

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

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<b>In re:</b>	§
	§ <b>Chapter 11</b>
	§
<b>PETROQUEST ENERGY, INC., et al.,</b>	§ <b>Case No. 18-36322 (DRJ)</b>
	§
<b>Debtors.<sup>1</sup></b>	§ <b>(Jointly Administered)</b>
	§

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**NOTICE OF FILING AMENDED EXHIBITS TO PLAN SUPPLEMENT**

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Attached hereto are the following amended Exhibits to the Plan Supplement:

**Exhibit**    **Description**

- D     Schedule of Rejected Executory Contracts and Unexpired Leases
- E     Schedule of Assumed Executory Contracts and Unexpired Leases
- H     Identity of New Boards and Senior Management
- K     GUC Administrator Agreement

Dated: January 29, 2019  
Houston, Texas

**PORTER HEDGES LLP**

By: /s/ John F. Higgins  
John F. Higgins (TX 09597500)  
Joshua W. Wolfshohl (TX 24038592)  
M. Shane Johnson (TX 24083263)  
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Telephone: (713) 226-6000  
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**COUNSEL FOR DEBTORS AND  
DEBTORS IN POSSESSION**

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: PetroQuest Energy, Inc. (0714), PetroQuest Energy, L.L.C. (2439), TDC Energy LLC (8877), PetroQuest Oil & Gas, L.L.C. (1170), PQ Holdings LLC (7576), Pittrans Inc. (1747), and Sea Harvester Energy Development, L.L.C. (5903). The address of the Debtors' headquarters is: 400 E. Kaliste Saloom Road, Suite 6000, Lafayette, Louisiana 70508.

**EXHIBIT D****Schedule of Rejected Executory Contracts and Unexpired Leases**

On the Effective Date, except as otherwise provided in the Plan or the Confirmation Order, all Executory Contracts or Unexpired Leases will be deemed assumed and assigned to the Reorganized Debtors or their designated assignee in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, regardless of whether such Executory Contract or Unexpired Lease is set forth on the Schedule of Assumed Executory Contracts and Unexpired Leases, other than: (1) those that are identified on this Schedule of Rejected Executory Contracts and Unexpired Leases; (2) those that have been previously rejected by a Final Order; (3) those that are the subject of a motion to reject Executory Contracts or Unexpired Leases that is pending on the Effective Date; or (4) those that are subject to a motion to reject an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is after the Effective Date.

Entry of the Confirmation Order shall constitute the Court's order approving the assumptions, assumptions and assignments, or rejections, as applicable, of Executory Contracts or Unexpired Leases as set forth in the Plan or in the Schedule of Rejected Executory Contracts and Unexpired Leases and the Schedule of Assumed Executory Contracts and Unexpired Leases, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, assumptions, assumptions and assignments, or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan but not assigned to a third party before the Effective Date shall re-vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Court. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Court on or after the Effective Date. Notwithstanding anything to the contrary in the Plan, the Debtors, with the consent of the Requisite Creditors, reserve the right to alter, amend, modify, or supplement the Schedule of Rejected Executory Contracts and Unexpired Leases at any time prior to the Effective Date on no less than three (3) days' notice to the applicable non-Debtor counterparties.

Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Court within thirty (30) days after the date of entry of an order of the Court (including the Confirmation Order) approving such rejection. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease that are not Filed within such time will be automatically Disallowed, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Reorganized Debtors, the Estates, or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors or further notice to, or action, order, or approval of the Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or any Proof of Claim to the contrary.** Claims arising from the rejection of the Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III.B.7 of the Plan.

**REJECTION SCHEDULE**

<b>File #</b>	<b>Debtor(s)</b>	<b>Contract Counterparty</b>	<b>Description of Contract or Lease</b>	<b>Execution Date</b>
1	PETROQUEST ENERGY, INC [CONTRACT ADDED]	ANADARKO PETROLEUM CORPORATION ATTN: CHARLES G. HUGHES 17001 NORTHCHASE DRIVE HOUSTON, TX 77060	FARMOUT AGREEMENT - WELLING TESTING	12/15/1998
2	PETROQUEST ENERGY, L.L.C.	ARCHROCK SERVICES, L.P. 1114 HUGHES ROAD BROUSSARD, LA 70518	MASTER COMPRESSION SERVICES AGREEMENT RE UNIT NUMBER 71314	3/1/2018
3	PETROQUEST ENERGY, INC [CONTRACT ADDED]	BAKER HUGHES 3600 BRIAR DRIVE HOUSTON, TX 77042-5275	DATA USE AGREEMENT	8/17/1999
4	PETROQUEST ENERGY, INC [CONTRACT ADDED]	BHP PETROLEUM (DEEPWATER) INC. ATTN: SCOTT CORNWELL 1360 POST OAK BLVD., STE 500 HOUSTON, TX 77056-3020	FARMOUT AGREEMENT - WELLING TESTING	12/15/1998
5	PETROQUEST ENERGY, INC [CONTRACT ADDED]	NOPEC GEOPHYSICAL COMPANY P.O. BOX 297023 HOUSTON, TX 77297	SUPPLEMENTAL AGREEMENT FOR LICENSE OF GEOPHYSICAL DATA	11/13/2000
6	PETROQUEST ENERGY, L.L.C.	ONE HUGHES LANDING LLC * DBA THE HOWARD HUGHES CORPORATION C/O JONES LANG LASALLE P.O. BOX 679060 DALLAS, TX 75267	G&A LEASE AGREEMENT	11/1/2013
7	PETROQUEST ENERGY, L.L.C.	ONE HUGHES LANDING LLC * DBA THE HOWARD HUGHES CORPORATION C/O JONES LANG LASALLE P.O. BOX 679060 DALLAS, TX 75267	SERVICES AGREEMENT - G&A LEASE	11/1/2013
8	PETROQUEST ENERGY, L.L.C.	ONE HUGHES LANDING LLC * IN CARE OF THE HOWARD HUGHES CORPORATION ONE GALLERIA TOWER, 22ND FLOOR 13355 NOEL RD DALLAS, TX 75240	REAL ESTATE LEASE AGREEMENT - THE WOODLANDS OFFICE	11/1/2013
9	PETROQUEST ENERGY, INC [CONTRACT ADDED]	PHILLIPS PETROLEUM COMPANY ATTN: GREG YORK EXPLORATION & PRODUCTION DIVISION P.O. BOX 1967 HOUSTON, TX 77251-1967	FARMOUT AGREEMENT - WELLING TESTING	12/15/1998
10	PETROQUEST ENERGY, L.L.C. [CONTRACT ADDED]	ROOSTER OIL & GAS, LLC ATTN: CHESTER F. MORRISON, JR 545 E. JOHN CARPENTER FREEWAY, STE 300 IRVING, TX 75062	PURCHASE & SALE AGREEMENT	8/1/2006
11	PETROQUEST ENERGY, L.L.C. [CONTRACT ADDED]	ROOSTER OIL & GAS, LLC ATTN: CHESTER F. MORRISON, JR 545 E. JOHN CARPENTER FREEWAY, STE 300 IRVING, TX 75062	TRANSITION AGREEMENT	11/10/2006

**REJECTION SCHEDULE**

<b>File #</b>	<b>Debtor(s)</b>	<b>Contract Counterparty</b>	<b>Description of Contract or Lease</b>	<b>Execution Date</b>
12	PETROQUEST ENERGY, L.L.C. [CONTRACT ADDED]	ROOSTER OIL & GAS, LLC ATTN: CHESTER F. MORRISON, JR 545 E. JOHN CARPENTER FREEWAY, STE 300 IRVING, TX 75062	AMENDMENT OF PURCHASER & SALE AGREEMENT	11/6/2006
13	PETROQUEST OIL & GAS, LLC [CONTRACT ADDED]	ROOSTER OIL & GAS, LLC ATTN: CHESTER F. MORRISON, JR 545 E. JOHN CARPENTER FREEWAY, STE 300 IRVING, TX 75062	GUARANTEE AGREEMENT	11/10/2006
14	PETROQUEST OIL & GAS, LLC [CONTRACT ADDED]	ROOSTER OIL & GAS, LLC ATTN: CHESTER F. MORRISON, JR 545 E. JOHN CARPENTER FREEWAY, STE 300 IRVING, TX 75062	PURCHASE & SALE AGREEMENT	8/1/2006
15	PETROQUEST OIL & GAS, LLC [CONTRACT ADDED]	ROOSTER OIL & GAS, LLC ATTN: CHESTER F. MORRISON, JR 545 E. JOHN CARPENTER FREEWAY, STE 300 IRVING, TX 75062	TRANSITION AGREEMENT	11/10/2006
16	PETROQUEST OIL & GAS, LLC [CONTRACT ADDED]	ROOSTER OIL & GAS, LLC ATTN: CHESTER F. MORRISON, JR 545 E. JOHN CARPENTER FREEWAY, STE 300 IRVING, TX 75062	AMENDMENT OF PURCHASER & SALE AGREEMENT	11/6/2006
17	TDC ENERGY LLC [CONTRACT ADDED]	ROOSTER OIL & GAS, LLC ATTN: CHESTER F. MORRISON, JR 545 E. JOHN CARPENTER FREEWAY, STE 300 IRVING, TX 75062	GUARANTEE AGREEMENT	11/10/2006
18	TDC ENERGY LLC [CONTRACT ADDED]	ROOSTER OIL & GAS, LLC ATTN: CHESTER F. MORRISON, JR 545 E. JOHN CARPENTER FREEWAY, STE 300 IRVING, TX 75062	PURCHASE & SALE AGREEMENT	8/1/2006
19	TDC ENERGY LLC [CONTRACT ADDED]	ROOSTER OIL & GAS, LLC ATTN: CHESTER F. MORRISON, JR 545 E. JOHN CARPENTER FREEWAY, STE 300 IRVING, TX 75062	TRANSITION AGREEMENT	11/10/2006
20	TDC ENERGY LLC [CONTRACT ADDED]	ROOSTER OIL & GAS, LLC ATTN: CHESTER F. MORRISON, JR 545 E. JOHN CARPENTER FREEWAY, STE 300 IRVING, TX 75062	AMENDMENT OF PURCHASER & SALE AGREEMENT	11/6/2006
21	PETROQUEST ENERGY, INC [CONTRACT ADDED]	SEISMIC EXCHANGE, INC. ATTN: JULIE KAY HARDIE 11050 CAPITAL PARK DRIVE HOUSTON, TX 77041	MASTER GEOPHYSICAL DATA-USE LICENSE	3/18/2005
22	PETROQUEST ENERGY, INC [CONTRACT ADDED]	SEISMIC EXCHANGE, INC. 50 BRIAR HOLLOW LANE WEST, 7TH FLOOR HOUSTON, TX 77027	MASTER SEISMIC DATA LICENSING AGREEMENT	3/31/1997

**REJECTION SCHEDULE**

<b>File #</b>	<b>Debtor(s)</b>	<b>Contract Counterparty</b>	<b>Description of Contract or Lease</b>	<b>Execution Date</b>
23	PETROQUEST ENERGY, INC [CONTRACT ADDED]	SEITEL DATA CORP. 50 BRIAR HOLLOW LANE WEST, 7TH FLOOR HOUSTON, TX 77027	MASTER SEISMIC DATA LICENSING AGREEMENT	12/29/1995
24	PETROQUEST ENERGY, INC [CONTRACT ADDED]	SEITEL DATA CORP. 50 BRIAR HOLLOW LANE WEST, 7TH FLOOR HOUSTON, TX 77027	3D OFFSHORE MASTER SEISMIC DATA LICENSING AGREEMENT	12/29/1996
25	PETROQUEST ENERGY, L.L.C. [CONTRACT ADDED]	SEITEL DATA LTD. ATTN: MARCIA J. NOUIS 10811 SOUTH WESTVIEW CIRCLE DR BUILDING C, STE 100 HOUSTON, TX 77043	LIBRARY CARD PURCHASE AGREEMENT RE: LOUISIANA 3D DATA	1/2/2006
26	PETROQUEST ENERGY, L.L.C. [CONTRACT ADDED]	SEITEL DATA LTD. ATTN: MARCIA J. NOUIS 10811 SOUTH WESTVIEW CIRCLE DR BUILDING C, STE 100 HOUSTON, TX 77043	2D & 3D ONSHORE/OFFSHORE MASTER SEISMIC DATA PARTICIPATION AND LICENSING AGREEMENT	6/30/1999
27	PETROQUEST ENERGY, INC [CONTRACT ADDED]	TGS-CALIBRE GEOPHYSICAL COMPANY 333 CLAY STREET, STE 3900 HOUSTON, TX 77002	MASTER LICENSE AGREEMENT FOR GEOPHYSICAL DATA	10/22/1996
28	PETROQUEST ENERGY, L.L.C. [CONTRACT ADDED]	TGS-NOPEC GEOPHYSICAL COMPANY 2500 CITY WEST BLVD., STE 2000 HOUSTON, TX 77042-3018	SUPPLEMENTAL NUMBER 2 AGREEMENT TO MASTER LICENSE AGREEMENT DATED 10/9/1998	8/23/2002
29	PETROQUEST ENERGY, L.L.C. [CONTRACT ADDED]	TGS-NOPEC GEOPHYSICAL COMPANY 2500 CITY WEST BLVD., STE 2000 HOUSTON, TX 77042-3018	EXTENSION OF DATA SELECTION PERIOD - SUPPLEMENT #3	8/23/2002
30	PETROQUEST ENERGY, INC [CONTRACT ADDED]	TGS-NOPEC GEOPHYSICAL COMPANY 2500 CITY WEST BLVD., STE 2000 HOUSTON, TX 77042-3018	SUPPLEMENTAL NUMBER 1 AGREEMENT TO MASTER LICENSE AGREEMENT DATED 10/9/1998	11/13/2000
31	PETROQUEST ENERGY, INC [CONTRACT ADDED]	TGS-NOPEC GEOPHYSICAL COMPANY 2500 CITY WEST BLVD., STE 2000 HOUSTON, TX 77042-3018	GEOPHYSICAL DATA LICENSE AGREEMENT	8/23/1999
32	PETROQUEST ENERGY, INC [CONTRACT ADDED]	TGS-NOPEC GEOPHYSICAL COMPANY 2500 CITY WEST BLVD., STE 2000 HOUSTON, TX 77042-3018	MASTER LICENSE AGREEMENT FOR GEOPHYSICAL DATA	10/9/1998
33	PETROQUEST ENERGY, L.L.C. [CONTRACT ADDED]	WESTERNGECO 1515 POYDAS STREET NEW ORLEANS, LA 70112	NON-EXCLUSIVE 3D LIBRARY PURCHASE AGREEMENT	8/27/2003
34	PETROQUEST ENERGY, L.L.C. [CONTRACT ADDED]	WESTERNGECO 10001 RICHMOND AVE HOUSTON, TX 77042	MASTER LICENSE AGREEMENT FOR MULTICLIENT SEISMIC DATA	
35	PETROQUEST ENERGY, L.L.C. [CONTRACT ADDED]	WESTERNGECO L.L.C. 10001 RICHMOND AVE HOUSTON, TX 77042	MASTER AGREEMENT FOR LICENSING OF MULTICLIENT SEISMIC DATA	1/24/2002

\* PetroQuest Energy, L.L.C. is currently negotiating the terms of an amended lease agreement with One Hughes Landing, LLC and will remove the lease agreements from this Schedule once the Court approves any amended agreement.

**EXHIBIT E**

**Schedule of Assumed Executory Contracts and Unexpired Leases**

On the Effective Date, except as otherwise provided in the Plan or the Confirmation Order, all Executory Contracts or Unexpired Leases will be deemed assumed and assigned to the Reorganized Debtors or their designated assignee in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, regardless of whether such Executory Contract or Unexpired Lease is set forth on the Schedule of Assumed Executory Contracts and Unexpired Leases, other than: (1) those that are identified on the Schedule of Rejected Executory Contracts and Unexpired Leases; (2) those that have been previously rejected by a Final Order; (3) those that are the subject of a motion to reject Executory Contracts or Unexpired Leases that is pending on the Effective Date; or (4) those that are subject to a motion to reject an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is after the Effective Date.

Entry of the Confirmation Order shall constitute the Court's order approving the assumptions, assumptions and assignments, or rejections, as applicable, of Executory Contracts or Unexpired Leases as set forth in the Plan or in the Schedule of Rejected Executory Contracts and Unexpired Leases and the Schedule of Assumed Executory Contracts and Unexpired Leases, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, assumptions, assumptions and assignments, or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan but not assigned to a third party before the Effective Date shall re-vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Court. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Court on or after the Effective Date. Notwithstanding anything to the contrary in the Plan, the Debtors, with the consent of the Requisite Creditors, reserve the right to alter, amend, modify, or supplement the Schedule of Rejected Executory Contracts and Unexpired Leases at any time prior to the Effective Date on no less than three (3) days' notice to the applicable non-Debtor counterparties.

**ALL EXECUTORY CONTRACTS OR UNEXPIRED LEASES OTHER THAN: (1) THOSE LISTED ON THE SCHEDULE OF ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (2) THOSE THAT ARE IDENTIFIED ON THE SCHEDULE OF REJECTED EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (3) THOSE THAT HAVE BEEN PREVIOUSLY REJECTED BY A FINAL ORDER; (4) THOSE THAT ARE THE SUBJECT OF A MOTION TO REJECT EXECUTORY CONTRACTS OR UNEXPIRED LEASES THAT IS PENDING ON THE EFFECTIVE DATE; OR (5) THOSE THAT ARE SUBJECT TO A MOTION TO REJECT AN EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO WHICH THE REQUESTED EFFECTIVE DATE OF SUCH REJECTION IS AFTER THE EFFECTIVE DATE WILL BE ASSUMED AND THE DEBTORS BELIEVE NO CURE AMOUNT IS DUE FOR THOSE EXECUTORY CONTRACTS OR UNEXPIRED LEASES. THE DEADLINE TO OBJECT TO THE DEBTORS' PROPOSED ASSUMPTION AND CURE AMOUNT IS JANUARY 23, 2019, AT 12:00 P.M. PREVAILING CENTRAL TIME.**

Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or assumption and assignment or the proposed Cure Claim will be deemed to have assented to such assumption or assumption and assignment and the Cure Claim. Payment in Cash, on the Effective Date or as soon as reasonably practicable thereafter, to such counterparty of the amount set forth on the applicable Cure Notice shall, as a matter of law, satisfy any and all monetary defaults under the applicable Executory Contract or Unexpired Lease. In the event of a dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtors or any assignee, to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption or assumption and assignment, such dispute shall be resolved by a Final Order of the Court.

In any case, if the Court determines that the Allowed Cure Claim with respect to any Executory Contract or Unexpired Lease is greater than the amount set forth in the applicable Cure Notice, the Debtors or the Reorganized Debtors, as applicable, with the consent of the Requisite Creditors, will have the right to add such Executory Contract or Unexpired Lease to the Schedule of Rejected Executory Contracts and Unexpired Leases, in which case such Executory Contract or Unexpired Lease will be deemed rejected as of the Effective Date. After such Executory Contract or Unexpired Lease is added to the Schedule of Rejected Executory Contracts and Unexpired Leases, the applicable counterparty shall be served with a notice of rejection of its Executory Contract or Unexpired Lease.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the date that the Debtors assume such Executory Contract or Unexpired Lease. Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Court.

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors, or, after the Effective Date, the Reorganized Debtors, in each case with the consent of the Requisite Creditors, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease.

## ASSUMPTION SCHEDULE WITH CURE AMOUNTS

File #	Debtor(s)	Contract Counterparty	Description of Contract or Lease	Execution Date	Expiration Date	Cure Amount
1	PETROQUEST ENERGY, L.L.C.	A2D TECHNOLOGIES INC. DEBRA JACKSON P.O. BOX 733255 DALLAS, TX 75373-3255	GEOLOGICAL AND GEOPHYSICAL SERVICES AGREEMENT	July 2017	July 2019	\$280.00
2	PETROQUEST ENERGY, INC	A2D TECHNOLOGIES, INC DBA GEOLOGICAL PRODUCTS & SERVICES 785 GREENS PARKWAY, STE 100 HOUSTON, TX 77067	SUBSCRIPTION ADDENDUM NO. 2 TO OPERATING AGREEMENT DATED 9/2/2005	7/1/2017	7/1/2020	AS ABOVE
3	PETROQUEST ENERGY, L.L.C.	AT&T P.O. BOX 5014 CAROL STREAM, GA 60197-5014	UTILITY SERVICES AGREEMENT	2/21/2018	2/21/2019	\$1,589.73
4	PETROQUEST ENERGY, L.L.C.	C & S JANITORIAL SERVICE 4400 A AMBASSADOR CAFFERY PKWY. LAFAYETTE, LA 70508-6706	G&A SERVICE SERVICES AGREEMENT	2/1/2003	annual renewal	\$978.66
5	PETROQUEST ENERGY, L.L.C.	IHS MARKIT SHAN GIESLER 1401 ENCLAVE PARKWAY SUITE 500 HOUSTON, TX 77077	IT-DATA SUBSCRIPTION PROVIDER SERVICES AGREEMENT	1/9/2002	1/9/2020	\$40,391.08
6	PETROQUEST ENERGY, L.L.C.	INFOSTAT SYSTEMS, INC. BOB BRENNAN 1545 RIVER PARK DRIVE SUITE 350 SACRAMENTO, CA 95815	LICENCE & SOFTWARE PROVIDER CONTRACT	7/1/2018	6/30/2019	\$1,200.04
7	PETROQUEST ENERGY, L.L.C.	LUS FIBER CUSTOMER SERVICE P.O. BOX 4030-C LAFAYETTE, LA 70502-4030	UTILITY SERVICES AGREEMENT	10/17/2018	10/16/2019	\$121.98
8	PETROQUEST ENERGY, L.L.C.	PITNEY BOWES P.O. BOX 371887 PITTSBURG, PA 15250-7887	G&A LEASE AGREEMENT	5/29/2015	7/9/2023	\$25.45
9	PETROQUEST ENERGY, L.L.C.	QUORUM BUSINESS SOLUTIONS, INC. SOROOSH SEYHOON 811 MAIN STREET SUITE 2000 HOUSTON, TX 77002	LICENCE & SOFTWARE PROVIDER CONTRACT	1/19/2007	12/31/2019	\$1,336.50

## ASSUMPTION SCHEDULE WITH CURE AMOUNTS

File #	Debtor(s)	Contract Counterparty	Description of Contract or Lease	Execution Date	Expiration Date	Cure Amount
10	PETROQUEST ENERGY, L.L.C.	VERIZON WIRELESS KYLE DRISCOLL P.O. BOX 660108 DALLAS, TX 75266-0108	UTILITY SERVICES AGREEMENT	2/2/2017	12/12/2020	\$1,261.03
11	PETROQUEST ENERGY, L.L.C.	XEROX CORPORATION P.O. BOX 802555 CHICAGO, IL 60680-2555	COPIER PROVIDER & LICENCE CONTRACT	9/24/2015	1/28/2023	\$835.87
12	PETROQUEST ENERGY, L.L.C.	XEROX CORPORATION P.O. BOX 7405 PASADENA, CA 91109-7405	COPIER PROVIDER & LICENCE CONTRACT	9/24/2015	1/28/2023	\$10,474.78

\* Please note that all executory contracts or unexpired leases other than: (1) those listed on this Schedule of Assumed Executory Contracts and Unexpired Leases; (2) those that are identified on the Schedule of Rejected Executory Contracts and Unexpired Leases; (3) those that have been previously rejected by a final order; (4) those that are the subject of a motion to reject executory contracts or unexpired leases that is pending on the Effective Date; or (5) those that are subject to a motion to reject an executory contract or unexpired lease pursuant to which the requested Effective Date of such rejection is after the Effective Date will be assumed and the Debtors believe no cure amount is due for those executory contracts or unexpired leases.

**EXHIBIT H****Identity of New Boards and Senior Management**

Article IV.I of the Plan provides that as of the Effective Date, the term of the current members of the board of directors, members or managers of each of the Debtors shall expire automatically, and the New Boards and the officers of each of the Reorganized Debtors shall be appointed in accordance with the Plan, the New Organizational Documents, and other constituent documents of each Reorganized Debtor. The initial New Parent Board shall consist of five (5) members, consisting of Charles T. Goodson as the President and Chief Executive Officer of New Parent and the following four (4) additional Persons:

**PetroQuest Energy, Inc.**

<b>NAME OF BOARD MEMBER</b>	<b>TITLE</b>	<b>COMPENSATION<sup>1</sup></b>
Neal Goldman	Chair	<ul style="list-style-type: none"> <li>• \$85,000 annual cash retainer; and</li> <li>• \$300,000 of New Equity based on Plan value granted in Restricted Stock Units vesting in 1/3 increments over 3 years.</li> </ul>
David Rainey Harry Quarls Brad Juneau	Members	<ul style="list-style-type: none"> <li>• \$70,000 annual cash retainer; and</li> <li>• \$225,000 of New Equity based on Plan value granted in Restricted Stock Units vesting in 1/3 increments over 3 years.</li> </ul>

**Senior Management**

<b>NAME OF OFFICER</b>	<b>TITLE</b>
Charles T. Goodson	President and Chief Executive Officer
J. Bond Clement	Executive Vice President, Chief Financial Officer and Treasurer
Arthur M. Mixon, III	Executive Vice President – Operations & Production
Stephen H. Green	Senior Vice President-Exploration
Edgar Anderson	Vice President – ArkLaTex
Desireé D. Early	Director of Risk, Administration & Corporate Secretary

<sup>1</sup> In the event that a board member leaves the board prior to the completion of the three year vesting period, then that member's equity interest will be prorated and the departed member will lose the unvested shares.

**PetroQuest Energy, L.L.C.**  
**PetroQuest Oil & Gas L.L.C.**  
**PQ Holdings, L.L.C.**

**Managers and Members of the Board of Directors**

<b>NAME</b>	<b>TITLE</b>
Charles T. Goodson	Director
J. Bond Clement	Director
Arthur M. Mixon, III	Director

**Senior Management**

<b>NAME OF OFFICER</b>	<b>TITLE</b>
Charles T. Goodson	President and Chief Executive Officer
J. Bond Clement	Executive Vice President, Chief Financial Officer and Treasurer
Arthur M. Mixon, III	Executive Vice President – Operations & Production
Stephen H. Green	Senior Vice President-Exploration
Edgar Anderson	Vice President – ArkLaTex
Desireé D. Early	Director of Risk, Administration & Corporate Secretary

**EXHIBIT K**

**GUC Administrator Agreement**

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GUC ADMINISTRATOR AGREEMENT

by and among

The Reorganized Debtors

And

Ryan Bouley, as GUC Administrator

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Dated as of \_\_\_\_\_, 2019

GUC ADMINISTRATOR AGREEMENT

PREAMBLE

The GUC Administrator Agreement (the “Agreement”) is made this [ ]th day of [\_\_\_\_] 2019, by and among PetroQuest Energy, Inc. (“PetroQuest”), PetroQuest Energy, L.L.C. (“PQE”), PetroQuest Oil & Gas, L.L.C. (“POG”), and PQ Holdings LLC (“PQ Holdings”, and collectively with PetroQuest, PQE, and POG on and after the Effective Date, the “Reorganized Debtors”) and Ryan Bouley (the “GUC Administrator”) in accordance with that certain *First Amended Chapter 11 Plan of Reorganization, as Immaterially Modified as of January 28, 2019* (as amended, the “Plan”) and the *Findings of Fact, Conclusions of Law, and Order Confirming the Debtors’ First Amended Chapter 11 Plan of Reorganization, as Immaterially Modified as of January 28, 2019* (the “Confirmation Order”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Plan or the Confirmation Order, as applicable.

RECITALS

**WHEREAS**, on the Petition Date, PetroQuest, PQE, TDC Energy LLC, POG, PQ Holdings, Pittrans Inc., and Sea Harvester Energy Development, L.L.C. (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the Court;

**WHEREAS**, on January 28, 2019, the Debtors filed the Plan with the Court;

**WHEREAS**, on [\_\_\_\_], 2019, the Plan was confirmed and the Confirmation Order was entered by the Court;

**WHEREAS**, on [\_\_\_\_], 2019, the Effective Date of the Plan occurred;

**WHEREAS**, the Plan contemplates that the Creditors’ Committee, in consultation with the Debtors and the Requisite Creditors, shall appoint the GUC Administrator to perform his duties in accordance with the Plan, the Confirmation Order, and this Agreement;

**WHEREAS**, the Plan provides that the GUC Administrator shall, among other things, object to General Unsecured Claims, administer the General Unsecured Claims allowance process, and authorize distributions to Holders of General Unsecured Claims from the General Unsecured Claims Distribution, in each case, as set forth in the Plan, the Confirmation Order, and this Agreement;

**WHEREAS**, this Agreement is entered into in accordance with, and to facilitate the implementation and execution of, the Plan;

**WHEREAS**, pursuant to the Plan, the Creditors’ Committee, in consultation with the Debtors and the Requisite Creditors, has selected Ryan Bouley to serve as the GUC Administrator, effective upon the date hereof, and Ryan Bouley is willing to serve as GUC Administrator pursuant to the Plan, the Confirmation Order, and this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the covenants and agreements set forth herein, the parties hereto agree as follows:

## **Article I.**

### **Acceptance of Positions; Fiduciary of the Estate**

Section 1.1 Acceptance. Ryan Bouley hereby (a) accepts appointment as the GUC Administrator and (b) agrees to observe and perform all duties and obligations imposed upon the GUC Administrator under the Plan, the Confirmation Order, this Agreement, and other orders of the Court and applicable law.

Section 1.2 Appointment. The GUC Administrator has been selected by the Creditors' Committee, in consultation with the Debtors and the Requisite Creditors, pursuant to the provisions of the Plan and has been appointed as of the Effective Date. The GUC Administrator's appointment shall continue until the earlier of (a) the termination of this Agreement as set forth herein, or (b) the GUC Administrator's resignation, death, or removal, in each case in accordance with the provisions of this Agreement and the Plan.

Section 1.3 Fiduciary. The GUC Administrator shall be a fiduciary of the Reorganized Debtors and shall perform his obligations consistent with the Plan, the Confirmation Order, this Agreement, and other orders of the Court and applicable law.

Section 1.4 Capacity of GUC Administrator. Notwithstanding any state or federal law to the contrary or anything herein, the GUC Administrator shall himself have the capacity to act or refrain from acting, on his own behalf, including the capacity to sue and be sued. The GUC Administrator may alone be the named movant, respondent, party plaintiff or defendant, or the like in all adversary proceedings, contested matters, and other cases or proceedings brought by or against him, and may settle and compromise all such matters in his own name, and the GUC Administrator shall be deemed to be a party in interest for purposes of contesting or settling objections to General Unsecured Claims against the Debtors. The GUC Administrator shall be vested with all the powers and authority that has been granted to him under the Plan, the Confirmation Order, and this Agreement. The GUC Administrator shall be authorized to use Bankruptcy Rule 2004 and any other bankruptcy or other tools of discovery available to the Debtors or their Estates, solely as it relates to administering the General Unsecured Claims Distribution.

## **Article II.**

### **Funding of GUC Administrator's Fees and Expenses**

Section 2.1 Prior to the Effective Date, an amount of Cash from the General Unsecured Claims Distribution estimated by the Creditors' Committee in consultation with the Debtors and the Requisite Creditors as sufficient to perform the functions of the GUC Administrator in connection with his responsibilities, including fees for his counsel, shall be placed into a segregated account held by the GUC Administrator, and which segregated amount shall not limit the fees and expenses, including fees for his counsel, of the GUC Administrator in the performance of his duties; *provided, however*, that in no event shall the Reorganized Debtors

be obligated to provide additional funds on account of the GUC Administrator's fees and expenses in excess of the General Unsecured Claims Distribution. Any excess amount remaining in the account in connection with the closing of the Chapter 11 Cases will be treated as distributable Cash to Holders of Allowed General Unsecured Claims.

### **Article III.**

#### **Role of GUC Administrator**

Section 3.1 Role of GUC Administrator. As more fully set forth in Sections 6.2 and 6.4 herein, the GUC Administrator shall have the power to administer the General Unsecured Claims Distribution and make or authorize distributions to Holders of General Unsecured Claims.

Section 3.2 No Implied Obligations. The GUC Administrator shall not be liable to the Reorganized Debtors or any other party except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be read into this Agreement against the GUC Administrator.

Section 3.3 Employment of Other Persons. The GUC Administrator may employ one or more persons to assist him with performing his duties under the Plan as described in further detail in Sections 6.2 and 6.4 herein; *provided that* such persons may be employees of the Reorganized Debtors and professionals employed in the Chapter 11 Cases.

Section 3.4 Limitations on GUC Administrator. Notwithstanding anything to the contrary under applicable law, the GUC Administrator shall not take, assert, commence, pursue, bring, continue or obtain, as applicable, any Cause of Action against any Released Party.

### **Article IV.**

#### **Distributions to Holders of General Unsecured Claims**

Section 4.1 Distributions. The GUC Administrator shall make distributions on account of Allowed General Unsecured Claims in accordance with the Plan. The GUC Administrator, to the extent practicable, shall make an initial distribution not later than the first full quarter ended after the Effective Date and quarterly thereafter, unless the GUC Administrator determines in the exercise of his reasonable discretion that there are not sufficient available proceeds to fund a distribution.

Section 4.2 Interest on Claims. Unless otherwise specifically provided by the Plan, the Confirmation Order, any other order of the Court or by applicable bankruptcy law, postpetition interest, fees, costs, and other charges shall not accrue and shall not be paid on any Allowed General Unsecured Claim.

Section 4.3 Record Date for Distributions. On the Distribution Record Date, the Claims Register of the Debtors shall be closed and the GUC Administrator shall be authorized and entitled to recognize only those record Holders of General Unsecured Claims listed on such Claims Register as of the close of business on the Distribution Record Date.

Section 4.4 Cash Distributions. Distributions of Cash may be made either by check drawn on a domestic bank or wire transfer from a domestic bank, at the option of the GUC Administrator, except that Cash payments made to foreign Holders of Allowed General Unsecured Claims may be made in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

Section 4.5 Delivery of Distributions.

(a) Addresses for Delivery

Distributions to Holders of Allowed General Unsecured Claims shall be made to the Holders of record as of the Distribution Record Date by the GUC Administrator as follows: (1) to the signatory at the address set forth on the last Proof of Claim Filed by such Holder or other representative identified therein (or at the last known address of such Holder if the Debtors have been notified in writing of a change of address); (2) at the address set forth in any written notice of address changes delivered to the GUC Administrator or the Reorganized Debtors after the Effective Date; (3) at the address reflected in the Schedules if no Proof of Claim has been Filed and the GUC Administrator or the Reorganized Debtors have not received a written notice of a change of address; or (4) to any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf. The GUC Administrator shall not be responsible for ascertaining or verifying the accuracy of such addresses and shall not incur any liability whatsoever on account of any undeliverable distributions under the Plan resulting from incorrect addresses.

(b) Undeliverable Distributions

In the event that any distribution to any Holder of an Allowed General Unsecured Claim is returned as undeliverable, no distribution to such Holder shall be made unless and until the GUC Administrator shall have determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest.

(c) Reversion

Any distribution under the Plan on account of an Allowed General Unsecured Claim that is an Unclaimed Distribution for a period of one year from the Effective Date, pursuant to Article VI.A.3 of the Plan, shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code. After such date, all such unclaimed property or interests in property that would otherwise be part of the General Unsecured Claims Distribution shall be distributed to Holders of Allowed General Unsecured Claims without the need for a further order by the Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder to such property or interest in property shall be discharged and forever barred.

Section 4.6 Claims Paid or Payable by Third Parties.

(a) Claims Paid by Third Parties

The GUC Administrator, with respect to General Unsecured Claims, shall reduce in full an Allowed General Unsecured Claim, and such General Unsecured Claim shall be

Disallowed without a claim objection having to be Filed and without any further notice to or action, order, or approval of the Court, to the extent that the Holder of such General Unsecured Claim receives payment in full on account of such General Unsecured Claim from a party that is not a Debtor or Reorganized Debtor. Subject to the last sentence of this paragraph, to the extent a Holder of an Allowed General Unsecured Claim receives a distribution on account of such General Unsecured Claim and thereafter receives payment from a party that is not the GUC Administrator on account of such General Unsecured Claim, such Holder shall, within 14 days of receipt thereof, repay or return the distribution to the GUC Administrator to the extent the Holder's total recovery on account of such General Unsecured Claim from the third party and under the Plan exceeds the amount of such Allowed General Unsecured Claim as of the Petition Date. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the GUC Administrator annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14) day grace period specified above until the amount is repaid.

(b) Claims Payable by Insurers

Holders of General Unsecured Claims that are covered by the Debtors' insurance policies shall seek payment of such General Unsecured Claims from applicable insurance policies, *provided that* the Debtors, the Reorganized Debtors, and the GUC Administrator, as applicable, shall have no obligation to pay any amounts in respect of prepetition deductibles or self-insured retention amounts. No distributions under the Plan shall be made on account of an Allowed General Unsecured Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed General Unsecured Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a General Unsecured Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such General Unsecured Claim may be expunged without an objection having to be Filed and without any further notice to or action, order, or approval of the Court.

(c) Applicability of Insurance Policies

Except as otherwise provided in the Plan, distributions to Holders of Allowed General Unsecured Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in the Plan or this Agreement shall constitute or be deemed a waiver of any Cause of Action that the Debtors, the Reorganized Debtors, or any Entity may hold against any other Entity (other than a Released Party), including insurers under any insurance policies, nor shall anything contained in the Plan or this Agreement constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

Section 4.7 Withholding and Reporting Requirements/Allocation. In connection with the Plan and distributions to the Holders of Allowed General Unsecured Claims, the GUC Administrator shall comply with all tax withholding and reporting requirements imposed on the GUC Administrator by any Governmental Unit and all distributions pursuant to the Plan shall be subject to any such withholding and reporting requirements. To the extent that any Allowed General Unsecured Claim entitled to a distribution under the Plan is composed of

indebtedness and accrued but unpaid interest thereon, each Holder of an Allowed General Unsecured Claim shall have the option to apply such Holder's Pro Rata share of consideration distributed under the Plan (cash or value) to satisfy outstanding principal of or accrued interest on such Holder's Allowed General Unsecured Claim, as such allocation is determined by such Holder in its sole discretion. Notwithstanding any provision in the Plan to the contrary, the GUC Administrator shall be authorized to take all actions necessary or appropriate to comply with any tax withholding and reporting requirements, including:

- (a) liquidating a portion of the distributions to be made to Holders of Allowed General Unsecured Claims under the Plan to generate sufficient funds to pay applicable withholding taxes;
- (b) withholding distributions pending receipt of information necessary to facilitate such distributions; or
- (c) establishing any other mechanisms he believes are reasonable and appropriate.

The GUC Administrator reserves the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, liens, and encumbrances.

Section 4.8 Minimum Distributions. Holders of Allowed General Unsecured Claims entitled to distributions of \$50.00 or less shall not receive distributions, and each such claim to which this limitation applies shall be discharged pursuant to Article VIII of the Plan and its Holder shall be forever barred pursuant to Article VIII of the Plan from asserting that Claim against the Reorganized Debtors or their property.

## **Article V.**

### **Procedures for Resolving Disputed, Contingent and Unliquidated General Unsecured Claims**

#### Section 5.1 Objections to Claims.

- (a) Authority

Except as otherwise specifically provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Effective Date, the GUC Administrator, by order of the Court, shall have the sole authority: (1) to File, withdraw, or litigate to judgment objections to General Unsecured Claims; (2) to settle or compromise any Disputed Claim that is a General Unsecured Claim without any further notice to or action, order, or approval by the Court; and (3) to administer and adjust the Claims Register (solely with respect to General Unsecured Claims) to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Court. For the avoidance of doubt, the Reorganized Debtors shall be responsible for the claims resolution process with respect to those General Unsecured Claims with insurance coverage and the claims

asserted by Mack Oil Co. in connection with that certain proceeding pending before the American Arbitration Association, Case No. 01-16-0000-8394.

(b) Claims Objection Deadline

No later than the Claims Objection Deadline, the GUC Administrator may file objections with the Court and serve such objections on Holders of General Unsecured Claims to which such objections are made. Nothing contained herein, however, shall limit the right of the GUC Administrator to object to General Unsecured Claims, if any, filed or amended after the Claims Objection Deadline. The Claims Objection Deadline may be extended by the Court upon motion by the GUC Administrator without notice or a hearing. Bankruptcy Rule 9006 shall apply to any motion to extend the Claims Objection Deadline.

Section 5.2 Estimation of Claims. The GUC Administrator may (but is not required to) at any time request that the Court estimate any General Unsecured Claim that is a Disputed Claim (a “Disputed General Unsecured Claim”) pursuant to section 502(c) of the Bankruptcy Code, regardless of whether any party previously has objected to such General Unsecured Claim, and the Court shall retain jurisdiction to estimate any such General Unsecured Claim, including during the litigation of any objection to any General Unsecured Claim or during any appeal relating to such objection. In the event that the Court estimates any Disputed General Unsecured Claim, that estimated amount shall constitute a maximum limitation on such General Unsecured Claim for all purposes under the Plan (including for purposes of distributions), and the GUC Administrator may elect to pursue any supplemental proceedings to object to any ultimate distribution on such General Unsecured Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a General Unsecured Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before 21 days after the date on which such General Unsecured Claim is estimated. All of the aforementioned General Unsecured Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. General Unsecured Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Court.

Section 5.3 No Distributions Pending Allowance. No payment or distribution provided under the Plan shall be made to the extent that any General Unsecured Claim is a Disputed General Unsecured Claim, including if an objection to a General Unsecured Claim or portion thereof is Filed as set forth in Article VII of the Plan, unless and until such Disputed General Unsecured Claim becomes an Allowed General Unsecured Claim; *provided that* any portion of a General Unsecured Claim that is an Allowed General Unsecured Claim shall receive the payment or distribution provided under the Plan thereon notwithstanding that any other portion of such General Unsecured Claim is a Disputed General Unsecured Claim.

Section 5.4 Distributions After Allowance. To the extent that a Disputed General Unsecured Claim ultimately becomes an Allowed General Unsecured Claim, distributions (if any) shall be made to the Holder of such Allowed General Unsecured Claim in accordance with the provisions of the Plan. As soon as reasonably practicable after the date that the order or judgment of the Court allowing any Disputed General Unsecured Claim becomes a

Final Order, the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, without any interest, dividends, or accruals shall be paid to the Holder of such Allowed General Unsecured Claim on account of such Allowed General Unsecured Claim unless required under applicable bankruptcy law or as otherwise provided in the Plan or herein.

Section 5.5 Disputed Claims Reserve. The GUC Administrator may, in his sole discretion, hold Cash in a Disputed Claims Reserve from the General Unsecured Claims Distribution in trust solely for the benefit of the Holders of General Unsecured Claims ultimately determined to be Allowed after the Effective Date. The GUC Administrator shall distribute such amounts (net of any expenses, including any taxes relating thereto), as provided in the Plan or herein, as such Disputed General Unsecured Claims are resolved by a Final Order or agreed to by settlement, and such amounts will be distributable on account of such Disputed General Unsecured Claims as such amounts would have been distributable had such Disputed General Unsecured Claims been Allowed General Unsecured Claims as of the Effective Date.

Section 5.6 Claims Already Satisfied. Notwithstanding the contents of the Schedules, General Unsecured Claims listed therein as undisputed, liquidated and not contingent shall be reduced by the amount, if any, that was paid by the Debtors or any third party prior to the Effective Date, including pursuant to orders of the Court. To the extent such payments are not reflected in the Schedules, such Schedules shall be deemed amended and reduced to reflect that such payments were made. The GUC Administrator is authorized, and without any further notice to or action, order or approval of the Court, to direct the Notice and Claims Agent to update the official Claims Register maintained in the Chapter 11 Cases in accordance with any General Unsecured Claims satisfied or reduced pursuant to the Plan or this Section 5.6. Nothing in the Plan shall preclude the GUC Administrator from paying General Unsecured Claims that the Debtors were authorized to pay pursuant to any Final Order entered by the Court prior to the Effective Date.

## Article VI.

### **General Powers; Rights and Obligations of the GUC Administrator**

#### Section 6.1 General Powers.

(a) The GUC Administrator shall be a fiduciary of the Reorganized Debtors and shall have all powers, authority, and responsibilities specified in the Plan and this Agreement. In particular, the GUC Administrator's rights, duties, and powers shall include, but are not limited to, the following:

(1) hold and administer the Cash that comprises the General Unsecured Claims Distribution;

(2) pay, from the General Unsecured Claims Distribution, all out of pocket expenses incurred in connection with the discharge of his duties under the Plan;

(3) make distributions to Holders of Allowed General Unsecured Claims as provided in the Plan and in this Agreement;

(4) provide periodic reports and updates to the Reorganized Debtors regarding the status of the administration of the General Unsecured Claims as may be reasonably required;

(5) to the extent necessary, open and maintain bank accounts, draw checks and drafts thereon by the sole signature of the GUC Administrator, and terminate such accounts as the GUC Administrator deems appropriate;

(6) File, prosecute, withdraw, or object to General Unsecured Claims (Disputed or otherwise), and compromise or settle any General Unsecured Claims, prior to or after objection;

(7) coordinate with the Notice and Claims Agent to administer and adjust the Claims Register (solely with respect to General Unsecured Claims) to reflect any such settlements or compromises set forth in the preceding paragraph without any further notice to or action, order or approval by the Court;

(8) retain or engage professionals, employees, and consultants, and pay such professionals, employees, and consultants the reasonable fees and expenses incurred by the GUC Administrator as set forth in Section 6.4; and

(9) such other activities as necessary and consistent to fulfill the GUC Administrator's duties as set forth in the Plan and this Agreement and to effect the provisions of the Plan.

(b) The GUC Administrator shall not at any time enter into or engage in any trade or business that would create a conflict with the Reorganized Debtors.

Section 6.2 Resignation or Removal of GUC Administrator. In the event of the incapacity or removal of the GUC Administrator, a successor GUC Administrator may be appointed in accordance with this Agreement. The GUC Administrator may resign at any time upon 30 days' notice filed with the Court (the "Resignation Notice"), *provided that* such resignation shall only become effective upon the appointment of a successor GUC Administrator. The Resignation Notice shall identify a proposed successor GUC Administrator approved by the Reorganized Debtors and the Requisite Creditors and shall include the proposed terms of engagement of the successor GUC Administrator. Any successor GUC Administrator appointed under this Section 6.2 shall execute an engagement letter and an instrument accepting its appointment under the Plan, the Confirmation Order, and this Agreement, and shall file copies of each with the Court. Thereupon, the successor GUC Administrator, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of its predecessor under the Plan, the Confirmation Order, and this Agreement, and all responsibilities of the predecessor GUC Administrator shall be terminated.

Any party in interest may move for the removal of the GUC Administrator for cause upon providing notice to the GUC Administrator and his counsel; *provided, however*, that if any party in interest shall object to such removal within 21 days of such notice, such removal shall not be effective until approved by the Court. No successor GUC Administrator hereunder

shall in any event have any liability or responsibility for the acts or omissions of any of its predecessors.

Section 6.3 Maintenance of Privileges. The attorney-client privilege, the attorney work product doctrine and any similar privilege against disclosure, and all other similar immunities, of the Reorganized Debtors shall extend to the GUC Administrator and there shall be no waiver of any privileges for sharing information and/or documents with the GUC Administrator. Any dispute over whether such privileges, immunities or documents are waived shall be determined by the Court.

Section 6.4 Retention of Attorneys, Accountants and Other Professionals. The GUC Administrator may retain professionals to aid the GUC Administrator in the performance of his responsibilities under the terms of the Plan, the Confirmation Order, and this Agreement, including reconciliation of Disputed General Unsecured Claims and distributions to Holders of Allowed General Unsecured Claims. The professionals retained by the GUC Administrator may include:

(a) law firm(s) as the GUC Administrator may deem advisable to aid the GUC Administrator in the performance of his duties and to perform such other functions as may be appropriate to carry out the primary purposes of the Plan; and

(b) such other accountants, experts, advisors, consultants, investigators, appraisers, auctioneers or other professionals as are advisable to carry out and effect the terms of the Plan, the Confirmation Order, and this Agreement.

Section 6.5 Compensation of GUC Administrator and Professionals.

(a) The GUC Administrator shall receive compensation for services rendered and expenses incurred in fulfilling his duties pursuant to the Plan, the Confirmation Order, and this Agreement, including any necessary services rendered and reasonable expenses incurred prior to the date that this Agreement becomes effective. The GUC Administrator shall be compensated in accordance with the terms mutually agreed upon by the Reorganized Debtors and the GUC Administrator as of the Effective Date. The GUC Administrator shall also be entitled to reimbursement for all reasonable out-of-pocket expenses incurred in connection with this Agreement, such as travel, lodging and meals, in accordance with and subject to the Plan. The compensation of the GUC Administrator and reimbursement of the GUC Administrator's expenses shall not be subject to approval of the Court. For the avoidance of doubt, the GUC Administrator's fees and expenses will be paid solely from the General Unsecured Claims Distribution.

(b) On or before the last day of each month following the month for which compensation is sought, each GUC Administrator professional seeking compensation shall serve a monthly statement on the GUC Administrator detailing the compensation sought; *provided, however,* that any professional's failure to serve a monthly statement for any one or more months shall not waive or impair the right of such professionals to subsequently seek compensation for all or any number of such months in a later statement delivered to the GUC Administrator. The GUC Administrator shall have 10 days from the date such statement is received to review the

statement and object to such statement by serving a written objection on the professional setting forth the precise nature of the objection and the amount at issue. At the expiration of the 10-day period, the GUC Administrator shall promptly pay 100% of the amounts requested, except for the portion of such fees and disbursements to which an objection has been made. The parties shall attempt to consensually resolve objections, if any, to any monthly statement. If the parties are unable to reach a consensual resolution, such professional may seek payment of such fees by filing a motion with the Court on proper notice to the GUC Administrator.

Section 6.6 Timely Performance. In accordance with the terms of the Plan, the GUC Administrator shall make reasonable continuing efforts to object to and reconcile General Unsecured Claims, including such General Unsecured Claims that are Disputed General Unsecured Claims, and make timely distributions to Allowed General Unsecured Claims.

Section 6.7 Conflicts of Interest. Conflicts of interest of the GUC Administrator will be addressed by the GUC Administrator appointing a disinterested person to handle any matter where the GUC Administrator has identified a conflict of interest or the Court, on motion of a party in interest, determines one exists. In the event the GUC Administrator is unwilling or unable to appoint a disinterested person to handle any such matter, or a party in interest objects to a disinterested person appointed by the GUC Administrator, such party in interest may file an objection with the Court, on notice to the GUC Administrator, setting forth such objection and seeking entry of an order of the Court appointing a disinterested person recommended in such objection.

Section 6.8 Final Accounting. The GUC Administrator (or any such successor GUC Administrator) shall within 30 days after termination of this Agreement pursuant to Article IX hereunder, or the death, dissolution, liquidation, resignation, or removal of the GUC Administrator, render an accounting (and file it with the Court) containing the following information:

- (a) a summarized accounting of all disbursements, payments and any other transactions in connection with the General Unsecured Claims Distribution;
- (b) a description of all Disputed General Unsecured Claims and the status thereof; and
- (c) a copy of the official Claims Register.

## **Article VII.**

### **Standard of Care; Limitations on Liability**

Section 7.1 Standard of Care; Exculpation.

- (a) Standard of Care

The GUC Administrator shall perform the duties and obligations imposed on the GUC Administrator by this Agreement in the utmost good faith.

## (b) Exculpation

Neither the GUC Administrator, nor any director, officer, affiliate, employee, employer, professional, agent, or representative of the GUC Administrator, each in its capacity as such (the “Exculpated Parties”) shall be liable for losses, claims, damages, liabilities, obligations, settlements, proceedings, suits, judgments, causes of action, litigation, actions, investigations (whether civil or administrative and whether sounding in tort, contract or otherwise), penalties, costs, and expenses, including reasonable fees and disbursements incurred, caused by, relating to, based upon, or arising out of (directly or indirectly) the Exculpated Party’s execution, delivery, and acceptance of or the performance or nonperformance of its powers, duties, and obligations under this Agreement, the Plan, the Confirmation Order, any other order of the Court or applicable law or as may arise by reason of any action, omission or error of an Exculpated Party; *provided, however*, that the foregoing limitation shall not apply to any acts or omissions determined by Final Order to be the direct result of such Exculpated Party’s fraud, willful misconduct, or gross negligence. None of the Exculpated Parties is deemed to be responsible for any other Exculpated Party’s actions or inactions. The foregoing exculpation with respect to any Exculpated Party shall survive the termination of such Exculpated Party from the capacity for which it was deemed exculpated.

Section 7.2 Limitation of Liability. No Exculpated Party shall be liable for punitive, remote or speculative damages under any circumstances, even if it has been advised of the possibility of such damages. The aggregate liability of each Exculpated Party, whether in tort, contract, or otherwise, is limited to the amount of fees paid to such Exculpated Party for services rendered in relation to the Chapter 11 Cases.

### Article VIII.

#### Retention of Jurisdiction

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, under the Plan, the Confirmation Order and sections 105(a) and 1142(g) of the Bankruptcy Code, the Court shall retain jurisdiction over all matters arising out of or related to the Chapter 11 Cases to the fullest extent legally permissible, including jurisdiction to:

- (a) allow in whole or in part, disallow in whole or in part, determine, liquidate, classify, estimate, or establish the amount of any General Unsecured Claim, including hearing and determining any and all objections to the allowance or estimation of General Unsecured Claims filed and adjudicating any disputes between Holders of General Unsecured Claims regarding rights to payment or turnover of consideration distributed under the Plan, both before and after the Effective Date, including any objections to the classification of any General Unsecured Claim;
- (b) ensure that distributions to Holders of Allowed General Unsecured Claims are accomplished as provided herein and adjudicate any and all disputes

arising from or relating to distributions under this Agreement and the Plan;  
and

- (c) adjudicate, decide, or resolve any disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, this Agreement, or actions involving the GUC Administrator.

## **Article IX.**

### **Termination**

Section 9.1 Termination. In accordance with the Plan and this Agreement, this Agreement shall terminate immediately once the GUC Administrator has distributed all of the General Unsecured Claims Distribution (net of the GUC Administrator's fees and expenses) to Holders of Allowed General Unsecured Claims.

Section 9.2 Maximum Term. The term of this Agreement shall end no later than the third (3rd) anniversary of the Effective Date; *provided, however*, that the GUC Administrator may extend the term for such additional period of time as is necessary to facilitate or complete the distribution of the General Unsecured Claims Distribution as follows: within the 6-month period prior to the termination of this Agreement, the GUC Administrator may file a notice of intent to extend the term with the Court and, upon approval of the Court of such extension request following notice and a hearing, the term of this Agreement shall be so extended.

## **Article X.**

### **Miscellaneous**

Section 10.1 Governing Document. Upon the Effective Date, and subject to the terms of the Plan and the Confirmation Order, this Agreement shall govern the GUC Administrator. To the extent of any inconsistency between the Confirmation Order, the Plan, and this Agreement, the terms of the Confirmation Order shall govern. To the extent of any inconsistency between the Plan and this Agreement, the Plan shall govern.

Section 10.2 Notices. All notices, requests, or other communications required or permitted to be made in accordance with this Agreement shall be made in writing and delivered personally, by facsimile transmission or electronic mail, or mailed by first class mail or by overnight delivery service:

If to the GUC Administrator:

Dacarba LLC  
Ryan Bouley  
711 Louisiana Street, Suite 3100  
Houston, Texas 77002

with copies to:

PetroQuest Energy Inc.  
Attn: J. Bond Clement  
400 E. Kaliste Saloom Road, Suite 6000  
Lafayette, Louisiana 70508

Notices sent out by (a) electronic or facsimile transmission shall be deemed delivered when actually received, (b) first class mail shall be deemed delivered 3 Business Days after mailing, and (c) by overnight delivery service shall be deemed delivered the next Business Day after mailing.

Section 10.3 Effectiveness. This Agreement shall become effective on the Effective Date.

Section 10.4 Counterparts. This Agreement may be executed in one or more counterparts (via facsimile, electronic mail, or otherwise), each of which shall be deemed an original but which together shall constitute but one and the same instrument.

Section 10.5 Governing Law. This Agreement shall be governed by, construed under and interpreted in accordance with, the laws of the State of Texas without giving effect to the principles of conflict of laws thereof.

Section 10.6 Headings. Sections, subheadings, and other headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

Section 10.7 Interpretative Provisions.

- (a) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural, unless the context otherwise requires.
- (b) All references to the Debtors, Reorganized Debtors, and the GUC Administrator pursuant to the definitions set forth in the Recitals hereto, or to any other person herein, shall include their respective successors and assigns.
- (c) The words “hereof”, “herein”, “hereunder”, “this Agreement,” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement, and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated, or replaced.
- (d) The word “including” when used in this Agreement shall mean “including, without limitation”.

Section 10.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions of this

Agreement, and any such prohibition or unenforceability in any jurisdiction shall neither invalidate nor render unenforceable any such provision in any other jurisdiction.

Section 10.9 No Suits by Creditors. No creditor of the Estates shall have any right by virtue of any provision of this Agreement to institute any action or proceeding, in law or in equity, against any party with respect to the Estates' assets.

Section 10.10 Enforcement and Administration. The Court shall enforce and administer the provisions of this Agreement, as set forth in the Plan and herein.

Section 10.11 Amendment. This Agreement may be amended by order of the Court upon a motion by the GUC Administrator with the consent of the Reorganized Debtors.

Section 10.12 Cooperation. The GUC Administrator shall have reasonable access to the Reorganized Debtors' books and records solely for the purpose of claims resolution, administration, and distribution purposes, and the Reorganized Debtors shall agree to provide their reasonable cooperation and commercially reasonable best efforts, as necessary, to assist the GUC Administrator with this process.

Section 10.13 Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior or contemporaneous agreements or understandings between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first above written.

**RYAN BOULEY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**PETROQUEST ENERGY, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PETROQUEST ENERGY, L.L.C.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PETROQUEST OIL & GAS, L.L.C.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PQ HOLDINGS LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_