IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: December 29, 2022.

MICHAEL M. PARKER
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

In re:	§	
	§	Case No. 22-50117
Activa Resources, LLC and	§	Case No. 22-50118
Tiva Resources, LLC,	§	
	§	Chapter 11
Debtors.	§	
	§	(Jointly Administered under
	§	Case No. 22-50117)

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER CONFIRMING THE DEBTORS' FOURTH AMENDED JOINT PLAN OF REORGANIZATION

Activa Resources, LLC ("Activa") and Tiva Resources, LLC ("Tiva" and, with Activa, the "Debtors"), having:

a. commenced on February 3, 2022 (the "Petition Date"), these chapter 11 cases (the "Chapter 11 Cases") by filing voluntary petitions in the United States Bankruptcy Court for the Western District of Texas (the "Bankruptcy Court") for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");

b. continued to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

c. filed on August 19, 2022 the *Debtors' Disclosure Statement for Joint Plan of Reorganization* [Docket No. 256] and *Debtors' Joint Plan of Reorganization* [Docket No. 257];

d. filed on October 4, 2022, the *Debtors' Disclosure Statement for First Amended Joint Plan of Reorganization* [Docket No. 284] and *Debtors' First Amended Joint Plan of Reorganization* [Docket No. 285];

e. filed on November 8, 2022, the *Debtors' Disclosure Statement for Second Amended Joint Plan of Reorganization* [Docket No. 315] and *Debtors' Second Amended Joint Plan of Reorganization* [Docket No. 316];

f. filed on November 16, 2022, the *Debtors' Disclosure Statement for Third Amended Joint Plan of Reorganization* [Docket No. 315] (the "Disclosure Statement") and *Debtors' Third Amended Joint Plan of Reorganization* [Docket No. 316] (the "Third Amended Plan");

g. obtained approval of the Disclosure Statement on November 18, 2022 [Docket No. 327] (the "Disclosure Statement Order");

h. caused on November 18, 2022 (the "Solicitation Date"), solicitation materials, notice of the deadline for objecting to confirmation of the Plan, and notice of the Confirmation Hearing to be distributed consistent with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and the Disclosure Statement Order, as evidenced by, among other things, the *Affidavit of Donlin Recano & Company, Inc. Regarding Service of Solicitation Package with Respect to the Disclosure Statement for Debtors' Third Amended Joint Plan of Reorganization* [Docket No. 348] (the "Solicitation Affidavit");

i. filed on November 29, 2022, the *Notice to Contract Counterparties of Proposed Assumption of Executory Contracts or Unexpired Leases* [Docket No. 343] (the "Cure Schedule") and caused the Cure Schedule to be served on relevant parties, as evidenced by the related Affidavit of Service [Docket No. 349] (the "Cure Schedule Affidavit");

j. filed on December 2, 2022, the *Notice of Filing of Plan Supplement to Debtors' Third Amended Joint Plan of Reorganization* [Docket No. 351];

k. filed on December 16, 2022, the *Notice of Filing of Amended Plan Supplement to Debtors' Fourth Amended Joint Plan of Reorganization* [Docket No. 364] (the "Plan Supplement");

l. filed on December 16, 2022, the *Declaration of John Burlacu of Donlin Recano & Company, Inc. Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the Debtors' Third Amended Joint Plan of Reorganization* [Docket No. 363] (the "Voting Declaration");

m. filed on December 16, 2022, the *Debtors' Fourth Amended Joint Plan of Reorganization* [Docket No. 361] (the "Plan");[1]

[1] Capitalized terms used herein but not defined herein shall have the meaning set forth in the Plan.

n. filed on December 19, 2022, the *Declaration of John Hayes in Support of Confirmation of the Debtors' Fourth Amended Joint Plan of Reorganization* [Docket No. 366] (the "Hayes Declaration"); and

o. filed on December 19, 2022 the *Debtors' Memorandum of Law in Support of Confirmation of the Debtors' Fourth Amended Joint Plan of Reorganization* [Docket No. 368] (the "Confirmation Brief").

And this Bankruptcy Court having:

a. set December 20, 2022 at 10:00 a.m. as the date and time for the Confirmation Hearing;

b. reviewed the Third Amended Plan, the Plan, the Disclosure Statement, the Solicitation Affidavit, the Plan Supplement, the Confirmation Brief, the Hayes Declaration, the Voting Declaration, the Cure Schedule, the Cure Schedule Affidavit, and all pleadings, exhibits, statements, responses, and comments regarding Confirmation, including all objections, statements, and reservations of rights filed by parties in interest on the docket of these Chapter 11 Cases;

c. held the Confirmation Hearing;

d. heard the statements, arguments, and objections made by counsel in respect of Confirmation;

e. considered all oral representations, testimony, documents, filings, and other evidence regarding Confirmation;

f. overruled any and all objections to the Plan and to Confirmation and all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated; and

g. taken judicial notice of all papers and pleadings filed in these Chapter 11 Cases and all evidence proffered or adduced and all arguments made at the hearings held before the Court during the pendency of these Chapter 11 Cases.

NOW, THEREFORE, the Bankruptcy Court having found that notice of the Confirmation Hearing and the opportunity for any party in interest to object to Confirmation having been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby; and the record of these Chapter 11 Cases and the legal and factual bases set forth in the documents filed in support of Confirmation and presented at the Confirmation Hearing including, but not limited to, the Hayes Declaration, establish just cause for the relief granted in this Confirmation Order; and after due deliberation thereon and good cause appearing therefor, the

Bankruptcy Court hereby makes and issues the following findings of fact, conclusions of law and order:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS HEREBY DETERMINED, FOUND, ADJUDGED, DECREED AND ORDERED THAT:

A. Findings and Conclusions. The findings and conclusions set forth in this Confirmation Order and in the record of the Confirmation Hearing constitute this Bankruptcy Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Jurisdiction and Venue

B. Exclusive Jurisdiction; Venue; Core Proceeding. The Bankruptcy Court has jurisdiction over these Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334. Venue in this Bankruptcy Court is proper under 28 U.S.C. §§ 1408 and 1409. This matter constitutes a core proceeding under 28 U.S.C. § 157(b)(2)(A), (L), (N) and (O) and this Bankruptcy Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

C. Judicial Notice. The Bankruptcy Court takes judicial notice of the docket in these Chapter 11 Cases maintained by the clerk of the Bankruptcy Court, including, without limitation, all pleadings and other documents filed, all orders entered, and evidence and arguments made, proffered, and adduced at the hearings held before the Bankruptcy Court during the pendency of these Chapter 11 Cases.

D. Retention of Jurisdiction. The Bankruptcy Court finds and concludes that the Bankruptcy Court's retention of jurisdiction as set forth in Article X of the Plan is consistent with 28 U.S.C. §§ 157 and 1334.

Notice, Solicitation and Acceptance

E. Adequate Notice of Confirmation Hearing. In accordance with Bankruptcy Rules 2002, 3019 and 9019 and the Disclosure Statement Order, (a) proper, timely and adequate notice of the time for filing objections to the Plan was provided, and (b) proper, timely and adequate notice of the Confirmation Hearing was provided to all holders of Claims and Interests. No other or further notice of the Confirmation Hearing is necessary or required.

F. Adequate Information. Solicitation of acceptances of the Plan was conducted after disclosure of "adequate information" as defined in Bankruptcy Code § 1125(a) and in accordance with the Disclosure Statement Order.

G. Good Faith Solicitation (11 U.S.C. § 1125(e)). The Debtors have solicited acceptances of the Plan in good faith and in compliance with the Bankruptcy Code. The Disclosure Statement, the Plan, the Ballots, the Disclosure Statement Order (which provided notice of the Confirmation Hearing) were transmitted and served in compliance with the Disclosure Statement Order, the Bankruptcy Rules, and the Local Rules for the United States Bankruptcy Court for the Western District of Texas (the "Local Rules"). Such transmittal and service were adequate and sufficient and no other or further notice shall be required. The Debtors and each of their agents, directors, officers, employees, attorneys, and other professionals are deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the solicitation of the Plan, and, therefore, are not and shall not, on account of such issuance or solicitation, be liable at any time for the violation of any law, rule, or regulation governing the

solicitation of acceptances or rejections of the Plan or the distribution or dissemination of any information contained in the Plan, the Disclosure Statement, and any and all related documents. The Debtors have complied with the Disclosure Statement Order in all respects.

H. Voting. As evidenced by the Voting Declaration, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and the Disclosure Statement Order.

I. Plan Supplement. All materials contained in the Plan Supplement comply with the Plan, and the filing and notice of such documents is good and proper in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws and regulations, and no other or further notice is or shall be required.

J. Bankruptcy Rule 3016(a). In accordance with Bankruptcy Rule 3016(a), the Plan is dated and identifies the Debtors as the proponents of the Plan.

Compliance with Bankruptcy Code 1129

K. Plan Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(1)). In accordance with Bankruptcy Code § 1129(a)(1), the Plan complies with the applicable provisions of the Bankruptcy Code:

(a) Compliance with 11 U.S.C. §§ 1122, 1123(a). In accordance with Bankruptcy Code §§ 1122(a) and 1123(a), the Plan, in addition to Administrative Claims, Priority Tax Claims, DIP Claims, and Fee Claims, which need not be classified, classifies eleven Classes of Claims and Interests for the Debtors. The Claims and Interests allocated to each Class are substantially similar to other Claims and Interests, as applicable, in each such Class, and such Classes do not unfairly discriminate among holders of Claims and

Interests. Valid business, factual and legal reasons exist for separately classifying the various Classes of Claims and Interest under the Plan.

(i) Specified Unimpaired Classes — 11 U.S.C. § 1123(a)(2). Article III of the Plan specifies that Class 2 (Secured Priority Tax Claims), Class 9 (Intercompany Claims), and Class 10 (Class A Interests) are unimpaired under the Plan, thereby satisfying Bankruptcy Code § 1123(a)(2).

(ii) Specified Treatment of Impaired Classes — 11 U.S.C. § 1123(a)(3). Article III of the Plan designates Class 1 (Priority Non-Tax Claims), Class 3 (Secured Texas Capital Bank Claim), Class 4 (Secured Cargill Claim), Class 5 (Other Secured Claims), Class 6 (Operator Claims), Class 7 (General Unsecured Claims), Class 8 (Suspense Claims), and Class 11 (Activa Class B Interests) as impaired, and Article III of the Plan also specifies the treatment of Claims in such Classes, thereby satisfying Bankruptcy Code § 1123(a)(3).

(iii) No Discrimination — 11 U.S.C. §1123(a)(4). The Plan provides the same treatment for each Claim or Interest of a particular Class, unless the holder of a particular Claim or Interest agreed to less favorable treatment of its respective Claim or Interest, thereby satisfying Bankruptcy Code § 1123(a)(4).

(iv) Implementation of the Plan — 11 U.S.C. § 1123(a)(5). The Plan and the various documents and agreements referred to therein or set forth in the Plan Supplement provide adequate and proper means for the Plan's implementation, including, without limitation, (a) the vesting of the Debtors' assets into the Reorganized Debtors (Plan § 4.2); (b) the Reorganized Debtors' entry into the New Credit Facility (Plan § 4.3); (c) the restructuring of secured debt owed to Texas

Capital Bank and Cargill (Plan §§ 3.5-3.6); (d) cancellation of Activa's Class B Interests (Plan § 3.13); (e) the sale of the Reorganized Debtors' assets under certain circumstances (Plan § 4.5); (f) the retention of certain causes of action by the Reorganized Debtors (Plan § 4.6); and (g) assumption and rejection of executory contracts (Plan Art. V), thereby satisfying Bankruptcy Code § 1123(a)(5).

(v) Nonvoting Equity Securities — 11 U.S.C. § 1123(a)(6). Section 4.7 of the Plan provides for the amendment of Activa's and Tiva's Company Agreements. As set forth in the Activa Company Agreement Amendment filed with the Plan Supplement, the Company Agreement prohibit the issuance of non-voting stock, thereby satisfying Bankruptcy Code § 1123(a)(6) to the extent it applies to limited liability companies. Tiva shall enter into a similar Company Agreement Amendment.

(vi) Selection of Officers and Directors — 11 U.S.C. § 1123(a)(7). Section 4.8 of the Plan provides that the current managers and officers of the Debtors will continue in their current roles, thereby satisfying Bankruptcy Code § 1123(a)(7).

(b) Compliance with 11 U.S.C. § 1123(b). As permitted by Bankruptcy Code § 1123(b), the Plan: (a) impairs the rights of the holders of Classes of Claims and Interests; (b) provides procedures for the assumption or rejection of executory contracts and unexpired leases pursuant to Bankruptcy Code § 365(b); (c) provides for the settlement or adjustment of Claims or Interests belonging to the Debtors or their Estates; (d) incorporates procedures for resolving disputed, contingent and unliquidated Claims; (e) contains procedures for making distributions to Allowed Claims; (f); provides for the Bankruptcy

Court's retention of jurisdiction; and (g) includes other appropriate provisions not inconsistent with the applicable provisions of the Bankruptcy Code. The failure to specifically address a provision of the Bankruptcy Code in this Confirmation Order shall not diminish or impair the effectiveness of this Confirmation Order.

L. Debtors' Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(2)). In accordance with Bankruptcy Code § 1129(a)(2), the Debtors have complied with the applicable provisions of the Bankruptcy Code, thereby satisfying Bankruptcy Code § 1129(a)(2). Specifically:

(a) The Debtors are proper debtors under Bankruptcy Code § 109;

(b) The Debtors have complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of this Court; and

(c) The Debtors have complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Disclosure Statement Order in transmitting the Plan, the Disclosure Statement, the Ballots and all related documents and notices, and in soliciting and tabulating votes on the Plan.

M. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). In accordance with Bankruptcy Code § 1129(a)(3), the Debtors have proposed the Plan in good faith and not by any means forbidden by law, and the Debtors have acted, and are presently acting, in good faith in conjunction with all aspects of the Plan. All transactions contemplated by the Plan were negotiated and consummated at arms' length, without collusion, and in good faith and represent the culmination of months of extensive negotiations and discussions among the Debtors, their creditor constituencies and other parties in interest. In determining that the Plan has been proposed in good faith, the Bankruptcy Court has examined the facts and records of these Chapter 11 Cases and the

totality of the circumstances surrounding the formulation of the Plan and the solicitation of the Plan, the Disclosure Statement and the hearing thereon and the record of the Confirmation Hearing and other proceedings held in these Chapter 11 Cases. The Debtors filed these Chapter 11 Cases and proposed the Plan with legitimate and honest purposes including, among other things, to effectuate a restructuring of their balance sheet and their secured debt and to move forward as a going concern.

N. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). In accordance with Bankruptcy Code § 1129(a)(4), all payments made or to be made by the Debtors or by a Person acquiring property under the Plan, for services or for costs and expenses in, or in connection with, these Chapter 11 Cases, or in connection with the Plan and incident to these Chapter 11 Cases, have been approved by, or are subject to approval of, the Bankruptcy Court as reasonable, unless otherwise ordered by the Bankruptcy Court. The Court retains jurisdiction to hear and determine all applications for Professional fees and Fee Claims incurred on or before the Effective Date.

O. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). The Debtors have disclosed in Section 4.8 of the Plan that the current managers and officers of the Debtors will continue in their current roles. The continuance in such offices by the Debtors' current managers and officers is consistent with the interests of holders of Claims against and Interests in the Debtors and with public policy.

P. No Rate Changes (11 U.S.C. § 1129(a)(6)). The Plan does not provide for any rate change that requires regulatory approval. Thus, Bankruptcy Code § 1129(a)(6) is not applicable to this Case.

Q. Best Interests of Creditors (11 U.S.C. § 1129(a)(7)). In accordance with Bankruptcy Code § 1129(a)(7), with respect to Impaired Classes of Claims or Interests, each holder of a Claim or Interest has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such Holder would so receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

R. Acceptance or Rejection of Certain Classes (11 U.S.C. § 1129(a)(8)). In accordance with Bankruptcy Code § 1129(a)(8), the Bankruptcy Court finds and concludes that: (1) Class 2 (Secured Priority Tax Claims), Class 9 (Intercompany Claims) and Class 10 (Class A Interests) are Unimpaired under the Plan, and pursuant to Bankruptcy Code § 1126(f), are conclusively presumed to have accepted the Plan; (2) Class 1 (Priority Non-Tax Claims), Class 3 (Secured Texas Capital Bank Claim), Class 4 (Secured Cargill Claim), Class 5 (Other Secured Claims), Class 6 (Operator Claims), Class 7 (General Unsecured Claims) and Class 8 (Suspense Claims) are Impaired Classes that have accepted the Plan or are deemed to accept the Plan in accordance with Bankruptcy Code § 1126(c) and (d); and (3) Class 11 (Class B Interests) is an Impaired Class that is deemed to have rejected the Plan. Although Bankruptcy Code § 1129(a)(8) has not been satisfied with respect to Class 11 (Class B Interests), the Plan is nevertheless confirmable because the Plan satisfies Bankruptcy Code § 1129(b) with respect to such Class.

S. Treatment of Administrative and Priority Claims (11 U.S.C. § 1129(a)(9)). The Bankruptcy Court finds and concludes that the Plan's treatment of Administrative Claims, DIP Claims, Priority Tax Claims, and Fee Claims pursuant to Article II of the Plan, satisfies the requirements set forth in Bankruptcy Code § 1129(a)(9)(A), (C), and (D) of the Bankruptcy Code, as applicable.

T. Acceptance by Impaired Class (11 U.S.C. § 1129(a)(10)). In accordance with Bankruptcy Code § 1129(a)(10), the Bankruptcy Court finds and concludes that Class 1 (Priority Non-Tax Claims), Class 3 (Secured Texas Capital Bank Claim), Class 4 (Secured Cargill Claim), Class 5 (Other Secured Claims), Class 6 (Operator Claims), Class 7 (General Unsecured Claims) and Class 8 (Suspense Claims) voted to accept the Plan by the requisite majorities or were deemed to have accepted the Plan, determined without including acceptances of the Plan by any insider. Accordingly, the requirements of Bankruptcy Code § 1129(a)(10) have been satisfied.

U. Feasibility (11 U.S.C. § 1129(a)(11)). The Disclosure Statement and the other evidence proffered or adduced at the Confirmation Hearing with respect to feasibility is persuasive and credible, has not been controverted by other evidence, and establishes that the Plan is feasible and that there is a reasonable prospect of the Reorganized Debtors being able to meet their financial obligations in the ordinary course and that, except pursuant to the terms of the Post-Confirmation Sale, Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Reorganized Debtors, thereby satisfying the requirements of Bankruptcy Code § 1129(a)(11).

V. Payment of Statutory Fees (11 U.S.C. § 1129(a)(12)). In accordance with Bankruptcy Code § 1129(a)(12), the Bankruptcy Court finds and concludes that, to the extent that fees payable to the United States Trustee under 28 U.S.C. § 1930 have not been paid, the Plan provides in Section 11.1 for the payment of all such fees when due.

W. Miscellaneous Provisions (11 U.S.C. §§ 1129(a)(13)-(16)). Sections 1129(a)(13)-(16) are inapplicable as the Debtors (i) do not provide retiree benefits[2] (1129(a)(13)), (ii) have no

[2] As defined in Bankruptcy Code section 1114, "retiree benefits" means payments to any entity or person for the purpose of providing or reimbursing payments for retired employees and their spouses and dependents, for medical, surgical, or hospital care benefits, or benefits in the event of sickness, accident, disability, or death under

domestic support obligations (1129(a)(14)), (iii) are not individuals (1129(a)(15)), and (iv) are for-profit businesses (1129(a)(16)).

X. Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b)). Class 11 (Class B Interests) is deemed to have rejected the Plan. Based on the Disclosure Statement and the evidence adduced or presented at the Confirmation Hearing, the Plan does not discriminate unfairly and is fair and equitable with respect to Class 11 as required by Bankruptcy Code § 1129(b). Upon Confirmation of the Plan and the occurrence of the Effective Date, the Plan shall be binding upon the holders of Interests in Class 11.

Y. Only One Plan (11 U.S.C. § 1129(c)). The Plan is the only plan filed in these Chapter 11 Cases, and accordingly, Bankruptcy Code § 1129(c) is inapplicable to these Chapter 11 Cases.

Z. Principal Purpose of the Plan (11 U.S.C. § 1129(d)). The Bankruptcy Court finds and concludes that the principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933, and there has been no objection filed by any governmental unit asserting such avoidance.

AA. Small Business Case (11 U.S.C. § 1129(e)). These Chapter 11 Cases are not a "small business case" as that term is defined in the Bankruptcy Code, and, accordingly, Bankruptcy Code § 1129(e) is inapplicable.

BB. Good Faith Solicitation (11 U.S.C. § 1125(e)). Based on the record before the Bankruptcy Court in these Chapter 11 Cases, the Debtors, and their respective officers, directors, managers, employees, advisors, attorneys, consultants, agents, professionals, representatives, or any of their successors or assigns have acted in "good faith" within the meaning of Bankruptcy

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any plan, fund, or program (through the purchase of insurance or otherwise) maintained or established in whole or in part by the debtor prior to filing a petition commencing a case under the Bankruptcy Code.

Code § 1125(e) in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and the Disclosure Statement Order in connection with all their respective activities relating to the solicitation of acceptances or rejections of the Plan and their participation in the activities described in Bankruptcy Code § 1125 and are entitled to the protections afforded by Bankruptcy Code § 1125(e).

CC. Based on the foregoing, the Debtors, as proponents of the Plan, have met their burden of proving the elements of Bankruptcy Code § 1129.

Modifications to the Plan

DD. The Bankruptcy Court finds and concludes that all modifications made to the Plan after solicitation of votes on the Plan had commenced, as reflected in this Confirmation Order, as set forth on the record at the Confirmation Hearing, or as reflected in the Plan, satisfy the requirements of Bankruptcy Code § 1127(a) and Bankruptcy Rule 3019, are not material or do not adversely affect the treatment and rights of the holders of any Claims or Interests under the Plan who have not otherwise accepted such modifications. Accordingly, the Debtors have satisfied Bankruptcy Code § 1127(c) and Bankruptcy Rule 3019 with respect to the Plan, as modified; and holders of Claims or Interests that have accepted or rejected the Plan (or are deemed to have accepted or rejected the Plan) are deemed to have accepted or rejected, as the case may be, the Plan as modified on the date of this Confirmation Order, pursuant to Bankruptcy Code § 1127(d) and Bankruptcy Rule 3019.

Transactions Pursuant to the Plan

EE. Bankruptcy Rule 9019 Settlements. Pursuant to Bankruptcy Rule 9019 and in consideration of the distributions and other benefits provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all Impaired Claims against and

Interests in the Debtors. Such compromises and settlements are made in exchange for consideration and are in the best interests of the Estates, are within the range of possible litigation outcomes, are fair, equitable, reasonable, and are integral elements of the restructuring and resolution of these Chapter 11 Cases in accordance with the Plan. The settlements provided in the Plan are approved and shall be implemented pursuant to the Plan.

FF. Releases, Exculpation and Injunction. The Bankruptcy Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United States Code to approve the injunctions or stays, injunctions against interference with the Plan, releases and exculpations set forth in the Plan, including but not limited to those set forth in Article IX of the Plan.

GG. Plan Provisions Valid and Binding. The Bankruptcy Court finds and concludes that, upon entry of this Confirmation Order, each term and provision of the Plan is valid, binding, and enforceable pursuant to its terms.

HH. Plan Documents Valid and Binding. The Bankruptcy Court finds and concludes that any and all documents necessary to implement the Plan, including those contained in the Plan Supplement, have been negotiated in good faith and at arms' length, and shall be, upon completion of documentation and execution, valid, binding, and enforceable agreements and not be in conflict with any federal or state law.

II. Executory Contracts and Unexpired Leases. The Debtors have exercised their reasonable business judgment in determining whether to assume or reject executory contracts and unexpired leases pursuant to Article V of the Plan. Each assumption of an executory contract or unexpired lease pursuant to Article V of the Plan shall be legal, valid and binding, all to the same extent as if such assumption had been effectuated pursuant to an order of the Bankruptcy Court under Bankruptcy Code § 365 entered before entry of this Confirmation Order. Moreover,

the Debtors shall cure, or provide adequate assurances that the Reorganized Debtors will cure, defaults (if any) under or relating to each of the executory contracts and unexpired leases that are being assumed by the Reorganized Debtors pursuant to the Plan.

JJ. Good Faith. The Debtors and Reorganized Debtors and all of their respective members, officers, directors, agents, financial advisors, attorneys, employees, equity holders, partners, affiliates, and representatives will be acting in good faith if they proceed to (1) Consummate the Plan and the agreements, settlements, transactions, and transfers contemplated thereby and (2) take the actions authorized and directed by this Confirmation Order.

KK. Conditions Precedent to Confirmation Date. Entry of this Confirmation Order shall satisfy the applicable conditions to the Confirmation Date, as set forth in Section 8.1 of the Plan.

LL. Conditions Precedent to Effective Date. The conditions precedent to the Effective Date set forth in Section 8.2 of the Plan may be waived by the Debtors without notice or order of the Bankruptcy Court.

MM. Objections. All parties have had a full and fair opportunity to litigate all issues raised, or which might have been raised, in the objections to the Plan and the objection have been fully and fairly litigated.

NN. Compliance with Bankruptcy Rule 3016. In accordance with Bankruptcy Rule 3016, the Bankruptcy Court finds and concludes that the Plan and Disclosure Statement adequately describe in specific and conspicuous language all acts to be enjoined and identify the Persons that will be subject to the injunction.

OO. Retention of Jurisdiction. The Bankruptcy Court may, and upon the Effective Date shall, retain exclusive jurisdiction over all matters arising out of, and related to these Chapter 11 Cases, including the matters set forth in Article X of the Plan and Bankruptcy Code § 1142.

Miscellaneous Provisions

PP. All documents and agreements necessary to implement the Plan, including those contained in the Plan Supplement, and all other relevant and necessary documents have been negotiated in good faith and at arms'-length, are in the best interests of the Debtors, and shall, upon completion of documentation and execution, be valid, binding, and enforceable documents and agreements not in conflict with any federal, state, or local law.

QQ. The Bankruptcy Court finds that Confirmation of the Plan is in the best interests of the Debtors, their Estates, holders of Claims and Interests, and all other parties in interest.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is hereby ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Notice of the Confirmation Hearing. Notice of the Confirmation Hearing complied with the terms of the Disclosure Statement Order, was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

2. Solicitation. The solicitation of votes on the Plan was done in good faith, complied with the Disclosure Statement Order, was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement Order, and applicable non-bankruptcy law.

3. Ballots. The forms of Ballots are in compliance with Bankruptcy Rule 3018(c) and Local Rule.

4. Confirmation. The Plan and Plan Supplement, both as attached to this Confirmation Order, and each of its provisions, as modified pursuant to Bankruptcy Code § 1127, IS HEREBY APPROVED AND CONFIRMED under Bankruptcy Code § 1129. The terms of the Plan and Plan Supplement, each as may be modified, are incorporated by reference into, and are an integral part of, the Plan and this Confirmation Order. The Plan complies with all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules relating to and regarding confirmation.

5. Modifications to the Plan. The modifications to the Plan constitute technical changes and do not materially adversely affect or change the treatment of any Claims or Interests. Accordingly, pursuant to Bankruptcy Rule 3019 and in accordance with the Disclosure Statement Order, such modifications do not require additional disclosure under Bankruptcy Code § 1125 or re-solicitation of votes under Bankruptcy Code § 1126, nor do they require that holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Holders of Claims who voted to accept the solicitation version of the Plan are deemed to accept the Plan as modified. Prior to the Effective Date, the Debtors may make additional appropriate technical adjustments and modifications to the Plan and the documents contained in the Plan Supplement without further order or approval of the Bankruptcy Court, provided that notice of such technical adjustments and modifications are provided to Texas Capital Bank, Citrus Holdings, LLC ("Citrus") and Cargill prior to the effectiveness of such modifications.

6. Plan Supplement. The documents contained in the Plan Supplement (including (1) Cure Schedule; (2) Exhibit A – New TCB Credit Agreement, (3) Exhibit B – New Credit Facility Agreemetn, and (4) Exhibit C – Activa Company Agreement Amendment, and any amendments, modifications and supplements thereto, and the execution, delivery and performance thereof by

the Debtors, are authorized and approved. The New Cargill Credit Agreement shall be in substantially the same form as the New TCB Credit Agreement.

7. Objections. All objections that have not been withdrawn, waived or settled, and all reservations of rights pertaining to Confirmation of the Plan included therein, are overruled on the merits for the reasons set forth herein and stated on the record of the Confirmation Hearing.

8. Binding Effect. The Plan, its provisions and this Confirmation Order shall be, and hereby are, binding upon and inure to the benefit of the Debtors, and all present and former holders of Claims against or Interests in the Debtors, together with their respective successors and assigns, whether or not the Claims or Interests of such holders are impaired under the Plan and whether or not such holders, as applicable, have accepted the Plan.

9. Omission of Reference to Particular Plan Provisions. The failure to specifically describe or include any particular provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Plan be approved and confirmed in its entirety.

10. Continued Existence and Vesting of Property. Except as otherwise provided in the Plan or this Confirmation Order, upon the Effective Date, (a) the Debtors shall continue to exist with all the powers of a corporation under applicable law and without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) under applicable state law, and (b) all property of the Debtors wherever situated, shall vest in the Reorganized Debtors. Except as may be otherwise provided in the Plan, the Reorganized Debtors may operate the Debtors' businesses, incur debt and other obligations in the ordinary course of business, and may otherwise use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Bankruptcy Court. After the Effective Date, all

property retained by the Reorganized Debtors pursuant hereto shall be free and clear, except for (i) as is contemplated by or provided in the Plan, the documents contained in the Plan Supplement or any modifications, supplements, or amendments to such documents, or this Confirmation Order; and (ii) the obligation to perform according to the Plan and this Confirmation Order. In the event either Case No. 22-50117 or Case No. 22-50118 are subsequently converted to a case under chapter 7, all property of the Debtors shall automatically revest and become property of the estate in each such converted chapter 7 case.

11. Plan Classification Controlling. The terms of the Plan shall solely govern the classification of Claims and Interests for purposes of distributions to be made thereunder. The classifications set forth on the Ballots tendered to or returned by the holders of Claims or Interests in connection with voting on the Plan: (a) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims and Interests under the Plan for distribution purposes; (c) may not be relied upon by any holder of a Claim or Interest as representing the actual classification of such Claim or Interest under the Plan for distribution purposes; and (d) shall not be binding on the Debtors.

12. Implementation of the Plan. The Debtors and Reorganized Debtors may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including: (a) the execution and delivery of appropriate agreements containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; (c) the filing of appropriate certificates with the appropriate governmental authorities pursuant to applicable law; and (d) all other actions that the Debtors or Reorganized Debtors determine are necessary or appropriate.

13. Corporate Authority. The Debtors and Reorganized Debtors have conclusive authority to undertake any and all acts and actions required to implement, or contemplated by, the Plan, including the specific acts or actions or documents or instruments identified in Article IV of the Plan, and no board or member vote shall be required with respect thereto.

14. Compromise of Controversies and Settlement of Claims and Interests. Pursuant to Bankruptcy Code §§ 363 and 1123(b)(3) and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims, Interests and controversies relating to the contractual, legal and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Interest or any distribution to be made on account of such Allowed Claim or Interest. The entry of this Confirmation Order constitutes this Court's approval of the compromise or settlement of all such Claims, Interests and controversies, as well as a finding by this Court that such compromise or settlement is in the best interests of the Debtors and their Estates, and is fair, equitable and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Code §§ 363 and 1123(b)(3) and Bankruptcy Rule 9019(a), without any further notice to or action, order or approval of the Bankruptcy Court, prior to the Effective Date, the Debtors and, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against the Debtors or Reorganized Debtors.

15. Plan Distributions. The provisions of Article VII of the Plan, including, without limitation, the provisions governing distributions, are fair and reasonable and are approved. The Reorganized Debtors shall make distributions pursuant to the procedures established by Article VII of the Plan.

16. Cancellation of Existing Securities and Agreements. Pursuant to Section 3.13.2 of the Plan and the Activa Company Agreement Amendment, Class B Interests, including all options and warrants, if any, to purchase Class B Interests or any other equity or other equity securities issued by Activa before the Petition Date, shall be deemed canceled as of the Effective Date. Such cancellation shall include any rights or interests of any non-Debtor Person arising under or related to Class B Interests.

17. Officers of the Reorganized Debtors. The Debtors have disclosed in Section 4.8 of the Plan that the current managers and officers of the Debtors will continue in their current roles.

18. Other Transactions. The Debtors or Reorganized Debtors may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Debtors' restructuring as contemplated by the Plan, including, without limitation, the execution and delivery of all appropriate agreements or other documents containing terms that are consistent with the terms of the Plan, and that satisfy the requirements of applicable law, including, without limitation: (a) the New Credit Facility Agreement; (b) the New TCB Credit Agreement and related promissory note, deeds of trust, mortgages and related loan documents; (c) the New Cargill Credit Agreement; (d) documents and agreements ancillary to the New Credit Facility Agreement, New TCB Credit Agreement, and New Cargill Credit Agreement, including, but not limited to, an Intercreditor and Lien Subordination Agreement with Texas Capital Bank and the New Credit Facility Lender, a Second Amended and Restated Intercreditor Agreement with Texas Capital Bank and Cargill, a Master ISDA Agreement with a swap counterparty acceptable to both Texas Capital Bank and Cargill, Amended and Restated Mortgages and Deeds of Trust, an Amended and Restated Security Agreement, promissory notes relating to the New Credit Facility Agreement, New TCB

Credit Agreement and New Cargill Credit Agreement, an officer incumbency certification and a certificate of ownership interests; (e) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (f) rejection or assumption, as applicable, of executory contracts and unexpired leases; and (g) all other actions that are necessary or appropriate, including making filings or recordings that may be required by applicable law.

19. Cancellation of Liens. Upon the occurrence of the Effective Date, and except as otherwise provided in the Plan and the documents contained in or ancillary to the Plan Supplement (including if an Allowed Other Secured Claim has not been discharged, paid or satisfied in full as required under the Plan), any Lien securing any Secured Claim shall be deemed released, and the holder of such Secured Claim shall be authorized and directed to release any Collateral or other property of the Debtors (including any Cash Collateral) held by such holder and to take such actions as may be requested by the Debtors or Reorganized Debtors, to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases as may be required by the Debtors or Reorganized Debtors. For avoidance of doubt, this provision does not apply to the Liens of the New Credit Facility Lender, Texas Capital Bank and Cargill. Upon the entry of this Confirmation Order, all Liens, mortgages and/or security interests granted, retained or continued in accordance with the Plan and the Plan Supplement documents, or any documents ancillary to the Plan Supplement documents, shall constitute valid, binding, enforceable, and automatically perfected Liens, mortgages and/or security interests in the specified collateral. Although perfection of such Liens, mortgages and/or security interests shall occur automatically by virtue of this Confirmation Order, the New Credit Facility Lender, Texas Capital Bank and

Cargill are authorized (but not required) to file with the appropriate authorities mortgages, financing statements, and other documents, and to take any other action in order to evidence, validate, and perfect such Liens, mortgages and/or security interests. The Liens, mortgages and/or security interests granted, retained or continued in accordance with the Plan have or will have been granted, retained or continued in good faith, for legitimate business purposes, for reasonably equivalent value and shall be deemed not to constitute a fraudulent conveyance or fraudulent transfer and shall not be subject to avoidance, recharacterization, or subordination for any purposes whatsoever, and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable nonbankruptcy law, and the priorities of such Liens, mortgages and/or security interests shall be as set forth in the Plan and the Plan Supplement documents or any documents ancillary to or executed in connection with the Plan Supplement documents.

20. Exemption from Certain Transfer Taxes. Pursuant to Bankruptcy Code § 1146, (a) the issuance, transfer, or exchange of any securities, instruments or documents and (b) the making or delivery of any deed or other instrument of transfer under, pursuant to, in furtherance of, or in connection with the Plan, including, without limitation, this Confirmation Order, any deeds, bills of sale or assignments executed in connection with any of the transactions contemplated under the Plan or the reinvesting, transfer or sale of any personal property of the Debtors pursuant to, in implementation of or as contemplated by the Plan (whether to the Reorganized Debtors or otherwise), shall not be subject to any document recording tax, stamp tax, conveyance fee or other similar tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax, or other similar tax or governmental assessment. Consistent with the foregoing, each official for any county, city or governmental unit in which any instrument under the Plan is to be recorded shall, pursuant to this Confirmation Order, be ordered and directed to accept such

interests without requiring the payment of any filing fees, documentary stamp tax, deed stamps, stamp tax, intangible tax or similar tax.

21. Assumption/Rejection of Executory Contracts and Unexpired Leases. Pursuant to Article V of the Plan, all of the Debtors' executory contracts and unexpired leases not expressly rejected are deemed to be assumed pursuant to the Plan.

22. Payments Related to Assumption of Contracts and Leases. The Cure Schedule sets forth the Cure Claim Amounts owed by the Debtors related to any executory contract and unexpired lease to be assumed pursuant to the Plan. Except with respect to the objection filed by El Toro Resources LLC ("El Toro") [Docket No. 356], no objections by any counterparties to any executory contracts or unexpired leases being assumed by the Debtors were filed within 14 days of the filing of the Cure Schedule as required by the Plan and Disclosure Statement Order. Accordingly, such counterparties (with the exception of El Toro) are forever barred, estopped and enjoined from disputing the Cure Claim Amount set forth on the Cure Schedule (including a Cure Claim Amount of $0.00) and from asserting any Claim against the Debtors or Reorganized Debtors under Bankruptcy Code § 365(b)(1), except as set forth on the Cure Schedule. Except as my otherwise be agreed by the Debtors or Reorganized Debtors, the objection filed by El Toro will be resolved by separate order of this Court.

23. Claims Based on Rejection of Executory Contracts. Unless otherwise provided by a Bankruptcy Court order, any Proof of Claim asserting a Claim arising from the rejection of an executory contract or unexpired lease pursuant to the Plan or otherwise must be filed no later than twenty-eight (28) days after this Confirmation Order is entered granting the rejection. Any Proof of Claim arising from the rejection of an executory contract or unexpired lease that is not timely filed shall be disallowed automatically, forever barred from assertion, and shall not be enforceable

against the Debtors or Reorganized Debtors without the need for any objection by any Person or further notice to or action, order, or approval of the Bankruptcy Court, and any Claim arising out of the rejection of the executory contract or unexpired lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. All Allowed Claims arising from the rejection of executory contracts or unexpired leases shall be included in Class 8 (General Unsecured Claims) and shall be treated in accordance with the Plan.

24. Disputed, Contingent and Unliquidated Claims. Any Disputed, contingent or unliquidated Claim shall be resolved in accordance with the procedures set forth in Article VI of the Plan. As soon as practicable, but no later than the Claims Objection Deadline, the Debtors, and after the Effective Date, the Reorganized Debtors, shall have the exclusive authority to file and prosecute objections to Claims and requests for estimation of Claims. The Debtors, and after the Effective Date, the Reorganized Debtors, shall have the exclusive authority to settle, compromise or otherwise resolve or withdraw any objections to any Disputed Claim without approval of the Bankruptcy Court. All of the objection, estimation and resolution procedures contained in Article VI of the Plan are cumulative and are not necessarily exclusive of one another.

25. Automatic Reduction of Claims. Notwithstanding the contents of the Schedules, Claims listed therein as undisputed, liquidated and not contingent shall be reduced by the amount, if any, that was paid by the Debtors before the Effective Date, including pursuant to orders of the Bankruptcy Court. To the extent such payments are not reflected in the Schedules, such Schedules will be deemed amended and reduced to reflect that such payments were made. Nothing in the Plan shall preclude the Debtors from paying Claims that the Debtors were authorized to pay pursuant to any Final Order entered by the Bankruptcy Court before the Effective Date.

26. Automatic Disallowance of Late Proofs of Claim. All Proofs of Claim that were filed after the applicable Bar Date will automatically be treated as Disallowed without the need for any further order of the Bankruptcy Court.

27. Bar Date for Administrative Claims. All Administrative Claims shall be filed no later than twenty-eight (28) days after the Effective Date (the "Administrative Claims Bar Date"). The Reorganized Debtors or other party shall have sixty (60) days (or such longer period as may be allowed by order of the Bankruptcy Court) following the Administrative Claims Bar Date to review and object to such Administrative Claims before a hearing for determination of allowance of such Administrative Claims.

28. Fee Claims. All final requests for compensation or reimbursement of Professional fees pursuant to Bankruptcy Code §§ 327, 328, 330, 331, 363, 503(b) or 1103 or (the "Fee Claims") for services rendered by the Professionals prior to the Effective Date (other than substantial contribution claims under Bankruptcy Code § 503(b)(4)) must be filed with the Bankruptcy Court and served on the Reorganized Debtors and their counsel no later than forty-five (45) days after the Effective Date, unless otherwise ordered by the Bankruptcy Court (the "Fee Claims Bar Date"). Objections to applications of such Professionals must be filed with the Bankruptcy Court and served on the Debtors and the Reorganized Debtors and their counsel and the requesting Professional no later than twenty-one (21) days (or such longer period as may be allowed by order of the Bankruptcy Court) after the date on which the applicable application for compensation or reimbursement was filed.

29. Section 506(b) Motions or Applications. Unless otherwise agreed to by the claimant and the Debtors or Reorganized Debtors, any party that seeks the allowance of post-petition interest, fees, including attorneys' fees and costs, costs or charges, to the extent not

previously or separately allowed pursuant to the Plan or otherwise, as part of an Allowed Secured Claim pursuant to Bankruptcy Code § 506(b), must file such request with the Bankruptcy Court no later than twenty-eight (28) days after the Effective Date. Objections to such requests must be filed with the Bankruptcy Court no later than twenty-one (21) days (or such longer period as may be allowed by order of the Bankruptcy Court) after the date on which the applicable request was filed. To the extent of the allowance of any Section 506(b) claims by the Bankruptcy Court pursuant to the terms hereof, then (a) the requesting party's final, allowed claim in the Plan shall be updated to reflect such allowance and (b) the Plan Supplement documents and any ancillary documents related thereto (such as credit agreements and notes) shall be updated to reflect such allowance.

30. Payment of Statutory Fees. All fees payable pursuant to 28 U.S.C. § 1930(a) shall be paid by the Debtors or Reorganized Debtors, as applicable, for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed or a final decree is issued, whichever occurs first. The Reorganized Debtors shall continue to file quarterly-post confirmation operating reports in accordance with the United States Trustee's Region 7 *Guidelines for Chapter 11 Cases* within thirty (30) days after the conclusion of each such quarterly period. Any such reports may be made on a consolidated basis.

31. Discharge. The discharge, injunction, and release provisions of Article IX of the Plan are binding and approved.

32. Injunction, Release and Exculpation. The injunction, release, and exculpation provisions of Article IX of the Plan are binding and approved.

33. No Waiver of Preserved Causes of Action. Notwithstanding anything to the contrary contained in Article IX of the Plan, the releases set forth therein shall not, and shall not

be deemed to, limit, abridge or otherwise affect the rights of the Debtor or the Reorganized Debtors to enforce, sue on, settle or compromise the rights, claims and other matters expressly retained by the Debtors and the Reorganized Debtors pursuant to the Plan or this Confirmation Order.

34. Survival of Debtors' Indemnification Obligations. Any obligations of the Debtors pursuant to their operating agreements, by-laws or preconfirmation agreements, or applicable statutes, to indemnify current officers, directors, agents or employees that were employed or otherwise retained by the Debtors on or before the Effective Date with respect to all present and future actions, suits, and proceedings against the Debtors or Reorganized Debtors or such directors, officers, agents and/or employees, based upon any act or omission for or on behalf of the Debtors shall not be discharged or impaired by Confirmation of the Plan provided that neither the Debtors nor Reorganized Debtors shall indemnify directors of the Debtors for any Claims or Causes of Action arising out of or relating to any act or omission that is a criminal act, gross negligence or constitutes intentional fraud. All such obligations shall be deemed and treated as executory contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Reorganized Debtors unless any such obligation is specifically rejected by order of the Bankruptcy Court.

35. Discharge of Claims and Termination of Interests. Except as otherwise provided in the Plan, effective as of the Effective Date: (a) the rights afforded in the Plan and the treatment of all Claims and Interests shall be in exchange for and in complete satisfaction, discharge and release of all Claims and Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their assets, property or Estates; (b) the Plan shall bind all holders of Claims and Interests, notwithstanding whether any such holders failed to vote to accept or reject the Plan or voted to reject the Plan; (c) all Claims

and Interests shall be satisfied, discharged and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under Bankruptcy Code §§ 502(g), 502(h) or 502(i); and (d) all entities shall be precluded from asserting against the Debtors, Reorganized Debtors, their Estates, successors, assigns, and their assets and properties, any other claims or interests based upon any document, instruments or any act or omission, transaction or other activity of any kind or nature that occurred before the Effective Date.

36. Term of Injunctions or Stays. Unless otherwise provided, all injunctions or stays arising under or entered into during these Chapter 11 Cases under Bankruptcy Code §§ 105 or 363, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

37. Setoffs. Except for any Claim that is Allowed in an amount set forth in the Plan, the Debtors or the Reorganized Debtors may, but shall not be required to, set off against any Claims and the payments or distributions to be made pursuant to the Plan in respect of such Claims, any and all debts, liabilities and claims of every type and nature whatsoever that the Debtors may have against the holder of any such Claim. If the Debtors do not setoff their claims, no waiver or release by the Debtors of any such claims shall be deemed to have occurred, and all such claims shall be reserved for and retained by the Reorganized Debtors.

38. Recoupment. Except as provided in the Plan and/or this Confirmation Order, any holder of a Claim or Interest shall not be entitled to recoup any Claim or Interest against any Claim, right, or Cause of Action of the Debtors or Reorganized Debtors, as applicable, unless such holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on

or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or Interest or otherwise that such holder asserts, has, or intends to preserve any right of recoupment.

39. Preserved Causes of Action/Reservation of Rights. Except as otherwise provided in the Plan or the Plan Supplement or as otherwise barred by orders entered in these Chapter 11 Cases, the Reorganized Debtors shall retain all Causes of Action of the Debtors. Nothing contained in the Plan or this Confirmation Order shall be deemed a waiver or relinquishment of any Claim, Cause of Action, right of setoff, or other legal or equitable defense of any Debtor that is not specifically waived or relinquished by the Plan, the Plan Supplement or orders entered in these Chapter 11 Cases. Subject to the foregoing, the Reorganized Debtors shall have, retain, reserve, and be entitled to assert, all such Claims, Causes of Action, rights of setoff, and other legal or equitable defenses that any Debtor had immediately before the Effective Date as fully as if these Chapter 11 Cases had not been commenced, and all of the Reorganized Debtors' legal and equitable rights respecting any Claim that are not specifically waived or relinquished by the Plan, the Plan Supplement or orders entered in these Chapter 11 Cases may be asserted after the Effective Date to the same extent as if these Chapter 11 Cases had not been commenced. No Person may rely on the absence of a specific reference in the Plan or Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against such Person. The Debtors or the Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Person, subject to the terms of the Plan, the Plan Supplement, prior orders entered in these Chapter 11 Cases, and this Confirmation Order. From and after the Effective Date, the Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to

judgment any Cause of Action and to decline to do any of the foregoing without further notice to or action, order, or approval of the Bankruptcy Court. The Reorganized Debtors shall be deemed representatives of the Estates for the purpose of prosecuting any Claim or Cause of Action and any objection to Claims pursuant to Bankruptcy Code § 1123(b)(3)(B).

40. Plan Modifications and Clarifications. The Plan, as originally filed and distributed for solicitation, was modified by certain non-material changes, none of which adversely affected the treatment and rights of the holders of any Claim or Interest under the Plan without their consent.

41. Retention of Jurisdiction. The Court shall, and hereby does, retain jurisdiction of these Chapter 11 Cases for all of the purposes set forth in Article X of the Plan and for the purposes provided in Bankruptcy Code §§ 1127(b) and 1142 and Bankruptcy Rule 3020(d).

42. Governmental Approvals Not Required. Except as set forth in the Plan, this Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any state or any other governmental authority with respect to (i) the implementation or Consummation of the Plan and (ii) any related documents, instruments or agreements, and any amendments or modifications thereto, and any other acts referred to in or contemplated by the Plan, the Disclosure Statement, the Plan Supplement, any related documents, instruments or agreements related thereto, and any amendments or modifications to any of the foregoing.

43. Order Effective and Enforceable Immediately. Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 6006(d) and 7062, this Confirmation Order shall be effective and enforceable immediately upon entry. Pursuant to Bankruptcy Code § 1141 and the other applicable provisions of the Bankruptcy Code, on or after entry of this Confirmation Order and subject to the occurrence of the Effective Date, the terms of the Plan, the Plan Supplement (including all documents and

agreements executed pursuant thereto and in connection therewith), , and this Confirmation Order shall be immediately effective and enforceable and shall bind the Debtors, all holders of Claims or Interests of the Debtors (irrespective of whether such Claims or Interests are impaired under the Plan or whether the holders of such Claims or Interests accepted or are deemed to have accepted the Plan), any other person giving, acquiring or receiving property under the Plan, any and all non-Debtor parties to executory contracts and unexpired leases with the Debtors, any other party in interest in these Chapter 11 Cases, and the respective heirs, executors, administrators, successors, or assigns, if any, of any of the foregoing. On the Effective Date, all settlements, compromises and releases, waivers, discharges, exculpations and injunctions set forth in the Plan shall be effective and binding on Persons who may have had standing to assert any settled, compromised, released, waived, discharged, exculpated or enjoined Causes of Action after the Effective Date. The Debtors are authorized to consummate the Plan and the transactions contemplated thereby immediately upon, or concurrently with, satisfaction of the conditions set forth in the Plan.

44. Substantial Consummation. The Plan shall be deemed to be substantially consummated on the Effective Date.

45. Notice of this Confirmation Order and Effective Date. On or before fourteen (14) Business Days after the entry of this Confirmation Order, pursuant to Bankruptcy Rules 2002(0(7), 2002(k) and 3020(e), the Debtors shall give notice of entry of this Confirmation Order (the "Notice of Confirmation") by delivering such Notice of Confirmation to all creditors and interest holders, the U.S. Trustee and other parties in interest by electronic mail if addresses are available or otherwise by first-class mail, postage prepaid. The Debtors shall also post the Notice of Confirmation on the website maintained by the Claims Agent at https://www.donlinrecano.com/Clients/arl/Index. Such notice is adequate under the circumstances

and no other or further notice is necessary. Within five (5) Business Days after the Effective Date, the Debtors shall file on the docket of the Bankruptcy Court a *Notice of Effective Date* stating that (i) all conditions to the occurrence of the Effective Date have been satisfied or waived; (ii) the Effective Date has occurred and specifying the date thereof for all purposes under the Plan; and (iii) setting forth the name, address and telephone number for the Reorganized Debtors; *provided, however,* that failure to file such notice shall not affect the effectiveness of the Plan or the rights and substantive obligations of any Person hereunder.

46. Notice of Subsequent Pleadings. Except as otherwise may be provided in the Plan or herein, notice of all subsequent pleadings in the Chapter 11 Cases after the Effective Date shall be limited to the following parties: (a) the Reorganized Debtors and their counsel; (b) the United States Trustee; (c) TCB and its counsel of record; (d) Cargill and its counsel of record; (e) Citrus and its counsel of record; (f) any party known to be directly affected by the relief sought therein; and (g) any party that specifically requests additional notice in writing to the Debtors or the Reorganized Debtors, as applicable.

47. Order as Recording Instrument. Notice of entry of this Confirmation Order (i) shall have the effect of an order of the Court, (ii) shall constitute sufficient notice of the entry of this Confirmation Order to filing and recording officers, and (iii) shall be a recordable instrument notwithstanding any contrary provision of nonbankruptcy law. The Court specifically retains jurisdiction to enforce the foregoing direction, by contempt or otherwise.

48. Authorized to Consummate. The Debtors are authorized to consummate the Plan at any time after entry of this Confirmation Order subject to the satisfaction or waiver (by the required parties) of the conditions precedent to Consummation set forth in Section 8.2 of the Plan.

49. Non-Occurrence of Effective Date and Failure to Consummate the Plan. Pursuant to section 8.3 of the Plan, if the Plan fails to be confirmed or become effective, then (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Class of Claims) unless otherwise agreed to by the Debtors and any counterparty to such settlement or compromise, and any document or agreement executed pursuant to the Plan shall be deemed null and void; and (c) nothing contained in the Plan, and no acts taken in preparation for consummation of the Plan, shall (i) constitute or be deemed to constitute a waiver or release of any Claims by or against, or any Interests in, the Debtors or any other Person; (ii) prejudice in any manner the rights of the Debtors or any Person in any further proceedings involving the Debtors; or (iii) constitute an admission of any sort by the Debtors or any other Person.

Resolutions

50. Tax Claims. The Texas Tax Authorities[3] assert that they are Holders of prepetition Claims for 2022 ad valorem property taxes. The Reorganized Debtors shall pay all amounts owed to the Texas Tax Authorities in the ordinary course of business no later than January 31, 2023. In the event the Claims are paid after January 31, 2023, regardless of whether the Claims are disputed or undisputed, the Texas Tax Authorities shall receive interest from February 1, 2023 through payment in full at the state statutory rate pursuant to 11 U.S.C. §§ 506(b), 511, and 1129. The Texas Tax Authorities shall retain their liens that secure all prepetition amounts ultimately owed on their Claims as well as any post-petition tax liens and shall maintain their state law priority of those liens until the Claims are paid in full. The Texas Tax Authorities' lien priority shall not be primed or subordinated by the New Credit Facility approved by the Court in conjunction with the

[3] Bexar County, Galveston County, Madison County, Leon County and Medina County.

Confirmation of this Plan or otherwise. In the event of a default in the timely payment of the tax Claims as provided herein, the Texas Tax Authorities shall provide notice to counsel for the Reorganized Debtors, counsel for Citrus, counsel for TCB, and counsel for Cargill. The Reorganized Debtors shall have twenty (20) days from the date of such notice to cure the default. If the default is not cured, the Texas Tax Authorities shall be entitled to pursue collection of all amounts owed pursuant to state law in State Court without further order from the Bankruptcy Court. The Reorganized Debtors' rights and defenses under Texas state law and the Bankruptcy Code with respect to this provision of the Order, including their right to dispute or object to the Texas Tax Authorities Claims and liens, are fully preserved; provided however, the Reorganized Debtor shall have sixty (60) days from the Effective Date to object to the Texas Tax Authorities claims; otherwise, the Texas Tax Authorities claims shall be deemed allowed secured claims in the amount of their last filed Proofs of Claim. In the event the Reorganized Debtors sell, convey, or transfer any of the properties which are the collateral of the Texas Tax Authorities claims or post confirmation tax debt, the Reorganized Debtors shall first remit to the Texas Tax Authorities the amount of such sales proceeds necessary to satisfy the Texas Tax Authorities Claims for application to the Texas Tax Authorities tax debt incident to any such property sold, conveyed or transferred, and such proceeds shall be disbursed by the closing agent at the time of closing prior to any disbursement of the sale proceeds to any other person or entity. Reorganized Debtors shall pay all post-petition ad valorem tax liabilities (tax year 2023 and subsequent tax years) owing to Texas Tax Authorities in the ordinary course of business as such tax debt comes due and prior to said ad valorem taxes becoming delinquent without the need of the Texas Tax Authorities to file an administrative expense claim and/or request for payment.

51. Surety Bond Obligations. Notwithstanding any other provisions of the Plan, this Order, or any other order of this Bankruptcy Court, on the Effective Date, all rights and obligations related to the Debtors': (i) current surety bonds issued by Lexon Insurance Company ("Lexon" or "Surety") and maintained in the ordinary course of business; (ii) surety payment and indemnity agreements, setting forth the Surety's rights against the Debtors, and the Debtors' obligations to pay and indemnify the Surety from any loss, cost, or expense that the Surety may incur, in each case, on account of the issuance of any surety bonds on behalf of the Debtors; (iii) surety collateral agreements governing collateral, if any, in connection with the Debtors' surety bonds; and/or (iv) ordinary course premium payments to the Surety for the Debtors' surety bonds (collectively, the "Surety Bond Program," and the Debtors' obligations arising therefrom, the "Surety Bond Obligations") shall be reaffirmed and ratified by the applicable Reorganized Debtors and continue in full force and effect and are not discharged, enjoined or released by the Plan in any way. For the avoidance of doubt, nothing in the Plan, this Order or other agreements between the Debtors and third parties, including, without limitation, any exculpation, release, injunction, exclusions and discharge provision of the Plan, including, without limitation, any of those provisions contained in Section IX of the Plan, shall bar, alter, limit, impair, release or modify or enjoin any Surety Bond Obligations. The Sureties are deemed to have opted out of any release, exculpation, injunction provisions of the Plan that apply or could be interpreted to apply to the Sureties, their rights or claims in any respect, and are otherwise not Releasing Parties under the Plan. The Surety Bond Program and all Surety Bond Obligations related thereto shall be treated by the Reorganized Debtors and the Surety in the ordinary course of business as if these Chapter 11 Cases had not been commenced. For the avoidance of any doubt, with a reservation of rights to all parties, and only to the extent applicable, any agreements related to the Surety Bond Program are assumed by

the Debtors and the Reorganized Debtors pursuant to section 365 of the Bankruptcy Code upon the Effective Date. Nothing in the Plan or this paragraph shall affect in any way the Surety's rights against any non-debtor, or any non-debtor's rights against the Surety, including under the Surety Bond Program or with regard to the Surety Bond Obligations.

52. Because Texas Capital Bank is an oversecured creditor, the Allowed Secured Texas Capital Bank already includes post-petition interest through December 20, 2022, notwithstanding section 7.2 of the Plan.

53. Because Cargill is an oversecured creditor, the Allowed Secured Cargill Claim already includes post-petition interest through November 11, 2022, notwithstanding section 7.2 of the Plan.

54. The definition of "Quarterly Net Cash Balance" as set forth in the Plan shall be amended and restated, consistent with the terms of the New TCB Credit Agreement, to mean "the lesser of (1) the month end cash balance in the Reorganized Debtors' bank accounts on a consolidated basis for the current month or (2) the average month end cash balance in the Reorganized Debtors' bank accounts on a consolidated basis for the last 3 months, based on the Reorganized Debtors' consolidated financial statements for the most recently ended quarter, less funds due to other parties in the next three months, including, for example, and without limitation, (1) funds being held in suspense by either or both of Activa and Tiva in their capacity as operator, which funds are attributable to royalty interests, working interests and overriding royalty interests of third parties, (2) funds required to be paid over to New Credit Facility Lender under the New Credit Facility Agreement (in the form presented to Texas Capital Bank for review prior to the date hereof and without giving effect to any amendment thereto unless expressly consented to in writing by Texas Capital Bank for this purpose), and (3) funds necessary for anticipated capital

expenses such as authorizations for expenditures, cash calls, or pursuant to notification from operators of oil and gas wells under oil and gas leases in which the Reorganized Debtors own non-operator working interests of upcoming capital expenditures."

55. The definition of "Funded Debt" as set forth in the Plan shall be amended and restated, consistent with the terms of the New TCB Credit Agreement, to also include "(v) all net obligations then due and payable by the Reorganized Debtors in respect of their hedging agreements which remain unpaid in excess of 30 days after the due date therefore."

56. Section 3.5.2(e) and Section 3.6.2(e) of the Plan shall be amended and restated, consistent with the terms of the New TCB Credit Agreement, as follows: "Beginning twelve months after the Effective Date, if the Quarterly Net Cash Balance exceeds $2,000,000, the Reorganized Debtors shall make additional principal payments to Texas Capital Bank and Cargill in accordance with the Hedge Intercreditor Agreement (as defined in the New TCB Credit Agreement) *pro rata* in accordance with the outstanding principal balance then due to each, which payments shall be in the aggregate amount by which the Quarterly Net Cash Balance exceeds $2,000,000. Reorganized Debtors shall make such payments within sixty (60) days following the end of any quarter in which the reporting transmitted in Section 7.2.2 of the New TCB Credit Agreement reflects a Quarterly Net Cash Balance of greater than $2,000,000."

57. The first sentence of Section 4.4.1(b) of the Plan shall be amended to state: "The Reorganized Debtors shall maintain at the end of each fiscal quarter, commencing with the fiscal quarter ending December 31, 2024, a Funded Debt to EBITDAX ratio less than or equal to 2.5 to 1.0."

58. Section 7.2.4 of the New TCB Credit Agreement and the corollary section in the New Cargill Credit Agreement shall be revised before execution to provide for the Reorganized

Debtors to provide an engineering report within 60 days of June 30 and December 31 of each year during the Plan, as is consistent with Sections 3.5.2(d)(2) and 3.6.2(d)(2) of the Plan.

59. The New TCB Credit Agreement and New Cargill Credit Agreement shall be revised before execution to incorporate the revisions made to Section 4.5 of the Plan as compared to the Third Amended Plan, including (1) incorporating the ability for the Reorganized Debtors' secured creditors to opt-out of the Post-Confirmation Sale if a Sale Trigger occurs more than twelve months after the Effective Date, and (2) that the Reorganized Debtors shall retain cash on-hand of no more than $150,000 to be used for usual and customary wind-down expenses, all as set forth more fully in the Plan.

Miscellaneous

60. Order Nonseverable. The provisions of this Confirmation Order are nonseverable and mutually dependent. This Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted is (i) valid and enforceable pursuant to its terms and (ii) integral to the Plan and may not be deleted or modified without the consent of the Debtors or Reorganized Debtors, as the case may be.

61. Effectiveness of All Actions. All actions authorized to be taken pursuant to the Plan shall be effective on, prior to, or after the Effective Date, pursuant to this Confirmation Order, without further application to, or order of the Court, or further action by the respective officers, directors, managers, members, or holders of equity interests of the Debtors or Reorganized Debtors and with the effect that such actions had been taken by unanimous action of such officers, directors, managers, members or holders of equity interests.

62. Conflicts between Confirmation Order and Plan. To the extent any inconsistency between the provisions of the Plan and this Confirmation Order exists, the terms and provisions

contained in this Confirmation Order shall govern. To the extent there exists any inconsistency between the provisions of the Plan, the Plan Supplement documents and any ancillary documents related thereto, and this Confirmation Order, the parties will work in good faith to harmonize all the documents to reflect the underlying deal points, with all parties reserving the right to seek Bankruptcy Court guidance in the event of any remaining disputes related to same.

63. Captions and Headings. Captions and headings herein are inserted for convenience of reference only and are not intended to be a part of, or to affect the interpretation of, this Confirmation Order.

64. Governing Law. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules), the laws of the State of Texas, without giving effect to the principles of conflicts of law thereof, shall govern the construction and implementation of the Plan and any agreements, documents, and instruments executed in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of each such agreement shall control).

65. Final Order. This Confirmation Order is a Final Order and the period in which an appeal must be filed shall commence upon the entry hereof.

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Submitted by:
Bernard R. Given II
State Bar No. 07990180
10100 Santa Monica Blvd., Suite 2200
Los Angeles, CA 90067
Telephone: 310.282.2000
Facsimile: 310.282.2200
Email: bgiven@loeb.com

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

In re:	§	
	§	
Activa Resources, LLC and	§	Case No. 22-50117
Tiva Resources, LLC,	§	Case No. 22-50118
	§	
Debtors.	§	Chapter 11
	§	
	§	(Jointly Administered under
	§	Case No. 22-50117)

DEBTORS' FOURTH AMENDED JOINT PLAN OF REORGANIZATION

LOEB & LOEB LLP
Bernard R. Given II
State Bar No. 07990180
10100 Santa Monica Blvd., Suite 2200
Los Angeles, CA 90067-4120
Telephone: 310-282-2000
Facsimile: 310-282-2200
Email: bgiven@loeb.com

-and-

Bethany D. Simmons (admitted *pro hac vice*)
345 Park Avenue
New York, NY 10154
Telephone: 212-407-4000
Facsimile: 212-407-4990
Email: bsimmons@loeb.com

Counsel for Debtors
and Debtors in Possession

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INTRODUCTION AND SUMMARY

Activa Resources, LLC and Tiva Resources, LLC, the debtors and debtors-in-possession in the above-captioned cases (the "**Debtors**" or "**Plan Proponents**") propose this Debtors' Fourth Amended Joint Plan of Reorganization (as it may be amended, modified or supplemented from time to time, together with all exhibits annexed hereto or referenced herein, the "**Plan**") for the resolution and satisfaction of all Claims against and interests in the Debtors. All capitalized terms not defined in this introduction have the meanings ascribed to them in Article I of this Plan. Reference is made to the Disclosure Statement for a discussion of the Debtors' history, business, resolution of material disputes, financial projections demonstrating the Debtors' ability to make the payments required by this Plan and a summary and analysis of the Plan and certain related matters. All parties entitled to vote on the Plan should review the Disclosure Statement and the terms of the Plan before voting to accept or reject the Plan. In addition, there may be other agreements and documents that may be filed as part of the Plan, including the Plan Supplement. No solicitation materials, other than the Disclosure Statement and related materials transmitted herewith and approved by the Bankruptcy Court, have been authorized by the Bankruptcy Court for use in soliciting acceptances or rejections of the Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Federal Bankruptcy Rule 3019, the Plan Proponents expressly reserve the right to alter, amend, modify, revoke, or withdraw this Plan prior to its Confirmation.

I.
DEFINITIONS AND RULES OF INTERPRETATION

1.1 **Definitions**. Capitalized terms used herein shall have the meanings set forth in **Exhibit A**.

1.2 **Rules of Interpretation**. For purposes of the Plan: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural; (b) pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter genders; (c) any reference in the Plan to a contract, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (d) any reference in the Plan to an existing document or an exhibit filed or to be filed means such document or exhibit, as it may have been or may be amended, modified or supplemented; (e) unless otherwise specified, all references in the Plan to articles, sections, clauses and exhibits are references to articles, sections, clauses and exhibits of or to the Plan; (f) the words "herein" and "hereto," and other words of similar import, refer to this Plan in its entirety rather than to a particular portion of the Plan; (g) captions and headings to articles and sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (h) any reference to an Entity or Person as a holder of a Claim or Interest includes that Person's successors, assigns and Affiliates; (i) the rules of construction set forth in Bankruptcy Code section 102 shall apply to the extent such rules are not inconsistent with any other provision in this section; (j) any term used herein that is not defined herein shall have the meaning ascribed thereto in the Bankruptcy Code and/or the Bankruptcy Rules, if used therein; and (k) in the event of any ambiguity or conflict between the Plan and the Disclosure Statement, the provisions of the Plan shall govern.

1.3 **Computation of Time**. In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

II.
ADMINISTRATIVE, DIP AND PRIORITY TAX CLAIMS

2.1 **Administrative Claims.** Except as otherwise provided in this Article II, the legal, equitable and contractual rights of the holders of Allowed Administrative Claims are unaltered by this Plan. Subject to the other terms and conditions of this Article II, on the later of the Effective Date or the date on which an Administrative Claim becomes an Allowed Administrative Claim, or, in each such case, as soon as practicable thereafter, each holder of an Allowed Administrative Claim (other than an Allowed Fee Claim) will receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim either (i) Cash equal to the amount of such Allowed Administrative Claim; or (ii) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the holder of such Allowed Administrative Claim shall have agreed upon in writing; *provided*, *however*, that Administrative Claims incurred by Debtors or Reorganized Debtors in the ordinary course of business may be paid in the ordinary course of business by such applicable Debtor or Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court.

2.2 **Bar Date for Administrative Claims**. Except as otherwise provided in section 503(b)(1)(D) of the Bankruptcy Code, unless previously filed or paid, requests for payment of Administrative Claims must be filed and served on the Reorganized Debtors, pursuant to the procedures specified in the Confirmation Order by no later than the Administrative Claims Bar Date. Holders of Administrative Claims that are required to file and serve a request for payment of such Administrative Claims that do not file and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped and enjoined from asserting such Administrative Claims against the Debtors, the Reorganized Debtors, the Reorganized Debtors' Assets, and the Estates, and such Administrative Claims shall be deemed discharged as of the Effective Date. All such Administrative Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Section 9.3 hereof.

Objections to such payment requests must be filed and served on the Reorganized Debtors and the requesting party by the later of (a) sixty (60) days after the Administrative Claims Bar Date and (b) sixty (60) days after the filing of the applicable request for payment of Administrative Claims, if applicable, as the same may be modified or extended from time to time by Final Order of the Bankruptcy Court.

2.3 **Fee Claims.** Professionals or other Entities asserting a Fee Claim for services rendered before the Effective Date must file and serve on the Reorganized Debtors and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court an application for final allowance of such Fee Claim no later than the Fee Claims Bar Date; provided that the Reorganized Debtors shall pay Professionals retained by the Debtors or Reorganized Debtors, in the ordinary course of business for any work performed after the Effective Date, including those reasonable and documented fees and expenses incurred by such Professionals in connection with the implementation and

consummation of this Plan, in each case without further application or notice to or order of the Bankruptcy Court.

Objections to any Fee Claim must be filed and served on the Reorganized Debtors and the requesting party by no later than twenty-one (21) days after the filing of the applicable final request for payment of the Fee Claim.

Each holder of an Allowed Fee Claim shall be (i) paid in full in Cash within ten (10) Business Days after entry of the order approving such Allowed Fee Claim or (ii) will receive such other less favorable treatment as to which Reorganized Debtors and the holder of such Allowed Fee Claim shall have agreed upon in writing.

2.4 **DIP Claims**. The DIP Claims shall survive the Effective Date and shall not be released or discharged pursuant to this Plan or the Confirmation Order, notwithstanding any provision thereof to the contrary. The DIP Claims shall become part of the New Credit Facility and will be paid in accordance with the terms of the New Credit Facility Documents.

2.5 **Priority Tax Claims.** The legal, equitable and contractual rights of the holders of Allowed Priority Tax Claims are unaltered by this Plan. On, or as soon as reasonably practicable after, the later of (i) ninety (90) days following the Effective Date if such Priority Tax Claim is an Allowed Priority Tax Claim as of the Effective Date or (ii) the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, each holder of an Allowed Priority Tax Claim shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Priority Tax Claim, at the election of the Reorganized Debtors: (A) Cash equal to the amount of such Allowed Priority Tax Claim (to the extent there is sufficient Available Cash to make such payment); (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the holder of such Allowed Priority Tax Claim shall have agreed upon in writing; or (C) pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Priority Tax Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable; provided, however, that Priority Tax Claims incurred by Debtors or Reorganized Debtors in the ordinary course of business may be paid in the ordinary course of business by Reorganized Debtors in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (C) above shall be made in equal quarterly payments beginning on the last Business Day of the month following the end of each calendar quarter after the Effective Date, and continuing thereafter until payment in full of the applicable Allowed Priority Tax Claim.

III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

3.1 **General Rules of Classification**. A Claim or interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and

such Claim or Interest has not been paid, released, or otherwise settled prior to the Effective Date. A Claim may be bifurcated and classified in other Classes to the extent that any portion of the Claim falls within the description of such other Classes. A holder of a Claim or Interest is entitled to vote to accept or reject the Plan, consistent with the Voting Rights set forth below, to the extent they hold such Claim or Interest on the Voting Record Date.

3.2 **Classified Claims and Interests**. The Claims against and interests in the Debtors have been classified as follows:

Class	Claim	Status	Voting Rights
Class 1	Allowed Priority Non-Tax Claims	Impaired	Entitled to Vote
Class 2	Allowed Secured Priority Tax Claims	Unimpaired	Not Entitled to Vote
Class 3	Allowed Secured Texas Capital Bank Claim	Impaired	Entitled to Vote
Class 4	Allowed Secured Cargill Claim	Impaired	Entitled to Vote
Class 5	Allowed Other Secured Claims	Impaired	Entitled to Vote
Class 6	Allowed Operator Claims	Impaired	Entitled to Vote
Class 7	Allowed General Unsecured Claims	Impaired	Entitled to Vote
Class 8	Allowed Suspense Claims	Impaired	Entitled to Vote
Class 9	Intercompany Claims	Unimpaired	Not Entitled to Vote
Class 10	Class A Interests	Unimpaired	Not Entitled to Vote
Class 11	Activa Class B Interests	Impaired	Not Entitled to Vote

3.3 **Class 1: Priority Non-Tax Claims**.

3.3.1 **Classification**. Class 1 consists of all Allowed Priority Non-Tax Claims. Class 1 is Impaired by the Plan and the holders of Allowed Priority Non-Tax Claims are deemed entitled to vote on the Plan.

3.3.2 **Treatment**. On, or as soon as reasonably practicable after, the later of (i) sixty (60) days following the Effective Date if such Priority Non-Tax Claim is an Allowed Priority Non-Tax Claim as of that date or (ii) sixty (60) days following the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, each holder of an Allowed Priority Non-Tax Claim shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Priority Non-Tax Claim, at the election of the Reorganized Debtors: (A) Cash equal to the amount of such Allowed Priority Non-Tax Claim, payable without interest in quarterly installments over a three-year period; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the

holder of such Allowed Priority Non-Tax Claim shall have agreed upon in writing; or (C) such other treatment such that it will not be Impaired pursuant to section 1124 of the Bankruptcy Code; *provided*, *however*, that Class 1 Claims incurred by Debtors or Reorganized Debtors in the ordinary course of business may be paid in the ordinary course of business by Debtors or Reorganized Debtors, as applicable, in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (A) above shall be made in equal quarterly Cash payments beginning on or about December 31, 2022, and continuing quarterly thereafter until payment in full of the applicable Allowed Secured Priority Non-Tax Claim. Notwithstanding the foregoing, if a Sale Trigger occurs, any holder of an Allowed Priority Non-Tax Claim that has not yet been paid in full shall instead receive payment from the proceeds of the Post-Confirmation Sale consistent with section 4.5 below.

3.4 **Class 2: Secured Priority Tax Claims**.

3.4.1 **Classification.** Class 2 consists of the Allowed Secured Priority Tax Claims. Class 2 is Unimpaired by the Plan and the holders of Allowed Secured Priority Tax Claims are deemed to accept the Plan and, therefore, are not entitled to vote on the Plan.

3.4.2 **Treatment**. On, or as soon as reasonably practicable after, the later of (i) sixty (60) days following the Effective Date, if such Secured Priority Tax Claim is an Allowed Secured Priority Tax Claim as of that date, or (ii) as soon as is reasonably practicable after the date such Secured Priority Tax Claim becomes an Allowed Secured Priority Tax Claim, each holder of an Allowed Secured Priority Tax Claim shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Secured Priority Tax Claim, at the election of the Reorganized Debtors: (A) Cash equal to the amount of such Allowed Secured Priority Tax Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the holder of such Allowed Secured Priority Tax Claim shall have agreed upon in writing; (C) the Collateral securing such Allowed Secured Priority Tax Claim; (D) such other treatment such that it will not be Impaired pursuant to section 1124 of the Bankruptcy Code; or (E) pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Secured Priority Tax Claim payable in regular equal installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Reorganized Debtor. Any installment payments to be made under clause (E) above shall be made in equal quarterly Cash payments beginning on December 31, 2022, and continuing quarterly thereafter until payment in full of the applicable Allowed Secured Priority Tax Claim. Notwithstanding the foregoing, if a Sale Trigger occurs, any holder of an Allowed Secured Priority Tax Claim that has not yet been paid in full shall instead receive payment from the proceeds of the Post-Confirmation Sale consistent with section 4.5 below.

3.5 **Class 3: Allowed Secured Texas Capital Bank Claim**.

3.5.1 **Classification**. Class 3 consists of the Allowed Secured Texas Capital Bank Claim. Class 3 is Impaired by the Plan and the holder of the Allowed Secured Texas Capital Bank Claim is entitled to vote on the Plan.

3.5.2 **Treatment**.

(a) Texas Capital Bank shall have a final, Allowed Claim of $10,916,511.13, subject to inclusion of additional interest, if any, from December 20, 2022 through the Confirmation Date (the "**Allowed Secured Texas Capital Bank Claim**"). Texas Capital Bank's claim(s) for post-petition professionals' fees and expenses will be the subject of a claim or application per 11 U.S.C. §506(b) or other applicable Bankruptcy Code section, with all parties' rights reserved as to such claim or application. Post-petition professionals' fees and expenses allowed by the Bankruptcy Court shall be added to the Allowed Secured Texas Capital Bank Claim and payable in accordance with this section 3.5.2.

(b) The holder of the Allowed Secured Texas Capital Bank Claim shall be paid (1) interest only for the first twelve months following the Effective Date based on a six year amortization schedule, (2) principal and interest during the thirteenth to forty-first months following the Effective Date based on a six year amortization schedule, and (3) a balloon payment during the forty-second month following the Effective Date. The Allowed Secured Texas Capital Bank Claim shall accrue interest at the Prime Rate plus 2.5% per annum from the Effective Date through the thirty-sixth month and at the Prime Rate plus 5% per annum from the thirty-seventh month through the forty-second month following the Effective Date. The Prime Rate shall be adjusted as set forth in the New TCB Credit Agreement. Each installment shall be due on the first Business Day of the month beginning in the first full month following the Effective Date.

(c) Payment of the Allowed Secured Texas Capital Bank Claim shall be secured by the Texas Capital Bank Collateral pursuant to the terms of the New TCB Credit Documents. The New TCB Credit Documents shall reflect that Texas Capital Bank and Cargill shall retain all pre-existing liens which are fully perfected and first-priority (except for undeveloped acreage on the OSR-Halliday Unit upon which the proposed New Credit Facility Lender will be granted priming liens) and shall be granted blanket liens on all of the Reorganized Debtors' Assets, including second liens on the Pruitt Project's acreage and wells, which liens shall be subordinate to the New Credit Facility Lender, unless and until those prior liens are satisfied. On the Effective Date, the Reorganized Debtors shall be authorized to enter into and execute the New TCB Credit Documents substantially in the form contained in the Plan Supplement, and any related agreements or filing without the need for any further corporate or organizational action and without further action by or approval of the Bankruptcy Court.

(d) Until the Allowed Secured Texas Capital Bank Claim is repaid in full pursuant to paragraph (a) above, the Reorganized Debtors shall provide the following reporting to Texas Capital Bank:

(1) during the term of the Plan, within 60 days after the quarters ending March 31, June 30, September 30 and December 31, the Reorganized Debtors shall transmit to Texas Capital Bank (a) statements of assets and liabilities for the most recently ended quarter, (b) financial statements for the most recently ended quarter, and (c) financial projections for the upcoming quarter;

(2) within 60 days of June 30 and December 31 of each year during the term of the Plan, the Reorganized Debtors shall transmit to Texas Capital Bank an engineering reserve report of the Reorganized Debtors' oil and gas producing properties, and the reserve reports issued as of December 31 of each year during the term of the Plan shall thereafter be audited by a third party and a copy provided to Texas Capital Bank; and

(3) any reporting that the Reorganized Debtors are required to provide to the New Credit Facility Lender under the New Credit Facility Documents.

(e) Beginning twelve months after the Effective Date, if the Reorganized Debtors' Quarterly Net Cash Balance exceeds $2 million, the Reorganized Debtors shall make an additional *pro rata* principal payment to Texas Capital Bank and Cargill in the amount by which the Reorganized Debtors' Quarterly Net Cash Balance exceeds $2 million. The Reorganized Debtors shall make such payment within sixty (60) days following the end of any quarter in which the reporting reflects a Quarterly Net Cash Balance of greater than $2 million.

(f) Except with the written consent of each of Texas Capital Bank, Cargill and the New Credit Facility Lender, until the Allowed Secured Cargill Claim and Allowed Secured Texas Capital Bank Claim is repaid in full, the Reorganized Debtors shall not obtain additional secured debt outside the ordinary course of business; provided, however, that the Reorganized Debtors are expressly permitted to enter into and to obtain (1) the New Credit Facility from the New Credit Facility Lender pursuant to the terms of the New Credit Facility Documents, (2) financing for normal course purchases through lease financing or other similar arrangements which do not exceed, in the aggregate outstanding at any one time, $100,000, and (3) replacement financing to make the final payments to Texas Capital Bank and Cargill during no later than the forty-second (42) month following the Effective Date.

(g) Notwithstanding the treatment of the Allowed Secured Texas Capital Bank Claim set forth in paragraph (b) above, if a Sale Trigger occurs, the holder of the Allowed Secured Texas Capital Bank Claim shall continue to receive monthly payments of interest only or principal and interest, as applicable under paragraph (b) above, however instead of the balloon payment during the forty-second month following the Effective Date it shall instead receive payment from the proceeds of the Post-Confirmation Sale consistent with section 4.5 below.

3.6 **Class 4: Allowed Secured Cargill Claim**.

3.6.1 **Classification.** Class 4 shall consist of the holder of the Allowed Secured Cargill Claim. Class 4 is Impaired by the Plan and the holder of the Allowed Secured Cargill Claim is entitled to vote on the Plan.

3.6.2 **Treatment.**

(a) Cargill shall have a final, Allowed Claim of $1,290,392.68, subject to inclusion of additional interest from November 11, 2022 through the Confirmation Date and additional attorneys' fees from December 1, 2022 through the Confirmation Date. Except to the extent otherwise agreed to by Cargill and the Debtors, Cargill's claim(s) for post-petition attorneys' fees from November 1, 2022 to the Confirmation Date will be the subject of a claim or application per 11 U.S.C. §506(b) or other applicable Bankruptcy Code section, with all parties' rights reserved as to such claim or application. Post-petition attorney's fees allowed by the Bankruptcy Court shall be added to the Allowed Secured Cargill Claim and payable in accordance with section 3.6.2 of the Plan.

(b) The holder of the Allowed Secured Cargill Claim shall be paid (1) interest only for the first twelve months following the Effective Date based on a six year amortization schedule, (2) principal and interest during the thirteenth to forty-first months following the Effective Date based on a six year amortization schedule, and (3) a balloon payment during the forty-second month following the Effective Date. The Allowed Secured Cargill Claim shall accrue interest at the Prime Rate plus 2.5% per annum from the Effective Date through the thirty-sixth month and at the Prime Rate plus 5% per annum from the thirty-seventh month through the forty-second month following the Effective Date. The Prime Rate shall be adjusted as set forth in the New Cargill Credit Agreement. Each installment shall be due on the fifth day of the month (or the next immediately following Business Day if the fifth day is not a business day) beginning in the first full month following the Effective Date.

(c) Payment of the Allowed Secured Cargill Claim shall be secured by the Cargill Collateral pursuant to the terms of the New TCB Credit Documents. The New TCB Credit Documents shall reflect that Texas Capital Bank and Cargill shall retain all pre-existing liens which are fully perfected and first-priority (except for undeveloped acreage on the OSR-Halliday Unit upon which the proposed New Credit Facility Lender will be granted priming liens) and shall be granted blanket liens on all of the Reorganized Debtors' Assets, including second liens on the Pruitt Project's acreage and wells, which liens shall be subordinate to the New Credit Facility Lender, unless and until those prior liens are satisfied. On the Effective Date, the Reorganized Debtors shall be authorized to enter into and execute the New TCB Credit Documents substantially in the form contained in the Plan Supplement, and any related agreements or filing without the need for any further corporate or organizational action and without further action by or approval of the Bankruptcy Court.

(d) Until the Allowed Secured Cargill Claim is repaid in full pursuant to paragraph (b) above, the Reorganized Debtors shall provide the following reporting to Cargill:

(1) during the term of the Plan, within 60 days after the quarters ending March 31, June 30, September 30 and December 31, the Reorganized Debtors shall transmit to Cargill (a) statements of assets and liabilities for the most recently ended quarter, (b) financial statements for the most recently ended quarter, and (c) financial projections for the upcoming quarter;

(2) within 60 days of June 30 and December 31 of each year during the term of the Plan, the Reorganized Debtors shall transmit to Cargill an engineering reserve report of the Reorganized Debtors' oil and gas producing properties, and the reserve reports issued as of December 31 of each year during the term of the Plan shall thereafter be audited by a third party and a copy provided to Cargill; and

(3) any reporting that the Reorganized Debtors are required to provide to the New Credit Facility Lender under the New Credit Facility Documents.

(e) Beginning twelve months after the Effective Date, if the Reorganized Debtors' Quarterly Net Cash Balance exceeds $2 million, the Reorganized Debtors shall make an additional *pro rata* principal payment to Texas Capital Bank and Cargill in the amount by which the Reorganized Debtors' Quarterly Net Cash Balance exceeds $2 million. The Reorganized Debtors shall make such payment within sixty (60) days following the end of any quarter in which the reporting transmitted in paragraph (d)(1) reflects a Quarterly Net Cash Balance of greater than $2 million.

(f) Except with the written consent of each of Texas Capital Bank, Cargill and the New Credit Facility Lender, until the Allowed Secured Cargill Claim and Allowed Secured Texas Capital Bank Claim is repaid in full, the Reorganized Debtors shall not obtain additional secured debt outside the ordinary course of business; provided, however, that the Reorganized Debtors are expressly permitted to enter into and to obtain (1) the New Credit Facility from the New Credit Facility Lender pursuant to the terms of the New Credit Facility Documents, (2) financing for normal course purchases through lease financing or other similar arrangements which do not exceed, in the aggregate outstanding at any one time, $100,000, and (3) replacement financing to make the final payments to Texas Capital Bank and Cargill during no later than the forty-second (42) month following the Effective Date.

(g) Notwithstanding the treatment of the Allowed Secured Cargill Claim set forth in paragraph (b) above, if a Sale Trigger occurs, the holder of the Allowed Secured Cargill Claim shall continue to receive monthly payments of interest only or principal and interest, as applicable under paragraph (b) above, however instead of the balloon payment during the forty-second month following the Effective Date it shall

instead receive payment from the proceeds of the Post-Confirmation Sale consistent with section 4.5 below.

3.7 **Class 5: Allowed Other Secured Claims**.

3.7.1 **Classification**. Class 5 consists of Allowed Other Secured Claims. Class 5 consists of separate subclasses for each Allowed Other Secured Claim that may exist against the Debtors. Class 5 is Impaired by the Plan and the holders of Allowed Other Secured Claims are entitled to vote on the Plan.

3.7.2 **Treatment**. Allowed Other Secured Claims shall accrue interest at the rate of five percent (5%) per annum from the Effective Date. If the property securing an Allowed Other Secured Claim is sold, the holder of the Allowed Other Secured Claim shall be entitled to payment of such Claim from the sale proceeds. Otherwise, the holder of such Allowed Other Secured Claim shall be paid in full in Cash in sixteen (16) equal quarterly installments of principal and interest. Each installment shall be due on the last Business Day of the month following the end of each calendar quarter following the date that the Claim is determined to be an Allowed Other Secured Claim. Payment of each Allowed Other Secured Claim shall be secured by the applicable collateral securing such Claim. Each holder of an Allowed Other Secured Claim shall be entitled to assert a Class 7 General Unsecured Claim for any Deficiency Claim. Notwithstanding the foregoing, if a Sale Trigger occurs, the holder of the Allowed Other Secured Claim shall instead receive payment from the proceeds of the Post-Confirmation Sale consistent with section 4.5 below.

3.8 **Class 6: Allowed Operator Claims**.

3.8.1 **Classification.** Class 6 shall consist of all Allowed Operator Claims. Class 6 is Impaired by the Plan and the holders of Allowed General Unsecured Claims are entitled to vote on the Plan.

3.8.2 **Treatment**. Allowed Operator Claims shall include interest on past due amounts at the rate set forth in the applicable Joint Operating Agreement to the extent the holder of the Operator Claim has a valid and perfected lien on the Debtors' Assets subject thereto. Subject to the terms herein, each holder of an Allowed Operator Claim, in full satisfaction, settlement and release of and in exchange for all such Allowed Operator Claims, shall be entitled to receive (1) a payment equal to 33% of the Allowed Operator Claim within thirty (30) days after such claim becomes an Allowed Operator Claim, (2) a second payment equal to 33% of the Allowed Operator Claim within sixty (60) days after such claim becomes an Allowed Operator Claim, and (3) a payment equal to 34% of the Allowed Operator Claim within ninety (90) days after such claim becomes an Allowed Operator Claim. In no event shall a holder of an Allowed Operator Claim be entitled to collect any amount above the amount of such Allowed Operator Claim. At that time, the holder's Allowed Operator Claim will be fully satisfied and released.

3.9 **Class 7: General Unsecured Claims**.

3.9.1 **Classification**. Class 7 shall consist of all Allowed General Unsecured Claims. Class 7 is Impaired by the Plan and the holders of Allowed General Unsecured Claims are entitled to vote on the Plan.

3.9.2 **Treatment**. Subject to the terms herein, each holder of an Allowed General Unsecured Claim, in full satisfaction, settlement and release of and in exchange for all such Allowed General Unsecured Claims, shall be entitled to receive (1) a payment equal to 33% of the Allowed General Unsecured Claim at the end of the tenth full month after the Effective Date, and (2) a second payment equal to 33% of the Allowed General Unsecured Claim at the end of the eleventh month after the Effective Date, and (3) a payment equal to 34% of the Allowed General Unsecured Claim at the end of the twelfth month after the Effective Date; provided, however, that if a Sale Tigger occurs before holders of Allowed General Unsecured Claims are paid in full, each holder of an Allowed General Unsecured Claim shall instead receive its *pro rata* share, if any, of the proceeds from the Post-Confirmation Sale of the Reorganized Debtors' Assets consistent with section 4.5. In no event shall a holder of an Allowed General Unsecured Claim be entitled to collect any amount above the amount of such Allowed General Unsecured Claim. At that time, the holder's Allowed General Unsecured Claim will be fully satisfied and released.

3.10 **Class 8: Suspense Claims**.

3.10.1 **Classification**. Class 8 shall consist of all Allowed Suspense Claims. Class 8 is Impaired by the Plan and the holders of Allowed Suspense Claims are entitled to vote on the Plan.

3.10.2 **Treatment**. Subject to the terms herein, including Section 7.3.2, each holder of an Allowed Suspense Claim, in full satisfaction, settlement and release of and in exchange for all such Allowed Suspense Claims, shall be entitled to receive twenty-four (24) equal monthly payments beginning within ninety (90) days after such claim becomes an Allowed Suspense Claim; provided, however, that if a Sale Tigger occurs before holders of Allowed Suspense Claims are paid in full, each holder of an Allowed Suspense Claim shall instead receive its *pro rata* share, if any, of the proceeds from the Post-Confirmation Sale of the Reorganized Debtors' Assets consistent with section 4.5. In no event shall a holder of an Allowed Suspense Claim be entitled to collect any amount above the amount of such Allowed Suspense Claim. At that time, the holder's Allowed Suspense Claim will be fully satisfied and released.

3.11 **Class 9: Intercompany Claims**.

3.11.1 **Classification**. Class 9 shall consist of all Intercompany Claims. Class 8 is Unimpaired by the Plan and the holders of Intercompany Claims are not entitled to vote on the Plan.

3.11.2 **Treatment**. Subject to the terms herein, all Intercompany Claims shall be reinstated and shall continue to be maintained on the Reorganized Debtors' books and records.

3.12 **Class 10: Activa Class A Interests and Tiva Interests**.

3.12.1 **Classification**. Class 10 shall consist of all Activa Class A Interests, all Incentive Interests, and all Tiva Interests. Class 10 is Unimpaired by the Plan and the holders of Activa Class A Interests, Incentive Interests, and Tiva Interests are not entitled to vote on the Plan.

3.12.2 **Treatment**. All Holders of Activa Class A Interests, Incentive Interests and Tiva Interests shall retain their Interests. Until all holders of Allowed Claims in Classes 2 through 8 have received the Distributions to which they are entitled to under in Sections 3.3 through 3.10 of this Plan, the Reorganized Debtors may not cause or permit Reorganized Debtors to: (a) declare or pay any dividends, purchase, redeem, retire, defease or otherwise acquire for value the Interests now or hereafter outstanding; or (b) make any distribution of assets, Interests, obligations or securities to its members. Nothing in this Section shall restrict Reorganized Debtors from paying reasonable salaries and benefits to officers or employees of Reorganized Debtors or reimbursing officers or employees of Reorganized Debtors for ordinary and reasonable business expenses incurred on behalf of Reorganized Debtors.

3.13 **Class 11: Activa Class B Interests**.

3.13.1 **Classification**. Class 11 shall consists of all Activa Class B Interests. Class 11 is Impaired by the Plan and the holders of Activa Class B Interests are not entitled to vote on the Plan.

3.13.2 **Treatment**. Consistent with the Activa Company Agreement Amendment, all Activa Class B Interests shall be cancelled and the holder of the Activa Class B Interests will not receive any distribution or other remuneration on account of the Activa Class B Interests.

3.14 **Vacant Classes**. Any Class of Claims that does not have a holder of an Allowed Claim or a Claim temporarily Allowed by the Bankruptcy Court in an amount greater than zero as of the date of the Confirmation Hearing shall be considered vacant and shall be presumed to have accepted the Plan.

3.15 **Insurance**. Notwithstanding anything to the contrary herein, if any Allowed Claim is covered by insurance, such Claim shall first be paid from such insurance with the balance, if any, treated in accordance with the provisions of the Plan governing the Class applicable to such Claim.

3.16 **Special Provision Governing Unimpaired Claims.** Except as otherwise provided herein, nothing under this Plan shall affect Reorganized Debtors' rights and defenses in respect of any Claim that is Unimpaired under this Plan, including, without limitation, all rights in respect of (1) legal and equitable defenses to, (2) setoff or recoupment against, or (3) counter-claims with respect to any such Unimpaired Claims.

IV.
MEANS FOR IMPLEMENTATION

4.1 **Survival of Activa and Tiva**. Activa and Tiva will, as Reorganized Debtors, continue to exist after the Effective Date as limited liability companies with all the powers of a limited liability company pursuant to applicable law and the Company Agreement Amendments.

4.2 **Vesting of Assets**. Except as otherwise expressly provided in this Plan, the Confirmation Order, or any Plan Document, pursuant to sections 1123(a)(5), 1123(b)(3),

1141(b) and (c) and other applicable provisions of the Bankruptcy Code, on and after the Effective Date, all property and Assets of the Estates of the Debtors, and any other Assets or property acquired by the Debtors or the Reorganized Debtors during the Chapter 11 Cases or under or in connection with this Plan shall vest in the Reorganized Debtors free and clear of all Claims, Liens, charges, and other encumbrances, subject to the Plan Documents. On and after the Effective Date, the Reorganized Debtors may (i) operate their respective business, (ii) use, acquire, and dispose of their respective property, and (iii) compromise or settle any Claims, in each case without notice to, supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than restrictions expressly imposed by this Plan or the Confirmation Order.

It is the intent of this Plan to have the Debtors' current NOLs, loss carry-forwards, and/or other tax attributes survive throughout the life of the Plan. The Debtors' NOLs, loss carry-forwards, and/or other tax attributes will be retained by the Reorganized Debtors.

All intercompany claims between the Debtors as of the Effective Date shall be reinstated and shall continue to be maintained on the books and records of the Reorganized Debtors.

4.3 **Exit Financing: New Credit Facility.** The Debtors have negotiated with the New Credit Facility Lender the terms and conditions of the New Credit Facility, which will be in an amount up to $4.87 million, inclusive of the amount of the DIP Claims, plus facility fees. The complete terms and conditions of the New Credit Facility shall be reflected in the New Credit Facility Documents filed in connection with the Plan Supplement and shall be incorporated herein by reference in their entirety. The proceeds of the New Credit Facility shall be used solely for new development as set forth in the New Credit Facility Documents and shall not be used for any other corporate purposes by the Reorganized Debtors.

On the Effective Date, the Reorganized Debtors shall be authorized to enter into the New Credit Facility and execute the New Credit Facility Documents substantially in the form contained in the Plan Supplement, and any related agreements or filing without the need for any further corporate or organizational action and without further action by or approval of the Bankruptcy Court.

Confirmation shall be deemed approval of the New Credit Facility (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Debtors or the Reorganized Debtors in connection therewith), to the extent not approved by the Bankruptcy Court previously, and the Reorganized Debtors shall be authorized to execute and deliver those documents necessary or appropriate to obtain the New Credit Facility, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as the Reorganized Debtors may deem to be necessary to consummate entry into the New Credit Facility.

On the Effective Date, (a) upon the granting of Liens in accordance with the New Credit Facility, the New Credit Facility Lender shall have valid, binding and enforceable first Liens on the collateral specified in the New Credit Facility Documents; and (b) upon the granting of mortgages, pledges, Liens and other security interests in accordance with the New Credit Facility

Documents, the mortgages, pledges, Liens and other security interests granted to secure the obligations arising under the New Credit Facility shall be granted in good faith and shall be deemed not to constitute a fraudulent conveyance or fraudulent transfer, shall not otherwise be subject to avoidance, and the priorities of such Liens and security interests shall be as set forth in the New Credit Facility Documents.

Until the payment in full of the Allowed Secured Texas Capital Bank Claim and the Allowed Secured Cargill Claim, the Reorganized Debtors shall provide notice of any defaults under the New Credit Facility Documents to Texas Capital Bank and Cargill. The New Credit Facility Documents shall require the Reorganized Debtors to provide immediate notice to Texas Capital Bank and Cargill (1) in the event of the occurrence of an Underpaid Month and (2) if the subsequent payment of 100% of the Net Cash Flow from the Program Wells does not equal 1.39% of the Outstanding Facility Balance (all as defined in the New Credit Facility Documents). In addition, until the payment in full of the Allowed Secured Texas Capital Bank Claim, the Reorganized Debtors shall consult with Texas Capital Bank on the proposed terms of any waivers of any material defaults by the New Credit Facility Lender or proposed amendments to the New Credit Facility Documents detrimental to the interests of Texas Capital Bank and/or Cargill. The terms of such waivers or amendments shall be subject to Texas Capital Bank's agreement, which agreement shall not be unreasonably withheld. To the extent Texas Capital Bank withholds such agreement, the Bankruptcy Court shall hold an emergency hearing thereon and the parties shall not object to the expedited setting.

Texas Capital Bank may, but is not obligated to, cure or payoff any default under the New Credit Facility by Reorganized Debtors, with Texas Capital Bank subrogated to the New Credit Facility Lender's position if cured or paid-off.

Any material defaults under the New Credit Facility Documents shall also be defaults under the New TCB Credit Documents. For the avoidance of doubt, defaults giving rise to Sale Triggers are material defaults.

4.4 **Performance Requirements**.

4.4.1 **Debt Coverage Ratio Milestones**. Absent waiver by Texas Capital Bank, Reorganized Debtors shall meet the following "**Debt Coverage Ratio Milestones**":

(a) The Reorganized Debtors shall maintain at the end of each fiscal quarter, commencing with the fiscal quarter ending December 31, 2023, a Funded Debt to EBITDAX ratio less than or equal to 3.5 to 1.0. For the initial quarter, EBITDAX for the fiscal quarter will be multiplied by four (4) to determine annual EBITDAX and will build thereafter: in the quarter ending March 31, 2024, EBITDAX for that fiscal quarter will be added to the prior fiscal quarter and multiplied by two (2), the quarter ending June 30, 2024, EBITDAX for that fiscal quarter will be added to the two (2) prior fiscal quarters divided by three (3) and multiplied by (4), for the quarter ending September 30, 2024, EBITDAX for that quarter will be added to the three prior fiscal quarters.

(b) The Reorganized Debtors shall maintain at the end of each fiscal quarter, commencing with the fiscal quarter ending December 31, 2024, a Funded Debt to

EBITDAX ratio less than or equal to 2.75 to 1.0. For the initial quarter, EBITDAX for the fiscal quarter will be multiplied by four (4) to determine annual EBITDAX and will build thereafter: the quarter ending March 31, 2025, EBITDAX for that fiscal quarter will be added to the prior fiscal quarter and multiplied by two (2), the quarter ending June 30, 2025, EBITDAX for that fiscal quarter will be added to the two (2) prior fiscal quarters divided by three (3) and multiplied by (4), for the quarter ending September 30, 2025, EBITDAX for that quarter will be added to the three prior fiscal quarters.

(c) The Reorganized Debtors shall maintain at the end of each fiscal quarter, commencing with the fiscal quarter ending December 31, 2025, a Funded Debt to EBITDAX ratio less than or equal to 2.25 to 1.0. For the initial quarter EBITDAX for the fiscal quarter will be multiplied by four (4) to determine annual EBITDAX and will build thereafter: the quarter ending March 31, 2026, EBITDAX for that fiscal quarter will be added to the prior fiscal quarter and multiplied by two (2), the quarter ending June 30, 2026, EBITDAX for that fiscal quarter will be added to the two (2) prior fiscal quarters divided by three (3) and multiplied by (4), for the quarter ending September 30, 2026, EBITDAX for that quarter will be added to the three prior fiscal quarters. Thereafter, EBITDAX for the current fiscal quarter will be added to the prior three (3) fiscal quarters.

(d) Once annually beginning on December 31, 2024, in conjunction with the issuance of the engineering reserve report of the Reorganized Debtors' oil and gas producing properties as audited by a third party as required by Section 3.5.2(d)(2) and 3.6.2(c)(2) above, the Reorganized Debtors' net present worth discounted at 10 percent per annum under New York Mercantile Exchange strip pricing from the then-preceding 180 days shall exceed the outstanding Funded Debt owed by the Reorganized Debtors (*i.e.*, the ratio of PV10 value of the Reorganized Debtors' assets to the Reorganized Debtors' outstanding Funded Debt shall be greater than 1:1).

4.4.2 **Exit Facility Milestones**. Absent waiver by the New Credit Facility Lender and Texas Capital Bank:

(a) Reorganized Debtors shall meet the Initial Well AFE Deadline (as defined in the New Credit Facility Documents);

(b) by the date Initial Production has occurred for all three Initial Wells, the aggregate Initial Production from the Initial Wells is less than 70% of the aggregate forecasted production volumes for such wells as set forth in the Haas Report for the same available production timeframe (as such capitalized terms are defined in the New Credit Facility Loan Agreement); and

(c) the terms under which a succession of Underpaid Months give rise to the New Credit Facility Lender's ability to call a default, as contemplated in clause (a) of Article VII of the New Credit Facility Loan Agreement shall not occur

(collectively, the "**Exit Facility Milestones**").

4.4.3 **General and Administrative Expenses.** The Reorganized Debtors' trailing four quarter general and administrative expenses shall be (1) no more than $2 million during 2023, (2) no more than $2.163 million during 2024, and (3) no more than $2.347 million during 2025. Expenses incurred in these Chapter 11 Cases, including, for example, for professional fees and expenses and fees owed pursuant to 28 U.S.C. § 1930 shall be excluded from this general and administrative expense cap.

4.4.4 **Hedges.** Within 90 days after the Effective Date, the Debtors shall procure hedges on 50% of production from wells on which Texas Capital Bank and Cargill retain a first lien after confirmation of this Plan for 24 months, subject to refresh not less than every 6 months; *provided, however*, that it shall not be a default under either this Plan or the New TCB Credit Documents if (1) the Debtors are unable to obtain hedges at a reasonable cost per contract based upon the prevailing market conditions and underwriting standards then available, or (2) the Debtors' proposed hedge provider, on the one hand, and Texas Capital Bank and Cargill, on the other hand, are not able to agree to the terms of any subordination agreement, intercreditor agreement, or other similar agreement necessary for the Debtors to obtain such hedges. If the Reorganized Debtors are unable to procure hedges as outlined herein, then the Reorganized Debtors must continue to try to procure hedges monthly until the payment in full of the Allowed Secured Texas Capital Bank Claim.

4.5 **Post-Confirmation Sale.** The following shall each constitute "**Sale Triggers**": (1) Exit Facility Milestone (a) shall not occur; (2) Exit Facility Milestone (b) or (c) shall occur; or (3) the Reorganized Debtors are unable to meet any of the Debt Coverage Ratio Milestones.

If a Sale Trigger occurs more than 12 months after the Effective Date, then Texas Capital Bank, Cargill and the New Credit Facility Lender shall each have the option to opt their collateral out of the sale process and instead pursue all remedies as permitted under the applicable credit agreements or other applicable law, including (but not limited to) foreclosure. If a Sale Trigger occurs (a) less than 12 months after the Effective Date or (b) (i) more than 12 months after the Effective Date and (ii) Texas Capital Bank, Cargill and/or the New Credit Facility Lender do not opt their collateral out of the sale process, then the Reorganized Debtors shall proceed with the Post-Confirmation Sale, which is expected to occur pursuant to the following timeline:

- If a Sale Trigger occurs more than 12 months after the Effective Date, then Texas Capital Bank, Cargill and the New Credit Facility Lender shall have 21 days from receipt of notice thereof to opt their collateral out of the Post-Confirmation Sale. If no notice of opt-out is received from Texas Capital Bank, Cargill and/or the New Credit Facility Lender then such party's or parties' collateral shall be deemed to participate in the Post-Confirmation Sale.

- The Reorganized Debtors shall begin the sale process within thirty days after a Sale Trigger occurs, including providing timely notice to Holders of Allowed Claims that have not yet been paid in full that the Post-Confirmation Sale process has commenced. Unless waived by those parties whose collateral is being sold, the sale procedures proposed by the Debtors must contain provisions (1) requiring the proposed buyer(s) to apportion specific value to the purchased assets to ensure

that secured parties receive payment from the sale of their collateral, and (2) incorporating the protections afforded to Texas Capital Bank and Cargill in the Final Cash Collateral Order, including the right to credit bid. The sale procedures shall be subject to the approval of Texas Capital Bank in all respects, which approval shall not be unreasonably withheld.

- The Reorganized Debtors will engage the Investment Banker to assist in the sale process within thirty days after a Sale Trigger occurs.

- The Investment Banker will then engage in due diligence for approximately 3-4 weeks that will include analyzing the Reorganized Debtors' technical, production, and land and accounting data, preparing all sales materials, and creating a virtual data room.

- The Investment Banker will then engage in a marketing period of 4-5 weeks that will include, among other things, identifying prospective buyers, distributing marketing packages, facilitating data room presentations, and soliciting initial offers.

- The Investment Banker will then assist the Reorganized Debtors in negotiating and closing the sale.

- Unless waived by those parties whose collateral is being sold, any asset purchase agreement(s) executed in connection with the Post-Confirmation Sale must contain provisions that apportion specific value to purchased assets, in order to ensure that secured parties receive payment from the sale of their collateral.

Absent the consent of those parties whose collateral is being sold or an order of the Bankruptcy Court otherwise, the Reorganized Debtors shall complete the Post-Confirmation Sale process within 180 days after the Investment Banker is engaged and shall proceed to distribute the proceeds from the Post-Confirmation Sale, after deducting any remaining operational costs, the costs of the sale itself including payment of a success fee to the Investment Banker (which is anticipated to be the greater of $350,000 or 3% of the aggregate consideration obtained from the sale of the Reorganized Debtors' Assets), and any remaining priority or administrative claims, to Holders of Allowed Claims on a *pro rata* basis in accordance with the priority of treatment of such Allowed Claims. Secured creditors shall only receive payment from the proceeds of their collateral. Notwithstanding the foregoing, the ultimate sale procedures shall be subject to approval of those parties whose collateral is being sold, which approval shall not be unreasonably withheld.

In the event any party forecloses on assets pursuant to the terms herein, such foreclosure shall occur at least 30 days after the notice of Sale Trigger (and shall include additional time if delay is required due to third party regulatory or other governmental approvals); provided, however, (a) any foreclosing party shall be entitled to post such property for foreclosure upon a Sale Trigger, and (b) in the event the foreclosing parties are Texas Capital Bank and Cargill, the Reorganized Debtors shall retain cash on-hand of no more than $150,000 (exclusive of funds being held in suspense by either or both of Activa and Tiva in their capacity as operator, which

funds are attributable to royalty interests, working interests and overriding royalty interests of third parties) to be used for usual and customary wind-down expenses, including, without limitation, unpaid general and administrative expenses.

4.6 **Preservation of Causes of Action.**

4.6.1 **Maintenance of Causes of Action.** Except as otherwise provided in this Article IV or elsewhere in this Plan or the Confirmation Order or other order of the Bankruptcy Court, and subject to the protections in the Final Cash Collateral Order, after the Effective Date, any and all applicable Causes of Action and Avoidance Actions, whether existing as of the Petition Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding filed in the Chapter 11 Cases shall vest in the Reorganized Debtors. The Reorganized Debtors shall have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all applicable Causes of Action and Avoidance Actions without notice to or approval from the Bankruptcy Court.

4.6.2 **Preservation of All Causes of Action Not Expressly Settled or Released.** Except as otherwise provided in this Article IV or elsewhere in this Plan or the Confirmation Order or other order of the Bankruptcy Court, and subject to the protections in the Final Cash Collateral Order, after the Effective Date, all Causes of Action and Avoidance Actions are reserved for later adjudication by the Reorganized Debtors (including, without limitation, Causes of Action and Avoidance Actions not specifically identified or of which the Plan Proponents may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Plan Proponents at this time or facts or circumstances that may change or be different from those the Plan Proponents now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action or Avoidance Actions upon or after the Confirmation or consummation of this Plan based on the Disclosure Statement, this Plan or the Confirmation Order, except in each case where such Causes of Action or Avoidance Actions have been expressly waived, relinquished, released, compromised or settled in this Plan (including, without limitation, and for the avoidance of doubt, the Release contained in Article IX and Exculpation contained in Article IX hereof) or any other Final Order.

4.7 **Amendment of Company Agreements.** On the Effective Date, the Activa and Tiva company agreements shall be amended as provided in the Company Agreement Amendments.

4.8 **Managers and Officers**. From and after the Effective Date, the current managers and officers of the Debtors shall continue in their current roles.

4.9 **Company Authorization**. On the Effective Date, all matters provided for under this Plan that would otherwise require approval of the members, boards, or managers of the Debtors shall be deemed to have occurred and shall be in effect from and after the Effective Date, without any requirement of further action by the members, boards, or managers of the Debtors.

4.10 **Effectuating Documents and Further Transactions**. On the Effective Date, the Reorganized Debtors shall be authorized to execute, deliver, file, or record such documents, contracts, instruments, and other agreements and take such other actions as may be reasonably necessary to effectuate and further evidence the terms and conditions of the Plan.

4.11 **Authority to Object to and Settle Disputed Claims.** From and after the Effective Date, the Reorganized Debtors shall be authorized with respect to those Claims which are not Allowed Claims hereunder or by Final Order, (i) to object to, and seek estimation of, any Claims filed against, and (ii) pursuant to Bankruptcy Rule 9019(b) and section 105(a) of the Bankruptcy Code, to compromise and settle Disputed Claims, in the ordinary course of business and without further notice to or order of the Bankruptcy Court.

4.12 **Provisions to invoke cramdown proceedings, if necessary.** If all of the applicable requirements of section 1129(a) of the Bankruptcy Code are met other than subparagraph 8 of said such section (which requires that all impaired Classes accept the Plan), the Plan Proponents will then seek confirmation pursuant to section 1129(b) of the Bankruptcy Code, which is commonly referred to as the "cram-down" provision. For purposes of seeking Confirmation under the cram-down provision of the Bankruptcy Code, if that alternative means of Confirmation proves to be necessary, the Plan Proponents reserve the right to modify or vary the terms of the Plan with regard to the Allowed Claims of any rejecting classes, so as to comply with the requirements of section 1129(b).

V.
EXECUTORY CONTRACTS AND LEASES

5.1 **Assumption of Executory Contracts and Unexpired Leases.** On the Effective Date, all executory contracts and unexpired leases of the Debtors will be assumed by the Reorganized Debtors in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, except for those executory contracts and unexpired leases that:

(i) have been assumed or rejected by prior order of the Bankruptcy Court;

(ii) are the subject of a motion to reject pending on the Effective Date;

(iii) are identified in the Plan Documents as being rejected; or

(iv) are rejected or terminated pursuant to the terms of this Plan.

Without amending or altering any prior order of the Bankruptcy Court approving the assumption or rejection of any executory contract or unexpired lease, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

To the extent any provision in any executory contract or unexpired lease assumed or assumed and assigned (as applicable) pursuant to this Plan (including, without limitation, any "change of control" provision) prohibits, restricts or conditions, or purports to prohibit, restrict or condition, or is modified, breached or terminated, or deemed modified, breached or terminated

by, (i) the commencement of the Chapter 11 Cases or the insolvency or financial condition of Debtors at any time before the closing of the Chapter 11 Cases, (ii) Debtors or Reorganized Debtors' assumption or assumption and assignment (as applicable) of such executory contract or unexpired lease, or (iii) the Confirmation of this Plan, then such provision shall be deemed modified such that the transactions contemplated by this Plan shall not entitle the non-debtor party thereto to modify or terminate such executory contract or unexpired lease or to exercise any other default-related rights or remedies with respect thereto, and any required consent under any such contract or lease shall be deemed satisfied by the Confirmation of the Plan.

Each executory contract and unexpired lease assumed and/or assigned pursuant to this Plan shall revest in and be fully enforceable by the Reorganized Debtors in accordance with its terms and conditions, except as modified by the provisions of this Plan, any order of the Bankruptcy Court approving its assumption and/or assignment, or applicable law.

The inclusion or exclusion of a contract or lease on any schedule or exhibit shall not constitute an admission by Debtors that such contract or lease is an executory contract or unexpired lease or that Debtors have any liability thereunder.

5.2 **Cure of Defaults; Assignment of Executory Contracts and Unexpired Leases.** Any defaults under each executory contract and unexpired lease to be assumed, or assumed and assigned, pursuant to this Plan shall be satisfied, pursuant to and to the extent required by section 365(b)(1) of the Bankruptcy Code, by payment of the applicable default amount in Cash on the Effective Date or on such other terms as the Bankruptcy Court may order or the parties to such executory contracts or unexpired leases may otherwise agree in writing (the "**Cure Claim Amount**").

In the event of an assumption, or an assumption and assignment, of an executory contract or unexpired lease under this Plan, at least twenty-one (21) days prior to the Confirmation Hearing, the Plan Proponents shall file and serve upon counterparties to such executory contracts and unexpired leases, a notice of the proposed assumption, or proposed assumption and assignment, which will: (a) list the applicable Cure Claim Amount, if any; (b) if applicable, identify the party to which the executory contract or unexpired lease will be assigned; (c) describe the procedures for filing objections thereto; and (d) explain the process by which related disputes will be resolved by the Bankruptcy Court.

Any objection by a counterparty to an executory contract or unexpired lease to a proposed assumption, or proposed assumption and assignment, or any related cure amount must be filed, served and actually received by the Plan Proponents at least seven (7) days prior to the Confirmation Hearing (notwithstanding anything in the Schedules or a Proof of Claim to the contrary). Any non-Debtor party to an executory contract or unexpired lease that fails to object timely to the proposed assumption, or proposed assumption and assignment, or cure amount will be deemed to have consented to such matters and will be deemed to have forever released and waived any objection to such proposed assumption, proposed assumption and assignment, and cure amount. The Confirmation Order shall constitute an order of the Bankruptcy Court approving each proposed assumption, or proposed assumption and assignment, of executory contracts and unexpired leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any cure payment, (b) the ability of a Debtor or assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the executory contract or unexpired lease to be assumed, or assumed and assigned, or (c) any other matter pertaining to assumption or assignment, the applicable cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving such assumption, or assumption and assignment. If such objection is sustained by Final Order of the Bankruptcy Court, the Reorganized Debtors may elect to reject such executory contract or unexpired lease in lieu of assuming or assigning it. The Reorganized Debtors shall be authorized to effect such rejection by filing a written notice of rejection with the Bankruptcy Court and serving such notice on the applicable counterparty within ten (10) days of the entry of such Final Order.

Subject to any cure claims filed with respect thereto, assumption or assumption and assignment of any executory contract or unexpired lease pursuant to this Plan shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time prior to the effective date of assumption or assumption and assignment, in each case as provided in section 365 of the Bankruptcy Code. Any Proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed or assumed and assigned by Final Order shall be deemed disallowed and expunged (subject to any cure claims filed with respect thereto), without further notice to or action, order, or approval of the Bankruptcy Court.

With respect to any executory contract or unexpired lease assumed and assigned pursuant to this Plan, upon and as of the Effective Date, the applicable assignee shall be deemed to be substituted as a party thereto for the Debtor party to such assigned executory contract or unexpired lease and, accordingly, the Debtors and the Reorganized Debtors shall be relieved, pursuant to and to the extent set forth in section 365(k) of the Bankruptcy Code, from any further liability under such assigned executory contract or unexpired lease.

5.3 **Rejection of Executory Contracts and Unexpired Leases.** The Plan Proponents reserve the right, at any time prior to the Effective Date, except as otherwise specifically provided herein, to seek to reject any contract or lease to which a Debtor is a party and to file a motion requesting authorization for the rejection of any such contract or lease. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in this Article V pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Rejection of any executory contract or unexpired lease pursuant to this Plan or otherwise shall not constitute a termination of any preexisting obligations owed to the Debtors or the Reorganized Debtors, as applicable, under such executory contracts or unexpired leases.

5.4 **Claims on Account of the Rejection of Executory Contracts and Unexpired Leases.** All Proofs of Claim with respect to Claims arising from the rejection of executory contracts or unexpired leases, pursuant to this Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within twenty-eight (28) days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection.

Any Entity that is required to file a Proof of Claim arising from the rejection of an executory contract or an unexpired lease that fails to timely do so shall be forever barred, estopped and enjoined from asserting such Claim, and such Claim shall not be enforceable, against the Debtors, the Reorganized Debtors the Estates, or the Assets, and the Debtors, the Reorganized Debtors and their Estates and Assets and property shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article IX hereof. To the extent applicable, the limitations imposed by section 502 of the Bankruptcy Code shall apply to the relevant rejection Claim, including, without limitation, subsection 502(b)(6) and subsection 502(b)(7) thereof.

5.5 **Extension of Time to Assume or Reject.** Notwithstanding anything to the contrary set forth in Article V of this Plan, in the event of a dispute as to whether a contract is executory or a lease is unexpired, the right of the Reorganized Debtors to move to assume or reject such contract or lease shall be extended until the date that is fourteen (14) days after entry of a Final Order by the Bankruptcy Court determining that the contract is executory or the lease is unexpired. The deemed assumption provided for in Article V of this Plan shall not apply to any such contract or lease, and any such contract or lease shall be assumed or rejected only upon motion of the Reorganized Debtors following the Bankruptcy Court's determination that the contract is executory or the lease is unexpired.

5.6 **Surety Bond Obligations.** Notwithstanding any other provisions of the Plan or any order of the Bankruptcy Court, on the Effective Date, all rights and obligations related to the (i) Debtors' current surety bonds issued by Lexon Insurance Company ("**Surety**") and maintained in the ordinary course of business; (ii) surety payment and indemnity agreements, setting forth the Surety's rights against the Debtors, and the Debtors' obligations to pay and indemnify the Surety from any loss, cost, or expense that the Surety may incur, in each case, on account of the issuance of any surety bonds on behalf of the Debtors; (iii) surety collateral agreements governing collateral, if any, in connection with the Debtors' surety bonds; and/or (iv) ordinary course premium payments to the Surety for the Debtors' surety bonds (collectively, the "**Surety Bond Program**," and the Debtors' obligations arising therefrom, the "**Surety Bond Obligations**") shall be reaffirmed and ratified by the applicable Reorganized Debtors and continue in full force and effect and are not discharged, enjoined or released by the Plan in any way. For the avoidance of doubt, nothing in the Plan or other agreements between the Debtors and third parties, including, without limitation, any exculpation, release, injunction, exclusions and discharge provision of the Plan, including, without limitation, any of those provisions contained in Section IX of the Plan, shall bar, alter, limit, impair, release or modify or enjoin any Surety Bond Obligations. The Surety is deemed to have opted out of any release, exculpation, injunction provisions of the Plan that apply or could be interpreted to apply to the Surety, its rights or claims in any respect, and is otherwise not a Releasing Party under the Plan. The Surety Bond Program and all Surety Bond Obligations related thereto shall be treated by the Reorganized Debtors and the Surety in the ordinary course of business as if these Chapter 11 Cases had not been commenced. For the avoidance of any doubt, with a reservation of rights to all parties, and only to the extent applicable, any agreements related to the Surety Bond Program are assumed by the Debtors and the Reorganized Debtors pursuant to section 365 of the Bankruptcy Code upon the Effective Date. Nothing in the Plan or this paragraph shall affect

in any way the Surety's rights against any non-debtor, or any non-debtor's rights against the Surety, including under the Surety Bond Program or with regard to the Surety Bond Obligations. Notwithstanding the foregoing, the Reorganized Debtors shall be under no obligations to continue the Surety Bond Program with the Surety once the current surety bonds expire during the ordinary course of business.

5.7 **Treatment of Certain Insurance Policies**. Nothing in the Plan, including any releases, shall diminish or impair the enforceability of any policies of insurance that cover claims against the Debtors or any other Person, subject to the occurrence of the Effective Date.

VI.
PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS

6.1 **Resolution of Disputed Claims**.

6.1.1 **Allowance of Claims.** After the Effective Date, the Reorganized Debtors shall have and shall retain any and all available rights and defenses that the Debtors had with respect to any Claim, including, without limitation, the right to assert any objection to Claims based on the limitations imposed by section 502 of the Bankruptcy Code. The Reorganized Debtors may contest the amount and validity of any Disputed Claim or contingent or unliquidated Claim in the ordinary course of business in the manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced or in the Bankruptcy Court and may also object to such Claims in the Bankruptcy Court.

6.1.2 **Prosecution of Objections to Claims**. After the Effective Date, the Reorganized Debtors shall have the exclusive authority to file objections to Claims and settle, compromise, withdraw or litigate to judgment objections to any and all Claims, regardless of whether such Claims are in an Unimpaired Class or otherwise; provided, however, this provision shall not apply to Professional Fee Claims, which may be objected to by any party-in-interest in these Chapter 11 Cases. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court.

6.1.3 **Claims Estimation.** After the Effective Date, the Reorganized Debtors may at any time request that the Bankruptcy Court estimate any Disputed Claim or contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any such Claims, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection. All of the aforementioned Claims and objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court. The rights and objections of all parties are reserved in connection with any such estimation.

6.1.4 **Deadline to File Objections to Claims.** Any objections to Claims shall be filed by no later than the Claims Objection Deadline; provided that nothing contained herein shall limit the Reorganized Debtors' right to object to Claims, if any, filed or amended after the Claims Objection Deadline. Moreover, notwithstanding the expiration of the Claims Objection Deadline, the Reorganized Debtors shall continue to have the right to amend any claims objections and to file and prosecute supplemental objections and counterclaims to a Disputed Claim until such Disputed Claim is or becomes an Allowed Claim pursuant to Final Order of the Bankruptcy Court.

6.2 **No Distributions Pending Allowance.** Notwithstanding any other provision of this Plan to the contrary, no payments or Distributions of any kind or nature shall be made with respect to all or any portion of a Claim or a Disputed Claim unless and until all objections to such Claim or Disputed Claim have been settled or withdrawn or have been determined by Final Order, and the Claim or Disputed Claim has become an Allowed Claim pursuant to a Final Order.

6.3 **Distributions on Account of Disputed Claims Once They Are Allowed.** Beginning within thirty days of when a Claim or Disputed Claim becomes an Allowed Claim, the Reorganized Debtors will make Distributions on account of such Claim or Disputed Claim that has become an Allowed Claim pursuant to the applicable provisions of Article VII of this Plan.

6.4 **Disputed Claims Reserve.** The Reorganized Debtors shall establish the Disputed Claims Reserve. The Disputed Claims Reserve shall equal an amount of Cash equal to 100% of Distributions, in each case to which holders of such Disputed Claims in each applicable Class would be entitled (if at all) under this Plan as of such date if such Disputed Claims were Allowed Claims in their respective Face Amount (or based on the Debtors' books and records if the applicable holder has not yet filed a Proof of Claim and the applicable Bar Date has not yet expired); provided, however, that the Reorganized Debtors shall have the right to file a motion seeking to estimate any Disputed Claims in accordance with Section 6.1.3 above.

VII.
PROVISIONS GOVERNING DISTRIBUTIONS

7.1 **Distributions for Claims Allowed as of the Effective Date.** Except as otherwise provided, Distributions to be made on account of Claims that are Allowed Claims as of the Effective Date shall be made in accordance with Section 7.3. Any payment or Distribution required to be made under this Plan on a day other than a Business Day shall be made on the next succeeding Business Day. Distributions on account of Disputed Claims that first become Allowed Claims after the Effective Date shall be made pursuant to Section 6.3 hereof.

7.2 **No Post-Petition Interest on Claims.** Unless otherwise specifically provided for in this Plan, the Confirmation Order or Final Order of the Bankruptcy Court, or required by applicable bankruptcy law (including, without limitation, as required pursuant to section 506(b) or section 511 of the Bankruptcy Code), post-petition interest shall not accrue or be paid on any

Claims and no holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim.

7.3 **Delivery and Distributions; Undeliverable or Unclaimed Distributions**.

7.3.1 **Delivery of Distributions in General.** The Reorganized Debtors shall make Distributions to holders of Allowed Claims, or in care of their authorized agents, as appropriate, at the address for each such holder or agent as indicated on the Reorganized Debtors' books and records as of the date of any such Distribution; provided that the address for each holder of an Allowed Claim shall be deemed to be the address set forth in the latest Proof of Claim filed by such holder pursuant to Bankruptcy Rule 3001 as of the Distribution Date.

7.3.2 **Minimum Distributions.** Notwithstanding anything herein to the contrary, no interim Distribution shall be made on account of an Allowed Claim that is Impaired under this Plan if the amount of the Distribution is less than $25.00, unless such Distribution is a final Distribution.

7.3.3 **Undeliverable Distributions**.

(a) Holding of Certain Undeliverable Distributions. If the Distribution to any holder of an Allowed Claim is returned to the Reorganized Debtors as undeliverable or is otherwise unclaimed, no further Distributions shall be made to such holder unless and until the Reorganized Debtors are notified in writing of such holder's then current address, at which time all currently due but missed Distributions shall be made to such holder. Undeliverable Distributions shall remain in the possession of the Reorganized Debtors until such time as any such Distributions become deliverable. Undeliverable Distributions shall not be entitled to any additional interest, dividends or other accruals of any kind on account of the Distribution being undeliverable.

(b) Failure to Claim Undeliverable Distributions. Any holder of an Allowed Claim (or any successor or assignee claiming by, through, or on behalf of, such holder) that does not assert a right pursuant to this Plan for an undeliverable or unclaimed Distribution within one hundred eighty days (180) days of the date such Distribution is due shall be deemed to have forfeited its rights for such undeliverable or unclaimed Distribution and any and all future Distributions, and shall be forever barred and enjoined from asserting any such rights for an undeliverable or unclaimed Distribution against the Reorganized Debtors or the Reorganized Debtors' Assets. Any undeliverable or unclaimed Distributions shall become the property of the Reorganized Debtors free and clear of any Claims notwithstanding any federal or state escheat laws to the contrary. Nothing contained in this Plan shall require the Debtors or the Reorganized Debtors to attempt to locate any holder of an Allowed Claim.

(c) Failure to Present Checks. Checks issued by the Reorganized Debtors on account of Allowed Claims shall be null and void if not negotiated within 120 days after the issuance of such check. Any holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within 180 days after the date of mailing or other delivery of such check shall have its Claim for such un-

negotiated check discharged and be forever barred, estopped and enjoined from asserting any such Claim against the Reorganized Debtors or the Reorganized Debtors' Assets. Any such Distribution shall become the property of the Reorganized Debtors and shall be distributed to Reorganized Debtors, free and clear of any Claims notwithstanding any federal or state escheat laws to the contrary.

7.4 **Compliance with Tax Requirements.** All Persons holding Claims shall be required to provide Reorganized Debtors with an executed IRS Form W-9. No Distribution shall be made on account of a claim until the holder of such claim complies with this Section. Any claim for Distribution under the Plan shall be forfeited and barred if this Section is not complied with within one (1) year of the Effective Date.

VIII.
CONDITIONS PRECEDENT

8.1 **Conditions to Confirmation**. Confirmation of this Plan is conditioned upon the Confirmation Order being in a form and substance acceptable to the Debtors.

8.2 **Conditions to the Effective Date**. The Plan may not be consummated, and the Effective Date shall not occur, unless and until each of the conditions set forth below is satisfied:

(a) the Confirmation Order shall be in a form and substance acceptable to the Debtors;

(b) the Confirmation Order shall not then be stayed, vacated, or reversed or shall not have been amended without the agreement of the Debtors; and

(c) the Confirmation Order shall not then be subject to a pending appeal, and the time to appeal or seek review or rehearing or leave to appeal has expired and as to which no appeal or petition for review or rehearing was filed or, if filed, remains pending.

8.3 **Effect of Non-Occurrence of the Conditions to the Effective Date**. If each of the conditions to the occurrence of the Effective Date has not been satisfied or duly waived in accordance with the Plan on or before the first Business Day that is more than sixty (60) days after the Confirmation Date, or such later date as shall be agreed to by the Debtors, the Plan Proponents may schedule a status hearing with the Bankruptcy Court. If the Confirmation Order is ultimately vacated, the Plan shall be null and void in all respects, and nothing contained in the Plan shall constitute an admission, a waiver, or release of any Claims against or interests in the Estates.

IX.
DISCHARGE, INJUNCTION AND RELATED PROVISIONS

9.1 **Discharge of Claims.** To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by this Plan or the Confirmation Order, effective as of the Effective Date, all

consideration distributed under this Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims, interests and Causes of Action of any kind or nature whatsoever against the Debtors or any of their assets or properties, and regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims, interests or Causes of Action.

Except as otherwise expressly provided by this Plan or the Confirmation Order, upon the Effective Date, the Debtors and their Estates shall be deemed discharged and released under and to the fullest extent provided under sections 524 and 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code from any and all Claims of any kind or nature whatsoever, including, but not limited to, demands and liabilities that arose before the Confirmation Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Such discharge shall void any judgment obtained against the Debtors or the Reorganized Debtors at any time, to the extent that such judgment relates to a discharged Claim.

Except as otherwise expressly provided by this Plan or the Confirmation Order, upon the Effective Date: (i) the rights afforded herein and the treatment of all Claims and interests shall be in exchange for and in complete satisfaction, settlement, discharge, and release of all Claims and interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors, or any of their assets, property, or Estates; (ii) all Claims and interests shall be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto shall be extinguished completely without further notice or action, and (iii) all Entities shall be precluded from asserting against the Debtors, the Estates, the Reorganized Debtors, each of their respective successors and assigns, and each of their respective assets and properties, any such Claims or interests, whether based upon any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date or otherwise.

9.2 **Exculpation.** Effective as of the Effective Date, the Plan Proponents shall neither have nor incur any liability to any Entity for any claims or Causes of Action arising on or after the Petition Date and prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation of this Plan, the Disclosure Statement, or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of this Plan; provided, however, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from gross negligence, actual fraud or willful misconduct of such applicable Plan Proponent as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, and other agreements or documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (iii) any objections with respect to any Fee Claim; provided, further, that each Plan Proponent shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person.

9.3 **Injunction.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER, AS OF THE CONFIRMATION DATE, BUT SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, ALL PERSONS WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS OR INTERESTS ARE, WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS, PERMANENTLY ENJOINED AFTER THE CONFIRMATION DATE FROM: (I) COMMENCING, CONDUCTING OR CONTINUING IN ANY MANNER, DIRECTLY OR INDIRECTLY, ANY SUIT, ACTION OR OTHER PROCEEDING OF ANY KIND (INCLUDING ANY PROCEEDING IN A JUDICIAL, ARBITRAL, ADMINISTRATIVE OR OTHER FORUM) AGAINST OR AFFECTING THE DEBTORS, THE REORGANIZED DEBTORS, THE ESTATES OR ANY OF THEIR PROPERTY, OR ANY DIRECT OR INDIRECT TRANSFEREE OF ANY PROPERTY OF OR DIRECT OR INDIRECT SUCCESSOR IN INTEREST TO, ANY OF THE FOREGOING PERSONS OR ANY PROPERTY OF ANY SUCH TRANSFEREE OR SUCCESSOR; (II) ENFORCING, LEVYING, ATTACHING (INCLUDING ANY PRE-JUDGMENT ATTACHMENT), COLLECTING OR OTHERWISE RECOVERING BY ANY MANNER OR MEANS, WHETHER DIRECTLY OR INDIRECTLY, ANY JUDGMENT, AWARD, DECREE OR ORDER AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, OR THE ESTATES OR ANY OF THEIR PROPERTY, OR ANY DIRECT OR INDIRECT TRANSFEREE OF ANY PROPERTY OF OR DIRECT OR INDIRECT SUCCESSOR IN INTEREST TO, ANY OF THE FOREGOING PERSONS, OR ANY PROPERTY OF ANY SUCH TRANSFEREE OR SUCCESSOR; (III) CREATING, PERFECTING OR OTHERWISE ENFORCING IN ANY MANNER, DIRECTLY OR INDIRECTLY, ANY LIEN AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, OR THE ESTATES OR ANY OF THEIR PROPERTY, OR ANY DIRECT OR INDIRECT TRANSFEREE OF ANY PROPERTY OF OR SUCCESSOR IN INTEREST TO, ANY OF THE FOREGOING PERSONS; (IV) ACTING OR PROCEEDING IN ANY MANNER, IN ANY PLACE WHATSOEVER, THAT DOES NOT CONFORM TO OR COMPLY WITH THE PROVISIONS OF THE PLAN TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW; AND (V) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY ACTION THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN; PROVIDED, HOWEVER, THAT NOTHING CONTAINED HEREIN SHALL PRECLUDE ANY PERSON FROM EXERCISING ITS RIGHTS, OR OBTAINING BENEFITS, PURSUANT TO AND CONSISTENT WITH THE PROVISIONS OF THE PLAN, THE PLAN SUPPLEMENT, THE PLAN DOCUMENTS AND ANY OTHER CONTRACTS, INSTRUMENTS, RELEASES, AGREEMENTS AND DOCUMENTS DELIVERED IN CONNECTION WITH THE PLAN. ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT.

9.4 **Binding Nature of Plan.** ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THIS PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL

HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS, ALL ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THIS PLAN, EACH ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH ENTITY: (I) WILL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THIS PLAN; (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR; (III) FAILED TO VOTE TO ACCEPT OR REJECT THIS PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY PRESUMED TO REJECT THIS PLAN.

9.5 **Protection Against Discriminatory Treatment.** To the extent provided by section 525 of the Bankruptcy Code and the Supremacy Clause of the United States Constitution, all Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors, or deny, revoke, suspend or refuse to renew a license, permit, charter, franchise or other similar grant to, condition such a grant to, discriminate with respect to such a grant, against a Reorganized Debtor, solely because such Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before such Debtor is granted or denied a discharge) or has not paid a debt that is dischargeable in the Chapter 11 Cases.

X.
RETENTION OF JURISDICTION

10.1 **Jurisdiction.** Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, on and after the Effective Date, retain exclusive jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and this Plan the full extent as legally permissible, including, without limitation, jurisdiction to:

(a) allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or interest, including, without limitation, the resolution of any request for payment of any Administrative Claim, Fee Claim, Priority Tax Claim, and the resolution of any and all objections to the allowance or priority of any such Claim or interest;

(b) grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or this Plan, for periods ending on or before the Effective Date;

(c) hear and determine motions pursuant to section 363 and other applicable provisions of the Bankruptcy Code relating to any Post-Confirmation Sale;

(d) resolve any matters related to the assumption, assignment or rejection of any executory contract or unexpired lease to which a Debtor is party or with respect to which the Debtors or Reorganized Debtors may be liable and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including, without limitation, those matters related to any amendment to this Plan after the Effective Date to add executory contracts or unexpired leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected (as applicable);

(e) resolve any issues related to any matters adjudicated in the Chapter 11 Cases;

(f) ensure that Distributions to holders of Allowed Claims are accomplished pursuant to the provisions of this Plan;

(g) decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action and Avoidance Actions that are pending as of the Effective Date or that may be commenced in the future;

(h) grant or deny any applications involving the Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, provided, however that the Reorganized Debtors shall reserve the right to commence applicable actions in all appropriate forums and jurisdictions;

(i) enter such orders as may be necessary or appropriate to implement or consummate the provisions of this Plan and all other contracts, instruments, releases, and other agreements or documents adopted in connection with this Plan or the Disclosure Statement;

(j) resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of this Plan or any Entity's obligations incurred in connection with this Plan;

(k) hear and determine all Causes of Action and Avoidance Actions that are pending as of the Effective Date or that may be commenced in the future;

(l) issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference with consummation or enforcement of this Plan;

(m) enforce the terms and conditions of this Plan, and the Confirmation Order;

(n) resolve any cases, controversies, suits or disputes with respect to the Release, the Exculpation, the Injunction and other provisions contained in Article IX hereof and enter such orders or take such others actions as may be necessary or appropriate to implement or enforce all such provisions;

(o) enter and implement such orders or take such other actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

(p) resolve any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order or any release or exculpation adopted in connection with this Plan and;

(q) enter an order concluding or closing the Chapter 11 Cases.

Notwithstanding the foregoing, if the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article of the Plan, the provisions of this Article X shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

XI.
MISCELLANEOUS PROVISIONS

11.1 **Payment of Statutory Fees**. All outstanding fees payable pursuant to section 1930 of title 28, United States Code shall be paid when due.

11.2 **Modification of Plan.** Effective as of the date hereof and subject to the limitations and rights contained in this Plan: (a) the Plan Proponents reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan prior to the entry of the Confirmation Order; and (b) after the entry of the Confirmation Order, the Reorganized Debtors may, upon order of the Bankruptcy Court, amend or modify this Plan in accordance with section 1127(b) of the Bankruptcy Code. Notwithstanding the foregoing, the Reorganized Debtors may remedy any defect or omission or reconcile any inconsistency in this Plan in such a manner as may be necessary or appropriate to carry out the purpose and intent of this Plan, without further notice to or order of the Bankruptcy Court. A holder of a Claim that has accepted this Plan shall be deemed to have accepted this Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such holder.

11.3 **Revocation or Withdrawal of Plan.** The Plan Proponents reserve the right to revoke or withdraw this Plan prior to the Effective Date and/or to file subsequent chapter 11 plans.

11.4 **Service of Documents.** Any notice, direction or other communication given regarding the matters contemplated by this Plan (each, a "**Notice**") must be in writing, sent by personal delivery, electronic mail, courier or facsimile and addressed as follows:

Activa Resources, LLC
Tiva Resources, LLC
403 E Commerce St., Suite 220
San Antonio, TX 78205

with copies to:

Loeb & Loeb LLP
10100 Santa Monica Blvd., Ste. 2200
Los Angeles, CA 90067
Telephone: (310) 282-2000
Fax: (310) 734-1686
E-Mail: bgiven@loeb.com
Attention: Bernard R. Given II, Esq.

A Notice is deemed to be given and received: (a) if sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, (b) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile, or (c) if sent by electronic mail, when the sender receives an email from the recipient acknowledging receipt, provided that an automatic "read receipt" does not constitute acknowledgment of an email for purposes of this Section. Any party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any element of a party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice to a party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a party.

11.5 **Exemption from Transfer Taxes Pursuant to Section 1146(a) of the Bankruptcy Code.** Pursuant to section 1146(a) of the Bankruptcy Code, any issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer of property, pursuant to or in connection with this Plan shall not be subject to any Stamp or Similar Tax or governmental assessment in the United States or by any other Governmental Unit, and the Confirmation Order shall direct the appropriate federal, state or local (domestic or foreign) governmental officials or agents to forgo the collection of any such Stamp or Similar Tax or governmental assessment and to accept for filing and recordation instruments or other documents evidencing such action or event without the payment of any such Stamp or Similar Tax or governmental assessment. Such exemption specifically applies, without limitation, to (i) all actions, agreements and documents necessary to evidence and implement the provisions of, transactions contemplated by and the Distributions to be made under this Plan.

11.6 **Votes Solicited in Good Faith.** Upon entry of the Confirmation Order, the Plan Proponents will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Plan Proponents and their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties or individuals or the Reorganized Debtors will have any

liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the securities offered and sold under the Plan and any previous plan, if any.

11.7 **Closing of Chapter 11 Cases.** The Reorganized Debtors shall file with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases as soon as reasonably practical.

11.8 **Conflicts.** Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, the Plan Documents, or any other order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control.

11.9 **Substantial Consummation.** "**Substantial Consummation**" of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

Date: December 16, 2022

ACTIVA RESOURCES, LLC AND
TIVA RESOURCES, LLC

By: */s/* John Hayes
John Hayes, President
Debtors and Plan Proponents

LOEB & LOEB LLP

By: */s/* Bernard R. Given II
Bernard R. Given II
Attorneys for Debtors

EXHIBIT A
DEFINITIONS

As used in the Debtors' Plan of Reorganization, the following terms shall have the following meanings and, as the context requires, the singular shall include the plural:

"**Activa**" means Activa Resources, LLC, a Texas limited liability company and a Chapter 11 Debtor.

"**Activa Class A Interest**" means all Class A Unit equity securities, within the meaning of Bankruptcy Code section 101(16), issued by Activa and outstanding prior to the Effective Date, including, without limitation, any Class A Unit membership interests of Activa, together with any warrants, conversion rights, rights of first refusal, subscriptions, commitments, agreements, or other rights to acquire or receive any equity ownership interests in Activa as a result of ownership of any Class A Units prior to the Effective Date.

"**Activa Class B Interest**" means all Class B Unit equity securities, within the meaning of Bankruptcy Code section 101(16), issued by Activa and outstanding prior to the Effective Date, including, without limitation, any Class B Unit membership interests of Activa, together with any warrants, conversion rights, rights of first refusal, subscriptions, commitments, agreements, or other rights to acquire or receive any equity ownership interests in Activa as a result of ownership of any Class B Units prior to the Effective Date.

"**Administrative Claim**" means an obligation of the Debtors under Bankruptcy Code section 503(b) entitled to priority in payment under Bankruptcy Code section 507(a), including but not limited to: (a) the actual and necessary costs and expenses incurred after the Petition Date for preserving the Estates and/or operating the Debtors' business; (b) cure costs associated with the assumption or assumption and assignment of executory contracts and unexpired leases pursuant to Bankruptcy Code section 365 (other than to the extent assumed by a third party under an asset purchase agreement and sale approved by the Bankruptcy Court); and (c) all Statutory Fees. As used herein, the term "Administrative Claim" shall exclude Fee Claims.

"**Administrative Claims Bar Date**" means the first Business Day that is at least sixty (60) days after the Effective Date or such other date ordered by the Bankruptcy Court.

"**Affiliate**" shall have the meaning set forth in section 101(2) of the Bankruptcy Code.

"Allowed Claim" means a Claim that is not a Disputed Claim or a Disallowed Claim and (a) for which a Proof of Claim has been timely filed by the applicable Claims Bar Date and as to which no objection to allowance thereof has been timely interposed within the applicable period of time fixed by this Plan, the Bankruptcy Code, the Bankruptcy Rules or order of the Bankruptcy Court; (b) that has been listed by the Debtors in their Schedules as liquidated in a specified amount and is not Disputed or contingent and for which no contrary Proof of Claim has been timely filed; or (c) that is expressly Allowed pursuant to the terms of this Plan or a Final Order of the Bankruptcy Court. The term "Allowed Claim" shall not, for purposes of computing Distributions under this Plan, include interest on such Claim from and after the Petition Date, except as provided in sections 506(b) or 511 of the Bankruptcy Code or as otherwise expressly set forth in this Plan or a Final Order of the Bankruptcy Court.

"**Allowed Administrative Claim"** means an Administrative Claim to the extent that it is an Allowed Claim.

"**Allowed Fee Claim"** means a Fee Claim to the extent that it is an Allowed Claim.

"**Allowed General Unsecured Claim**" means a General Unsecured Claim to the extent that it is an Allowed Claim.

"**Allowed Other Secured Claim**" means an Other Secured Claim to the extent that it is an Allowed Claim.

"**Allowed Priority Non-Tax Claim**" means a Priority Non-Tax Claim to the extent that it is an Allowed Claim.

"**Allowed Priority Tax Claim**" means a Priority Tax Claim to the extent that it is an Allowed Claim.

"Allowed Secured Cargill Claim" means a Secured Cargill Claim to the extent that it is an Allowed Claim.

"**Allowed Secured Texas Capital Bank Claim**" has the meaning set forth in section 3.5.2(a).

"**Allowed Secured Priority Tax Claim**" means a Secured Priority Tax Claim to the extent that it is an Allowed Claim.

"**Assets**" means (a) all assets and properties of every kind, nature, character and description (whether real, personal, or mixed, whether tangible and intangible, including contract rights, wherever situated and by whomever possessed), including the goodwill related thereto, operated, owned or leased by the Debtors as of the Effective Date and that constitute property of the Estates within the purview of Bankruptcy Code section 541, including, without limitation, any and all Claims, Causes of Action, Avoidance Actions and rights of the Debtors under federal, state, or foreign law, letters of credit issued for the benefit of the Debtors and the monies deposited to secure the performance of any contract or lease by the Debtors; and (b) the proceeds, products, rents and profits of any of the foregoing.

"**Avoidance Actions**" means any claims, rights, defenses, or other Causes of Action arising under Chapter 5 of the Bankruptcy Code, including, without limitation, under Bankruptcy Code sections 502, 510, 541, 542, 543, 544, 545, 547, 548, 549, 550, 551 or 553, or under similar or related state or federal statutes and common law, including state fraudulent transfer laws, whether or not prosecution of such actions has commenced as of the Confirmation Date or the Effective Date, and whether or not standing to bring such claims is held by any representative of the Estates, any party-in-interest, or any other Entity or Person.

"**Bankruptcy Code**" means title 11 of the United States Code, 11 U.S.C. §§ 101 et. seq., and as such title has been, or may be, amended from time to time, to the extent that any such amendment is applicable to the Chapter 11 Cases.

"**Bankruptcy Court**" means the United States Bankruptcy Court for the Western District of Texas, San Antonio Division, or such other court having jurisdiction over the Chapter 11 Cases or any proceeding within, or appeal of an order entered in the Chapter 11 Cases.

"**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedure, and as such rules have been, or may be, amended from time to time, to the extent that any such amendment is applicable to the Chapter 11 Cases.

"**Bar Date**" means, as applicable, (a) the Administrative Claims Bar Date, (b) the General Bar Date, and/or (c) any Rejection Bar Date.

"**Business Day**" means any day, other than a Saturday, Sunday or a "legal holiday" (as such term is defined by Bankruptcy Rule 9006(a)).

"**Cargill Claim**" means that certain claim asserted by Cargill, Inc. pursuant to Claim No. 31 as maintained by the Claims and Noticing Agent.

"**Cargill Collateral**" means the collateral securing the Cargill Claim.

"**Cash**" means money that is legal tender of the United States of America or the indubitable equivalent thereof.

"**Causes of Action**" means any and all claims, rights, demands, actions, suits, obligations, liabilities, defenses, offsets, setoffs, recoupments, actions in law or equity or otherwise, causes of action, choses in action, suits, damages, rights to legal or equitable remedies, judgments, third-party claims, counterclaims and cross-claims against any Entity or Person, in each case whether known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, in contract, in tort, in law or in equity, or pursuant to any other theory of law, whether asserted or assertable directly or derivatively in law or equity or otherwise by way of claim, counterclaim, cross-claim, third party action, action for indemnity or contribution or otherwise, whether arising under the Bankruptcy Code or federal, state, common, or other law, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date.

"**Chapter 11 Cases**" means the jointly administered Chapter 11 cases of the Debtors pending before the Bankruptcy Court and bearing case numbers 22-50117 and 22-50118.

"**Company Agreement Amendments**" means amendments to the Debtors' operating agreements in the form filed with the Plan Supplement.

"**Claim**" has the meaning ascribed to such term in Bankruptcy Code section 101(5). As used herein, the term may include an Administrative Claim and a Fee Claim.

"**Claims and Noticing Agent**" means Donlin Recano & Co., the Debtors' Claims, Noticing and Solicitation Agent, as approved by the Bankruptcy Court pursuant to Docket No. 80.

"**Claims Objection Deadline**" means with respect to any applicable Proof of Claim, the latest of (a) one hundred eighty (180) days after the Effective Date; (b) ninety (90) days after the filing of such Proof of Claim, or (c) such other date as may be specifically fixed by Final Order of the Bankruptcy Court for objecting to Claims.

"**Class**" means a category of holders of Claims or interests, as described in Article III of this Plan.

"**Confirmation**" means confirmation of the Plan pursuant to Bankruptcy Code section 1129.

"**Confirmation Date**" means the date upon which the Confirmation Order is entered on the docket maintained by the Bankruptcy Court pursuant to Bankruptcy Rule 5003.

"**Confirmation Hearing**" means the hearing before the Bankruptcy Court at which the Plan is confirmed.

"**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plan pursuant to Bankruptcy Code section 1129.

"**Debtors**" means Activa and Tiva, as debtors and debtors-in-possession in the Chapter 11 Cases.

"Deficiency Claim" means with respect to any Claim secured by a Lien in any Assets having a value of less than the amount of such Claim (after taking into account other Liens of higher priority in such property), the portion of such Claim equal to the difference between (a) the allowed amount of the Claim and (b) the allowed amount of the secured portion of such Claim (which allowed secured amount may be set pursuant to this Plan).

"**DIP Claims**" means all Claims of the Citrus Holdings, LLC relating to that certain loan made to the Debtors in the original principal amount of Four Hundred Fifty Thousand and No/100 Dollars ($450,000.00) pursuant to the terms of that certain Debtor-in-Possession Loan and Security Agreement, entered into as of March 7, 2022, and approved pursuant to the final order entered by the Bankruptcy Court at Docket No. 141.

"**Disallowed Claim**" means a Claim, or any portion thereof, that (a) has been disallowed by a Final Order, or (b) (i) is Scheduled at zero, in an unknown amount or as contingent, Disputed or unliquidated and (ii) as to which the Bar Date has been established but no Proof of Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law.

"Disclosure Statement" means the written disclosure statement that relates to the Plan, including all exhibits, appendices, schedules and annexes attached thereto, as it may be altered, amended, supplemented or modified from time to time, and that is prepared, approved and distributed in accordance with Bankruptcy Code section 1125 and Bankruptcy Rule 3018.

"Disputed" means with respect to any Claim, other than a Claim that has been Allowed pursuant to the Plan or a Final Order, a Claim (i) as to which no Request for Payment or Proof of Claim has been filed by the applicable Bar Date and which is listed in the Schedules as unliquidated, contingent, or Disputed; (ii) as to which a Request for Payment or Proof of Claim has been filed by the applicable Bar Date and as to which an objection or request for estimation has been filed by the applicable Claims Objection Deadline, or which is otherwise Disputed in accordance with applicable law and this Plan, which objection, request for estimation, or dispute has not been withdrawn or determined by a Final Order; (iii) as to which a Request for Payment or Proof of Claim was required to be filed by the Bar Date, but as to which a Request for Payment or Proof of Claim was not timely or properly filed in accordance with the provisions of the Notice of Commencement and Official Form 410; or (iv) if not otherwise Allowed, as to which the applicable Claims Objection Deadline has not expired.

"Disputed Claim" means any Claim, or any portion thereof, that is not a Disallowed Claim, that has not been Allowed pursuant to this Plan or a Final Order of the Bankruptcy Court, and

(a) if a Proof of Claim has been timely filed by the applicable Bar Date, such Claim is designated on such Proof of Claim as unliquidated, contingent or Disputed, or in zero or unknown amount, and has not been resolved by written agreement of the parties or a Final Order of the Bankruptcy Court; or

(b) if either (1) a Proof of Claim has been timely filed by the applicable Bar Date or (2) a Claim has been listed on the Schedules as other than unliquidated, contingent or Disputed, or in zero or unknown amount, a Claim (i) as to which Debtors, Reorganized Debtors, or a Plan Proponent have timely filed an objection or request for estimation in accordance with this Plan, the Bankruptcy Code, the Bankruptcy Rules, and any orders of the Bankruptcy Court or for which such time period to object or file a request for estimation has not yet expired as of the applicable date of determination or (ii) which is otherwise Disputed by Debtors, Reorganized Debtors or a Plan Proponent in accordance with applicable law, in each case which objection, request for estimation or dispute has not been withdrawn, overruled or determined by a Final Order; or

(c) that is the subject of an objection or request for estimation filed in the Bankruptcy Court and which such objection or request for estimation has not been withdrawn, resolved or overruled by Final Order of the Bankruptcy Court; or

(d) that is otherwise Disputed by Debtors, or Reorganized Debtors in accordance with the provisions of this Plan or applicable law, which dispute has not been withdrawn, resolved or overruled by Final Order.

"**Disputed Claims Reserve(s)**" shall have the meaning ascribed to such term in Section 6.4 of the Plan.

"**Distribution**" means any payment of Cash to be made under the Plan to holders of Allowed Claims.

"**Distribution Address**" means: (a) the address indicated on any applicable Proof of Claim or Request for Payment properly filed by an Entity or Person, or its/his authorized agent, prior to the applicable Bar Date; (b) if no Proof of Claim or other Request for Payment has been filed, the address set forth in the Schedules; or (c) to the extent a Claim has been transferred, the address in the notice filed with the Bankruptcy Court in accordance with Bankruptcy Rule 3001(e) on or before the Effective Date and in accordance with Section 7.3 of the Plan; provided, however, that any Entity or Person may, after the Effective Date, select an alternative Distribution Address by filing a notice with the Bankruptcy Court (with a copy served on the Reorganized Debtors) identifying such alternative Distribution Address.

"**Distribution Date(s)**" means the date or dates on which a Distribution is required to be made under the Plan.

"**Distribution Reserve**" means (i) the Disputed Claims Reserve and (ii) the Unclaimed Distributions.

"**EBITDAX**" means, for any period, the pre-tax net income of the Reorganized Debtors on a consolidated basis for such period plus (without duplication and only to the extent deducted in determining such net income) interest expense of the Reorganized Debtors on a consolidated basis for such period, intangible and tangible drilling and workover expenses and other development expenses deducted in determining the pre-tax net income under successful efforts accounting, depreciation, non-cash amortization, depletion, write-down of Oil and Gas Properties and other non-cash losses and expenses of the Reorganized Debtors on a consolidated basis for such period, less gains on sales of assets and other non-cash income for such period included in the determination of net income of the Reorganized Debtors on a consolidated basis.

"**Effective Date**" means: (a) if no stay of the Confirmation Order is in effect, the first Business Day after the date on which all of the conditions set forth in Article VIII of the Plan have been satisfied or waived in accordance with that Article, or such later date as may be reasonably agreed to by the Plan Proponents; or (b) if a stay of the Confirmation Order is in effect, on the first Business Day after the later of: (i) the date such stay is vacated; and (ii) the date each condition set forth in the Plan has been satisfied or waived as set forth in the Plan.

"**Entity**" has the meaning ascribed to such term in Bankruptcy Code section 101(15).

"**Estates**" means the Chapter 11 estates of each of the Debtors created by Bankruptcy Code section 541.

"**Estimation Order**" means a Final Order, which may be the Confirmation Order, estimating for voting, Distribution or any other proper purposes under the Bankruptcy Code the aggregate (and if applicable, individual) amount of any Claims, whether classified or unclassified under this Plan.

"**Face Amount**" means (a) when used in reference to a Disputed Claim, the full stated amount of the Claim asserted by the applicable holder in any Proof of Claim timely filed with the Bankruptcy Court (or such lesser estimated amount approved by order of the Bankruptcy Court), and (b) when used in reference to an Allowed Claim, the Allowed amount of such Claim.

"**Fee Claim**" means a Claim: (a) of a Professional person retained by order of the Bankruptcy Court for compensation and/or reimbursement of expenses pursuant to Bankruptcy Code sections 327, 328, 330, or 331 (other than ordinary course professionals of the Debtor); and (b) of any professional or other party-in-interest seeking compensation or reimbursement of expenses in connection with the Chapter 11 Cases, pursuant to Bankruptcy Code section 503(b).

"**Fee Claims Bar Date**" means the date that is the first Business Day after the date that is sixty (60) days after the Effective Date unless extended by order of the Bankruptcy Court.

"**Final Cash Collateral Order**" means that certain *Final Order (I) Authorizing the Debtor to Use Cash Collateral; (II) Granting Adequate Protection, and (III) Granting Related Relief*.

"**Final Fee Applications**" means all final applications seeking payment of Fee Claims.

"**Final Order**" means an order or judgment of the Bankruptcy Court (or other court with jurisdiction), as entered on the docket of the Bankruptcy Court (or other court with jurisdiction), that has not been reversed, stayed, modified or amended, and as to which: (a) the time to appeal or seek review has expired and no timely filed appeal or petition for review, rehearing, remand or certiorari is pending; or (b) any appeal taken or petition for review, rehearing, remand or certiorari filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought; provided, however, that the possibility that a motion under Bankruptcy Code section 502(j), Bankruptcy Rules 9023 and 9024, or any other rules or law governing procedure in cases before the Bankruptcy Court, may be filed with respect to such order shall not cause such order not to be a Final Order.

"**Funded Debt**" means: (i) all obligations of the Reorganized Debtors for money borrowed, including (a) the obligations of the Reorganized Debtors for money borrowed by a partnership of which the Reorganized Debtors is a general partner, (b) obligations, whether or not assumed, which are secured in whole or in part by the Property of the Reorganized Debtors or payable out of the proceeds or production from Property of the Reorganized Debtors, and (c) any obligations of the Reorganized Debtors in respect of letters of credit and repurchase agreements; (ii) all obligations of the Reorganized Debtors evidenced by notes, debentures, bonds or similar instruments; (iii) all obligations of the Reorganized Debtors to pay the deferred purchase price of property or services (except trade accounts arising in the ordinary course of business if interest is not paid or accrued thereon); and (iv) all capitalized lease obligations of the Reorganized Debtors.

"**General Bar Date**" means June 13, 2022.

"**General Unsecured Claim**" means a Claim (including any Deficiency Claim) that is not an Administrative Claim, a Fee Claim, a Priority Tax Claim, a Priority Non-Tax Claim, a Secured Priority Tax Claim, a Secured Cargill Claim, a Secured Texas Capital Bank Claim, an Other Secured Claim, an Operator Claim, or a Suspense Claim, whether Allowed or Disputed. To the extent applicable, the limitations imposed by section 502 of the Bankruptcy Code shall apply to the relevant General Unsecured Claim, including, without limitation, subsection 502(b)(6) and subsection 502(b)(7) thereof.

"**Impaired**" has the meaning ascribed to such term in Bankruptcy Code section 1124.

"**Incentive Interests**" means all Incentive Unit equity securities, within the meaning of Bankruptcy Code section 101(16), issued by Activa and outstanding prior to the Effective Date, including, without limitation, any Incentive Unit membership interests of Activa, together with any warrants, conversion rights, rights of first refusal, subscriptions, commitments, agreements, or other rights to acquire or receive any equity ownership interests in Activa as a result of ownership of any Incentive Units prior to the Effective Date.

"**Investment Banker**" means Red Oaks Energy Advisors or if Red Oaks Energy Advisors is unable or unwilling to assist with the Post-Confirmation Sale, such other comparable firm that shall be selected by the Reorganized Debtors, in consultation with Texas Capital Bank, Cargill and the New Credit Facility Lender, to assist with the Post-Confirmation Sale, consistent with the terms and timeline set forth in section 4.5.

"IRS" means the Internal Revenue Service.

"**Lien**" shall have the meaning ascribed to such term in Bankruptcy Code section 101(37).

"**Local Rules**" means the Local Court Rules of the United States Bankruptcy Court for the Western District of Texas.

"**New Credit Facility**" means a senior secured asset-based loan facility in the principal amount of $4.87 million, inclusive of the amount of the DIP Claims.

"**New Credit Facility Collateral**" means the collateral securing repayment of the New Credit Facility.

"**New Credit Facility Documents**" means all agreements, documents, and instruments delivered or entered into in connection with the New Credit Facility.

"**New Credit Facility Lender**" means Citrus Holdings, LLC, as the lender of the New Credit Facility.

"**New Cargill Credit Agreement**" means the Credit Agreement, entered into as of the Effective Date, between Cargill and the Reorganized Debtors.

"**New TCB Credit Agreement**" means the Amended and Restated Credit Agreement, entered into as of the Effective Date between Texas Capital Bank and the Reorganized Debtors

"**New TCB Credit Documents**" means that certain (1) New Cargill Credit Agreement, and (2) New TCB Credit Agreement, copies of which shall be filed with the Plan Supplement.

"**Notice of Commencement**" means the Notice of Chapter 11 Bankruptcy Case approved by the Bankruptcy Court at Docket No. 38.

"**Oil and Gas Properties**" means fee, leasehold, or other interests in or under mineral estates or oil, gas, and other liquid or gaseous hydrocarbon leases with respect to properties situated in the United States or offshore from any State of the United States, including overriding royalty and royalty interests, leasehold estate interests, net profits interests, production payment interests, and mineral fee interests, together with contracts executed in connection therewith and all tenements, hereditaments, appurtenances and properties appertaining, belonging, affixed, or incidental thereto.

"**Operator**" means an operator of oil and gas wells under oil and gas leases in which the Debtors own non-operator working interests.

"**Operator Claim**" shall mean claims held by an operator arising from its status as an Operator.

"**Other Secured Claim**" means a Secured Claim arising prior to the Petition Date against the Debtors, other than a Secured Priority Tax Claim, Secured Cargill Claim, or Secured Texas Capital Bank Claim and that is not subject to an Avoidance Action. For the avoidance of doubt, Other Secured Claim shall not include Operator Claims.

"**Person**" has the meaning ascribed to such term in Bankruptcy Code section 101(41).

"**Petition Date**" means February 3, 2022.

"**Plan**" means this First Amended Joint Plan of Reorganization, dated as of the date set forth on the signature page hereof, together with any amendments or modifications hereto as the Debtors may file hereafter in accordance with the terms of the Plan.

"**Plan Documents**" means, collectively, those documents in furtherance of consummation of the Plan and/or to be executed in order to consummate the transactions contemplated under the Plan, which may be filed by the Debtors with the Bankruptcy Court, including, without limitation, the documents in the Plan Supplement.

"**Plan Supplement**" means (1) the Company Agreement Amendments, (2) the New Credit Facility Documents, (3) the New TCB Credit Documents and (4) such other documents as may be necessary to effectuate the Plan, which shall be filed no later than fourteen (14) days prior to the deadline to vote to accept or reject the Plan.

"**Post-Confirmation Sale**" means that certain sale process of all of the Reorganized Debtors' Assets, which shall be required if a Sale Trigger occurs, subject to the rights of Texas Capital Bank, Cargill and/or the New Credit Facility Lender to pursue all remedies permitted under applicable credit agreements or other applicable law, including (but not limited to) foreclosure.

"**Prime Rate**" has the meaning set forth in the New Credit Facility Agreement, the New TCB Credit Agreement or the New Cargill Credit Agreement, as applicable.

"**Priority Non-Tax Claim**" means a Claim or a portion of a Claim for which priority is asserted under Bankruptcy Code sections 507(a)(3), (4), (5), (6) or (7).

"**Priority Tax Claim**" means a Claim or a portion of a Claim for which priority is asserted under Bankruptcy Code section 507(a)(8).

"**Professional**" means a Person employed in the Debtors' Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330, 331 and 363 of the Bankruptcy Code.

"**Proof of Claim**" means a proof of claim filed with the Bankruptcy Court or with the Claims and Noticing Agent in connection with the Chapter 11 Cases.

"**Pruitt Project**" means all of Activa's right, title and interest in wells, equipment, land, leases, data and agreements that make up the Pruitt Project, located in Atacosa County and Frio County, Texas, to include, without limitation, the Ruple 1H Well, Ruple 2H Well, all leasehold, geological, geophysical, engineering and other data associated with the project and the proceeds thereof.

"**Quarterly Net Cash Balance**" means the lesser of (1) the month end cash balance in the Reorganized Debtors' bank accounts for the current month or (2) the average month end cash balance in the Reorganized Debtors' bank accounts for the last 3 months, based on the Reorganized Debtors' financial statements for the most recently ended quarter, less funds due to other parties in the next three months, including, for example, and without limitation, (1) funds being held in suspense, (2) funds required to be paid over to the New Credit Facility Lender under the New Credit Facility Documents, and (3) funds necessary for anticipated capital expenses such as authorizations for expenditures, cash calls, or pursuant to notification from Operators of upcoming capital expenditures.

"**Ratable, Ratably or Pro Rata**" means the proportion that the Allowed Claim in a particular Class bears to the aggregate amount of (a) Allowed Claims in such Class of the date of determination, plus (b) Disputed Claims (in their aggregate Face Amounts) in such Class as of the date of determination.

"**Rejection Bar Date**" means the date that is twenty-eight (28) days after entry of any order authorizing the rejection of an executory contract or unexpired lease.

"**Reorganized Debtors**" means Activa and Tiva as reorganized pursuant to this Plan on and after the Effective Date.

"**Reorganized Debtors' Assets**" means all assets of the Debtors on the Effective Date.

"**Request for Payment**" means a request for payment of an Administrative Claim filed with the Bankruptcy Court in connection with the Chapter 11 Cases.

"**Sale Triggers**" has the meaning set forth in section 4.5.

"**Schedules**" means, collectively, the (a) schedules of assets, liabilities and executory contracts and (b) statements of financial affairs, as each may be amended and supplemented from time to time, filed by the Debtors pursuant to Bankruptcy Code section 521.

"**Secured Cargill Claim**" means a Cargill Claim to the extent that it is a Secured Claim.

"**Secured Claim**" means a Claim, net of surcharges pursuant to Bankruptcy Code § 506(c), (a) that is secured by a valid, perfected and enforceable Lien that is not subject to an Avoidance Action, in or upon any right, title or interest of the Debtor in and to property of the Estate, to the extent of the value of the holder's interest in such property as of the relevant determination date or (b) that is subject to an offset right pursuant to Bankruptcy Code section 553, to the extent of the amount subject to a valid setoff as of the Effective Date; which Claim shall be in an amount, including post-petition interest and any reasonable fees, costs or charges to the extent permitted under Bankruptcy Code section 506(b), that is agreed to in writing by the holder and Reorganized Debtor or is determined by the Bankruptcy Court pursuant to Bankruptcy Code section 506(a).

"**Secured Priority Tax Claim**" means a Priority Tax Claim to the extent it is a Secured Claim.

"**Secured Texas Capital Bank Claim**" means a Texas Capital Bank Claim to the extent it is a Secured Claim.

"**Statutory Fees**" means the fees due and payable pursuant to section 1930 of title 28 of the United States Code.

"**Subordinated Claim**" means (a) any Claim asserted against the Debtors that is subordinated pursuant to either Bankruptcy Code section 510(b) or Bankruptcy Code section 510(c); or (b) any Claim for any fine, penalty, or forfeiture, or multiple, exemplary, or punitive damages, to the extent that such fine, penalty, forfeiture, or damage is not compensation for actual pecuniary loss suffered by the holder of such Claim, including, without limitation, any such Claim based upon, arising from, or relating to any Cause of Action whatsoever (including, without limitation, violation of law, willful intellectual property infringement, fraud, personal injury, or wrongful death, whether secured or unsecured, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising in law, equity or otherwise), and any such Claim asserted by a governmental unit in connection with a tax or other obligation owing to such unit.

"**Surety**" has the meaning set forth in Section 5.6 of this Plan.

"**Surety Bond Obligation**" has the meaning set forth in Section 5.6 of this Plan.

"**Surety Bond Program**" has the meaning set forth in Section 5.6 of this Plan.

"**Suspense Claim**" means claims held by royalty interest owners, overriding royalty interest owners and working interest owners in oil and gas leases operated by Activa prior to the Petition Date.

"**Tax Code**" means the United States Internal Revenue Code of 1986, as amended, modified or supplemented from time to time, and the rules and regulations promulgated thereunder.

"**Texas Capital Bank Claim**" means that certain claim asserted by Texas Capital Bank pursuant to Claim No. 36 as maintained by the Claims and Noticing Agent.

"**Texas Capital Collateral**" means the collateral securing the Texas Capital Bank Claim.

"**Tiva**" means Tiva Resources, LLC, a Texas limited liability company and a Chapter 11 Debtor.

"**Tiva Interest**" means any equity security, within the meaning of Bankruptcy Code section 101(16), issued by Tiva and outstanding prior to the Effective Date, including, without limitation, any membership interests of Tiva, together with any warrants, conversion rights, rights of first refusal, subscriptions, commitments, agreements, or other rights to acquire or receive any equity ownership interests in Tiva prior to the Effective Date

"**Unclaimed Distribution**" means any Cash or other distributable property unclaimed for a period of One Hundred Twenty (120) days after it has been delivered (or attempted to be delivered) in accordance with the Plan to the holder entitled thereto in respect of such holder's Allowed Claim. Unclaimed Distribution shall, without limitation, include: (a) checks (and the funds represented thereby) mailed to a Distribution Address and returned as undeliverable without a proper forwarding address; (b) funds for uncashed checks; (c) checks (and the funds represented thereby) not mailed or delivered because no Distribution Address to mail or deliver such property was available, notwithstanding efforts by the Reorganized Debtors to locate such address which were commercially reasonable under the circumstances; and (d) checks (and the funds represented thereby) not mailed or delivered because a holder of a Claim or interest is requested to provide a taxpayer identification number or to otherwise satisfy any tax withholding requirements with respect to a Distribution and such holder fails to do so within one hundred twenty (120) days of the date of such request.

"**Unimpaired**" means, with respect to any Claim, that such Claim is not Impaired within the meaning of Bankruptcy Code section 1124.

"**Voting Record Date**" means the date the Bankruptcy Court enters an order approving the adequacy of the Disclosure Statement.

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

In re:	§	
	§	Case No. 22-50117
Activa Resources, LLC and	§	Case No. 22-50118
Tiva Resources, LLC,	§	
	§	Chapter 11
Debtors.	§	
	§	(Jointly Administered under
	§	Case No. 22-50117)

PLAN SUPPLEMENT

Cure Schedule

Exhibit A – New TCB Credit Agreement

Exhibit B – New Credit Facility Agreement

Exhibit C – Activa Company Agreement Amendment

Cure Schedule

	DEBTOR	TITLE OF CONTRACT	STATE WHAT THE CONTRACT OR LEASE IS FOR	NATURE OF THE DEBTOR'S INTEREST	STATE THE TERM REMAINING	COUNTERPARTY	ADDRESS1	CITY	STATE	ZIP	CURE AMOUNT
1	Activa	Crude Oil Purchase Contract and Amendments	Adams Ranch Wells	Contract Party	On Notice	Ace Energy Solutions	24275 Katy Freeway Suite 325	Katy	TX	77494	
2	Activa	Adams Ranch, LLC Operating Agreement	Adams Ranch Wells	Contract Party	On Notice	Adams Ranch LLC	138 E. Hollywood Suite 220	San Antonio	TX	78212	
3	Activa	ADP Payroll Processing Agreement	Employee Agreement	Contract Party	On Notice	ADP LLC	One ADP Boulevard	Roseland	NJ	07068	
4	Activa	AVATAR SUBSCRIBER AGREEMENT	Business Software License	Contract Party	1/24/2019 with automatic renewals and 30-Days Notice to Cancel	Avatar Systems, Inc. Attn. Chuck Shreve, President	2801 Network Blvd Suite 21	Frisco	TX	75034	
5	Activa	Non-Operating JOA and Participation Agreement	M4 Ranch #1	Contract Party	On Notice	Bay Rock Operating Co.	PO Box 12468	San Antonio	TX	78212	$ 3,221.89
6	Activa	TRANSITION AGREEMENT	Operating Agreement for Pruitt Prospect in Atascosa and Frio Counties, Texas, including the Ruple Farms #1 and Ruple Farms #2 wells	Contract Party		BB-SouthTex, LLC Attn. Mark Norville	18615 Tuscany Stone, Suite 200	San Antonio	TX	78258	$ 14,880.00
7	Activa	Non-Operating JOA and Participation Agreement	Operating Agreement for Pruitt Prospect in Atascosa and Frio Counties, Texas, including the Ruple Farms #1 and Ruple Farms #2 wells	Contract Party		BB-SouthTex, LLC Attn. Mark Norville	18615 Tuscany Stone, Suite 200	San Antonio	TX	78258	
8	Activa	Employee Health & Detal Insurance	Employee Insurance	Contract Party	12/31/2022	Blue Cross Blue Shield of Texas	PO BOX 650615	DALLAS	TX	75265-0615	
9	Activa	Exploration Agreement	File No. PR-016	Contract Party		Compadre Resources Attn. David L. Clay	10841 Vandale Street	San Antonio	TX	78216	
10	Activa	Joint Interconnection and Operations Agreements	Adams Ranch	Contract Party	In effect as long as nat gas is or may be delivered. If nat gas is not delivered through facilities for a period of 1 year, then any party may terminate this agreement.	Consolidated Oil and Gas, Inc	316 Main St.	Humble	TX	77338	
11	Activa	Operations Transfer Agreemen	Adams Ranch	Contract Party		Consolidated Oil and Gas, Inc.	316 Main St.	Humble	TX	77338	
12	Activa	Management Liability Policy	Policy No. 652093395	Insured	4/1/2022	Continental Casualty Company CAN Global Specialty Lines	151 N FRANKLIN ST	CHICAGO	IL	60606	
13	Activa	JOA and Participation Agreement. Dolphin Petroleum (Operator), Activa Resources LLC, (Non Operator).	Adams Ranch	Contract Party		Dolphin Petroleum (Operator)	802 N. Carancahua Suite 1830	Corpus Christi	TX	78470	
14	Activa	Gas Gathering Agreement	Adams Ranch	Contract Party	6 months and month to month thereafter	Dolphin Petroleum, L.P.	802 N. Carancahua Suite 1830	Corpus Christi	TX	78470	
15	Activa	Employment Agreement & Amendments	Personal Service Agreement	Contract Party	Rolling Year to Year	Douglas Coyle	403 E. Commerce Suite 220	San Antonio	TX	78205	
16	Activa	Subscription Agreement and as amended	Software License Agreement	Contract Party	10/09/2021	Drilling Info, Inc. Enervus Attn. Shawn M. Shillington	2901 Via Fortuna Building 6, Suite 200	Austin	TX	78746	
17	Activa	INTERRUPTIBLE GAS GATHERING AGREEMENT	Gas Gathering & Redelivery	Contract Party	11/16/2019 with automatic renewals and 30-Days Notice to Cancel	El Toro Resources LLC	14301 Caliber Drive Ste 200	Oklahoma City	OK	73134	
18	Activa	Non-Operating JOA and Participation Agreement	Comanche Well	Contract Party	On Notice	El Toro Resources, LLC	14301 Caliber Drive Ste 200	Oklahoma City	OK	73134	
19	Activa	Crude Oil Purchase Contract and Amendments	Adams Ranch Wells	Contract Party	2/16/2022	ENTERPRISE CRUDE OIL LLC	1100 Louisiana	Houston	TX	77002	
20	Activa	Agreements	Participation Agreement	Contract Party		Eocene Oil & Gas Ltd	112 Rio Cordillera	Boerne	TX	78006	
21	Activa	Agreements	Participation Agreement	Contract Party		Eocene Oil & Gas Ltd	112 Rio Cordillera	Boerne	TX	78006	
22	Activa	Gas Compression Facility Easement	Adams Ranch; Recorded in Volume 557, Page 1024, Medina County, TX	Contract Party	10 Years	Eugene Hickey and Wife Peggy R. Hickey	3 Knapwood	San Antonio	TX	78248	
23	Activa	Right of Way Agreement	Adams Ranch; Recorded in Volume 557, Page 1030, Medina County, TX	Contract Party		Eugene Hickey and wife, Peggy R. Hickey	3 Knapwood	San Antonio	TX	78248	
24	Activa	Gas Compressor Equipment Master Rental and Servicing Agreement	Equipment & Maintenance	Lessee	As stated in each separate Schedule attachment	Flogistix LP	6629 N. Classen Blvd.	Oklahoma City	OK	73116	

25	Activa	Property / Inland Marine Insurance Policy	Policy No. IMP 4105188 06 00	Insured	8/1/2022	Great American Insurance Group	301 E FOURTH ST 21st FLOOR	CINCINNATI	OH	45202	
26	Activa	Gas Compressor Rental Agreement	Equipment Lease - Dimmit IRED 3101H	Lessee	6/10/2014 with automatic renewals and 30-Days Notice to Cancel	Great Texas Compression LLC	18615 TUSCANY STONE STE 390	SAN ANTONIO	TX	78258	
27	Activa	Gas Compressor Rental Agreement	Equipment Leasse - JRED 3201H	Lessee	6/10/2014 with automatic renewals and 30-Days Notice to Cancel	Great Texas Compression LLC	18615 TUSCANY STONE STE 390	SAN ANTONIO	TX	78258	
28	Activa	GulfMark Contract & Amendments	Sunny Ernst and Stream leases - Transporter Agreement - Contract No. 52516	Contract Party	Month to Month	GulfMark Energy, Inc.	P. O. BOX 844	Houston	TX	77001	
29	Activa	Employment Agreement & Amendments	Personal Service Agreement	Contract Party	Rolling Year to Year	John Hayes	403 E. Commerce Suite 220	San Antonio	TX	78205	
30	Activa	Agreements	JOA, Cash Call and AFE	Contract Party		Kaler Energy Corporation	635 State Highway 46 E #104	Boerne	TX	78006	
31	Activa	JOA AND PARTICIPATION AGREEMENT	SOUTH WESLACO	Contract Party	On Notice	Kaler Energy Corporation	635 State Highway 46 E #104	Boerne	TX	78006	$ 15,354.66
32	Activa	General Liability & Umbrella Insurance Policies	Policy No. 01001225401	Insured	8/1/2022	Kinsale Insurance Co.	2035 MAYWILL ST STE 100	RICHMOND	VA	23230	
33	Activa	Oil & Gas Consulting Agreement	Consulting Services	Contract Party	11/30/2021 with automatic renewals and 30-Days Notice to Cancel	Lee D. Vendig II Oil & Gas Consultant Inc.	5000 QUORUM DR STE 205	DALLAS	TX	75254	$ 950.00
34	Activa	Saltwater disposal Agreement	Adams Ranch	Contract Party	12 Months	Linda Long Lynch, joined pro forma by her spouse, Mark Lynch	P.O. Box 462	Pearsall	TX	78061-0462	
35	Activa	Control of Well Policy	Policy No. NG01922A21	Insured	8/1/2022	Lloyd's of London	8190 PRECINCT LINE RD Suite 101	COLLEYVILLE	TX	76034	
36	Activa	Louisiana Plugging Bond	Bond # 1027186	Insured	10/24/2022	Louisiana Office of Conservation	PO Box 94275 Capitol Station	Baton Rouge	LA	70804-9275	
37	Activa	Non-Operating JOA and Participation Agreement	Moses #1-H	Contract Party	On Notice	Magnolia Oil & Gas Operating, LLC	9 Greenway Plaza Suite 1300	Houston	TX	77046	$ 1,357.48
38	Activa	Memorandum Agreement	OSR Halliday Unit	Contract Party		Mosbacher Energy Company	712 Main Street Ste 2200	Houston	TX	77002	
39	Activa	Prospect Marketing and Generation Letter Agreement	Alta Loma	Contract Party		Nettlecombe Oil Company, Inc.	1010 Lamar Street, Suite 800	Houston	TX	77002	
40	Activa	Joint Operating Agreement	Alta Loma	Contract Party		New Century Exploration, Inc.	20008 Champion Forest Dr. Suite 701	Spring	TX	77379	
41	Activa	Joint Operating Agreement	Longstreet	Contract Party	6/14/2020	Oracle Resources Texas LLC Attn: George Ainsworth, Executive Vice President	14131 Midway Rd., Suite 640	Addison	TX	75001	
42	Activa	Agreement	Orion Agreement	Contract Party		Orion Greystone Partners, LP	401 Edwards Street, Suite 1205	Shreveport	LA	71101	
43	Activa	Lease Agreement	Various Equipment - Y101382211	Lessee	6/30/2024	PITNEY BOWES GLOBAL FINANCIAL SVC LLC	PO BOX 371887	PITTSBURGH	PA	15250-7887	
44	Activa	Crude Oil Purchase Contract and Amendments	Pill Branch & Ford Heirs Wells	Contract Party	4/1/2018 and month to month thereafter	Plains Marketing, L.P. Attn. Treasury	333 Clay Street Ste 1600	Houston	TX	77002	
45	Activa	Interior Plant Purchase Agreement	Office Furnishings	Contract Party		Plant Interscapes San Antonio	6436 Babcock Road	San Antonio	TX	78249	$ 418.85
46	Activa	Automobile Insurance Policy	Policy No. 02599425-6	Insured	8/1/2022	Progressive Community Mutual Insurance Co	6300 WILSON MILLS RD	MAYFIELD VILLAG	OH	44143	
47	Activa	Key Man Insurance Policy	Policy No. L9 472 594	Insured	4/4/2027	Pruco Life Insurance Company	213 WASHINGTON ST	NEWARK	NJ	07102	
48	Activa	Surety Performance Bond	Bond # 1016018	Insured	9/30/2022	Railroad Commission of Texas Attention: Oil & Gas Division	P.O. Box 12967	Austin	TX	78711-2967	
49	Activa	RETAIL LEASE and Addendum	Lease of Real Property at 403 E. Commerce Street, Suites 220, 240 & 60 (Storage Space B), San Antonio, TX 78205	Lessee	12/31/2022 with option to extend on 90-Days Written Notice	Riverwalk Properties, Ltd.,	429 E. Commerce Street	SAN ANTONIO	TX	78205	$ 9,682.84
50	Activa	Settlement Agreement		Contract Party		Schlumberger Technology Corp.	PO Box 732149	Dallas	TX	75373-2149	$ 30,000.00
51	Activa	Non-Operating JOA and Participation Agreement	Wirt Davis #1	Contract Party	On Notice	Spindletop Drilling Company	12850 Spurling Road Suite 200	Dallas	TX	75230	
52	Activa	TEXAS SELF-SERVICE STORAGE FACILITY RENTAL AGREEMENT	Storage Facility Lease	Lessee	10-Days Written Notice	Storage Mart # 0602	400 W. Olmos	SAN ANTONIO	TX	76212	
53	Activa	Workers Compensation and Employers' Liability Policy	Policy No. 0001291851	Insured	8/1/2022	Texas Mutual Insurance Co.	2200 ALDRICH ST	AUSTIN	TX	78723	
54	Activa	Letter Agreement	Pill Branch - PB-001	Contract Party	As long as maintained in accordance with the terms and conditions of the lease	TLPC Holdings	3008 E HEBRON PARKWAY STE 110	CARROLLTON	TX	75010	
55	Activa	Designation of Pooled Unit	Ford Heirs - FH-002; Recorded in Miller County, AR	Contract Party	As long as maintained in accordance with the terms and conditions of the lease	TLPC Management	3008 E. Hebron Parkway #110	Carrollton	TX	75010	

56	Activa	Ventum Energy and Activa Agreement	Alta Loma	Contract Party		Ventum Energy, LP	815 Walker Street, Suite 940	Houston	TX	77002		
57	Activa	Right of Way and Easement Agreement	Adams Ranch; Recorded in Volume 739, Page 870, Medina County, TX	Contract Party		Vincent Keller and Mariion F. Keller	11414 Raindrop Dr.	San Antonio	TX	78216		
58	Activa	Unit Agreement	OSR Agreement - Halliday Unit - Madison and Leon Counties, TX	Contract Party		Woodbine Production Company	P.O. Box 1777	Kilgore	TX	75663	$	364,208.77
59	Tiva	Management Liability Policy	Policy No. 652093395	Insured	4/1/2022	Continental Casualty Company CNA GLOBAL SPECIALTY LINES	151 N FRANKLIN ST	CHICAGO	IL	60606		
60	Tiva	INTERRUPTIBLE GAS GATHERING AGREEMENT	Gas Gathering & Redelivery	Contract Party	11/16/2019 with automatic renewals and 30-Days Notice to Cancel	El Toro Resources LLC	14301 Caliber Drive Ste 200	Oklahoma City	OK	73134		
61	Tiva	Agreement	Farmout Agreement - File SM-009	Contract Party		El Toro Resources, LLC	14301 Caliber Drive, Ste 200	Oklahoma City	OK	73134		
62	Tiva	Agreement	Flow Testing Agreement - File SM 010	Contract Party		El Toro Resources, LLC	14301 Caliber Drive, Ste 200	Oklahoma City	OK	73134		
63	Tiva	Agreement	Seismic Data License Agreement - File SM-017	Contract Party		El Toro Resources, LLC	14301 Caliber Drive, Ste 200	Oklahoma City	OK	73134		
64	Tiva	Agreement	Interruptible Gas Gathering Agreement - File SM-018	Contract Party		El Toro Resources, LLC	14301 Caliber Drive, Ste 200	Oklahoma City	OK	73134		
65	Tiva	Agreement	Revival Agreement - File SM-033	Contract Party		El Toro Resources, LLC	14301 Caliber Drive, Ste 200	Oklahoma City	OK	73134		
66	Tiva	Property / Inland Marine Insurance Policy	Policy No. IMP 4105188 06 00	Insured	8/1/2022	Great American Insurance Group	301 E FOURTH ST 21st FLOOR	CINCINNATI	OH	45202		
67	Tiva	Agreement	Water Transfer Agreement - File SM-034	Contract Party		Grit Oil & Gas Management, LLC	8945 Long Point Road Suite 250	Houston	TX	77055		
68	Tiva	Agreement	Seismic Permit - File SM-004	Contract Party		John Corcoran	615 North Upper Broadway Street Suite 2040	Corpus Christi	TX	78401		
69	Tiva	Agreement	Letter Agreement - File SM-001	Contract Party		John Corcoran	615 North Upper Broadway Street Suite 2040	Corpus Christi	TX	78401		
70	Tiva	Agreement	Water Transfer Line Agreement - File SM-013	Contract Party		Jred Ranch, LTD	P. O. Box 516	Carrizo Springs	TX	78834		
71	Tiva	General Liability & Umbrella Insurance Policies	Policy No. 01001225401	Insured	8/1/2022	Kinsale Insurance Co.	2035 MAYWILL ST STE 100	RICHMOND	VA	23230		
72	Tiva	Agreement	Letter Agreement - File SM-002	Contract Party		Legend Operating, LLC Attn: Mr. James H. Dyer	P.O. Box 9067	Dallas	TX	75209		
73	Tiva	Control of Well Policy	Policy No. NG01922A21	Insured	8/1/2022	Lloyd's of London	8190 PRECINCT LINE RD STE 101	COLLEYVILLE	TX	76034		
74	Tiva	Automobile Insurance Policy	Policy No. 02599425-6	Insured	8/1/2022	Progressive Community Mutual Insurance Co	6300 WILSON MILLS RD	MAYFIELD VILLAG	OH	44143		
75	Tiva	Key Man Insurance Policy	Policy No. L9 472 594	Insured	4/4/2027	Pruco Life Insurance Company	213 WASHINGTON ST	NEWARK	NJ	07102		
76	Tiva	Crude Oil Purchase Contract and Amendments	JRED WELLS	Contract Party	3/31/2022 and month to month thereafter	Shell Trading (US) Company Attn: David Allcorn - Manager Lease Administration	1000 Main Street Level 15	Houston	TX	77002		
77	Tiva	Workers Compensation and Employers' Liability Policy	Policy No. 0001291851	Insured	8/1/2022	Texas Mutual Insurance Co.	2200 ALDRICH ST	AUSTIN	TX	78723		

Exhibit A

$[11,000,000][1]

AMENDED AND RESTATED CREDIT AGREEMENT

dated

December ____, 2022

BETWEEN

ACTIVA RESOURCES, LLC and TIVA RESOURCES, LLC,
as Borrower

AND

TEXAS CAPITAL BANK,
as Lender

[1] NTD: Exact amount to be determined.

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AMENDED AND RESTATED CREDIT AGREEMENT

THIS AMENDED AND RESTATED CREDIT AGREEMENT is entered into as of [ ], 2022, by and between Activa Resources, LLC, a Texas limited liability company ("**Activa**") and Tiva Resources, LLC, a Texas limited liability company ("**Tiva**"), as co-borrowers, and Texas Capital Bank, a Texas state bank ("**Lender**"). Certain terms used herein are defined in Section 1.1.

RECITALS:

A. Activa and Lender are parties to that certain Credit Agreement, dated as of August 17, 2007 (as the same may have been amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Existing Credit Agreement**");

B. On February 3, 2022 (the "**Petition Date**"), Activa and Tiva filed voluntary petitions with the United States Bankruptcy Court for the Western District of Texas (the "**Bankruptcy Court**") initiating cases pending under Chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") and have continued in the possession of their assets and in the management of their businesses pursuant to Sections 1107 and 1108 of the Bankruptcy Code (the "**Bankruptcy Proceedings**");

C. On December [ ], 2022, the Bankruptcy Court entered an order confirming Borrower's Fourth Amended Joint Plan of Reorganization (the "**Chapter 11 Plan**");

D. Pursuant to the Chapter 11 Plan, Tiva shall become a co-borrower with Activa, and

E. To effectuate the restructuring contemplated by the Chapter 11 Plan, the Bankruptcy Court has directed Borrower and Lender to enter into this Credit Agreement, which amends and restates the Existing Credit Agreement in its entirety.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.1. *Definitions.* The following terms, as used herein, have the following meanings:

"**Advance**" means any Loan.

"**Agreement**" or "**Credit Agreement**" means this Credit Agreement, as the same may hereafter be modified or amended from time to time.

"**Anti-Terrorism Laws**" mean any Laws relating to terrorism or money laundering, including Executive Order No. 13224 and the USA Patriot Act.

"**Board of Governors**" means the Board of Governors of the Federal Reserve System.

"**Borrower**" means, collectively, Activa, Tiva and their respective successors and permitted assigns, unless the term "Borrower" is preceded by the words "any," "each," "either," "neither," "no," "both," "such," or a similar word, in which case the term "Borrower" shall refer to either of them. Each representation and covenant herein applicable to the Borrower shall be fully applicable to each Borrower, individually and collectively, unless specifically indicated otherwise herein.

"**Business Day**" means any day that is not a Saturday, Sunday or other day on which commercial banks in Dallas, Texas, are authorized or required by Law to remain closed.

"**Capitalized Lease**" of a Person means any lease of Property by such Person as lessee which would be capitalized on a balance sheet of such Person prepared in accordance with generally accepted accounting principles.

"**Capitalized Lease Obligations**" of a Person means the amount of the obligations of such Person under Capitalized Leases which would be shown as a liability on a balance sheet of such Person prepared in accordance with generally accepted accounting principles.

"**Cargill**" means Cargill, Inc., a Delaware corporation.

"**Change of Control Event**" means the failure of either (a) John Hayes or (b) a replacement for John Hayes with substantially similar skills, knowledge, background, and expertise in the oil and gas industry who is reasonably acceptable to Lender, to continue serving as an executive officer and director of the Borrower.

"**Citrus Intercreditor Agreement**" means that certain Intercreditor and Lien Subordination Agreement dated on or about the date hereof, by and among the Lender, Activa, Cargill and the New Credit Facility Lender, as it may be amended from time to time in accordance with the terms thereof.

"**Closing Date**" means the date of this Agreement.

"**Collateral**" means the Property pledged as security for the Note and the other Obligations pursuant to the terms of the Security Agreement.

"**Commodity Hedging Agreements**" means any swap agreement, cap, floor, collar, exchange transaction, forward agreement, or other exchange or protection agreement relating to hydrocarbons or any option with respect to any such transaction, including derivative financial instruments.

"**Compliance Certificate**" means a certificate, substantially in the form attached to this Agreement entitled "Form of Compliance Certificate," executed by a Responsible Representative and furnished to the Lender from time to time in accordance with Section 7.2.3.

"**Controlled Group**" means all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with the

Borrower or any of its Subsidiaries, are treated as a single employer under Section 414(b) or (c) of the Internal Revenue Code of 1986, as amended.

"**Debt**" of any Person means at any date, without duplication:

(i) all obligations of such Person for money borrowed, including (a) the obligations of such Person for money borrowed by a partnership of which such Person is a general partner, (b) obligations, whether or not assumed, which are secured in whole or in part by the Property of such Person or payable out of the proceeds or production from Property of such Person, and (c) any obligations of such Person in respect of letters of credit and repurchase agreements;

(ii) all obligations of such Person evidenced by notes, debentures, bonds or similar instruments;

(iii) all obligations of such Person to pay the deferred purchase price of Property or services (except trade accounts arising in the ordinary course of business if interest is not paid or accrued thereon);

(iv) all Capitalized Lease Obligations of such Person; and

(v) all net obligations then due and payable by such Person in respect of its Hedging Agreements which remain unpaid in excess of 30 days after the due date therefor.

"**Debt to EBITDAX Ratio**" means, as of any date, the ratio of (i) EBITDAX for a period ending on such date as determined in accordance with the EBITDAX Multiplier, to (ii) (a) the total consolidated Debt of the Borrower as of such date less (b) amounts drawn under the New Credit Facility within the previous 274 days; *provided, however*, that if a well has been producing oil for 30 days prior to any relevant test date of such ratio, then the amount drawn under the New Credit Facility that is attributable to such well and which remains outstanding as of such test date shall be included as Debt of the Borrower and shall not be subject to deduction under clause (ii)(b) preceding.

"**Default**" means the occurrence of an Event of Default or any event which with notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"**Default Rate**" means, as of any date, a per annum interest rate equal to five percent (5.00%) *plus* the annual rate of interest which applies as of such date to the principal balance of the Note under Section 2.5.1, but in no event exceeding the Highest Lawful Rate.

"**Distributions**" for any quarter means dividends, distributions, withdrawals or other payments to Persons during such quarter on account of their being holders of Equity Interests in the Borrower.

"**Dollars**" and "$" means dollars in lawful currency of the United States of America.

"**EBITDAX**" means, for any period, the pre-tax net income of the Borrower on a consolidated basis for such period plus (without duplication and only to the extent deducted in determining such net income) interest expense of the Borrower on a consolidated basis for such

period, intangible drilling and workover expenses and other development expenses deducted in determining the pre-tax net income under successful efforts accounting, depreciation, non-cash amortization, depletion, write-down of Oil and Gas Properties and other non-cash losses and expenses of the Borrower on a consolidated basis for such period, less gains on sales of assets and other non-cash income for such period included in the determination of net income of the Borrower on a consolidated basis.

"**EBITDAX Multiplier**" means, for the initial test date of each year (which shall, for the avoidance of doubt, be December 31 of such year), EBITDAX for the fiscal quarter ending on December 31 will be multiplied by four (4) to determine annual EBITDAX, for the quarter ending March 31 of each year, EBITDAX for that fiscal quarter will be added to the prior fiscal quarter of such year and and then multiplied by two (2), for the quarter ending June 30 of each year, EBITDAX for that fiscal quarter will be added to the two (2) prior fiscal quarters of such year and then divided by three (3) and multiplied by (4), and for the quarter ending September 30 of each year, EBITDAX for that quarter will be added to the three prior fiscal quarters of such year.

"**Equity Interest**" means, with respect to any Person, an ownership and other equity interest, including Securities, in such Person and rights to convert into an ownership or other equity interest in such Person or to otherwise acquire an ownership or other equity interest, including Securities, in such Person.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time, together with all presently effective and future regulations issued pursuant thereto.

"**ERISA Affiliate**" the Borrower, all of its Subsidiaries and any other member of the Controlled Group.

"**Event of Default**" has the meaning stated in Section 8.1 hereof.

"**Executive Order No. 13224**" shall mean Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

"**Exit Facility Milestone**" means any of the following:

(i) the conditions precedent to the New Credit Facility Lender's obligation to extend loans under, and by the deadline determined pursuant to, Section 4.03 of the New Credit Facility Loan Agreement (as such deadline may be extended pursuant to Section 4.03 of the New Credit Facility Loan Agreement);

(ii) by the date Initial Production has occurred for all three Initial Wells, the aggregate Initial Production from the Initial Wells is less than 70% of the aggregate forecasted production volumes for such wells as set forth in the Haas Report for the same available production timeframe (as such capitalized terms are defined in the New Credit Facility Loan Agreement);

(iii) the terms under which a succession of Underpaid Months give rise to the New Credit Facility Lender's ability to call a default, as contemplated in clause (a) of Article VII of the New Credit Facility Loan Agreement.

"**Final Maturity Date**" or "**Final Maturity**" means June [ ], 2026, or such earlier date on which payment of the Note is accelerated.

"**G&A Cap**" means $2,000,000 for calendar year 2023, $2,163,000 for calendar year 2024 and $2,347,000 for calendar year 2025.

"**GAAP**" means those generally accepted accounting principles and practices which are recognized as such by the American Institute of Certified Public Accountants acting through its Accounting Principles Board or by the Financial Accounting Standards Board or through other appropriate boards or committees thereof. Any accounting principle or practice required to be changed by the Accounting Principles Board or Financial Accounting Standards Board (or other appropriate board or committee of such Boards) in order to continue as a generally accepted accounting principle or practice may be so changed. In the event of a change in GAAP, the Loan Documents shall continue to be construed in accordance with GAAP as in existence on the date hereof.

"**Governmental Authority**" means any nation, country, commonwealth, territory, government, state, county, parish, municipality, or other political subdivision and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government.

"**Guarantor**" means at any time any Person who has executed or does executed a guaranty, which is in effect at such time.

"**Hedge Intercreditor Agreement**" means that certain Second Amended and Restated Intercreditor Agreement, dated on or about the date hereof, by and among Activa, Tiva, Cargill, as swap counterparty, Borrower, and Lender, in its individual capacity and as collateral agent.

"**Hedging Agreement**" means a Commodity Hedging Agreement or any other agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement, whether exchange traded, "over-the-counter" or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

"**Highest Lawful Rate**" means the maximum non-usurious interest rate, if any (or, if the context so requires, an amount calculated at such rate), that at any time or from time to time may be contracted for, taken, reserved, charged, or received by the Lender under applicable Laws of the State of Texas or the United States of America, whichever authorizes the greater rate, as such Laws are presently in effect or, to the extent allowed by applicable Law, as such Laws may hereafter be in effect and which allow a higher maximum non-usurious interest rate than such Laws now allow. To the extent the Laws of the State of Texas are applicable for the purpose of determining the Highest Lawful Rate, such term shall mean the weekly ceiling from time to time

in effect as referred to and defined in Chapter 303 of the Finance Code of Texas, as amended. The determination of the Highest Lawful Rate shall, to the extent required by applicable Law, take into account as interest paid, taken, received, charged, reserved or contracted for any and all relevant payments or charges under the Loan Documents.

"**Indemnified Party**" has the meaning given such term in Section 7.18.

"**Interest Payment Date**" means the first Business Day of each month commencing with the date hereof, and upon maturity of the Note (whether stated or upon acceleration).

"**Investment**" in any Person shall mean the acquisition or holding of any stock, bond, note, or other evidence of Debt, partnership interest or any other Security (other than current trade and customer accounts) of such Person.

"**Law**" mean at any time with respect to any Person or its Property, any statute, law, executive order, treaty, ordinance, order, writ, injunction, judgment, ruling, decree, regulation, or determination of an arbitrator, court or other Governmental Authority, existing at such time which are applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

"**Lender**" means Texas Capital Bank, a Texas state bank (f/k/a Texas Capital Bank, N.A.), and its successors and assigns.

"**Lien**" means, as to any Property of any Person, (a) any mortgage, deed of trust, lien, pledge, hypothecation, or security interest in, on or of such Property, or any other charge or encumbrance on any such asset to secure Debt or liabilities, but excluding any right to netting or setoff, (b) the interest of a vendor under any conditional sale agreement or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such Property, (c) in the case of Securities, any purchase option, call or similar right of a third party with respect to such Securities and (d) the signing or filing of a financing statement which names the Person as debtor, or the signing of any security agreement authorizing any other Person as the secured party thereunder to file any financing statement which names such Person as debtor.

"**Loan**" or "**Advance**" means a loan or advance made or to be made by the Lender pursuant to this Agreement, or the aggregate outstanding amount of all such loans or advances, as the context may require.

"**Loan Documents**" shall mean this Agreement, the Note, the Security Documents, the Hedge Intercreditor Agreement, the Citrus Intercreditor Agreement, and all other documents and instruments now or hereafter delivered pursuant to the terms of or in connection with this Agreement, the Note, or the Security Documents, and all renewals and extensions of, amendments and supplements to, and restatements of, any or all of the foregoing from time to time in effect (exclusive of term sheets and commitment letters).

"**Margin Regulations**" means Regulations T, U and X of the Board of Governors, as in effect from time to time.

"**Material Adverse Effect**" shall mean for any Person (i) any materially adverse effect on the business, operations, properties, results of operations or condition (financial or otherwise) of such Person, (ii) any materially adverse effect upon the business operations, properties, results of operations or condition (financial or otherwise) of such Person which materially increases the risk that any of the Debt of such Person will not be repaid as and when due, (iii) any materially adverse effect upon the Collateral or (iv) any materially adverse effect on the priority or enforceability of the Liens securing the Note; if, with respect to any of the circumstances described in clauses (i), (ii) and (iii) preceding, the materially adverse effect could reasonably be anticipated to involve damage, loss or Debt of $150,000 or more.

"**Material Agreement**" means, with respect to any Person, any written or oral agreement, contract, commitment, or understanding to which such Person is a party, by which such Person is directly or indirectly bound, or to which any Property of such Person may be subject, which is material to the business, financial position or operations of such Person and is not cancelable by such Person upon notice of 90 days or less without (i) liability for further payment in excess of $50,000 or (ii) forfeiture of Property having an aggregate value in excess of $50,000.

"**Mortgages**" mean deeds of trust, mortgages, assignments of production, security agreements, collateral mortgages, and acts of pledge in form and substance reasonably acceptable to the Lender, executed or to be executed by the appropriate Person as security for the Obligations and other indebtedness described therein, including without limitation such instruments as will be entered into as directed by the Bankruptcy Court in connection with confirmation of the Chapter 11 Plan.

"**New Credit Facility**" means a senior secured asset-based loan facility in the principal amount of $4,870,000, dated as of the date hereof, by and among Borrower and Citrus Holdings, LLC, or its affiliates.

"**New Credit Facility Loan Agreement**" means that certain Amended and Restated Loan and Security Agreement dated on or about January ___, 2023 between Activa and the New Credit Facility Lender, but for purposes of this defined term and its use throughout this Agreement, without giving effect to any amendments thereto unless consented to in writing by the Lender.

"**New Credit Facility Documents**" means the New Credit Facility Loan Agreement and all other agreements, documents, and instruments delivered or entered into in connection with the New Credit Facility.

"**New Credit Facility Lender**" means Citrus Holdings, LLC, as the lender of the New Credit Facility.

"**Note**" means a promissory note issued pursuant hereto, in substantially the form attached hereto entitled "Form of Promissory Note", duly executed by the Borrower and payable to the order of the Lender, including any amendment, modification, renewal or replacement of such promissory note, which Note shall be in the amount of [$11,000,000].

"**Obligations**" shall mean, without duplication, (i) all Debt evidenced by the Note, (ii) the obligation of the Borrower for the payment of the fees payable hereunder or under the other Loan Documents and (iii) all other obligations and liabilities of the Borrower to the Lender, now existing

or hereafter incurred, under, arising out of or in connection with any Loan Document; and to the extent that any of the foregoing includes or refers to the payment of amounts deemed or constituting interest, only so much thereof as shall have accrued, been earned and which remains unpaid at each relevant time of determination.

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury, or any successor Governmental Authority.

"**Oil and Gas Properties**" means fee, leasehold, or other interests in or under mineral estates or oil, gas, and other liquid or gaseous hydrocarbon leases with respect to Properties situated in the United States or offshore from any State of the United States, including overriding royalty and royalty interests, leasehold estate interests, net profits interests, production payment interests, and mineral fee interests, together with contracts executed in connection therewith and all tenements, hereditaments, appurtenances and Properties appertaining, belonging, affixed, or incidental thereto.

"**Organizational Documents**" means, as to any Person, the articles of incorporation, certificate of limited partnership, certificate of formation or similar organizational documents, as applicable, of such Person.

"**OSR-Halliday Unit**" has the meaning given such term in the New Credit Facility Loan Agreement.

"**Participants**" has the meaning given such term in Section 11.2.1.

"**Permitted Indebtedness**" means (i) the Obligations, (ii) any and all indebtedness permitted and expressly contemplated by the Chapter 11 Plan, including the New Credit Facility, (iii) Debt arising under Hedging Agreements, (iv) financing for normal course purchases through lease financing or other similar arrangements which do not exceed, in the aggregate outstanding at any one time, $100,000, and (v) replacement financing that is incurred to repay in full the Obligations to Lender and obligations to Cargill no later than the Final Maturity Date and which is paid over to the Lender and Cargill for such purpose on the closing date thereof.

"**Permitted Investments**" means Investments in (i) indebtedness, evidenced by notes maturing not more than 12 months after the date of issue, issued or guaranteed by the government of the United States of America, (ii) certificates of deposit maturing not more than 12 months after the date of issue, issued by the Lender or by commercial banking institutions each of which is a member of the Federal Reserve System and which has combined capital and surplus and undivided profits of not less than $100,000,000, (iii) commercial paper, maturing not more than 270 days after the date of issue, issued by (a) the Lender (or any parent corporation of the Lender) or (b) a corporation (other than an Affiliate of the Borrower) with a rating of P1 (or its then equivalent) according to Moody's Investors Service, Inc., A-1 (or its then equivalent) according to Standard & Poor's Corporation or F-1 (or its then equivalent) according to Fitch's Investors Services, Inc., (iv) money market or other mutual funds substantially all of whose assets comprise securities of the types described in clauses (i) through (iii) above, or (v) such other instruments, evidences of indebtedness or investment securities as the Lender may approve in writing.

"**Permitted Liens**" means, with respect to any Property, each of the following:

(i) Liens securing the Obligations;

(ii) the following, if the validity and amount thereof are being contested in good faith and by appropriate legal proceedings and so long as (a) levy and execution thereon have been stayed and continue to be stayed, (b) they do not in the aggregate materially detract from or threaten the value of such Property, or materially impair the use thereof in the operation of the business of the owner of such Property, and (c) a reserve therefor, if appropriate, has been established- claims and Liens for Taxes due and payable; claims and Liens upon and defects of title to real and personal Property; claims and Liens of landlords, repairmen, mechanics, materialmen, warehousemen, or carriers, or similar Liens; and adverse judgments on appeal;

(iii) Liens for Taxes not past due;

(iv) landlords', carriers', warehousemen's, repairmen's, mechanics' and materialmen's Liens for services or materials (or other like Liens that do not secure Funded Debt) for which payment is not past due;

(v) operators' Liens incurred pursuant to oil and gas joint operating agreements entered into by the owner of such Property in the ordinary course of business which secure obligations not past due;

(vi) Liens in favor of the lessor on the Property being leased under any Capitalized Lease permitted hereunder;

(vii) minor defects in title to an Oil and Gas Property not in any case materially detracting from the value of such Property;

(viii) Liens incurred in the ordinary course of business that secure indebtedness expressly permitted by clause (iv) of the definition of Permitted Indebtedness, provided that such Liens (a) do not encumber any Oil and Gas Properties and (b) otherwise only encumber the asset(s) acquired with such indebtedness;

(ix) Liens permitted under the Chapter 11 Plan, including, without limitation, the first priority and priming Liens in favor of the New Credit Facility Lender under the terms of the New Credit Facility Documents with respect to the Pruitt Prospect and undeveloped acreage on the OSR-Halliday Unit; and

(x) Liens permitted by the Hedge Intercreditor Agreement which secure the payment of obligations to Cargill relating to Hedging Agreements;

provided, that Liens described in clauses (ii) through (vi) shall remain Permitted Liens only for so long as no action to enforce any of such Liens has been commenced and; provided, further, no intention to subordinate the first priority Liens granted to secure the Obligations is hereby implied or expressed or is to be inferred by the permitted existence of such Permitted Liens.

"**Person**" means a corporation, a partnership, a limited partnership, a limited liability company, an association, a joint venture, an organization, a business, an individual or a government or political subdivision thereof or any governmental agency.

"**Plan**" means any employee benefit plan which is covered by Title IV of ERISA.

"**Prime Rate**" means, on any day, the prime rate as published in The Wall Street Journal's *Money Rates* table for such day. If multiple prime rates are quoted in such table, then the highest prime rate quoted therein shall be the prime rate. In the event that a prime rate is not published in The Wall Street Journal's *Money Rates* table for any reason or The Wall Street Journal is not published that day, the Lender will choose a substitute Prime Rate, for purposes of calculating the interest rate applicable hereunder, which is based on comparable information, until such time as a prime rate is published in The Wall Street Journal's *Money Rates* table. In this connection, such prime rate for each Saturday, Sunday or day for which banks are authorized to be closed in the state of Texas shall be the most recent prime rate so published if published no more than three days prior to such date. Each change in the Prime Rate shall become effective without notice to the Borrower on the effective date of each such change.

"**Property**" means any interest in any kind of property or asset, whether real, personal or mixed, tangible or intangible.

"**Pruitt Prospect**" has the meaning given such term in the New Credit Facility Loan Agreement.

"**Quarterly Net Cash Balance**" means the lesser of (1) the month end cash balance in the Borrower's bank accounts on a consolidated basis for the current month or (2) the average month end cash balance in the Borrower's bank accounts on a consolidated basis for the last 3 months, based on the Borrower's consolidated financial statements for the most recently ended quarter, less funds due to other parties in the next three months, including, for example, and without limitation, (1) funds being held in suspense by either or both of Activa and Tiva in their capacity as operator, which funds are attributable to royalty interests, working interests and overriding royalty interests of third parties, (2) funds required to be paid over to the New Credit Facility Lender under the New Credit Facility Documents (in the form presented to the Lender for review prior to the date hereof and without giving effect to any amendment thereto unless expressly consented to in writing by the Lender for this purpose), and (3) funds necessary for anticipated capital expenses such as authorizations for expenditures, cash calls, or pursuant to notification from operators of oil and gas wells under oil and gas leases in which the Borrower owns non-operator working interests of upcoming capital expenditures.

"**Regulation U**" means Regulation U of the Board of Governors, as in effect from time to time.

"**Regulatory Documents**" means, as to any Person, the bylaws, limited partnership agreement, regulations, company agreement, operating agreement or similar regulatory documents, as applicable, governing the internal affairs of such Person.

"**Requirement of Law**" means, as to any Person, its Organizational Documents, its Regulatory Documents, and all applicable Laws.

"**Responsible Representative**" means, John Hayes, Manager of the Borrower.

"**Restricted Payment**" means any of the following:

(i) any withdrawal of cash or other Property from the Borrower by any owner of an Equity Interest in the Borrower or the declaration or payment of any dividend on, or the incurrence of any liability to make, or the making of, any other payment or distribution in respect of, any Equity Interests in the Borrower without the prior written consent of the Lender;

(ii) any payment or distribution on account of the purchase, redemption or other retirement of any Equity Interests in the Borrower, or of any warrant, option or other right to acquire such Equity Interests, or any other payment or distribution made in respect thereof, either directly or indirectly; and

(iii) the repayment by the Borrower of any Debt owed to an Affiliate (other than repayments, if any, from Activa to Tiva or vice versa).

"**Sale Trigger**" means any of the following:

(i) the failure of Exit Facility Milestone (i) to occur;

(ii) the occurrence of Exit Facility Milestone (ii) or (iii); or

(ii) any failure of the Borrower to satisfy any milestone or other requirement set forth in Section 7.19 of this Agreement.

"**Security**" means any stock, share, voting trust certificate, limited or general partnership interest, member interest, bond debenture, note, or other evidence of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instrument commonly known as a "security" or any certificate of interest, share or participation in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire any of the foregoing.

"**Security Agreement**" means the Amended and Restated Security Agreement dated the date hereof from the Borrower, which brings forward with their original priority the liens granted by each of Activa and Tiva in their respective personal property under the Security Agreements previously granted by each of them pursuant to the Existing Credit Agreement.

"**Security Documents**" means the security instruments executed and delivered in satisfaction of the condition set forth in Section 4.1.1, and all other documents and instruments at any time executed as security for all or any portion of the Obligations, as such instruments may be amended, restated, or supplemented from time to time.

"**Subsidiary**" means for any Person, any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned, collectively, by such Person and any Subsidiaries of such Person. The term Subsidiary shall include Subsidiaries of Subsidiaries (and so on).

"**Taxes**" means all taxes, assessments, filing or other fees, levies, imposts, duties, deductions, withholdings, stamp taxes, interest equalization taxes, capital transaction taxes, foreign exchange taxes or charges, or other charges of any nature whatsoever from time to time or at any time imposed by any Law or Tribunal.

"**TCB**" means Texas Capital Bank, in its individual capacity.

"**Transferee**" means any Person to which the Lender has sold, assigned, transferred, or granted a participation in any of the Obligations, as authorized hereunder (including Participants), and any Person acquiring, by purchase, assignment, transfer (including transfers by operation of law), or participation, from any such purchaser, assignee, transferee, or participant, any part of such Obligations.

"**Tribunal**" means any court, tribunal, governmental body, agency, arbitration panel, or instrumentality.

"**Underpaid Month**" has the meaning given such term in the New Credit Facility Loan Agreement.

"**USA Patriot Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107- 56, 115 Stat. 272 (2001), as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

1.2. *Accounting Terms and Determinations; Changes in Accounting*.

1.1.2. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared in accordance with GAAP, applied on a basis consistent (except for changes with respect to which the Borrower shall have promptly notified the Lender) with the most recent financial statements of the Borrower delivered to the Lender. Accounting principles are applied on a "consistent basis" when the accounting principles applied in a current period are comparable in all material respects to those accounting principles applied in a preceding period. Changes in the application of accounting principles which do not have a material impact on calculating the financial covenants herein shall be deemed comparable in all material respects to accounting principles applied in a preceding period.

1.1.3. The Borrower will not change its method of accounting, other than immaterial changes in methods, changes permitted by GAAP and changes required by a change in GAAP, without the prior written consent of the Lender. To enable the ready and consistent determination of compliance by the Borrower with its obligations under this Agreement, neither the Borrower nor any of its Subsidiaries will change the manner in which either the last day of its fiscal year or the last day of the first three fiscal quarters of its fiscal years is calculated without the prior written consent of the Lender.

1.3. *References.* References in this Agreement to Exhibits, Schedules, Annexes, Appendixes, Attachments, Articles, Sections, Recitals or clauses shall be to exhibits, schedules, annexes, appendixes, attachments, articles, sections, recitals or clauses of this Agreement, unless

expressly stated to the contrary. References in this Agreement to "hereby," "herein," "hereinafter," "hereinabove," "hereinbelow," "hereof," "hereunder" and words of similar import shall be to this Agreement in its entirety and not only to the particular Exhibit, Schedule, Annex, Appendix, Attachment, Article, or Section in which such reference appears. Exhibits and Schedules to any Loan Document shall be deemed incorporated by reference in such Loan Document. References to any document, instrument, or agreement (a) shall include all exhibits, schedules, and other attachments thereto, and (b) shall include all documents, instruments, or agreements issued or executed in replacement thereof. This Agreement, for convenience only, has been divided into Articles and Sections; and it is understood that the rights and other legal relations of the parties hereto shall be determined from this instrument as an entirety and without regard to the aforesaid division into Articles and Sections and without regard to headings prefixed to such Articles or Sections. The phrases "this Section" and "this clause" and similar phrases refer only to the sections or clauses hereof in which such phrases occur. Whenever the context requires, reference herein made to the single number shall be understood to include the plural; and likewise, the plural shall be understood to include the singular. Definitions of terms defined in the singular or plural shall be equally applicable to the plural or singular, as the case may be, unless otherwise indicated. Words denoting sex shall be construed to include the masculine, feminine and neuter, when such construction is appropriate; and specific enumeration shall not exclude the general but shall be construed as cumulative; the word "or" is not exclusive; the word "including" (in its various forms) shall mean "including, without limitation"; in the computation of periods of time, the word "from" means "from and including" and the words "to" and "until" mean "to but excluding"; and all references to money refer to the legal currency of the United States of America. The Exhibits, Schedules, Annexes, Appendixes and Attachments attached to this Agreement and items referenced as being attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for all purposes.

1.4. *Amendment of Defined Instruments.* Unless the context otherwise requires or unless otherwise provided herein, the terms defined in this Agreement which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document, provided that nothing contained in this Section shall be construed to authorize any such renewal, extension, modification, amendment or restatement.

1.5. *Joint Preparation; Construction of Indemnities and Releases.* This Agreement and the other Loan Documents have been reviewed and negotiated by sophisticated parties with access to legal counsel, and no rule of construction shall apply hereto or thereto which would require or allow any Loan Document to be construed against any party because of its role in drafting such Loan Document. All indemnification and release of liability provisions of this Agreement shall be construed broadly (and not narrowly) in favor of the Persons receiving indemnification or releases of liability.

1.6. *Joint and Several Liability*. Each Borrower hereby irrevocably and unconditionally agrees that it is jointly and severally liable for all of the liabilities, obligations, covenants and agreements of the Borrowers hereunder and under the other Loan Documents, whether now or hereafter existing or due or to become due. The obligations of the Borrowers under the Loan Documents may be enforced by Lender against any Borrower or all Borrowers in any manner or order selected by Lender in its sole discretion. Each Borrower hereby irrevocably waives (i) any

rights of subrogation and (ii) any rights of contribution, indemnity or reimbursement, in each case, that it may acquire or that may arise against any other Borrower due to any payment or performance made under this Agreement, in each case until all Obligations (other than unasserted contingent obligations) are paid in full.

ARTICLE II
TERMS OF FACILITIES

2.1. *Loan Amount*. As of the date hereof, Loans in an aggregate outstanding principal amount equal to [$11,000,000] have been fully disbursed to Borrower, and no additional Advances shall be permitted.

2.2. *[Reserved]*.

2.3. *Note*.

2.3.1. The Loans shall be evidenced by a Note issued by the Borrower, payable to the order of the Lender.

2.3.2. The outstanding principal balance of the Note reflected by the notations (whether handwritten, electronic or otherwise) by the Lender on its records shall be deemed rebuttably presumptive evidence of the principal amount owing on the Note.

2.3.3. The Lender will record on its books each Advance and the particulars thereof (e.g., date and amount) and each payment of principal or interest made by the Borrower with respect thereto, and may, if the Lender so elects in connection with any transfer or enforcement of its Note, endorse on the schedule (modified as the Lender shall deem advisable) forming a part thereof appropriate notations to evidence the foregoing information with respect to each such Loan then outstanding; *provided that* the failure of the Lender to make any such recordation or endorsement shall not affect the obligations of the Borrower hereunder or under the Note. The Lender is hereby irrevocably authorized by the Borrower so to endorse the Note and to attach to and make a part of the Note a continuation of any such schedule (modified as the Lender shall deem advisable) as and when required.

2.4. *Certain Payments and Prepayments of Principal*.

2.4.1. Beginning twelve months after the Effective Date (as defined in the Chapter 11 Plan) of the Chapter 11 Plan, if the Quarterly Net Cash Balance exceeds $2,000,000, the Borrower shall make additional principal payments to Lender and Cargill in accordance with the Hedge Intercreditor Agreement pro rata in accordance with the outstanding principal balance then due to each, which payments shall be in the aggregate amount by which the Quarterly Net Cash Balance exceeds $2,000,000. Borrower shall make such payments within sixty (60) days following the end of any quarter in which the reporting transmitted in Section 7.2.2 reflects a Quarterly Net Cash Balance of greater than $2,000,000.

2.4.2. *Sale Triggers*. Upon the occurrence of any Sale Trigger, the Borrower's assets shall be sold pursuant to the terms of the Chapter 11 Plan and the proceeds shall be applied *pro rata* to the Obligations owed to the Lender and to the obligations owed to Cargill

as set forth in the Chapter 11 Plan. The sale procedures upon a Sale Trigger must contain provisions that require the proposed buyer(s) to apportion specific value to the purchased assets, in order to ensure that the Lender, Cargill and the New Credit Facility Lender each receives payment from the sale of its collateral, and shall otherwise be subject to approval of Lender in all respects, provided that such approval shall not be unreasonably withheld.

2.5. *Interest Rates; Payment of Interest and Principal.*

2.5.1. The unpaid principal balance of the Note shall bear interest from the date hereof, at a rate per annum equal to the lesser of (a) the Highest Lawful Rate or (b) (i) the Prime Rate plus 2.5%, for the period from the Closing Date through and including the thirty-sixth full calendar month thereafter, and (ii) the Prime Rate plus 5% per annum, commencing on the first Business Day of the thirty-seventh calendar month after the Closing Date and continuing until the Obligations are repaid in full.

2.5.2. Accrued interest shall be payable in arrears on each Interest Payment Date and on the Final Maturity Date; *provided that,* interest accrued pursuant to Section 3.3 shall be payable on demand.

2.5.3. Each determination hereunder of interest on the Note and fees hereunder based on per annum calculations shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed (including the first day but excluding the last day), subject to the limitations of the Highest Lawful Rate. All interest rates applicable hereunder shall be determined by the Lender, and such determinations shall be conclusive absent manifest error, and be binding upon the parties hereto.

2.5.4. Each change in the rate of interest charged hereunder shall become effective automatically and without notice to the Borrower upon the effective date of each change in the Prime Rate or the Highest Lawful Rate, as the case may be.

2.5.5. Commencing on the one year anniversary of the Closing Date, the Borrower shall make principal payments on each Interest Payment Date as set forth below:

[AMORTIZATION SCHEDULE TO BE INSERTED][2].

2.6. *Maturity of Note.* The Note shall finally mature no later than the Final Maturity Date, and any unpaid principal of the Note and accrued, unpaid interest thereon shall be due and payable on such date.

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[2] Months 0-12: Interest Only at Prime +2.5%

Months 13-36: Prime + 2.5%

Months 37 to 42: Prime +5%

Based on 72 month amortization schedule.

ARTICLE III
GENERAL PROVISIONS

3.1. *General Provisions as to Payments and Loans*.

3.1.1. All payments of principal and interest on the Note and of fees hereunder shall be made, without setoff, deduction or counterclaim, by 12:00 p.m. CST on the date such payments are due in federal or other funds immediately available at the office of the Lender referred to in Article XII and, if not made by such time or in immediately available funds, then such payment shall be deemed made when such funds are available to the Lender for its full and unrestricted use. Whenever any payment of principal of or interest on the Note or of fees hereunder shall be due on a day which is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day. If the date for any payment is extended by operation of law or otherwise, interest thereon shall be payable for such extended time. The Lender is hereby authorized upon notice to the Borrower to charge the account of the Borrower maintained with the Lender, for each payment of principal, interest and fees as it becomes due hereunder.

3.1.2. All payments made by the Borrower on the Note shall be made free and clear of, and without reduction by reason of, any Taxes.

3.1.3. All payments and fundings shall be denominated in Dollars.

3.2. *Prepayments Permitted.* The principal of the Note and accrued interest thereon may be prepaid by the Borrower in whole or in part at any time and, except as otherwise specifically provided herein, shall be without premium or penalty.

3.3. *Default Interest*. Unless waived by the Lender, the principal of the Note shall bear interest at the Default Rate during any time an Event of Default exists and, to the extent permitted by law, overdue interest on the Note shall bear interest at the Default Rate.

ARTICLE IV
COLLATERAL

4.1. *Security*.

4.1.1. To secure the Obligations, the Borrower will cause the appropriate Person to execute and deliver to the Lender the **[Mortgages and Security Agreement]** from the Borrower, which, subject to the terms of the Chapter 11 Plan, shall grant and/or reaffirm and ratify in favor of the Lender a lien on substantially all of the Borrower's assets.

4.1.2. All documents delivered or to be delivered hereunder shall be in form and substance reasonably satisfactory to the Lender and its counsel.

4.1.3. All Liens to be created by delivery of the documents referred to in this Section shall be first and prior perfected Liens in favor of the Lender, subject only to Permitted Liens.

4.2. *Financing Statement.* The Lender is authorized to complete and file financing statements in any state to perfect the security interests granted hereby or by any of the other Loan Documents.

4.3. *Collateral Protection.* Lender may, but is not obligated to, cure or payoff any default under the New Credit Facility; provided that Lender's interests with respect thereto shall be subrogated to the New Credit Facility lender's position if cured or paid-off pursuant to the terms of this Section 4.3.

ARTICLE V
CONDITIONS TO EFFECTIVENESS

5.1. *Conditions to Effectiveness.* The effectiveness of this Agreement shall be subject to the satisfaction (or waiver by the Lender) of the following conditions:

5.1.1. *Loan Documents*. The Lender shall have received executed counterparts of this Agreement, the Note, the Security Agreement and the other Loan Documents, executed by each party hereto and thereto, each of which shall be in form and substance satisfactory to the Lender in its sole discretion.

5.1.2. *Mortgages*. The Lender shall have received Mortgages, or amendments and supplements to existing Mortgages, which collectively grant or confirm and ratify (as applicable) in favor of the Lender (as collateral agent for the benefit of itself and Cargill) Liens on all Oil and Gas Properties of the Borrower, which shall be first and prior Liens, subject only to Permitted Liens, other than in respect of the Pruitt Prospect and undeveloped acreage in the OSR-Halliday Unit (for which the Liens granted in favor of the Lender shall be subordinate to those granted by the Borrower in favor of the New Facility Lender). Such instruments shall be in such number of original executed and notarized counterparts as the Lender may request in order to facilitate simultaneous recordation in all relevant jurisdictions, and shall be accompanied by such certificates of ownership as the Lender may reasonably request for purposes of confirming the specific working interests and net revenue interests of the Borrower in its properties.

5.1.3. *Intercreditor Agreements*. The Lender shall have received fully executed counterparts of the Citrus Intercreditor Agreement and the Hedge Intercreditor Agreement, each containing terms and conditions satisfactory to the Lender.

5.1.4. *Incumbency Certificate.* The Lender shall have received a current incumbency certificate from an authorized officer of each of Activa and Tiva, reasonably satisfactory in form and substance to the Lender, pertaining to the officers of such entities that are duly authorized to execute and deliver any of the agreements and instruments described in this Section 5.1.

5.1.5. *Bankruptcy-Related Conditions*. The conditions precedent set forth in Section 4.01(p) of the New Credit Facility Loan Agreement shall have occurred, or shall occur, substantially contemporaneously with the effectiveness of this Agreement.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF THE BORROWER

The Borrower and, to the extent applicable to any Guarantor, such Guarantor hereby represents and warrants to the Lender as follows with the intention that the Lender shall rely thereon without any investigation or verification by the Lender or its counsel:

6.1. *Existence and Power*. Each of Activa and Tiva (i) is a limited liability company duly existing and in good standing under the laws of Texas, (ii) is qualified and licensed to do business in any state in which the conduct of its business or its ownership of property requires that it be so qualified, except in each case (other than with respect to its state of formation) where the failure to do so could not reasonably be expected to cause a Material Adverse Effect, and (iii) has all limited liability company powers and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

6.2. *Authorization; Contravention.* The execution, delivery and performance by each Person (other than the Lender) purporting to execute this Agreement or the other Loan Documents are within such Person's power and have been duly authorized by all necessary action, and do not contravene, or constitute a default under, any provision of applicable Law or any agreement creating or governing such Person or any agreement, judgment, injunction, order, decree or other instrument binding upon such Person.

6.3. *Binding Effect*.

6.3.1. This Agreement constitutes a valid and binding agreement of the Borrower; the Note, when executed and delivered in accordance with this Agreement, will constitute the valid and binding obligation of the Borrower; the Security Documents, when executed and delivered in accordance with this Agreement, will constitute valid and binding obligations of each Person purporting to execute the same.

6.3.2. Each Loan Document is enforceable in accordance with its terms except as (i) the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and (ii) rights of acceleration and the availability of equitable remedies may be limited by equitable principles of general applicability.

6.4. *Subsidiaries; Ownership.* The Borrower has no Subsidiaries as of the Closing Date.

6.5. *Financial Information.* The financial information of the Borrower delivered to the Lender fairly presents in all material respects, in conformity with GAAP, the financial position of the Borrower at the respective dates thereof.

6.6. *Litigation.* As of the date of this Agreement, except for the Bankruptcy Proceedings, there is no action, suit or proceeding pending against, or to the knowledge of the Borrower threatened against or affecting the Borrower before any Tribunal or arbitrator in which there is a reasonable possibility of an adverse decision which could reasonably be expected to have a Material Adverse Effect on the Borrower, or which could draw into question the validity of this Agreement or any other Loan Documents.

6.7. *ERISA Plans.* Neither the Borrower nor any ERISA Affiliate of the Borrower currently sponsors, maintains or contributes to or has at any time sponsored, maintained or contributed to any Plan.

6.8. *Taxes and Filing of Tax Returns*.

6.8.1. Except as may be permitted by the Chapter 11 Plan, the Borrower has filed or properly extended all returns required to have been filed or extended with respect to Taxes and has paid all Taxes shown to be due and payable by it on such returns, including interest and penalties, and all other Taxes which are payable by it, to the extent the same have become due and payable (unless, with respect to such other Taxes, the criteria set forth in Section 7.5 are being met). Except as permitted by the Chapter 11 Plan, the Borrower does not know of any proposed assessment of Taxes of a material amount against it and all liabilities for Taxes of the Borrower are adequately provided for.

6.8.2. The Borrower does not intend to treat the Loans as being a "reportable transaction" (within the meaning of Treasury Regulation Section 1.6011-4).

6.9. *Title to Properties; Liens.*

6.9.1. The Borrower has good and defensible record title to all Collateral purported to be owned by it (except for Permitted Liens). All of such Collateral is free and clear of all Liens other than Permitted Liens. Upon the recordation of the Security Documents in the appropriate recordation offices, the Liens covering the Collateral will be valid, enforceable, first and prior, perfected Liens in favor of the Lender, subject only to Permitted Liens.

6.9.2. Borrower has good and defensible title to all proved reserves included in the Oil and Gas Properties described in the most recent reserve report provided to the Lender (other than such proved reserves that have been subsequently disposed of and disclosed) subject to Permitted Liens, free and clear of all Liens except Permitted Liens. All such proved Oil and Gas Properties are valid, subsisting, and in full force and effect in all material respects, and all rentals, royalties, and other amounts due and payable in respect thereof have been duly paid except for such rentals, royalties and other amounts that are amounts being contested in good faith by appropriate proceedings and for which the Borrower or the applicable Subsidiary has set aside on its books adequate reserves, or except to the extent such rentals, royalties and other amounts due, if left unpaid, would not result in the loss or forfeiture of Oil and Gas Properties having an aggregate fair market value in excess of $5,000,000. The wells drilled in respect of proved producing Oil and Gas Properties described in the reserve report (other than wells drilled in respect of such proved producing Oil and Gas Properties that have been subsequently disposed of and disclosed) (1) are capable of, and are presently, either producing hydrocarbons in commercially profitable quantities or in the process of being worked over or enhanced, and the Borrower that owns such proved producing Oil and Gas Properties is currently receiving payments for its share of production, with no funds in respect of any thereof being presently held in suspense, other than any such funds being held in suspense pending delivery of appropriate division orders, (2) have been drilled, bottomed, completed, and operated in compliance with all applicable laws, and (3) are not subject to any penalty in production by reason of such well having produced in excess of

its allowable production; except where any failure to comply with clauses (2) or (3) would not have a Material Adverse Effect.

6.10. *Licenses, Permits, Etc.* The Borrower possesses such valid franchises, certificates of convenience and necessity, operating rights, licenses, permits, consents, authorizations, exemptions and orders of Tribunals as are necessary to carry on its business as now being conducted and to own its Properties except to the extent that the failure to possess such items could not reasonably be expected to have a Material Adverse Effect on the Borrower.

6.11. *Compliance with Laws.* The business and operations of the Borrower have been and are being conducted in accordance with all applicable Laws, other than violations which could not (either individually or collectively) reasonably be expected to have a Material Adverse Effect on the Borrower.

6.12. *Governmental Consent.* No consent, approval or authorization of, or declaration or filing with, any Governmental Authority is required for the valid execution, delivery and performance of this Agreement or any other Loan Document by the Borrower.

6.13. *Investment Company Act.* Neither the Borrower nor any Guarantor is an "investment company," or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended.

6.14. *State Utility; No Governmental Limitations on Liens.* The Borrower is not defined as a "utility" under the laws of the State of Texas or any other jurisdiction wherein the Borrower is required to qualify to do business, and is not subject to any state or federal Law that would limit its ability to have Liens placed on any of its Property.

6.15. *Refunds; Certain Contracts.* No orders of, proceedings pending before, or other requirements of, the Federal Energy Regulatory Commission, the Texas Railroad Commission, or any Governmental Authority exist which could result in the Borrower being required to refund any material portion of the proceeds received or to be received from the sale of hydrocarbons constituting part of the Collateral. The Borrower is not obligated in any material respect by virtue of any prepayment made under any contract containing a "take-or-pay" or "prepayment" provision or under any similar agreement to deliver hydrocarbons produced from or allocated to any of the Collateral at some future date without receiving full payment therefor within 90 days of delivery.

6.16. *No Default.* No Default has occurred which is continuing as of the Closing Date.

6.17. *Anti-Terrorism Laws*.

6.17.1. *Anti-Terrorism Laws.* Neither the Borrower nor any of its officers, directors or managers is in violation of any Anti-Terrorism Law or knowingly engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

6.17.2. *OFAC.* Neither the Borrower nor any of its officers, directors or managers is in violation of any rules or regulations promulgated by OFAC or of any economic or trade sanctions or engages in administered and enforced by OFAC or conspires to engage in any

transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any rules or regulations promulgated by OFAC.

ARTICLE VII
COVENANTS

So long as any principal of or interest on the Note shall remain unpaid, the Borrower will (or will cause the appropriate Person to) duly perform and observe each and all of the covenants and agreements hereinafter set forth:

7.1. *Use of Proceeds*.

7.1.1. The Borrower will use the proceeds of the Loans solely to develop its Oil and Gas Properties and for working capital purposes. The Borrower will not, directly or indirectly, use any of the proceeds of the Loans for the purpose of purchasing or carrying any "margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System (12 C.F.R. 221, as amended), or any "security that is publicly-held" within the meaning of Regulation T of such Board of Governors (12 C.F.R. 220, as amended), or otherwise take or permit any action which would involve a violation of such Regulation U, Regulation T or Regulation X (12 C.F.R. 224, as amended) or any other regulation of such Board of Governors. The Loans are not secured, directly or indirectly, in whole or in part, by collateral that includes any "margin stock" within the meaning of Regulation U. The Borrower will not engage principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any "margin stock" within the meaning of such Regulation U.

7.2. *Financial Statements; Other Reporting Requirements*. The Borrower will furnish to the Lender:

7.2.1. as soon as available and in any event within 120 days after the end of each fiscal year of the Borrower, copies of the consolidated and consolidating statement of assets and liabilities of the Borrower and its consolidated subsidiaries as of the end of such fiscal year, and copies of the related statements of revenues and expenses, operations, changes in owners' equity and cash flow for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and audited and certified by a firm of independent certified public accountants selected by the Borrower and reasonably acceptable to the Lender to the effect that such report has been prepared in accordance with GAAP and containing no material qualifications or limitations on scope;

7.2.2. within sixty (60) days after the last day of each of the quarters ending March 31, June 30, September 30 and December 31 of each year, Borrower shall transmit to Lender (a) a statement of assets and liabilities of the Borrower for the most recently ended quarter, (b) the related statements of revenues and expenses, operations, changes in owners' equity and cash flows for the quarter just ended and for that portion of the year ending on such last day, (c) financial projections for the upcoming quarter and (d) a reasonably detailed calculation of the Quarterly Net Cash Balance and the Debt to EBITDAX Ratio for such quarter. All financial statements required hereunder shall be in reasonable detail and prepared in accordance with GAAP, applied on a consistent basis;

7.2.3. simultaneously with the delivery of each set of financial statements pursuant to the preceding clauses of this Section 7.2, a Compliance Certificate stating that such financial statements fairly and accurately reflect in all material respects the financial condition and results of operation of the Borrower for the periods and as of the dates set forth therein, and that the signer has reviewed the terms of this Agreement and the other Loan Documents, and has made, or caused to be made under his supervision, a review of the transactions and financial condition of the Borrower during the fiscal period covered by such financial statements, and that such review has not disclosed the existence during such period, and that the signer does not have knowledge of the existence as of the date of such certificate, of any condition or event which constitutes a Default, or, if any such condition or event existed or exists, specifying the nature and period of existence thereof and what action the Borrower has taken or is taking or proposes to take with respect thereto;

7.2.4. not later than 45 days after June 30 and December 31 of each year during the term of the Chapter 11 Plan, Borrower shall transmit to Lender (i) an engineering reserve report of the Borrower's oil and gas producing properties with an effective date of June 30 or December 31, respectively, and (ii) a certificate from a Responsible Representative, certifying that, to the best of such signatory's knowledge, such production and other reports are true, accurate and complete in all material respects for the periods covered in such reports; *provided that* to the extent such reports include projections of future volumes of production and future costs, it is understood that such estimates are necessarily based upon professional opinions, and the Borrower does not warrant that such opinions will ultimately prove to have been accurate. The reserve reports issued as of December 31 of each year during the term of the Chapter 11 Plan shall be audited by a third party and a copy provided to Lender. Each such report shall fairly and accurately set forth (a) the proven and producing, shut-in, behind-pipe, and undeveloped oil and gas reserves (separately classified as such) attributable to the Oil and Gas Properties of the Borrower as of the effective date of such report, (b) the aggregate present value of the future net income with respect to such Properties, discounted at a stated per annum discount rate of proven and producing reserves, (c) projections of the annual rate of production, gross income, and net income with respect to such proven and producing reserves, and (d) information with respect to the "take-or-pay," "prepayment," and gas-balancing liabilities of the Borrower and other Persons with respect to such Properties;

7.2.5. copies of any reporting that the Borrower is required to provide to the New Credit Facility Lender under the New Credit Facility;

7.2.6. not later than 30 days after each December 31, an annual Borrower-prepared operating budget for the fiscal year in which such budget is due, including at a minimum an income statement, balance sheet and cash flow statement of Borrower for such fiscal year;

7.2.7. if and when requested by the Lender, within 10 days following any such request:

(a) complete copies of the federal and state income tax returns filed by the Borrower;

(b) production reports in form and substance satisfactory to the Lender in its reasonable judgment and as of the date or for the periods specified in such request;

(c) a report setting forth all accounts receivable and accounts payable of the Borrower as of the date specified in such request, such report to show the age of such accounts and such other information as the Lender shall reasonably request; and

(d) a current and reasonably detailed listing of all Hedging Agreements to which the Borrower is then a party and all transactions outstanding thereunder, together with copies of any such agreements and related confirmations and documents as the Lender may reasonably request;

7.2.8. within 10 days after the occurrence thereof, notice of any Change of Control Event;

7.2.9. within 10 days after any Responsible Representative becomes aware of the occurrence of any condition or event which constitutes a Default, notice thereof specifying the nature of such condition or event, the period of existence thereof, what action the Borrower has taken or is taking and proposes to take with respect thereto and the date, if any, on which it is estimated the same will be remedied;

7.2.10. within 10 days of the Borrower's learning of any litigation or other event or circumstance which could reasonably be expected to have a Material Adverse Effect on the Borrower, notice thereof;

7.2.11. not less than 10 days prior to the occurrence of any condition or event that may change the proper location for the filing of any financing statement or other public notice or recording for the purpose of perfecting a Lien in any Collateral, including any change in the Borrower's name or the location of its principal place of business or chief executive office, notice thereof (provided that such reporting obligation shall not be construed as limiting any other covenants set forth in this Agreement);

7.2.12. not less than 10 days after the occurrence thereof, written notice of any Underpaid Month; and

7.2.13. with reasonable promptness, such other information relating to the financial condition, business, results of operations or Properties of the Borrower as from time to time may reasonably be requested by the Lender.

7.3. *Inspection of Properties and Books.* The Borrower will permit any officer, employee or representative of the Lender to visit and inspect any of its Properties, to examine its books of account (and to make copies thereof and take extracts therefrom) and to discuss its affairs, finances and accounts (including transactions, agreements and other relations with any partners) with, and to be advised as to the same by, its officers and independent public accountants, all upon at least five (5) Business Days' notice and at such reasonable times during normal business hours and intervals as the Lender may desire and, if a Default has occurred and is continuing, at the expense of the Borrower.

7.4. *Maintenance of Insurance; Deposit Accounts.*

7.4.1. The Borrower will at all times maintain or cause to be maintained insurance covering such risks as are customarily carried by businesses similarly situated, all such insurance to be in amounts and from insurers reasonably acceptable to the Lender, and, upon any renewal of any such insurance and at other times upon request by the Lender, promptly furnish to the Lender evidence, reasonably satisfactory to the Lender, of the maintenance of such insurance.

7.4.2. The Borrower will maintain its primary operating accounts with Texas Capital Bank, although such requirement shall not be construed as requiring the Borrower to maintain deposit balances with the Lender, and will deposit all revenues of the Borrower in such accounts.

7.5. *Payment of Taxes and Claims*. Except as permitted by the Chapter 11 Plan, the Borrower will pay (i) all Taxes imposed upon it or any of its assets or with respect to any of its franchises, business, income or profits before any material penalty or interest accrues thereon and (ii) all material claims (including claims for labor, services, materials and supplies) for sums which have become due and payable and which have or might become a Lien (other than a Permitted Lien) on any of its assets; *provided, however,* that no payment of such Taxes or claims shall be required if (a) the amount, applicability or validity thereof is currently being contested in good faith by appropriate proceedings promptly initiated and diligently conducted, (b) the Borrower shall have set aside on its books reserves (segregated to the extent required by applicable accounting principles) reasonably deemed by it to be adequate with respect thereto, and (c) if material, the Borrower has notified the Lender of such circumstances, in detail reasonably satisfactory to the Lender.

7.6. *Debt.*

7.6.1. The Borrower will not create, incur or suffer to exist any secured Debt other than Permitted Indebtedness, other than with the prior written consent of the Lender, which consent may be granted or withheld in the Lender's sole discretion.

7.6.2. Except as otherwise provided in the Chapter 11 Plan, the Borrower shall pay all of its trade and other accounts payable within 90 days after the invoice date therefor, unless such payables are being contested in good faith by appropriate proceedings or other written protest thereof.

7.7. *Negative Pledge.* The Borrower will not create, suffer to exist or otherwise allow any Liens to be on or otherwise to affect any of its Property whether now owned or hereafter acquired, except Permitted Liens.

7.8. *Loans and Advances to Others; Investments; Restricted Payments.*

7.8.1. The Borrower will not make or suffer to exist any loan, advance or extension of credit to any Person except (a) trade and customer accounts receivable which are for goods furnished or services rendered in the ordinary course of business and which are payable in accordance with customary trade terms, (b) Permitted Investments, and (c) advances to employees of the Borrower for payment of expenses in the ordinary course of business.

7.8.2. Without the prior written consent of the Lender, the Borrower will not make any capital contribution to or make any Investment in, or to purchase or make a commitment to purchase any interest in, any Person.

7.8.3. The Borrower will not, directly or indirectly, make any Restricted Payment.

7.9. *Consolidation, Merger, Maintenance, Change of Control; Disposition of Property; Modification of Organizational Documents.*

7.9.1. Neither the Borrower will (i) consolidate or merge with or into any other Person without the prior written consent of the Lender, (ii) sell, lease or otherwise transfer all or substantially all of its Property to any other Person, (iii) terminate, or fail to maintain, its existence as the type of entity represented in Section 6.1 and in its state of formation represented in Section 6.1 or (iv) cause or permit a Change of Control Event to occur.

7.9.2. The Borrower will not sell, encumber, or otherwise transfer all or any portion of the Collateral without the prior written consent of the Lender, except for (x) sales of oil and gas after severance in the ordinary course of business, provided that no contract for the sale of hydrocarbons shall obligate the Borrower to deliver hydrocarbons produced from any of the Collateral at some future date without receiving full payment therefor within 90 days of delivery, or (y) the sale or other disposition of its personal Property destroyed, worn out, damaged, or having only salvage value or no longer used or useful in the business of the Borrower.

7.9.3. The Borrower will not amend its Organizational Documents or its Regulatory Documents in any material respect or in any respect which could be adverse to the interests of the Lender.

7.10. *Primary Business; Location of Borrower's Office; Ownership of Assets*.

7.10.1. The primary business of the Borrower shall be and remain the oil and gas exploration, development and production business.

7.10.2. The location of the Borrower's principal place of business shall remain at the address for the Borrower set forth on the signature page hereof, unless at least 10 days prior to any change in such address the Borrower provides the Lender with written notice of such pending change.

7.11. *Transactions with Affiliates.* The Borrower will not engage in any transaction with an Affiliate unless (i) such transaction is at least as favorable to the Borrower as could be obtained in an arm's length transaction with an unaffiliated third party, and (ii) such transaction is not disadvantageous to the Lender as holder of the Note; *provided, however*, that the foregoing shall not be construed as restricting transactions as between Activa and Tiva that are not otherwise prohibited by this Agreement and which do not impact the Liens granted under the Security Documents.

7.12. *Plans*.

7.12.1. The Borrower will not assume or otherwise become subject to an obligation to contribute to or maintain any Plan or acquire any Person which has at any time had an obligation to contribute to or maintain any Plan.

7.12.2. No Guarantor will assume or otherwise become subject to an obligation to contribute to or maintain any Plan or acquire any Person which has at any time had an obligation to contribute to or maintain any Plan.

7.13. *Compliance with Laws and Documents*. The Borrower will not, directly or indirectly, violate the provisions of any Laws, its Organizational Documents or its Regulatory Documents or any Material Agreement, if such violation, alone or when combined with all other such violations, could reasonably be expected to have or does have a Material Adverse Effect on the Borrower.

7.14. *Additional Documents; Quantity of Documents; Title Data.*

7.14.1. The Borrower shall execute and deliver or cause to be executed and delivered such other and further instruments or documents as in the reasonable judgment of the Lender may be required to better effectuate the transactions contemplated herein and in the other Loan Documents. The Borrower will deliver all certificates, opinions, reports and documents hereunder in such number of counterparts as the Lender may reasonably request.

7.14.2. Within 60 days following a written request therefor from the Lender, the Borrower shall cause to be delivered to the Lender title opinions, in form and substance and from attorneys reasonably acceptable to the Lender, or other confirmation of title acceptable to the Lender, covering such Oil and Gas Properties as the Lender may reasonably designate, including without limitation Oil and Gas Properties as to which the Lender has not, prior to the Closing Date, approved title and/or obtained Mortgages.

7.15. *Anti-Terrorism Laws.* Borrower shall not (a) deal in, or otherwise engage in any transaction relating to, any Property or interests in Property blocked pursuant to Executive Order No. 13224; or (b) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, (i) any of the prohibitions set forth in Executive Order No. 13224 or the USA Patriot Act, or (ii) any prohibitions set forth in the rules or regulations issued by OFAC or any sanctions against targeted foreign countries, terrorism sponsoring organizations, and international narcotics traffickers based on U.S. foreign policy.

7.16. *G&A Cap*. Borrower's four quarter trailing general and administrative expenses shall not exceed the G&A Cap at any time. Expenses incurred in the Bankruptcy Proceeding, including, for example, for professional fees and expenses and fees owed pursuant to 28 U.S.C. § 1930 shall be excluded from this general and administrative expense cap.

7.17. *Hedging Agreement.* Within 90 days of the date hereof, Borrower shall enter into Hedging Agreements with respect to 50% of the monthly production of gaseous hydrocarbons (as forecast in the most recent engineering evaluation delivered to the Borrower by the Lender) from the Oil and Gas Properties of the Borrower owned by the Borrower and subject to a first priority security interest of Lender which shall have a duration of at least 24 month, subject to refresh not less than every 6 months; *provided, however*, that if the Borrower is unable to obtain Hedging

Agreements at a reasonable cost per contract based upon the prevailing market conditions and underwriting standards then available, or the Borrower's proposed Hedging Agreement counterparty, Lender and Cargill are not able to agree to the terms of any subordination agreement, intercreditor agreement, or other similar agreement necessary for the Borrower to obtain such Hedging Agreement, Borrower shall continue to take reasonable steps to procure the Hedging Agreements set out in this Section 7.17 until the Obligations are paid in full (other than inchoate indemnity Obligations).

7.18. *Notices.* Borrower shall provide notice of any Sale Trigger and/or any default under the New Credit Facility Documents to Lender promptly but in any event not later than three (3) Business Days following the occurrence thereof.

7.19. *Debt Coverage Ratio Milestones*.

7.19.1. *Maximum Debt Coverage Ratio*. As of the last day of each fiscal quarter described below, the Debt to EBITDAX Ratio shall be less than or equal to the maximum thresholds set forth below:

Test Date	Debt to EBITDAX Ratio Threshold
Last day of each fiscal quarter ending December 31, 2023 through and including September 30, 2024	3.5:1
Last day of each fiscal quarter ending December 31, 2024 through and including September 30, 2025	2.5:1
Last day of each fiscal quarter ending December 31, 2025 or thereafter through Final Maturity	2.25:1

7.19.2. *Minimum Value to Debt Ratio*. As of each December 31 commencing with December 31, 2024, the ratio of (a) the net present value of the Borrower's Oil and Gas Properties as of such date, calculated using (i) a discount rate of 10 percent per annum, (ii) NYMEX strip pricing from the then-preceding 180 days, and (iii) the third-party engineering report due the same date under Section 7.2.4, which for purposes hereof (except to the extent inconsistent with clause (ii) preceding) shall be prepared in all material respects in the same manner and using the same assumptions, limitations and methodology as has been used in the engineering reports delivered to the Lender under the Existing Credit Agreement, to (b) the total Debt of the Borrower as of such date, shall be greater than 1:1.

ARTICLE VIII
DEFAULTS; REMEDIES

8.1. *Events of Default; Acceleration of Maturity.* If any one or more of the following events (each an "**Event of Default**") shall have occurred and be continuing (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by

operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body or otherwise):

8.1.1. (i) the Borrower shall fail to pay, when due, any principal of, or interest on, (a) the Note or (b) any other Debt of the Borrower to the Lender.

(ii) the Borrower shall fail to pay when due, any fees or other amounts payable hereunder and not covered by clause (i) above, if such failure shall continue unremedied for a period of 10 days after notice thereof is given to the Borrower.

(iii) any Sale Trigger shall occur, or any other default shall occur under the New Credit Facility Documents that would entitle the New Credit Facility Lender to exercise remedies.

(iv) the Borrower shall fail to observe or perform any covenant or agreement contained in Section 7.1.1, Section 7.2.9, Section 7.2.10, Section 7.6.1, Section 7.7, Section 7.8 or Section 7.9.

(v) any default shall occur under the **[Credit Agreement]** between Activa and Cargill that would entitle Cargill to exercise remedies or enable it to require that TCB exercise remedies for the mutual benefit of itself and Cargill under the Hedge Intercreditor Agreement.

(vi) either (a) the Borrower shall violate the terms of the Citrus Intercreditor Agreement in any material respect, or (b) any other party to the Citrus Intercreditor Agreement (other than the Lender) shall violate the terms of the Citrus Intercreditor Agreement in any material respect and the Borrower fails to (1) commence pursuit of any rights or remedies that the Borrower may have against such breaching party promptly but in any event within five (5) Business Days following a request therefor by the Lender, or (2) thereafter diligently pursue such rights and remedies using its commercially reasonable efforts.

8.1.2. the Borrower or any other Person (other than the Lender) shall fail to observe or perform any covenant or agreement contained in this Agreement or the other Loan Documents (other than those covered by Section 8.1.1 preceding) for a period of 30 days after the earlier of (i) any Responsible Representative shall have become aware or reasonably should have become aware (regardless of the source of such awareness) of such default or (ii) written notice specifying such default has been given to such Person by the Lender.

8.1.3. (i) any provision in the New Credit Facility Loan Agreement relating to any Exit Facility Milestone shall be amended, revised or otherwise modified, (ii) any term of the New Credit Facility Documents shall be amended in a manner detrimental to the interests of the Lender or Cargill, or (iii) any material default under the New Credit Facility Documents shall be waived, in each case without the consent of Lender (such consent not to be unreasonably withheld); provided that if Lender withholds any such consent, the parties hereto hereby consent to an emergency hearing before the Bankruptcy Court.

8.1.4. any representation, warranty, certification or statement made or deemed to have been made by or on behalf of the Borrower in this Agreement or by the Borrower or any other Person in any certificate, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect in any material respect when made.

8.1.5. an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief from or of Borrower or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for Borrower or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered. For the avoidance of doubt, the Bankruptcy Proceedings are excluded from the foregoing.

8.1.6. Borrower shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in Section 8.1.5, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for Borrower or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) take any action for the purpose of effecting any of the foregoing or (vii) become unable, admit in writing its inability or fail generally to pay its debts as they become due. For the avoidance of doubt, the Bankruptcy Proceedings are excluded from the foregoing.

then, and in every such event, subject to the terms of the Chapter 11 Plan which shall govern in the event of any conflict therewith, the Lender may, at its option, (i) declare the outstanding principal balance of and accrued interest on the Note to be, and the same shall thereupon forthwith become, due and payable without presentment, demand, protest, notice of intent to accelerate, notice of acceleration or other notice of any kind, all of which are hereby waived by the Borrower, (ii) proceed to foreclose the Liens securing the Note, and (iii) take such other actions as are permitted by law.

8.2. *Suits for Enforcement.* In case any one or more of the Events of Default specified in Section 8.1 shall have occurred and be continuing, the Lender may, subject to the terms of the Chapter 11 Plan which shall govern in the event of any conflict therewith, at its option, proceed to protect and enforce its rights either by suit in equity or by action at law, or both, whether for the specific performance of any covenant or agreement contained in this Agreement or in aid of the exercise of any power granted in this Agreement.

8.3. *Remedies Cumulative.* No remedy herein conferred upon the Lender is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

8.4. *Remedies Not Waived.* No course of dealing and no delay in exercising any rights under this Agreement or under the other Loan Documents shall operate as a waiver of any rights hereunder or thereunder of the Lender.

ARTICLE IX
MISCELLANEOUS

9.1. *Amendments and Waivers.* Any provision of this Agreement, the Note or the other Loan Documents may be amended or waived (either generally or in a particular instance and either retroactively or prospectively) by a written instrument signed by the Borrower and the Lender. Delivery of an executed counterpart of such written instrument by telecopy, e-mail, facsimile or other electronic means shall be effective delivery of a manually executed counterpart of such written instrument.

9.2. *Highest Lawful Interest Rate.* The Lender, the Borrower and any other parties to the Loan Documents intend to contract in strict compliance with applicable usury law from time to time in effect. In furtherance thereof such Persons stipulate and agree that none of the terms and provisions contained in the Loan Documents shall ever be construed to create a contract to pay, for the use, forbearance or detention of money, interest in excess of the maximum amount of interest permitted to be charged by applicable law from time to time in effect, and the provisions of this Section 9.2 shall control over all other provisions of the Loan Documents which may be in conflict or apparent conflict herewith. Regardless of any provision contained in any of the Loan Documents, the Lender shall never be entitled to receive, collect, or apply as interest on all or any part of the Loans, any amount in excess of the Highest Lawful Rate in effect from day to day, and, in the event the Lender ever receives, collects, or applies as interest any such excess, such amount which would be deemed excessive interest shall be deemed a partial prepayment of the principal of the Loans and treated hereunder as such; and, if the entire principal amount of the Loans owed to the Lender is paid in full, any remaining excess shall be repaid to the Borrower. In determining whether the interest paid or payable, under any specific contingency, exceeds the Highest Lawful Rate in effect from day to day, the Borrower and the Lender shall, to the maximum extent permitted under applicable law, (i) characterize any nonprincipal payment as an expense, fee, or premium rather than as interest, (ii) exclude voluntary prepayments and the effects thereof, and (iii) amortize, prorate, allocate, and spread the total amount of interest throughout the entire contemplated term of the Loans so that the interest rate is uniform throughout the entire term of the Loans; *provided that,* if the interest received by the Lender for the actual period of existence thereof exceeds the Highest Lawful Rate in effect from day to day, the Lender shall apply or refund to the Borrower the amount of such excess as provided in this Section, and, in such event, the Lender shall not be subject to any penalties provided by any laws for contracting for, charging, taking, reserving, or receiving interest in excess of the Highest Lawful Rate in effect from day to day.

9.3. *Indemnity*.

9.3.1. Whether or not any Loans are ever funded and in addition to any other indemnifications herein or in any other Loan Documents, the Borrower agrees to indemnify and defend and hold harmless on a current basis each Indemnified Party, from and against any and all liabilities, losses, damages, reasonable and documented (redacted only for privilege) actual costs, charges, counsel fees and other expenses and penalties of any kind which any of the Indemnified Parties may sustain or incur in connection with any investigative, administrative or judicial proceeding (whether or not the Lender shall be designated a party thereto) or otherwise by reason of or arising out of the execution and delivery of this Agreement or any of the other Loan

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Documents and/or the consummation of the transactions contemplated hereby or thereby. The indemnification provisions in this Section shall be enforceable regardless of whether the liability is based on past, present or future acts, claims or legal requirements (including any past, present or future bulk sales law, environmental law, fraudulent transfer act, occupational safety and health law, or products liability, securities or other legal requirement), **AND REGARDLESS OF WHETHER ANY PERSON (INCLUDING THE PERSON FROM WHOM INDEMNIFICATION IS SOUGHT) ALLEGES OR PROVES THE SOLE, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF THE PERSON SEEKING INDEMNIFICATION OR OF ANY OTHER INDEMNIFIED PARTY, OR THE SOLE OR CONCURRENT STRICT LIABILITY IMPOSED ON THE PERSON SEEKING INDEMNIFICATION OR ON ANY OTHER INDEMNIFIED PARTY,** but not any of the foregoing in this Section arising from the willful misconduct or the gross negligence on the part of the Indemnified Party seeking indemnification under this Section; with the foregoing indemnity surviving satisfaction of all obligations and the termination of this Agreement.

9.3.2. Any amount to be paid under Section 9.3 to the Lender shall be a demand obligation owing by the Borrower and if not paid within three (3) Business Days of demand shall bear interest from the date of expenditure by the Lender until paid at a per annum rate equal to the Default Rate. The obligations of the Borrower under Section 9.3 shall survive payment of the Note and the assignment of any right hereunder.

9.4. *Expenses*.

9.4.1. The Borrower shall pay (i) all reasonable, documented out-of-pocket expenses of the Lender, including fees and disbursements of counsel for the Lender in connection with the preparation and negotiation of this Agreement and the other Loan Documents and, if appropriate, the recordation of the Loan Documents, any waiver or consent hereunder or any amendment hereof or any Default or alleged Default hereunder, (ii) all title review expenses, appraisal expenses, environmental assessment expenses, and any other due diligence expenses incurred, and (iii) if an Event of Default occurs, all reasonable documented out-of-pocket expenses incurred by the Lender, including fees and disbursements of one law firm (plus, if and as necessary, one law firm per jurisdiction for limited local counsel purposes) in connection with such Event of Default and collection and other enforcement proceedings resulting therefrom, fees of auditors, consultants, engineers and other Persons incurred in connection therewith (including the supervision, maintenance or disposition of the Collateral) and investigative expenses incurred by the Lender in connection therewith, which amounts shall be deemed compensatory in nature and liquidated as to amount upon notice to the Borrower by the Lender. Other than with respect to expenses for which Bankruptcy Court approval is sought, documentation for expenses may be redacted for privilege only.

9.4.2. THE BORROWER SHALL INDEMNIFY THE LENDER AGAINST ANY TRANSFER TAXES, DOCUMENTARY TAXES, ASSESSMENTS OR CHARGES MADE BY ANY GOVERNMENTAL AUTHORITY BY REASON OF THE EXECUTION AND DELIVERY OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS.

9.4.3. Any amount to be paid under this Section 9.4 shall be a demand obligation owing by the Borrower and if not paid within ten (10) Business Days of demand shall

bear interest from the date of expenditure until paid at a per annum rate equal to the Default Rate. The obligations of the Borrower under this Section 9.4 shall survive payment of the Note and the assignment of any right hereunder.

9.5. *Taxes.* The Borrower will, to the extent it may lawfully do so, pay all Taxes (including interest and penalties but expressly excluding federal or state income taxes) which may be payable in respect of the execution and delivery of this Agreement or the other Loan Documents, or in respect of any amendment of or waiver under or with respect to the foregoing, and will hold the Lender harmless on a current basis against any loss or liability resulting from nonpayment or delay in payment of any such Taxes (as limited above). The obligations of the Borrower under this Section shall survive the payment of the Note and the assignment of any right hereunder.

9.6. *Survival.* All representations, warranties and covenants made by or on behalf of the Borrower in this Agreement or the other Loan Documents herein or in any certificate or other instrument delivered by the Borrower or on its behalf under the Loan Documents shall be considered to have been relied upon by the Lender and shall survive the delivery to the Lender of such Loan Documents or the extension of the Loans (or any part thereof), regardless of any investigation made by or on behalf of the Lender.

9.7. *Applicable Law; Venue; Waiver of Jury Trial and Exemplary Damages*.

9.7.1. This Agreement has been negotiated, is being executed and delivered, and will be performed in whole or in part, in the State of Texas, and the substantive Laws of such state and the applicable federal Laws of the United States of America shall govern the validity, construction, enforcement and interpretation of the Loan Documents, except to the extent the Laws of any jurisdiction where Collateral is located require application of such laws with respect to such Collateral.

9.7.2. The Borrower hereby irrevocably submits to the non-exclusive jurisdiction of any United States federal or Texas state court sitting in San Antonio, Bexar County, Texas in any action or proceeding arising out of or relating to any Loan Documents and the Borrower hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in any such court and irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Nothing herein shall limit the right of the Lender to bring proceedings against the Borrower in the courts of any other jurisdiction. Any judicial proceeding by the Borrower against the Lender involving, directly or indirectly, any matter in any way arising out of, related to, or connected with any Loan Document shall be brought only in a federal or state court in San Antonio, Bexar County, Texas.

9.7.3. THE BORROWER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVES (A) ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, COUNTERCLAIM, OR OTHER LITIGATION THAT RELATES TO OR ARISES OUT OF ANY OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE ACTS OR OMISSIONS OF THE LENDER IN THE ENFORCEMENT OF ANY OF THE TERMS

OR PROVISIONS OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR OTHERWISE WITH RESPECT THERETO AND (B) TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL DAMAGES (AS DEFINED BELOW). THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT FOR THE LENDER ENTERING INTO THIS AGREEMENT. AS USED IN THIS SECTION, "SPECIAL DAMAGES" INCLUDES ALL SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (REGARDLESS OF HOW NAMED).

9.8. *Headings.* The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof and words such as "hereunder" or " herein" shall refer to the entirety of this Agreement unless specifically indicated otherwise.

9.9. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Agreement shall become effective at such time as the counterparts hereof which, when taken together, bear the signature of the Borrower and the Lender, shall be delivered to or be in the possession of the Lender. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, e-mail, facsimile or other electronic means shall be effective as a delivery of a manually executed counterpart of this Agreement.

9.10. *Invalid Provisions, Severability.* If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof or thereof, such provision shall be fully severable, this Agreement and the other Loan Documents shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part thereof, and the remaining provisions hereof and thereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Agreement or the other Loan Documents a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

9.11. *Communications Via Internet.* The Borrower, and each Guarantor (by its or his/her execution of a Guaranty), hereby authorizes the Lender and its counsel and agents to communicate and transfer documents and other information (including confidential information) concerning this transaction or the Borrower and such Guarantor and the business affairs of the Borrower and such Guarantor via the Internet or other electronic communication without regard to the lack of security of such communications.

9.12. *USA Patriot Act Notice.* The Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act, they are required to obtain, verify and record information that identifies the Borrower which information includes the name and address of the Borrower and other information that will allow them to identify the Borrower in accordance with such Act.

9.13. *EXCULPATION PROVISIONS.*

9.13.1. EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS; THAT IT HAS IN FACT READ THIS AGREEMENT AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT; THAT IT HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE THROUGHOUT THE NEGOTIATIONS PRECEDING ITS EXECUTION OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS; AND HAS RECEIVED THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS; AND THAT IT RECOGNIZES THAT CERTAIN OF THE TERMS OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS."

9.13.2. In the event of a dispute over the meaning or application of this Agreement and the indemnities contained herein, the Lender and the Borrower agree that this Agreement and indemnities contained herein shall be construed fairly and reasonably and neither more strongly for nor against either party.

ARTICLE X
SETOFF; TREATMENT OF PARTIAL PAYMENTS

10.1. *Setoff.* In addition to, and without limitation of, any rights of the Lender under applicable law, if any Event of Default occurs, any and all deposits (including all account balances, whether provisional or final and whether or not collected or available) and any other Indebtedness at any time held or owing by the Lender thereof to or for the credit or account of the Borrower may be offset and applied toward the payment of the Obligations, whether or not the Obligations, or any part hereof, shall then be due. The Lender making such an offset and application shall give the Borrower written notice of such offset and application promptly after effecting it. To the extent that the Borrower has accounts, which in the style thereof as reflected in the Lender's records are designated as royalty, joint interest owner or operator accounts, the foregoing right of set off shall not extend to funds in such accounts which belong to, or otherwise arise from payments to the Borrower for the account of, third-party royalty, joint interest owners, or operators.

10.2. *Adjustments.* In the event that any payments made hereunder on the Obligations at any particular time are insufficient to satisfy in full the Obligations due and payable at such time, such payments shall be applied (i) first, to that portion of the Obligations consisting of fees and expenses then due and payable, (ii) second, to that portion of the Obligations consisting of accrued, unpaid interest then due and payable, (iii) third, to that portion of the Obligations consisting of principal then due and payable, and (iv) last, to any other Obligations.

ARTICLE XI
BENEFIT OF AGREEMENT; ASSIGNMENTS; PARTICIPATIONS

11.1. *Successors and Assigns.* The terms and provisions of the Loan Documents shall be binding upon and inure to the benefit of the Borrower and the Lender and their respective successors and assigns, *except that* the Borrower shall not have any right to assign its rights or obligations under the Loan Documents.

11.2. *Participations; Voting Rights; Setoffs by Participants*.

11.2.1. The Lender may, in the ordinary course of its business and in accordance with applicable law, at any time sell to one or more banks or other entities **(**"**Participants**") participating interests in any Loan owing to the Lender, the Note, the Commitment or any other interest of the Lender under the Loan Documents. In the event of any such sale by the Lender of participating interests to a Participant, the Lender's obligations under the Loan Documents shall remain unchanged, the Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, the Lender shall remain the holder of the Note for all purposes under the Loan Documents, all amounts payable by the Borrower under this Agreement shall be determined as if the Lender had not sold such participating interests, and the Borrower shall continue to deal solely and directly with the Lender in connection with the Lender's rights and obligations under the Loan Documents.

11.2.2. The Borrower agrees that each Participant shall be deemed to have the right of setoff provided in Section 10.1 in respect of its participating interest in amounts owing under the Loan Documents to the same extent as if the amount of its participating interest were owing directly to it as the Lender under the Loan Documents, and the Lender shall retain the right of setoff provided in Section 10.1 with respect to the amount of participating interests sold to each Participant. The Lender agrees to share with each Participant, and each Participant, by exercising the right of setoff provided in Section 10.1, agrees to share with the Lender, any amount received pursuant to the exercise of its right of setoff, such amounts to be shared pro rata in accordance with the amount of the Obligations held by the Lender and each Participant.

11.3. *Dissemination of Information.* The Borrower authorizes the Lender to disclose to any Transferee and any prospective Transferee any and all information in the Lender's possession concerning the Borrower.

ARTICLE XII
NOTICES

12.1. *Notices.* Except as otherwise specifically permitted herein, all notices, requests and other communications to any party hereunder shall be in writing (including electronic transmission, facsimile transmission or similar writing) and shall be given to such party: (x) in the case of the Borrower, at its address or facsimile number set forth on the signature pages hereof, (y) in the case of the Lender, at its address or facsimile number set forth on the signature pages hereof or (z) in the case of any party, at such other address or facsimile number as such party may hereafter specify for the purpose by notice to the Lender and the Borrower in accordance with the provisions of this Section. Each such notice, request or other communication shall be effective (i)

if given by facsimile transmission, when transmitted to the facsimile number specified in this Section and confirmation of receipt is received (the receipt thereof shall be deemed to have been acknowledged upon the sending Person's receipt of its facsimile machine's confirmation of successful transmission; provided that if the day on which such facsimile is received is not a Business Day or is after 4:00 p.m. on a Business Day, then the receipt of such facsimile shall be deemed to have been acknowledged on the next following Business Day), (ii) if given by mail, three (3) Business Days after such communication is deposited in the mail with first class postage prepaid, addressed as aforesaid, or (iii) if given by any other means, when delivered (or, in the case of electronic transmission, received) at the address specified in this Section; *except that* notices to the Lender under Article II shall not be effective until received by the Lender.

12.2. *Change of Address.* The Borrower and the Lender may each change the address for service of notice upon it by a notice in writing to the other party hereto.

12.3. *Amendment and Restatement; No Novation*. This Agreement constitutes an amendment and restatement of the Existing Credit Agreement, effective from and after the Closing Date. The execution and delivery of this Agreement shall not constitute a novation of any indebtedness or other obligations owing to the Lender under the Existing Credit Agreement other than as set forth in the Second Amended and Restated Plan. On the Closing Date, the credit facilities described in the Existing Credit Agreement, shall be amended, supplemented, modified and restated in their entirety by the facilities described herein, and all loans and other obligations of the Borrower outstanding as of such date under the Existing Credit Agreement, shall be deemed to be loans and obligations outstanding under the corresponding facilities described herein, without any further action by any Person. All Liens granted by the Borrower pursuant to the Existing Credit Agreement shall be brought forward and shall secure the Obligations contemplated hereby with their original priority, except and only to the limited extent that the Lender expressly agrees to a subordinate position in respect of undeveloped OSR-Halliday Unit acreage pursuant to the Citrus Intercreditor Agreement.

ARTICLE XIII
ENTIRE AGREEMENT

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO WITH RESPECT TO THE SUBJECT HEREOF AND SHALL SUPERSEDE ANY PRIOR AGREEMENT BETWEEN THE PARTIES HERETO, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT HEREOF. FURTHERMORE, IN THIS REGARD, THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT AMONG THE PARTIES THERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF SUCH PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG SUCH PARTIES.

In witness whereof, the undersigned have executed this Agreement as of the day and year first above written.

CO-BORROWERS:

ACTIVA RESOURCES, LLC

By: _____
John Hayes
Manager

403 E. Commerce, Suite 220
San Antonio, Texas 78205
Attn: John Hayes
Facsimile: _____

TIVA RESOURCES, LLC

By: _____
John Hayes
[Manager]

LENDER:

TEXAS CAPITAL BANK

By: _____
Alan W. Wray
Senior Vice President

2000 McKinney Avenue, Suite 700
Dallas, Texas 75201
Attention: Special Assets

FORM OF PROMISSORY NOTE

$[_____] Dallas, Texas [_____], 2022

FOR VALUE RECEIVED and WITHOUT GRACE, the undersigned (collectively, the "**Borrower**") jointly and severally promise to pay to the order of Texas Capital Bank ("**Lender**"), at its banking quarters in Dallas, Dallas County, Texas, the amount of _____ AND __/100 DOLLARS ($[_____]), or so much thereof as may be advanced and be outstanding under this Note pursuant to the Credit Agreement dated of even date herewith by and between the Borrower and the Lender (as amended, restated, or supplemented from time to time, the "Credit Agreement"), together with interest at the rates and calculated as provided in the Credit Agreement.

Reference is hereby made to the Credit Agreement for matters governed thereby, including, without limitation, certain events which will entitle the holder hereof to accelerate the maturity of all amounts due hereunder. Capitalized terms used but not defined in this Note shall have the meanings assigned to such terms in the Credit Agreement.

The date and amount of each Loan made by the Lender to the Borrower, and each payment made on account of the principal thereof, shall be recorded by the Lender on its books and, prior to any transfer of this Note, may be endorsed by the Lender on the schedules attached hereto or any continuation thereof or on any separate record maintained by the Lender. Failure to make any such notation or to attach a schedule shall not affect the Lender's or the Borrower's rights or obligations in respect of such Loans or affect the validity of such transfer by the Lender of this Note.

This Note is issued pursuant to and shall be governed by the Credit Agreement and the holder of the Note shall be entitled to the benefits of the Credit Agreement. This Note shall finally mature on the Final Maturity Date.

Without being limited thereto or thereby, this Note is secured by the Security Documents.

This Note is, in part, a renewal and extension of the principal balance outstanding under the Promissory Note dated August 17, 2007 and issued by Borrower to Lender in the original principal amount of $50,000,000, and the Liens securing such Note shall continue to secure this Note. This is not a novation.

The Borrower, and each surety, endorser, guarantor, and other party ever liable for payment of any sums of money payable on this Note, jointly and severally waive presentment and demand for payment, protest, notice of protest and nonpayment, and notice of the intention to accelerate, and agree that their liability on this Note shall not be affected by any renewal or extension in the time of payment hereof, by any indulgences, or by any release or change in any security for the payment of this Note, and hereby consent to any and all renewals, extensions, indulgences, releases, or changes, regardless of the number of such renewals, extensions, indulgences, releases, or changes.

THIS NOTE SHALL BE GOVERNED AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW.

[*Remainder of page intentionally left blank*]

ACTIVA RESOURCES, LLC

By: _____
John Hayes
Manager

TIVA RESOURCES, LLC

By: _____
John Hayes
Manager

LOANS AND PAYMENT OF PRINCIPAL AND INTEREST

Date	Amount of Loan	Principal Paid or Prepaid	Amount of Interest Paid	Unpaid Principal Balance	Interest Paid to

FORM OF COMPLIANCE CERTIFICATE

_____________, 202___

Texas Capital Bank
2000 McKinney Avenue, Suite 700
Dallas, Texas 75201
Attention: Special Assets

Re: Amended and Restated Credit Agreement dated December ___, 2022, by and among Texas Capital Bank, as lender, and Activa Resources, LLC and Tiva Resources, LLC, as co-borrowers (as amended, restated, or supplemented from time to time, the "**Credit Agreement**"). Terms defined in the Credit Agreement are used herein as therein defined unless otherwise defined herein.

Ladies and Gentlemen:

Pursuant to applicable requirements of the Credit Agreement, the undersigned, as a Responsible Representative of the Borrower, hereby certifies to you the following information as true and correct as of the date hereof or for the period indicated, as the case may be:

[1. To the best of the knowledge of the undersigned, no Default exists as of the date hereof or has occurred since the date of our previous certification to you, if any.]

[1. To the best of the knowledge of the undersigned, the following Defaults exist as of the date hereof or have occurred since the date of our previous certification to you, if any, and the actions set forth below are being taken to remedy such circumstances:]

2. The compliance of the Borrower with certain financial covenants of the Credit Agreement, as of the close of business on __________________ (the "**Determination Date**"), is evidenced by the following:

(a) Section 7.6.2: Accounts Payable more than 90 days past due except as otherwise provided in the Chapter 11 Plan.

Required	Actual
Not more than $0.00 unless being contested in good faith by appropriate proceedings.	$___________*

*If greater than $0.00, attach additional sheets containing explanations.

(b) Section 7.2.2: Debt Coverage Ratio.
(*Testing suspended until December 31, 2023*)

Required	Actual
Not more than (i) 3.50 to 1.00 for quarters ending Dec. 31, 2023 through and including Sept. 30, 2024, (ii) 2.75 to 1.00 for quarters ending Dec. 31, 2024 through and including	

Sept. 30, 2025, and (iii) 2.25 to 1.00 for quarters ending on or after Dec. 31, 2025 ____ to 1.00

(c) Sections 2.4.1 and 7.2.2: Quarterly Net Cash Balance. (*Testing suspended until December 31, 2023*)

The Quarterly Net Cash Balance of the Borrower for the quarter ended on the Determination Date is $_____, and a reasonably detailed calculation thereof is attached hereto as Schedule One.

3. To the best knowledge of the undersigned, the financial statements being delivered to the Lender concurrently herewith pursuant to the Credit Agreement fairly and accurately reflect the financial condition and results of operation of the Persons identified therein for the periods and as of the dates set forth therein.

4. The circled answers to the following statements are each true and correct as of the Determination Date:

(a) The annual statement of assets and liabilities of the Borrower as of its most recent fiscal year-end and the related financial statements have been delivered to the Lender pursuant to Section 7.2.1. YES NO

(b) The quarterly statement of assets and liabilities of the Borrower as of the last day of its most recently ended fiscal quarter and the related financial statements have been delivered to the Lender pursuant to Section 7.2.2. YES NO

(c) The federal income tax return of the Borrower for the year most recently ended has been properly filed with the appropriate Tribunal and (if a copy thereof has been requested by the Lender) a copy thereof has been delivered to the Lender pursuant to Section 7.2.7(a). YES NO

The undersigned has reviewed the terms of this Agreement and the other Loan Documents, and has made, or caused to be made under my supervision, a review of the transactions and financial condition of the Borrower during the period covered by the financial statements included herewith, and such review has not disclosed the existence during such period, and the undersigned does not have knowledge of the existence as of the date of this certificate, of any condition or event which constitutes a Default, except as set forth in paragraph 1 above.

Each capitalized term used but not defined herein shall have the meaning assigned to such term in the Credit Agreement.

Very truly yours,

_____
John Hayes, Manager of Activa Resources, LLC and Tiva Resources, LLC

Schedule One
Quarterly Net Cash Balance

Exhibit B

AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

This AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT, dated as of January ___, 2023, is among ACTIVA RESOURCES, LLC, a Texas limited liability company, as "Borrower" and CITRUS HOLDINGS, LLC, a Texas limited liability company (or its affiliates) as "Lender".

RECITALS

WHEREAS, on February 3, 2022, the Borrower (sometimes referred to herein as the "Debtor") and its Affiliate, Tiva Resources, LLC ("Tiva") commenced a jointly-administered voluntary case (the "Chapter 11 Case") under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Western District of Texas (the "Bankruptcy Court"), and the Borrower continued to operate its business and manage its properties as debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the Borrower is a party to that certain Debtor-In-Possession Loan and Security Agreement, dated as of March 4, 2022, among the Borrower and Lender (if and as amended, restated, supplemented or otherwise modified prior to the date hereof, the "DIP Credit Agreement");

WHEREAS, on December __, 2022, the Bankruptcy Court entered the Confirmation Order (as defined below);

WHEREAS, in connection with the confirmation and implementation of the Chapter 11 Plan (as defined below), the Debtor has requested that the Lender amend and restate the DIP Credit Agreement to make available to the Borrower a term loan facility of $4,870,000.00 to enable the reorganized Debtor (a) to refinance all Loans that were made pursuant to the DIP Credit Agreement and (b) as set forth in section 5.09 below; and

WHEREAS, the Lender is willing to amend and restate the DIP Credit Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, such parties hereby agree as follows:

Article I

Definitions

Section 1.01 Defined Terms.

As used in this Agreement, the following terms have the meanings specified below:

"Acceptable Security Interest" means, with respect to any Property, a Lien which (a) exists in favor of the Lender for the benefit of the Lender, (b) is superior to all Liens or rights of any other party in the Property encumbered thereby (other than Permitted Encumbrances), (c) secures

the Obligations, and (d) is perfected and enforceable. Any requirement that the Borrower provide an Acceptable Security Interest with respect to any DrillCo PDP Reserves shall be satisfied if the Borrower grants a Wellbore Lien with respect to such DrillCo PDP Reserves and the Oil and Gas Properties owned by Borrower attributable thereto, so long as the Wellbore Lien meets the foregoing criteria.

"Acquisition" means, the acquisition by the Borrower, whether by purchase, merger or otherwise, of all or substantially all of the Capital Stock of, or all or substantially all of the business, property or fixed assets of or business line or unit or a division of, any other entity engaged solely in the business of producing oil or Natural Gas or the acquisition by the Borrower of Property consisting of Oil and Gas Property.

"Act" has the meaning assigned to such term in Section 9.16.

"Advance Payment Contract" means any contract whereby Borrower either (a) receives or becomes entitled to receive (either directly or indirectly) any payment (an "Advance Payment") to be applied toward payment of the purchase price of Hydrocarbons produced or to be produced from Oil and Gas Property owned by Borrower and which Advance Payment is, or is to be, paid in advance of actual delivery of such production to or for the account of the purchaser regardless of such production, or (b) grants an option or right of refusal to the purchaser to take delivery of such production in lieu of payment, and, in either of the foregoing instances, the Advance Payment is, or is to be, applied as payment in full for such production when sold and delivered or is, or is to be, applied as payment for a portion only of the purchase price thereof or of a percentage or share of such production; provided that inclusion of the standard "take or pay" provision in any gas sales or purchase contract or any other similar contract in the ordinary course of business shall not, in and of itself, constitute such contract as an Advance Payment Contract for the purposes hereof.

"Affiliate" means, with respect to Borrower, another entity that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Borrower.

"Aggregate Commitment" means, collectively, the aggregate New Money Commitments and the aggregate Refinanced Commitments which shall, for the avoidance of doubt, be in an amount equal to $5,135,000.

"Agreement" means this Amended and Restated Loan and Security Agreement, dated as of January ___, 2023, as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or its Subsidiaries from time to time concerning or relating to bribery or corruption.

"Anti-Terrorism Laws" mean any Laws relating to terrorism or money laundering, including Executive Order No. 13224 and the USA Patriot Act.

"Applicable Percentage" means, with respect to Lender at any time, a percentage equal to a fraction, the numerator of which is the sum of Lender's Credit Exposure and unused Commitments at such time and the denominator of which is the aggregate Credit Exposure and aggregate unused Commitments at such time.

"Approved Petroleum Engineer" means Haas Petroleum Engineering Services, Inc. or any reputable firm of independent petroleum engineers selected by the Borrower and reasonably acceptable to the Lender.

"Availability Period" means the period from and including the Effective Date to the earliest of (a) the Maturity Date, (b) the date of termination of the New Money Commitments pursuant to Section 2.04 and (c) the date of termination of the New Money Commitment of Lender to make New Money Loans pursuant to Section 2.02.

"Bankruptcy Code" means Title 11 of the United States Code entitled "Bankruptcy," now and hereafter in effect, or any applicable successor statute.

"Bankruptcy Court" has the meaning assigned to such term in the recitals hereto.

"Bankruptcy Event" means, with respect to Debtor, such Debtor becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar person or entity charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Lender, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in the Debtor by a Governmental Authority or instrumentality thereof, unless such ownership interest results in or provides the Debtor with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permits the Debtor (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by the Debtor.

"Base Rate" means the prime rate as published in The Wall Street Journal's Money Rates table on the first day of the month; provided, however, if the first day of the month falls on a Saturday, Sunday or day for which banks are authorized to be closed in the state of Texas, the prime rate shall be the most recent rate so published. If multiple prime rates are quoted in such table, then the highest prime rate quoted therein shall be the prime rate.

"Borrowing" means Loans of the same type made, converted or continued on the same date.

"Borrowing Request" means a written request by the Borrower for a New Money Loan in accordance with Section 2.03.

"Business Day" means any day other than a Saturday, Sunday or day on which banks in Texas are authorized or required by law to close.

"Capital Lease Obligations" of a Person means any lease of Property by such Person as lessee which would be capitalized on a balance sheet of such Person prepared in accordance with generally accepted accounting principles.

"Capital Stock" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in the Borrower, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest.

"Cash Equivalents" means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition; (b) certificates of deposit, time deposits, or overnight bank deposits having maturities of six months or less from the date of acquisition issued by Lender or by any commercial bank organized under the laws of the United States of America or any state thereof having combined capital and surplus of not less than $500,000,000; (c) commercial paper of an issuer rated at least A-2 by S&P or P-2 by Moody's, or carrying an equivalent rating by a "nationally recognized statistical rating organization" (within the meaning of proposed Rule 3b-10 promulgated by the SEC under the Exchange Act), if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within six months from the date of acquisition; (d) repurchase obligations of Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than 30 days with respect to securities issued or fully guaranteed or insured by the United States government; (e) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory, the securities of which state, commonwealth, territory, political subdivision or taxing authority (as the case may be) are rated at least A by S&P or A by Moody's; (f) securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by Lender or any commercial bank satisfying the requirements of clause (b) of this definition; and (g) shares of money market mutual or similar funds which invest exclusively in assets satisfying the requirements of clauses (a) through (f) of this definition.

"Casualty Event" means any loss, casualty or other insured damage to, or any nationalization, taking under power of eminent domain or by condemnation or similar proceeding of, any Property of the Borrower.

"Change in Law" means the occurrence after the date of this Agreement of (a) the adoption of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the interpretation or application thereof by any Governmental Authority or (c) compliance by Lender (or, for purposes of Section 2.14(b), by any lending office of such Lender or by such Lender's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or

similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall be deemed to be a "Change in Law" regardless of the date enacted, adopted or issued.

"Change of Control" means the failure of either (a) John Hayes or (b) a replacement for John Hayes with substantially similar skills, knowledge, background, and expertise in the oil and gas industry who is reasonably acceptable to Lender, to continue serving as an executive officer and director of the Borrower.

"Chapter 11 Plan" means that certain *Debtors' Fourth Amended Joint Plan of Reorganization*, filed with the Bankruptcy Court on December __, 2022, as supplemented by the Plan Supplement.

"Charges" has the meaning assigned to such term in Section 8.15.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Collateral" means all assets, whether now owned or hereafter acquired by the Borrower, in which a Lien is granted or purported to be granted to Lender as security for any Obligation.

"Commitment" means a New Money Commitment or a Refinanced Commitment.

"Commodity Hedging Agreement" means any swap agreement, cap, floor, collar, exchange transaction, forward agreement, or other exchange or protection agreement relating to hydrocarbons or any option with respect to any such transaction, including derivative financial instruments.

"Confirmation Order" means the order of the Bankruptcy Court confirming the Chapter 11 Plan pursuant to Section 1129 of the Bankruptcy Code, together with all schedules and exhibits thereto.

"Consummation of the Chapter 11 Plan" means the occurrence of the Effective Date (as defined in the Chapter 11 Plan) and the substantial consummation of the Chapter 11 Plan within the meaning of Section 1101(2) of the Bankruptcy Code in accordance with its terms in all material respects.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the Debtor, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Credit Date" means the date of a Borrowing.

"Credit Exposure" means, with respect to Lender at any time, the outstanding principal amount of Lender's Loans at such time.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Default Rate" means, with respect to the Loans or other Obligations which accrue interest at the Default Rate hereunder, a rate per annum equal to the sum of three percent (3%) plus the interest rate otherwise applicable thereto.

"Discharge of Obligations" means (a) the payment in full in cash of all Obligations (other than contingent indemnity obligations for which no claim for payment has been made (which indemnity obligations continue to survive as expressly provided in this Agreement or in any other Loan Document)), (b) termination or expiration of the Aggregate Commitments and (c) termination of this Agreement other than indemnity and reimbursement obligations which expressly survive the termination hereof.

"Disclosed Matters" means the actions, suits and proceedings and any environmental matters disclosed in Schedule 3.06.

"Disposition" or "Dispose" means the sale, transfer, license, lease, exchange or other disposition (including any Sale and Leaseback Transaction) of any property by the Debtor, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"Dollars" or "$" refers to lawful money of the United States of America.

"DrillCo Agreement" means that certain oil and gas participation agreement into which Borrower and Lender will enter contemporaneously with their entry into this Agreement, pursuant to which Lender, or its designated affiliate, shall be entitled to receive, upon payment in full of all Indebtedness incurred by Borrower to Lender in connection with advances by Lender under this Agreement and subject to satisfaction of the conditions described in Section 2.14(c), free and clear of the Liens of Texas Capital Bank and Cargill, Inc. as specified in subpart (h) of the definition of Permitted Encumbrances below, an undivided portion of Borrower's interest as of the date of this Agreement in the assets and in the percentage determined pursuant to Section 2.14(c).

"DrillCo Contract Area" means the lands in Leon, Madison, Atascosa and Frio Counties, Texas that are covered by the DrillCo Agreement as described therein.

"DrillCo Operating Agreement" means a "DrillCo Operating Agreement" as that term is defined in the DrillCo Agreement.

"DrillCo PDP Reserves" means the PDP Reserves of the DrillCo Contract Area.

"Effective Date" means the date the conditions set forth in Section 4.01 are satisfied.

"Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by the party with the intent to sign, authenticate or accept such contract or record.

"Environmental Laws" means all laws (including common law), rules, regulations, codes, ordinances, orders, determinations, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority relating in any way to protection of the environment, preservation or reclamation of natural resources, pollution, the

management, release or threatened release of any Hazardous Material or to health and safety matters (to the extent relating to exposure to Hazardous Materials).

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), directly or indirectly resulting from or based upon (a) any violation of or liability under any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal (or arrangement for the disposal) of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement to the extent liability is assumed or imposed with respect to any of the foregoing.

"Event of Default" has the meaning assigned to such term in Article VIII.

"Excluded Halliday Wells" means the wells set forth on Schedule 5.10(a) and the associated leasehold rights necessary to operate, maintain, re-enter, recomplete, produce and plug and abandon such wells.

"Fair Market Value" means, with respect to any asset or liability, the fair market value of such asset or liability as determined by the Borrower in good faith in accordance with generally accepted finance practices.

"First Production Date" means, with respect to an Initial Well, the first day of the first calendar month after the first to occur of the following with respect to such Initial Well: (a) artificial lift is installed and operating per specifications on such Initial Well; (b) such Initial Well has had 30 continuous days of production after well stimulation and completion of the lateral cleanout; and (c) the trailing 14 day average of production from such Initial Well is not less than 80% of the peak forecasted production rate for such Initial Well as set forth in the Haas Report, provided, however, the First Production Date shall occur not later than the date that is six months after such Initial Well is completed.

"GAAP" means those generally accepted accounting principles and practices which are recognized as such by the American Institute of Certified Public Accountants acting through its Accounting Principles Board or by the Financial Accounting Standards Board or through other appropriate boards or committees thereof. Any accounting principle or practice required to be changed by the Accounting Principles Board or Financial Accounting Standards Board (or other appropriate board or committee of such Boards) in order to continue as a generally accepted accounting principle or practice may be so changed. In the event of a change in GAAP, the Loan Documents shall continue to be construed in accordance with GAAP as in existence on the date hereof.

"Gas Imbalance" means (a) a sale or utilization by the Borrower of volumes of Natural Gas in excess of its gross working interest, (b) receipt of volumes of natural gas into a gathering system and redelivery by the Borrower of a larger or smaller volume of Natural Gas under the terms of the applicable transportation agreement, or (c) delivery to a gathering system of a volume of Natural Gas produced by the Borrower that is larger or smaller than the volume of Natural Gas such gathering system redelivers for the account of the Borrower.

"Governmental Authority" means any nation, country, commonwealth, territory, government, state, county, parish, municipality, or other political subdivision and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government.

"Haas Report" means the Reserve Report prepared by Haas Petroleum Engineering Services, Inc., as of May 1, 2022.

"Hazardous Materials" means all contaminants, pollutants or, hazardous or toxic materials, substances, wastes or other chemicals, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes, explosive materials, radioactive materials and all other materials, substances or wastes of any nature regulated pursuant to, or for which liability or standards of conduct may be imposed under, any Environmental Law due to their hazardous or dangerous properties or characteristics.

"Hedging Agreement" means a Commodity Hedging Agreement or any other agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement, whether exchange traded, "over-the-counter" or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

"Hedge Modification" means the amendment, modification, cancellation, monetization, sale, transfer, assignment, early termination or other disposition of any Hedging Agreement.

"Hydrocarbon Interests" means all presently existing or after-acquired rights, titles and interests in and to oil and gas leases, oil, gas and mineral leases, other Hydrocarbon leases, mineral interests, mineral servitudes, overriding royalty interests, royalty interests, net profits interests, production payment interests and other similar interests. Unless otherwise qualified, all references to a Hydrocarbon Interest or Hydrocarbon Interests in this Agreement shall refer to a Hydrocarbon Interest or Hydrocarbon Interests of the Borrower.

"Hydrocarbons" means, collectively, oil, gas, casinghead gas, drip gasoline, Natural Gas, condensate, distillate and all other liquid or gaseous hydrocarbons and related minerals and all products therefrom, in each case whether in a natural or a processed state.

"Indebtedness" means, without duplication, (i) all obligations of such Person for money borrowed, including (a) the obligations of such Person for money borrowed by a partnership of which such Person is a general partner, (b) obligations, whether or not assumed, which are secured in whole or in part by the Property of such Person or payable out of the proceeds or production from Property of such Person, and (c) any obligations of such Person in respect of letters of credit and repurchase agreements; (ii) all obligations of such Person evidenced by notes, debentures, bonds or similar instruments; (iii) all obligations of such Person to pay the deferred purchase price of Property or services (except trade accounts arising in the ordinary course of business if interest is not paid or accrued thereon); and (iv) all Capitalized Lease Obligations of such Person.

"Indemnitee" has the meaning assigned to such term in Section 8.03.

"Information" has the meaning assigned to such term in Section 8.12.

"Initial Production" means, with respect to an Initial Well, the aggregate production from such Initial Well beginning on the First Production Date of such Initial Well and ending on the lesser of (1) the date of a proposed Borrowing or (2) six months thereafter.

"Initial Wells" means the OSR PUD 1 well and Pruitt 3H and Pruitt 4H PUD wells as set forth on Schedule 1.01(a).

"Intercreditor Agreement" means that certain [Intercreditor Agreement] dated on or about the date hereof, by and among the Borrower, the Lender, Cargill, Inc. and Texas Capital Bank, as amended from time to time in accordance with the terms thereof.

"Investment" in any Person shall mean the acquisition or holding of any stock, bond, note, or other evidence of Indebtedness, partnership interest or any other Security (other than current trade and customer accounts) of such Person.

"IRS" means the United States Internal Revenue Service.

"Lien" means, as to any Property of any Person, (a) any mortgage, deed of trust, lien, pledge, hypothecation, or security interest in, on or of such Property, or any other charge or encumbrance on any such asset to secure Debt or liabilities, but excluding any right to netting or setoff, (b) the interest of a vendor under any conditional sale agreement or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such Property, (c) in the case of Securities, any purchase option, call or similar right of a third party with respect to such Securities and (d) the signing or filing of a financing statement which names the Person as debtor, or the signing of any security agreement authorizing any other Person as the secured party thereunder to file any financing statement which names such Person as debtor.

"Loan Documents" means this Agreement, any promissory notes executed in connection herewith, the Security Documents, and any other agreements executed by Borrower and/or Lender in connection with this Agreement and designated as a Loan Document therein.

"Loans" means, collectively, the New Money Loans and the Refinanced Loans.

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, operations, financial condition or results of operations of Borrower taken as a whole, (b) the ability of Borrower to perform any of its obligations under this Agreement or the other Loan Documents or (c) the validity or enforceability of any Loan Document against Borrower which is a party thereto or the rights of or benefits available to the Lender under this Agreement or the other Loan Documents.

"Maturity Date" means the earlier of (a) January ___, 2027 and (b) the date of termination of the Commitments and the acceleration of any outstanding extensions of credit, in each case, under this Agreement.

"Maximum Rate" has the meaning assigned to such term in Section 8.15.

"Moody's" means Moody's Investors Service, Inc.

"Mortgaged Properties" means the Oil and Gas Properties listed on Schedule 1.01(a), together with any additional Oil and Gas Properties of the Borrower in the OSR Halliday Unit (other than the Excluded Halliday Wells) or the Pruitt Prospect over which a Mortgage may hereafter be granted to Lender for the benefit of the Lender pursuant to Section 5.10. For the avoidance of doubt, the Lender's Liens shall not extend to the Excluded Halliday Wells and such wells shall not constitute Mortgaged Properties.

"Mortgages" means all mortgages, deeds of trust, amendments to mortgages, security agreements, assignments of production, pledge agreements, collateral mortgages, collateral chattel mortgages, collateral assignments, financing statements and other documents, instruments and agreements evidencing, creating, perfecting or otherwise establishing the Liens on the Mortgaged Properties as required by Section 5.10, which shall be substantially in the form acceptable to Lender (with such changes thereto as may be reasonably requested by the Lender), including without limitation such instruments as will be entered into as directed by the Bankruptcy Court in connection with confirmation of the Chapter 11 Plan.

"Natural Gas" means all natural gas, distillate or sulphur, natural gas liquids and all products recovered in the processing of natural gas (other than condensate) including natural gasoline, coalbed methane gas, casinghead gas, iso-butane, normal butane, propane and ethane (including such methane allowable in commercial ethane).

"Net Cash Flow" means as it pertains to Program Wells, the total revenue received by Borrower from sales of Hydrocarbons from producing Program Wells (net to Borrower) less expenses paid by Borrower for Program Wells (including severance taxes, ad valorem taxes, production expenses, operational expenses, and capital expenditures) for a given accounting month.

"Net Cash Proceeds" means, with respect to any Disposition or series of related Dispositions of any assets (including any Oil and Gas Property by the Borrower , the excess, if any, of (a) the sum of cash and Cash Equivalents received in connection with such Disposition or Dispositions, but only as and when so received, over (b) the sum of (i) the principal amount of any Indebtedness that is secured by such asset or assets and that is required to be repaid in connection with such Disposition or Dispositions (other than the Loans) and (ii) the reasonable and documented out-of-pocket expenses (including Taxes) incurred by the Borrower or such Subsidiary in connection with such Disposition or Dispositions.

"New Money Commitment" means as to Lender, its obligation to make New Money Loans to Borrower hereunder, expressed as an amount representing the maximum principal amount of New Money Loans to be made by such Lender under this Agreement, as such commitment may be reduced or increased pursuant to the provisions of this Agreement. The aggregate amount of the New Money Commitment as of the Effective Date is equal to [$4,562,500.00] but may be reduced if Borrower fails to comply with financial, production or other covenants and/or milestones provided for herein. In no event shall the New Money Commitment be less than the 100% of Borrower's working interest share of the land or lease acquisition, drilling, completing,

and equipping (including production facilities, pipelines, saltwater disposal wells, and initial artificial lift installation) costs of the Initial Wells (the "Minimum New Money Commitment").

"Obligations" means all obligations, liabilities and indebtedness (monetary (including post-petition interest, whether or not allowed) or otherwise) of Borrower from time to time owed to the Lender under any Loan Document, including any make-whole amounts, any repayment or prepayment premiums and any accrued and unpaid interest, in each case howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due.

"Oil and Gas Properties" means fee, leasehold, or other interests in or under mineral estates or oil, gas, and other liquid or gaseous hydrocarbon leases with respect to Properties situated in the United States or offshore from any State of the United States, including overriding royalty and royalty interests, leasehold estate interests, net profits interests, production payment interests, and mineral fee interests, together with contracts executed in connection therewith and all tenements, hereditaments, appurtenances and Properties appertaining, belonging, affixed, or incidental thereto.

"Organizational Documents" means, as to any Person, the articles of incorporation, certificate of limited partnership, certificate of formation or similar organizational documents, as applicable, of such Person.

"OSR Halliday Unit" has the meaning set forth on Schedule 1.01(a).

"PDP Reserves" means proved, developed, non-producing Hydrocarbon reserves, as determined in conformity with the guidelines in effect from time to time in accordance with Petroleum Industry Standards as determined by the Borrower.

"Permitted Encumbrances" means, with respect to any Property, each of the following:

(a) Liens securing the Obligations;

(b) the following, if the validity and amount thereof are being contested in good faith and by appropriate legal proceedings and so long as (a) levy and execution thereon have been stayed and continue to be stayed, (b) they do not in the aggregate materially detract from or threaten the value of such Property, or materially impair the use thereof in the operation of the business of the owner of such Property, and (c) a reserve therefor, if appropriate, has been established- claims and Liens for Taxes due and payable; claims and Liens upon and defects of title to real and personal Property; claims and Liens of landlords, repairmen, mechanics, materialmen, warehousemen, or carriers, or similar Liens; and adverse judgments on appeal;

(c) Liens for Taxes not past due;

(d) landlords', carriers', warehousemen's, repairmen's, mechanics' and materialmen's Liens for services or materials (or other like Liens that do not secure Funded Debt) for which payment is not past due;

(e) operators' Liens incurred pursuant to oil and gas joint operating agreements entered into by the owner of such Property in the ordinary course of business which secure obligations not past due;

(f) Liens in favor of the lessor on the Property being leased under any Capitalized Lease permitted hereunder;

(g) minor defects in title to an Oil and Gas Property not in any case materially detracting from the value of such Property;

(h) Liens incurred in the ordinary course of business for lease financing or other similar arrangements not to exceed $100,000 in the aggregate at any given time; and

(i) Liens permitted under the Chapter 11 Plan, including, without limitation, (i) first and prior Liens in all Borrower assets other than the Mortgaged Properties pursuant to the Chapter 11 Plan as held by Texas Capital Bank and Cargill, Inc., and (ii) Liens held by Texas Capital Bank and Cargill, Inc. in the Mortgaged Properties that are inferior in priority to the Lender's Liens therein pursuant to the Chapter 11 Plan, with the liens referred to in clause (ii) preceding to be released as to Lender's working interest assigned pursuant to the provisions of Section 2.14(c).

"Permitted Investments" means Investments in (i) indebtedness, evidenced by notes maturing not more than 12 months after the date of issue, issued or guaranteed by the government of the United States of America, (ii) certificates of deposit maturing not more than 12 months after the date of issue, issued by the Lender or by commercial banking institutions each of which is a member of the Federal Reserve System and which has combined capital and surplus and undivided profits of not less than $100,000,000, (iii) commercial paper, maturing not more than 270 days after the date of issue, issued by (a) the Lender (or any parent corporation of the Lender) or (b) a corporation (other than an Affiliate of the Borrower) with a rating of P1 (or its then equivalent) according to Moody's Investors Service, Inc., A-1 (or its then equivalent) according to Standard & Poor's Corporation or F-1 (or its then equivalent) according to Fitch's Investors Services, Inc., (iv) money market or other mutual funds substantially all of whose assets comprise securities of the types described in clauses (i) through (iii) above, or (v) such other instruments, evidences of indebtedness or investment securities as the Lender may approve in writing.

"Permitted Prior Liens" means Liens described in Section 6.03(a) and in Section 6.03 (b), (c), (d), (e), (f), and (i) that, by operation of law, have priority over the Liens securing the Obligations.

"Petroleum Industry Standards" means Definitions for Oil and Gas Reserves promulgated by the Society of Petroleum Engineers (or any generally recognized successor) as in effect at the time in question.

"Plan Supplement" has the meaning assigned to such term in the Chapter 11 Plan.

"Production Payment" means the grant or transfer by the Borrower of a royalty, overriding royalty, net profits interest, production payment, partnership or other interest in Oil and Gas Property, reserves or the right to receive all or a portion of the production or the proceeds from the

sale of production attributable to such properties, in which the holder of such interests is entitled to receive a specified volume or value of production and in which the holder of such interest has recourse solely to such production or proceeds of production, subject to the obligation of the grantor or transferor to operate and maintain, or cause the subject interests to be operated and maintained, in a reasonably prudent manner or other customary standard or subject to the obligation of the grantor or transferor to indemnify for environmental, title or other matters customary in the oil and gas business.

"Program Wells" means (1) the Ruple 1H Well, (2) Ruple 2H Well, and (2) those Initial Wells and Subsequent Wells in which the expense obligations of Borrower or its applicable Subsidiaries, including Borrower's share of the costs of the land, lease, drilling, completing, equipping (including production facilities, pipelines, saltwater disposal wells, and initial artificial lift installation), is funded 100% by a draw pursuant to this Agreement. The Ruple 1H and Ruple 2H plus the Initial Wells and Subsequent Wells combined that are so funded constitute all of the Program Wells.

"Property" means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible. Unless otherwise qualified, all references to Property in this Agreement shall refer to a Property or Properties of Borrower.

"Proved Reserves" means oil and gas reserves that, in accordance with Petroleum Industry Standards, are classified as both "Proved Reserves" and one of the following: (a) "Developed Producing Reserves", (b) "Developed Non-Producing Reserves" or (c) "Undeveloped Reserves".

"Pruitt Prospect" has the meaning set forth in Schedule 1.01(a).

"PV10" means, in respect of the Proved Reserves of Borrower' Oil and Gas Property set forth in the most recently delivered Reserve Report, the aggregate net present value (discounted at 10% per annum) of such Oil and Gas Properties calculated before income taxes, but after reduction for royalties, lease operating expenses, severance and ad valorem taxes, capital expenditures and abandonment costs and with no escalation of capital expenditures or abandonment costs (a) calculated in accordance with SEC guidelines but using Strip Price for crude oil and natural gas liquids (WTI Cushing) and natural gas (Henry Hub), (b) calculated by (i) in the case of a Reserve Report prepared as of December 31 of any year, an Approved Petroleum Engineer and (ii) in the case of each other Reserve Report or as otherwise required under this Agreement, at the Borrower's option, a petroleum engineer employed by the Borrower or an Approved Petroleum Engineer, in each case, in Debtor's reasonable judgment after having reviewed the information from the most recently delivered Reserve Report, (c) as set forth in the Reserve Report most recently delivered under Section 5.01(d), (d) as adjusted to give effect to Hedging Agreements permitted by this Agreement as in effect on the date of such determination and (e) as adjusted to give *pro forma* effect to all Dispositions or Acquisitions completed since the date of the Reserve Report.

"Qualified Counterparty" means [any bank or financial institution (which for these purposes shall include any leading dealer or broker in commodity and commodity index swap transactions) and expressly including Cargill, Inc.]

"Refinanced Commitment" means as to Lender, its obligation to make Refinanced Loans to Borrower hereunder, expressed as an amount representing the maximum principal amount of Refinanced Loans to be made by such Lender under this Agreement. The aggregate amount of the Refinanced Commitment as of the Effective Date is equal to [$572,000] but may be reduced if Borrower fails to comply with financial, production or other covenants and/or milestones provided for herein and shall be reduced pursuant to Section 2.02 hereof.

"Related Parties" means, with respect to Borrower, Borrower's Affiliates and the respective directors, officers, managers, members, partners, employees, agents and advisors of Borrower and such Borrower's Affiliates.

"Reserve Report" means the most current engineering analysis of the Oil and Gas Properties, in form and substance reasonably acceptable to the Lender, which shall include (i) pricing assumptions based upon the Strip Price and (ii) projections of revenues attributable to all undrilled locations on the Borrower' Oil and Gas Property based on a development plan for a period no greater than 10 years from the date of such Reserve Report reasonably acceptable to the Lender; provided that, for the avoidance of doubt, such projections need not be based on historical capital expenditures in such locations nor take into account potential financings of projected capital expenditures.

"Reserve Report Certificate" means, with respect to any Reserve Report, a certificate from a Responsible Officer certifying that in all material respects: (a) such Reserve Report is based on information reasonably available to the Borrower; (b) the Borrower owns good and defensible title to the Oil and Gas Property evaluated in such Reserve Report (except any such Oil and Gas Property that has been disposed of since the date of such Reserve Report as permitted by this Agreement) and such properties are free and clear of all Liens except for Liens permitted by Section 6.03; (c) except as set forth on an exhibit to the Reserve Report Certificate, on a net basis there are no gas imbalances, take-or-pay or other prepayments with respect to its Oil and Gas Property evaluated in such Reserve Report which would require the Borrower to deliver Hydrocarbons either generally or produced from Oil and Gas Property at some future time without then or thereafter receiving full payment therefor other than those which do not result in Borrower having net aggregate liability in excess of $1,000,000; (d) except as set forth on an exhibit to the Reserve Report Certificate, none of the Borrower's Oil and Gas Property have been disposed of since the last delivery of the corresponding Reserve Report, which exhibit shall describe in reasonable detail such Dispositions; (e) the Borrower is in compliance with Section 5.10(a); and (f) except as set forth on an exhibit to the Reserve Report Certificate, all such properties are owned by the Borrower.

"Responsible Officer" means the chief executive officer or chief financial officer of a Borrower. Any document delivered hereunder that is signed by a Responsible Officer of a Borrower shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of Borrower and such Responsible Officer shall be conclusively presumed to have acted on behalf of Borrower.

"Restricted Payment" means any of the following:

(i) any withdrawal of cash or other Property from the Borrower by any owner of an Equity Interest in the Borrower or the declaration or payment of any dividend on, or the incurrence of any liability to make, or the making of, any other payment or distribution in respect of, any Equity Interests in the Borrower without the prior written consent of the Lender;

(ii) any payment or distribution on account of the purchase, redemption or other retirement of any Equity Interests in the Borrower, or of any warrant, option or other right to acquire such Equity Interests, or any other payment or distribution made in respect thereof, either directly or indirectly; and

(iii) the repayment by the Borrower of any Indebtedness owed to an Affiliate (other than repayments, if any, from Activa to Tiva or vice versa).

"Sale and Leaseback Transaction" means any sale or other transfer of any property by Debtor with the intent to lease such property as lessee.

"Secured Obligations" means (a) the Obligations, and (b) all obligations in respect of Hedging Agreements entered into between the Borrower and a counterparty that is a Qualified Counterparty at the time such Hedging Agreement is entered into.

"Security" means any stock, share, voting trust certificate, limited or general partnership interest, member interest, bond debenture, note, or other evidence of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instrument commonly known as a "security" or any certificate of interest, share or participation in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire any of the foregoing.

"Security Agreement" means that certain Mortgage, Deed of Trust, Security Agreement, Fixture Filing and Financing Statement (Oil and Gas Properties) executed and delivered by Borrower on the Effective Date for the benefit of the Lender, which shall be substantially in the form acceptable to Lender (with such changes thereto as may be reasonably requested by the Lender).

"Security Documents" means collectively the Security Agreement and all Mortgages, deeds of trust, security agreements, pledge agreements, guaranty agreements (including Article VII of this Agreement but otherwise excluding this Agreement), collateral assignments and all other collateral documents, now or hereafter executed and delivered by Borrower as security for the payment or performance of the Secured Obligations, all such documents to be in form and substance satisfactory to the Lender in its sole discretion.

"Solvent" means, with respect to Debtor as of the date of any determination, that on such date (a) the fair value of the Property of Debtor (both at fair valuation and at present fair saleable value) is greater than the total liabilities, including contingent liabilities, of Debtor, (b) the present fair saleable value of the assets of Debtor is not less than the amount that will be required to pay the probable liability of Debtor on its debts as they become absolute and matured, (such Debtor is able to realize upon its assets and pay its debts and other liabilities, contingent obligations, and

other commitments as they mature in the normal course of business, (d) Debtor does not intend to, and does not believe that it will, incur debts or liabilities beyond Debtor's ability to pay as such debts and liabilities mature, and (e) Debtor is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which Debtor's Property would constitute unreasonably small capital after giving due consideration to current and anticipated future capital requirements and current and anticipated future business conduct and the prevailing practice in the industry in which Debtor is engaged. In computing the amount of contingent liabilities at any time, such liabilities shall be computed at the amount which, in light of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability without benefit of or credit for proration, exceptions or offsets which may be available from time to time to Lender under the Reserve Regulations.

"Strip Price" means, as of any date of determination, the forward month prices as of such date, for the most comparable hydrocarbon commodity applicable to such future production month for a five-year period (or such shorter period if forward month prices are not quoted for a reasonably comparable hydrocarbon commodity for the full five-year period), with such prices escalated at 2% each year thereafter based on the last quoted forward month price of such period, as such prices are (i) quoted on the NYMEX as of the determination date and (ii) adjusted by appropriate management adjustments for additions to reserves and depletion or sale of reserves since the date of such Reserve Report, adjusted for any basis differential as of the date of determination.

"Subject Lease" means the Oil and Gas Properties set forth on Schedule 1.01(b) or at any time thereafter held or acquired by Borrower in the Pruitt Prospect or the OSR Halliday Unit, [in each case, that is subject to a right of a third party existing on the date hereof under an area of mutual interest agreement, joint venture agreement, participation agreement or other similar agreement customary in the oil and gas industry to acquire an interest in such lease].

"Subsequent Wells" means those Oil and Gas Properties set forth on Schedule 1.01(a) other than the Initial Wells.

"Subsidiary" means for any Person, any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned, collectively, by such Person and any Subsidiaries of such Person. The term Subsidiary shall include Subsidiaries of Subsidiaries (and so on).

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"TCB Credit Agreement" means that certain Amended and Restated Credit Agreement, dated as of December __, 2022, by and between Borrower and Tiva, on the one hand, and Texas Capital Bank, on the other hand.

"Texas Finance Code" has the meaning assigned to such term in Section 8.15.

"Transactions" means (a) the execution, delivery and performance by the Borrower of this Agreement and the other Loan Documents, (b) the Borrowing of Loans, and (c) the use of the proceeds thereof.

"Underpaid Month" has the meaning assigned to such term in Section 2.05(b).

"Wellbore Lien" means, with respect to any PDP Reserves of Borrower attributable to a particular well, a Lien (including a real property mortgage on and a locally, and, if applicable, centrally, filed financing statement covering fixtures and as-extracted collateral) on (i) the interest of Borrower in and to such well, the associated wellbore and the associated fixtures and as-extracted collateral, and (ii) the interest of Borrower in and to the relevant leases or other Oil and Gas Properties attributable to such PDP Reserves, but only insofar as such leases or other Oil and Gas Properties are necessary to produce, operate, maintain, and plug and abandon such well.

Section 1.02 Terms Generally.

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to Debtor shall be construed to include Debtor's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

Article II

The Credits

Section 2.01 Accounting Terms; GAAP.

Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Borrower notifies the Lender in writing that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Lender notifies the Borrower that the Lender request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately

before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under Financial Accounting Standards Board Accounting Standards Codification 825 (or any other Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Borrower at "fair value", as defined therein.

Section 2.02 Loans and Commitments.

(a) Subject to the terms and conditions set forth herein (including Sections 4.01 and 4.02), and relying upon the representations and warranties set forth herein, Lender is deemed, on the Effective Date, to have made a [$572,000.00] loan to the Borrower (such loan, a "Refinanced Loan" which includes $265,000.00 in facility fees due and owing to Lender plus [$307,000] due and owing to Lender under the DIP Credit Agreement). The Lender and Borrower each acknowledge and agree that the Refinanced Loan shall be deemed funded on the Effective Date without any actual funding and the Refinanced Commitment of Lender shall terminate immediately and automatically after the deemed making of the Refinanced Loan. The Borrower acknowledges and agrees that the full proceeds of the Refinanced Loans have been disbursed by the Lender to the Borrower. Once repaid, the Refinanced Loans may not be reborrowed, and any Refinanced Commitment, once terminated, may not be reinstated.

(b) Subject only to the terms and conditions set forth herein (including Sections 4.01 and 4.02), and relying upon the representations and warranties set forth herein, Lender agrees to make loans to the Borrower (each such loan, a "New Money Loan") in Dollars on any Business Day on or following the Effective Date and during the Availability Period in an aggregate amount not to exceed its New Money Commitment at such time and, in any event, in an aggregate amount for each such Borrowing not to exceed the aggregate New Money Commitments at such time.

(c) Proceeds of the New Money Loans shall be used and distributed by the Borrower solely as permitted herein. Once borrowed or repaid, the New Money Loans may not be reborrowed, and any New Money Commitment, once terminated or reduced, may not be reinstated. The aggregate amount of the New Money Commitments shall be reduced by the amount of each Borrowing of New Money Loans made hereunder immediately upon the funding thereof, and the amount of Lender's applicable New Money Commitment shall be automatically and permanently reduced by the amount of the related New Money Loan funded by Lender pursuant to Section 2.02(b) immediately upon the funding thereof.

Section 2.03 Request for Borrowings; Funding of Borrowings.

(a) In order to request a Borrowing (other than a Borrowing of Refinanced Loans), the Borrower shall deliver in writing to the Lender (or shall provide telephonic notice promptly confirmed in writing by a duly completed Borrowing Request) not later than 12:00 p.m. San Antonio, Texas time, [five (5)] Business Days prior to the proposed Borrowing. Such Borrowing Request shall be irrevocable and shall be delivered by telecopy or email to the Lender and shall be signed by the Borrower. Each such written Borrowing Request shall specify the following information:

(i) the aggregate amount of such Borrowing and copy of the authorization for expenditure ("AFE") for the Oil and Gas Property to be drilled and developed;

(ii) the wiring information of the account of the Borrower to which funds are to be disbursed; and

(iii) the date of such Borrowing, which shall be a Business Day.

(b) Notwithstanding any other provision of this Agreement, the Borrower shall not request, and the Lender shall not be required to fund, a Borrowing of New Money Loans more frequently than once per calendar week.

(c) Without in any way limiting the obligation of the Borrower to confirm in writing any notice it may give hereunder by telephone, the Lender may act prior to receipt of written confirmation without liability upon the basis of such telephonic notice believed by the Lender in good faith to be from a Responsible Officer of the Borrower.

(d) Each submission by the Borrower to the Lender of a Borrowing Request shall be deemed to constitute a representation and warranty by the Borrower that the conditions set forth in Article IV have been satisfied or waived as of the date of the Borrowing.

Section 2.04 Termination of New Money Commitment.

(a) The Borrower may at any time terminate, or from time to time reduce, the New Money Commitments; provided that each reduction of the New Money Commitments shall be in an amount that is an integral multiple of $500,000 and not less than 1,000,000.

(b) The Borrower shall notify the Lender in writing of any election to terminate or reduce the New Money Commitments under paragraph (a) of this Section at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any such notice, the Lender shall advise the Lender of the contents thereof. Each notice delivered by the Borrower pursuant to this Section shall be irrevocable. Any termination or reduction of the New Money Commitments shall be permanent.

Section 2.05 Repayment of Loans; Evidence of Debt.

(a) Subject to the provisions of this agreement, Borrower shall, on the twentieth (20^{th}) day of each month, pay Lender 80% of Borrower's Net Cash Flow received in the immediately preceding month from the Program Wells. Furthermore, Borrower hereby unconditionally promises to pay to Lender the unpaid Obligations, on the Maturity Date or earlier date as set forth in the Loan Documents.

(b) In any calendar month prior to the payment of the total outstanding Obligations, if the amount of Net Cash Flow from the Program Wells payable to Lender in respect of such calendar month is less than 1.39% of the Obligations *(other than any such amounts drawn for Program Wells that have not been drilled, completed and equipped for production as of such*

time) as of the beginning of such calendar month (any such calendar month, an "Underpaid Month"), Lender shall be entitled to 100% of Borrower's entitlement to the Net Cash Flow from the Program Wells until the first to occur of (A) the Net Cash Flow from the Program Wells payable to Lender in respect of such calendar month is equal to 1.39% of the Obligations *(other than any such amounts drawn for Program Wells that have not been drilled, completed and equipped for production as of such time)* as of the beginning of such calendar month and (B) 100% of the Net Cash Flow from the Program Wells is paid to Lender.

(c) Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Obligations of the Borrower to Lender resulting from the Loan made by Lender, including the amounts of principal and interest payable and paid to Lender from time to time hereunder.

(d) The entries made in the accounts maintained pursuant to paragraph (b) of this Section shall be *prima facie* evidence of the existence and amounts of the Obligations recorded therein; provided that the failure of the Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement;

(e) Lender may request that the Loans made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to Lender a promissory note payable to Lender or its registered assigns in the form acceptable to Lender.

Section 2.06 Optional Prepayment of Loans.

(a) The Borrower shall have the right at any time and from time to time to prepay the Loans, in whole or in part without penalty or premium.

(b) Each prepayment pursuant to this Section 2.06 shall be accompanied by a cash amount equal to the accrued but unpaid interest and fees through the date of such prepayment.

Section 2.07 Mandatory Prepayment of Loans.

If Borrower shall, with Lender's written approval, consummate any sale of Mortgaged Properties, incur any Indebtedness (other than Indebtedness permitted under Section 6.02) or realize proceeds from any Casualty Event on one or more of the Mortgaged Properties above $25,000 individually or in the aggregate, then, in each case, not later than two (2) Business Days after receipt of the Net Cash Proceeds therefrom, the Borrower shall (i) apply 100% of such Net Cash Proceeds to the repayment of Loans and the payment of accrued and unpaid interest thereon. The provisions of this Section 2.07 do not constitute a consent to any Disposition or the incurrence of any Indebtedness by Borrower.

Section 2.08 [Reserved].

Section 2.09 [Reserved].

Section 2.10 Interest on Loans.

(a) The Loans shall bear interest (computed on the basis of the actual number of days elapsed over a year of 365 days and calculated from and including the date of such Borrowing to but excluding the date of repayment thereof) at a rate per annum equal to the Base Rate plus five percent (5%) per annum, compounded annually.

(b) Interest on each Loan shall be payable in cash in arrears in accordance with Sections 2.05(a) and (b), and on the Maturity Date, and, in the event of any repayment or prepayment of any Loan, interest on the amount so repaid or prepaid shall be payable in cash on the date of such repayment or prepayment;

(c) Notwithstanding the foregoing, upon the occurrence and during the continuance of an Event of Default, the principal amount of all Loans and, to the extent permitted by applicable law, other Obligations outstanding shall thereafter bear interest, after as well as before judgment, at the Default Rate.

(d) If any payment hereunder becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. In the case of any extension of any payment of principal pursuant to the preceding sentence, interest thereon shall be payable at the rate applicable during such extension period.

Section 2.11 Reserved.

Section 2.12 Fees.

The Refinanced Loan amount includes $265,000 in facility fees, including a $40,000 facility fee due and owing under the DIP Credit Agreement and $225,000 in facility fees due and owing for the New Money Loans. The facility fees that are part of the Refinanced Loan are fully earned when due and shall not be refundable for any reason whatsoever.

Section 2.13 Taxes.

Any and all payments by or on account of any obligation of Borrower under any Loan Document shall be made free and clear of, and without reduction by reason of, any Taxes.

Section 2.14 Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

(a) The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees, or of other amounts payable) prior to 5:00 p.m. San Antonio, Texas time on the date when due, in Dollars in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Lender, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in Dollars.

(b) If at any time insufficient funds are received by and available to the Lender to pay fully all amounts of principal, interest, premiums and fees then due hereunder, such funds

shall be applied (i) first, towards payment of fees then due hereunder, (ii) second, towards payment of interest and premiums then due hereunder, and (iii) third, towards payment of principal then due hereunder.

(c) Conveyance of Interests in Oil and Gas Properties. As more particularly provided in the DrillCo Agreement, upon payment in full of all Obligations incurred by Borrower in connection with advances by Lender to Borrower under this Agreement ("Citrus Loan Payoff") and written request by Lender, if and only if at the time of the Citrus Loan Payoff, Lender has advanced the Minimum New Money Commitment and has not otherwise defaulted under this Agreement (including failing to advance the Minimum New Money Commitment), then Borrower shall convey to Lender, or its designated affiliate, free and clear of the Liens of Texas Capital Bank and Cargill, Inc. as specified in subpart (h) of the definition of Permitted Encumbrances above, an undivided 20% of Borrower's interest as of the date of this Agreement in (i) all Program Wells and all associated leasehold rights necessary to operate, maintain, produce and plug and abandon such Program Wells and (ii) all of the remainder of the Mortgaged Property. If the working interest owners in the OSR Halliday Unit will not amend the unit operating agreement for that unit to address subdivided ownership issues to the reasonable satisfaction of Borrower and Lender or if Borrower and Lender do not agree to a monthly accounting settlement process for proper production and cost allocation and payment, in both cases also subject to the approval of Texas Capital Bank and Cargill, Inc. pursuant to the Intercreditor Agreement, Lender shall accept, in lieu of its undivided 20% of Borrower's interest in that portion of the OSR Halliday Unit that constitutes Mortgaged Property (such limited portion of the OSR Halliday Unit, the "OSR Halliday Development Property"), a reduced undivided interest in the entire OSR Halliday Unit equal to the product of Borrower's interest in the OSR Halliday Unit and 20% of a fraction, the numerator of which is the [PV10] value of the OSR Halliday Development Property and the denominator of which is the sum of [PV 10] value of the OSR Halliday Development Property plus the [PV10] Value of the remainder of the OSR Halliday Unit, with [PV 10] determined in each case as of Citrus Loan Payoff pursuant to the procedures set forth in the Intercreditor Agreement. Notwithstanding the foregoing, in the event any well is proposed in the OSR Halliday Unit or Pruitt Prospect in which Borrower is participating but Borrower funds without Lender's loan proceeds, Lender has the right to purchase twenty percent (20%) of Borrower's working interest in such well and shall then be obligated to pay, when they become due, the costs attributable to such interest and incurred in drilling, completing, and equipping such wells (and to receive its corresponding share, net of applicable production burdens, of all revenues generated therefrom). Furthermore, Lender shall, after purchasing 20% of Borrower's working interest, be entitled to all of its proportionate share of the revenue generated from these wells.

Article III

Representations and Warranties

Borrower represents and warrants to the Lender that on the Effective Date and each Credit Date:

Section 3.01 Organization; Powers.

Borrower (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has all requisite power and authority to carry on its business as now conducted and, (c) except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required.

Section 3.02 Authorization; Enforceability.

The Transactions are within Borrower's limited liability company powers and have been duly authorized by Borrower's board of directors and, if required, by its equity holders. This Agreement has been duly executed and delivered by Borrower and constitutes a legal, valid and binding obligation of Borrower, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 3.03 Governmental Approvals; No Conflicts.

The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect or have been made or to be made in connection with the filing of any Security Documents, financing statements, or other registrations or filings to secure the Obligations, (b) will not violate any Requirement of Law applicable to Borrower, (c) will not violate or result in a default under any indenture, agreement or other instrument, or give rise to a right thereunder to require any payment to be made by Borrower, and (d) will not result in the creation or imposition of any Lien on any asset of Borrower not otherwise permitted under Section 6.03.

Section 3.04 Financial Condition; No Material Adverse Change.

(a) The Borrower has heretofore furnished to the Lender (i) the audited consolidated balance sheet and related statements of income, stockholders' equity and cash flows of the Borrower and its Affiliate, Tiva, as of and for the fiscal year ended 2021 by Haynie & Co. independent public accountants and (ii) the unaudited consolidated balance sheet and related statements of income, stockholders equity and cash flows of the Borrower and its Affiliate, Tiva, as of and for the fiscal quarter ended June 30, 2022.

(b) Since February (excluding the pendency of the Chapter 11 Cases), no event or circumstance, either individually or in the aggregate, which has had or could reasonably be expected to have a Material Adverse Effect has occurred.

Section 3.05 Properties.

(a) Except as otherwise provided in Section 3.05(c) with respect to Oil and Gas Properties, Borrower has good title to, or valid leasehold interests in, all its real and personal property material to its business, except for (i) Permitted Encumbrances, (ii) minor defects in title that do not, in the aggregate, interfere with its ability to conduct its business as currently conducted and (iii) Liens permitted under Section 6.03.

(b) Borrower owns, or is licensed to use, all trademarks, tradenames, copyrights, patents and other intellectual property material to its business, and the use thereof Borrower, as the case may be, does not infringe upon the rights of any other party, except for any such infringements that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(c) Borrower has good and defensible title to all Proved Reserves included in the Oil and Gas Properties described in the most recent Reserve Report provided to the Lender (other than such Proved Reserves that have been subsequently disposed of and disclosed) subject to Permitted Encumbrance, free and clear of all Liens except Permitted Encumbrances and Liens permitted under Section 6.03. All such proved Oil and Gas Properties are valid, subsisting, and in full force and effect in all material respects, and all rentals, royalties, and other amounts due and payable in respect thereof have been duly paid except for such rentals, royalties and other amounts that are amounts being contested in good faith by appropriate proceedings and for which the Borrower or the applicable Subsidiary has set aside on its books adequate reserves, or except to the extent such rentals, royalties and other amounts due, if left unpaid, would not result in the loss or forfeiture of Oil and Gas Properties having an aggregate Fair Market Value in excess of $5,000,000. Without regard to any consent or non-consent provisions of any joint operating agreement covering Borrower's proved Oil and Gas Properties, Borrower's share of (a) the costs for the proved Oil and Gas Properties described in the Reserve Report (other than for such proved Oil and Gas Properties that have been subsequently disposed of and disclosed) is not materially greater than the decimal fraction set forth in the Reserve Report, before and after payout, as the case may be, and described therein by the respective designations "working interests," "WI," "gross working interest," "GWI," or similar terms (except in such cases where there is a corresponding increase in the net revenue interest), and (b) production from, allocated to, or attributed to such proved Oil and Gas Properties is not materially less than the decimal fraction set forth in the Reserve Report, before and after payout, as the case may be, and described therein by the designations "net revenue interest," "NRI," or similar terms. The wells drilled in respect of proved producing Oil and Gas Properties described in the Reserve Report (other than wells drilled in respect of such proved producing Oil and Gas Properties that have been subsequently disposed of and disclosed) (1) are capable of, and are presently, either producing Hydrocarbons in commercially profitable quantities or in the process of being worked over or enhanced, and the Borrower that owns such proved producing Oil and Gas Properties is currently receiving payments for its share of production, with no funds in respect of any thereof being presently held in suspense, other than any such funds being held in suspense pending delivery of appropriate division orders, (2) have been drilled, bottomed, completed, and operated in compliance with all applicable laws, and (3) are not subject to any penalty in production by reason of such well having produced in excess of its allowable production; except where any failure to comply with clauses (2) or (3) would not have a Material Adverse Effect.

(d) Borrower has no knowledge that a default exists under any of the terms or provisions, express or implied, of any of the leases and term mineral interests in the Oil and Gas Properties evaluated in the most recently delivered Reserve Report (other than any thereof disposed of in a Disposition permitted by this Agreement) or under any agreement to which the same are subject that would materially and adversely affect the rights of the Borrower with respect to the Oil and Gas Properties to which such lease, interest, or agreement relates.

(e) Except as otherwise permitted hereunder and except for the drilling commitments or obligations specified on attached Schedule __, there are no obligations under any Oil and Gas Property or contract or agreement which require the drilling of additional wells or operations to earn or to continue to hold any of the Oil and Gas Properties in force and effect, except leases in the primary term and those under customary continuous operations provisions that may be found in one or more of the Borrower's oil and gas and/or oil, gas and mineral leases.

(f) To the extent required hereunder, all material necessary regulatory filings have been properly made in connection with the drilling, completion and operation of the wells on or attributable to the Oil and Gas Properties and all other operations related thereto.

(g) To the extent required hereunder, all production and sales of Hydrocarbons produced or sold from the Oil and Gas Properties have been made in accordance with any applicable allowables (plus permitted tolerances) imposed by any Governmental Authorities except for where the failure to so comply could not reasonably be expected to result in a Material Adverse Effect.

(h) Borrower has not collected any proceeds from the sale of Hydrocarbons produced from the Oil and Gas Properties which are subject to any refund obligation except for where the failure to so comply could not reasonably be expected to result in a Material Adverse Effect.

(i) The Mortgaged Properties, together with the Subject Leases listed on Schedule 1.01(b) constitute all of the Hydrocarbon Interests owned by the Borrower to be pledged to Lender as of the Effective Date.

Section 3.06 Litigation and Environmental Matters.

(a) There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of Borrower, threatened against or affecting Borrower (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect after taking into account insurance proceeds or other recoveries from third parties actually received (other than the Disclosed Matters) or (ii) that involve this Agreement or the Transactions.

(b) Except for the Disclosed Matters and except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect after taking into account insurance proceeds or other recoveries from third parties actually received, to the Borrower's knowledge, (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received written notice of any claim with respect to any Environmental Liability or (iv) knows of any reasonable basis for any claim against Borrower with respect to any Environmental Liability.

Section 3.07 Compliance with Laws and Agreements.

Borrower is in compliance with all laws applicable to it or its Property, (b) is in compliance with its respective Organizational Documents and (c) is in compliance with all indentures, agreements and other instruments binding upon it or its Property, except, in the case of clauses (a) or (c), where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. No Default has occurred and is continuing on the part of Borrower under any such Requirements, Organizational Documents, and indentures, agreements and other instruments.

Section 3.08 Investment Company Status.

Borrower is not an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

Section 3.09 Taxes.

Borrower has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which Borrower, as applicable, has set aside on its books adequate reserves maintained in accordance with GAAP, (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect, or (c) to the extent otherwise excused or prohibited by the Bankruptcy Code and for which payment has not otherwise been required by the Bankruptcy Court.

Section 3.10 Reserved.

Section 3.11 Disclosure.

The Borrower has disclosed to the Lender all agreements, instruments and corporate or other restrictions to which it is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the reports, financial statements, certificates or other information furnished by or on behalf of Borrower to the Lender in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished) when taken as a whole contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading as of the date made or deemed made; provided that, with respect to projected financial information, the Borrower represents only that such information was prepared in good faith based on assumptions believed to be reasonable at the time and, if such projected financial information was delivered prior to the Effective Date, as of the Effective Date.

Section 3.12 Labor Matters.

There are no strikes, lockouts or slowdowns against Borrower pending or, to the knowledge of the Borrower, threatened that could reasonably be expected to have a Material Adverse Effect. The hours worked by and payments made to employees of Borrower have not been in violation of the Fair Labor Standards Act or any other law dealing with such matters to the extent that such violation could reasonably be expected to have a Material Adverse Effect.

Section 3.13 Capitalization.

Schedule 3.13 lists as of the Effective Date, (a) for the Borrower its full legal name and its jurisdiction of organization and (b) for each Subsidiary, the number of shares of Capital Stock or other Capital Stock outstanding and the owner(s) of such shares or Capital Stock.

Section 3.14 Bank Accounts.

Schedule 3.14, as updated from time to time, lists all accounts maintained by or for the benefit of Borrower with any bank or financial institution.

Section 3.15 Insurance.

Customary insurance certificates have been furnished by the Borrower to the Lender as of the Effective Date.

Section 3.16 [Reserved]

Section 3.17 Gas Imbalances.

As of the Effective Date, except as set forth on Schedule 3.17, on a net basis there are no Gas Imbalances, take or pay or other prepayments with respect to any Oil and Gas Properties which would require Borrower to deliver Hydrocarbons produced from such Oil and Gas Properties at some future time without then or thereafter receiving full payment therefor other than that which do not result in Borrower having net aggregate liability in excess of $5,000,000.

Section 3.18 Reserve Reports.

As of the Effective Date, to the Borrower's knowledge, (i) the assumptions stated or used in the preparation of each Reserve Report are reasonable (it being understood by Lender that assumptions as to future results are subject to uncertainty and that no assurance can be given that any particular projections will be realized to the extent beyond Borrower's control), (ii) all information furnished by Borrower to the Approved Petroleum Engineer for use in the preparation of each Reserve Report was accurate in all material respects at the time furnished or was subsequently corrected, (iii) except as set forth on Schedule 3.18, there has been no decrease in the amount of the estimated Proved Reserves shown in any Reserve Report since the date thereof, except for changes which have occurred as a result of production in the ordinary course of business, and (iv) at the time furnished, no Reserve Report omitted any statement or information necessary to cause the same not to be misleading to Lender in any material respect.

Section 3.19 Sale of Production.

No Oil and Gas Property is subject to any Advance Payment Contract or any contract whereby payments are made to Borrower other than by checks, drafts, wire transfer advice or other similar writings, instruments or communications for the immediate payment of money. To the actual knowledge of the Borrower, except for production sales contracts, processing agreements,

transportation agreements and other agreements relating to the marketing of production that are listed on Schedule 3.19 in connection with the Oil and Gas Properties to which such contract or agreement relates: (i) no Oil and Gas Property is subject to any contractual or other arrangement for the sale, processing or transportation of production (or otherwise related to the marketing of production) which cannot be canceled on one year's (or fewer) notice, other than as consented to by the Lender, and (ii) all contractual or other arrangements for the sale, processing or transportation of production (or otherwise related to the marketing of production) are bona fide arm's length transactions made on the best terms available with third parties not affiliated with Borrower. Borrower is presently receiving a price for all production from (or attributable to) each Oil and Gas Properties covered by a production sales contract or marketing contract listed on Schedule 3.19 that is computed in accordance with the terms of such contract, and Borrower is not having deliveries of production from such Oil and Gas Properties curtailed substantially below such Property's delivery capacity.

Section 3.20 Anti-Corruption Laws.

The Borrower has implemented and maintains in effect policies and procedures designed to promote and achieve compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws, and the Borrower, its Subsidiaries and their respective officers, to the knowledge of the Borrower its directors, employees and agents, insofar as the same are acting on behalf of the Borrower or its Subsidiaries, (i) are in compliance with Anti-Corruption Laws in all material respects and (ii) have not, in the past five years, engaged in any dealings with a sanctioned entity. Neither the Borrower, nor to the knowledge of the Borrower, any director, officer, employee or agent of the Borrower that will act in any capacity in connection with or benefit from the credit facility established hereby, is a sanctioned entity under any Anti-Corruption Laws.

Section 3.21 Solvency.

Before (other than in the case of the Refinanced Loans), and after giving effect to, the making of Loans and the application of the proceeds hereof, the Borrower, taken as a whole, is Solvent.

Article IV

Conditions to Effectiveness and Borrowings

Section 4.01 Conditions to Effectiveness.

The effectiveness of this Agreement shall be subject to the satisfaction (or waiver by the Lender) of the following conditions:

(a) *Loan Documents*. The Lender shall have received executed counterparts of this Agreement and the other Loan Documents (including the DrillCo Agreement), executed by each party hereto and thereto, each of which shall be in form and substance satisfactory to the Lender in its sole discretion.

(b) *Organizational Documents.* The Lender shall have received (i) customary certificates of resolutions or other action, incumbency certificates of Responsible Officers of Borrower evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which Borrower is a party and (ii) certificates (including Organizational Documents and good standing certificates) relating to the organization, existence and good standing of Borrower in its jurisdiction of organization, in each case, as certified by the Secretary or an Assistant Secretary of Borrower.

(c) *Security Interests*. (i) The Security Documents shall have been duly executed by Borrower and shall be in full force and effect on the Effective Date, (ii) the Lender shall have a perfected first priority (subject to Permitted Encumbrances) security interest in the Collateral of the type and priority described in each Security Document, including, all of the Borrower's interest in the Mortgaged Properties, (iii) the Lender shall have received a perfection certificate with respect to the Borrower dated the Effective Date and duly executed by a Responsible Officer of the Borrower, (iv) the Lender shall have received reasonably satisfactory results of customary lien searches and (v) the Lender shall have received title information satisfactory to the Lender as required by the Lender on at least 90% of the PV10 of the Mortgaged Properties.

(d) *Fees and Expenses*. The Lender shall have received all fees and expenses due and payable to the Lender on or prior to the Effective Date, including, to the extent invoiced, reimbursement or payment of all reasonable and documented expenses (including reasonable and documented fees, charges and disbursements of counsel and other advisors) required to be reimbursed or paid by Borrower hereunder or under any other Loan Document.

(e) *Required Documentation*. At least five (5) Business Days prior to the Effective Date, the Lender shall have received all documentation and other information with respect to the Borrower, requested in writing by the Lender and required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act including, for the avoidance of doubt, a certification regarding beneficial ownership as required by 31 C.F.R. § 1010.230.

(f) *Indebtedness*. The Lender shall be satisfied in its sole discretion that, on the Effective Date, immediately after giving effect to the Consummation of the Chapter 11 Plan, the issuance of the Loans to occur on the Effective Date and any other transactions to occur on the Effective Date, the Borrower and its Subsidiaries shall have outstanding no Indebtedness for borrowed money other than Indebtedness outstanding under the Loan Documents, Indebtedness expressly permitted pursuant to the terms of the Chapter 11 Plan and any additional Indebtedness (including capital leases and obligations owed to the Borrower' hedge counterparties) on terms and conditions (including as to structure and amount) satisfactory to the Lender in its sole discretion.

(g) *Insurance*. The Lender shall have received (i) a certificate, dated the Effective Date and signed by a Responsible Officer of the Borrower, confirming that the Borrower has (A) complied with the conditions set forth in paragraphs (k), (l) and (o) of this Section 4.01 and paragraphs (a) and (b) of Section 4.02 and (B) complied with the requirements of Section 5.10

and Section 5.11 and (ii) customary insurance certificates issued by the insurance agent or broker of the Borrower demonstrating compliance with Section 5.05(b), with customary endorsements to follow within 30 days of the Effective Date (or as the Lender may otherwise agree in its reasonable discretion).

(h) *Solvency*. The Lender shall have received a certificate from a Responsible Officer of the Borrower.

(i) *[Reserved]*.

(j) *Financials*. The Lender shall have received all of the financial statements described in Section 3.04(a).

(k) *Approvals*. Borrower shall have obtained all approvals required from any Governmental Authority, in each case that are necessary or, in the discretion of the Lender, advisable in connection with the Transactions and each of the foregoing shall be in full force and effect and in form and substance satisfactory to the Lender.

(l) *Litigation*. There shall not exist any material action, suit, investigation, litigation or proceeding or other legal or regulatory developments, pending or threatened in any court or before any arbitrator or Governmental Authority , except as otherwise disclosed pursuant to the Borrower' public disclosures or to the Lender in writing prior to the Effective Date.

(m) *Reserve Reports*. The Lender shall have received and reviewed to the satisfaction of the Lender the Haas Report, together with certification by the Borrower as to accuracy, title and, except as otherwise disclosed, absence of Gas Imbalances or take-or-pay or other prepayments.

(n) *DIP Credit Agreement*. No default or event of default shall have occurred and be continuing under the DIP Credit Agreement.

(o) *No Material Adverse Effect*. Since February 3, 2022 (excluding the pendency of the Chapter 11 Cases), there shall have been no event, circumstance or change, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(p) *Bankruptcy Related Conditions*.

(i) The Bankruptcy Court shall have entered the Confirmation Order, which shall be in form and substance satisfactory to the Lender. The Confirmation Order must be in full force and effect, and shall not have been vacated, reversed, modified, amended or stayed in any manner without the written consent of the Lender and shall be final and non-appealable;

(ii) The Chapter 11 Plan shall not have been modified, altered, amended or otherwise changed or supplemented in any manner without the written consent of the Lender;

(iii) All conditions precedent to the effectiveness of the Chapter 11 Plan (other than the occurrence of the Effective Date hereunder) shall have been satisfied or waived (with the prior written consent of the Lender); and

(iv) The Consummation of the Chapter 11 Plan shall occur substantially simultaneously with the occurrence of the Effective Date.

The Borrower shall notify the Lender of the Effective Date and such notice shall be conclusive and binding. Without limiting the generality of the provisions of Article IX, for purposes of determining compliance with the conditions specified in this Article IV, Lender shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to the Lender unless the Lender shall have received written notice to the Borrower prior to the proposed Effective Date specifying its objection thereto.

Section 4.02 Conditions to All Loans.

The obligation of the Lender to make any Loans shall be subject to the satisfaction (or waiver by the Lender) of the following conditions:

(a) *Representations and Warranties*. The representations and warranties of Borrower contained in this Agreement and in each other Loan Document shall be true and correct in all material respects (unless otherwise qualified by materiality in which case such representations and warranties shall be true and correct in all respects) on and as of such date of Borrowing, as applicable, as though made on and as of such date, except to the extent that any such representation or warranty expressly relates to an earlier date (in which case such representation or warranty shall be true and correct in all material respects (unless otherwise qualified by materiality in which case such representations and warranties shall be true and correct in all respects) on and as of such earlier date).

(b) *No Default*. At the time of and immediately after giving effect to such Borrowing, no Default or Event of Default shall have occurred and be continuing, including, for the avoidance of doubt an Event of Default .

(c) *Borrowing Request*. The Lender shall have received a Borrowing Request in accordance with Section 2.03.

(d) *Request Period*. Borrower is only authorized to make a Borrowing Request during the period commencing on the Effective Date and expiring on the date that is 24 months after the Effective Date.

Section 4.03 Conditions to Loans on Initial Wells.

The obligation of the Lender to make a Loan for an Initial Well shall be conditioned on Borrower receiving (and providing to Lender) authorizations for expenditures for such Initial Well on or before October 31, 2023 (the "Initial Well AFE Deadline"), provided that Borrower may extend the Initial Well AFE Deadline for an Initial Well by up to 120 days upon notice to Lender

if the Initial Well AFE Deadline has not occurred by such date because of the inability of the applicable operator to obtain rigs, pipe, other equipment or materials or other supply chain issues.

Section 4.04 Conditions to Loans on Subsequent Wells.

The obligation of the Lender to make Loans for the Subsequent Wells shall be conditioned on the following performance parameters being met:

(a) Before the First Production Date has occurred for all three Initial Wells, in the event the aggregate Initial Production from all extant and producing Initial Wells on the date of the proposed Borrowing is not less than 70% of the aggregate forecasted hydrocarbon volumes for such Initial Wells as set forth in the Haas Report for the same available production timeframe for each extant and producing Initial Well, Borrower may make additional draws of New Money Loans to fund its working interest share of the Subsequent Wells.

(b) After the First Production Date has occurred for all three Initial Wells, in the event the aggregate Initial Production from all three Initial Wells is less than 70% of the aggregate forecasted hydrocarbon volumes for such Initial Wells as set forth in the Haas Report for the same available production timeframe, Borrower may not make additional draws of New Money Loans to fund its working interest share of any Subsequent Well without express Lender approval.

Article V

Affirmative Covenants

Until the Discharge of Obligations, the Borrower covenants and agrees with the Lender that:

Section 5.01 Financial Statements; Other Information.

The Borrower will furnish to the Lender:

(a) as soon as available and in any event within 120 days after the end of each fiscal year of the Borrower, copies of the consolidated and consolidating statement of assets and liabilities of the Borrower and its consolidated subsidiaries as of the end of such fiscal year, and copies of the related statements of revenues and expenses, operations, changes in owners' equity and cash flow for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and audited and certified by a firm of independent certified public accountants selected by the Borrower and reasonably acceptable to the Lender to the effect that such report has been prepared in accordance with GAAP and containing no material qualifications or limitations on scope;

(b) within sixty (60) days after the last day of each of the quarters ending March 31, June 30, September 30 and December 31 of each year, Borrower shall transmit to Lender (a) a statement of assets and liabilities of the Borrower for the most recently ended quarter, (b) the related statements of revenues and expenses, operations, changes in owners' equity and cash flows for the quarter just ended and for that portion of the year ending on such last day,

(c) financial projections for the upcoming quarter and (d) a reasonably detailed calculation of the Quarterly Net Cash Balance (as defined in the TCB Credit Agreement) and the Debt to EBITDAX Ratio (as defined in the TCB Credit Agreement) for such quarter. All financial statements required hereunder shall be in reasonable detail and prepared in accordance with GAAP, applied on a consistent basis;

(c) simultaneously with the delivery of each set of financial statements pursuant to the preceding clauses of this Section 5.01, a Compliance Certificate stating that such financial statements fairly and accurately reflect in all material respects the financial condition and results of operation of the Borrower for the periods and as of the dates set forth therein, and that the signer has reviewed the terms of this Agreement and the other Loan Documents, and has made, or caused to be made under his supervision, a review of the transactions and financial condition of the Borrower during the fiscal period covered by such financial statements, and that such review has not disclosed the existence during such period, and that the signer does not have knowledge of the existence as of the date of such certificate, of any condition or event which constitutes a Default, or, if any such condition or event existed or exists, specifying the nature and period of existence thereof and what action the Borrower has taken or is taking or proposes to take with respect thereto;

(d) not later than sixty (60) days after June 30 and December 31 of each year during the term of the Chapter 11 Plan, Borrower shall transmit to Lender (i) a Reserve Report of the Borrower's oil and gas producing properties with an effective date of June 30 or December 31, respectively, and (ii) a certificate from a Responsible Representative, certifying that, to the best of such signatory's knowledge, such production and other reports are true, accurate and complete in all material respects for the periods covered in such reports; *provided that* to the extent such reports include projections of future volumes of production and future costs, it is understood that such estimates are necessarily based upon professional opinions, and the Borrower does not warrant that such opinions will ultimately prove to have been accurate. The Reserve Report issued as of December 31 of each year during the term of the Chapter 11 Plan shall be audited by a third party and a copy provided to Lender. Each such report shall fairly and accurately set forth (a) the proven and producing, shut-in, behind-pipe, and undeveloped oil and gas reserves (separately classified as such) attributable to the Oil and Gas Properties of the Borrower as of the effective date of such report, (b) the aggregate present value of the future net income with respect to such Properties, discounted at a stated per annum discount rate of proven and producing reserves, (c) projections of the annual rate of production, gross income, and net income with respect to such proven and producing reserves, and (d) information with respect to the "take-or-pay," "prepayment," and gas-balancing liabilities of the Borrower and other Persons with respect to such Properties;

(e) not later than 30 days after each December 31, an annual Borrower-prepared operating budget for the fiscal year in which such budget is due, including at a minimum an income statement, balance sheet and cash flow statement of Borrower for such fiscal year;

(f) if and when requested by the Lender, within 10 days following any such request:

(i) complete copies of the federal and state income tax returns filed by the Borrower;

(ii) production reports in form and substance satisfactory to the Lender in its reasonable judgment and as of the date or for the periods specified in such request;

(iii) a report setting forth all accounts receivable and accounts payable of the Borrower as of the date specified in such request, such report to show the age of such accounts and such other information as the Lender shall reasonably request; and

(iv) a current and reasonably detailed listing of all Hedging Agreements to which the Borrower is then a party and all transactions outstanding thereunder, together with copies of any such agreements and related confirmations and documents as the Lender may reasonably request;

(g) within 10 days after the occurrence thereof, notice of any Change of Control Event;

(h) within 10 days after any Responsible Representative becomes aware of the occurrence of any condition or event which constitutes a Default, notice thereof specifying the nature of such condition or event, the period of existence thereof, what action the Borrower has taken or is taking and proposes to take with respect thereto and the date, if any, on which it is estimated the same will be remedied;

(i) within 10 days of the Borrower's learning of any litigation or other event or circumstance which could reasonably be expected to have a Material Adverse Effect on the Borrower, notice thereof;

(j) not less than 10 days prior to the occurrence of any condition or event that may change the proper location for the filing of any financing statement or other public notice or recording for the purpose of perfecting a Lien in any Collateral, including any change in the Borrower's name or the location of its principal place of business or chief executive office, notice thereof (provided that such reporting obligation shall not be construed as limiting any other covenants set forth in this Agreement); and

(k) with reasonable promptness, such other information relating to the financial condition, business, results of operations or Properties of the Borrower as from time to time may reasonably be requested by the Lender.

Section 5.02 Notices of Material Events.

The Borrower will furnish to the Lender prompt written notice of the following:

(a) as soon as possible, but in any event within five (5) days of obtaining knowledge thereof, the occurrence of any Default;

(b) as soon as possible, but in any event within twenty (20) days after obtaining knowledge of the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting Borrower or any Affiliate thereof that, if adversely determined, could reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect;

(c) as soon as possible, but in any event within twenty (20) days after obtaining knowledge of any release by Borrower of any Hazardous Material into the environment, which could reasonably be expected to have a Material Adverse Effect;

(d) as soon as possible, but in any event within twenty (20) days after any notice alleging any violation of any Environmental Law by Borrower or any other Environmental Liability, which could reasonably be expected to have a Material Adverse Effect;

(e) as soon as possible, but in any event within twenty (20) days after the occurrence of any breach or default under, or repudiation or termination of, any material contract, which could reasonably be expected to have a Material Adverse Effect; and

(f) as soon as possible, but in any event within twenty (20) days after becoming aware of any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect;

To the extent applicable, each notice delivered under this Section shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 5.03 Existence; Conduct of Business.

Borrower will, and will cause each Subsidiary to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises material to the conduct of its business; provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under this Agreement or any Disposition permitted under Section 6.05 nor shall Borrower be required to preserve any right or franchise unrelated to the Oil and Gas Properties if Borrower or such Subsidiary determines that the preservation thereof is no longer desirable in the conduct of its business and that the loss thereof is not adverse in any material respect to the Lender.

Section 5.04 Payment of Obligations.

Borrower will, and will cause each Subsidiary to, pay its obligations, including Tax liabilities, before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings and Borrower or such Subsidiary, as applicable, has set aside on its books adequate reserves with respect thereto in accordance with GAAP, (b) the failure to make such payment could not reasonably be expected to result in a Material Adverse Effect, or (c) the Chapter 11 Plan provides for other treatment of such obligations.

Section 5.05 Maintenance of Properties; Insurance.

The Borrower will at all times maintain or cause to be maintained insurance covering such risks as are customarily carried by businesses similarly situated, all such insurance to be in amounts and from insurers reasonably acceptable to the Lender, and, upon any renewal of any such insurance and at other times upon request by the Lender, promptly furnish to the Lender evidence, reasonably satisfactory to the Lender, of the maintenance of such insurance.

Section 5.06 Books and Records; Inspection Rights.

Borrower will, and will cause each Subsidiary to, keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities. Borrower will, and will cause each Subsidiary to, permit any representatives designated by the Lender, upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its senior management, independent accountants and other advisors, all at such reasonable times and as often as reasonably requested.

Section 5.07 Compliance with Laws.

The business and operations of the Borrower have been and are being conducted in accordance with all applicable laws, other than violations which could not (either individually or collectively) reasonably be expected to have a Material Adverse Effect on the Borrower.

Section 5.08 Environmental Matters.

If an Event of Default is continuing or if the Lender at any time has a reasonable basis to believe that there exists a violation of any Environmental Law by Borrower or that there exists any other Environmental Liabilities that would in either case reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect, then the Borrower and each relevant Subsidiary shall, promptly upon the receipt of a request from the Lender, cause the performance of, or allow the Lender (or its designee) access to the real property for the purpose of conducting, an environmental assessment, including subsurface sampling of soil and groundwater, and cause the preparation of a report. Such assessments and reports, to the extent not conducted by the Lender (or its designee), shall be conducted and prepared by a reputable environmental consulting firm acceptable to the Lender and shall be in form and substance acceptable to the Lender. The Borrower shall be responsible for (and reimburse the Lender for) all costs associated with any such assessments and reports.

Section 5.09 Use of Proceeds.

(a) The proceeds of the New Money Loans shall be used only for land or lease acquisition, drilling, completing, and equipping (including production facilities, pipelines, saltwater disposal wells, and initial artificial lift installation) costs for the Initial Wells and Subsequent Wells. No more than 2 OSR Halliday Unit wells may be funded using the proceeds of the New Money Loans. The minimum borrowing of the New Money Loans will be provided for the Initial Wells, which funding shall cover 100% of Borrower's working interest share of the cost and expense to drill, complete and equip for production the Initial Wells. To the extent Subsequent

Wells in addition to the Initial Wells, are funded utilizing the proceeds of New Money Loans, such funding shall also cover 100% of Borrower's working interest share of the cost and expense to drill, complete and equip for production the Subsequent Wells.

(b) No part of the proceeds of the New Money Loans will be used, whether directly or indirectly, to purchase or carry any margin stock (as defined in Regulation U issued by the Board). The Borrower shall not use, and shall ensure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of the New Money Loans (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Debtor in violation of any Anti-Corruption Laws, (B) for the purpose of funding, financing or facilitating any activities, business or transaction in violation of Anti-Terrorism Laws or (C) in any manner that would result in the violation of any sanctions by any party hereto. The Borrower will not fund all or part of any repayment of the Obligations out of proceeds derived from transactions which would be prohibited by Anti-Corruption Law or Anti-Terrorism Laws.

Section 5.10 Collateral.

(a) The Borrower will provide an Acceptable Security Interest in the Mortgaged Properties and evaluated in the most recent Reserve Report provided to the Lender pursuant to Section 5.01(d); provided, however, the Borrower will be deemed to be in compliance with this clause (a) if, within 30 days (or such later date as the Lender may agree) of delivery of the Reserve Report to the Lender pursuant to Section 5.01(d), the Borrower has (1) executed and delivered to the Lender such Mortgages as the Lender deem reasonably necessary or advisable to grant to the Lender an Acceptable Security Interest attributable to the Oil and Gas Properties included within the Pruitt Prospect or the OSR Halliday Unit (other than Excluded Halliday Wells) and evaluated in the most recent Reserve Report provided to the Lender pursuant to Section 5.01(d), and (2) delivered to the Lender such legal opinions relating to the matters described in clause (1) immediately preceding as the Lender or the Lender may reasonably request, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Lender.

(b) With respect to any Oil and Gas Properties acquired (including any interest of a Borrower in Oil and Gas Properties acquired as the result of the formation of any pool or unit or acquired with the proceeds of any Disposition) after the Effective Date by Borrower within the Pruitt Prospect or the OSR Halliday Unit as to which the Lender does not have an Acceptable Security Interest (other than any real property not constituting an Oil and Gas Properties), Borrower shall within 30 days (or such later date as the Lender may agree) following the date such Oil and Gas Properties are acquired, (1) execute and deliver to the Lender such Security Documents or amendments to Security Documents and take all actions, including the filing of any financing statements or Mortgages, as the Lender deems reasonably necessary or advisable to grant to the Lender an Acceptable Security Interest in such Property, and (2) deliver to the Lender such legal opinions relating to the matters described in clause (1) immediately preceding as the Lender or the Lender may reasonably request, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Lender; provided, that, the Borrower will not be required to take the actions specified in this Section 5.10(b) if, as of such time, the Borrower maintains an

Acceptable Security Interest in Mortgaged Properties evaluated in the most recent Reserve Report provided to the Lender pursuant to Section 5.01(d).

(c) So long as no Event of Default has occurred, the Borrower may continue to receive from the purchasers of production all proceeds of the sale of production, subject, however, to the Liens created under the Security Documents, which Liens are hereby affirmed and ratified. Upon the occurrence and during the continuation of an Event of Default, the Lender may exercise all rights and remedies granted under the Loan Documents subject to the terms thereof, including the right to obtain possession of all proceeds of production from such Mortgaged Properties then held by such Borrower or to receive directly from the purchasers of production all other proceeds of production. In no case shall any failure, whether intentioned or inadvertent, by the Lender to collect directly any such proceeds of production from the Mortgaged Properties constitute in any way a waiver, remission or release of any of its rights under the Security Documents, nor shall any release of any proceeds of production from any Oil and Gas Properties by the Lender to Borrower constitute a waiver, remission, or release of any other proceeds of production from any Oil and Gas Properties or of any rights of the Lender to collect other proceeds of production from the Oil and Gas Properties thereafter.

Section 5.11 Title Data.

Borrower will, and will cause each Subsidiary to, by the Effective Date (or a later date acceptable to the Lender in their sole discretion) and from time to time thereafter at the request of the Lender, deliver to the Lender title information in form and substance reasonably acceptable to the Lender with respect to that portion of the Oil and Gas Properties set forth in the most recent Reserve Report provided to the Lender as the Lender shall deem reasonably necessary or appropriate to verify the title of the Borrower to not less than 90% of the PV10 of the Oil and Gas Properties set forth in such Reserve Report that are required to be subject to a Mortgage pursuant to Section 5.10.

Section 5.12 Hedging Agreements.

Upon the request of the Lender, the Borrower shall, within 30 days of such request, provide to the Lender copies of all agreements, documents and instruments evidencing the Hedging Agreements not previously delivered to the Lender, certified as true and correct by a Responsible Officer of the Borrower, and such other information regarding such Hedging Agreements as the Lender may reasonably request, but in each case redacting any pricing information. Any Hedging Agreements with respect to Program Wells require express approval of the Lender.

Section 5.13 Operation of Oil and Gas Properties.

(a) Borrower will, and will cause each Subsidiary to, maintain, develop and operate its Oil and Gas Properties in a good and workmanlike manner, and observe and comply with all of the terms and provisions, express or implied, of all oil and gas leases relating to such Oil and Gas Properties so long as such Oil and Gas Properties are capable of producing Hydrocarbons and accompanying elements in paying quantities, except where such failure to comply could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Borrower will, and will cause each Subsidiary to, comply in all respects with all contracts and agreements applicable to or relating to its Oil and Gas Properties or the production and sale of Hydrocarbons and accompanying elements therefrom, except to the extent a failure to so comply could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.14 Reserved.

Section 5.15 Further Assurances.

(a) From time to time execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take all such actions, as Lender or the Lender may reasonably request for the purposes of implementing or effectuating the provisions of this Agreement and the other Loan Documents, or of more fully perfecting or renewing the rights of Lender with respect to the Collateral (or with respect to any additions thereto or replacements or proceeds or products thereof or with respect to any other Property hereafter acquired by Borrower, which may be deemed to be part of the Collateral) pursuant hereto or thereto.

(b) Upon the exercise by the Lender of any power, right, privilege or remedy pursuant to this Agreement or the other Loan Documents which requires any consent, approval, recording, qualification or authorization of any Governmental Authority, execute and deliver, or cause the execution and delivery of, all applications, certifications, instruments and other documents and papers that the Lender may be required to obtain from Borrower or any of their respective Subsidiaries for such governmental consent, approval, recording, qualification or authorization.

Section 5.16 Post-Closing Matters.

Prior to the date 30 days after the Effective Date (or such later date as the Lender may otherwise agree in its reasonable discretion), the Lender shall have received customary insurance endorsements.

Article VI

Negative Covenants

Until the Discharge of Obligations, the Borrower covenants and agrees with the Lender that:

Section 6.01 [Reserved]

Section 6.02 Indebtedness

Borrower will not create, incur, assume or permit to exist any Indebtedness, except:

(a) Indebtedness of Borrower under the Loan Documents;

(b) Indebtedness permitted under the Confirmation Order including, without limitation, debt in favor of Texas Capital Bank or Cargill, Inc., and extensions, renewals and replacements of any such Indebtedness that do not increase the outstanding principal amount thereof (except by an amount equal to the reasonable premium paid and fees and expenses reasonably incurred therewith);

(c) Unsecured intercompany Indebtedness between the Borrower and Tiva;

(d) Indebtedness of the Borrower incurred to finance the acquisition, construction or improvement of any fixed or capital assets (including office equipment, data processing equipment and motor vehicles), including Capital Lease Obligations and any Indebtedness assumed in connection with the acquisition of any assets or secured by a Lien on any assets prior to the acquisition thereof or (ii) any Indebtedness of any Subsidiary issued and outstanding on or prior to the date on which such Subsidiary was acquired by the Borrower , and not incurred in contemplation thereof, in a transaction permitted hereunder, and extensions, renewals and replacements of any such Indebtedness that do not increase the outstanding principal amount thereof; provided that (A) with respect to the Indebtedness incurred pursuant to clause (i) of this Section 6.02(g), such Indebtedness is incurred prior to or within 180 days after such acquisition or the completion of such construction or improvement and (B) the aggregate principal amount of Indebtedness permitted by this Section 6.02(g) at any time outstanding shall not exceed $500,000;

(e) Indebtedness (other than Indebtedness for borrowed money) incurred or deposits made by the Borrower (i) under worker's compensation laws, unemployment insurance laws or similar legislation, (ii) in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which the Borrower is a party, (iii) to secure public or statutory obligations of the Borrower , and (iv) of cash or U.S. Government Securities made to secure the performance of statutory obligations, surety, stay, customs and appeal bonds to which the Borrower is party in connection with the operation of the Oil and Gas Properties, in each case in the ordinary course of business and consistent with past practice;

(f) Guarantees in respect of Indebtedness otherwise permitted pursuant to this Section 6.02;

(g) Indebtedness in connection with the endorsement of negotiable instruments and other obligations in respect of cash management services, netting services, overdraft protection and similar arrangements, in each case in the ordinary course of business and consistent with past practice;

(h) Indebtedness in respect of insurance premium financing for insurance being acquired or maintained by the Borrower under customary terms and conditions;

(i) Indebtedness consisting of sureties or bonds provided to any Governmental Authority or other Debtor and assuring payment of contingent liabilities of the Borrower in connection with the operation of the Oil and Gas Properties, including with respect to plugging, facility removal and abandonment of its Oil and Gas Properties;

(j) other unsecured Indebtedness not in respect of borrowed money in an aggregate amount outstanding at any time not to exceed $100,000; and

(k) Indebtedness in connection with the Chapter 11 Plan.

Section 6.03 Liens.

The Borrower will not create, incur, assume or permit to exist any Lien on any Property now owned or hereafter acquired by it, except:

(a) Liens created pursuant to any Loan Document;

(b) Permitted Encumbrances;

(c) any Lien on any Property of the Borrower existing on the Effective Date and set forth in Schedule 6.03; provided that (i) such Lien shall not apply to any other Property of the Borrower or any other Subsidiary (other than proceeds and accessions and additions to such Property) and (ii) such Lien shall secure only those obligations which it secures on the Effective Date and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof

(d) any Lien securing obligations under Hedging Agreements permitted pursuant to Section 6.07;

(e) any Lien existing on any Property prior to the acquisition thereof by the Borrower or existing on any Property of any Debtor that becomes a Subsidiary after the Effective Date prior to the time such Debtor becomes a Subsidiary; provided that (i) such Lien secures Indebtedness permitted by Section 6.02(g), (ii) such Lien is not created in contemplation of or in connection with such acquisition or such Debtor becoming a Subsidiary, as the case may be, (iii) such Lien shall not apply to any other Property of the Borrower or any other Subsidiary and (iv) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Debtor becomes a Subsidiary, as the case may be and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof;

(f) Liens on fixed or capital assets (including office equipment, data processing equipment and motor vehicles) acquired, constructed or improved by the Borrower ; provided that (i) such Liens secure Indebtedness permitted by clause (g) of Section 6.02, (ii) such Liens and the Indebtedness secured thereby are incurred prior to or within 180 days after such acquisition or the completion of such construction or improvement, (iii) the Indebtedness secured thereby does not exceed the cost of acquiring, constructing or improving such fixed or capital assets and (iv) such Liens shall not apply to any other property or assets of the Borrower or any other Subsidiaries (other than proceeds and accessions and additions to such property);

(g) Liens securing insurance premium financing under customary terms and conditions, provided that no such Lien may extend to or cover any Property other than the insurance being acquired with such financing, the proceeds thereof and any unearned or refunded insurance premiums related thereto; and

(h) Liens arising under the DrillCo Operating Agreements provided (1) such DrillCo Operating Agreements do not cover Property located outside of the DrillCo Contract Area, and (2) such DrillCo Operating Agreements are entered into pursuant to the DrillCo Agreement.

Section 6.04 Reserved.

Section 6.05 Disposition of Assets.

The Borrower will not Dispose of any Mortgaged Property except:

(a) the sale of Hydrocarbons in the ordinary course of business;

(b) the Disposition of equipment and other Property in the ordinary course of business, that is obsolete or no longer necessary in the business of the Borrower or any of its Subsidiaries or that is being replaced by equipment of comparable value and utility;

(c) Liens permitted by Section 6.03, and Investments permitted by Section 6.06;

(d) Dispositions of cash and Cash Equivalents in the ordinary course of business;

(e) sales or discounts of overdue accounts receivable in the ordinary course of business, in connection with the compromise or collection thereof, and not in connection with any financing transaction;

(f) Dispositions of seismic, geologic or other data and license rights in the ordinary course of business;

(g) Hedge Modifications; provided that the consideration received for such Hedge Modification is at least equal to Fair Market Value; and

(h) Dispositions of interests in any Subject Lease pursuant to the exercise by a third party of its rights to acquire an interest therein, to the extent and pursuant to the terms of such right to acquire an interest therein, to the extent and pursuant to the terms of such right as in effect on the date hereof, which disposition is effected on or before the 90th day after such Subject Lease is acquired by a Borrower (or, in the case of Subject Leases held on the Effective Date, the 90th day after the Effective Date).

Section 6.06 Investments.

(a) The Borrower will not make or suffer to exist any loan, advance or extension of credit to any Person except (a) trade and customer accounts receivable which are for goods furnished or services rendered in the ordinary course of business and which are payable in accordance with customary trade terms, (b) Permitted Investments, and (c) advances to employees of the Borrower for payment of expenses in the ordinary course of business.

(b) Without the prior written consent of the Lender, the Borrower will not make any capital contribution to or make any Investment in, or to purchase or make a commitment to purchase any interest in, any Person.

(c) The Borrower will not, directly or indirectly, make any Restricted Payment.

Section 6.07 Hedging Agreements.

(a) Borrower will not enter into any Hedging Agreement, except Hedging Agreements as may be required pursuant to section 7.17 of the TCB Credit Agreement.

(b) Borrower will not enter into any Hedging Agreement for production attributable to Program Wells without express written permission of the Lender.

Section 6.08 Certain Amendments to Organizational Documents

The Borrower will not enter into or permit any modification or amendment of, or waive any material right or obligation of any Debtor under its Organizational Documents if the effect thereof would be materially adverse to the Lender.

Article VII

Events of Default

(a) *Net Cash Flow*. In the event there are three consecutive calendar months that are Underpaid Months for which Lender does not receive Net Cash Flow from the Program Wells in respect of each such calendar month equal to 1.39% of the Indebtedness (other than any such amounts drawn for Program Wells that have not been drilled, completed and equipped for production as of such time) as of the beginning of such calendar month, Lender may provide Borrower a notice of Default. Within 60 days after receipt of any such notice of Default, Borrower must either, at its sole discretion elect to (i) pay the then-current Obligations (other than any such amounts drawn for Program Wells that have not been drilled, completed and equipped for production as of such time) or (ii) assign, by way of an assignment and bill of sale with a special warranty of title, all of its right, title and interest in and to the then-current Program Wells, which such assignment shall constitute full satisfaction and payment of the Obligations.

(b) If any of the following events ("Events of Default") shall occur:

(i) *Non-Payment*. (i) Borrower shall fail to pay any principal of, or premium on, any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise or (ii) Borrower shall fail to pay any interest on any Loan, any fee or any other amount, other than an amount referred to in clause (i), payable under this Agreement, when and as the same shall become due and payable, and such failure under this clause (ii) shall continue unremedied for a period of five (5) Business Days;

(ii) *Representations and Warranties*. Any representation or warranty made or deemed made by or on behalf of Borrower in or in connection with this Agreement

or any amendment or modification hereof or waiver hereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Agreement or any amendment or modification hereof or waiver hereunder or in any Loan Document furnished pursuant to or in connection with this Agreement or any amendment or modification thereof or waiver hereunder, shall prove to have been incorrect in any material respect when made or deemed made and such materiality is continuing;

(iii) *Covenants*. Borrower shall fail to observe or perform (i) any term, covenant, condition or agreement contained in Article V or in Article VI or (ii) any other term, covenant, condition or agreement contained in this Agreement (other than those specified in the foregoing clause (i) of this section or clause (a) or (b) of this Article) or any Loan Document, and such failure shall continue unremedied for a period of 30 days after the earlier of (x) knowledge thereof by the Borrower or any other applicable Borrower or (y) receipt of written notice thereof from the Lender to the Borrower or any other Borrower (which notice will be given at the request of Lender);

(iv) *Cross-Default*. Borrower shall fail to make any payment (whether of principal or interest and regardless of amount) due and owing to Texas Capital Bank or Cargill, Inc. when and as the same shall become due and payable or shall default under the any term of the Texas Capital Bank's or Cargill, Inc.'s loan documents or the Chapter 11 Plan, and such failure shall continue beyond the applicable grace period, if any, or any event or condition occurs that results in any indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any indebtedness or any trustee or agent on its or their behalf to cause any indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (iv) shall not apply to (a) secured indebtedness that becomes due as a result of the voluntary sale or transfer of the Property securing such indebtedness and (b) Indebtedness that becomes due as a result of a Change in Law, tax regulation or accounting treatment so long as such Indebtedness is paid when due;

(v) *Involuntary Proceedings*. Excluding for the avoidance of doubt the Chapter 11 Case, an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief from or of Borrower or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for Borrower or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(vi) *Voluntary Proceedings*. Excluding for the avoidance of doubt the Chapter 11 Case, Borrower shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (f) of this Article, (iii) apply for or consent to

the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for Borrower or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) take any action for the purpose of effecting any of the foregoing or (vii) become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(vii) *Judgments*. One or more judgments for the payment of money in an aggregate amount in excess of $25,000 shall be rendered against Borrower and either the same shall remain undischarged or unsatisfied for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of Borrower enforce any such judgment;

(viii) *Invalidity of Loan Documents*. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be valid and enforceable as against Borrower; or Borrower or any other Debtor contests in any manner the validity or enforceability of any provision of any Loan Document; or Borrower denies that it has any or further liability or obligation under any provision of any Loan Document, or purports to revoke, terminate or rescind any provision of any Loan Document;

(ix) *Collateral*. Any Security Document after delivery thereof shall for any reason (other than pursuant to the terms thereof) cease to create a valid and perfected first priority Lien (subject in priority only to Permitted Encumbrances) on the Collateral; and

(x) *Change of Control*. There occurs any Change of Control.

Then, and in every such event, and at any time thereafter during the continuance of such event, the Lender may, and at the written request of the Lender shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Aggregate Commitment, and thereupon the Aggregate Commitment shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees, premiums and other obligations of the Borrower accrued or payable hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; and in case of any event with respect to the Borrower described in clause (viii) or (ix) of this Article, the Aggregate Commitment shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees, premiums and other obligations of the Borrower accrued or payable hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

(c) Notwithstanding anything to the contrary contained in this Agreement, upon the occurrence and during the continuance of an Event of Default, the Borrower irrevocably waives the right to direct the application of any and all payments at any time or times thereafter received by Lender from or on behalf of Borrower of all or any part of the Obligations, and, as between Borrower on the one hand and Lender and Lender on the other, Lender shall have the continuing and exclusive right to apply and to reapply any and all payments received against the Obligations in such manner as Lender may deem advisable notwithstanding any previous application by Lender.

(d) Following the occurrence and during the continuance of an Event of Default, Lender shall apply any and all payments received by Lender in respect of the Obligations, and any and all proceeds of Collateral received by Lender, in the following order: first, to all fees, costs, indemnities, liabilities, obligations and expenses incurred by or owing to Lender with respect to this Agreement, the other Loan Documents or the Collateral, second, to all fees, costs, indemnities and expenses incurred by or owing to Lender with respect to this Agreement, the other Loan Documents or the Collateral, third, to accrued and unpaid interest on the Obligations, fourth, to the principal amount of the Obligations outstanding, and fifth, to any other indebtedness or obligations of Borrower owing to Lender under the Loan Documents. Any balance remaining after giving effect to the applications set forth above shall be delivered to the Borrower or to whoever may be lawfully entitled to receive such balance or as a court of competent jurisdiction may direct. In carrying out any of the applications set forth herein, amounts received shall be applied in the numerical order provided until exhausted prior to the application to the next succeeding category.

Article VIII

Miscellaneous

Section 8.01 Notices.

(a) Subject to paragraph (b) below, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent email, as follows:

If to Borrower:
Activa Resources, LLC
403 E Commerce St., Suite 220
San Antonio, TX 78205
Attn: John Hayes
Email: john@activaltd.com

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

Bernard R. Given II
Loeb & Loeb LLP
10100 Santa Monica Blvd., Suite 2200
Los Angeles, CA 90067
Email: bgiven@loeb.com

If to Lender: Citrus Holdings, LLC
4900 S. Birch Street
Cherry Hills Village, CO 80121
Attn: Chade Nelson
Email: cnelson@orangeboxinv.com

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

Bill Kingman
Law Offices of William B. Kingman, PC
3511 Broadway
San Antonio, TX 78209
Email: bkingman@kingmanlaw.com

(b) Notices and other communications to the Lender hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Lender.

(c) Any party hereto may change its address or email address for notices and other communications hereunder by written notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt if received during the recipient's normal business hours.

Section 8.02 Waivers; Amendments.

(a) No failure or delay by the Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Lender hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of the Loans shall not be construed as a waiver of any Default, regardless of whether the Lender may have had notice or knowledge of such Default at the time.

(b) Notwithstanding anything to the contrary contained in this Section 8.02, the Lender may, with the consent of the Borrower only, amend, modify or supplement this Agreement or any of the other Loan Documents to correct any clerical errors or cure any ambiguity, omission, mistake, defect or inconsistency.

Section 8.03 Expenses; Indemnity; Damage Waiver.

(a) The Borrower shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Lender, the Lender and each of their respective Affiliates, including the

reasonable fees, charges and disbursements of counsel for the Lender, in connection with the preparation and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof (whether or not the transactions contemplated hereby or thereby shall be consummated) and (ii) all reasonable and documented out-of-pocket expenses incurred by the Lender, the Lender, including the reasonable fees, charges and disbursements of any counsel for the Lender, the Lender or any other Lender, in connection with the enforcement or protection of its rights in connection with this Agreement, including its rights under this Section, or in connection with the Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(b) THE BORROWER SHALL INDEMNIFY THE LENDER, AND EACH RELATED PARTY OF ANY OF THE FOREGOING DEBTORS (EACH SUCH DEBTOR BEING CALLED AN "INDEMNITEE") AGAINST, AND HOLD EACH INDEMNITEE HARMLESS FROM, ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES AND RELATED EXPENSES, INCLUDING THE FEES, CHARGES AND DISBURSEMENTS OF ONE COUNSEL FOR ANY INDEMNITEE, INCURRED BY OR ASSERTED AGAINST ANY INDEMNITEE ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF (I) THE EXECUTION OR DELIVERY OF THIS AGREEMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY, THE PERFORMANCE BY THE PARTIES HERETO OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THE CONSUMMATION OF THE TRANSACTIONS OR ANY OTHER TRANSACTIONS CONTEMPLATED HEREBY, (II) ANY LOAN OR THE USE OF THE PROCEEDS THEREFROM, (III) ANY ACTUAL OR ALLEGED PRESENCE OR RELEASE OF HAZARDOUS MATERIALS ON OR FROM ANY PROPERTY OWNED OR OPERATED BY THE BORROWER , OR ANY OTHER ENVIRONMENTAL LIABILITY RELATED IN ANY WAY TO THE BORROWER , OR (IV) ANY ACTUAL OR PROSPECTIVE CLAIM, LITIGATION, INVESTIGATION OR PROCEEDING RELATING TO ANY OF THE FOREGOING, WHETHER OR NOT SUCH CLAIM, LITIGATION, INVESTIGATION OR PROCEEDING IS BROUGHT BY A BORROWER, ANY EQUITY HOLDERS OF A BORROWER, ANY AFFILIATES OF A BORROWER, ANY CREDITORS OF A BORROWER OR ANY OTHER THIRD DEBTOR AND WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO; PROVIDED THAT SUCH INDEMNITY SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED EXPENSES ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE OR, SOLELY IN THE CASE OF LENDER, FROM A CLAIM BROUGHT BY BORROWER AGAINST LENDER FOR MATERIAL BREACH IN BAD FAITH OF LENDER'S OBLIGATIONS UNDER THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS. FOR THE AVOIDANCE OF DOUBT, WITH RESPECT TO THE FOREGOING PROVISO "ANY INDEMNITEE" MEANS ONLY THE INDEMNITEE OR INDEMNITEES, AS THE CASE MAY BE, THAT ARE DETERMINED BY SUCH COURT IN SUCH JUDGMENT TO HAVE BEEN GROSSLY NEGLIGENT OR TO HAVE ENGAGED IN WILLFUL MISCONDUCT OR, SOLELY IN THE CASE OF LENDER, MATERIALLY BREACHED THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN BAD FAITH

AND NOT ANY OTHER INDEMNITEE. THIS SECTION 8.03(b) SHALL NOT APPLY WITH RESPECT TO TAXES OTHER THAN ANY TAXES THAT REPRESENT LOSSES, CLAIMS OR DAMAGES ARISING FROM ANY NON-TAX CLAIM.

(c) Reserved.

(d) To the extent permitted by applicable law, no party hereto shall assert, and each such party hereby waives, any claim against any other party hereto on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, the Loans or the use of the proceeds thereof; provided that, nothing in this clause (d) shall relieve Borrower of any obligation it may have to indemnify an Indemnitee against special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.

(e) All amounts due under this Section shall be payable not later than 10 days after written demand therefor.

(f) The agreements in this Section 8.03 shall survive the termination of this Agreement and the repayment, satisfaction or discharge of the Secured Obligations.

Section 8.04 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender (and any attempted assignment or transfer by Borrower without such consent shall be null and void) and (ii) Lender may not assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Except as set forth in this Agreement, nothing in this Agreement, expressed or implied, shall be construed to confer upon any Debtor (other than the parties hereto, their respective successors and assigns permitted hereby, and, to the extent expressly contemplated hereby, the Related Parties of the Lender) any legal or equitable right, remedy or claim under or by reason of this Agreement.

Section 8.05 Survival.

All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee, premium or any other amount payable under this Agreement is outstanding and so long as the Aggregate Commitment has not expired or terminated. The provisions of Section 2.14, Section 2.15, Section 2.16, Section 2.17, Section 8.03, Article V and Article VI shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration

or termination of the Aggregate Commitment or the termination of this Agreement or any provision hereof.

Section 8.06 Counterparts; Integration; Effectiveness; Electronic Execution.

(a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and any separate letter agreements with respect to fees payable to the Lender constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG 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**. This Agreement shall become effective when it shall have been executed by the Lender and when the Lender shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) Delivery of an executed counterpart of a signature page of this Agreement by telecopy, emailed pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 8.07 Severability.

Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 8.08 Right of Setoff.

If an Event of Default shall have occurred and be continuing, Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by

law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of the Borrower against any of and all the obligations of Borrower now or hereafter existing under this Agreement held by Lender, irrespective of whether or not Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of Lender under this Section and elsewhere in this Agreement are in addition to other rights and remedies (including other rights of setoff) which Lender may have.

Section 8.09 GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS.

(a) THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF TEXAS.

(b) BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL DISTRICT COURTS IN TEXAS, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST BORROWER OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

Section 8.10 WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED

HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 8.11 Headings.

Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 8.12 Confidentiality.

Lender agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the parties to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable Law or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, (g) with the consent of the Borrower, or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Lender on a nonconfidential basis from a source other than a Borrower. For the purposes of this Section, "Information" means all information received from Borrower relating to Borrower or its business, other than any such information that is available to the Lender on a nonconfidential basis prior to disclosure by Borrower; provided that, in the case of information received from Borrower after the date hereof, such information is clearly identified at the time of delivery as confidential. Any party required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such party has exercised the same degree of care to maintain the confidentiality of such Information as such party would accord to its own confidential information.

Section 8.13 Reserved.

Section 8.14 Reserved.

Section 8.15 Interest Rate Limitation.

Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender. In the event that, notwithstanding Section 8.09, applicable law is the law of the State of Texas and such applicable law provides for an interest ceiling under Chapter 303 of the Texas Finance Code (the "Texas Finance Code") as amended, for each day, the ceiling shall be the "weekly ceiling" as defined in the Texas Finance Code and shall be used in this Note and the other Loan Documents for calculating the Maximum Rate and for all other purposes. Chapter 346 of the Texas Finance Code (which regulates certain revolving credit accounts (formerly Tex. Rev. Civ. Stat. Ann. Art. 5069, Ch. 15)) shall not apply to this Agreement or to any Loan, nor shall this Agreement or any Loan be governed by or be subject to the provisions of such Chapter 346 in any manner whatsoever.

Section 8.16 USA PATRIOT Act.

Lender is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act") and Lender hereby notifies Borrower that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Lender to identify Borrower in accordance with the Act.

Section 8.17 Release of Guarantees and Liens.

Upon Discharge of Obligations, the Collateral shall be released from the Liens created by the Security Documents, and the Security Documents and all obligations (other than those expressly stated to survive such termination) of Borrower under the Security Documents shall terminate, all without delivery of any instrument or performance of any act by any party.

Section 8.18 Amendment and Restatement.

On the Effective Date, the DIP Credit Agreement shall be amended, restated and superseded in its entirety. The parties hereto acknowledge and agree that (i) this Agreement and other Loan Documents, whether executed and delivered in connection herewith or otherwise, do not constitute a novation, payment or reborrowing, or termination of the "Obligations" (as defined in the DIP Credit Agreement) relating to the New Money DIP Loans as in effect prior to the Effective Date and (ii) such "Obligations" (as defined in the DIP Credit Agreement) are in all respects continuing (as amended and restated hereby) with only the terms thereof being modified as provided in this Agreement. Borrower hereby reaffirms its duties and obligations under each Loan Document to which it is a party (such reaffirmation is solely for the convenience of the

parties hereto and is not required by the terms of the DIP Credit Agreement). Each reference to this Agreement in any Loan Document shall be deemed to be a reference to this Agreement as amended and restated hereby.

Section 8.19 No Third Party Beneficiaries.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

BORROWER:

ACTIVA RESOURCES, LLC

By:_____
John Hayes, President

LENDER:

CITRUS HOLDINGS, LLC

By:_____
Chade Nelson, Manager

Exhibit C

FIRST AMENDMENT TO THE AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF ACTIVA RESOURCES, LLC

This First Amendment to the Amended and Restated Limited Liability Company Agreement (this "Amendment") of Active Resources, LLC, a Texas limited liability company (the "Company"), is made and entered into as of the [__] day of December, 2022 (the "Effective Date"), by CIC Activa LP, a Delaware limited partnership ("CIC" or "Member"), with reference to the following facts:

A. All capitalized terms used herein but not otherwise defined shall have the same meaning as set forth in that certain Amended and Restated Limited Liability Company Agreement dated September 28, 2016 (as amendment from time to time, the "LLC Agreement").

B. On February 3, 2022, the Company and Tiva Resources, LLC (collectively, the "Debtors") filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Western District of Texas (the "Bankruptcy Court") in accordance with the bankruptcy case styled *In re Activa Resources, LLC and Tiva Resources, LLC*, Case No. 22-50117.

C. On December [__], 2022, the Bankruptcy Court entered its *Findings of Facts, Conclusions of Law and Order Confirming Debtors' Third Amended Joint Plan of Reorganization* (the "Confirmation Order"), confirming the Debtors' Third Amended Joint Plan of Reorganization (the "Chapter 11 Plan"). This Amendment seeks to put into effect and carry out the restructuring of the Company contemplated by the Plan.

C. In accordance with the above and the cancellation of the Class B Units required by the Plan and Confirmation Order, the Member hereby updates the LLC Agreement to eliminate the Class B Units and Class B Member, to add a provision prohibiting the issuance of further non-voting membership interests, and other items as further set forth in this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing premises, and the mutual undertakings set forth below, the parties hereby agree as follows:

1. Class B Units and Class B Member. Effective on the Effective Date, (a) all Class B Units, including without limitation, any Class B Units of Activa Holdings Corporation, a Delaware corporation ("Activa Holdings"), together with any warrants, conversion rights, rights of first refusal, subscriptions, commitments, agreements, or other rights to acquire or receive any equity ownership interests in Activa Holdings as a result of ownership of any Class B Units prior to the Effective Date are hereby eliminated in their entirety, and (b) Activa Holdings, as the holder of the Class B Units, is hereby removed as a member of the Company. **Pursuant to the Plan and Confirmation Order, Activa Holdings is hereby deemed to expressly have waived any and all other conditions provided to it under the LLC Agreement.**

2. Amendments: The LLC Agreement is amended as follows effective as of the Effective Date:

(a) The Preamble is hereby amended and restated in its entirety to read as follows:

"This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF ACTIVA RESOURCES, LLC, dated as of September 28, 2016 (the "**Agreement**"), is entered into by CIC Activa LP, a Delaware limited partnership ("**CIC**"), as a Member (as defined herein) of Activa Resources, LLC (the "**Company**") (formerly known as New Tuleta Energy Partners, LLC), and any members of the Company admitted from time to time in accordance with this Agreement."

(b) Section 2.1(c)(i)(A) is hereby amended and restated in its entirety to read as follows:

"(A) The Class A Members shall be entitled to designate three members of the Board (the "**Class A Designees**"), two of whom shall initially be Christopher D. Cowan and Bayard H. Friedman."

(c) Section 2.1(c)(i)(B) is hereby amended and restated in its entirety to read as follows:

"Intentionally left blank."

(d) All references to the "Class B Designee" in the LLC Agreement are hereby deleted.

(e) Section 2.2(a) is hereby amended and restated in its entirety to read as follows:

"(a) *Approval of Members*. Any action or transaction that requires a vote or approval on the part of the Members under the applicable provisions of the TBOC (to the extent not modified by, or otherwise provided in, this Agreement) shall require the approval of the Class A Members by a majority vote."

(f) Section 3.1(a) is hereby amended and restated in its entirety to read as follows:

"(a)

(i) All Interests shall be represented by units ("**Units**"). The Units shall be uncertificated and may be issued in whole Units or any fraction of a Unit, rounded to the fourth decimal place. As of the date hereof, there shall be two classes of Interests: (i) a class of capital Interests known as the "**Class A Units**" or the **Capital Units**") and (ii) a class of profits interests known as "**Incentive Units**". Set forth on Exhibit A is a list of the Capital Members and their respective holdings of Capital Units. Set forth on Exhibit B is a list of the Incentive Members and their respective holdings of Incentive Units. Any decision or

determination to be made, or action to be taken, by Members holding a certain class of Units hereunder shall be made by the Member or Members holding a majority of such Units.

(ii) The Company shall not be authorized to issue non-voting equity securities of any class, series or other designation.

(g) Section 4.2(a) is hereby amended and restated in its entirety to read as follows:

"Intentionally left blank."

(h) The last sentence of Section 5.3(b) is hereby amended and restated to read as follows:

"Such allocations will be made among the Members in the manner provided in Section 703(c) of the Code, pursuant to the remedial method described in Treasury Regulation § 1.704-3(d) unless the Members agree to use a different method."

(i) Section 5.4(a)(ii) is hereby amended and restated in its entirety to read as follows:

"(ii) Second, to each Class A Member pro rata in proportion to, and until each Class A Member has received distributions pursuant to this Section 5.4(a)(ii) in a cumulative amount equal to, each such Class A Member's aggregate Capital Contributions ("**Payout 1**");"

(j) Sections 5.4(a)(iii) and (iv) are hereby amended and restated in their entirety to read as follows:

"Intentionally left blank."

(k) Section 7.1(a)(ii) is hereby amended and restated in its entirety to read as follows:

"(ii) the written agreement of the Members that the business of the Company shall be discontinued at any time; and"

(l) The definition of "**Class B Member**" in Section 11.1 is hereby deleted.

(m) The definition of "**Class B Return**" in Section 11.1 is hereby deleted.

(n) The definition of "**Unreimbursed Capital Contribution**" is hereby amended and restated in its entirety to read as follows:

"**Unreimbursed Capital Contribution**" means a Member's cumulative Capital Contributions reduced by cumulative distributions made to the Member pursuant to Section 5.4(a)(ii)."

(o) The terms "**Class B Designee**" and "**Class B Units**" in Section 11.2 are hereby deleted.

(p) The section reference corresponding with the term "**Payout 1**" in Section 11.2 is amended and restated to read Section 5.4(a)(ii).

(q) Exhibit A is hereby amended and restated in its entirety to read as follows:

"**EXHIBIT A**

LIMITED LIABILITY COMPANY AGREEMENT OF ACTIVA RESOURCES, LLC

This Exhibit is dated as of December [__], 2022.

Capital Members:

Members and Addresses	Initial Capital Contribution	Additional Capital Commitments	Total Capital Commitments	Class A Units	Ownership Percentage
CIC Activa LP 3879 Maple Avenue Suite 400 Dallas, TX 75219 Attn: Bayard Friedman Email: bayard@cicpartners.com	$9,500,000.00	$2,500,000.00	$12,000,000.00	9,500,000	100%

3. Full Force and Effect. In all other respects, the LLC Agreement remains in full force and effect.

4. Governing Law. This Amendment shall be governed by and construesd under the laws of the State of Texas, excluding any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the law of another jurisdiction.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, email or other means of electronic transmission, including, without limitation, via DocuSign, shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Member has executed this Amendment effective as of the Effective Date.

MEMBER:

CIC ACTIVA LP

By: CIC III GP LLC, its general partner

By: _____
Name: _____
Its: _____