UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported) October 5, 2018

W&T Offshore, Inc.
(Exact name of registrant as specified in its charter)

Texas	**1-32414**	**72-1121985**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

Nine Greenway Plaza, Suite 300
Houston, Texas 77046
(Address of Principal Executive Offices)

713.626.8525
(Registrant's Telephone Number, Including Area Code)

N/A
(Former Name or Former Address, If Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule12b-2 of the Securities Exchange Act of 1934

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On October 5, 2018, W&T Offshore, Inc. (the "Company") entered into a purchase agreement (the "Purchase Agreement") by and among the Company, W&T Energy VI, LLC, and W&T Energy VII, LLC, as subsidiary guarantors, and Morgan Stanley & Co. LLC, as representative of the several initial purchasers named therein (collectively, the "Initial Purchasers"), relating to the issuance and sale of $625 million in aggregate principal amount of the Company's 9.75% senior second lien notes due 2023 (the "Notes"). The Notes will be issued at 100% of their face amount. The Notes will be offered and sold to the Initial Purchasers in a transaction exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") and will be resold to qualified institutional buyers in reliance on Rule 144A and Regulation S of the Securities Act. The closing of the issuance and sale of the Notes is expected to occur on October 18, 2018, subject to customary closing conditions.

The Company intends to apply the net proceeds of this offering, together with borrowings from a proposed amended revolving bank credit facility and cash on hand, to (i) repay and retire its outstanding 11.00% 1.5 Lien Term Loan and 9.00% Second Lien Term Loan and (ii) redeem or repurchase in full all of its outstanding 8.500% Senior Unsecured Notes due 2019, 9.00%/10.75% Second Lien PIK Toggle Notes due 2020 and 8.50%/10.00% Third Lien PIK Toggle Notes due 2021.

The Purchase Agreement contains customary representations and warranties of the parties and indemnification and contribution provisions under which the Company, on one hand, and the Initial Purchasers, on the other, have agreed to indemnify each other against certain liabilities, including liabilities under the Securities Act. A copy of the Purchase Agreement is filed as Exhibit 10.1 to this report and is incorporated herein by reference. The description of the Purchase Agreement in this report is a summary and is qualified in its entirety by the terms of the Purchase Agreement.

Item 7.01 Regulation FD Disclosure.

On October 3, 2018, the Company issued a press release announcing the commencement of cash tender offers (each, a "Tender Offer" and collectively, the "Tender Offers") for any and all of its outstanding 8.500% Senior Notes due 2019, 9.00%/10.75% Senior Second Lien PIK Toggle Notes due 2020 and 8.50%/10.00% Senior Third Lien PIK Toggle Notes due 2021 (the "Existing Notes"). A copy of the press release is furnished herewith as Exhibit 99.1.

The information included in Item 7.01 of this report, including Exhibit 99.1 hereto, shall not be deemed filed for purposes of Section 18 of the Securities Exchange Act of 1934, nor shall such information be deemed incorporated by reference in any filing under the Securities Act of 1933, except as shall be expressly set forth by specific reference in such a filing.

Neither the press release filed as Exhibit 99.1 nor this report shall constitute an offer to purchase or a solicitation of an offer to purchase with respect to any securities. The Tender Offers are being made solely by the Offer to Purchase dated October 3, 2018 referenced in the press release. The Tender Offers are not being made to holders of the Existing Notes in any jurisdiction in which the making or acceptance thereof would not be in compliance with the securities or other laws of such jurisdiction.

Item 8.01 Other Events.

On October 5, 2018, the Company issued a press release announcing the pricing of the Notes. A copy of the press release is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

The press release shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any state in which the offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such state. The Notes will not be registered under the Securities Act or any state securities law and may not be offered or sold in the United States absent registration or an applicable exemption from registration under the Securities Act and applicable state securities laws.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
10.1	Purchase Agreement dated October 5, 2018 by and among W&T Offshore, Inc., W&T Energy VI, LLC and W&T Energy VII, LLC, and Morgan Stanley & Co. LLC, as representative of the Initial Purchasers named therein.
99.1	Press release dated October 3, 2018.
99.2	Press release dated October 5, 2018.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

W&T OFFSHORE, INC.
(Registrant)

Dated: October 11, 2018

By: /s/ Shahid A. Ghauri
Name: Shahid A. Ghauri
Title: Vice President, General Counsel and Corporate Secretary

Exhibit 10.1

$625,000,000

W&T OFFSHORE, INC.

9.75% SENIOR SECOND LIEN NOTES DUE 2023

PURCHASE AGREEMENT

October 5, 2018

October 5, 2018

Morgan Stanley & Co. LLC
As Representative of the several Initial Purchasers named in Schedule I hereto
c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

Ladies and Gentlemen:

W&T Offshore, Inc., a Texas corporation (the "**Company**"), proposes to issue and sell to the several purchasers named in Schedule I hereto (the "**Initial Purchasers**"), for whom you are acting as representative (the "**Representative**"), $625,000,000 in principal amount of its 9.75% Senior Second Lien Notes due 2023 (the "**Notes**").

The Notes will be issued pursuant to the provisions of an indenture, to be executed on and dated as of the Closing Date (as defined in Section 4) (the "**Indenture**"), among the Company, the Guarantors (as defined below) and Wilmington Trust, National Association, as trustee (the "**Trustee**").

The Notes will be initially and severally guaranteed (the "**Guarantees**") by each entity set forth in Schedule IV hereto (referred to herein as the "**Guarantors**"). The Notes and the Guarantees are referred to collectively herein as the "**Offered Securities**."

The Offered Securities will be secured by a second priority lien on the same collateral (the "**Collateral**") securing the Company's and the Guarantors' obligations under the Sixth Amended and Restated Credit Agreement to be entered into on or prior to the Closing Date (as so amended and restated, the "**New Credit Agreement**"), among the Company, as borrower, Toronto Dominion (Texas) LLC, as administration agent (the "**Administration Agent**"), Societe Generale and Natixis, New York Branch, as co-syndication agents, and the various lenders and other parties from time to time party thereto, and the related guarantees, pursuant to a collateral trust agreement to be dated the Closing Date (the "**Collateral Trust Agreement**"), among the Company, the Guarantors, the Trustee and Wilmington Trust, National Association, as collateral trustee (the "**Collateral Trustee**"). The Company entered into an intercreditor agreement (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**") dated May 11, 2015, among the Company, Toronto Dominion (Texas) LLC, as priority lien agent (in such capacity, and together with its successors and assigns in such capacity, the "**Original Priority Lien Agent**"), and Morgan Stanley Senior Funding, Inc., as second lien collateral trustee (in such capacity and, together with its successors and assigns in such capacity, the "**Original Second Lien Collateral Trustee**"), providing for the relative priorities and rights in the Collateral of the lenders under the Company's revolving bank credit facility and holders of other priority lien debt (if any), holders of the Company's second lien debt (if any) and holders of the Company's third lien debt (if any). On September 7, 2016, in connection with the entry into the Company's 11.00% 1.5 Lien Term Loan (the "**1.5 Lien Term Loan**") and the issuance of its 9.00%/10.75% Senior Second Lien PIK Toggle Notes due 2020 (the "**Second Lien PIK Toggle Notes**") and its 8.50%/10.00% Senior Third Lien PIK Toggle Notes due 2021 (the "**Third Lien PIK Toggle Notes**"), (i) the Original Priority Lien Agent, Cortland Capital Market Services LLC, as administrative agent and 1.5 lien collateral agent under the 1.5 Lien Term Loan, and the Original Second Lien Collateral Trustee entered into a Priority Confirmation Joinder to the Intercreditor Agreement, (ii) the Original Priority Lien Agent, Wilmington Trust National Association, as the second lien trustee and collateral trustee, and the Original Second Lien Collateral Trustee entered into a Priority Confirmation Joinder to the Intercreditor Agreement and (iii) the Original Priority Lien Agent, the Original Second Lien Collateral Trustee and Wilmington Trust National Association, as the third lien trustee and third lien collateral trustee, entered into a Priority Confirmation Joinder to the Intercreditor Agreement. Concurrently with the closing of the Offered Securities, (i) Toronto Dominion (Texas) LLC, as administrative agent under the New Credit Agreement, will enter into a Priority Confirmation Joinder to the Intercreditor Agreement pursuant to which Toronto Dominion (Texas) LLC will become the priority lien agent and the New Credit Agreement will be designated as priority lien debt under the Intercreditor Agreement and (ii) the Trustee will enter into a Priority Confirmation Joinder to the Intercreditor Agreement pursuant to which the Offered Securities will be designated as second lien debt under the Intercreditor Agreement (each, a "**Priority Confirmation Joinder**"). This Agreement, the Notes, the Indenture, the Collateral Trust Agreement, the Intercreditor Agreement and the Priority Confirmation Joinders are hereinafter referred to collectively as the "**Transaction Documents**."

The proceeds from the offering of the Offered Securities are intended to be used, together with cash on hand and borrowings from the New Credit Agreement, to (i) repay and retire the 1.5 Lien Term Loan and the Company's 9.00% Second Lien Term Loan and (ii) fund the redemption or repurchase in full of the Company's 8.500% Senior Unsecured Notes due 2019, the Second Lien PIK Toggle Notes and the Third Lien PIK Toggle Notes.

The Offered Securities will be offered without being registered under the Securities Act of 1933, as amended (the "**Securities Act**"), to qualified institutional buyers in compliance with the exemption from registration provided by Rule 144A under the Securities Act ("**Rule 144A**") and in offshore transactions in reliance on Regulation S under the Securities Act ("**Regulation S**").

In connection with the sale of the Offered Securities, the Company has prepared a preliminary offering memorandum (the "**Preliminary Memorandum**") and will prepare a final offering memorandum (the "**Final Memorandum**") including a description of the terms of the Offered Securities, the terms of the offering and a description of the Company. For purposes of this Agreement, "**Additional Written Offering Communication**" means any written communication (as defined in Rule 405 under the Securities Act) that constitutes an offer to sell or a solicitation of an offer to buy the Offered Securities other than the Preliminary Memorandum, the Pricing Supplement or the Final Memorandum, and "**Time of Sale Memorandum**" means the Preliminary Memorandum together with the Pricing Supplement and each Additional Written Offering Communication or other information, if any, identified in Schedule II hereto under the caption "Time of Sale Memorandum." As used herein, the terms Preliminary Memorandum, Time of Sale Memorandum and Final Memorandum shall include the documents incorporated by reference therein. The terms "supplement", "amendment" and "amend" as used herein with respect to the Preliminary Memorandum, the Time of Sale Memorandum, the Final Memorandum or any Additional Written Offering Communication shall include all documents subsequently filed by the Company with the Securities and Exchange Commission (the "**Commission**") pursuant to the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), that are deemed to be incorporated by reference therein.

1. *Representations and Warranties*. Each of the Company and the Guarantors, jointly and severally, represents and warrants to, and agrees with, you that:

(a) (i) Each document, if any, filed or to be filed pursuant to the Exchange Act and incorporated by reference in the Preliminary Memorandum, the Time of Sale Memorandum or the Final Memorandum complied or will comply when so filed in all material respects with the Exchange Act and the applicable rules and regulations of the Commission thereunder, (ii) the Time of Sale Memorandum did not, at the time of the sale of the Offered Securities in connection with the offering when the Final Memorandum is not yet available to prospective purchasers, and at the Closing Date, the Time of Sale Memorandum, as then amended or supplemented by the Company, if applicable, will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (iii) the Preliminary Memorandum, as of its date, did not, and the Final Memorandum, in the form used by the Initial Purchasers to confirm sales and on the Closing Date, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph do not apply to statements or omissions in the Preliminary Memorandum, the Time of Sale Memorandum or the Final Memorandum based upon information relating to any Initial Purchaser furnished to the Company in writing by such Initial Purchaser through you expressly for use therein.

(b) Except for the Additional Written Offering Communications, if any, identified in Schedule II hereto, including electronic road shows, if any, furnished to you before first use, the Company has not prepared, used or referred to, and will not, without your prior consent, prepare, use or refer to, any Additional Written Offering Communication.

(c) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own its property and to conduct its business as described in the Time of Sale Memorandum, and to enter into and perform its obligations under each of the Transaction Documents. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not, individually or in the aggregate, have a material adverse effect on the general affairs, management, consolidated financial position, stockholders' equity, results of operations, business or prospects of the Company and its subsidiaries, taken as a whole, or the ability of the Company and any of its subsidiaries to perform its obligations under the Transaction Documents (a "**Material Adverse Effect**").

(d) Each Guarantor has been duly formed, is validly existing as a corporation or limited liability company in good standing under the laws of jurisdiction of its incorporation or formation, has the corporate or limited liability company power and authority necessary to own or hold its property and to conduct its business as described in the Time of Sale Memorandum and to enter into and perform its obligations under each of the Transaction Documents to which it is a party; each Guarantor is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a Material Adverse Effect; all of the membership interests of each Guarantor have been duly and validly authorized and issued, are fully paid and non-assessable (except as such non-assessability may be affected by Sections 18-607 and 18-804 of the Delaware Limited Liability Company Act) and are owned directly by the Company, free and clear of all liens, encumbrances, equities or claims except for any "Permitted Liens" as defined under the caption "Description of Notes" in the Time of Sale Memorandum (other than under clauses (4), (5) and (6) of such definition), such as are described in the Time of Sale Memorandum or such as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property in the aggregate by the Company and its subsidiaries (collectively, "**Permitted Liens**"); and other than the subsidiaries listed on Exhibit 21.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 2017 (the "**Form 10-K**"), none of the Company's subsidiaries is a "significant subsidiary," as such term is defined in Rule 405 under the Securities Act.

(e) This Agreement has been duly authorized, executed and delivered by the Company and each of the Guarantors.

(f) The issued and outstanding shares of common stock of the Company have been duly authorized and are validly issued, fully paid and non-assessable. Except as disclosed in the Time of Sale Memorandum and the Final Memorandum, the Company does not own, directly or indirectly, any capital stock, membership interest, partnership interest, joint venture interest or other equity or ownership interest in any person or entity, other than the subsidiaries listed on Exhibit 21.1 to the Form 10-K.

(g) The table under the caption "Capitalization" in the Time of Sale Memorandum and in the Final Memorandum (including the footnotes thereto) sets forth or will set forth, as of the date of such table, (i) the actual cash and cash equivalents and capitalization of the Company and its subsidiaries on a consolidated basis and (ii) the as adjusted cash and cash equivalents and capitalization of the Company and its subsidiaries on a consolidated basis, after giving effect to the offer and sale of the Offered Securities and the application of the net proceeds therefrom as described in the Time of Sale Memorandum and in the Final Memorandum under the section entitled "Use of Proceeds" and the other adjustments set forth preceding such table.

(h) No labor disturbance by the employees of the Company or the Guarantors exists or, to the knowledge of the Company or the Guarantors, is imminent or threatened, which might be expected to have a Material Adverse Effect.

(i) No "nationally recognized statistical rating organization" (as such term is defined for purposes of Section 3(a)(62) of the Securities Act) (i) has imposed (or has informed the Company that it is considering imposing) any condition (financial or otherwise) on the Company relating to any rating assigned to the Company or the Guarantors or to any securities of the Company or the Guarantors, or (ii) has indicated to the Company that it is considering (A) the downgrading, suspension, or withdrawal of, or any review for a possible change that does not indicate the direction of the possible change in, any rating so assigned, or (B) any change in the outlook for any rating of the Company or the Guarantors or any securities of the Company or the Guarantors.

(j) The Company intends to use the proceeds of the offering and sale of the Offered Securities in the manner described in the Time of Sale Memorandum and the Final Memorandum under the caption "Use of Proceeds."

(k) Except as disclosed in the Time of Sale Memorandum or the Final Memorandum and as it relates to the Initial Purchasers, neither the Company nor any affiliate (as defined in Rule 501(b) of Regulation D under the Securities Act, an "**Affiliate**") has and, to its knowledge after due inquiry, no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in, or that has constituted or which might reasonably be expected to constitute, the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Offered Securities, (ii) sold, bid for, purchased, or paid anyone any compensation for soliciting purchases of, any of the Offered Securities, or (iii) paid or agreed to pay to any person any compensation for soliciting another to purchase any other securities of the Company.

(l) The Notes have been duly authorized and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Initial Purchasers in accordance with the terms of this Agreement, will be valid and binding obligations of the Company, entitled to the benefit of the Indenture, and enforceable against the Company in accordance with their terms, except that the enforcement thereof may be subject to (i) bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent conveyance or other similar laws now or hereafter in effect relating to creditors' rights generally, (ii) general principles of equity (whether applied by a court of law or equity), an implied covenant of good faith and fair dealing and the discretion of the court before which any proceeding therefor may be brought and (iii) any limitations on rights to indemnity or contribution thereunder by federal or state securities laws and public policy considerations (collectively, the "**Enforceability Exceptions**").

(m) The Guarantees, as evidenced by the notations of Guarantees attached to the Notes, have been duly and validly authorized by the Guarantors and, upon their execution by the Guarantors, such notations will be duly executed, issued and delivered by each of the Guarantors. When the Notes have been issued, executed and authenticated in accordance with the terms of the Indenture and delivered to and paid for by the Initial Purchasers in accordance with the terms of this Agreement, the Guarantee of each Guarantor will be duly issued and the legal, valid and binding obligation of such Guarantor, entitled to the benefit of the Indenture, and enforceable against such Guarantor in accordance with its terms, except that the enforcement thereof may be subject to the Enforceability Exceptions.

(n) The Indenture has been duly authorized, executed and delivered by the Company and the Guarantors and constitutes a valid and binding agreement of, the Company and the Guarantors, enforceable in accordance with its terms, except that the enforcement thereof may be subject to the Enforceability Exceptions.

(o) Each of the Transaction Documents (other than those referenced in clauses (l) through (n) above) have been duly authorized by the Company and, if applicable, the Guarantors, and, assuming due authorization, execution and delivery thereof by any third party to such Transaction Documents, will constitute a valid and binding obligation of the Company and, if applicable, the Guarantors, except that the enforcement thereof may be subject to the Enforceability Exceptions.

(p) Subject to the terms of the Intercreditor Agreement:

(i) in the case of such portion of the Collateral constituting investment property represented or evidenced by certificates or other instruments (in the case of stock certificates, to the extent constituting "Certificated Securities" as defined in Article 8 of the Uniform Commercial Code), upon delivery to the Administrative Agent, the Collateral Trustee or the Collateral Agent (or to the extent already held thereby), in each case, subject to the Intercreditor Agreement and the Collateral Trust Agreement, of such certificates or instruments accompanied by instruments of transfer and stock powers in accordance with the Security Documents (as defined in the Indenture), and in the case of all other investment property (other than securities accounts), the filing of financing statements or other applicable filings in the appropriate filing office, registry or other public office, together with the payment of the requisite filing or recordation fees related thereto;

(ii) in the case of such portion of the Collateral constituting securities accounts, upon delivery to the Collateral Trustee or the Collateral Agent, in each case, subject to the Intercreditor Agreement and the Collateral Trust Agreement, of securities account control agreements (including any such securities account control agreements already in place), in each case satisfactory in form and substance to the Collateral Agent and duly executed by the applicable securities intermediary, as may be necessary or, in the opinion of the Collateral Agent, desirable to establish and maintain control of such securities accounts from time to time;

(iii) in the case of such portion of the Collateral constituting deposit accounts, upon delivery to the Collateral Trustee or the Collateral Agent, in each case, subject to the Intercreditor Agreement and the Collateral Trust Agreement, of deposit account control agreements (including any such deposit account control agreements already in place), in each case satisfactory in form and substance to the Collateral Agent and duly executed by the applicable depositary bank, as may be necessary or, in the opinion of the Collateral Agent, desirable to establish and maintain control of such deposit accounts from time to time;

(iv) in the case of such portion of the Collateral constituting registered patents, trademarks and copyrights, upon the filing by the Collateral Trustee or the Collateral Agent (or to the extent the filings in clauses (A) through (B) below have already been made), in each case, subject to the Intercreditor Agreement and the Collateral Trust Agreement, of (A) initial financing statements with the appropriate filing offices, (B) any filings required with the U.S. Patent and Trademark Office, (C) any filings required with the U.S. Copyright Office, and (D) the other Security Documents with the appropriate filing office, registry or other public office, together with the payment of the requisite filing or recordation fees related thereto; and

(v) in the case of any other Collateral a lien in which may be perfected by filing of an initial financing statement or other applicable document in the appropriate filing office, registry or other public office, upon the filing of financing statements or other applicable document in such filing office, registry or other public office, together with the payment of the requisite filing or recordation fees related thereto, and in the case of any other Collateral a lien in which is perfected by possession or control, when the Administrative Agent, the Collateral Trustee or the Collateral Agent obtains possession or control thereof (or to the extent such possession or control has already been obtained thereby), in each case, subject to the Intercreditor Agreement and Collateral Trust Agreement,

as of the Closing Date (or, to the extent that any of the foregoing is permitted to be effectuated after the Closing Date, as of the date it is effectuated), the liens granted pursuant to the Security Documents will constitute valid and enforceable perfected liens, in each case prior and superior in right to any other Person therein (other than any Person holding a Permitted Lien).

(q) As of the Closing Date, there will be no currently effective financing statement or equivalent filing or registration, security agreement, chattel mortgage, real estate mortgage, deed of trust or other document filed, registered or recorded with any filing records, registry, or other arrangement, instrument or public office, that purports to cover, affect or give notice of any present or possible future lien, encumbrance, equity or claim on any assets or property of the Company or any Guarantor or any rights thereunder, except for any Permitted Liens.

(r) The representations and warranties of the Company in the Security Documents will be true and correct (if such representations and warranties are not already qualified with respect to materiality) in all material respects as of the Closing Date (except to the extent such representations and warranties are made as of a specific date, in which case such representations and warranties shall be true and correct as of such specified date).

(s) No transaction has occurred between or among the Company, any of its subsidiaries and their affiliates, officers or directors or any affiliate or affiliates of any such officer or director that is required to have been described under applicable securities laws in the Company's filings under the Exchange Act and is not so described.

(t) The execution and delivery by the Company and the Guarantors of, and the performance by the Company and the Guarantors of their respective obligations under, the Transaction Documents, and the performance by the Company and the Guarantors of their respective obligations thereunder, will not contravene any provision of (i) applicable law, (ii) the certificate of incorporation, bylaws or other governing documents of the Company or any of its subsidiaries, (iii) any indenture, mortgage, deed of trust, loan agreement or other agreement or other instrument binding upon the Company or any of its subsidiaries or to which any of the property or assets of the Company or any of its subsidiaries is subject, nor will such action result in the creation or imposition of any lien, charge, claim or encumbrance upon any property or asset of the Company or any subsidiary, or (iv) any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any subsidiary or any of their property or assets; except, with respect to clauses (iii) and (iv) only, for any such contravention that would not reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect.

(u) Subject to the accuracy of the representations and warranties in Section 7 hereof, no consent, approval, authorization or order of, or qualification with, any governmental body or agency is required for the performance by the Company and the Guarantors of their obligations under the Transaction Documents, except such as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Offered Securities, the consummation of the transactions contemplated hereby, and the application of the proceeds from the sale of the Offered Securities as described under "Use of Proceeds" in each of the Time of Sale Memorandum and the Final Memorandum.

(v) The statements set forth in the Time of Sale Memorandum and the Final Memorandum under the captions "Description of Notes" and "Certain U.S. Federal Tax Considerations," as the case may be, insofar as they constitute summaries of the legal matters, documents or proceedings referred to therein, fairly present, in all material respects, the information presented with respect to such legal matters, documents or proceedings.

(w) Offered Securities are eligible for resale pursuant to Rule 144A under the Securities Act and no other securities of the Company are of the same class (within the meaning of Rule 144A under the Securities Act) as the Offered Securities and listed on a national securities exchange registered under Section 6 of the Exchange Act, or quoted in a U.S. automated inter-dealer quotation system. No securities of the Company of the same class as the Offered Securities have been offered, issued or sold by the Company or any of its Affiliates, including any sales pursuant to Rule 144A or Regulation D or S of the Securities Act, within the six-month period immediately prior to the date hereof.

(x) Neither the Company nor any of its subsidiaries has sustained, since the date of the latest financial statements included or incorporated by reference in the Time of Sale Memorandum, any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, nor from any labor dispute or court or governmental action, order or decree; and, since such date, there has not been any material change in the capital stock or long-term debt of the Company or any of its subsidiaries or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, consolidated financial position, stockholders' equity, results of operations, business or prospects of the Company and its subsidiaries, taken as a whole.

(y) The historical financial statements (including the related notes and supporting schedules) included or incorporated by reference in the Time of Sale Memorandum comply in all material respects with the applicable requirements under the Securities Act, and such financial statements present fairly in all material respects the financial condition, results of operations and cash flows of the entities purported to be shown thereby, at the dates and for the periods indicated, and have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods indicated. The financial information contained in the Time of Sale Memorandum under the caption "Summary—Summary Historical Financial Information" is derived from the accounting records of the Company and its subsidiaries and fairly presents in all material respects the information purported to be shown thereby. The other historical financial and statistical information and data included or incorporated by reference in the Time of Sale Memorandum are, in all material respects, fairly presented.

(z) There are no legal or governmental proceedings pending or threatened to which the Company or any of its subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject that would have a Material Adverse Effect.

(aa) There are no contracts or other documents which are required to be described in the Company's filings under the Exchange Act or filed as exhibits to any of the Company's filings under the Exchange Act or by the rules and regulations thereunder which have not been described or filed as required.

(bb) The Company and its subsidiaries (i) are in compliance with all applicable foreign, federal, state and local laws and regulations relating to protection of workplace health and safety, the environment, hazardous or toxic substances, or wastes, pollutants or environmental contaminants ("**Environmental Laws**"), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, singly or in the aggregate, have a Material Adverse Effect, whether or not arising from transactions in the ordinary course of business. Except as would not have a Material Adverse Effect, neither the Company nor its subsidiaries have been named as a "potentially responsible party" under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

(cc) There has been no storage, disposal, generation, manufacture, refinement, transportation, handling or treatment of toxic wastes, medical wastes, hazardous wastes, hazardous substances or petroleum or fractions thereof by the Company or any of its subsidiaries (or, to the knowledge of the Company, any of their predecessors in interest) at, upon or from any of the property now or previously owned or leased by the Company or its subsidiaries in violation of any applicable Environmental Law or which would require remedial action under any applicable Environmental Law, except for any violation or remedial action which would not have, or could not be reasonably likely to have, individually or in the aggregate with all such violations and remedial actions, a Material Adverse Effect; and there has been no material spill, discharge, leak, emission, injection, escape, dumping or release of any kind onto such property or into the environment surrounding such property of any toxic wastes, medical wastes, solid wastes, hazardous wastes, hazardous substances or petroleum or fractions thereof due to or caused by the Company or any of its subsidiaries or any person acting on their behalf, except for any such spill, discharge, leak, emission, injection, escape, dumping or release which would not have or would not be reasonably likely to have, individually or in the aggregate with all such spills, discharges, leaks, emissions, injections, escapes, dumpings and releases, a Material Adverse Effect. The terms "hazardous wastes", "toxic wastes", "hazardous substances" and "medical wastes" shall have the meanings specified in applicable Environmental Laws.

(dd) Ernst & Young LLP, who have certified certain financial statements of the Company, whose report appears in the Form 10-K incorporated by reference in the Time of Sale Memorandum and the Final Memorandum and who have delivered the initial letters referred to in Section 5(e) hereof, are independent public accountants with respect to the Company as required by the Securities Act and the rules and regulations thereunder.

(ee) The Company and each of its subsidiaries have (i) generally satisfactory title to all their respective interests in their natural gas and oil properties owned or leased by them, title investigations having been carried out by the Company and its subsidiaries in accordance with the practice in the oil and gas industries in the areas in which the Company and its subsidiaries operate, (ii) good and marketable title in fee simple to all real property owned by them to the extent necessary to carry on their business and (iii) good and marketable title to all personal property owned by them to the extent necessary to carry on their business, in each case free and clear of all liens, encumbrances and defects, except Permitted Liens; and, to the extent material to the business and operations of the Company and its subsidiaries, taken as a whole, all assets held under lease by the Company and its subsidiaries, other than their interests in natural gas and oil properties, are held by them under valid, subsisting and enforceable leases, with such exceptions that do not interfere with the use made of such properties and proposed to be made of such property and buildings by the Company or any of its subsidiaries.

(ff) The Company and its subsidiaries carry, or are covered by, insurance by reputable insurers in such amounts and covering such risks as is reasonably adequate for the conduct of the business operated by them and the value of their properties and as is customary for companies engaged in the oil and gas exploration and production industry. Neither the Company nor any subsidiary has received notice from any insurer or agent of such insurer that substantial capital improvements or other expenditures will have to be made in order to continue such insurance; and all such insurance is outstanding and duly in force on the date hereof and will be outstanding and duly in force on the Closing Date.

(gg) The Company and its subsidiaries own or possess adequate rights to use all material patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights and licenses necessary for the conduct of their business and have no reason to believe that the conduct of their respective businesses will conflict with, and have not received any notice of any claim of conflict with, any such rights of others, where if determined adversely to the Company or its subsidiaries would have a Material Adverse Effect.

(hh) The Company is in compliance in all material respects with all presently applicable provisions of the Employee Retirement Income Security Act of 1974, as amended, including the regulations and published interpretations thereunder ("**ERISA**"); no "reportable event" (as defined in Section 4043 of ERISA) has occurred with respect to any "pension plan" (as defined in Section 3 of ERISA) for which the Company would have any liability; the Company has not incurred and does not expect to incur liability under (i) Title IV of ERISA with respect to termination of, or withdrawal from, any "pension plan" or (ii) Section 4975 of the Internal Revenue Code of 1986, as amended, including the regulations and published interpretations thereunder (the "**Code**"); and each "pension plan" for which the Company would have any liability that is intended to be qualified under Section 401(a) of the Code is so qualified (except as would not result in any material liability of the Company or its subsidiaries) and nothing has occurred, to the Company's knowledge, whether by action or by failure to act, which would cause the loss of such qualification.

(ii) The Company and its subsidiaries have filed all federal, state and local income and franchise Tax returns required to be filed through the date hereof and have paid all Taxes due thereon, and no Tax deficiency has been determined adversely to the Company or any of its subsidiaries which has had (nor does the Company or any of the Guarantors have any knowledge of any Tax deficiency which, if determined adversely to the Company or any of its subsidiaries, might have) a Material Adverse Effect. For purposes of this Agreement, the term "**Tax**" and "**Taxes**" shall mean all federal, state, local and foreign taxes, and other assessments of a similar nature (whether imposed directly or through withholding), including, without limitation, any interest, additions to tax, or penalties applicable thereto.

(jj) The Company (i) makes and keeps accurate books and records and (ii) maintains internal accounting controls which provide reasonable assurance that (A) transactions are executed in accordance with management's authorization, (B) transactions are recorded as necessary to permit preparation of its financial statements and to maintain accountability for its assets, (C) access to its assets is permitted only in accordance with management's authorization and (D) the reported accountability for its assets is compared with existing assets at reasonable intervals.

(kk) Neither the Company nor any of its subsidiaries (i) is in violation of its articles of incorporation, bylaws or other governing documents, (ii) is in default (and no event has occurred which, with notice or lapse of time or both, would constitute such a default), in the due performance or observance of any term, covenant or condition contained in any material indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which it is a party or by which it is bound or to which any of its properties or assets is subject where such default would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or (iii) is in violation of any law, ordinance, governmental rule, regulation or court decree to which it or its property or assets may be subject or has failed to obtain any license, permit, certificate, franchise or other governmental authorization or permit necessary to the ownership of its property or to the conduct of its business, except where such violation or failure would not reasonably be expected to have a Material Adverse Effect.

(ll) (i) None of the Company or its subsidiaries or Affiliates, or any director, officer, or employee thereof, or, to the Company's knowledge, any agent or representative of the Company or of any of its subsidiaries or Affiliates, has taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment, giving or receipt of money, property, gifts or anything else of value, directly or indirectly, to any government official (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) in order to influence official action, or to any person in violation of any applicable anti-corruption laws; (ii) the Company and its subsidiaries and Affiliates have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintained, and will continue to maintain, policies and procedures reasonably designed to promote and achieve compliance with such laws and with the representations and warranties contained herein; and (iii) neither the Company nor its subsidiaries will use, directly or indirectly, the proceeds of the offering in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of any applicable anti-corruption laws.

(mm) The operations of the Company and its subsidiaries are and have been conducted at all times in material compliance with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("**USA PATRIOT Act**"), and the applicable anti-money laundering statutes of jurisdictions where the Company and its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(nn) (i) None of the Company, any of its subsidiaries, or any director, officer, or employee thereof, or, to the Company's knowledge, any agent, Affiliate or representative of the Company or any of its subsidiaries, is an individual or entity ("**Person**") that is, or is owned or controlled by one or more Persons that are:

(A) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control (collectively, "**Sanctions**"), or

(B) located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Crimea, Cuba, Iran, North Korea and Syria).

(ii) The Company will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person:

(A) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions; or

(B) in any other manner that will result in a violation of Sanctions by any Person (including any Person participating in the offering, whether as underwriter, advisor, investor or otherwise).

(oo) Netherland, Sewell & Associates, Inc., (i) whose report regarding the oil and natural gas reserves of the Company and its subsidiaries is incorporated by reference in the Time of Sale Memorandum and the Final Memorandum (the "**Company Reserve Report**"), (ii) who issued a report, dated as of September 18, 2018, regarding the oil and natural gas reserves of the Company and its subsidiaries as of June 30, 2018 (the "**NSAI Mid-Year Reserve Report**") and (iii) who will deliver the letter regarding the Company referred to in Section 5(f) hereof, was, as of the respective dates of such reports, and is, as of the date hereof, an independent petroleum engineer with respect to the Company. The information underlying the estimates of oil and natural gas reserves of the Company and its subsidiaries, which the Company prepared and supplied to Netherland, Sewell & Associates, Inc. for the purpose of preparing the Company Reserve Report and the NSAI Mid-Year Reserve Report was true and correct in all material respects on the dates such estimates were made, except for such inaccuracies when taken as a whole would not result in the material misstatement of the estimate of proved reserves of the Company and its subsidiaries, the future net cash flows therefrom or the present value thereof, and such information was supplied and was prepared in accordance with customary industry practices; other than normal production of the reserves and intervening product price fluctuations as described in the Time of Sale Memorandum and the Final Memorandum, the Company is not aware of any facts or circumstances that would result in an adverse change in the reserves, or the present value of future net cash flows therefrom, as described in the Time of Sale Memorandum and the Final Memorandum and as reflected in the Company Reserve Report and the NSAI Mid-Year Reserve Report, that would reasonably be expected to result in a Material Adverse Effect; estimates of such reserves and present values as described in the Time of Sale Memorandum and the Final Memorandum and reflected in the Company Reserve Report and the NSAI Mid-Year Reserve Report comply in all material respects with applicable requirements of RegulationS-X and the industry guidelines in Subpart 1200 to Regulation S-K under the Securities Act.

(pp) DeGolyer & MacNaughton, (i) who issued a report, dated as of August 17, 2018, regarding the reserves of the Company and its subsidiaries as of June 30, 2018 attributable to certain oil and gas properties located in the Gulf of Mexico (the "**D&M Mid-Year Reserve Report**") and (ii) who will deliver the letter regarding the Company referred to in Section 5(f) hereof, was, as of the date of such report, and is, as of the date hereof, an independent petroleum engineer with respect to the Company. The information underlying the estimates of oil and natural gas reserves of the Company and its subsidiaries, which the Company prepared and supplied to DeGolyer & MacNaughton for the purpose of preparing the D&M Mid-Year Reserve Report was true and correct in all material respects on the dates such estimates were made, except for such inaccuracies when taken as a whole would not result in the material misstatement of the estimate of proved reserves of the Company and its subsidiaries, the future net cash flows therefrom or the present value thereof, and such information was supplied and was prepared in accordance with customary industry practices; other than normal production of the reserves and intervening product price fluctuations as described in the Time of Sale Memorandum and the Final Memorandum, the Company is not aware of any facts or circumstances that would result in an adverse change in the reserves, or the present value of future net cash flows therefrom, as described in the Time of Sale Memorandum and the Final Memorandum and as reflected in the D&M Mid-Year Reserve Report, that would reasonably be expected to result in a Material Adverse Effect; estimates of such reserves and present values as described in the Time of Sale Memorandum and the Final Memorandum and reflected in the D&M Mid-Year Reserve Report comply in all material respects with applicable requirements of RegulationS-X and the industry guidelines in Subpart 1200 to Regulation S-K under the Securities Act.

(qq) (i) The Company has established and maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act); (ii) such disclosure controls and procedures are designed to ensure that information required to be disclosed by the Company in the reports that the Company will file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms, and are designed to ensure that information required to be disclosed by the Company in the reports that it will file or submit under the Exchange Act is accumulated and communicated to the Company's management, including the Company's principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure; and (iii) such disclosure controls and procedures are effective in all material respects to perform the functions for which they were established.

(rr) Since the date of the latest financial statements included or incorporated by reference in the Time of Sale Memorandum, there has been no change in the Company's internal control over financial reporting that has materially adversely affected, or is reasonably likely to materially adversely affect the Company's internal control over financial reporting. The company is not aware of any material weakness or significant deficiencies in its internal control over financial reporting.

(ss) The Company is in compliance in all material respects with applicable provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith.

(tt) The Company has not engaged any broker, finder, commission agent or other person (other than the Initial Purchasers) in connection with the offering or any of the transactions contemplated in this Agreement, the Indenture or the Offered Securities, and the Company is not under any obligation to pay any broker's fee or commission in connection with such transactions (other than commissions or fees to the Initial Purchasers).

(uu) Neither the Company nor the Guarantors are, and after giving effect to the offering and sale of the Offered Securities and the application of the proceeds thereof as described in the Final Memorandum will be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(vv) Neither the Company nor any of its Affiliates has directly, or through any agent, (i) sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) which is or will be integrated with the sale of the Offered Securities in a manner that would require the registration under the Securities Act of the Offered Securities or (ii) offered or solicited offers to buy or sell the Offered Securities by any form of general solicitation or general advertising (as those terms are used in Regulation D under the Securities Act) or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act.

(ww) None of the Company, its Affiliates or any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the Offered Securities and the Company and its Affiliates and any person acting on its or their behalf have complied and will comply with the offering restrictions requirement of Regulation S, except no representation, warranty or agreement is made by the Company in this paragraph with respect to the Initial Purchasers.

(xx) After giving effect to the consummation of the transactions contemplated by and described in the Time of Sale Memorandum and the Final Memorandum, (i) the sum of the debt (including contingent liabilities) of the Company and the Guarantors, on a consolidated basis, does not exceed the fair value or the present fair saleable value (in each case, on a going-concern basis) of the assets of the Company and the Guarantors, on a consolidated basis; (ii) the Company and the Guarantors, on a consolidated basis, are able to pay their debts, on a consolidated basis, as they become due generally in the ordinary course of business; (iii) the capital of the Company and the Guarantors, on a consolidated basis, is not unreasonably small in relation to the business of the Company and the Guarantors, on a consolidated basis, in existence or otherwise contemplated as of the date hereof; and (iv) the Company and the Guarantors, on a consolidated basis, do not intend to incur, or believe that they will incur, debts (including current obligations and contingent liabilities) beyond their ability to pay such debt at they mature in the ordinary course of business. For purposes hereof, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

(yy) Assuming the accuracy of representations and warranties in Section 7 hereof, it is not necessary in connection with the offer, sale and delivery of the Offered Securities to the Initial Purchasers in the manner contemplated by this Agreement to register the Offered Securities under the Securities Act or to qualify the Indenture under the Trust Indenture Act of 1939, as amended.

(zz) The Notes satisfy the requirements set forth in Rule 144A(d)(3) under the Securities Act.

Each certificate signed by any officer of the Company or the Guarantors delivered to the Representative shall be deemed a representation and warranty by the Company or the Guarantors (and not individually by such officer) to the Representative with respect to the matters covered thereby.

2. *Agreements to Sell and Purchase.* The Company hereby agrees to sell to the several Initial Purchasers, and each Initial Purchaser, upon the basis of the representations and warranties herein contained, but subject to the conditions hereinafter stated, agrees, severally and not jointly, to purchase from the Company the respective principal amount of Notes set forth in Schedule I hereto opposite its name at a purchase price of 98.75% of the principal amount thereof (the "**Purchase Price**") plus accrued interest, if any.

3. *Terms of Offering.* You have advised the Company that the Initial Purchasers will make an offering of the Offered Securities purchased by the Initial Purchasers hereunder as soon as practicable after this Agreement is entered into as in your judgment is advisable.

4. *Payment and Delivery.* Payment for the Offered Securities shall be made to the Company in federal or other funds immediately available in New York City against delivery of such Offered Securities for the respective accounts of the several Initial Purchasers at 10:00 a.m., New York City time, on October 18, 2018, or at such other time on the same or such other date as shall be designated in writing by you. The time and date of such payment are hereinafter referred to as the "**Closing Date**."

The Notes shall be in global form and registered in the name of Cede & Co., as nominee of The Depository Trust Company ("**DTC**"). The Notes shall be delivered to you on the Closing Date through the facilities of DTC for the respective accounts of the several Initial Purchasers, with any transfer taxes payable in connection with the transfer of the Notes to the Initial Purchasers duly paid, against payment of the Purchase Price therefor plus accrued interest, if any, to the date of payment and delivery.

5. *Conditions to the Initial Purchasers' Obligations.* The several obligations of the Initial Purchasers to purchase and pay for the Offered Securities on the Closing Date are subject to the following conditions:

(a) Subsequent to the execution and delivery of this Agreement and prior to the Closing Date:

(i) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any of the securities of the Company or any of its subsidiaries by any "nationally recognized statistical rating organization," as such term is defined in Section 3(a)(62) of the Exchange Act; and

(ii) there shall not have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Time of Sale Memorandum provided to the prospective purchasers of the Offered Securities that, in your judgment, is material and adverse and that makes it, in your judgment, impracticable to market the Offered Securities on the terms and in the manner contemplated in the Time of Sale Memorandum.

(b) The Initial Purchasers shall have received on the Closing Date a certificate, dated the Closing Date and signed by an executive officer of the Company and the Guarantors, to the effect set forth in Section 5(a)(i) and to the effect that the representations and warranties of the Company and the Guarantors contained in this Agreement are true and correct as of the Closing Date and that the Company and the Guarantors have complied with all of the agreements and satisfied all of the conditions on their part to be performed or satisfied hereunder on or before the Closing Date. The officer signing and delivering such certificate may rely upon the best of his or her knowledge as to proceedings threatened.

(c) The Initial Purchasers shall have received on the Closing Date an opinion and negative assurance letter of Vinson & Elkins LLP, outside counsel for the Company, dated the Closing Date, to the effect set forth in Exhibit A hereto. Such opinion shall be rendered to the Representative at the request of the Company and shall so state therein.

(d) The Initial Purchasers shall have received on the Closing Date an opinion and negative assurance letter of White & Case LLP, counsel for the Initial Purchasers, dated the Closing Date, covering such matters as requested by the Representative.

(e) The Representative, on behalf of the Initial Purchasers, shall have received from Ernst & Young LLP as public accountants for the Company, a letter, on each of the date hereof and the Closing Date, dated the date hereof or the Closing Date, as the case may be, in each case in form and substance satisfactory to the Representative, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information included or incorporated by reference in the Time of Sale Memorandum and the Final Memorandum; *provided* that the letter delivered on the Closing Date shall use a"cut-off date" not earlier than three days prior to the Closing Date.

(f) The Initial Purchasers shall have received from each of Netherland Sewell & Associates, Inc. and DeGolyer & MacNaughton, the Company's independent petroleum engineers, a letter, on each of the date hereof and the Closing Date, in form and substance reasonably satisfactory to the Representative, each stating, as of the date of such letter (or, with respect to matters involving changes or developments since the respective dates as of which information regarding the natural gas and oil reserves and future net cash flows is given in the Time of Sale Memorandum and the Final Memorandum, as of the date not more than five days prior to the date of such letter), the conclusions and findings of such firm with respect to the natural gas and oil reserves of the Company and such other matters as the Representative reasonably may request.

(g) The Company shall complete on or prior to the Closing Date (or if permitted, after the Closing Date) all filings and other similar actions required in connection with the perfection of security interests as and to the extent contemplated by the Security Documents. Following the Closing Date, the Company shall complete all lien releases and make all filings and other similar actions required in connection with the perfection of security interests as and to the extent contemplated by the Transaction Documents.

(h) On or prior to the Closing Date, each obligor, lender and other party thereto shall have duly authorized, executed and delivered the New Credit Agreement.

(i) On or prior to the Closing Date, the Company and the Guarantors shall have furnished to the Initial Purchasers such further certificates and documents as the Initial Purchasers may reasonably request.

6. *Covenants of the Company and the Guarantors*. The Company and the Guarantors covenant with each Initial Purchaser as follows:

(a) To furnish to you in New York City, without charge, prior to 10:00 a.m. New York City time on the business day next succeeding the date of this Agreement and during the period mentioned in Section 6(d) or (e), as many copies of the Time of Sale Memorandum, the Final Memorandum, any documents referred to therein and any supplements and amendments thereto as you may reasonably request.

(b) Before amending or supplementing the Preliminary Memorandum, the Time of Sale Memorandum or the Final Memorandum, to furnish to you a copy of each such proposed amendment or supplement and not to use any such proposed amendment or supplement to which you reasonably object.

(c) To furnish to you a copy of each proposed Additional Written Offering Communication to be prepared by or on behalf of, used by, or referred to by the Company and not to use or refer to any proposed Additional Written Offering Communication to which you reasonably object.

(d) If the Time of Sale Memorandum is being used to solicit offers to buy the Offered Securities at a time when the Final Memorandum is not yet available to prospective purchasers and any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Time of Sale Memorandum in order to make the statements therein, in the light of the circumstances, not misleading, or if, in the opinion of counsel for the Initial Purchasers, it is necessary to amend or supplement the Time of Sale Memorandum to comply with applicable law, forthwith to prepare and furnish, at its own expense, to the Initial Purchasers and to any dealer upon request, either amendments or supplements to the Time of Sale Memorandum so that the statements in the Time of Sale Memorandum as so amended or supplemented will not, in the light of the circumstances when delivered to a prospective purchaser, be misleading or so that the Time of Sale Memorandum, as amended or supplemented, will comply with applicable law.

(e) If, during such period after the date hereof and prior to the date on which all of the Offered Securities shall have been sold by the Initial Purchasers, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Final Memorandum in order to make the statements therein, in the light of the circumstances when the Final Memorandum is delivered to a purchaser, not misleading, or if, in the opinion of counsel for the Initial Purchasers, it is necessary to amend or supplement the Final Memorandum to comply with applicable law, forthwith to prepare and furnish, at its own expense, to the Initial Purchasers and to such dealers as the Representative may designate, either amendments or supplements to the Final Memorandum so that the statements in the Final Memorandum as so amended or supplemented will not, in the light of the circumstances when the Final Memorandum is delivered to a purchaser, be misleading or so that the Final Memorandum, as amended or supplemented, will comply with applicable law.

(f) To endeavor to qualify the Offered Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as you shall reasonably request.

(g) To use the proceeds from the offer and sale of the Offered Securities in the manner described in the Time of Sale Memorandum and the Final Memorandum under the caption "Use of Proceeds."

(h) Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, to pay or cause to be paid all expenses incident to the performance of their respective obligations under this Agreement, including: (i) the fees, disbursements and expenses of the Company's counsel and the Company's accountants in connection with the issuance and sale of the Offered Securities and the granting and perfecting of the security interests in the Collateral and all other fees or expenses in connection with the issuance and sale of the Offered Securities, including, without limitation, in connection with the preparation of the Preliminary Memorandum, the Time of Sale Memorandum, the Final Memorandum, any Additional Written Offering Communication prepared by or on behalf of, used by, or referred to by the Company and any amendments and supplements to any of the foregoing, this Agreement, the Indenture, the Security Documents and the Notes, including all printing costs associated therewith, and the delivering of copies thereof to the Initial Purchasers, in the quantities herein above specified, (ii) all costs and expenses related to the preparation, issuance and delivery of the Notes to the Initial Purchasers, including any transfer or other taxes payable thereon, (iii) the costs of reproducing and distributing each of the Transaction Documents; (iv) the cost of printing or producing any Blue Sky or legal investment memorandum in connection with the offer and sale of the Offered Securities under state securities laws and all expenses in connection with the qualification of the Offered Securities for offer and sale under state securities laws as provided in Section 6(f) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Initial Purchasers in connection with such qualification and in connection with the Blue Sky or legal investment memorandum, (v) any fees charged by rating agencies for the rating of the Notes, (vi) the costs and charges of the Trustee, the Collateral Agent and any transfer agent, registrar or depositary, (vii) the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the offering of the Offered Securities, including, without limitation, expenses associated with the preparation or dissemination of any electronic road show, expenses associated with production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations with the prior approval of the Company, travel and lodging expenses of the representatives and officers of the Company and any such consultants, and the cost of any aircraft chartered in connection with the road show, (viii) the fees and expenses incurred with respect to creating, documenting and perfecting the security interests in the Collateral as contemplated by the Security Documents (including the related reasonable fees and expenses of counsel to the Initial Purchasers for all period prior to and after the Closing Date in connection therewith) and (ix) all other costs and expenses incident to the performance of the obligations of the Company and the Guarantors hereunder and under the other Transaction Documents for which provision is not otherwise made in this Section 6. It is understood, however, that except as provided in this Section 6, Section 8, and the last paragraph of Section 10, the Initial Purchasers will pay all of their costs and expenses, including fees and disbursements of their counsel, transfer taxes payable on resale of any of the Offered Securities by them and any advertising expenses connected with any offers they may make.

(i) Neither the Company nor any Affiliate will sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in the Securities Act) which could be integrated with the sale of the Offered Securities in a manner which would require the registration under the Securities Act of the Offered Securities.

(j) Not to solicit any offer to buy or offer to sell the Offered Securities by means of any form of general solicitation or general advertising (as those terms are used in Regulation D under the Securities Act) or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act.

(k) While any of the Offered Securities remain "restricted securities" within the meaning of the Securities Act, to make available, upon request, to any seller of such Offered Securities the information specified in Rule 144A(d)(4) under the Securities Act, unless the Company is then subject to Section 13 or 15(d) of the Exchange Act.

(l) None of the Company, its Affiliates or any person acting on its or their behalf (other than the Initial Purchasers) will engage in any directed selling efforts (as that term is defined in Regulation S) with respect to the Offered Securities, and the Company and its Affiliates and each person acting on its or their behalf (other than the Initial Purchasers) will comply with the offering restrictions requirement of Regulation S.

(m) During the period of one year after the Closing Date the Company will not, and will not permit any of its affiliates (as defined in Rule 144 under the Securities Act) to resell any of the Offered Securities which constitute "restricted securities" under Rule 144 that have been reacquired by any of them.

The Company also agrees that, without the prior written consent of Morgan Stanley & Co. LLC on behalf of the Initial Purchasers, it will not, during the period beginning on the date hereof and continuing to and including the Closing Date, offer, sell, contract to sell or otherwise dispose of any debt securities of the Company or warrants to purchase debt securities of the Company substantially similar to the Offered Securities (other than the sale of the Offered Securities under this Agreement).

(n) The Company will deliver to each Initial Purchaser (or its agent), on the date of execution of this Agreement, a properly completed and executed Certification regarding Beneficial Owners of Legal Entity Customers, together with copies of identifying documentation, and the Company undertakes to provide such additional supporting documentation as each Initial Purchaser may reasonably request in connection with the verification of the foregoing Certification.

(o) If any Existing Notes remain outstanding after the Closing Date, the Company shall as promptly as possible thereafter, provide to the trustee under the indenture governing each such series of Existing Notes, an irrevocable notice of redemption in accordance with the terms of the applicable indenture stating that the Company will redeem all of the Existing Notes outstanding under such indenture.

(p) The Company shall apply the proceeds from the offer and sale of the Offered Securities as described in the Time of Sale Memorandum and the Final Memorandum under the caption "Use of Proceeds" in accordance with the notice of redemption described in Section 6(o) herein.

7. *Offering of Offered Securities; Restrictions on Transfer.* (a) Each Initial Purchaser, severally and not jointly, represents and warrants that such Initial Purchaser is a qualified institutional buyer as defined in Rule 144A under the Securities Act (a "**QIB**"). Each Initial Purchaser, severally and not jointly, agrees with the Company that (i) it will not solicit offers for, or offer or sell, such Offered Securities by any form of general solicitation or general advertising (as those terms are used in Regulation D under the Securities Act) or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act, (ii) it will sell such Offered Securities in the United States only to persons that it reasonably believes to be QIBs, and (iii) in the case of offers outside the United States, it will solicit offers for such Offered Securities only from, and will offer such Offered Securities only to, persons that it reasonably believes to be persons other than U.S. persons ("**foreign purchasers**," which term shall include dealers or other professional fiduciaries in the United States acting on a discretionary basis for foreign beneficial owners (other than an estate or trust)) in reliance upon Regulation S under the Securities Act that, in each case, in purchasing such Offered Securities are deemed to have represented and agreed as provided in the Final Memorandum under the caption "Notice to Investors."

(b) Each Initial Purchaser, severally and not jointly, represents, warrants, and agrees with respect to offers and sales outside the United States that:

(i) such Initial Purchaser understands that no action has been or will be taken in any jurisdiction by the Company that would permit a public offering of the Offered Securities, or possession or distribution of the Preliminary Memorandum, the Time of Sale Memorandum, the Final Memorandum or any other offering or publicity material relating to the Offered Securities, in any country or jurisdiction where action for that purpose is required;

(ii) such Initial Purchaser will comply with all applicable laws and regulations in each jurisdiction in which it acquires, offers, sells or delivers Offered Securities or has in its possession or distributes the Preliminary Memorandum, the Time of Sale Memorandum, the Final Memorandum or any such other material, in all cases at its own expense;

(iii) the Offered Securities have not been registered under the Securities Act and may not be sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Rule 144A or Regulation S under the Securities Act;

(iv) such Initial Purchaser has offered the Offered Securities and will offer and sell the Offered Securities (A) as part of their distribution at any time and (B) otherwise until 40 days after the later of the commencement of the offering and the Closing Date, only in accordance with Rule 903 of Regulation S or as otherwise permitted in Section 7(a); accordingly, neither such Initial Purchaser, its Affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the Offered Securities, and any such Initial Purchaser, its Affiliates and any such persons have complied and will comply with the offering restrictions requirement of Regulation S; and

(v) such Initial Purchaser agrees that, at or prior to confirmation of sales of the Offered Securities, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Offered Securities from it during the restricted period a confirmation or notice to substantially the following effect:

"The Notes covered hereby have not been registered under the U.S. Securities Act of 1933 (the '**Securities Act**") and may not be offered and sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Closing Date, except in either case in accordance with Regulation S (or Rule 144A if available) under the Securities Act. Terms used above have the meaning given to them by Regulation S."

Terms used in this Section 7(b) have the meanings given to them by Regulation S.

8. *Indemnity and Contribution*. (a) The Company and each Guarantor agrees, jointly and severally, to indemnify and hold harmless each Initial Purchaser, each person, if any, who controls any Initial Purchaser within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, and each affiliate of any Initial Purchaser within the meaning of Rule 405 under the Securities Act from and against any and all losses, claims, damages and liabilities (including any reasonable legal or other expenses incurred in connection with defending or investigating any such action or claim) caused by any untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Preliminary Memorandum, the Time of Sale Memorandum, any Additional Written Offering Communication prepared by or on behalf of, used by, or referred to by the Company, or the Final Memorandum or any amendment or supplement thereto, or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information relating to any Initial Purchaser furnished to the Company in writing by such Initial Purchaser through you expressly for use therein.

(b) Each Initial Purchaser agrees, severally and not jointly, to indemnify and hold harmless the Company, each Guarantor, their respective directors, officers and each person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company to such Initial Purchaser, but only with reference to information relating to such Initial Purchaser furnished to the Company in writing by such Initial Purchaser through you expressly for use in the Preliminary Memorandum, the Time of Sale Memorandum, any Additional Written Offering Communication prepared by or on behalf of, used by or referred to by the Company, or the Final Memorandum or any amendment or supplement thereto.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 8(a) or 8(b), such person (the "**indemnified party**") shall promptly notify the person against whom such indemnity may be sought (the "**indemnifying party**") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the reasonable fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the reasonable fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate firm (in addition to any local counsel) for all such indemnified parties and that all such reasonable fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by Morgan Stanley & Co. LLC, in the case of parties indemnified pursuant to Section 8(a), and by the Company, in the case of parties indemnified pursuant to Section 8(b). The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for reasonable fees and expenses of counsel as contemplated by the second and third sentences of this paragraph, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement (i) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) To the extent the indemnification provided for in Section 8(a) or 8(b) is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Guarantors on the one hand and the Initial Purchasers on the other hand from the offering of the Offered Securities or (ii) if the allocation provided by clause 8(d)(i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause 8(d)(i) above but also the relative fault of the Company and the Guarantors on the one hand and of the Initial Purchasers on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company and the Guarantors on the one hand and the Initial Purchasers on the other hand in connection with the offering of the Offered Securities shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Offered Securities (before deducting expenses) received by the Company and the Guarantors and the total discounts and commissions received by the Initial Purchasers bear to the aggregate offering price of the Offered Securities. The relative fault of the Company and the Guarantors on the one hand and of the Initial Purchasers on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company and the Guarantors or by the Initial Purchasers and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. For purposes of the preceding two sentences, the net proceeds deemed to be received by the Company shall be deemed to be also for the benefit of the Guarantors and information supplied by the Company shall also be deemed to be supplied by the Guarantors. The Initial Purchasers' respective obligations to contribute pursuant to this Section 8 are several in proportion to the respective principal amount of Offered Securities they have purchased hereunder, and not joint.

(e) The Company, the Guarantors and the Initial Purchasers agree that it would not be just or equitable if contribution pursuant to this Section 8 were determined by *pro rata* allocation (even if the Initial Purchasers were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Section 8(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in Section 8(d) shall be deemed to include, subject to the limitations set forth above, any reasonable legal or other reasonable expenses incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 8, no Initial Purchaser shall be required to contribute any amount in excess of the amount by which the total price at which the Offered Securities resold by it in the initial placement of such Offered Securities were offered to investors exceeds the amount of any damages that such Initial Purchaser has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 8 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(f) The indemnity and contribution provisions contained in this Section 8 and the representations, warranties and other statements of the Company contained in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Initial Purchaser, any person controlling any Initial Purchaser or any affiliate of any Initial Purchaser or by or on behalf of the Company, its officers or directors or any person controlling the Company and (iii) acceptance of and payment for any of the Offered Securities.

9. *Termination*. The Initial Purchasers may terminate this Agreement by notice given by you to the Company, if after the execution and delivery of this Agreement and prior to the Closing Date (i) trading generally shall have been suspended or materially limited on, or by, as the case may be, the NYSE or the NASDAQ Global Market, (ii) trading of any securities of the Company shall have been suspended on any exchange or in any over-the-counter market, (iii) a material disruption in securities settlement, payment or clearance services in the United States shall have occurred, (iv) any moratorium on commercial banking activities shall have been declared by Federal or New York State authorities or (v) there shall have occurred any outbreak or escalation of hostilities, or any change in financial markets or any calamity or crisis that, in your judgment, is material and adverse and which, singly or together with any other event specified in this clause (v), makes it, in your judgment, impracticable or inadvisable to proceed with the offer, sale or delivery of the Offered Securities on the terms and in the manner contemplated in the Time of Sale Memorandum or the Final Memorandum.

10. *Effectiveness; Defaulting Initial Purchasers*. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

If, on the Closing Date, any one or more of the Initial Purchasers shall fail or refuse to purchase Offered Securities that it or they have agreed to purchase hereunder on such date, and the aggregate principal amount of Offered Securities which such defaulting Initial Purchaser or Initial Purchasers agreed but failed or refused to purchase is not more than one-tenth of the aggregate principal amount of Offered Securities to be purchased on such date, the other Initial Purchasers shall be obligated severally in the proportions that the principal amount of Offered Securities set forth opposite their respective names in Schedule I bears to the aggregate principal amount of Offered Securities set forth opposite the names of all such non-defaulting Initial Purchasers, or in such other proportions as you may specify, to purchase the Offered Securities which such defaulting Initial Purchaser or Initial Purchasers agreed but failed or refused to purchase on such date; *provided* that in no event shall the principal amount of Offered Securities that any Initial Purchaser has agreed to purchase pursuant to this Agreement be increased pursuant to this Section 10 by an amount in excess of one-ninth of such principal amount of Offered Securities without the written consent of such Initial Purchaser. If, on the Closing Date any Initial Purchaser or Initial Purchasers shall fail or refuse to purchase Offered Securities which it or they have agreed to purchase hereunder on such date and the aggregate principal amount of Offered Securities with respect to which such default occurs is more than one-tenth of the aggregate principal amount of Offered Securities to be purchased on such date, and arrangements satisfactory to you and the Company for the purchase of such Offered Securities are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Initial Purchaser or of the Company. In any such case either you or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Time of Sale Memorandum, the Final Memorandum or in any other documents or arrangements may be effected. Any action taken under this paragraph shall not relieve any defaulting Initial Purchaser from liability in respect of any default of such Initial Purchaser under this Agreement.

If this Agreement shall be terminated by the Initial Purchasers, or any of them, because of any failure or refusal on the part of the Company to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Company shall be unable to perform its obligations under this Agreement, the Company will reimburse the Initial Purchasers or such Initial Purchasers as have so terminated this Agreement with respect to themselves, severally, for all out-of-pocket expenses (including the fees and disbursements of their counsel) reasonably incurred by such Initial Purchasers in connection with this Agreement or the offering contemplated hereunder.

11. *Entire Agreement.* (a) This Agreement, together with any contemporaneous written agreements and any prior written agreements (to the extent not superseded by this Agreement) that relate to the offering of the Offered Securities, represents the entire agreement between the Company and the Initial Purchasers with respect to the preparation of the Preliminary Memorandum, the Time of Sale Memorandum, the Final Memorandum, the conduct of the offering, and the purchase and sale of the Offered Securities.

(b) The Company and the Guarantors acknowledge that in connection with the offering of the Offered Securities: (i) the Initial Purchasers have acted at arm's length, are not agents of, and owe no fiduciary duties to, the Company, the Guarantors or any other person, (ii) the Initial Purchasers owe the Company and the Guarantors only those duties and obligations set forth in this Agreement and prior written agreements (to the extent not superseded by this Agreement) if any, and (iii) the Initial Purchasers may have interests that differ from those of the Company and the Guarantors. The Company and the Guarantors waive to the full extent permitted by applicable law any claims it may have against the Initial Purchasers arising from an alleged breach of fiduciary duty in connection with the offering of the Offered Securities.

12. *Counterparts.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

13. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

14. *Waiver of Jury Trial.* The Company and the Guarantors hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

15. *Headings.* The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

16. *Notices.* All communications hereunder shall be in writing and effective only upon receipt and if to the Initial Purchasers shall be delivered, mailed or sent to you in care of Morgan Stanley & Co. LLC, 1585 Broadway, New York, New York 10036, Attention: High Yield Syndicate Desk, with a copy to the Legal Department; and if to the Company shall be delivered, mailed or sent to W&T Offshore, Inc., Nine Greenway Plaza, Suite 300, Houston, Texas 77046, Attention: Janet Yang. In accordance with the requirements of the USA PATRIOT Act, the Initial Purchasers are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Initial Purchasers to properly identify their respective clients.

Very truly yours,

W&T OFFSHORE, INC.

By: /s/ Janet Yang
Name: Janet Yang
Title: Vice President, Acting Chief Financial Officer and Chief Accounting Officer

W&T ENERGY VI, LLC

W&T ENERGY VII, LLC

By: W&T Offshore, Inc., its sole member

By: /s/ Shahid Ghauri
Name: Shahid Ghauri
Title: Vice President, General Counsel and Corporate Secretary

Accepted as of the date hereof

Morgan Stanley & Co. LLC

Acting severally on behalf of itself and as the
Representative of the several Initial
Purchasers named in Schedule I hereto.

By: Morgan Stanley & Co. LLC

By: /s/ Chance Moreland
Name: Chance Moreland
Title: Authorized Signatory

SCHEDULE I

Initial Purchasers	Principal Amount of Notes to be Purchased
Morgan Stanley & Co. LLC	$ 218,750,000
Stifel, Nicolaus & Company, Incorporated	62,500,000
Seaport Global Securities LLC	62,500,000
TD Securities (USA) LLC	62,500,000
SG Americas Securities, LLC	62,500,000
Natixis Securities Americas LLC	62,500,000
ABN AMRO Securities (USA) LLC	46,875,000
ING Financial Markets LLC	46,875,000
Total:	$ 625,000,000

SCHEDULE II

Time of Sale Memorandum

1. Preliminary Memorandum issued October 1, 2018

2. Pricing Supplement on Schedule III

Additional Written Offering Communications

1. None

FINAL PRICING SUPPLEMENT
Issued October 5, 2018

$625,000,000
W&T OFFSHORE, INC.

9.75% SENIOR SECOND LIEN NOTES DUE 2023

Pricing Supplement dated October 5, 2018 to Preliminary Offering Memorandum dated October 1, 2018 of W&T Offshore, Inc.

This Pricing Supplement incorporates the Preliminary Offering Memorandum in its entirety herein. The information in this Pricing Supplement supplements the Preliminary Offering Memorandum and supersedes the information in the Preliminary Offering Memorandum to the extent inconsistent with the information in the Preliminary Offering Memorandum.

Unless otherwise indicated, terms used but not defined herein have the meanings assigned to such terms in the Preliminary Offering Memorandum.

Issuer:	W&T Offshore, Inc.
Security Description:	9.75% Senior Second Lien Notes due 2023
Distribution:	144A/Regulation S – without Registration Rights
Face:	$625,000,000
Gross Proceeds:	$625,000,000
Coupon:	9.75%
Yield to Maturity:	9.75%
Maturity:	November 1, 2023
Offering Price:	100.000% and accrued interest, if any.
Interest Payment Dates:	Interest on the notes will accrue at the rate of 9.75% per annum and will be payable semi-annually in arrears on November 1 and May 1, commencing on May 1, 2019. We will make each interest payment to the holders of record on the immediately preceding October 15 and April 15.
Equity Clawback:	Prior to November 1, 2020, we may on one or more occasions redeem up to 35% of the aggregate principal amount of the notes with the net cash proceeds of certain equity offerings, at a price equal to 109.75% of the aggregate principal amount of the notes plus accrued and unpaid interest.

Optional Redemption:	Prior to November 1, 2020, we may redeem all or part of the notes at a redemption price equal to 100% of the aggregate principal amount of the notes to be redeemed, plus a make-whole premium at T+50bps and accrued and unpaid interest. Then:

On or after November 1:	**Price:**
2020	104.875%
2021	102.438%
2022 and thereafter	100.000%

Change of Control:	Put at 101% of the aggregate principal amount of the notes repurchased plus accrued and unpaid interest on the notes repurchased.
Ranking:	Senior secured obligations.
Trade Date:	October 5, 2018
Settlement Date:	October 18, 2018 (T+8) It is expected that delivery of the notes will be made against payment therefor on or about October 18, 2018, which will be the eighth business day following the date of pricing of the notes. Under Rule 15c6-1 of the Exchange Act, trades in the secondary market generally settle in two business days, unless parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the notes prior to the delivery hereunder will be required, by virtue of the fact that the notes will settle in T+8, to specify alternative settlement arrangements to prevent a failed settlement. Purchasers of notes who wish to trade the notes prior to their delivery hereunder should consult their own advisors.
Reference Treasury:	UST1.625% due October 31, 2023
Spread to Treasury:	667 bps
Denominations:	The notes will be issued in denominations of $1,000 and integral multiples of $1,000.
Ratings:	B3/B
Global Coordinator and Joint Active Book-Running Manager:	Morgan Stanley & Co. LLC

Joint Active Book-Running Managers:	Stifel, Nicolaus & Company, Incorporated Seaport Global Securities LLC TD Securities (USA) LLC SG Americas Securities, LLC Natixis Securities Americas LLC
Joint Passive Book-Running Managers:	ABN AMRO Securities (USA) LLC ING Financial Markets LLC
CUSIP:	144A: 92922P AL0 Reg S: U85254 AF4
ISIN:	144A: US92922PAL04 Reg S: USU85254AF42
Other Changes to the Preliminary Offering Memorandum:	**Security** Clause (1) of the first paragraph under the heading "Description of Notes—Security" shall be revised to reflect the revisions indicated by the blacklined language below: (1) cash, certificates of deposit, deposit accounts, money market accounts or other such liquid assets **("Excluded Liquid Assets"), but only** to the extent that such ~~**cash, certificates of deposit, deposit accounts, money market accounts or other such liquid assets**~~ **Excluded Liquid Assets** that are on deposit or maintained with the Priority Lien Collateral Agent or any other holder of Priority Lien Obligations to cash collateralize letters of credit constituting Priority Lien Obligations rather than generally to the holders of the Priority Lien Obligations or to the Priority Lien Collateral Agent for the benefit of the holders of Priority Lien Obligations as a whole; The following shall be added as a new paragraph at the end of the subsection under the heading "Description of Notes—Security—Security Documents":

W&T will file a Current Report on Form8-K with the SEC within the applicable time period for such a filing, containing customary detail on such actions, upon completion of the deliveries referred to in the preceding paragraph.

Asset Sales

The second paragraph under the heading "Description of Notes—Repurchase at the Option of Holders—Asset Sales" shall be revised to reflect the revisions indicated by the blacklined language below:

Within ~~**360**~~ **365** days after the receipt of any Net Proceeds from an Asset Sale, or, if**within such 365-day period** W&T has entered into a binding commitment or commitments with respect to the actions described in clauses (2) or (3) below, within ~~**540**~~ **180** days after the ~~**receipt of any Net Proceeds from an Asset Sale**~~ **entry into such binding commitment or commitments (or, if later, 365 days after receipt of such Net Proceeds)**, W&T (or the applicable Restricted Subsidiary, as the case may be) may apply such Net Proceeds:

(1)(a) if the Asset Sale is a Collateral Disposition, to repay, prepay, redeem or repurchase Priority Lien Debt~~**, the notes and other outstanding**~~ **or** Parity Lien Debt**; *provided* that with respect to Parity Lien Debt, such repayment, prepayment, redemption or repurchase must be made either by a *pro rata* redemption, repayment or repurchase of outstanding Parity Lien Debt or by an Asset Sale Offer made to all holders of Parity Lien Debt under the procedures set forth below** or (b) if such Asset Sale is not a Collateral Disposition, to repay, prepay, redeem or repurchase Indebtedness of W&T or a Restricted Subsidiary that is not subordinated in right of payment to the notes (but, in each case, excluding intercompany Indebtedness of W&T or any Restricted Subsidiary or any of its Affiliates);

(2) to invest in Additional Assets;

(3) to make capital expenditures in respect of W&T's or its Restricted Subsidiaries' Oil and Gas Business; or

(4) any combination of the foregoing.

The reference to "$40.0 million" in the second sentence of the fourth paragraph under the heading "Description of Notes—Repurchase at the Option of Holders—Asset Sales" shall be changed to "$20.0 million".

Restricted Payments

Clause (9) of the second paragraph under the heading "Description of Notes—Certain Covenants—Restricted Payments" shall be revised to reflect the revisions indicated by the blacklined language below:

(9) Restricted Payments in an amount up to ~~**$60.0**~~ **$35.0** million for each 12-month period following the Issue Date, with any unused portion of such amount in any such period to be carried forward to succeeding 12-month periods; *provided* that if the Senior Secured Leverage Ratio is greater than 2.00:1.00 on any anniversary of the Issue Date, such amount shall be limited to ~~**$40.0**~~ **$15.0** million for the subsequent 12-month period;

Incurrence of Indebtedness and Issuance of Preferred Stock

Clause (1) of the second paragraph under the heading "Description of Notes—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock" shall be revised to reflect the revisions indicated by the blacklined language below:

(1) the incurrence by W&T and any Restricted Subsidiary of Indebtedness (including letters of credit) under Credit Facilities in an aggregate principal amount at any one time outstanding under this clause (1) (with letters of credit being deemed to have a principal amount equal to the maximum potential liability of W&T and its Restricted Subsidiaries thereunder) not to exceed the greatest of (a) ~~**$400.0**~~ **$300.0** million, (b) ~~**30.0%**~~ **20.0%** of Adjusted Consolidated Net Tangible Assets determined as of the date of the incurrence of such Indebtedness after giving pro forma effect to such incurrence and the application of the proceeds therefrom and (c) the Borrowing Base at the time of incurrence; ***provided*** **that if the lenders under each Credit Facility incurred under this clause (1) do not include at least one commercial bank that provides, in the ordinary course of its business, reserve-based bank loans in the Oil and Gas Business, then the aggregate amount that may be incurred under this clause (1) shall not exceed $300.0 million;**

Clause (4) of the second paragraph under the heading "Description of Notes—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock" shall be revised to reflect the revisions indicated by the blacklined language below:

(4) the incurrence by W&T or any of its Restricted Subsidiaries of Indebtedness represented by Capital Lease Obligations, mortgage financings or purchase money obligations, in each case, incurred for the purpose of financing all or any part of the purchase price or cost of design, construction, installation or improvement of property, plant or equipment used in the business of W&T or any of its Restricted Subsidiaries, in an aggregate principal amount at any time outstanding, including all Permitted Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (4), not to exceed the greater of (a) ~~**$50.0**~~ **$30.0** million and (b) ~~**3.5%**~~ **2.0%** of Adjusted Consolidated Net Tangible Assets determined as of the date of the incurrence of such Indebtedness;

Clause (16) of the second paragraph under the heading "Description of Notes—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock" shall be revised to reflect the revisions indicated by the blacklined language below:

(16) the incurrence by W&T or any of its Restricted Subsidiaries of additional Indebtedness in an aggregate principal amount (or accreted value, as applicable) at any time outstanding not to exceed the greater of (a) ~~**$100.0**~~ **$60.0** million and (b) ~~**7.0%**~~ **4.0%** of Adjusted Consolidated Net Tangible Assets determined as of the date of the incurrence of such Indebtedness; and

Transactions with Affiliates

Clause (2) of the first paragraph under the heading "Description of Notes—Certain Covenants—Transactions with Affiliates" shall be revised to reflect the revisions indicated by the blacklined language below:

(2) W&T delivers to the trustee:

(a) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of ~~**$20.0**~~ **$10.0** million, an officers' certificate certifying that such Affiliate Transaction complies with this covenant; and

(b) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of ~~**$40.0**~~ **$30.0** million, a resolution of W&T's Board of Directors set forth in an officers' certificate certifying that such Affiliate Transaction complies with this covenant and that such Affiliate Transaction has been approved by a majority of the disinterested members of W&T's Board of Directors.

The reference to "80%" in the first sentence of the fourth paragraph under the heading "Description of Notes—Certain Covenants—Additional Note Guarantees and Collateral" shall be changed to "85%".

Certain Definitions

Clauses (1) and (2) of the definition of "Permitted Liens" under the heading "Description of Notes—Certain Definitions" shall be revised to reflect the revisions indicated by the blacklined language below:

(1) Liens securing the Priority Lien Debt or Parity Lien Debt (other than Indebtedness represented by the notes and the related Note Guarantees incurred on the Issue Date) incurred under clause (1) of the definition of "Permitted Debt"; ***provided*** **that any Liens securing Priority Lien Debt shall be secured equally and ratably with Liens securing Priority Lien Debt under this clause (1);**

(2) **Parity** Liens securing the notes **(other than any additional notes)** and the related Note Guarantees;

The following new clause (15)(c) shall be added to the definition of "Permitted Liens" under the heading "Description of Notes—Certain Definitions":

(c) to the extent the Indebtedness being refunded, refinanced or replaced constitutes Parity Lien Debt, then the Indebtedness secured by the new Lien may be only Parity Lien Debt or secured on a junior Lien basis to all Parity Lien Debt;

Clause (28) of the definition of "Permitted Liens" under the heading "Description of Notes—Certain Definitions" shall be revised to reflect the revisions indicated by the blacklined language below:

(28) Liens of W&T or any Subsidiary of W&T with respect to Indebtedness that does not exceed in principal amount the greater of (a) ~~**$100.0**~~ **$60.0** million at any one time outstanding and (b) ~~**7.0%**~~ **4.0%** of the Adjusted Consolidated Net Tangible Assets determined as of the date of the incurrence of such Indebtedness after giving pro forma effect to such incurrence and the application of proceeds therefrom; and

Clause (2) of the definition of "Priority Lien Debt" under the heading "Description of Notes—Certain Definitions" shall be revised to reflect the revisions indicated by the blacklined language below:

(2) additional Indebtedness of W&T and the Guarantors under any other Credit Facility that is secured **equally and ratably** with **the Indebtedness referenced in clause (1) of this definition** ~~**the Credit Agreement**~~ by a Priority Lien that was permitted to be incurred and so secured under each applicable Secured Debt Document; *provided* that, in the case of any Indebtedness referred to in this clause (2), that:

Release of Liens; Automatic Release of Second Liens and Third Liens

Clause (b) of the first paragraph under the heading "Intercreditor Agreement—Release of Liens; Automatic Release of Second Liens and Third Liens" shall be revised to reflect the revisions indicated by the blacklined language below:

(b) **subject to the provisions of the Intercreditor Agreement described under the caption "—Application of Proceeds,"** such release is effected in connection with the Priority Lien Agent's foreclosure upon, or other exercise of rights or remedies with respect to, such Collateral,

The reference to "80%" in clause (c)(x) of the first paragraph under the heading "Intercreditor Agreement —Release of Liens; Automatic Release of Second Liens and Third Liens" shall be changed to "85%".

SCHEDULE IV

GUARANTORS

1. W&T ENERGY VI, LLC
2. W&T ENERGY VII, LLC

EXHIBIT A

OPINION OF COUNSEL FOR THE COMPANY

The opinion of the counsel for the Company, to be delivered pursuant to Section 5(c) of the Purchase Agreement shall be to the effect that:

A. The Company is validly existing as a corporation in good standing under the laws of the State of Texas, has the corporate power and authority to own its property and to conduct its business as described in the Time of Sale Memorandum and is duly qualified to transact business and is in good standing in each jurisdiction indicated in the schedule attached hereto.

B. Each Guarantor is validly existing in good standing under the laws of its jurisdiction of formation, is duly qualified to do business and is in good standing as a foreign limited liability company in each jurisdiction indicated in the schedule attached hereto.

C. Each Guarantor has all limited liability company power and authority necessary to own or hold its respective properties and conduct the business in which it is engaged.

D. The Company has the authorized equity capitalization as set forth in the Time of Sale Memorandum; all of the issued membership interests of each Guarantor have been duly and validly authorized and issued, are fully paid and non-assessable (except as such non-assessability may be affected by Sections 18-607 and 18-804 of the Delaware LLC Act), and are owned directly by the Company, free and clear of all liens, encumbrances, equities or claims (i) in respect of which a financing statement under the Uniform Commercial Code of the State of Texas naming the Company as debtor is on file in the office of the Secretary of State of the State of Texas or (ii) otherwise known to such counsel, without independent investigation, other than those created by or arising under the Delaware LLC Act or those created by the New Credit Agreement.

E. The Purchase Agreement has been duly authorized, executed and delivered by the Company and each of the Guarantors.

F. The Company and each of the Guarantors have all requisite corporate or limited liability company power and authority to execute and deliver the Purchase Agreement and the other Transaction Documents to which it is a party, and to perform their obligations under the Purchase Agreement and the other Transaction Documents.

G. The Notes have been duly authorized by the Company and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Initial Purchasers in accordance with the terms of the Purchase Agreement, and assuming the due execution and delivery of the Indenture by the Trustee and the authentication and delivery of the Notes by the Trustee, will be valid and binding obligations of the Company, entitled to the benefit of the Indenture, and enforceable in accordance with their terms, except that the enforcement thereof may be subject to the Enforceability Exceptions.

H. The Guarantees have been duly and validly authorized by each of the Guarantors. When the Notes have been issued, executed and authenticated in accordance with the terms of the Indenture and delivered to and paid for by the Initial Purchasers in accordance with the terms of the Purchase Agreement, and assuming the due execution and delivery of the Indenture by the Trustee and the authentication and delivery of the Notes by the Trustee, the Guarantee of each Guarantor will be duly issued and constitute the legal, valid and binding obligation of such Guarantor, entitled to the benefit of the Indenture, and enforceable against such Guarantor in accordance with its terms, except that the enforcement thereof may be subject to the Enforceability Exceptions.

I. The Indenture has been duly authorized, executed and delivered by the Company and each of the Guarantors, and assuming the due execution and delivery thereof by the Trustee, constitutes a valid and binding agreement of, the Company and each Guarantor, enforceable in accordance with its terms, except that the enforcement thereof may be subject to the Enforceability Exceptions.

J. The Collateral Trust Agreement constitutes the valid and binding obligation of the Company and the Guarantors enforceable against each of the Company and Guarantors in accordance with the terms under the laws of the State of New York.

K. The provisions of the Collateral Trust Agreement are effective to create, in favor of the Collateral Trustee to secure the Secured Obligations (as defined therein), a valid security interest in all of each of the Company's and Guarantors' right, title and interest in and to that portion of the Collateral (as defined therein) in which a security interest may be created under Article 9 of the Uniform Commercial Code as in effect in the State of New York (the "NY UCC") (the "Article 9 Collateral").

L. To the extent that the filing of a financing statement can be effective to perfect a security interest in the Article 9 Collateral under (a) the Uniform Commercial Code as in effect in the State of Delaware (the "DE UCC"), the security interest in favor of the Collateral Trustee in that portion of the Article 9 Collateral described in the applicable DE Financing Statement will be perfected upon the proper filing of such DE Financing Statement in the Office of the Secretary of State of the State of Delaware and (b) the Uniform Commercial Code as in effect in the State of Texas (the "TX UCC"), the security interest in favor of the Collateral Trustee in that portion of the Article 9 Collateral described in the applicable TX Financing Statement will be perfected upon the proper filing of such TX Financing Statement in the Office of the Secretary of State of the State of Texas. For purposes of our opinions set forth in this paragraph 3, we have based such opinions solely on our review of the generally available compilations of Article 9 of the DE UCC and the TX UCC, each as in effect on the date hereof, and we have not reviewed any other laws of the State of Delaware or the State of Texas or retained or relied on any opinion or advice of Delaware counsel.

M. The execution and delivery by the Company and the Guarantors of, and the performance by the Company and the Guarantors of their obligations under, the Purchase Agreement and the other Transaction Documents, and the performance by the Company and the Guarantors of their respective obligations under the Transaction Documents, will not contravene any provision of (i) the certificate of incorporation or bylaws of the Company or the Certificate of Formation or limited liability company agreement of each Guarantor, (ii) the New Credit Agreement, (iii) the Delaware LLC Act, any federal, Texas or New York statute, rule or regulation applicable to the Company or any Guarantor, or to such counsel's knowledge, any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any Guarantor; except, with respect to clauses (ii) and (iii) only, for any such contravention that would not reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect. With respect to clauses (ii) and (iii) above, such counsel need express no opinion as to the applicability of any federal or state securities or Blue Sky laws.

N. No consent, approval, authorization or order of, or filing or registration or qualification with, any governmental body or agency is required for the performance by the Company and Guarantors of their respective obligations under the Purchase Agreement or the other Transaction Documents, except (i) such as have previously been obtained, (ii) such as may be required by state securities or Blue Sky laws in connection with the offer and sale of the Offered Securities, as to which such counsel need express no opinion and (iii) such as may be required under federal securities laws, as to which such counsel need express no opinion other than the opinion provided in paragraph R below.

O. Neither the Company nor the Guarantors are, and after giving effect to the offer and sale of the Offered Securities and the application of the proceeds therefrom as described "Use of Proceeds" in the Final Memorandum will be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Securities and Exchange Commission thereunder.

P. The Notes, the Guarantees, the Indenture, the Intercreditor Agreement and the Security Documents conform in all material respects as to legal matters to the descriptions thereof contained in the Time of Sale Memorandum and the Final Memorandum.

Q. The statements in each of the Time of Sale Memorandum and the Final Memorandum under the caption "Certain U.S. Federal Tax Considerations," insofar as such statements constitute a summary of the United States federal tax laws referred to therein, are accurate in all material respects.

R. Based upon the representations, warranties and agreements of the Company and the Initial Purchasers in the Purchase Agreement, it is not necessary in connection with the offer, sale and delivery of the Offered Securities to the Initial Purchasers under the Purchase Agreement or in connection with the initial resale of such Offered Securities by the Initial Purchasers in accordance with the Purchase Agreement to register the Offered Securities under the Securities Act of 1933 or to qualify the Indenture under the Trust Indenture Act of 1939, it being understood that no opinion is expressed as to any subsequent resale of any Note.

In addition, such counsel should state that nothing has come to the attention of such counsel that causes such counsel to believe that (A) the Time of Sale Memorandum (except for the financial statements and financial schedules and other financial and accounting data, and the oil and natural gas reserve and future net revenue data included or incorporated by reference in or omitted from the Time of Sale Memorandum, as to which such counsel need not express any belief) as of the date of the Purchase Agreement or as amended or supplemented, if applicable, as of the Time of First Sale (which such counsel may assume to be 5:20 p.m. New York City time on the date of the Purchase Agreement) contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or (B) the Final Memorandum (except for the financial statements and financial schedules and other financial and accounting data, and the oil and natural gas reserve and future net revenue data included or incorporated by reference in or omitted from the Time of Sale Memorandum, as to which such counsel need not express any belief) as of its date contained, or as of the date such opinion is delivered contains, any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

With respect to the matters referred to in the paragraph above, counsel may state that its beliefs are based upon its participation in the preparation of the Time of Sale Memorandum and the Final Memorandum (and any amendments or supplements thereto) and review and discussion of the contents thereof and review of the documents referred to therein, but are without independent check or verification except as specified.

SCHEDULE OF QUALIFICATION

Name of Entity	**Domestic Jurisdiction**	**Foreign Qualifications**
W&T Offshore, Inc.	Texas	Alabama, Louisiana
W&T Energy VI, LLC	Delaware	Alabama
W&T Energy VII, LLC	Delaware	None

Exhibit 99.1

FOR IMMEDIATE RELEASE

W&T Offshore Announces Tender Offers for 8.500% Senior Notes due 2019, 9.00%/10.75% Senior Second Lien PIK Toggle Notes due 2020 and 8.50%/10.00% Senior Third Lien PIK Toggle Notes due 2021

HOUSTON, Oct. 3, 2018 /PRNewswire/ — W&T Offshore, Inc. (NYSE: WTI) announced today that it has commenced cash tender offers (each, a "Tender Offer" and collectively, the "Tender Offers") for any and all of its outstanding 8.500% Senior Notes due 2019 (the "2019 Notes"), 9.00%/10.75% Senior Second Lien PIK Toggle Notes due 2020 (the "2020 Notes") and 8.50%/10.00% Senior Third Lien PIK Toggle Notes due 2021 (the "2021 Notes" and together with the 2019 Notes and 2020 Notes, the "Notes").

The Tender Offers are scheduled to expire at 11:59 p.m., New York City time, on October 31, 2018, unless extended or earlier terminated (the "Expiration Time"). Holders who validly tender their Notes before 5:00 p.m., New York City time, on October 17, 2018, unless extended (the "Early Tender Date"), will be eligible to receive the Total Consideration (as defined below). The Tender Offers provide for an early settlement option, so that holders whose Notes are validly tendered and not subsequently validly withdrawn prior to the Early Tender Date and accepted for purchase could receive payment as early as October 18, 2018. Tenders of Notes may be validly withdrawn until the Withdrawal Time (defined below). The following table sets forth the Tender Offer Consideration, the Early Tender Premium (defined below) and the Total Consideration for each $1,000 aggregate principal amount of Notes of each series.

Aggregate Outstanding Principal Amount	Series of Notes	CUSIP/ISIN	Tender Offer Consideration	Early Tender Premium	Total Consideration
$189,829,000	2019 Notes	CUSIP No. 92922PAC0; ISIN No. US92922PAC05	$ 973.75	$ 30.00	$ 1,003.75
$177,513,418	2020 Notes	CUSIP Nos. 92922PAG1 and U85254AD9; ISIN Nos. US92922PAG19 and USU85254AD93	$ 996.50	$ 30.00	$ 1,026.50
$160,851,884	2021 Notes	CUSIP Nos. 92922PAJ5 and U85254AE7;ISIN Nos. US92922PAJ57 and USU85254AE76	$ 1,016.50	$ 30.00	$ 1,046.25

Holders tendering prior to the Early Tender Date will be eligible to receive the "Tender Offer Consideration" and the early tender premium set forth in the table above (the "Early Tender Premium" and with respect to each series of Notes, together with the Tender Offer Consideration, the "Total Consideration"). Holders tendering after the Early Tender Date will be eligible to receive only the "Tender Offer Consideration," which does not include the Early Tender Premium. Holders whose Notes are purchased in the Tender Offers will also receive accrued and unpaid interest from the most recent interest payment date at the applicable cash interest rate for the Notes to, but not including, the applicable settlement date. Holders who validly tender their Notes before the Early Tender Date will be eligible to receive payment on the initial settlement date, which may be as early as October 18, 2018, and holders tendering after the Early Tender Date and prior to the Expiration Time will be eligible to receive payment on the final settlement date, which is expected to be November 1, 2018.

Tendered Notes may be withdrawn before 5:00 p.m., New York City time, on October 17, 2018 (unless extended, the "Withdrawal Time"), but not thereafter, except under limited circumstances. Any extension, termination or amendment of any of the Tender Offers will be followed as promptly as practicable by a public announcement thereof.

Each Tender Offer is subject to the satisfaction of certain conditions including: (1) consummation of a capital markets debt offering raising proceeds in an amount sufficient, when taken together with cash on hand and borrowings under W&T Offshore's revolving bank credit facility, to pay the aggregate consideration for all the tendered Notes, plus all fees and expenses incurred in connection with the Tender Offers, including accrued and unpaid interest on such Notes and to repay outstanding term loan indebtedness and (2) certain other customary conditions.

We currently intend to exercise our right to redeem any Notes that remain outstanding after the Tender Offers, although we have no legal obligation to do so.

The complete terms and conditions of the Tender Offers are described in the Offer to Purchase dated October 3, 2018, copies of which may be obtained from D.F. King & Co., Inc., the tender agent and information agent for the Tender Offers, at (800) 207-2872 (US toll free) or, for banks and brokers, (212) 269-5550, or email at wti@dfking.com.

W&T Offshore has engaged Morgan Stanley & Co. LLC to act as the exclusive dealer manager in connection with the Tender Offers. Questions regarding the terms of the Tender Offers may be directed to Morgan Stanley & Co. LLC, Liability Management Group, at (800) 624-1808 (US toll free) and (212) 761-1057 (collect).

None of W&T Offshore, the dealer manager or the tender agent and information agent or their respective affiliates are making any recommendation as to whether or not holders should tender all or any portion of their Notes in the Tender Offers.

This announcement is not an offer to purchase or a solicitation of an offer to purchase with respect to any securities. The Tender Offers are being made solely by the Offer to Purchase dated October 3, 2018. The Tender Offers are not being made to holders of Notes in any jurisdiction in which the making or acceptance thereof would not be in compliance with the securities or other laws of such jurisdiction.

About W&T Offshore

W&T Offshore, Inc. is an independent oil and natural gas producer with operations offshore in the Gulf of Mexico and has grown through acquisitions, exploration and development. The Company currently has working interests in 48 producing fields in federal and state waters and has under lease approximately 650,000 gross acres, including approximately 440,000 gross acres on the Gulf of Mexico Shelf and approximately 210,000 gross acres in the deepwater. A majority of the company's daily production is derived from wells it operates.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, as amended. These forward-looking statements reflect our current views with respect to future events, based on what we believe are reasonable assumptions. No assurance can be given, however, that these events will occur. These statements are subject to risks and uncertainties that could cause actual results to differ materially including, among other things, market conditions, oil and gas price volatility, uncertainties inherent in oil and gas production operations and estimating reserves, unexpected future capital expenditures, competition, the success of our risk management activities, governmental regulations, uncertainties and other factors discussed in W&T Offshore's Annual Report on Form 10-K for the year ended December 31, 2017 and subsequent Form 10-Q reports found at *www.sec.gov* or at our website at *www.wtoffshore.com* under the Investor Relations section. Investors are urged to consider closely the disclosures and risk factors in these reports.

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FOR IMMEDIATE RELEASE

W&T Offshore, Inc. Announces Pricing of $625 Million Offering of Senior Second Lien Notes

HOUSTON, Texas, October 5, 2018 /PRNewswire/ — W&T Offshore, Inc. (NYSE: WTI) ("W&T Offshore" or the "Company") announced today the pricing of its previously announced private offering of $625.0 million in aggregate principal amount of senior second lien notes due 2023 (the "Notes"). The Notes, which priced at par, will mature on November 1, 2023, and will pay interest at an annual rate of 9.75%.

The closing of the offering of the Notes is expected to occur on October 18, 2018, subject to customary closing conditions. W&T Offshore intends to use the net proceeds of the offering, together with borrowings from a proposed amended revolving bank credit facility and cash on hand, to (i) repay and retire its outstanding 11.00% 1.5 Lien Term Loan and 9.00% Second Lien Term Loan and (ii) redeem or repurchase in full all of its outstanding 8.500% Senior Unsecured Notes due 2019, 9.00%/10.75% Second Lien PIK Toggle Notes due 2020 and 8.50%/10.00% Third Lien PIK Toggle Notes due 2021. In connection with the offering, W&T Offshore has obtained a commitment letter from three commercial banks for a proposed amended revolving bank credit facility with initial bank lending commitments and borrowing base of $250 million that is expected to close concurrently with the closing of the offering of the Notes.

The Notes have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws; and unless so registered, the securities may not be offered or sold in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. The Notes are being offered only to qualified institutional buyers in the United States under Rule 144A and to non-U.S. investors outside the United States pursuant to Regulation S.

This press release does not constitute an offer to sell or a solicitation of an offer to buy, or a sale of, the Notes or any other securities, nor does it constitute an offer, solicitation or sale in any jurisdiction in which such offer, solicitation or sale is unlawful.

About W&T Offshore

W&T Offshore, Inc. is an independent oil and natural gas producer with operations offshore in the Gulf of Mexico and has grown through acquisitions, exploration and development. The Company currently has working interests in 48 producing fields in federal and state waters and has under lease approximately 650,000 gross acres, including approximately 440,000 gross acres on the Gulf of Mexico Shelf and approximately 210,000 gross acres in the deepwater. A majority of the Company's daily production is derived from wells it operates.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended. These forward-looking statements reflect our current views with respect to future events, based on what we believe are reasonable assumptions. No assurance can be given, however, that these events will occur. These statements are subject to risks and uncertainties that could cause actual results to differ materially including, among other things, market conditions, oil and gas price volatility, uncertainties inherent in oil and gas production operations and estimating reserves, unexpected future capital expenditures, competition, the success of our risk management activities, governmental regulations, uncertainties

and other factors discussed in W&T Offshore's Annual Report on Form 10-K for the year ended December 31, 2017 and subsequent Form 10-Q reports found at www.sec.gov or at our website at www.wtoffshore.com under the Investor Relations section. Investors are urged to consider closely the disclosures and risk factors in these reports.

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