

NINETEENTH JUDICIAL DISTRICT COURT  
PARISH OF EAST BATON ROUGE  
STATE OF LOUISIANA

DOCKET NO. \_\_\_\_\_

DIVISION \_\_\_\_\_

STATE OF LOUISIANA, through the DEPARTMENT OF NATURAL RESOURCES,  
OFFICE OF CONSERVATION

v.

UNITED STATES SPECIALTY INSURANCE COMPANY

FILED \_\_\_\_\_

DEPUTY CLERK \_\_\_\_\_

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PETITION FOR SPECIFIC PERFORMANCE

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NOW INTO COURT, through undersigned counsel, comes the State of Louisiana, ex rel. Jeff Landry, Attorney General, through the Department of Natural Resources, Office of Conservation (herein "State"), who respectfully petitions this Honorable Court for a judgment to issue granting relief in favor of the State: On information and belief, the State makes the following allegations:

1.

The Plaintiff is:

The State of Louisiana, Department of Natural Resources, Office of Conservation, acting through Attorney General, Jeff Landry, who brings this action under La. Const. Art. IX, Sec. 1 and La. R.S. 30:1, *et seq.* The State is a juridical person, having its seat of government in East Baton Rouge Parish, State of Louisiana.

2.

The Plaintiff, under the above-cited legislation, is charged with the duty to protect, conserve, and replenish the natural resources of the State. The Attorney General, as chief legal officer of the State, is the primary trustee for bringing litigation to enable such protection, conservation, and replenishment.

3.

The Plaintiff is the entity responsible for the regulation of oil and gas resources in the state, and is directed and controlled by the Commissioner of Conservation. *St. Tammany Parish Govt. v. Welsh*, 2015-1152 (La. App. 1 Cir. 3/9/16), 199 So.3d 3; *see also* La. R.S. 30:1-4.

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VERIFICATION AND CERTIFICATE OF SERVICE

STATE OF LOUISIANA )  
PARISH OF EAST BATON ROUGE )

BEFORE ME, the undersigned authority, personally came and appeared:

**RYAN M. SEIDEMANN**

who, after first being duly sworn did depose and say:

That he is the attorney for the Applicants, the State of Louisiana, through the Office of Conservation, and that he prepared the foregoing Petition for Specific Performance, that all of the allegations in the foregoing Petition are true and correct to the best of his knowledge, information, and belief; and that sheriffs service of copies of this Petition and all exhibits attached hereto have been requested upon the following:


**United States Specialty Insurance Company**  
13403 Northwest Freeway  
Houston, TX 77040

Ryan M. Seidemann further deposes and says:

That a copy of this Petition and all exhibits attached hereto have been sent to United States Specialty Insurance Company's retained counsel, but not yet counsel of record:

**Philip Eisenberg, Esq.**  
LOCKE LORD LLP  
600 Travis Street, Suite 2800  
Houston, TX 77002

SWORN AND SUBSCRIBED before me, Notary Public, on this 30<sup>th</sup> day of September, 2021.

  
\_\_\_\_\_  
MORGAN D. ROGERS  
La. Bar No. 38883  
My commission expires at death



This bond replaces and supersedes Lexon Insurance Company Bond No. 1140613 effective July 28, 2017.

08/11/2017  
0- A 7 29

(Multiple Wells)

Bond No. B010804

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Alta Mesa Services, LP, 15021 Katy Freeway, Suite 400, Houston, Texas 77094 (operator name as established by Office of Conservation and address) (hereinafter called the "Principal"), and U.S. Specialty Insurance Company 13403 Northwest Freeway, Houston, Texas 77040 (bonding company name and address)(hereinafter called the "Surety"), are held and firmly bound unto the Louisiana Office of Conservation, State of Louisiana, with its principal office at P.O. Box 94275, Capital Station, Baton Rouge, Louisiana 70804-9275(hereinafter called the "Obligee"), in the penal sum of <sup>Two Million Five Hundred Thousand</sup> ~~and No/100 Dollars (\$2,500,000.00)~~ (bond amount) lawful money of the United States of America for the payment of which penal sum the Principal and Surety bind themselves, their successors and assigns, jointly, severally and in solido firmly by these presents.

WHEREAS, the Principal has applied to the Office of Conservation for a Permit to Drill for Minerals for wells and facilities listed on the attached Exhibit "A"; and

WHEREAS, the Principal has assumed the obligation to plug and abandon the well, remove platforms and pilings, close associated pits, remove facilities, conduct site clearance and verification, conduct site restoration and to restore the surface in accordance with the Leases and/or the Rules, Regulations and Orders promulgated by the Commissioner of Conservation and/or the laws of the State of Louisiana; and

WHEREAS, the Principal and Surety agree that notwithstanding the subsequent termination of any Lease, whether by operation of law or otherwise, this Bond shall remain in full force and effect until all obligations of the Principal under the Leases and/or the Rules, Regulations and Orders promulgated by the Commissioner of Conservation and/or the laws of the State of Louisiana have been truly and faithfully performed and a release and discharge of this Bond shall have been given by the Commissioner of Conservation; and

WHEREAS, the Principal has promised to deliver to the Obligee a Bond substantially in the form hereof; and

WHEREAS, the Surety represents that it is duly authorized by the proper public authorities to transact the business of indemnity and suretyship in the State of Louisiana, and represents that it is qualified to be surety and guarantor on bonds and undertakings, which certificate has not been revoked; and

**Russell McGee**

---

**From:** Russell McGee  
**Sent:** Thursday, August 17, 2017 2:54 PM  
**To:** Diane Kassab (dkassab@AltaMesa.net)  
**Cc:** SRICKS@ALTAMESA.NET; Paula Chaney; Debra Persick; Gloria Roscoe; Kellie McNamara; Carrie Wiebelt; Russell McGee  
**Subject:** Approval of Performance Bond No. B010804  
**Attachments:** Scanned from a Xerox Multifunction Printer.pdf

Thursday, August 17, 2017

RE: Alta Mesa Services, LP -- OC A229  
Performance Bond No. B010804  
Aggregate Amount: \$2,500,000.00  
( Replaces Performance Bond No. 1140613 )

Ms. Diane Kassab,

Please be advised that the above referenced Performance Bond has been accepted and approved by our Office as being in compliance with the provisions of LAC 43:XIX.104. This Bond covers all wells along with newly acquired wells and wells to be drilled in the future.

I have attached a scanned copy of the executed Performance Bond for your records.

This is the only acknowledgement you will receive regarding this matter.

Russell W. McGee  
LA Office of Conservation  
Permits Section  
(225) 342-4440 office  
(225) 342-8701 facsimile  
e-mail [russell.mcgee@la.gov](mailto:russell.mcgee@la.gov)  
Mailing address:  
P. O. Box 94275  
Baton Rouge, LA 70804-9275  
Physical Address:  
617 North Third Street  
9-th Floor  
Baton Rouge, LA 70802

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**CONFIDENTIALITY NOTICE:**

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NOW INTO COURT, through undersigned counsel, comes the State of Louisiana, ex rel. Jeff Landry, Attorney General, through the Department of Natural Resources, Office of Conservation (herein "State"), who respectfully petitions this Honorable Court for a judgment to issue granting relief in favor of the State. On information and belief, the State makes the following allegations:

1.

The Plaintiff is:

**The State of Louisiana, Department of Natural Resources, Office of Conservation,** acting through Attorney General, Jeff Landry, who brings this action under La. Const. Art. IX, Sec. 1 and La. R.S. 30:1, *et seq.* The State is a juridical person, having its seat of government in East Baton Rouge Parish, State of Louisiana.

2.

The Plaintiff, under the above-cited legislation, is charged with the duty to protect, conserve, and replenish the natural resources of the State. The Attorney General, as chief legal officer of the State, is the primary trustee for bringing litigation to enable such protection, conservation, and replenishment.

3.

The Plaintiff is the entity responsible for the regulation of oil and gas resources in the state, and is directed and controlled by the Commissioner of Conservation. *St. Tammany Parish Govt. v. Welsh*, 2015-1152 (La. App. 1 Cir. 3/9/16), 199 So.3d 3; *see also* La. R.S. 30:1-4.

4.

Jurisdiction is proper pursuant to La. R.S. 13:3201. Venue is proper in the Parish of East Baton Rouge pursuant to La. R.S. 30:93 and La. C.C.P. arts. 74.4, 76, and 76.1.

5.

Made Defendant herein is:

**United States Specialty Insurance Company** (herein "USSIC"), a corporation having its principal place of business at 13403 Northwest Freeway, Houston, TX 77040.

6.

On or about July 28, 2017, USSIC and Alta Mesa Services, LP ("Alta Mesa"), executed Performance Bond No. B010804 in the amount of Two Million Five Hundred Thousand (\$2,500,000.00), in accordance with La. R.S. 30:4.3 (Exhibit 1). The Office of Conservation approved the Performance Bond No. B010804 on August 15, 2017 (*see* Exhibit 1, p.5)

7.

Performance Bond No. B010804 (as amended) contains an attachment denoted as "Exhibit A Amendment" that covers "all land and water location wells associated with Alta Mesa Services, LP as indicated by approved Office of Conservation Permit to Drill records, including wells acquired or new wells drilled in the future" (*see* Exhibit 1, page 6).

8.

On January 18, 2019, a document titled "Surety Rider No. 1," decreased the penalty amount of Performance Bond No. B010804 from Two Million Five Hundred Thousand Dollars (\$2,500,000.00) to One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00), and specifically limited wells covered under Performance Bond No. B010804 to those listed in "Exhibit A" of Surety Rider No. 1 (Exhibit 2).

9.

On or about September 11, 2019, Alta Mesa Services, LP, and six affiliated debtors filed voluntary petitions for bankruptcy protection in the Bankruptcy Court for the Southern District of Texas. These cases were jointly administered under *Alta Mesa Resources, Inc. et al*, Docket No. 19-35133 (Exhibit 3). These petitions covered all of the entities and business interests that comprised Alta Mesa.

10.

On June 8, 2020, Alta Mesa specifically notified the bankruptcy court of its intent to abandon any interest in the subject wells in a document filed at Docket No. 1833, entitled: *"AMR/AMH DEBTORS' AND AMH PLAN ADMINISTRATOR'S NOTICE OF NONACCEPTANCE AND ABANDONMENT OF CERTAIN ASSETS BY THE AMH PLAN ADMINISTRATION TRUST UNDER FIRST AMENDED JOINT PLAN OF LIQUIDATION OF ALTA MESA RESOURCES, INC. AND ITS AMH AND SRII DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE"* (Exhibit 4).

11.

In this filing, Alta Mesa stated that, going forward post-bankruptcy, it "does not accept and abandons any interests, rights, or title that the AMR/AMH Debtors may hold in any oil and gas assets and any and all rights, liabilities and obligations associated with, arising from, or relating to AMR/AMH Debtors' ownership and/or operation of such assets, including, without limitation, any interests, rights, obligations, title or other property identified on Exhibit A hereto (collectively, the "Abandoned Assets")." Exhibit A, as incorporated into that filing, specifically lists the wells that Alta Mesa abandoned in Louisiana, which are the wells outlined in surety Rider No. 1 appended to Performance Bond No. B010804.

12.

On May 27, 2020, the United States Bankruptcy Court for the Southern District of Texas entered an Order entitled "Confirmation Order" confirming the *"First Amended Joint Plan of Reorganization of Alta Mesa Resources, Inc. and its AMH and SRII Debtor Affiliates Under Chapter 11 of the Bankruptcy Code."* Notice of this Order was provided in a bankruptcy filing at Docket No. 1834, which is appended to this petition as Exhibit 5.

13.

The "Effective Date" of the Alta Mesa bankruptcy occurred on June 8, 2020. As of that date, the wells covered by Performance Bond No. 010804 were irrevocably abandoned by Alta Mesa and its successors in bankruptcy. At that point, Alta Mesa was liquidated in bankruptcy and was no longer an operating business.

14.

On July 2, 2020, the Office of Conservation issued Compliance Order No. E-I & E 20-0654, noting that Alta Mesa had not met its statutory requirements and had until August 2, 2020

to come into compliance with Louisiana law (Exhibit 6). In response, on August 31, 2020, the Office of Conservation received a letter from the attorneys for Alta Mesa confirming that Alta Mesa had abandoned these wells through the bankruptcy process, was no longer an operating company, and denying any responsibility of Alta Mesa's successors for the plugging and abandonment of the wells covered by Performance Bond 010804 (Exhibit 7). This is the exact type of situation that Louisiana's financial security statutes are designed to protect the State against.

15.

On September 17, 2020, the Office of Conservation issued a "10 Day Orphan Letter" pursuant to the Louisiana Oilfield Site Restoration Law (La. R.S. 30:80 *et seq.*) for the subject wells. The letter noted that the wells covered by Performance Bond B010804 were not plugged and abandoned pursuant to Louisiana law, and that the wells were to be declared orphaned. (Exhibit 8). Notice of the intent to orphan these wells was published in the Louisiana Register on October 20, 2020 (Exhibit 9).

16.

Despite orphaning by the State, environmental obligations to plug and abandon the subject wells remain extant. However, because Alta Mesa formally abandoned these obligations through bankruptcy and ceased to function as a company, there is no longer any entity associated with Alta Mesa that is able to plug and abandon the wells as described by the bonds. These obligations are ongoing, as approximately 80 wells out of the original list of wells covered by Performance Bond No. 010804 still require plugging and abandoning, and multiple well areas require surface restoration. Currently, the projected cost of plugging and abandoning combined with surface restoration for the remaining abandoned Alta Mesa wells well exceeds the \$1,250,000.00 performance bond. The amounts the bond does not even come close to covering that obligation.

17.

In order to discharge its statutory obligations to protect public health and safety, the Office of Conservation is mandated to collect those costs, and as noted above, has formally called Performance Bond No. 010804 funded by USSIC so that it can plug and abandon the remaining Alta Mesa wells (Exhibit 10). Formally calling the Bond triggered the provision of the Bond wherein the Obligee (the State/Office of Conservation) may with written demand, request the amount necessary from the Surety (USSIC) to plug and abandon the wells.



18.

The bond securing these obligations is a “blanket financial security,” which pursuant to Louisiana Administrative Code 43, Section XIX Chapter 104 covers between 11 to 99 “Water Location – Inland Lakes and Bays,” into which category the subject wells fall. Louisiana law mandates that any bond securing between 11 and 99 wells be in the amount of One Million Two Hundred Fifty Thousand dollars (\$1,250,000.00) (Exhibit 11). Of the number of wells originally listed in Exhibit A of Surety Rider No. 1, after factoring in wells transferred to other parties and plugging and abandonment work performed by operators, it is estimated that there are approximately 50 inland water wells, 10 land wells, and 18 additional wells requiring plugging and abandonment and site clearance, all of which are covered by Performance Bond No. B010804.

19.

Procedurally, when a bond is called and paid to the Office of Conservation by a surety, the surety is provided an accounting as funds are expended on plugging and abandonment of the covered wells, and if the amount of the performance bond exceeds the cost to plug and abandon the covered wells, any remaining financial security is returned to the surety.

20.

In this case, several demands have been made upon USSIC, both oral and written, the first of which was dated October 20, 2020. However, at this time, USSIC has not remitted the financial security amount as required by law and contract. Responses by USSIC have consisted solely of requests for information and data, and requests to defer payment until certain subject wells and their attendant obligations are purchased by or transferred to other companies.

21.

Under the express terms of Performance Bond No. 010804, the purpose of the bond is to bind Alta Mesa and USSIC in their agreement to:

...[G]uarantee[s] the Principal’s agreement to plug and abandon the Subject wells, to remove all platforms, pilings, facilities, pits and to restore the surface pursuant to the Leases, the Rules, Regulations and Orders of the Commissioner of Conservation/Laws of the State of Louisiana and to pay all costs and expenses associated therewith in full compliance with the terms of the Leases, the Rules, Regulations and Orders promulgated by the Commissioner of Conservation and/or any and all other state and federal agencies

having jurisdiction over such matters and the Laws of the State of Louisiana as now written or as they may be hereafter amended.

22.

Under the express terms of the Bond, USSIC guaranteed that if Alta Mesa fails, neglects, or refuses to carry out its obligations outlined above, that after proper notice, it will either:

1. Pay to the State the estimated cost of plugging and abandonment and restoration, subject to the penal limit of the Bond (or a reduced amount if the number of wells requiring plugging and abandonment fell below 11 wells, which is not the case here); or
2. Commence the necessary operations to plug and abandon the subject wells and restore the surface of the sites. If the Surety chooses to plug and abandon directly, it must be completed for all subject wells without regard to the penal limit of the bond.

23.

The language of the Bond specifically provides that a "default" shall be "the Principal's failure, neglect or refusal to carry out its obligation to plug and abandon any one or more of the Subject Wells, remove platforms or restore the surface of the sites and/or leases, or to pay the cost thereof, when and if it is required to do so under the terms the leases or by rule, regulation or order of the Commissioner of conservation or by the laws of the state of Louisiana" (*see* Exhibit 1, p. 3).

24.

For the reasons cited above, the State hereby represents that a default, as defined by the express language of Bond 010804, has occurred and the Bond is currently due and owing without any reliable good faith expression of forthcoming payment.

25.

In addition, the Bond also provides for attorneys' fees and/or court costs or other expenses of litigation in the event of a contest over the Surety's denial of the obligation (or any part thereof). As a result, the State invokes its right to recover attorneys' fees, court costs, or other expenses of litigation in accordance with the terms of the bonds and Louisiana law (*see* Exhibits 1 and 2).

**WHEREFORE**, the State prays that a judgment for specific performance issue in its favor directing USSIC to either: (1) tender the amount of \$1,250,000.00 for Performance Bond No. B010804; or (2) plug and abandon all subject wells in accordance with the applicable Louisiana laws and regulations, without regard to the penal limit of the performance bond. The State also

prays for attorneys' fees, court costs, or other expenses of litigation incurred to facilitate this action,  
and any other relief provided by law.

Respectfully submitted:

**JEFF LANDRY**  
**ATTORNEY GENERAL**

By: 

CHRISTOPHER J. LENTO (La. Bar No. 35614)  
RYAN M. SEIDEMANN, PH.D. (La. Bar No. 28991)  
Assistant Attorneys General  
Louisiana Department of Justice  
P. O. Box 94005  
Baton Rouge, Louisiana 70804-9005  
Telephone: (225) 326-6000  
Facsimile: (225) 326-6099  
LentoC@ag.Louisiana.gov  
SeidemannR@ag.Louisiana.gov

**Please serve via long-arm service:**

United States Specialty Insurance Company  
13403 Northwest Freeway  
Houston, TX 77040

NINETEENTH JUDICIAL DISTRICT COURT  
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VERIFICATION AND CERTIFICATE OF SERVICE

STATE OF LOUISIANA )  
PARISH OF EAST BATON ROUGE )

BEFORE ME, the undersigned authority, personally came and appeared:

**RYAN M. SEIDEMANN**

who, after first being duly sworn did depose and say:

That he is the attorney for the Applicants, the State of Louisiana, through the Office of Conservation, and that he prepared the foregoing Petition for Specific Performance, that all of the allegations in the foregoing Petition are true and correct to the best of his knowledge, information, and belief; and that sheriff's service of copies of this Petition and all exhibits attached hereto have been requested upon the following:


**United States Specialty Insurance Company**  
13403 Northwest Freeway  
Houston, TX 77040

Ryan M. Seidemann further deposes and says:

That a copy of this Petition and all exhibits attached hereto have been sent to United States Specialty Insurance Company's retained counsel, but not yet counsel of record:

**Philip Eisenberg, Esq.**  
LOCKE LORD LLP  
600 Travis Street, Suite 2800  
Houston, TX 77002

SWORN AND SUBSCRIBED before me, Notary Public, on this 30<sup>th</sup> day of September, 2021.

  
\_\_\_\_\_  
MORGAN D. ROGERS  
La. Bar No. 38883  
My commission expires at death

This bond replaces and supersedes Lexon Insurance Company Bond No. 1140613 effective July 28, 2017.

08/11/2017  
0 = 7 2 9

(Multiple Wells)

Bond No. B010804

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Alta Mesa Services, LP, 15021 Katy Freeway, Suite 400, Houston, Texas 77094  
(operator name as established by Office of Conservation and address) (hereinafter called the "Principal"), and  
U.S. Specialty Insurance Company 13403 Northwest Freeway, Houston, Texas 77040  
(bonding company name and address)(hereinafter called the "Surety"), are held and firmly bound  
unto the Louisiana Office of Conservation, State of Louisiana, with its principal office at P.O. Box  
94275, Capital Station, Baton Rouge, Louisiana 70804-9275(hereinafter called the "Obligee"), in  
the penal sum of <sup>Two Million Five Hundred Thousand</sup> and No/100 Dollars (\$2,500,000.00) (bond amount) lawful money of the United States of  
America for the payment of which penal sum the Principal and Surety bind themselves, their  
successors and assigns, jointly, severally and in solido firmly by these presents.

WHEREAS, the Principal has applied to the Office of Conservation for a Permit to Drill for  
Minerals for wells and facilities listed on the attached Exhibit "A"; and

WHEREAS, the Principal has assumed the obligation to plug and abandon the well, remove  
platforms and pilings, close associated pits, remove facilities, conduct site clearance and verification,  
conduct site restoration and to restore the surface in accordance with the Leases and/or the Rules,  
Regulations and Orders promulgated by the Commissioner of Conservation and/or the laws of the  
State of Louisiana; and

WHEREAS, the Principal and Surety agree that notwithstanding the subsequent termination of any  
Lease, whether by operation of law or otherwise, this Bond shall remain in full force and effect until  
all obligations of the Principal under the Leases and/or the Rules, Regulations and Orders  
promulgated by the Commissioner of Conservation and/or the laws of the State of Louisiana have  
been truly and faithfully performed and a release and discharge of this Bond shall have been given  
by the Commissioner of Conservation; and

WHEREAS, the Principal has promised to deliver to the Obligee a Bond substantially in the form  
hereof; and

WHEREAS, the Surety represents that it is duly authorized by the proper public authorities to  
transact the business of indemnity and suretyship in the State of Louisiana, and represents that it is  
qualified to be surety and guarantor on bonds and undertakings, which certificate has not been  
revoked; and

WHEREAS, the Surety represents that it has duly executed a power of attorney, appointing the hereinafter named representative as its duly authorized deputy, as the true and lawful attorney-in-fact of such Surety, upon whom may be served all lawful process in any action or proceeding against such Surety in any court or before any officer, arising out of or founded upon this Bond or any liability hereunder; and does hereby agree and consent that such service, when so made, shall be valid service upon it, and that such appointment shall continue in force and effect and be irrevocable so long as any liability against it remains outstanding hereunder; and

NOW THEREFORE, the Principal and Surety agree as follows:

The Surety hereby guarantees the Principal's agreement to plug and abandon the Subject Wells, to remove all platforms, pilings, facilities, pits and to restore the surface pursuant to the Leases, the Rules, Regulations and Orders of the Commissioner of Conservation and/or the laws of the State of Louisiana and to pay all costs and expenses associated therewith in full compliance with the terms of the Leases, the Rules, Regulations and Orders promulgated by the Commissioner of Conservation and/or any and all other state and federal agencies having jurisdiction over such matters and the laws of the State of Louisiana as now written or as they may be hereafter amended.

This Bond shall be automatically renewed annually, subject to the terms and provisions hereof, unless the Surety shall notify the Obligee, in writing by Certified Mail, of its intention to cancel the bond. Such written notice of cancellation shall be given at least one hundred twenty(120) days prior to the proposed cancellation date.

PROVIDED, HOWEVER, whenever the Principal shall present a Plug and Abandon Report with respect to any Subject Well or Facility together with a written statement from the Commissioner of Conservation evidencing that the Subject Well has been satisfactorily plugged, abandoned or removed in accordance with the Rules, Regulations and Orders promulgated by the Commissioner of Conservation, then the penal amount of this Bond shall be reduced for the Subject Well plugged and abandoned or the facility removed in accordance with the itemized schedule set forth on Exhibit "A", but only by the amount set forth on the itemized schedule shown on Exhibit "A" for the Subject Wells and all Facilities, provided that, at such time as all of the Subject Wells have been plugged and abandoned and all Facilities removed and surface restoration operations have been completed, in accordance with the Leases, and/or Rules, Regulations and Orders of the Commissioner of Conservation and/or the laws of the State of Louisiana and this Bond shall have been released and discharged by the Commissioner of Conservation, then this obligation shall be null and void, otherwise, it shall remain in full force and effect for the full penal amount of the Bond.

PROVIDED, FURTHER THAT, to the extent the Principal and/or the Surety may be liable for any expenses, fees, penalties, damages(either direct, indirect or consequential) in addition to the obligation described above, or to the extent the Obligee may incur any attorneys' fees or court costs or other expenses of litigation in the event of a contest over the Surety's denial of the obligation(or any part thereof), the maximum obligation of the Surety under this Bond shall be the penal sum of Two Million Five Hundred Thousand and No/100 (\$2,500,000.00) (dollar amount of the bond), reduced as applicable, as

provided for herein.

FURTHERMORE, it is agreed that the Surety shall have no obligation to the Principal for any loss suffered by the Principal by reason of acts or omissions which are or could be covered by the Principal's general liability insurance, products liability insurance, completed operations insurance or any other insurance. In no event shall the Surety be obligated to pay, in the aggregate, for all claims hereunder, an amount exceeding the penal sum of this Performance Bond.

Whenever the Principal fails, neglects or refuses to carry out its obligation to plug and abandon any one or more or all of the Subject Wells, remove platforms or restore the surface of the Leases (or Subject Tract related to the Subject Well), or to pay the cost thereof, when and if it is required to do so under the terms of the Leases, and/or Rules, Regulations and Orders of the Commissioner of Conservation and/or the laws of the State of Louisiana and the Obligee has presented to the Surety a written notice of default, sent by Certified Mail, by the Principal of its obligations and such condition has persisted for sixty(60) days following the date of such written notice of default, then the Surety shall within thirty(30) days:

1) Pay to the Obligee an amount equal to the estimated cost of plugging and abandonment and restoration of the surface to be incurred by the Obligee, which payment shall be subject to the penal limit of this Bond and/or the itemized schedule set forth on Exhibit "A", in the event of plugging and abandoning less than all of the Subject Wells and restoration of the surface of less than all of the sites and/or leases; or,

2) Commence the necessary operations to plug and abandon the Subject Wells and restore the surface of the sites and/or Leases. If the Surety should elect, in the event of default by the Principal, to commence or cause to be commenced the aforementioned plugging and abandonment activity and surface restoration, such operations shall continue until such time as the obligations of the Principal as set forth in the Leases, and/or Rules, Regulations and Orders of the Commissioner of Conservation and/or the laws of the State of Louisiana have been fully satisfied, notwithstanding the penal limit of this Bond. In the event the Surety commences operations to plug and abandon less than all of the Subject Wells and/or restore the surface of less than all of the Leases and/or sites, then the penal limit of this Bond shall be reduced only the amount set forth on Exhibit "A".

Provided, however, that in the event of an emergency, deemed by the Commissioner of Conservation as presenting a threat or risk of damage or harm to the environment, the natural resources of the State of Louisiana or the public health and welfare of the general public, and should the Principal fail or refuse to act to correct or alleviate the emergency, then the notice and delay provisions hereof shall be inapplicable and waived by the Surety and the Commissioner of Conservation shall be authorized to take such action as he may deem necessary or expedient to avoid, eliminate or reduce the threat or risk of damage or harm presented by such emergency. All such cost and expense incurred by the Commissioner of Conservation in the exercise of such emergency powers shall be paid and reimbursed under the terms and conditions of this Bond, but the exercise of such emergency powers by the Commissioner of Conservation shall, in no way, affect the total penal limit

of this Bond or alter or modify the itemized schedule set forth on Exhibit "A" in the event such emergency affects less than all of the Subject Wells and/or sites and/or Leases. Notwithstanding the above, it is understood that the value(as set forth on Exhibit "A" attached hereto) attributable to the Subject Wells and/or Facilities affected by the Commissioner of Conservation's emergency powers shall be reduced from the penal amount of this Bond.

Any suit under this Performance Bond must be instituted before the expiration of one(1) year from the date of the occurrence of an event of default, as defined herein. Subject to such one(1) year limitation, the Surety consents and agrees that any legal action against it under this Performance Bond may be brought in the 19<sup>th</sup> Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, hereby irrevocably submitting itself to the jurisdiction and venue of such court.

A "default" shall be the Principal's failure, neglect or refusal to carry out its obligation to plug and abandon any one or more of all the Subject Wells, remove platforms or restore the surface of the sites and/or Leases, or to pay the cost thereof, when and if it is required to do so under the terms of the Leases or by Rule, Regulation or Order of the Commissioner of Conservation or by the laws of the State of Louisiana.

No amendment of or supplement to the terms or provisions of any Lease(s) or any assignment and/or release of the Lease(s) thereof by the Principal, its successors or assigns, and no delay, neglect or failure of the Oblige to proceed promptly in the premises in case of any default on the part of the Principal shall in any degree relieve the Principal and the Surety or any of them or their obligations under this Bond.

However, in the event of an assignment of any Lease or the Wells or the facilities or any of them by the Principal, the Principal shall cause its assignee to post security with the Commissioner of Conservation, in a form and in an amount acceptable to the Commissioner of Conservation. If and when such security has been accepted by the Commissioner of Conservation, then the Oblige will issue a release of this Bond, within sixty(60) days, in whole or in part, in the event of an assignment of less than all of the Leases, Subject Wells and facilities.

No right of action shall accrue on this Performance Bond to or for the use of any person or corporation other than the Principal, the Oblige, their heirs, executors, administrators or successors.

The Surety shall, no later than the renewal date each and every calendar year, provide the Commissioner of Conservation with an annual financial report or other documents to establish the Surety's financial solvency.

In the event that the Principal shall commence any proceeding under bankruptcy, reorganization, arrangement, insolvency, dissolution or liquidation law of any jurisdiction, then the Surety and/or the Principal shall notify the Commissioner of Conservation. Regardless of the occurrence of the aforementioned conditions, this Bond will remain in full force and effect.



NOW, THEREFORE, if the said Principal shall faithfully observe and honestly comply with the provisions contained herein, then this obligation shall become null and void and of no effect.

The Obligee will issue a release of this Bond within a reasonable time period, but in no instance longer than thirty(30) days after receipt of satisfactory evidence( a report from the proper regulatory authority) of the Principal's full and faithful performance and compliance with the obligation of this Performance Bond.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this 28th day of July, 2017, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative pursuant to the authority of its governing body.

Witnesses:

Susan Jackson Susan Jackson

Amy Spain Amy Spain  
(Two Witnesses Required)

Alta Mesa Services, LP

PRINCIPAL (Operator Name)

BY:

[Signature]  
Authorized Signature of Operator

Michael A. McCabe, CEO

(Typed Name/Title)

Witnesses:

Wendy E. Pierson Wendy E. Pierson

Nancy A. Rios Nancy A. Rios  
(Two Witnesses Required)

U.S. Specialty Insurance Company

SURETY (Bonding Company Name)

BY:

Michael K. Tyson  
(Signature)

Michele K. Tyson, Attorney-in-Fact

(Typed Name/Title)

APPROVED, ACCEPTED AND EXECUTED THIS 15<sup>th</sup> DAY OF August, 20 17.

Witnesses:

Debra Persick (Debra Persick)  
Paula Cheney (Paula Cheney)  
(Two Witnesses Required)

OFFICE OF CONSERVATION  
STATE OF LOUISIANA

BY:

[Signature]  
COMMISSIONER OF CONSERVATION

FORM: FS-PBMW  
(01/31/2007)

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## Exhibit "A" Amendment

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Operator Name: Alta Mesa Services, LP (Op. Code: A229 )  
LOC/PB/CD No.: B010804  
Surety/Bank Name: U.S. Specialty Insurance Company

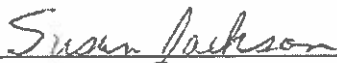
This Amendment replaces the former Exhibit "A" list and covers all land and water location wells associated with Alta Mesa Services, LP as indicated by approved Office of Conservation Permit to Drill records, including wells acquired or new wells drilled in the future.



Operator Signature

Michael A. McCabe

(Printed Name)



Witness 1 Signature

Susan Jackson

(Printed Name)



Witness 2 Signature

Amy Spain

(Printed Name)



Surety/Bank Signature

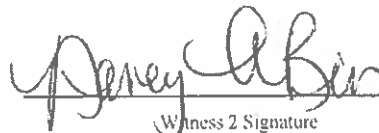
Witness 1 Signature

Michele K. Tyson, Attorney-in-Fact

(Printed Name)

Wendy E. Pierson

(Printed Name)



Witness 2 Signature

Nancy A. Rios

(Printed Name)

## TEXAS COMPLAINT NOTICE

### IMPORTANT NOTICE

- 1 To obtain information or make a complaint:
- 2 You may contact your agent.
- 3 You may call the company's toll free telephone number for information or to make a complaint at:

1-800-486-6695

- 4 You may also write to the company:

801 S. Figuroa St., Suite 700  
Los Angeles, CA 90017

- 5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(800) 252-3439

- 6 You may write the Texas Department of Insurance:  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax No.: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

7

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

8

This notice is for information only and does not become part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:  
Puede comunicarse con su agente.

Usted puede llamar de numerero de telefono gratis de la compania para informacion o para someter una queja al:

1-800-486-6695

Usted tambien puede escribir a la compania:

801 S. Figuroa St., Suite 700  
Los Angeles, CA 90017

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149091  
Austin, TX 78714-9091  
Fax No.: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la companie primero. Si no se resuelve la disputa, prede entonces comunicarse con el departamento (TDI).

### UNA ESTE AVISO A SU POLIZA:

Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**POWER OF ATTORNEY**

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Edwin H. Frank, III, Michele K. Tyson, W. Russell Brown, Jr. or Meredith K. Anderson of Houston, Texas**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\$ \*\*3,000,000.00\*\*).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this

July 25, 2017

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:

[Signature]  
Daniel P. Aguilar, Vice President

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

State of California  
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 25th day of July, 2017

Corporate Seals



[Signature]

Kio Lo, Assistant Secretary

Bond No. B011804  
Agency No. 8353

## Russell McGee

---

**From:** Russell McGee  
**Sent:** Thursday, August 17, 2017 2:54 PM  
**To:** Diane Kassab (dkassab@AltaMesa.net)  
**Cc:** SRICKS@ALTAMESA.NET; Paula Chaney; Debra Persick; Gloria Roscoe; Kellie McNamara; Carrie Wiebelt; Russell McGee  
**Subject:** Approval of Performance Bond No. B010804  
**Attachments:** Scanned from a Xerox Multifunction Printer.pdf

Thursday, August 17, 2017

RE: Alta Mesa Services, LP – OC A229  
Performance Bond No. B010804  
Aggregate Amount: \$2,500,000.00  
( Replaces Performance Bond No. 1140613 )

Ms. Diane Kassab,

Please be advised that the above referenced Performance Bond has been accepted and approved by our Office as being in compliance with the provisions of LAC 43:XIX.104. This Bond covers all wells along with newly acquired wells and wells to be drilled in the future.

I have attached a scanned copy of the executed Performance Bond for your records.

This is the only acknowledgement you will receive regarding this matter.

Russell W. McGee  
LA Office of Conservation  
Permits Section  
(225) 342-4440 office  
(225) 342-8701 facsimile  
e-mail [russell.mcgee@la.gov](mailto:russell.mcgee@la.gov)  
Mailing address:  
P. O. Box 94275  
Baton Rouge, LA 70804-9275  
Physical Address:  
617 North Third Street  
9-th Floor  
Baton Rouge, LA 70802

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### CONFIDENTIALITY NOTICE

This email communication may contain confidential information which also may be legally privileged and is intended only for the use of the intended recipients identified above. If you are not the intended recipient of this communication, you are hereby notified that any unauthorized review, use, dissemination, distribution, downloading, or copying of this communication is strictly prohibited. If you are not the intended recipient and have received this communication in error, please immediately notify us by reply email, delete the communication and destroy all copies.

Amendment No. 001

Bond No. B010804

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**SURETY RIDER No. 1**

To be attached to and form a part of Bond No. B010804 on behalf of Alta Mesa Services, LP, as Principal, executed by U.S. Specialty Insurance Company as Surety, for the benefit of the Louisiana Office of Conservation, State of Louisiana, as Obligee.

01/22/2019  
OC A229

Executed date of bond: July 28, 2017  
Effective date of change: January 18, 2019

In consideration of the mutual agreement contained herein, the Principal and the Surety hereby consent to the following changes:

The *Penalty amount* amount has decreased from:

Two Million Five Hundred Thousand and No/100 (\$2,500,000.00)

to:

**One Million Two Hundred Fifty Thousand and No/100 (\$1,250,000.00)**

and:

*Wells covered under this bond have changed, per the attached Exhibit "A"*


Nothing contained herein shall vary, alter or extend any provision, term or condition of this bond except as expressly stated herein.

SIGNED, SEALED AND DATED THIS: 18<sup>th</sup> day of January, 2019.

Alta Mesa Services, LP  
Name of Principal

U.S. Specialty Insurance Company  
Name of Surety

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Michael A. McCabe  
Chief Financial Officer  
Name and title of person signing  
on behalf of Principal

Edwin H. Frank, III, Attorney-in-Fact  
Name and title of person signing  
on behalf of Surety

OFFICE OF CONSERVATION  
PERMIT SECTION

Rider # 1

JAN 24 2019

Exhibit "A"

Operator of Record  
Financial Institution  
LOC/CD/Bond No.

RECEIVED

Alta Mesa Services, LP (Operator No. A229)  
U.S. Specialty Insurance Company  
B010804

Wells Covered by Security				
	Well Name	Well #	Field Name	Serial No.
1	CRIS I RF SUA;BML 19	1	BAYOU BILOXI	229230
2	CRIS I RE SUA;BML 22/SL 17980	1	BAYOU BILOXI	229295
3	CRIS I RC SUA;SL 17958	1	BAYOU BILOXI	229453
4	CRIS I RF SUA;BML 24	001-ALT	BAYOU BILOXI	229597
5	CRIS I RD SUA;L A PREJEAN ETAL	1	BAYOU BILOXI	230488
6	SL 18315	1	CHANDELEUR SOUND ADDITION BLOCK 43	230885
7	CRIS I RA SUA;SL 18307	1	CHANDELEUR SOUND ADDITION BLOCK 43	232396
8	SL 18373	1	CHANDELEUR SOUND ADDITION BLOCK 43	232567
9	SL 340 COTE BLANCHE ISLAND SWD	23	COTE BLANCHE ISLAND	50046
10	SL 340 COTE BLANCHE ISLAND	24	COTE BLANCHE ISLAND	51496
11	SL 340 COTE BLANCHE ISLAND	30	COTE BLANCHE ISLAND	59932
12	SL 340 COTE BLANCHE ISLAND	31	COTE BLANCHE ISLAND	60593
13	SL 340 COTE BLANCHE ISLAND	32	COTE BLANCHE ISLAND	62455
14	SL 340 COTE BLANCHE ISLAND	33	COTE BLANCHE ISLAND	64470
15	SL 340 COTE BLANCHE ISLAND	033D	COTE BLANCHE ISLAND	66134
16	SL 340 COTE BLANCHE ISLAND	45	COTE BLANCHE ISLAND	72754
17	SL 340 COTE BLANCHE ISLAND	46	COTE BLANCHE ISLAND	73295
18	SL 340 COTE BLANCHE ISLAND	51	COTE BLANCHE ISLAND	74936
19	SL 340 COTE BLANCHE ISLAND	046D	COTE BLANCHE ISLAND	75593
20	SL 340 COTE BLANCHE ISLAND	55	COTE BLANCHE ISLAND	77632
21	SL 340 COTE BLANCHE ISLAND	58	COTE BLANCHE ISLAND	78292
22	SL 340 COTE BLANCHE ISLAND	030D	COTE BLANCHE ISLAND	79534
23	SL 340 COTE BLANCHE ISLAND	045D	COTE BLANCHE ISLAND	81342
24	SL 340 COTE BLANCHE ISLAND	59	COTE BLANCHE ISLAND	83368
25	SL 340 COTE BLANCHE ISLAND	53	COTE BLANCHE ISLAND	84211
26	SL 340 COTE BLANCHE ISLAND	57	COTE BLANCHE ISLAND	86430
27	SL 340 COTE BLANCHE ISLAND	057D	COTE BLANCHE ISLAND	88207
28	SL 340 COTE BLANCHE ISLAND	66	COTE BLANCHE ISLAND	89962
29	SL 340 COTE BLANCHE ISLAND	67	COTE BLANCHE ISLAND	90313
30	SL 340 COTE BLANCHE ISLAND	058D	COTE BLANCHE ISLAND	92443
31	SL 340 COTE BLANCHE ISLAND	68	COTE BLANCHE ISLAND	92628
32	SL 340 COTE BLANCHE ISLAND	053D	COTE BLANCHE ISLAND	92941
33	SL 340 COTE BLANCHE ISLAND	059D	COTE BLANCHE ISLAND	92942
34	SL 340 COTE BLANCHE ISLAND	066D	COTE BLANCHE ISLAND	93007
35	SL 340 COTE BLANCHE ISLAND	69	COTE BLANCHE ISLAND	93665
36	SL 340 COTE BLANCHE ISLAND	067D	COTE BLANCHE ISLAND	94755
37	SL 340 COTE BLANCHE ISLAND	068D	COTE BLANCHE ISLAND	95139
38	SL 340 COTE BLANCHE ISLAND	069D	COTE BLANCHE ISLAND	96985

	Well Name	Well #	Field Name	Serial No.
39	SL 340 COTE BLANCHE ISLAND	73	COTE BLANCHE ISLAND	98118
40	SL 340 COTE BLANCHE ISLAND	073D	COTE BLANCHE ISLAND	101012
41	SL 340 COTE BLANCHE ISLAND	023D	COTE BLANCHE ISLAND	105117
42	SL 340 COTE BLANCHE ISLAND	80	COTE BLANCHE ISLAND	110726
43	SL 340 COTE BLANCHE ISLAND	78	COTE BLANCHE ISLAND	115654
44	SL 340 COTE BLANCHE ISLAND	080D	COTE BLANCHE ISLAND	116883
45	SL 340 COTE BLANCHE ISLAND	89	COTE BLANCHE ISLAND	129054
46	SL 340 COTE BLANCHE ISLAND	92	COTE BLANCHE ISLAND	129832
47	SL 340 COTE BLANCHE ISLAND	94	COTE BLANCHE ISLAND	131018
48	SL 340 COTE BLANCHE ISLAND	95	COTE BLANCHE ISLAND	131307
49	SL 340 COTE BLANCHE ISLAND	99	COTE BLANCHE ISLAND	132809
50	SL 340 COTE BLANCHE ISLAND	97	COTE BLANCHE ISLAND	133808
51	SL 340 COTE BLANCHE ISLAND	103	COTE BLANCHE ISLAND	135100
52	SL 340 COTE BLANCHE ISLAND	105	COTE BLANCHE ISLAND	135289
53	SL 340 COTE BLANCHE ISLAND	98	COTE BLANCHE ISLAND	135873
54	SL 340 COTE BLANCHE ISLAND	117	COTE BLANCHE ISLAND	141251
55	SL 340 COTE BLANCHE ISLAND	121	COTE BLANCHE ISLAND	142240
56	SL 340 COTE BLANCHE ISLAND	124	COTE BLANCHE ISLAND	142916
57	SL 340 COTE BLANCHE ISLAND	129	COTE BLANCHE ISLAND	143357
58	SL 340 COTE BLANCHE ISLAND	130	COTE BLANCHE ISLAND	143358
59	SL 340 COTE BLANCHE ISLAND	131	COTE BLANCHE ISLAND	143550
60	SL 340 COTE BLANCHE ISLAND	135	COTE BLANCHE ISLAND	143727
61	SL 340 COTE BLANCHE ISLAND	132	COTE BLANCHE ISLAND	143820
62	SL 340 COTE BLANCHE ISLAND	136	COTE BLANCHE ISLAND	144242
63	SL 340 COTE BLANCHE ISLAND	131-D	COTE BLANCHE ISLAND	144529
64	SL 340 COTE BLANCHE ISLAND	137	COTE BLANCHE ISLAND	144553
65	SL 340 COTE BLANCHE ISLAND	139	COTE BLANCHE ISLAND	144663
66	SL 340 COTE BLANCHE ISLAND	137-D	COTE BLANCHE ISLAND	145114
67	SL 340 COTE BLANCHE ISLAND	149	COTE BLANCHE ISLAND	145253
68	SL 340 COTE BLANCHE ISLAND	154	COTE BLANCHE ISLAND	145304
69	SL 340 COTE BLANCHE ISLAND	127	COTE BLANCHE ISLAND	147468
70	SL 340 COTE BLANCHE ISLAND	166	COTE BLANCHE ISLAND	158195
71	SL 340 COTE BLANCHE ISLAND	182	COTE BLANCHE ISLAND	184651
72	SL 340 COTE BLANCHE ISLAND	184	COTE BLANCHE ISLAND	192628
73	SL 340 COTE BLANCHE ISLAND	181	COTE BLANCHE ISLAND	213187
74	SL 340 COTE BLANCHE ISLAND	186	COTE BLANCHE ISLAND	225960
75	SL 340 COTE BLANCHE ISLAND	190	COTE BLANCHE ISLAND	232244
76	SL 340 COTE BLANCHE ISLAND	191	COTE BLANCHE ISLAND	232245
77	SL 340 COTE BLANCHE ISLAND	187	COTE BLANCHE ISLAND	233048
78	SL 340 COTE BLANCHE ISLAND	189	COTE BLANCHE ISLAND	236373
79	SL 340 COTE BLANCHE ISLAND SWD	1	COTE BLANCHE ISLAND	972539
80	SL 340 COTE BLANCHE ISLAND SWD	2	COTE BLANCHE ISLAND	972588
81	MARY WALKER GOSTON	1	ST GABRIEL	35184
82	NATALBANY LBR CO B	8	ST GABRIEL	39253
83	PONT RA SUD;PONTCHARTRAIN	1	ST GABRIEL	40642
84	NATALBANY LBR CO	1	ST GABRIEL	77010

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	Well Name	Well #	Field Name	Serial No.
85	GUEYMARD A	1	ST GABRIEL	245131
86	LACASSANE CO SWD	1	THORNWELL, SOUTH	972572
87	CRIS I RB SUA;BILOXI MARSH 18	1	BAYOU BILOXI	228411
88	CRIS I RG SUA;BML 7	2	BAYOU BILOXI	229719
89	CRIS I RG SUA;BML 7	003-ALT	BAYOU BILOXI	229860
90	BILOXI MARSH LANDS 7	4	BAYOU BILOXI	229908
91	CRIS I RI SUA;BML5/SL 17772	1	BAYOU BILOXI	229969
92	CRIS I RH SUA;BML 8	1	BAYOU BILOXI	230056
93	MT RF SUA;MALLET	1	BON AIR	233019
94	BIG HUM RA SUA;BML 28	001-ALT	CHANDELEUR SOUND BLOCK 73	230273
95	BIG HUM RA SUA;SL 18041	1	CHANDELEUR SOUND BLOCK 73	230494
96	SL 18041	2	CHANDELEUR SOUND BLOCK 73	230613
97	SL 340 COTE BLANCHE ISLAND	15	COTE BLANCHE ISLAND	36698
98	PELICAN	2	GIBSON	20348
99	PELICAN	6	GIBSON	21275
100	O SUR;PELICAN	20	GIBSON	125676
101	R RA SUA;PELICAN A	9	GIBSON	142511
102	BIG HUM RB SUA;AVOCA INC 8	1	RAMOS	231081
103	BIG HUM RA SUA;AVOCA INC 6	1	RAMOS	231265
104	TBY O RA SU;CL&F	20	TURTLE BAYOU	77427
105	TBY Y RA SU;CL&F	23	TURTLE BAYOU	78441
106	CL&F	020-D	TURTLE BAYOU	99406
107	CL&F	45	TURTLE BAYOU	211323
108	CL&F	51	TURTLE BAYOU	220512
109	CL&F	63	TURTLE BAYOU	225105
110	CL&F	68	TURTLE BAYOU	229933
111	CIB O RA SUA;CL&F E	1	TURTLE BAYOU, NORTH	231602
112	NORTH TURTLE BAYOU SWD	1	TURTLE BAYOU, NORTH	971790
113	WI TO RA SU;J A SMITH B	1	WEEKS ISLAND	43913
114	WI S RA SU;SM WKS GA U1	1	WEEKS ISLAND	47916
115	WI J RA SU;BENJAMIN ST UN 1	1	WEEKS ISLAND	53702
116	E RA SUA;SMITH STATE U E	5	WEEKS ISLAND	142290
117	W RB SUA;J A SMITH	1	WEEKS ISLAND	233178

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JAN 24 2019

OFFICE OF CONSERVATION PERMIT SECTION



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**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Edwin H. Frank, III, Michele K. Tyson, W. Russell Brown, Jr., Meredith K. Anderson or  
Stephen Michael Smith of Houston, Texas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\*\*\*3,000,000.00\*\*\*). This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1<sup>st</sup> day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California  
County of Los Angeles



By: [Signature]  
Daniel P. Aguilar, Vice President

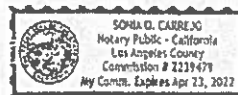
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1<sup>st</sup> day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 18th day of January, 2019.

Corporate Seals  
Bond No. B010804  
Agency No. 8353



[Signature]  
Kio Lo, Assistant Secretary

HCCSMANPOA06/2018

visit [tmhcc.com/surety](http://tmhcc.com/surety) for more information

Exhibit 2

## Carrie Wiebelt

---

**From:** Dedee Kelly <dkelly@alliant.com>  
**Sent:** Thursday, January 24, 2019 9:16 AM  
**To:** Carrie Wiebelt  
**Cc:** 'Rachel Martinez (rmartinez@AltaMesa.net)'; Wendy Pierson (wpierson@indemco.com)  
**Subject:** RE: Alta Mesa Services LP (A229) - Bond No. B010804  
**Attachments:** B010804 Exhibit A eff 2019-01-18.xlsx

Sorry about that Carrie. Updated Exhibit A is attached with the wells noted under the first tab.

Wendy, please replace the exhibit you have associated with Rider No. 1 with the attached.

Thank you!

**Dedee Kelly**  
First Vice President, Surety  
Energy & Marine Group  
Alliant Insurance Services, Inc.  
5444 Westheimer, Suite 900  
Houston, TX 77056

D 832 485 4077  
O 832 485 4000  
F 832 485 4078  
[dkelly@alliant.com](mailto:dkelly@alliant.com)  
[www.alliant.com](http://www.alliant.com)

CA License No. 0C36861



**From:** Carrie Wiebelt [mailto:Carrie.Wiebelt@LA.GOV]  
**Sent:** Thursday, January 24, 2019 8:43 AM  
**To:** Dedee Kelly <dkelly@alliant.com>  
**Cc:** 'Rachel Martinez (rmartinez@AltaMesa.net)' <rmartinez@AltaMesa.net>  
**Subject:** RE: Alta Mesa Services LP (A229) - Bond No. B010804

This message has originated outside the organization.

Good morning,

We received the attached rider today. There needs to be a correction to the Exhibit A list- the spreadsheet attachment was saved to the "Deletions" tab instead of the "Current Ex A" tab. The "Current Ex A" tab is what should be in the rider. Pardon the confusion! We will accept a corrected email attachment if you'd like.

Thanks,

**Carrie A. Wiebelt, P.E.**  
P: (225) 342-9380

Deletion list

RECEIVED

JAN 22 2019

Exhibit "A" to Rider No.1

Operator of Record  
Financial Institution  
LOC/CD/Bond No.

Alta Mesa Services, LP (Operator No. A229)  
U.S. Specialty Insurance Company  
B010804

OFFICE OF CONSERVATION  
SECTION

Wells Covered by Security			
	Well Name	Field Name	Serial No.
1	CRIS I RA SUB;B MARSH LDS I	BAYOU BILOXI	227090
2	BILOXI MARSH LANDS 6	BAYOU BILOXI	227091
3	BILOXI MARSH LANDS 6	BAYOU BILOXI	228219
4	BILOXI MARSH LANDS 3I	BAYOU BILOXI	230238
5	HBY RL SUA;BURLINGTON RES 7	BECKWITH CREEK	245478
6	CIB H RC SUA;T J LITEL	BELL CITY	230670
7	FONTENOT	BON AIR	235004
8	REALTY OPERATORS B	GIBSON	28863
9	REALTY OPERATORS B	GIBSON	81350
10	REALTY OPERATORS B ST UN 4	GIBSON	95989
11	REALTY OPERATORS B	GIBSON	96347
12	SL 483 REALTY OPRS UN4	GIBSON	97375
13	F RA SUB:MERE	MOSS LAKE, EAST	225110
14	HBY RJ SUA;G W BABINEAUX ETAL	VINTON, NORTHWES	249072
15	MYLES SALT COMPANY	WEEKS ISLAND	43223
16	ST WEEKS BAY	WEEKS ISLAND	247065
17	OA AO330	WEEKS ISLAND	247819

**Russell McGee**

---

**From:** Russell McGee  
**Sent:** Friday, January 25, 2019 11:43 AM  
**To:** SRICKS@HIGH-MESA.COM  
**Cc:** Paula Chaney; Gloria Roscoe; Kellie McNamara; Russell McGee  
**Subject:** Approval of Amendment No. 001 for Performance Bond No. B010804

Thursday, January 24, 2019

**RE: ALTA MESA SERVICES, LP – OC A229**  
**Performance Bond No. B010804**

Mr. Scott Ricks,

The Louisiana Office of Conservation is in receipt of and has approved Amendment No. 001 for the above referenced Performance Bond. The amount of the referenced Bond is now \$ 1,250,000.00. 117 wells have been added to Exhibit "A". Our Office is waiting on Site Clearance so we can delete 31 wells from Exhibit "A".

Russell W. McGee  
LA Office of Conservation  
Permits Section  
(225) 342-4440 office  
(225) 342-8701 facsimile  
e-mail [russell.mcgee@la.gov](mailto:russell.mcgee@la.gov)  
Mailing address:  
P. O. Box 94275  
Baton Rouge, LA 70804-9275  
Physical Address:  
617 North Third Street  
9-th Floor  
Baton Rouge, LA 70802

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**CONFIDENTIALITY NOTICE**

This email communication may contain confidential information which also may be legally privileged and is intended only for the use of the intended recipients identified above. If you are not the intended recipient of this communication, you are hereby notified that any unauthorized review, use, dissemination, distribution, downloading, or copying of this communication is strictly prohibited. If you are not the intended recipient and have received this communication in error, please immediately notify us by reply email, delete the communication and destroy all copies.

**1 Fill in this information to identify the case:**

United States Bankruptcy Court for the:  
 Southern District of Texas  
 (State)

Case number (if known): 19- Chapter 11

Check if this is an amended filing

Official Form 201

# Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/19

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name Alta Mesa Services, LP

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 3 7 - 1 5 1 7 2 9 5

4. Debtor's address

<p><b>Principal place of business</b></p> <p><u>15021 Katy Freeway, 4<sup>th</sup> Floor</u></p> <p>Number Street</p> <hr/> <p><u>Houston TX 77094-1813</u></p> <p>City State ZIP Code</p> <hr/> <p><u>Harris</u></p> <p>County</p>	<p><b>Mailing address, if different from principal place of business</b></p> <p>Number Street</p> <hr/> <p>City State ZIP Code</p> <p><b>Location of principal assets, if different from principal place of business</b></p> <p>Number Street</p> <hr/> <p>City State ZIP Code</p>
---	--

5. Debtor's website (URL) www.altamesa.net

6. Type of debtor

Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

Partnership (excluding LLP)

Other. Specify: \_\_\_\_\_

Debtor Alta Mesa Services, LP  
Name

Case number (if known) \_\_\_\_\_

7. Describe debtor's business

A. Check one:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. Check all that apply:

- Tax-exempt entity (as described in 26 U.S.C. § 501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

2 1 1 1

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- Chapter 7
- Chapter 9
- Chapter 11. Check all that apply:

- Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625 on a consolidated basis (amount subject to adjustment on 4/01/22 and every 3 years after that).
- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- A plan is being filed with this petition.
- Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
- The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

- No
- Yes.

If more than 2 cases, attach a separate list.

District _____	When _____	Case number _____
	MM / DD / YYYY	
District _____	When _____	Case number _____
	MM / DD / YYYY	

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

- No
- Yes.

List all cases. If more than 1, attach a separate list.

Debtor <u>See Attached Schedule 1</u>	Relationship _____	Affiliate _____
District <u>Southern District of Texas</u>	When _____	Date hereof _____
		MM / DD / YYYY
Case number, if known _____		

Debtor Alta Mesa Services, LP  
Name

Case number (if known) \_\_\_\_\_

**11. Why is the case filed in this district?**

Check all that apply:

- Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

**12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?**

- No
- Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

**Why does the property need immediate attention?** (Check all that apply.)

- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.  
What is the hazard? \_\_\_\_\_
- It needs to be physically secured or protected from the weather.
- It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- Other \_\_\_\_\_

**Where is the property?**

Number	Street		
_____	_____		
City		State	ZIP Code
_____		_____	_____

**Is the property insured?**

- No.
  - Yes. Insurance agency \_\_\_\_\_
- Contact name \_\_\_\_\_
- Phone \_\_\_\_\_

**Statistical and administrative information**

**13. Debtor's estimation of available funds**

Check one:

- Funds will be available for distribution to unsecured creditors.
- After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

**14. Estimated number of creditors**

- |                                  |   |  |
|----------------------------------|---|--|
| <input type="checkbox"/> 1-49    | <input type="checkbox"/> 1,000-5,000              | <input type="checkbox"/> 25,001-50,000     |
| <input type="checkbox"/> 50-99   | <input type="checkbox"/> 5,001-10,000             | <input type="checkbox"/> 50,001-100,000    |
| <input type="checkbox"/> 100-199 | <input checked="" type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 |   |  |

\*Consolidated for all Debtors

**15. Estimated assets**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000          | <input type="checkbox"/> \$1,000,001-\$10 million    | <input type="checkbox"/> \$500,000,001-\$1 billion               |
| <input type="checkbox"/> \$50,001-\$100,000    | <input type="checkbox"/> \$10,000,001-\$50 million   | <input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000   | <input type="checkbox"/> \$50,000,001-\$100 million  | <input type="checkbox"/> \$10,000,000,001-\$50 billion           |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion                  |

\*Consolidated for all Debtors



16. Estimated liabilities
- |  |  |  |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000          | <input type="checkbox"/> \$1,000,001-\$10 million    | <input type="checkbox"/> \$500,000,001-\$1 billion               |
| <input type="checkbox"/> \$50,001-\$100,000    | <input type="checkbox"/> \$10,000,001-\$50 million   | <input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000   | <input type="checkbox"/> \$50,000,001-\$100 million  | <input type="checkbox"/> \$10,000,000,001-\$50 billion           |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion                  |

\*Consolidated for all Debtors

**Request for Relief, Declaration, and Signatures**

**WARNING** — Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor
- The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
- I have been authorized to file this petition on behalf of the debtor.
- I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 09/11/2019  
MM/DD/YYYY

X \_\_\_\_\_ John C. Regan  
Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney
- X /s/ John F. Higgins Date 09/11/2019  
Signature of attorney for debtor MM/DD/YYYY
- John F. Higgins  
Printed Name
- Porter Hedges LLP  
Firm name
- 1000 Main Street 36<sup>th</sup> Floor  
Number Street
- Houston Texas 77002  
City State Zip Code
- 713-226-6648 JHiggins@porterhedges.com  
Contact phone Email address
- 09597500 Texas  
Bar number State

**SCHEDULE 1**

On the date hereof, each of the affiliated entities listed below, including the debtor in this chapter 11 case (collectively, the "**Debtors**"), filed a petition with this Court for relief under chapter 11 of the Bankruptcy Code. Contemporaneously with the filing of their petitions, the Debtors filed a motion requesting that the chapter 11 cases of the entities listed below be consolidated for procedural purposes only and jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure.

<b>Debtor Name</b>	<b>Date Filed</b>	<b>District</b>
Alta Mesa Resources, Inc.	9/11/2019	S.D. Tex.
Alta Mesa Finance Services Corp.	9/11/2019	S.D. Tex.
Alta Mesa Holdings, LP	9/11/2019	S.D. Tex.
Alta Mesa Services, LP	9/11/2019	S.D. Tex.
Alta Mesa Holdings GP, LLC	9/11/2019	S.D. Tex.
OEM GP, LLC	9/11/2019	S.D. Tex.
Oklahoma Energy Acquisitions, LP	9/11/2019	S.D. Tex.

**WRITTEN CONSENT  
OF THE BOARD OF MANAGERS OF  
ALTA MESA HOLDINGS GP, LLC**

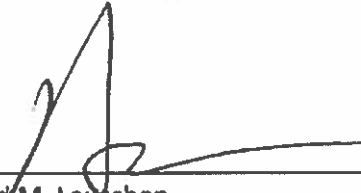
**September 11, 2019**


THE UNDERSIGNED, being a majority of the members of the Board of Managers of Alta Mesa Holdings GP, LLC, a Texas limited liability company, acting pursuant to the applicable provisions of the Texas Business Organizations Code, do hereby consent to the adoption of the resolutions set forth on the attached Exhibit A and authorize the taking of all actions specified therein.

This consent may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same consent.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned managers have executed this written consent as of the date first written above.

  
\_\_\_\_\_  
David M. Leuschen

  
\_\_\_\_\_  
Pierre F. Lapeyre, Jr.

\_\_\_\_\_  
William W. McMullen

\_\_\_\_\_  
Don Dimitrievich

\_\_\_\_\_  
Sylvia J. Kerrigan

\_\_\_\_\_  
Jeffrey H. Tepper

\_\_\_\_\_  
Diana J. Walters

\_\_\_\_\_  
Donald R. Sinclair

\_\_\_\_\_  
Patrick Bartels

IN WITNESS WHEREOF, the undersigned managers have executed this written consent as of the date first written above.

---

David M. Leuschen

---

Pierre F. Lapeyre, Jr.



---

William W. McMullen

---

Don Dimitrievich

---

Sylvia J. Kerrigan

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Donald R. Sinclair

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Patrick Bartels

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Jeffrey H. Tepper

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Donald R. Sinclair

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Patrick Bartels

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---

William W. McMullen

---

Don Dimitrievich

*Sylvia J. Kerrigan*

---

Sylvia J. Kerrigan

---

Jeffrey H. Tepper

---

Diana J. Walters

---

Donald R. Sinclair

---

Patrick Bartels

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\_\_\_\_\_  
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\_\_\_\_\_  
Pierre F. Lapeyre, Jr.

\_\_\_\_\_  
William W. McMullen

\_\_\_\_\_  
Don Dimitrievich

\_\_\_\_\_  
Sylvia J. Kerrigan

  
\_\_\_\_\_  
Jeffrey H. Pepper

\_\_\_\_\_  
Diana J. Walters

\_\_\_\_\_  
Donald R. Sinclair

\_\_\_\_\_  
Patrick Bartels



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\_\_\_\_\_  
David M. Leuschen

\_\_\_\_\_  
Pferre F. Lapeyre, Jr.

\_\_\_\_\_  
William W. McMullen

\_\_\_\_\_  
Don Dimitrievich

\_\_\_\_\_  
Sylvia J. Kerrigan

\_\_\_\_\_  
Jeffrey M. Topper

  
\_\_\_\_\_  
Diana J. Walters

\_\_\_\_\_  
Donald R. Sinclair

\_\_\_\_\_  
Patrick Bartels

IN WITNESS WHEREOF, the undersigned managers have executed this written consent as of the date first written above.

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David M. Leuschen

---

Pierre F. Lapeyre, Jr.

---

William W. McMullen

---

Don Dimitrievich

---

Sylvia J. Kerrigan

---

Jeffrey H. Tepper

---

Diana J. Walters



---

Donald R. Sinclair

---

Patrick Bartels

IN WITNESS WHEREOF, the undersigned managers have executed this written consent as of the date first written above.

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David M. Leuschen

---

Pierre F. Lapeyre, Jr.

---

William W. McMullen

---

Don Dimitrievich

---

Sylvia J. Kerrigan

---

Jeffrey H. Tepper

---

Diana J. Walters

---

Donald R. Sinclair



---

Patrick Bartels

**RESOLUTIONS OF  
THE BOARD OF MANAGERS OF  
ALTA MESA HOLDINGS GP, LLC**

**WHEREAS**, the members of the Board of Managers (the "**Board**") of Alta Mesa Holdings GP, LLC, a Texas limited liability company (the "**Company**"), acting in its individual capacity and in its capacity as the general partner of Alta Mesa Holdings, LP, a Texas limited partnership ("**Holdings**"), acting in its capacity as the sole member of OEM GP, LLC, a Texas limited liability company ("**OEM**"), and OEM, acting in its capacity as the general manager of each of Alta Mesa Services, LP, a Texas limited partnership ("**Services**"), and Oklahoma Energy Acquisitions, LP, a Texas limited partnership ("**OEA**" and, together with the Company, Holdings, OEM and Services, the "**AMH Parties**") (any and all such capacities, the "**Applicable Capacities**"), have reviewed and analyzed the materials presented by management and the outside financial and legal advisors of the AMH Parties, as applicable, regarding (i) the financial condition, capital structure, liquidity position, business model and projections, short-term and long-term prospects of each of the AMH Parties, (ii) the restructuring and other strategic alternatives available to the AMH Parties, and (iii) the impact of the foregoing on the each of the AMH Parties' respective businesses;

**WHEREAS**, the Board has determined that it is desirable and in the best interests of each of the AMH Parties, their respective creditors and the equityholders of each of the AMH Parties that each of the AMH Parties file petitions for relief under the provisions of chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"); and

**WHEREAS**, the Board has determined that it is desirable and in the best interests of each of the AMH Parties to explicitly delegate to Patrick J. Bartels (the "**Disinterested Manager**") the exclusive right, authority and power to exercise certain additional powers of the Board in connection with Conflict Matters (as defined below).

**Voluntary Petitions Under the Provisions of Chapter 11 of the Bankruptcy Code**

**BE IT RESOLVED**, that each of the AMH Parties is hereby authorized to file or cause to be filed a voluntary petition for relief under the provisions of chapter 11 of the Bankruptcy Code (the bankruptcy cases commenced by such petitions, together with the bankruptcy cases of Alta Mesa Resources, Inc. and Alta Mesa Finance Services Corp., being referred to as the "**Chapter 11 Cases**");

**BE IT FURTHER RESOLVED**, that Mark P. Castiglione, John C. Regan, Robert Albergotti, and Kimberly O. Warnica (each, an "**Authorized Officer**" and collectively, the "**Authorized Officers**") be, and each of them acting alone hereby is, authorized to execute and verify, for, on behalf of and in the name of the Company and the AMH Parties in all their Applicable Capacities, said petitions of each of the AMH Parties under chapter 11 of the Bankruptcy Code and to cause the same to be filed with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Bankruptcy Court**"), in such form and at such time as the Authorized Officer executing said petitions shall determine; and

**BE IT FURTHER RESOLVED**, that the Authorized Officers be, and each of them hereby is, authorized, for, on behalf of and in the name of the Company and the AMH Parties in all their Applicable Capacities, to execute and file, or cause to be filed (or direct others to do so on their behalf as provided herein) with the Bankruptcy Court, on behalf of each of the AMH Parties, all petitions, affidavits, schedules, motions, lists, applications, pleadings, and other necessary papers or documents, including any amendments thereto, and, in connection therewith, to employ and retain all assistance by legal counsel, financial advisors, investment bankers, accountants, or other professionals and to take any and all actions that they deem necessary or proper to obtain such chapter 11 bankruptcy relief, and to take any necessary steps to coordinate and effectuate each of the Chapter 11 Cases.

**Delegation of Authority to Disinterested Manager**

**BE IT RESOLVED**, that to the fullest extent permitted by applicable law and the LLC Agreement, the Board hereby delegates to the Disinterested Manager (a) the authority to investigate and determine, in the Disinterested Manager's business judgment and with the advice of counsel, whether any matter arising in or related to the Chapter 11 Cases constitutes a matter in which a conflict exists between the AMH Parties, on the one hand, and their equityholders, affiliates, or directors, managers and/or officers, on the other hand (a "Conflict Matter"), and any such determination shall be binding on the AMH Parties; (b) the authority to conduct all investigations and analyses related to any Conflict Matter necessary or desirable in order to be fully advised with regard to such Conflict Matter, in the Disinterested Manager's business judgment and with the advice of counsel, and to act on behalf of the AMH Parties in connection therewith, including taking any and all actions to negotiate, resolve, abide by and implement decisions and actions of the Disinterested Manager with respect to the Conflict Matters;

**BE IT FURTHER RESOLVED**, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, for, on behalf of and in the name of the Company and the AMH Parties in all their Applicable Capacities, to implement any decision made by the Disinterested Manager in respect of a Conflict Matter on behalf of the Company as directed by the Disinterested Manager; provided that the Disinterested Manager retains the right to implement any such decision on behalf of the AMH Parties on his own;

**BE IT FURTHER RESOLVED**, that the Authorized Officers, including the CRO (as defined below) be, and each of them hereby is, authorized, empowered and directed, for, on behalf of and in the name of the Company and the AMH Parties in all their Applicable Capacities, to take any and all action that he or she deems necessary or proper to assist the Disinterested Manager in carrying out the foregoing, in each case as requested by and under the direction of the Disinterested Manager; and

**BE IT FURTHER RESOLVED**, that the Disinterested Manager hereby is authorized to take all actions he deems necessary, advisable, or appropriate in connection with and in order to carry out, comply with, and effectuate the purposes and intents of the foregoing and the various matters contemplated hereby, subject to any limitations imposed by applicable law and/or as expressly provided herein, including, without limitation, to retain, approve the compensation and other retention terms of, and terminate advisors, including legal counsel, financial advisors or other consultants or experts, to advise the Disinterested Manager.

**Use of Cash Collateral**

**BE IT RESOLVED**, that, in connection with the commencement of the Chapter 11 Cases, each of the Authorized Officers, acting alone or with one or more other Authorized Officers, is authorized to seek approval from the Bankruptcy Court of interim and final orders, to continue to use the cash collateral and other collateral securing each of the AMH Parties' obligations, including under the Company's secured credit facilities, in the ordinary course of business ("**Cash Collateral Order**"), and each of the Authorized Officers be, and hereby are, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of the Company and the AMH Parties in all their Applicable Capacities, necessary to implement the Cash Collateral Orders, as well as any additional or further agreements for the use of cash collateral in connection with the Chapter 11 Cases, which agreement(s) may require the AMH Parties to grant liens and/or make payments of fees, expenses, adequate protection or postpetition interest payments and/or other amounts from time to time to the existing lenders of any of the AMH Parties, and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of any of the AMH Parties pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Officer approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof.

**Retention of Professionals**

**BE IT RESOLVED**, that the Authorized Officers be, and each of them hereby is, authorized and directed, for, on behalf of and in the name of the Company and the AMH Parties in all their Applicable Capacities, to employ the law firm of Latham & Watkins LLP to represent and advise the AMH Parties in carrying out their respective duties under the Bankruptcy Code, and to take any and all actions to advance the rights and obligations each of the AMH Parties, as applicable, including filing and prosecuting any pleadings, in connection with the Chapter 11 Cases, and the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the Chapter 11 Cases, and cause to be filed an appropriate application with the Bankruptcy Court for authority to retain the services of Latham & Watkins LLP;

**BE IT FURTHER RESOLVED**, that the Authorized Officers be, and each of them hereby is, authorized and directed, for, on behalf of and in the name of the Company and the AMH Parties in all their Applicable Capacities, to employ the law firm of Porter Hedges LLP to represent and advise the AMH Parties in carrying out their respective duties under the Bankruptcy Code, and to take any and all actions to advance the rights and obligations of each of the AMH Parties, as applicable, including filing and prosecuting any pleadings, in connection with the Chapter 11 Cases, and the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the Chapter 11 Cases, and cause to be filed an appropriate application with the Bankruptcy Court for authority to retain the services of Porter Hedges LLP;

**BE IT FURTHER RESOLVED**, that the Authorized Officers be, and each of them hereby is, authorized and directed, for, on behalf of and in the name of the Company and the AMH Parties in all their Applicable Capacities, to employ the law firm of Robbins, Russell, Englert, Orseck,

Untereiner & Sauber LLP to represent and advise the AMH Parties as conflicts counsel in carrying out their respective duties under the Bankruptcy Code, and to take any and all actions to advance the rights and obligations of each of the AMH Parties, as applicable, including filing and prosecuting any pleadings, in connection with the Chapter 11 Cases, and the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the Chapter 11 Cases, and cause to be filed an appropriate application with the Bankruptcy Court for authority to retain the services Robbins, Russell, Englert, Orseck, Untereiner & Sauber LLP;

**BE IT FURTHER RESOLVED**, that the Authorized Officers be, and each of them hereby is, authorized and directed, for, on behalf of and in the name of the Company and the AMH Parties in all their Applicable Capacities, to employ the firm of Perella Weinberg Partners LP and its affiliate Tudor Pickering Holt & Co Advisors LP (together, "Perella"), as investment banker and financial advisor, to represent and assist each of the AMH Parties in carrying out their respective duties under the Bankruptcy Code, and to take any and all actions to advance the rights and obligations of each of the AMH Parties, as applicable, in connection with the Chapter 11 Cases, and the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Cases, and cause to be filed an appropriate application with the Bankruptcy Court for authority to retain the services of Perella;

**BE IT FURTHER RESOLVED**, that the Company and the AMH Parties (in their Applicable Capacities) shall retain the firm of AP Services, LLC ("AP Services") to provide a chief restructuring officer ("CRO") and additional personnel to support the CRO to the AMH Parties, and Robert Albergotti shall be appointed as CRO of each AMH Party to carry out each of the AMH Parties' respective duties under the Bankruptcy Code, and to take any and all actions to advance the rights and obligations of each of the AMH Parties, as applicable, in connection with the Chapter 11 Cases;

**BE IT FURTHER RESOLVED**, that the Authorized Officers are, and each of them hereby is, authorized on behalf of the Company and the AMH Parties (in their Applicable Capacities) to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Cases, and cause to be filed an appropriate application with the Bankruptcy Court for authority to retain the services of AP Services;

**BE IT FURTHER RESOLVED**, that the Authorized Officers be, and each of them hereby is, authorized and directed, for, on behalf of and in the name of the Company and the AMH Parties in all their Applicable Capacities, to employ the firm of Prime Clerk LLC, as claims, noticing, soliciting, and balloting agent, to assist each of the AMH Parties to advance the rights and obligations of each of the AMH Parties, as applicable, in connection with the Chapter 11 Cases, and the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Cases, and cause to be filed an appropriate application with the Bankruptcy Court for authority to retain the services of Prime Clerk LLC; and

**BE IT FURTHER RESOLVED**, that the Authorized Officers be, and each of them hereby is, authorized and directed, for, on behalf of and in the name of the Company and the AMH Parties

in all their Applicable Capacities, to employ any other professionals necessary to assist each of the AMH Parties in carrying out their respective duties under the Bankruptcy Code; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to or immediately upon the filing of the Chapter 11 Cases and cause to be filed appropriate applications with the Bankruptcy Court for authority to retain the services of any other professionals, as necessary.

**General**

**BE IT RESOLVED**, that all acts lawfully done or actions lawfully taken by any Authorized Officer, for, on behalf of and in the name of the Company and the AMH Parties in all their Applicable Capacities, to seek relief on behalf of each of the AMH Parties under chapter 11 of the Bankruptcy Code or in connection with the Chapter 11 Cases in connection with such proceedings, or any matter related thereof, be, and hereby are, adopted, ratified, confirmed, and approved in all respects as the acts and deeds of the AMH Parties, as applicable;

**BE IT FURTHER RESOLVED**, that the Authorized Officers be, and each of them hereby is, authorized, empowered, and directed, for, on behalf of and in the name of the Company and the AMH Parties in all their Applicable Capacities, to cause each of the AMH Parties, as applicable, to enter into, execute, deliver, certify, file, and/or record and perform such agreements, instruments, motions, affidavits, applications for approvals or ruling of governmental or regulatory authorities, certificates, or other documents, to incur all such fees and expenses and to take such other action, as in the judgment of such Authorized Officer shall be or become necessary, proper and desirable to prosecute to a successful completion of the Chapter 11 Cases, and to carry out and put into effect the purposes of the foregoing resolutions and the transactions contemplated by these resolutions;

**BE IT FURTHER RESOLVED**, that the Authorized Officers be, and each of them hereby is, authorized and empowered, with full power of delegation, for, on behalf of and in the name of the Company and the AMH Parties in all their Applicable Capacities, to amend, supplement or otherwise modify from time to time the terms of any documents, certificates, instruments, agreements, or other writings referred to in the foregoing resolutions; and

**BE IT FURTHER RESOLVED**, that all acts, actions and transactions that are consistent with the foregoing resolutions done for, on behalf of and in the name of the Company and the AMH Parties in all their Applicable Capacities, which acts would have been approved by the foregoing resolutions except that such acts were taken before these resolutions were certified, are hereby adopted, ratified, confirmed, and approved in all respects as the acts and deeds of the AMH Parties, as applicable.



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

In re:  ALTA MESA RESOURCES, INC., <i>et al.</i> ,  Debtors. <sup>1</sup>	§ § § § § § § §	Case No. 19-_____  Chapter 11  (Joint Administration Requested)
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**CONSOLIDATED LIST OF CREDITORS WHO HAVE THE 30 LARGEST  
UNSECURED CLAIMS AND ARE NOT INSIDERS**

The above-captioned debtors and debtors in possession (collectively, the "**Debtors**") hereby certify that the *Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* submitted herewith contains the names and addresses of the Debtors' top 30 unsecured creditors. The list has been prepared from the unaudited books and records of the Debtors. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in the Debtors' chapter 11 cases. The list does not include (i) persons that come within the definition of "insider" set forth in 11 U.S.C. § 101(31) or (ii) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 30 largest unsecured claims. The information contained herein shall not constitute an admission of liability by, nor is it binding on, the Debtors. Moreover, nothing herein shall affect the Debtors' rights to challenge the amount or characterization of any claim at a later date. The failure to list a claim as contingent, unliquidated or disputed does not constitute a waiver of the Debtors' rights to contest the validity, priority and/or amount of any such claim.

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<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers are as follows: Alta Mesa Resources, Inc. (3840); Alta Mesa Holdings, LP (5150); Alta Mesa Holdings GP, LLC (0642); OEM GP, LLC (0958); Alta Mesa Finance Services Corp. (5673); Alta Mesa Services, LP (7295); and Oklahoma Energy Acquisitions, LP (3762). The location of the Debtors' corporate headquarters and service address is 15021 Katy Freeway, 4th Floor, Houston, Texas 77094.

Debtor name: Alta Mesa Resources, Inc., et al.  
 United States Bankruptcy Court for the Southern District of Texas \_\_\_\_\_  
 Case number (If known): 19- \_\_\_\_\_

Check if this is an amended filing

**Official Form 204**

**Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	U.S. Bank National Association 111 Fillmore Avenue St. Paul, MN 55107-1402	Maun J. Cowen, Vice President T: +1 (651) 466-6781 F: +1 (651) 466-7367  Diana Jacobs E: diana.jacobs@usbank.com	Unsecured Note		\$0	\$0	\$509,277,397
2	TGS USA CORPORATION 2200 WEST LOOP SOUTH SUITE 800 HOUSTON TX 77027	Alicia Mondolo T: +1 (832) 912-4276	Trade Debt		\$0	\$0	\$1,609,335
3	QES PRESSURE PUMPING LLC 1415 Louisiana, Suite 2900 Houston, TX 77002	Chris Baker VP & COO T: +1 (832) 518-4094 T: +1 (620) 431-9210 F: +1 (620) 431-0012	Trade Debt		\$0	\$0	\$1,342,514
4	KODIAK GAS SERVICES LLC 15320 HWY 105 W SUITE 210 MONTGOMERY TX 77356	Ewan Hamilton T: +1 (936) 539-3300 E: ewan.hamilton@kodiakgas.com	Trade Debt		\$0	\$0	\$1,180,088
5	CHAPARRAL ENERGY LLC 701 Cedar Lake Blvd. Oklahoma City, OK 73114	Dusty Winkler T: +1 (405) 478-8770 E: dusty.winkler@chaparralenergy.com	Trade Debt		\$0	\$0	\$1,155,918
6	STEP ENERGY SERVICES 480 WILDWOOD FOREST DRIVE SPRING, TX 77380	D. Micah Hatten T: +1 (281) 442-9095	Trade Debt		\$0	\$0	\$697,281
7	EVERGREEN OFFICE 2012 LLC 2520 RESEARCH FOREST BLVD SUITE 440 THE WOODLANDS, TX 77381	George C. Lake T: +1 (281) 759-1120	Lease Rejection	contingent, unliquidated	\$0	\$0	\$691,400
8	CARLLSON INVESTMENTS LLC (Quail Spring) 210 PARK AVE STE 700 Oklahoma City, OK 73102	Trey Dupay T: +1 (405) 843-7474	Lease Rejection	contingent, unliquidated	\$0	\$0	\$570,099
9	TETRA TECHNOLOGIES INC 24955 INTERSTATE 45 NORTH THE WOODLANDS, TX 77380	V. Serrano Elijio T: +1 (281) 367-1983	Trade Debt		\$0	\$0	\$345,026

Exhibit 3

10	THRU TUBING SOLUTIONS 4800 SOUTH COUNCIL ROAD OKLAHOMA CITY OK 73179	Andrew Ferguson T: +1 (580) 225-6977 F: +1 (580) 225-7077	Trade Debt		\$0	\$0	\$316,992
11	CIMARRON ELECTRIC 19306 HWY 81 N Kingfisher, OK 73750	Mark Andrews VP of Finance T: +1 (405) 375-4121 F: +1 (405) 375-4209	Trade Debt		\$0	\$0	\$300,040
12	MARSAU ENTERPRISES INC 1209 N. 30TH ENID OK 73701	Craig Collins T: +1 (580) 233-3910 F: +1 (580) 233-5063	Trade Debt		\$0	\$0	\$299,413
13	HALLIBURTON ENERGY 3000 N. Sam Houston Pkwy E. Houston, TX 77032	Lance Loeffler T: +1 (281) 871-4000	Trade Debt		\$0	\$0	\$288,255
14	PERMIAN WELLS SERVICE S Main St Ringwood, OK 73768	Rick Kokojan President T: +1 (580) 883-4945	Trade Debt		\$0	\$0	\$279,164
15	WEATHERFORD US LP 2000 SAINT JAMES PLACE HOUSTON, TX. 77056	Christoph Bausch T: +1 (713) 836-4000	Trade Debt		\$0	\$0	\$268,471
16	BOSQUE DISPOSAL SYSTEMS LLC 420 THROCKMORTON ST SUITE 640 FORT WORTH TX 76102	Gary Egger, CFO T: +1 (817) 289-0154	Trade Debt		\$0	\$0	\$244,362
17	MILROC DISTRIBUTION LLC 20568 US HWY 81 KINGFISHER, OK 73750	David Wells CFO & Treasurer T: +1 (580) 256-0061	Trade Debt		\$0	\$0	\$240,421
18	JET SPECIALTY INC 211 MARKET AVENUE BOERNE TX. 78006	Ted Williams CFO T: +1 (830) 331-9457 F: +1 (830) 331-9480	Trade Debt		\$0	\$0	\$223,799
19	CATHEDRAL ENERGY SERVICES 1801 BROADWAY STREET DENVER CO 80202	P. Scott MacFarlane CFO T: +1 (303) 825-1001 F: +1 (303) 825-1991	Trade Debt		\$0	\$0	\$209,888
20	BRONCO OILFIELD SERVICES INC 4001 WEST 7TH STREET ELK CITY, OK 73648	Mark DeGarmo, VP of Operations T: +1 (580) 225-9168	Trade Debt		\$0	\$0	\$197,222
21	BASIC ENERGY SERVICES, LP 10830 SOUTH OAKWOOD RD. WAUKOMIS, OK 73773	David Schorlemer, CFO T: +1 (580) 758-1234	Trade Debt		\$0	\$0	\$183,056
22	KODA SERVICES INC 318 Northwest Highway 270 Woodward, OK 73801	Marty Weder T: +1 (580) 254-5019	Trade Debt		\$0	\$0	\$155,848
23	ORCO SERVICE LLC 14138 E 650 Rd, Hennessey, OK 73742	Glenda Bossa T: +1 (405) 853-7212 F: +1 (405) 853-7412	Trade Debt		\$0	\$0	\$148,434
24	USA COMPRESSION 100 CONGRESS AVE. SUITE 450 AUSTIN, TX. 78701	Matt Liuzzi T: +1 (512) 473-2662	Trade Debt		\$0	\$0	\$147,398
25	WESTERN LAND SERVICES 1100 CONRAD INDUSTRIAL DR LUDINGTON, MI 49431	Shawn Fields, President T: +1 (231) 843-8878	Trade Debt		\$0	\$0	\$144,943
26	JW POWER COMPANY 15505 Wright Brothers Drive Addison, TX 75001	Kavin Tubbs VP & Treasurer T: +1 (972) 233-8191	Trade Debt		\$0	\$0	\$137,110
27	ULTERRA DRILLING TECHNOLOGIES 201 Main St. Suite 1660 Fort Worth, TX 76102	Maria Mejia T: +1 (817) 213-7555 E: mmejia@ulterra.com	Trade Debt		\$0	\$0	\$126,228
28	PANTHER DRILLING SYSTEMS 14201 CALIBER DRIVE SUITE 300 OKLAHOMA, OK 73134	Mark Layton T: +1 (405) 896-9300	Trade Debt		\$0	\$0	\$122,290
29	SPINNAKER OILFIELD SERVICES CO 440 COBIA DRIVE KATY, TX 77494	Michael Morreale T: +1 (713) 437-3515	Trade Debt		\$0	\$0	\$116,703

## Exhibit 3

30	<p>Plumbers and Pipefitters National Pension Fund</p>	<p>Robbins Geller Rudman &amp; Dowd LLP 58 South Service Road, Suite 200 Melville, NY 11747 Samuel Rudman +1 (631) 367-7100 SRudman@rgrdlaw.com</p> <p>O'Donoghue &amp; O'Donoghue LLP 5301 Wisconsin Avenue, N.W., Suite 800 Washington, DC, 20015 LOUIS P. MALONE +1 (202) 362-0041 (T) +1 (202) 362-2640 (F)</p>	Shareholder lawsuit	Contingent, unliquidated, disputed	\$0	\$0	\$0
	<p>Camelot Event Driven Fun, A Series of Frank Funds Trust</p>	<p>Ajamie LLP Attn. Thomas R. Ajamie Pennzoil Place- South Tower 711 Louisiana, Suite 2150 Houston, TX 77002 Thomas R. Ajamie +1 (713) 860-1600 tajamie@ajamie.com</p> <p>Labaton Sucharow LLP 140 Broadway New York, NY 10005 Christopher J. Keller (212) 907-0700 ckeller@labaton.com</p>					
	<p>FNY Partners Fund LP and FNY Managed Accounts, LLC</p>	<p>Entwistle &amp; Cappucci LLP 299 Park Avenue, 20th floor New York, NY 10017 Andrew Entwistle +1 (512) 710-5960 aentwistle@entwistle-law.com</p>					

Fill in this information to identify the case and this filing:

Debtor Name Alta Mesa Resources, Inc., et al.

United States Bankruptcy Court for the Southern District of Texas

Case number (if known): 19-\_\_\_\_\_

**Official Form 202**

**Declaration Under Penalty of Perjury for Non-Individual Debtors** **12/15**

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

**WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.**

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership, or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property* (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- Schedule H: Codebtors* (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- Amended Schedule* \_\_\_\_\_
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- Other document that requires a declaration \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 09/11/2019  
MM/DD/YYYY

X

Signature of individual on behalf of debtor

John C. Regan  
Printed name

Chief Financial Officer  
Position or relationship to debtor

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

In re:  ALTA MESA SERVICES, LP,  <p style="text-align: right;">Debtor.</p>	§ § § § § § § §	Chapter 11  Case No. 19-_____
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**LIST OF EQUITY SECURITY HOLDERS<sup>1</sup>**

Equity Holders	Address of Equity Holder	Percentage of Equity Held
Alta Mesa Holdings, LP	15021 Katy Freeway, 4th Floor Houston, Texas 77094	99.9%
OEM GP, LLC	15021 Katy Freeway, 4th Floor Houston, Texas 77094	0.1%

<sup>1</sup> This list serves as the disclosure required to be made by the Debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case.

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

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In re:	§	Chapter 11
	§	
ALTA MESA SERVICES, LP,	§	Case No. 19-_____
	§	
Debtor.	§	

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**CORPORATE OWNERSHIP STATEMENT**

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the Debtor's equity interest:

Alta Mesa Holdings, LP

Fill in this information to identify the case and this filing:

Debtor Name Alta Mesa Services, LP

United States Bankruptcy Court for the Southern District of Texas

Case number (if known): 19-\_\_\_\_\_

**Official Form 202**

**Declaration Under Penalty of Perjury for Non-Individual Debtors** **12/15**

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**WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.**

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership, or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property* (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- Schedule H: Codebtors* (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- Amended Schedule* \_\_\_\_\_
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- Other document that requires a declaration Corporate Ownership Statement; List of Equity Security Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 09/11/2019  
MM/DD/YYYY

X

\_\_\_\_\_  
Signature of individual on behalf of debtor

John C. Regan  
Printed name

Chief Financial Officer  
Position or relationship to debtor



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

<p>In re:</p> <p>ALTA MESA RESOURCES, INC., <i>et al.</i>,</p> <p style="text-align: center;">Debtors.<sup>1</sup></p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p>Chapter 11</p> <p>Case No. 19-35133 (MI)</p> <p>(Jointly Administered)</p>
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**AMR/AMH DEBTORS’ AND AMH PLAN ADMINISTRATOR’S NOTICE OF NON-ACCEPTANCE AND ABANDONMENT OF CERTAIN ASSETS BY THE AMH PLAN ADMINISTRATION TRUST UNDER FIRST AMENDED JOINT PLAN OF LIQUIDATION OF ALTA MESA RESOURCES, INC. AND ITS AMH AND SRII DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**To: All Parties-in-Interest**

On May 27, 2020, the Bankruptcy Court<sup>2</sup> entered an order [D.I. 1778] (the “Confirmation Order”) confirming the *First Amended Joint Plan of Liquidation of Alta Mesa Resources, Inc. and its AMH and SRII Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [D.I. 1757] (the “Plan”).

Pursuant to Article V.F of the Plan, upon the Effective Date all AMH Plan Administration Trust Assets will vest in the AMH Plan Administration Trust, subject to the right of the AMH Plan Administration Trust to abandon or otherwise not accept assets that the AMH Plan Administrator believes, in good faith, have no value to the AMH Plan Administration Trust.

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<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers are as follows: Alta Mesa Resources, Inc. (3840); Alta Mesa Holdings, LP (5150); Alta Mesa Holdings GP, LLC (0642); OEM GP, LLC (0958); Alta Mesa Finance Services Corp. (5673); Alta Mesa Services, LP (7295); and Oklahoma Energy Acquisitions, LP (3762); SRII Opco, LP (5874) and SRII Opco GP, LLC (3729); and Kingfisher Midstream, LLC (1357); Oklahoma Produced Water Solutions, LLC (0256); Kingfisher STACK Oil Pipeline, LLC (8858); and Cimarron Express Pipeline, LLC (1545). The location of the Debtors’ corporate headquarters and service address is 15021 Katy Freeway, 4th Floor, Houston, Texas 77094.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings assigned in the Plan (as defined below).

The AMR/AMH Debtors hereby provide notice that, in accordance with its rights under Article V.F of the Plan, the AMH Plan Administrator determined, prior to the Effective Date, that the AMH Plan Administration Trust does not accept and abandons any interests, rights, or title that the AMR/AMH Debtors may hold in any oil and gas assets and any and all rights, liabilities and obligations associated with, arising from, or relating to AMR/AMH Debtors' ownership and/or operation of such assets, including, without limitation, any interests, rights, obligations, title or other property identified on **Exhibit A** hereto (collectively, the "Abandoned Assets"). Notwithstanding the foregoing, the Abandoned Assets shall not include those oil and gas assets to be transferred to Tributary Resources, LLC in accordance with paragraph 139 of the Confirmation Order.

For the avoidance of doubt, the AMR/AMH Debtors assert that they hold no interest in the Abandoned Assets and that such assets were the property of non-Debtor entities, including Meridian Resource and Exploration, LLC, before giving effect to the *Order on Trustee's Emergency Motion for Authority to Abandon the Meridian Resource and Exploration, LLC's Wells Located in Louisiana* (Case No. 20-30602, Doc. No. 216), a copy of which is attached here at **Exhibit B**. However, to the extent that the AMR/AMH Debtors have any interest in such assets or any others that are similarly situated, such assets have been determined, in accordance with Article V.F of the Plan, by the AMH Plan Administration Trust to have no value to the trust, the trust refuses to accept them, and they are hereby abandoned pursuant to such provision.

*[Remainder of Page Left Intentionally Blank]*

Dated: June 8, 2020  
Houston, Texas

Respectfully,

/s/ John F. Higgins

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in its capacity as AMH Plan Administrator*

Debtor Name	Field Name	Well Serial Num	Well Name	Well Number	API Num	Parish Name	State
ALTA MESA SERVICES, LP	BAYOU BILOXI	227090	CRIS I RA SUB;B MARSH LDS 1		1	17087202990000	SAINT BERNARD LA
ALTA MESA SERVICES, LP	BAYOU BILOXI	227091	BILOXI MARSH LANDS 6		1	17087203000000	SAINT BERNARD LA
ALTA MESA SERVICES, LP	BAYOU BILOXI	228219	BILOXI MARSH LANDS 6		3	17087203140000	SAINT BERNARD LA
ALTA MESA SERVICES, LP	BAYOU BILOXI	228411	CRIS I RB SUA;BILOXI MARSH 18		1	17087203160000	SAINT BERNARD LA
ALTA MESA SERVICES, LP	BAYOU BILOXI	229230	CRIS I RF SUA;BML 19		1	17087203200000	SAINT BERNARD LA
ALTA MESA SERVICES, LP	BAYOU BILOXI	229295	CRIS I RE SUA;BML 22/SL 17980		1	17087203220000	SAINT BERNARD LA
ALTA MESA SERVICES, LP	BAYOU BILOXI	229453	CRIS I RC SUA;SL 17958		1	17087203250000	SAINT BERNARD LA
ALTA MESA SERVICES, LP	BAYOU BILOXI	229597	CRIS I RF SUA;BML 24	001-ALT		17087203280000	SAINT BERNARD LA
ALTA MESA SERVICES, LP	BAYOU BILOXI	229719	CRIS I RG SUA;BML 7		2	17087203290000	SAINT BERNARD LA
ALTA MESA SERVICES, LP	BAYOU BILOXI	229860	CRIS I RG SUA;BML 7	003-ALT		17087203330000	SAINT BERNARD LA
ALTA MESA SERVICES, LP	BAYOU BILOXI	229908	BILOXI MARSH LANDS 7		4	17087203340000	SAINT BERNARD LA
ALTA MESA SERVICES, LP	BAYOU BILOXI	229969	CRIS I RI SUA;BML5/SL 17772		1	17087203350000	SAINT BERNARD LA
ALTA MESA SERVICES, LP	BAYOU BILOXI	230056	CRIS I RH SUA;BML 8		1	17087203360000	SAINT BERNARD LA
ALTA MESA SERVICES, LP	BAYOU BILOXI	230238	BILOXI MARSH LANDS 31		1	17087203390000	SAINT BERNARD LA
ALTA MESA SERVICES, LP	BAYOU BILOXI	230488	CRIS I RD SUA;L A PREJEAN ETAL		1	17087203450000	SAINT BERNARD LA
ALTA MESA SERVICES, LP	BECKWITH CREEK	245478	HYB RI SUA;BURLINGTON RES 7		1	17019223120000	CALCASIEU LA
ALTA MESA SERVICES, LP	BELL CITY	230670	CIB H RC SUA;T J LITEL		1	17019220370000	CALCASIEU LA
ALTA MESA SERVICES, LP	BON AIR	233019	MT RF SUA;MALLET		1	17053214010000	JEFFERSON DAVIS LA
ALTA MESA SERVICES, LP	BON AIR	235004	FONTENOT		1	17053214250000	JEFFERSON DAVIS LA
ALTA MESA SERVICES, LP	CHANDELEUR SOUND ADDITION BLOCK 43	230885	SL 18315		1	17730200410000	SAINT BERNARD LA
ALTA MESA SERVICES, LP	CHANDELEUR SOUND ADDITION BLOCK 43	232396	CRIS I RA SUA;SL 18307		1	17730200450000	SAINT BERNARD LA
ALTA MESA SERVICES, LP	CHANDELEUR SOUND ADDITION BLOCK 43	232567	SL 18373		1	17730200420000	SAINT BERNARD LA
ALTA MESA SERVICES, LP	CHANDELEUR SOUND BLOCK 73	230273	BIG HUM RA SUA;BML 28	001-ALT		17727205380000	SAINT BERNARD LA
ALTA MESA SERVICES, LP	CHANDELEUR SOUND BLOCK 73	230494	BIG HUM RA SUA;SL 18041		1	17727205370000	SAINT BERNARD LA
ALTA MESA SERVICES, LP	CHANDELEUR SOUND BLOCK 73	230613	SL 18041		2	17727205390000	SAINT BERNARD LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	36698	SL 340 COTE BLANCHE ISLAND		15	17101009350000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	50046	SL 340 COTE BLANCHE ISLAND SWD		23	17101008970000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	51496	SL 340 COTE BLANCHE ISLAND		24	17101008980000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	59932	SL 340 COTE BLANCHE ISLAND		30	17101009440000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	60593	SL 340 COTE BLANCHE ISLAND		31	17101009450000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	62455	SL 340 COTE BLANCHE ISLAND		32	17101009460000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	64470	SL 340 COTE BLANCHE ISLAND		33	17101009470000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	66134	SL 340 COTE BLANCHE ISLAND	033D		17101009470000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	72754	SL 340 COTE BLANCHE ISLAND		45	17101009580000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	73295	SL 340 COTE BLANCHE ISLAND		46	17101009010000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	74936	SL 340 COTE BLANCHE ISLAND		51	17101009620000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	75593	SL 340 COTE BLANCHE ISLAND	046D		17101009010000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	77632	SL 340 COTE BLANCHE ISLAND		55	17101009630000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	78292	SL 340 COTE BLANCHE ISLAND		58	17101009050000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	79534	SL 340 COTE BLANCHE ISLAND	030D		17101009440000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	81342	SL 340 COTE BLANCHE ISLAND	045D		17101009580000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	83368	SL 340 COTE BLANCHE ISLAND		59	17101009060000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	84211	SL 340 COTE BLANCHE ISLAND		53	17101009030000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	86430	SL 340 COTE BLANCHE ISLAND		57	17101009650000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	88207	SL 340 COTE BLANCHE ISLAND	057D		17101009650000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	89962	SL 340 COTE BLANCHE ISLAND		66	17101009090000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	90313	SL 340 COTE BLANCHE ISLAND		67	17101009100000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	92443	SL 340 COTE BLANCHE ISLAND	058D		17101009050000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	92628	SL 340 COTE BLANCHE ISLAND		68	17101009110000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	92941	SL 340 COTE BLANCHE ISLAND	053D		17101009030000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	92942	SL 340 COTE BLANCHE ISLAND	059D		17101009060000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	93007	SL 340 COTE BLANCHE ISLAND	066D		17101009090000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	93665	SL 340 COTE BLANCHE ISLAND		69	17101009120000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	94755	SL 340 COTE BLANCHE ISLAND	067D		17101009100000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	95139	SL 340 COTE BLANCHE ISLAND	068D		17101009110000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	96985	SL 340 COTE BLANCHE ISLAND	069D		17101009120000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	98118	SL 340 COTE BLANCHE ISLAND		73	17101009150000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	101012	SL 340 COTE BLANCHE ISLAND	073D		17101009150000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	105117	SL 340 COTE BLANCHE ISLAND	023D		17101008970000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	110726	SL 340 COTE BLANCHE ISLAND		80	17101021180000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	115654	SL 340 COTE BLANCHE ISLAND		78	17101022260000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	116883	SL 340 COTE BLANCHE ISLAND	080D		17101021180000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	129054	SL 340 COTE BLANCHE ISLAND		89	17101202700000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	129832	SL 340 COTE BLANCHE ISLAND		92	17101202830000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	131018	SL 340 COTE BLANCHE ISLAND		94	17101203080000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	131307	SL 340 COTE BLANCHE ISLAND		95	17101203160000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	132809	SL 340 COTE BLANCHE ISLAND		99	17101203620000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	133808	SL 340 COTE BLANCHE ISLAND		97	17101203790000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	135100	SL 340 COTE BLANCHE ISLAND		103	17101204070000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	135289	SL 340 COTE BLANCHE ISLAND		105	17101204120000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	135873	SL 340 COTE BLANCHE ISLAND		98	17101204540000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	141251	SL 340 COTE BLANCHE ISLAND		117	17101206220000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	142240	SL 340 COTE BLANCHE ISLAND		121	17101206500000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	142916	SL 340 COTE BLANCHE ISLAND		124	17101206770000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	143357	SL 340 COTE BLANCHE ISLAND		129	17101206960000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	143358	SL 340 COTE BLANCHE ISLAND		130	17101206970000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	143550	SL 340 COTE BLANCHE ISLAND		131	17101207010000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	143727	SL 340 COTE BLANCHE ISLAND		135	17101207060000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	143820	SL 340 COTE BLANCHE ISLAND		132	17101207090000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	144242	SL 340 COTE BLANCHE ISLAND		136	17101207190000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	144529	SL 340 COTE BLANCHE ISLAND	131-D		17101207100000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	144553	SL 340 COTE BLANCHE ISLAND		137	17101207290000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	144663	SL 340 COTE BLANCHE ISLAND		139	17101207310000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	145114	SL 340 COTE BLANCHE ISLAND	137-D		17101207290000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	145253	SL 340 COTE BLANCHE ISLAND		149	17101207560000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	145304	SL 340 COTE BLANCHE ISLAND		154	17101207610000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	147468	SL 340 COTE BLANCHE ISLAND		127	17101208340000	SAINT MARY LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	158195	SL 340 COTE BLANCHE ISLAND		166	17101210270000	SAINT MARY LA

ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	184651	SL 340 COTE BLANCHE ISLAND	182	17101213440000	SAINT MARY	LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	192628	SL 340 COTE BLANCHE ISLAND	184	17101213710000	SAINT MARY	LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	213187	SL 340 COTE BLANCHE ISLAND	181	17101218310000	SAINT MARY	LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	225960	SL 340 COTE BLANCHE ISLAND	186	17101221280000	SAINT MARY	LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	232244	SL 340 COTE BLANCHE ISLAND	190	17101222500000	SAINT MARY	LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	232245	SL 340 COTE BLANCHE ISLAND	191	17101222510000	SAINT MARY	LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	233048	SL 340 COTE BLANCHE ISLAND	187	17101222370000	SAINT MARY	LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	236373	SL 340 COTE BLANCHE ISLAND	189	17101223250000	SAINT MARY	LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	972539	SL 340 COTE BLANCHE ISLAND SWD	1	17101880460000	SAINT MARY	LA
ALTA MESA SERVICES, LP	COTE BLANCHE ISLAND	972588	SL 340 COTE BLANCHE ISLAND SWD	2	17101880560000	SAINT MARY	LA
ALTA MESA SERVICES, LP	GIBSON	20348	PELICAN	2	17109003520000	TERREBONNE	LA
ALTA MESA SERVICES, LP	GIBSON	21275	PELICAN	6	17109003540000	TERREBONNE	LA
ALTA MESA SERVICES, LP	GIBSON	28863	REALTY OPERATORS B	16	17109003350000	TERREBONNE	LA
ALTA MESA SERVICES, LP	GIBSON	81350	REALTY OPERATORS B	31	17109003200000	TERREBONNE	LA
ALTA MESA SERVICES, LP	GIBSON	95989	REALTY OPERATORS B 5T UN 4	2	17109003040000	TERREBONNE	LA
ALTA MESA SERVICES, LP	GIBSON	96347	REALTY OPERATORS B	031D	17109003200000	TERREBONNE	LA
ALTA MESA SERVICES, LP	GIBSON	97375	SL 483 REALTY OPRES UN4	002D	17109003040000	TERREBONNE	LA
ALTA MESA SERVICES, LP	GIBSON	125676	O SUR; PELICAN	20	17109204610000	TERREBONNE	LA
ALTA MESA SERVICES, LP	GIBSON	142511	R RA SUA; PELICAN A	9	17109213160000	TERREBONNE	LA
ALTA MESA SERVICES, LP	MOSS LAKE, EAST	225110	F RA SUB; MERE	1	17019219220000	CALCASIEU	LA
ALTA MESA SERVICES, LP	RAMOS	231081	BIG HUM RB SUA; AVOCA INC 8	1	17101222150000	SAINT MARY	LA
ALTA MESA SERVICES, LP	RAMOS	231265	BIG HUM RA SUA; AVOCA INC 6	1	17101222200000	SAINT MARY	LA
ALTA MESA SERVICES, LP	ST GABRIEL	35184	MARY WALKER GOSTON	1	17047006470000	IBERVILLE	LA
ALTA MESA SERVICES, LP	ST GABRIEL	39253	NATALBANY LBR CO B	8	17047006500000	IBERVILLE	LA
ALTA MESA SERVICES, LP	ST GABRIEL	40642	PONT RA SUD; PONTCHARTRAIN	1	17047006420000	IBERVILLE	LA
ALTA MESA SERVICES, LP	ST GABRIEL	77010	NATALBANY LBR CO	1	17047006530000	IBERVILLE	LA
ALTA MESA SERVICES, LP	ST GABRIEL	245131	GUEYMARD A	1	17047211090000	IBERVILLE	LA
ALTA MESA SERVICES, LP	THORNWELL, SOUTH	972572	LACASSANE CO SWD	1	17023225720000	CAMERON	LA
ALTA MESA SERVICES, LP	TURTLE BAYOU	77427	TBY O RA SU; CL&F	20	17109005390000	TERREBONNE	LA
ALTA MESA SERVICES, LP	TURTLE BAYOU	78441	TBY Y RA SU; CL&F	23	17109005780000	TERREBONNE	LA
ALTA MESA SERVICES, LP	TURTLE BAYOU	99406	CL&F	020-D	17109005390000	TERREBONNE	LA
ALTA MESA SERVICES, LP	TURTLE BAYOU	211323	CL&F	45	17109231900000	TERREBONNE	LA
ALTA MESA SERVICES, LP	TURTLE BAYOU	220512	CL&F	51	17109235810000	TERREBONNE	LA
ALTA MESA SERVICES, LP	TURTLE BAYOU	225105	CL&F	63	17109237520000	TERREBONNE	LA
ALTA MESA SERVICES, LP	TURTLE BAYOU	229933	CL&F	68	17109239250000	TERREBONNE	LA
ALTA MESA SERVICES, LP	TURTLE BAYOU, NORTH	231602	TIB O RA SUA; CL&F E	1	17109240030000	TERREBONNE	LA
ALTA MESA SERVICES, LP	TURTLE BAYOU, NORTH	971790	NORTH TURTLE BAYOU SWD	1	17109880660000	TERREBONNE	LA
ALTA MESA SERVICES, LP	VINTON, NORTHWEST	249072	HBY RJ SUA; G W BABINEAUX ETAL	1	17019223530000	CALCASIEU	LA
ALTA MESA SERVICES, LP	WEEKS ISLAND	43223	MYLES SALT COMPANY	8	17045008910000	IBERIA	LA
ALTA MESA SERVICES, LP	WEEKS ISLAND	43913	WI TO RA SU; J A SMITH B	1	17045008060000	IBERIA	LA
ALTA MESA SERVICES, LP	WEEKS ISLAND	47916	WI S RA SU; SM WKS GA U1	1	17045008630000	IBERIA	LA
ALTA MESA SERVICES, LP	WEEKS ISLAND	53702	WI J RA SU; BENJAMIN ST UN 1	1	17045008410000	IBERIA	LA
ALTA MESA SERVICES, LP	WEEKS ISLAND	55190	MYLES SALT COMPANY	008D	17045008910000	IBERIA	LA
ALTA MESA SERVICES, LP	WEEKS ISLAND	142290	E RA SUA; SMITH STATE U E	5	17045203040000	IBERIA	LA
ALTA MESA SERVICES, LP	WEEKS ISLAND	233178	W RB SUA; J A SMITH	1	17045212550000	IBERIA	LA
ALTA MESA SERVICES, LP	WEEKS ISLAND	243853	ST WEEKS BAY	22	17045212930000	IBERIA	LA
ALTA MESA SERVICES, LP	WEEKS ISLAND	245229	WI U LC RA SU; MYLES SALT CO	50	17045213030000	IBERIA	LA
ALTA MESA SERVICES, LP	WEEKS ISLAND	246553	WEEKS ISLAND ST UN A	30	17045213210000	IBERIA	LA
ALTA MESA SERVICES, LP	WEEKS ISLAND	247065	ST WEEKS BAY	29	17045213280000	IBERIA	LA
ALTA MESA SERVICES, LP	WEEKS ISLAND	247819	OA AO330	1	17045213310000	IBERIA	LA
ALTA MESA SERVICES, LP	WEEKS ISLAND	248615	WEEKS ISLAND ST UN A	33	17045213410000	IBERIA	LA
ALTA MESA SERVICES, LP	WEEKS ISLAND	248741	WI BF4 RA SU; GOODRICH-COCKE	19	17045213420000	IBERIA	LA
ALTA MESA SERVICES, LP	WEEKS ISLAND	249452	EXXON FEE	3	17045213460000	IBERIA	LA



ENTERED  
06/02/2020

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

In re:	§	
	§	
HIGH MESA, INC., <i>et al.</i> ,	§	Case No. 20-30602
	§	(Chapter 7)
Debtors.	§	(Jointly Administered)
	§	

ORDER ON TRUSTEE'S EMERGENCY MOTION FOR AUTHORITY TO ABANDON  
THE MERIDIAN RESOURCE AND EXPLORATION, LLC'S WELLS  
LOCATED IN LOUISIANA

The Court, having considered the *Emergency Motion for Authority to Abandon The Meridian Resource and Exploration, LLC's Wells Located in Louisiana* (the "**Motion**"), any objections made, any arguments or evidence presented, finds that notice of the Motion was proper, and that good cause exists to grant the relief requested therein. The Court further finds that it has jurisdiction and constitutional authority to enter a final order on this matter and the Court finds that the relief requested in the Motion is reasonable and necessary under the circumstances to protect the interests of the estate and is in the best interests of the estate. According, it is hereby

ORDERED that, to the extent that the Debtor had any interest in the assets, the Trustee is authorized to abandon The Meridian Resource and Explorations, LLC's ("**Meridian**") interest in the wells associated with the following fields (collectively, the "**Abandoned Wells**") under 11 U.S.C. § 554:

- a. Cote Blanche Island;
- b. Bayou Biloxi;
- c. Chandeleur Sound Block 43;
- d. Phoenix Lake;

- e. Saint Gabriel; and
- f. Thornwell South.

The wells subject to this abandonment include, but are not limited to, those described in Exhibit 1 to this Order; it is further

ORDERED that the State of Louisiana and the United States Environmental Protection Agency (the “Governmental Agencies”) are granted full and unfettered access to all of the Abandoned Wells for the purposes of protecting the health, safety and welfare of the citizens and property located on or in the proximity of any of Meridian’s property or operations; it is further

ORDERED that the Governmental Agencies are granted access and entry easements to the Debtors’ properties. These easements are durable and will survive the dismissal of this case; it is further

ORDERED that The Trustee shall provide the Governmental Agencies with all plans, blueprints, operating manuals, safety manuals, procedures, gate access codes, keys and other real and personal property requested by the Governmental Agencies pursuant to the exercise of the rights granted by this Order. The Trustee may make such provision by instructing his agents, Danos, LLC, or any other entity to make them available to the Governmental Agencies; it is further

ORDERED that nothing in this Order shall affect any discretion provided to the State of Louisiana in assessing the immediacy of any potential threat and act within its judgment to prevent environmental harm; it is further


ORDERED that this Order is issued pursuant to the Court’s jurisdiction arising under 28 U.S.C. § 1334, under the authority granted by 11 U.S.C. § 105 and in furtherance of 28 U.S.C. § 959; it is further

ORDERED that this Order may be recorded in the real property records pursuant to Fed. R. Civ. P. 70 as made applicable by Fed. R. Bankr. P. 7070; provided, this Order is effective upon entry and no recordation is required; it is further



ORDERED that any party-in-interest may move to modify this Order on an emergency basis at any time and the Court retains jurisdiction with respect to this Order and relief granted therein.

Signed: June 02, 2020



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Marvin Isgur  
United States Bankruptcy Judge

Exhibit 1

**Exhibit 1**

LEASE NAME	FIELD	Well Serial	API	STATE	COUNTY
BILOXI MARSH NO. 19-1	BAYOU BILOXI	229230	17087203200000	LA	ST. BERNARD
BILOXI MARSH NO. 24-1	BAYOU BILOXI	229597	17087203280000	LA	ST. BERNARD
PREJEAN #1	BAYOU BILOXI	230488	17087203450000	LA	ST. BERNARD
SL 18315 #1	BAYOU BILOXI	230885	17730200410000	LA	ST BERNARD
BILOXI MARSH SL 17958 1	BAYOU BILOXI	229453	17087203250000	LA	ST BERNARD
BML22/SL17980	BAYOU BILOXI	229295	17087203220000	LA	ST BERNARD
SL 18307 #1	Chandeleur Sound Blk 43	232396	17730200450000	LA	ST BERNARD
SL 18373 #1	Chandeleur Sound Blk 43	232567	17730200420000	LA	ST BERNARD
SL 340 001 SWD	COTE BLANCHE ISLAND	972539	17101880460000	LA	ST MARY
SL 340 002 SWD	COTE BLANCHE ISLAND	972588	17101880560000	LA	ST MARY
SL 340 023 SWD	COTE BLANCHE ISLAND	50046	17101008970000	LA	ST MARY
SL 340 024	COTE BLANCHE ISLAND	51496	17101008980000	LA	ST MARY
SL 340 030D	COTE BLANCHE ISLAND	59932	17101009440000	LA	ST MARY
SL 340 031	COTE BLANCHE ISLAND	60593	17101009450000	LA	ST MARY
SL 340 032	COTE BLANCHE ISLAND	62455	17101009460000	LA	ST MARY
SL 340 033D	COTE BLANCHE ISLAND	66134	17101009470000	LA	ST MARY
SL 340 045D	COTE BLANCHE ISLAND	72754	17101009580000	LA	ST MARY
SL 340 046D	COTE BLANCHE ISLAND	73295	17101009010000	LA	ST MARY
SL 340 051	COTE BLANCHE ISLAND	74936	17101009620000	LA	ST MARY
SL 340 053	COTE BLANCHE ISLAND	84211	17101009030000	LA	ST MARY
SL 340 055	COTE BLANCHE ISLAND	77632	17101009630000	LA	ST MARY
SL 340 057D	COTE BLANCHE ISLAND	88207	17101009650000	LA	ST MARY

SL 340 058	COTE BLANCHE ISLAND	78292	17101009050000	LA	ST MARY
SL 340 059D	COTE BLANCHE ISLAND	92942	17101009060000	LA	ST MARY
SL 340 066D	COTE BLANCHE ISLAND	89962	17101009090000	LA	ST MARY
SL 340 067D	COTE BLANCHE ISLAND	90313	17101009100000	LA	ST MARY
SL 340 068D	COTE BLANCHE ISLAND	92628	17101009110000	LA	ST MARY
SL 340 069D	COTE BLANCHE ISLAND	93665	17101009120000	LA	ST MARY
SL 340 073D	COTE BLANCHE ISLAND	98118	17101009150000	LA	ST MARY
SL 340 078	COTE BLANCHE ISLAND	115654	17101022260000	LA	ST MARY
SL 340 080	COTE BLANCHE ISLAND	110726	17101021180000	LA	ST MARY
SL 340 089	COTE BLANCHE ISLAND	129054	17101202700000	LA	ST MARY
SL 340 092	COTE BLANCHE ISLAND	129832	17101202830000	LA	ST MARY
SL 340 094	COTE BLANCHE ISLAND	131018	17101203080000	LA	ST MARY
SL 340 095	COTE BLANCHE ISLAND	131307	17101203160000	LA	ST MARY
SL 340 097	COTE BLANCHE ISLAND	133808	17101203790000	LA	ST MARY
SL 340 098	COTE BLANCHE ISLAND	135873	17101204540000	LA	ST MARY
SL 340 099	COTE BLANCHE ISLAND	132809	17101203620000	LA	ST MARY
SL 340 103	COTE BLANCHE ISLAND	135100	17101204070000	LA	ST MARY
SL 340 105	COTE BLANCHE ISLAND	135289	17101204120000	LA	ST MARY
SL 340 117	COTE BLANCHE ISLAND	141251	17101206220000	LA	ST MARY
SL 340 121	COTE BLANCHE ISLAND	142240	17101206500000	LA	ST MARY
SL 340 124	COTE BLANCHE ISLAND	142916	17101206770000	LA	ST MARY
SL 340 127	COTE BLANCHE ISLAND	147468	17101208340000	LA	ST MARY
SL 340 129	COTE BLANCHE ISLAND	143357	17101206960000	LA	ST MARY
SL 340 130	COTE BLANCHE ISLAND	143358	17101206970000	LA	ST MARY
SL 340 131	COTE BLANCHE ISLAND	143550	17101207010000	LA	ST MARY
SL 340 131D	COTE BLANCHE ISLAND	144529	17101207010000	LA	ST MARY

SL 340 132	COTE BLANCHE ISLAND	143820	17101207090000	LA	ST MARY
SL 340 135	COTE BLANCHE ISLAND	143727	17101207060000	LA	ST MARY
SL 340 136	COTE BLANCHE ISLAND	144242	17101207190000	LA	ST MARY
SL 340 137D	COTE BLANCHE ISLAND	144553	17101207290000	LA	ST MARY
SL 340 139	COTE BLANCHE ISLAND	144663	17101207310000	LA	ST MARY
SL 340 149	COTE BLANCHE ISLAND	145253	17101207560000	LA	ST MARY
SL 340 154	COTE BLANCHE ISLAND	145304	17101207610000	LA	ST MARY
SL 340 166	COTE BLANCHE ISLAND	158195	17101210270000	LA	ST MARY
SL 340 181	COTE BLANCHE ISLAND	213187	17101218310000	LA	ST MARY
SL 340 182	COTE BLANCHE ISLAND	184651	17101213440000	LA	ST MARY
SL 340 184	COTE BLANCHE ISLAND	192628	17101213710000	LA	ST MARY
SL 340 186	COTE BLANCHE ISLAND	225960	17101221280000	LA	ST MARY
SL 340 187	COTE BLANCHE ISLAND	233048	17101222370000	LA	ST MARY
SL 340 189	COTE BLANCHE ISLAND	236373	17101223250000	LA	ST MARY
SL 340 190	COTE BLANCHE ISLAND	232244	17101222500000	LA	ST MARY
SL 340 191	COTE BLANCHE ISLAND	232245	17101222510000	LA	ST MARY
E.W BROWN #2	PHOENIX LAKE	234618	17019221290000	LA	CALCASIEU
GUEYMARD A#1	SAIN'T GABRIEL	245131	17047211090000	LA	IBERVILLE
M. GOSTON 1	SAIN'T GABRIEL	35184	17047006470000	LA	IBERVILLE
NATALBANY LUMBER CO 1	SAIN'T GABRIEL	77010	17047006530000	LA	IBERVILLE
NATALBANY LUMBER CO. B-8	SAIN'T GABRIEL	39253	17047006500000	LA	IBERVILLE
PONTCHARTRAIN LEVEE	SAIN'T GABRIEL	40642	17047006420000	LA	IBERVILLE
LACASSANE CO SWD #1	THORNWELL, SOUTH	972572	17023225720000	LA	CAMERON

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

In re: )  
 ) Chapter 11  
ALTA MESA RESOURCES, INC., et al., )  
 ) Case No. 19-35133 (MI)  
 )  
 Debtors.<sup>1</sup> ) (Jointly Administered)  
 )  
 )

**NOTICE OF ENTRY OF CONFIRMATION  
ORDER AND EFFECTIVE DATE OF FIRST AMENDED JOINT PLAN  
OF LIQUIDATION OF ALTA MESA RESOURCES, INC. AND ITS AMH AND  
SRII DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**TO ALL CREDITORS, INTEREST HOLDERS, AND OTHER PARTIES IN INTEREST:**

**PLEASE TAKE NOTICE** that on May 27, 2020, the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) entered an order (the “Confirmation Order”) confirming the *First Amended Joint Plan of Reorganization of Alta Mesa Resources, Inc. and Its AMH and SRII Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 1757] (as modified or amended, the “Plan”),<sup>2</sup> in the chapter 11 cases of Alta Mesa Resources, Inc. (“AMR”), the AMH Debtors, and the SRII Debtors (collectively, the “AMR/AMH Debtors”).<sup>3</sup> Unless otherwise defined in this Notice, capitalized terms and phrases used herein have the meanings given to them in the Plan and the Confirmation Order. This

<sup>1</sup> The debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers are as follows: Alta Mesa Resources, Inc. (3840); Alta Mesa Holdings, LP (5150); Alta Mesa Holdings GP, LLC (0642); OEM GP, LLC (0958); Alta Mesa Finance Services Corp. (5673); Alta Mesa Services, LP (7295); Oklahoma Energy Acquisitions, LP (3762); SRII Opco GP, LLC (3729); SRII Opco, LP (5874); Kingfisher Midstream, LLC (1357), Kingfisher STACK Oil Pipeline, LLC (8858), Oklahoma Produced Water Solutions, LLC (0256), and Cimarron Express Pipeline, LLC (1545). The location of the Debtors’ corporate headquarters and service address is 15021 Katy Freeway, 4<sup>th</sup> Floor, Houston, Texas 77094.

<sup>2</sup> The *First Amended Joint Plan of Liquidation of Alta Mesa Resources, Inc. and Its AMH and SRII Debtors and Debtors in Possession Under Chapter 11 of the Bankruptcy Code* is a joint plan of liquidation for the following debtors and debtors in possession: Alta Mesa Resources, Inc., Alta Mesa Holdings, LP, Alta Mesa Holdings GP, LLC, OEM GP, LLC, Alta Mesa Finance Services Corp., Alta Mesa Services, LP, Oklahoma Energy Acquisitions, LP, SRII Opco GP, LLC, and SRII Opco, LP. A separate joint plan of liquidation has been filed with respect to Kingfisher Midstream, LLC, Kingfisher STACK Oil Pipeline, LLC, Oklahoma Produced Water Solutions, LLC, and Cimarron Express Pipeline, LLC (the “KFM Debtors”). See [Docket No. 1594].

<sup>3</sup> The “AMH Debtors” refers to: Alta Mesa Holdings, LP; Alta Mesa Holdings GP, LLC; OEM GP, LLC; Alta Mesa Finance Services Corp.; Alta Mesa Services, LP; and Oklahoma Energy Acquisitions, LP. The “SRII Debtors” refers to: SRII Opco GP, LLC and SRII Opco, LP.

Notice is intended solely to provide notice of the entry of the Confirmation Order and it does not, and shall not be construed to, limit, modify or interpret any of the provisions of the Confirmation Order. The following paragraphs identify some of the provisions of the Confirmation Order for the convenience of creditors; however, creditors should refer to the full text of the Confirmation Order and should not rely upon the summary provided below.

**PLEASE TAKE FURTHER NOTICE** that on June 8, 2020, the Effective Date under the Plan occurred.

**PLEASE TAKE FURTHER NOTICE** that, each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order vested in and is fully enforceable by the applicable Plan Administration Trust in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable law.

**PLEASE TAKE FURTHER NOTICE** that the terms of the Plan and the Plan Supplement are effective and enforceable and deemed binding upon the AMR/AMH Debtors, any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests were deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in Plan and the agreements and other documents that comprise the Plan Supplement.

**PLEASE TAKE FURTHER NOTICE** that the Bankruptcy Court has approved certain bar dates for filing of Claims against the AMR/AMH Debtors.

a. *Administrative Claims.* Except as otherwise provided in the Plan and 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 applicable Plan Administrator (i.e., if such Claim is asserted against AMR or the SR II Debtors, the AMR/SR II Plan Administrator, and if such Claim is asserted against any AMH Debtor, the AMH Plan Administrator) in accordance with the service instructions below no later than **July 8, 2020 at 5:00 p.m. (prevailing Central Time)**.

b. *Rejection Damages Claims.* Unless otherwise provided by a Bankruptcy Court order, all Claims arising from the rejection of Executory Contracts or Unexpired Leases under the Plan must be Filed with the Balloting Agent and served upon the applicable Plan Administrator (i.e., if such Claim is asserted against AMR or the SR II Debtors, the AMR/SR II Plan Administrator, and if such Claim is asserted against any AMH Debtor, the AMH Plan Administrator), in accordance with the service instructions below, as applicable, no later than **July 8, 2020 at 5:00 p.m. (prevailing Central Time)**; *provided*, that the foregoing deadline shall apply only to Executory Contracts or Unexpired Leases that are rejected automatically by operation of Section VI.A of the Plan, and the deadline for filing any rejection damage Claims relating to any Executory Contracts or Unexpired Leases rejected pursuant to separate Court order shall be the applicable deadline under the Claims Bar Date Order. Any Claim arising from the rejection of Executory Contracts or Unexpired Leases that becomes an Allowed Claim is classified and shall be treated as an AMR General Unsecured Claim, SR II General Unsecured Claim, or AMH General Unsecured Claim, as applicable.

c. *SRII Bar Date.* Unless otherwise provided by a Bankruptcy Court order, the Plan provides that all Claims against one or more of the SRII Debtors must be Filed with the Balloting Agent and served upon the AMR/SRII Plan Administrator in accordance with the service instructions below by no later than **July 8, 2020 at 5:00 p.m. (prevailing Central Time)**.

d. *Service Instructions for Plan Administrator.* Service on the AMH Plan Administrator and/or AMR/SRII Plan Administrator should be completed by U.S. Mail or other hand delivery system at the following addresses:

*AMR/SRII Plan Administrator:*

Robert D. Albergotti  
AlixPartners LLP  
2101 Cedar Springs Road  
Suite 1100  
Dallas, TX 75201

-and-

Snow Spence Green LLP  
America Tower  
2929 Allen Parkway, Suite 2800  
Houston, Texas 77019  
Attn: Phil Snow  
Kenneth Green  
Aaron Guerrero  
Phone: (713) 335-4800  
Fax: (713) 335-4848  
Email: [psnow@snowspencelaw.com](mailto:psnow@snowspencelaw.com)  
[kgreen@snowspencelaw.com](mailto:kgreen@snowspencelaw.com)  
[aguerrero@snowspencelaw.com](mailto:aguerrero@snowspencelaw.com)

*AMH Plan Administrator*

Michael A. Tribolet  
Tribolet Advisors LLC  
2305A Elmen Street  
Houston, Texas 77019  
Phone: 713-502-5000  
[michael.a.tribolet@triboletadvisors.com](mailto:michael.a.tribolet@triboletadvisors.com)

-and-

Paul Hastings LLP  
600 Travis Street  
Fifty-Eighth Floor  
Houston, TX 77002



Attn: James Grogan  
Phone: 713-860-7300  
Email: jamesgrogan@paulhastings.com

**PLEASE TAKE FURTHER NOTICE** that each Claim must be Filed, including supporting documentation so as to *actually received* by the Balloting Agent on or before the applicable bar date as follows: electronically through the interface available at <http://cases.primeclerk.com/altamesa>, or if submitted through non-electronic means, by U.S. Mail or other hand delivery system at the following address:

Alta Mesa Resources, Inc. Claims Processing Center  
c/o Prime Clerk LLC  
850 Third Avenue, Suite 412  
Brooklyn, NY 11232

**PLEASE TAKE FURTHER NOTICE** that the Confirmation Order, Disclosure Statement, Plan, and related documents and materials filed in these Chapter 11 Cases may be obtained at no charge from Prime Clerk LLC, the Balloting Agent retained by the AMR/AMH Debtors in these Chapter 11 Cases, by: (i) calling the AMR/AMH Debtors' restructuring hotline at (877) 467-8547 or, for international callers, (917) 947-2372; and/or (ii) visiting the AMR/AMH Debtors' restructuring website at: [cases.primeclerk.com/altamesa/](http://cases.primeclerk.com/altamesa/). You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <https://ecf.txsb.uscourts.gov/>.

Dated: June 8, 2020  
Houston, Texas

George A. Davis (admitted *pro hac vice*)  
Annemarie V. Reilly (admitted *pro hac vice*)  
Brett M. Neve (admitted *pro hac vice*)  
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– and –

Caroline A. Reckler (admitted *pro hac vice*)  
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– and –

Andrew Sorkin (admitted *pro hac vice*)  
**LATHAM & WATKINS LLP**  
555 Eleventh Street, Suite 1000  
Washington, D.C. 20004  
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Facsimile: (202) 637-2201  
Email: andrew.sorkin@lw.com

*/s/ John F. Higgins*

---

John F. Higgins (TX 09597500)  
Eric M. English (TX 24062714)  
Aaron J. Power (TX 24058058)  
M. Shane Johnson (TX 24083263)  
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sjohnson@porterhedges.com

*Counsel for AMR/AMH Debtors, as Debtors  
in Possession*



**JOHN BEL EDWARDS**  
GOVERNOR

**State of Louisiana**  
**DEPARTMENT OF NATURAL RESOURCES**  
**OFFICE OF CONSERVATION**

**THOMAS F. HARRIS**  
SECRETARY

**RICHARD P. IEYOUB**  
COMMISSIONER OF CONSERVATION

July 2, 2020

Alta Mesa Services, LP. – OC A229  
15021 Katy Freeway  
Suite 400  
Houston TX, 77094  
Attn: Diane M. Kassab

**RE: COMPLIANCE ORDER NO. E-I&E 20-0654**  
**MULTIPLE WELLS – SEE WELL LIST**  
**Multiple Fields**  
**Multiple Parishes, LA**

Gentlemen:

This **COMPLIANCE ORDER** is issued under the general authority of the Minerals, Oil, Gas and Environmental Quality Law, LSA-R.S.30:1 et seq, and under the specific authority set forth in Sections 6G and 18 thereof.

It has been determined that the following particulars exist regarding the referenced wells:

- 1) That Alta Mesa Services, LP. has failed to submit Form(s) OR1 (2020), OGP/R5D (December 2019 - Present), and pay \$500.00 in Civil Penalties.
- 2) That said wells have not produced in an extended period of time and have remained in an Inactive Status based on available information.
- 3) That in accordance with LAC 43:XIX.137.A.2.c, the referenced well(s) are hereby classified by the Office of Conservation as having no future utility.

Under the statutory authority cited above, you are hereby ordered to comply with the following by the date specified below.

**BY AUGUST 2, 2020**

- 1) Remit Forms OR1 (2020), OGP/R5D (December 2019 - Present), and pay \$500.00 in Civil Penalties.
- 2) Plug and abandon the referenced well(s) in accordance with the provisions of LAC 43:XIX.137.
- 3) Remove all equipment, structures and trash and perform any other site restoration activity associated with the above referenced wells in accordance with Section

4(C)(1) of LSA-R.S.30.

- 4) Submit a letter to the Office of Conservation, P.O. Box 94275 – Capital Station, Baton Rouge, LA 70804-9275, Attn: Commissioner of Conservation Mr. Richard Ieyoub with a copy of the P&A report(s).

Failure to comply with this **ORDER** shall subject you to a Civil Penalty of not more than Five Thousand Dollars (\$5,000.00) per day for each day of violation, in addition to appropriate regulatory sanctions.

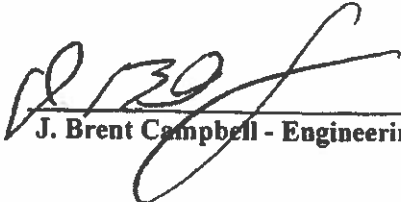
Should you dispute the determination(s) made herein, you may either make a written request for an informal conference with the Commissioner and Conservation staff or you may provide a written response which includes the specifics regarding your dispute, both at no charge. The request for an informal conference or the written response to the Order must be received within seven (7) days of the date of this Compliance Order. Within thirty (30) days of the date of this Compliance Order, you may make a written request for a public hearing before an Administrative Law Judge in accordance with the provisions of LSA-R.S. 30:6(G) and 8. A public hearing request must be accompanied by a check or money order in the non-refundable amount of \$755.00 as provided by the latest revision of Statewide Order 29-R (LAC 43:XIX.Chapter 7), or the request for a hearing will not be considered. If a public hearing is requested, a request for an informal conference will be denied.

If you have any questions concerning this matter, contact Andrew Roussel at (225) 342-5548 (voice) or (225) 342-2584 (fax).

ISSUED THIS DATE PURSUANT TO LAW  
July 2, 2020

RICHARD P. IEYOUB  
COMMISSIONER OF CONSERVATION

BY:

  
\_\_\_\_\_  
J. Brent Campbell - Engineering Division

RPI:JBC:apr <sup>AB</sup>

cc: **COMPLIANCE ORDER NO. E-I&E-20-0632**  
Patrick Molbert - Lafayette District  
Becky Henry – Production Audit

# PAUL HASTINGS

(713) 860-7338  
jamesgrogan@paulhastings.com

August 20, 2020

Office of Conservation  
P.O. Box 94275 – Capitol Station  
Baton Rouge, Louisiana 70804  
Attn: Commissioner of Conservation Mr. Richard Ieyoub  
*Via First Class Mail*

J. Brent Campbell  
State of Louisiana Department of Natural Resources  
Office of Conservation – Engineering Regulatory Division  
P.O. Box 94275 – Capitol Station  
Baton Rouge, Louisiana 70804  
*Via First Class Mail*

Re: Compliance Order No. E-I&E 20-0654

Messrs. Ieyoub and Campbell:

I write in response to the Office of Conservation's letter to Alta Mesa Services, LP ("Alta Mesa"), dated July 2, 2020, regarding certain wells in Louisiana (the "Wells"). Please be advised that on September 11, 2019 (the "Petition Date"), Alta Mesa commenced a chapter 11 case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas ("Bankruptcy Court").<sup>1</sup> Alta Mesa's case was jointly administered under one of its affiliate debtors, Alta Mesa Resources, Inc.<sup>2</sup> On May 27, 2020, the Bankruptcy Court entered an order confirming the *First Amended Joint Plan of Liquidation of Alta Mesa Resources, Inc. and Its AMH and SRH Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (the "Plan").<sup>3</sup> The Plan became effective on June 8, 2020.<sup>4</sup>

In accordance with section 554 of the Bankruptcy Code, and prior to consummation of the Plan, Alta Mesa abandoned any interests, right, and title Alta Mesa held in any oil & gas assets.<sup>5</sup> The abandonment specifically included the Wells the Office of Conservation mentioned in its letter.<sup>6</sup> Subsequently, the Plan was consummated and the AMH Plan Administrator refused to

<sup>1</sup> Bankr. S.D. Tex. Case No. 19-35138.

<sup>2</sup> Bankr. S.D. Tex. Case No. 19-35133 at ECF No. 32.

<sup>3</sup> *Id.* at ECF No. 1777.

<sup>4</sup> *Id.* at ECF No. 1834.

<sup>5</sup> Bankr. S.D. Tex. No. 19-35133 at ECF No. 1833.

<sup>6</sup> *Id.*

RECEIVED

AUG 31 2020

Office of Conservation  
Engineering Division

**PAUL  
HASTINGS**

July 31, 2020  
Page 2

accept any such assets.<sup>7</sup> Accordingly, no wells or mineral interests are part of the AMH Plan Administration Trust. The AMH Plan Administrator does not exercise any control of the Wells and does not have any responsibility for them.

Further, Alta Mesa has been liquidated in bankruptcy and is no longer an operating business. In that regard, please note the address the Office of Conservation used for this correspondence is no longer maintained by Alta Mesa personnel because there are no such personnel. Although Alta Mesa's mail is forwarded to the AMH Plan Administrator, this creates significant delay. You may, however, address future correspondence to my attention at Paul Hastings LLP, 600 Travis Street, 58th Floor, Houston, Texas 77002.

Should you wish to review the relevant documentation from the chapter 11 case, the Plan, the Court's order confirming the Plan, the *AMR/AMH Debtors' and AMH Plan Administrator's Notice of Non-Acceptance and Abandonment of Certain Assets by the AMH Plan Administration Trust Under First Amended Joint Plan of Liquidation of Alta Mesa Resources, Inc. and Its AMH and SRII Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, and all other filings in Alta Mesa's bankruptcy are publicly available at: <https://cases.primeclerk.com/altamesa/>.

If you have any questions concerning this matter, please do not hesitate to contact me at the phone number and email address listed above.

Sincerely,



James Grogan  
Paul Hastings LLP

CC:  
Tribolet Advisors LLC  
c/o Michael A. Tribolet  
2305A Elmen Street  
Houston, Texas 77019  
Phone: 713-502-5000  
[michael.a.tribolet@triboletadvisors.com](mailto:michael.a.tribolet@triboletadvisors.com)

**RECEIVED**

**AUG 31 2020**

Office of Conservation  
Engineering Division

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<sup>7</sup> *Id.*



JOHN BEL EDWARDS  
GOVERNOR

THOMAS F. HARRIS  
SECRETARY

State of Louisiana  
DEPARTMENT OF NATURAL RESOURCES  
OFFICE OF CONSERVATION

RICHARD P. IEYOUB  
COMMISSIONER OF CONSERVATION

September 17, 2020

Alta Mesa Services, LP – OC A229  
15021 Katy Freeway  
Suite 400  
Houston TX, 77094  
Attn: Diane M. Kassah

RE: **TEN DAY ORPHAN LETTER  
MULTIPLE WELLS (SEE ATTACHED WELL LIST)  
Multiple Fields  
Multiple Parishes, LA**

Gentlemen:

Pursuant to Act 404 of the 1993 Legislative Session, otherwise cited as the Louisiana Oilfield Site Restoration Law (LA-R.S. 30:80 et seq) notification is hereby given that the referenced oilfield site(s) were not closed in accordance with Statewide Order No. 29-B and are hereby declared abandoned and that notice will be published in the State Register that said oilfield site(s) shall be declared orphaned. The referenced oilfield site(s) will be considered orphaned as defined by the Act unless a letter application accompanied by the required filing fee as set forth in the latest revision of Statewide Order No. 29-R (\$755.00) requesting a fact finding hearing is received **within ten (10) days** of the date of this letter.

Be advised that Act 404 defines the responsible party as the operator of record according to Office of Conservation records, who last operated the property on which the oilfield site is located at the time the site is about to be abandoned, ceases operation, or becomes an unusable oilfield site, and that operator's partners and working interest owners of that oilfield site. Should a site be restored with Oilfield Site Restoration funds, the Secretary of the Department of Natural Resources has the authority to collect restoration costs from the responsible party (LA-R.S. 30:93). The Commissioner of Conservation may also withhold any permit application for any partnership, corporation, or other entity for which a general partner, an owner of more than twenty-five percent ownership interest, or a trustee has, within the two years preceding the date on which the permit application is filed, held a position of ownership or control in another partnership, corporation, or other entity which has been found to have violated Statewide Order 29-B (LA-R.S. 30:94.B).

Should the referenced site(s) be orphaned, any post-orphaning production proceeds may be subject to escrow and the wells may be shut-in and sealed. If you have any questions concerning this matter, please contact Andrew Roussel at 225-342-5548 (voice) or 225-342-2584(fax).

Yours very truly,

  
for RICHARD P. IEYOUB  
COMMISSIONER OF CONSERVATION

RPI:apr <sup>HB</sup>

cc: COMPLIANCE ORDER NO. E-I&E 20-0654, 11-0280, 13-0133, 19-0283, 19-0284, 19-0495, 19-1340, 19-1341, 19-1342, 20-0715,

Patrick Molbert - Lafayette Dist. Mgr., Becky Henry, Roby Fulkerson, John Adams, Jonathan Rice, Gavin Broussard  
Post Office Box 94275 • Baton Rouge, Louisiana 70804-9275 • 617 North Third Street • 9th Floor • Baton Rouge, Louisiana 70802  
(225) 342-5540 • Fax (225) 342-3705 • www.dnr.state.la.us/conservation

An Equal Opportunity Employer

Exhibit 8

List of all Completed Wells for Alta Mesa Services, LP - OC A229

Well Serial Num	Well Name	Well Num	WELLS Well Status Code	Field Id	Field Name	Parish Name	Org Oper Name	WELLS Organization Id
35184	MARY WALKER GOSTON	001	31	8631	ST GABRIEL	IBERVILLE	ALTA MESA SERVICES, LP	A229
39253	NATALBANY LBR CO B	008	33	8631	ST GABRIEL	IBERVILLE	ALTA MESA SERVICES, LP	A229
40642	NT RA SUD;PONTCHARTR	001	33	8631	ST GABRIEL	IBERVILLE	ALTA MESA SERVICES, LP	A229
50046	0 COTE BLANCHE ISLAND	023	09	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
51496	340 COTE BLANCHE ISLA	024	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
59932	340 COTE BLANCHE ISLA	030	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
60593	340 COTE BLANCHE ISLA	031	35	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
82455	340 COTE BLANCHE ISLA	032	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
84470	340 COTE BLANCHE ISLA	033	22	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
86134	340 COTE BLANCHE ISLA	033D	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
72754	340 COTE BLANCHE ISLA	045	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
73295	340 COTE BLANCHE ISLA	046	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
74936	340 COTE BLANCHE ISLA	051	35	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
75593	340 COTE BLANCHE ISLA	046D	22	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
77010	NATALBANY LBR CO	001	33	8631	ST GABRIEL	IBERVILLE	ALTA MESA SERVICES, LP	A229
77632	340 COTE BLANCHE ISLA	055	18	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
78292	340 COTE BLANCHE ISLA	058	10	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
79534	340 COTE BLANCHE ISLA	030D	22	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
81342	340 COTE BLANCHE ISLA	045D	22	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
83368	340 COTE BLANCHE ISLA	059	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
84211	340 COTE BLANCHE ISLA	053	10	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
86430	340 COTE BLANCHE ISLA	057	22	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
88207	340 COTE BLANCHE ISLA	057D	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
89962	340 COTE BLANCHE ISLA	066	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
90313	340 COTE BLANCHE ISLA	067	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
92443	340 COTE BLANCHE ISLA	058D	22	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
92628	340 COTE BLANCHE ISLA	068	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
92941	340 COTE BLANCHE ISLA	053D	22	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
92942	340 COTE BLANCHE ISLA	059D	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
93007	340 COTE BLANCHE ISLA	066D	22	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
93665	340 COTE BLANCHE ISLA	069	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
94755	340 COTE BLANCHE ISLA	067D	22	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
95139	340 COTE BLANCHE ISLA	068D	22	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
96985	340 COTE BLANCHE ISLA	069D	22	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
96118	340 COTE BLANCHE ISLA	073	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
101012	340 COTE BLANCHE ISLA	073D	22	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
105117	340 COTE BLANCHE ISLA	023D	22	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
110726	340 COTE BLANCHE ISLA	060	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
115854	340 COTE BLANCHE ISLA	078	10	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
116883	340 COTE BLANCHE ISLA	080D	22	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
129054	340 COTE BLANCHE ISLA	089	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
129832	340 COTE BLANCHE ISLA	092	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
131018	340 COTE BLANCHE ISLA	094	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
131307	340 COTE BLANCHE ISLA	095	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
132809	340 COTE BLANCHE ISLA	099	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
133608	340 COTE BLANCHE ISLA	097	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
135100	340 COTE BLANCHE ISLA	103	10	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
135289	340 COTE BLANCHE ISLA	105	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
135873	340 COTE BLANCHE ISLA	098	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
141251	340 COTE BLANCHE ISLA	117	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
142240	340 COTE BLANCHE ISLA	121	10	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
142918	340 COTE BLANCHE ISLA	124	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
143357	340 COTE BLANCHE ISLA	129	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
143358	340 COTE BLANCHE ISLA	130	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
143550	340 COTE BLANCHE ISLA	131	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
143727	340 COTE BLANCHE ISLA	135	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
143820	340 COTE BLANCHE ISLA	132	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
144242	340 COTE BLANCHE ISLA	138	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
144529	340 COTE BLANCHE ISLA	131-D	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
144553	340 COTE BLANCHE ISLA	137	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
144893	340 COTE BLANCHE ISLA	139	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
145114	340 COTE BLANCHE ISLA	137-D	22	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
145253	340 COTE BLANCHE ISLA	149	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
145304	340 COTE BLANCHE ISLA	154	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
147468	340 COTE BLANCHE ISLA	127	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
158185	340 COTE BLANCHE ISLA	166	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
164651	340 COTE BLANCHE ISLA	182	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
192828	340 COTE BLANCHE ISLA	184	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
213187	340 COTE BLANCHE ISLA	181	10	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
225960	340 COTE BLANCHE ISLA	186	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
229453	CRIS I RC SUA;SL 17958	001	33	0460	BAYOU BILOXI	SAINT BERNARD	ALTA MESA SERVICES, LP	A229
230488	S I RD SUA;L A PREJEAN B	001	33	0460	BAYOU BILOXI	SAINT BERNARD	ALTA MESA SERVICES, LP	A229
230885	SL 18315	001	33	2489	LEUR SOUND ADDITION B	SAINT BERNARD	ALTA MESA SERVICES, LP	A229
232244	340 COTE BLANCHE ISLA	190	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
232245	340 COTE BLANCHE ISLA	191	10	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
232396	CRIS I RA SUA;SL 18307	001	33	2489	LEUR SOUND ADDITION B	SAINT BERNARD	ALTA MESA SERVICES, LP	A229
232567	SL 18379	001	33	2489	LEUR SOUND ADDITION B	SAINT BERNARD	ALTA MESA SERVICES, LP	A229
233048	340 COTE BLANCHE ISLA	187	33	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
236373	340 COTE BLANCHE ISLA	189	10	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
245131	GUEYMARD A	001	33	8631	ST GABRIEL	IBERVILLE	ALTA MESA SERVICES, LP	A229
972539	0 COTE BLANCHE ISLAND	001	09	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229
972572	LACASSANE CO SWD	001	09	8921	THORNWELL, SOUTH	CAMERON	ALTA MESA SERVICES, LP	A229
972588	0 COTE BLANCHE ISLAND	002	09	2920	COTE BLANCHE ISLAND	SAINT MARY	ALTA MESA SERVICES, LP	A229



# Potpourri

## POTPOURRI

### Department of Economic Development Office of the Secretary

#### Angel Investor Tax Credit Program (LAC 13:I.Chapter 33)

In light of recent events, the public hearing to receive comments and testimony on the proposed revisions to the Angel Investor Tax Credit Program rules, published as a Notice of Intent in the September 2020 Louisiana Register, pages 1274- 1276, have been postponed to allow interested stakeholders throughout the state and the Department of Economic Development to concentrate on the 2020 Second Extraordinary Legislative Session. The hearing will now be held at 11 am on Friday, November 20, 2020 in the LaBelle Room at the LaSalle Building, 617 North 3rd Street, Baton Rouge, LA 70802. The deadline for all comments and testimony has been extended to 12 noon that same day. If you have any further questions or need further information, please contact Robin Porter at (225) 342-3060 or Robin.Porter@la.gov.

Anne G. Villa  
Undersecretary

2010#038

## POTPOURRI

### Department of Economic Development Office of Business Development

#### Enterprise Zone Program (LAC 13:I.Chapter 7)

In light of recent events, the public hearing to receive comments and testimony on the proposed revisions to the Enterprise Zone Program rules, published as a Notice of Intent in the September 2020 Louisiana Register, pages 1260-1266, have been postponed to allow interested stakeholders throughout the state and the Department of Economic Development to concentrate on the 2020 Second Extraordinary Legislative Session. The hearing will now be held at 10 am on Friday, November 20, 2020 in the LaBelle Room at the LaSalle Building, 617 North 3rd Street, Baton Rouge, LA 70802. The deadline for all comments and

testimony has been extended to 12 noon that same day. If you have any further questions or need further information, please contact Stephanie Le Grange at (225) 342-5406 or Stephanie.LeGrange@la.gov.

Anne G. Villa  
Undersecretary

2010#039

## POTPOURRI

### Department of Economic Development Office of Business Development

#### Quality Jobs Program (LAC 13:I.Chapter 11)

In light of recent events, the public hearing to receive comments and testimony on the proposed revisions to the Quality Jobs Program rules, published as a Notice of Intent in the September 2020 Louisiana Register, pages 1266-1274, have been postponed to allow interested stakeholders throughout the state and the Department of Economic Development to concentrate on the 2020 Second Extraordinary Legislative Session. The hearing will now be held at 9 am on Friday, November 20, 2020 in the LaBelle Room at the LaSalle Building, 617 North 3rd Street, Baton Rouge, LA 70802. The deadline for all comments and testimony has been extended to 12 noon that same day. If you have any further questions or need further information, please contact Stephanie Le Grange at (225) 342-5406 or Stephanie.LeGrange@la.gov.

Anne G. Villa  
Undersecretary

2010#040

## POTPOURRI

### Department of Natural Resources Office of Conservation

#### Orphaned Oilfield Sites

Office of Conservation records indicate that the Oilfield Sites listed in the table below have met the requirements as set forth by Section 91 of Act 404, R.S. 30:80 et seq., and as such are being declared Orphaned Oilfield Sites.

Operator	Field	District	Well Name	Well Number	Serial Number
Amalgamated Bonanza Petr Ltd	East White Lake	L	Walter White Heirs	001	150325(29)
Alta Mesa Services, LP	St Gabriel	L	Mary Walker Goston	1	35184
Alta Mesa Services, LP	St Gabriel	L	Natalbany Lbr Co B	8	39253
Alta Mesa Services, LP	St Gabriel	L	Pont Ra Sud;Pontchartrain	1	40642
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island swd	23	50046
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	24	51496
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	30	59932
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	31	60593
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	32	62455
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	33	64470
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	033D	66134
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	45	72754
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	46	73295
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	51	74936
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	046D	75593
Alta Mesa Services, LP	St Gabriel	L	Natalbany Lbr Co	1	77010
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	55	77632
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	58	78292
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	030D	79534
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	045D	81342
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	59	83368
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	53	84211
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	57	86430
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	057D	88207
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	66	89962
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	67	90313
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	058D	92443
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	68	92628
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	053D	92941
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	059D	92942
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	066D	93007
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	69	93665
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	067D	94755
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	068D	95139
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	069D	96985
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	73	98118
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	073D	101012
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	023D	105117
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	80	110726
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	78	115654
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	080D	116883
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	89	129054
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	92	129832
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	94	131018
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	95	131307
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	99	132809
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	97	133808
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	103	135100
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	105	135289
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	98	135873
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	117	141251
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	121	142240
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	124	142916
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	129	143357
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	130	143358
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	131	143550
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	135	143727
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	132	143820
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	136	144242
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	131-D	144529
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	137	144553
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	139	144663
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	137-D	145114
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	149	145253
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	154	145304
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	127	147468
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	166	158195
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	182	184651
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	184	192628

Operator	Field	District	Well Name	Well Number	Serial Number
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	181	213187
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	186	225960
Alta Mesa Services, LP	Bayou Biloxi	L	Cris I Re Sua.SL 17958	1	229453
Alta Mesa Services, LP	Bayou Biloxi	L	Cris I Rd Sua.L A Prejean Etal	1	230488
Alta Mesa Services, LP	Chandeleur Sound Addition Block 43	L	SL 18315	1	230885
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	190	232244
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	191	232245
Alta Mesa Services, LP	Chandeleur Sound Addition Block 43	L	Cris I Ra Sua.SL 18307	1	232396
Alta Mesa Services, LP	Chandeleur Sound Addition Block 43	L	SL 18373	1	232567
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	187	233048
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island	189	236373
Alta Mesa Services, LP	St Gabriel	L	Gueymard A	1	245131
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island swd	1	972539
Alta Mesa Services, LP	Thornwell, South	L	Lacassane Co swd	1	972572
Alta Mesa Services, LP	Cote Blanche Island	L	SL 340 Cote Blanche Island swd	2	972588

Richard P. Ieyoub  
Commissioner

2010#023

## POTPOURRI

### Department of Public Safety and Corrections Gaming Control Board

Public Hearing—Substantive Changes to Proposed Rule;  
Fantasy Sports Contests  
(LAC 42:III.102, 104, 105, 107,  
120, 1907 and VII.Chapters 1-13)

The Louisiana Gaming Control Board published a Notice of Intent to promulgate Fantasy Sports Contests, in the August 20, 2020 edition of the *Louisiana Register* (LR 46:1160-1177). The notice solicited comments. As a result of its analysis of the comments received, the board proposes to amend certain portions of the proposed Rule. The board proposes to amend the language of Sections 103, 307, 309, 501, 505, 507, 509, 701, 703, 705, 707, 901, and the heading of Chapter 9 of Part VII of Title 42 of the Administrative Code.

Taken together, all of these proposed amendments will closely align the proposed Rule with the proposed Rule as published by the Louisiana Gaming Control Board in the August 2020 edition of the *Louisiana Register* (LR 46:1160-1177). The alignment of these Rules will allow for the conducting, application, licensing, enforcement, and regulation of fantasy sports contests. No fiscal or economic impact will result from amendments in the notice.

#### Title 42

#### LOUISIANA GAMING

#### Part III. Gaming Control Board

#### Chapter 1. General Provisions

#### §102. Issuance and Renewal of Licenses by the Department

A. ...

AUTHORITY NOTE: Promulgated in accordance with R.S. 27:1 et seq.

HISTORICAL NOTE: Promulgated by the Department of Public Safety and Corrections, Gaming Control Board, LR 22:1140 (November 1996). LR 46:

#### §104. Delegation to Chairman

A. - B. ...

AUTHORITY NOTE: Promulgated in accordance with R.S. 27:15, R.S. 27:24 and R.S. 27:220.

HISTORICAL NOTE: Promulgated by the Louisiana Gaming Control Board, LR 22:1140 (November 1996), amended LR 25:80 (January 1999), LR 46:

#### §105. Civil Penalties

A. - C. ...

AUTHORITY NOTE: Promulgated in accordance with R.S. 27:1 et seq.

HISTORICAL NOTE: Promulgated by the Department of Public Safety and Corrections, Gaming Control Board, LR 22:1138 (November 1996). LR 46:

#### §107. Standards of Conduct and Ethical Rules

A.1. - C. ...

AUTHORITY NOTE: Promulgated in accordance with R.S. 27:1 et seq.

HISTORICAL NOTE: Promulgated by the Department of Public Safety and Corrections, Gaming Control Board, LR 22:1139 (November 1996). LR 46:

#### §120. Application and Reporting Forms

A. - C. ...

AUTHORITY NOTE: Promulgated in accordance with R.S. 27:15 and 24.

HISTORICAL NOTE: Promulgated by the Department of Public Safety and Corrections, Gaming Control Board, LR 46:26:340 (February 2000), amended LR 40:1379 (July 2014), LR 41:2176 (October 2015), LR 42:575 (April 2016), LR 46:

#### Chapter 19. Administrative Procedures and Authority §1907. Construction of Regulations and Administrative Matters

A. - D. ...

AUTHORITY NOTE: Promulgated in accordance with R.S. 27:15 and 24.

HISTORICAL NOTE: Promulgated by the Department of Public Safety and Corrections, Gaming Control Board, LR 38:1608 (July 2012), LR 46:

#### Part VII. Louisiana Fantasy Sports Contest

#### Chapter 1. General Provisions

#### §101. Statement of Policy

A. ...

AUTHORITY NOTE: Promulgated in accordance with R.S. 27:15, 24, and 304.

HISTORICAL NOTE: Promulgated by the Department of Public Safety and Corrections, Gaming Control Board, LR 46:



JOHN BEL EDWARDS  
GOVERNOR

State of Louisiana  
DEPARTMENT OF NATURAL RESOURCES  
OFFICE OF CONSERVATION

THOMAS F. HARRIS  
SECRETARY

RICHARD P. IEYOUB  
COMMISSIONER OF CONSERVATION

October 21, 2020

U. S. Specialty Insurance Company  
13403 Northwest Freeway  
Houston, TX 77040  
Attn: Michele K. Tyson

RE: Certified Mail No. 7019 2970 0001 9621 3148  
LAC 43:XIX.104  
Performance Bond No. B010804  
Alta Mesa Services, LP – OC A229


Ms. Tyson:

I, Richard P. Ieyoub, Commissioner of the Office of Conservation, hereby notify U. S. Specialty Insurance Company, 13403 Northwest Freeway, Houston, TX 77040 of default of the principal to the referenced Performance Bond. Attached you will find a copy of the referenced Performance Bond.

The estimated cost of plugging & abandonment and restoration of the surface for the associated wells exceeds the penal sum. Pursuant thereto, please remit the penal sum of \$1,250,000.00 by cashier's check to Office of Conservation, 617 North 3<sup>rd</sup> Street, 9<sup>th</sup> Floor, Baton Rouge, Louisiana 70802, Attn: Mr. Russell W. McGee or by wire to the State Central Depository Account, Account No. 7900405426, Routing Number 021000021, J. P. Morgan Chase Bank, Baton Rouge, Louisiana. Please e-mail proof of wire transaction to [russell.mcgee@la.gov](mailto:russell.mcgee@la.gov).

If you have any questions, you may contact Russell W. McGee, (225) 342-4440 (Office of Conservation) or Mr. John Daniel, (225) 332-5966 (J. P. Morgan Chase Bank, N.A.).

Yours very truly,

  
RICHARD P. IEYOUB  
COMMISSIONER OF CONSERVATION

RPI:RWM:rwm

Attachments: Copy of Performance Bond No. B010804 and Amendment No. 001

cc: File ✓                      Todd Keating                      Roby Fulkerson  
Cassandra Parker              Russell McGee                      Latangia Brimmer  
Scott Ricks – Alta Mesa Services, LP, 15021 Katy Freeway, Suite 400, Houston, TX 77094

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**Title 43**  
**NATURAL RESOURCES**

**Part XIX. Office of Conservation—General Operations**

**Subpart 1. Statewide Order No. 29-B**

**Chapter 1. General Provisions**

**§101. Definitions**

A. Unless the context otherwise requires, the words defined in this Section shall have the following meanings when found in this order.

*Agent*—the director of the Division of Minerals, the chief engineer thereof, or any of the district managers or their aides.

*Department*—the Department of Conservation of the state of Louisiana.

*District Manager*—the head of any one of the districts of the state under the Division of Minerals, and as used, refers specifically to the manager within whose district the well or wells are located.

**AUTHORITY NOTE:** Promulgated in accordance with R.S. 30:4 et seq.

**HISTORICAL NOTE:** Adopted by the Department of Conservation (August 1943).

**§103. Application to Drill**

A. All applications for permits to drill wells for oil or gas or core test wells below the fresh water sands shall be made on Form MD-10-R or revisions thereof, and mailed or delivered to the district office. These applications, in duplicate, shall be accompanied by three copies of the location plat, preferably drawn to a scale of 1000 feet to the inch. The plats shall be constructed from data compiled by a registered civil engineer or surveyor and shall definitely show the amount and location of the acreage with reference to quarter-section corners, or other established survey points. There shall also be shown all pertinent lease and property lines, leases, offset wells, and the location and distance from the well to the nearest shoulder of any Interstate highway within the boundaries of the plat. When the tract to be drilled is composed of separately-owned interests which have been pooled or unitized, the boundaries to the acreage in each separately-owned interest must be indicated. Plats must have well locations certifications either written on or attached to the well location plats and this certification must be signed by a registered civil engineer, qualified surveyor or a qualified engineer regularly employed by the applicant. If possible the application card shall give the name and address of the drilling contractor, otherwise the information, as soon as determined, shall be supplied by letter to the district manager.

1. Applicants that receive a drilling permit for a well located within 1,000 feet of an Interstate highway shall

furnish a copy of the approved drilling permit and the certified location plat to the appropriate state and local authorities, including all emergency responders.

B. When dual completion applications are granted, each well shall be considered as two wells. The production from each sand shall be run through separate lead lines and the production from each sand shall be measurable separately. The department's agent shall designate suitable suffixes to the well number which will serve as reference to each producing sand.

C. No well shall be drilled, nor shall the drilling of a well be commenced, before a permit for such well has been issued by the Office of Conservation; furthermore, any work, such as digging pits, erecting buildings, derricks, etc., which the operator may do or have done, will be done at his own risk and with the full understanding that the Office of Conservation may find it necessary to change the location or deny the permit because of the rules and regulations applying in that instance.

D. No well shall commence drilling below the surface casing until a sign has been posted on the derrick, and subsequently on the well if it is a producer, showing the operator of record of the well, name of lease, section, township, range, and the serial number under which the permit was issued. The obligation to maintain a legible sign remains until abandonment.

E. In order to make the designation of the well, as referred to above, more uniform throughout the state, and thus to facilitate the handling of all matters relative to any particular well, the following system of rules has been developed for use in the naming of wells in the future in Louisiana.

1. In no case shall any operator name or well name exceed 30 characters. A space is equivalent to one character.

a. Abbreviations shall be used whenever possible to comply with the above. It is recommended that "S" be used for sand and "U" for unit.

b. The official well name appearing on Form MD-10-R (Application to Drill) shall be used when reporting on all Office of Conservation forms and also in any correspondence.

2. Lease Wells. All wells drilled on a lease basis shall bear the lessor's surname and initials or given name.

Example:	Lease Name	Well Number
	J. R. Smith	Number 2

3. The commissioner shall prescribe or cause to have prescribed the procedure for assigning well and/or nomenclature and shall issue a memorandum concerning same from time to time as the need arises.

a. Developmental units proposed at a hearing shall be named in accordance with the latest memorandum, and the well number shall depend on whether or not there are any other wells in existence on the lease.

b. Any unit maps filed with an application for hearing must reflect proposed unit names in accordance with the latest memorandum.

4. Units with Alternate Unit Wells. For those cases where more than one well serves the same proration unit, the wells shall be named in accordance with the latest memorandum, and the well number shall be followed by the letters ALT in the case of each alternate well.

Example	Lease Name	Well Number
	Hayes Sue, J. R. Smith	Number 1
	Hayes Sue, Dave Luke	Number 1 ALT
	Hayes Sue, St. Mary	Number 22 ALT

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:4 et seq.

HISTORICAL NOTE: Adopted by the Department of Conservation (August 1943), amended (August 1958), (August 1961), (May 1973), amended by the Department of Natural Resources, Office of Conservation, LR 34:2639 (December 2008).

**§104. Financial Security**

A. Unless otherwise provided by the statutes, rules and regulations of the Office of Conservation, financial security shall be required by the operator of record (operator) pursuant to this Section for each applicable well as further set forth herein in order to ensure that such well is plugged and abandoned and associated site restoration is accomplished. A compliance order and/or civil penalty which has been timely satisfied shall not cause an operator to be considered a non-compliant operator for the purpose of this Section.

**1. Permit to Drill**

a. On or after July 1, 2000, the applicant for a permit to drill must provide financial security for such well in accordance with the following.

i. An operator who has exhibited a record of compliance with the statutes, rules, and regulations of the Office of Conservation for a period of 48 months immediately preceding the permit date of the well and who has no outstanding violations shall be exempt from providing financial security under this Section.

ii. An operator who has not been a registered operator of record for a period of 48 months immediately preceding the permit date of the well in question shall comply with the following.

(a). An operator who has not previously been an operator of a well (drilling, drilled or completed) shall provide financial security in a form acceptable to the commissioner prior to issuance of a permit to drill.

(b). An operator who has previously been an operator of a well (drilling, drilled or completed) for less than the prescribed 48 months but has otherwise exhibited a record of compliance with the statutes, rules and regulations of the Office of Conservation and who has no outstanding violations shall provide financial security in a form acceptable to the commissioner within 30 days of completion date as reported on Form Comp or Form WH-1.

iii. An operator who has not exhibited a record of compliance with the statutes, rules, and regulations of the Office of Conservation for a period of 48 months immediately preceding the permit date of the well shall provide financial security in a form acceptable to the commissioner prior to issuance of permit to drill.

**2. Amended Permit to Drill/Change of Operator**

a. Any application to amend a permit to drill for change of operator must be accompanied by financial security in accordance with the following.

i. An operator who has previously been an operator of a well for a period of at least 48 months immediately preceding the amended permit to drill date, who has exhibited a record of compliance with the statutes, rules and regulations of the Office of Conservation and who has no outstanding violations shall be exempt from providing financial security under this Section.

ii. Any operator who does not meet the criteria specified in §104.A.2.a.i above shall provide financial security in a form acceptable to the commissioner prior to issuance of an amended permit to drill.

3. Financial security in a form acceptable to the commissioner shall be provided prior to issuance of a permit to drill or amended permit to drill to any operator which includes a primary officer therein who is or was a primary officer of an operator assigned an orphan status.

4. The financial security requirements provided herein shall apply to Class V wells as defined in LAC 43:XVII.103 for which an application for a permit to drill or amended permit to drill is submitted on and after July 1, 2000, at the discretion of the commissioner.

B. Compliance with this financial security requirement shall be provided by any of the following or a combination thereof:

1. certificate of deposit issued in sole favor of the Office of Conservation in a form prescribed by the commissioner from a financial institution acceptable to the commissioner. A certificate of deposit may not be withdrawn, canceled, rolled over or amended in any manner without the approval of the commissioner; or

2. a performance bond in sole favor of the Office of Conservation in a form prescribed by the commissioner issued by an appropriate institution authorized to do business in the state of Louisiana; or

3. letter of credit in sole favor of the Office of Conservation in a form prescribed by the commissioner

issued by a financial institution acceptable to the commissioner.

C. Financial Security Amount

1. Land Location

a. Individual well financial security shall be provided in accordance with the following.

Measured Depth	Amount
≤ 3000'	\$1 per foot
3001-10000'	\$2 per foot
≥ 10001'	\$3 per foot

b. Blanket financial security shall be provided in accordance with the following.

Total Number of Wells Per Operator	Amount
≤ 10	\$ 25,000
11-99	\$125,000
≥ 100	\$250,000

2. *Water Location—Inland Lakes and Bays*—any water location in the coastal zone area as defined in R.S. 49:214.27 except in a field designated as offshore by the commissioner.

a. Individual well financial security shall be provided in the amount of \$8 per foot of well depth.

b. Blanket financial security shall be provided in accordance with the following.

Total Number of Wells Per Operator	Amount
≤ 10	\$ 125,000
11-99	\$ 625,000
≥ 100	\$1,250,000

3. *Water Location—Offshore*—any water location in a field designated as offshore by the commissioner.

a. Individual well financial security shall be provided in the amount of \$12 per foot of well depth.

b. Blanket financial security shall be provided in accordance with the following.

Total Number of Wells Per Operator	Amount
≤ 10	\$ 250,000
11-99	\$1,250,000
≥ 100	\$2,500,000

4. An operator of land location wells and water location wells who elects to provide blanket financial security shall be subject to an amount determined by the water location requirements.

5. The amount of the financial security as specified above may be increased at the discretion of the commissioner.

D. A change of name by a compliant operator of record through acquisition, merger, or otherwise does not preclude said successor operator from meeting the requirements for exemption from financial security under this Section.

E. The commissioner retains the right to utilize the financial security provided for a well in responding to an emergency applicable to said well in accordance with R.S. 30:6.1.

F. Financial security shall remain in effect until release thereof is granted by the commissioner pursuant to written request by the operator. Such release shall only be granted after plugging and abandonment and associated site restoration is completed and inspection thereof indicates compliance with applicable regulations or upon transfer of such well to an exempt operator. In the event provider of financial security becomes insolvent, operator shall provide substitute form of financial security within 30 days of notification thereof.

G. Plugging and abandonment of a well, associated site restoration, and release of financial security constitutes a rebuttable presumption of proper closure but does not relieve the operator from further claim by the commissioner should it be determined that further remedial action is required.

H. In the event that an operator has previously provided financial security pursuant to LAC 43:XIX.104, such operator shall provide increased financial security, if required to remain in compliance with this Section, within 30 days after notice from the commissioner.

AUTHORITY NOTE: Promulgated in accordance with R. S. 30:4, et seq.

HISTORICAL NOTE: Promulgated by the Department of Natural Resources, Office of Conservation LR 26:1306 (June 2000), amended LR 27:1917 (November 2001).

§105. All Other Applications

A. All applications for permits to repair (except ordinary maintenance operations), abandon (plug and abandon), acidize, deepen, perforate, perforate and squeeze, plug (plug back), plug and perforate, plug back and side-track, plug and squeeze, pull casing, side-track, squeeze, squeeze and perforate, workover, cement casing or liner as workover feature, or when a well is to be killed or directionally drilled, shall be made to the district office on Form MD-11-R and a proper permit shall be received from the district manager before work is started. A description of the work done under the above recited work permits shall be furnished on the reverse side of the Well History and Work Resume Report (Form WH), which form shall be filed with the district office of the Department of Conservation in which the well is located within 20 days after the completion or recompletion of the well. At least 12 hours prior notice of the proposed operations shall be given the district manager and/or an offset operator in order that one of them may witness the work. If the district manager fails to appear within 12 hours, the work may be witnessed by the offset operator, but failing in this, the work need not be held up longer than 12 hours. This rule shall not deter an operator from taking immediate action in an emergency to prevent damage.

B. When a service company, other than the drilling contractor, cements, perforates or acidizes, either before or after completion of a well, the service company shall furnish the district manager with legible exact copies of reports furnished the owner of the well.