

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

IN RE ALTA MESA RESOURCES, INC.
SECURITIES LITIGATION

Case No. 4:19-cv-00957

Judge George C. Hanks, Jr.

**DEFENDANT ALTA MESA RESOURCES INC.'S ANSWER AND AFFIRMATIVE
DEFENSES TO THIRD CORRECTED CONSOLIDATED AMENDED COMPLAINT**

Defendant Alta Mesa Resources (“Defendant”) respectfully submits its Answer and Affirmative Defenses to court-appointed Lead Plaintiffs’, FNY Partners Fund LP, FNY Managed Accounts, LLC, Paul J. Burbach, and United Association National Pension Fund (f/k/a Plumbers and Pipefitters National Pension Fund) (collectively, “Lead Plaintiffs”), and Camelot Event Driven Fund’s, a series of Frank Funds Trust, (together with Lead Plaintiffs, “Plaintiffs”) Third Consolidated Amended Complaint For Violations Of The Federal Securities Laws (ECF No. 218 (the “TAC”).

PREAMBLE

Defendant denies that it violated the federal securities laws. It denies that it made any false or misleading statements, that it caused Plaintiffs or any member of the putative class any recoverable damages, and that it acted negligently or with the requisite fraudulent intent. Defendant also denies that it controlled any person who violated the federal securities laws. In sum, Defendant denies any and every allegation that suggests or implies that any public statement was false or misleading or it otherwise engaged in improper or illegal conduct. Accordingly, Plaintiffs are not entitled to any relief for any of the claims they assert.

More specifically, Defendant denies each and every allegation contained in the TAC, except as specifically herein admitted, and any factual averment admitted herein is admitted only to the specific fact alleged and not as to any conclusions, characterizations, implications, innuendos, or speculation contained in any averment or in the TAC as a whole. Moreover, except to the extent expressly admitted herein, Defendant specifically denies any allegations contained in the TAC’s headings, footnotes, appendices, table of contents, or images. Unless otherwise defined, capitalized terms refers to the capitalized terms defined in the TAC, but any such use is not an acknowledgement or admission of any characterization Plaintiffs may ascribe to the capitalized

terms. With respect to any purported document cited to or quoted in the TAC, Defendant does not admit that the documents are relevant or admissible in this action, and Defendant reserves all objections regarding admissibility. The TAC contains purported excerpts from, and references to, a number of documents and third-party publications and Defendant refers to the respective documents and third-party publications for their contents. Any factual averment admitted is done so based upon Defendant's personal knowledge to the extent Defendant has such knowledge and otherwise upon information and belief. Defendant reserves the right to change, supplement, and amend its answer if and when new information is revealed to it. Defendant denies that substantial additional evidentiary support (or any support) will exist for the allegations set forth in the TAC and denies that relevant facts are known only by Defendant or are exclusively within its custody or control.

The foregoing general denials and responses are incorporated by reference into the following specific responses to Plaintiffs' allegations.

SPECIFIC RESPONSES

Defendant admits and avers that Plaintiffs bring this action as described in the TAC and denies the remaining allegations in the prefatory paragraphs of the TAC.

1. Defendant admits and avers that on August 16, 2017, Silver Run Acquisition Corporation II ("Silver Run II") issued a press release, and Defendant refers to the press release for its complete description of its announcement to combine with AMH and Kingfisher (the "Business Combination"). Defendant denies any allegations in Paragraph 1 that are inconsistent with the press release. Defendant denies the remaining allegations in Paragraph 1.

2. Defendant denies the allegations in Paragraph 2.

3. Defendant denies the allegations in Paragraph 3.

4. Defendant denies the allegations in Paragraph 4.

5. Defendant admits and avers that on February 25, 2019, Defendant issued a press release, and on September 11, 2019, Defendant filed a voluntary petition for reorganization under Chapter 11 of the United States Bankruptcy Code, and Defendant refers to the press release and the Chapter 11 petition for their complete contents. Defendant denies any allegations in Paragraph 5 that are inconsistent with the press release and Chapter 11 petition. Defendant denies the remaining allegations in Paragraph 5.

6. Defendant admits and avers that on March 23, 2017, Silver Run II issued a Prospectus, and Defendant refers to the Prospectus for its complete description of the terms of its formation. Defendant denies any allegations in Paragraph 6 that are inconsistent with the Prospectus. Defendant denies the remaining allegations in Paragraph 6.

7. Defendant denies the allegations in Paragraph 7.

8. Defendant refers to the Prospectus for its complete description of its business and strategy. Defendant denies any allegations in Paragraph 8 that are inconsistent with the Prospectus. Defendant denies the remaining allegations in Paragraph 8.

9. Defendant refers to the Prospectus for its complete description of the terms of formation. Defendant denies any allegations in Paragraph 9 that are inconsistent with the Prospectus.

10. Defendant admits and avers that on August 16, 2017, Silver Run II issued a press release, and Defendant refers to the press release for its complete description of the Business Combination. Defendant denies any allegations in Paragraph 10 that are inconsistent with the press release. Defendant denies the remaining allegations in Paragraph 10.

11. Defendant refers to the Prospectus for its complete description of its business. Defendant denies any allegations in Paragraph 11 that are inconsistent with the Prospectus. Defendant denies the remaining allegations in Paragraph 11.

12. Defendant denies the allegations in Paragraph 12.

13. Defendant denies the allegations in Paragraph 13.

14. Defendant denies the allegations in Paragraph 14.

15. Defendant denies the allegations in Paragraph 15.

16. Defendant admits and avers that on March 29, 2018, Defendant issued a press release and convened an earnings call, and Defendant refers to the press release and earnings call for their complete contents. Defendant denies any allegations in Paragraph 16 that are inconsistent with the press release and earnings call. Defendant denies the remaining allegations in Paragraph 16.

17. Defendant admits and avers that on August 14, 2018, Defendant convened an earnings call, and Defendant refers to the earnings call for its complete description of Defendant's financial results. Defendant denies any allegations in Paragraph 17 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 17.

18. Defendant denies the allegations in Paragraph 18.

19. Defendant denies the allegations in Paragraph 19.

20. Defendant admits and avers that on November 13, 2018, Defendant issued a press release, and Defendant refers to the press release for its complete description of Defendant's financial results. Defendant denies any allegations in Paragraph 20 that are inconsistent with the financial results. Defendant denies the remaining allegations in Paragraph 20.

21. Defendant admits and avers that on November 13 and December 20, 2018, Defendant issued press releases. Defendant refers to the press releases for a complete description of the executive departures. Defendant denies any allegations in Paragraph 21 that are inconsistent with the press releases.

22. Defendant denies the allegations in Paragraph 22.

23. Defendant admits and avers that on September 11, 2019, Defendant filed a voluntary petition for reorganization under Chapter 11 of the United States Bankruptcy Code, and Defendant refers to the Chapter 11 petition for its complete contents. Defendant denies any allegations in Paragraph 23 that are inconsistent with the Chapter 11 petition. Defendant denies the remaining allegations in Paragraph 23.

24. Defendant admits and avers that Paragraph 24 purports to reference the price per share of Defendant's common stock, and refers to the publicly reported prices of Defendant's common stock. Defendant denies the remaining allegations in Paragraph 24.

25. Defendant denies the allegations in Paragraph 25.

26. Defendant lacks information to admits or denies the allegations in Paragraph 26 and on that basis denies the allegations.

27. Defendant admits the allegations in Paragraph 27.

28. Defendant admits the allegations in Paragraph 28.

29. Defendant denies the allegations in Paragraph 29.

30. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 30 and on that basis denies the allegations.

31. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 31 and on that basis denies the allegations.

32. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 32 and on that basis denies the allegations.

33. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 33 and on that basis denies the allegations.

34. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 34 and on that basis denies the allegations.

35. Defendant refers to the Definitive Merger Proxy Statement (the “Proxy”) issued on January 19, 2018 for its complete description of Defendant. Defendant denies any allegations in Paragraph 35 that are inconsistent with the Proxy.

36. Defendant refers to the Proxy for its complete description of the terms of Silver Run II’s formation. Defendant denies any allegations in Paragraph 36 that are inconsistent with the Proxy.

37. Defendant refers to the Proxy for its complete description of the Defendant. Defendant denies any allegations in Paragraph 37 that are inconsistent with the Proxy.

38. Defendant admits and avers that on August 16, 2017, Silver Run II issued a press release, and Defendant refers to the press release for its complete contents. Defendant further admits and avers that Silver Run II issued the Proxy, and that Defendant filed a Form 10-K on March 29, 2018, filed a Form 10-Q on May 21, 2018, filed a Form 10-Q on August 15, 2018, and filed a Form 10-Q on November 14, 2018, as well as that Defendant issued certain earnings releases, press releases, and investor presentations. Defendant denies any allegations in Paragraph 38 that are inconsistent with those documents. Paragraph 38 contains non-factual statements or legal arguments that do not require a response. To the extent that the non-factual statements or

legal arguments in Paragraph 38 require a response, Defendant denies the allegations. Defendant denies the remaining allegations in Paragraph 38.

39. Defendant admits and avers that on September 11, 2019, Defendant and other entities filed a voluntary petition for reorganization under Chapter 11 of the United States Bankruptcy Code and Defendant refers to the bankruptcy petition for its complete contents. Defendant admits and avers that on May 27, 2020, Judge Marvin Isgur issued an order (the “Confirmation Order”) confirming the *First Amended Joint Plan of Liquidation of Alta Mesa Resources, Inc. and Its AMH and SRII Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (the “AMR/AMH Chapter 11 Plan”). Defendant refers to the bankruptcy petition and Confirmation Order for their complete contents. Defendant denies any allegations in Paragraph 39 that are inconsistent with the bankruptcy petition or Confirmation Order. Defendant denies the remaining allegations in Paragraph 39.

40. Defendant refers to the AMR/AMH Chapter 11 Plan for its complete description of releases and injunction provisions, and Defendant refers to the Confirmation Order for its complete description of this action. Defendant denies any allegations in Paragraph 40 that are inconsistent with the AMR/AMH Chapter 11 Plan and Confirmation Order. Paragraph 40 contains non-factual statements or legal arguments that do not require a response. To the extent that the non-factual statements or legal arguments in Paragraph 40 require a response, Defendant denies the allegations. Defendant denies the remaining allegations in Paragraph 40.

41. Defendant refers to the Confirmation Order for its complete description of this action. Defendant denies any allegations in Paragraph 41 that are inconsistent with the Confirmation Order. Defendant denies the remaining allegations in Paragraph 41.

42. Defendant refers to the AMR/AMH Chapter 11 Plan for its complete contents, including Article X.F. Defendant denies any allegations in Paragraph 42 that are inconsistent with the AMR/AMH Chapter 11 Plan. Defendant admits that on August 24, 2021, Judge Isgur issued an order titled *Order Authorizing Securities Lead Plaintiffs to Name Debtor Alta Mesa Resources, Inc. as a Defendant in the Securities Class Action* (the “August 24 Order”). Defendant denies any allegations in Paragraph 42 that are inconsistent with the August 24 Order. Defendant further admits that on December 3, 2021, the Court in this action entered a stipulation. Defendant refers to the stipulation for its complete content including its description of the TAC. Defendant denies any allegations in Paragraph 42 that are inconsistent with the stipulation. Defendant denies the remaining allegations in Paragraph 42.

43. Defendant admits and avers that on January 19, 2018, Silver Run II issued the Proxy, and that on March 29, 2018, Defendant filed a Form 10-K, and that Defendant convened earnings calls. Defendant refers to the Proxy, Form 10-K, and earnings calls for their complete contents. Defendant denies any allegations in Paragraph 43 that are inconsistent with the Proxy, Form 10-K, or earnings calls. Defendant admits the remaining allegations in Paragraph 43.

44. Defendant refers to the Prospectus for its complete description of Mr. Walker, and to the Proxy for its complete description of the Business Combination. Defendant further admits and avers that on August 16, 2017, Silver Run II filed a Form 8-K, and Defendant refers to the Form 8-K for its complete contents. Defendant denies any allegations in Paragraph 44 that are inconsistent with the Prospectus, Proxy, or Form 8-K. Defendant denies the remaining allegations in Paragraph 44.

45. Defendant admits and avers that on March 29, 2018, Defendant filed a Form 10-K, and Defendant refers to the Form 10-K for its complete contents. Defendant denies any allegations

in Paragraph 45 that are inconsistent with the Form 10-K. Defendant denies the remaining allegations in Paragraph 45.

46. Defendant admits and avers that on March 29, 2018, Defendant filed a Form 10-K, and Defendant refers to the Form 10-K for its complete contents. Defendant denies any allegations in Paragraph 46 that are inconsistent with the Form 10-K. Defendant denies the remaining allegations in Paragraph 46.

47. Defendant admits and avers that on March 29, 2018, Defendant filed a Form 10-K, and Defendant refers to the Form 10-K for its complete contents. Defendant denies any allegations in Paragraph 47 that are inconsistent with the Form 10-K. Defendant denies the remaining allegations in Paragraph 47.

48. Defendant refers to the Prospectus and Proxy for their complete description of Mr. Coats. Defendant denies any allegations in Paragraph 48 that are inconsistent with the Prospectus and Proxy. Defendant denies the remaining allegations in Paragraph 48.

49. Defendant refers to the Proxy for its complete contents. Defendant denies any allegations in Paragraph 49 that are inconsistent with the Proxy. Paragraph 41 also contains non-factual statements or legal arguments that do not require a response. To the extent that the non-factual statements or legal arguments in Paragraph 49 require a response, Defendant denies the allegations.

50. Defendant admits and avers that Defendant filed a Form 10-K on March 29, 2018, filed a Form 10-Q on May 21, 2018, filed a Form 10-Q on August 15, 2018, and filed a Form 10-Q on November 14, 2018, as well as that Defendant convened earnings calls. Defendant refers to the Form 10-K, Forms 10-Q, and earnings calls for their complete contents, and denies any

allegations in Paragraph 50 that are inconsistent with the Form 10-K, Forms 10-Q, and earnings calls. Defendant denies the remaining allegations in Paragraph 50.

51. Defendant admits and avers that on March 29, 2018, Defendant filed a Form 10-K and on December 20, 2018 issued a press release, and Defendant refers to the Form 10-K and press release for their complete contents. Defendant denies any allegations in Paragraph 51 that are inconsistent with the Form 10-K and press release. Defendant denies the remaining allegations in Paragraph 51.

52. Defendant admits and avers that on March 29, 2018, Defendant filed a Form 10-K and on July 8, 2019 filed a Form 8-K, and Defendant refers to the Form 10-K and Form 8-K for their complete contents. Defendant denies any allegations in Paragraph 52 that are inconsistent with the Form 10-K and Form 8-K. Defendant denies the remaining allegations in Paragraph 52.

53. Paragraph 53 contains non-factual statements or legal arguments that do not require a response. To the extent that Paragraph 53 requires a response, Defendant denies the allegations.

54. Defendant refers to the Proxy for its complete contents. Defendant denies any allegations in Paragraph 54 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 54.

55. Defendant refers to the Proxy for its complete contents. Defendant denies any allegations in Paragraph 55 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 55.

56. Defendant refers to the Proxy for its complete contents. Defendant denies any allegations in Paragraph 56 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 56.

57. Defendant refers to the Proxy for its complete contents. Defendant denies any allegations in Paragraph 57 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 57.

58. Defendant refers to the Form 10-K for its complete contents. Defendant denies any allegations in Paragraph 58 that are inconsistent with the Form 10-K. Defendant denies the remaining allegations in Paragraph 58.

59. Paragraph 59 contains non-factual statements or legal arguments that do not require a response. To the extent that Paragraph 59 requires a response, Defendant denies the allegations.

60. Defendant refers to the Prospectus and Proxy for their description of Defendant Riverstone. Defendant denies any allegations in Paragraph 60 that are inconsistent with the Prospectus and Proxy. Defendant denies the remaining allegations in Paragraph 60.

61. Defendant refers to the Proxy for its description of the joint development agreement and Bayou City. Defendant denies any allegations in Paragraph 61 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 61.

62. Defendant refers to the Proxy for its description of the Defendant HPS. Defendant denies any allegations in Paragraph 62 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 62.

63. Defendant refers to the Proxy for its complete contents. Defendant denies any allegations in Paragraph 63 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 63.

64. Paragraph 64 contains non-factual statements or legal arguments that do not require a response. To the extent that Paragraph 64 requires a response, Defendant denies the allegations.

65. Defendant admits and avers that on January 24, 2020, High Mesa Holdings GP, LLC filed a Chapter 7 bankruptcy petition. Defendant refers to the Proxy for its complete description of High Mesa Holdings GP, LLC, and High Mesa Holdings, LP, and to the Chapter 7 bankruptcy petition for its complete contents. Defendant denies any allegations in Paragraph 65 that are inconsistent with the Proxy or Chapter 7 bankruptcy petition. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 65, and on that basis denies the allegations.

66. Defendant denies that the generalized and oversimplified allegations in Paragraph 66 present a fair and accurate characterization of the structures and processes of “blank check” companies. Defendant refers to the Prospectus and Proxy for a description of a “blank check” company and for the specific structures and processes used for Silver Run II. Defendant denies any allegations in Paragraph 66 that are inconsistent with the Prospectus or Proxy.

67. Defendant denies that the generalized and oversimplified allegations in Paragraph 67 present a fair and accurate characterization of the structures and processes of “blank check” companies or special purpose acquisition companies. Defendant refers to the Prospectus and Proxy for a description of a “blank check” company and for the specific structures and processes used for Silver Run II. Defendant denies any allegations in Paragraph 67 that are inconsistent with the Prospectus and Proxy. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 67, and on that basis denies the allegations.

68. Defendant denies that the generalized and oversimplified allegations in Paragraph 68 present a fair and accurate characterization of the structures of special purpose acquisition companies. Defendant refers to the Prospectus and Proxy for a description of a special purpose acquisition companies and for the specific structures and processes used for Silver Run II.

Defendant denies any allegations in Paragraph 68 that are inconsistent with the Prospectus and Proxy. Defendant denies the remaining allegations in Paragraph 68.

69. Defendant denies that the generalized and oversimplified allegations in Paragraph 69 present a fair and accurate characterization of the structures of special purpose acquisition companies. Defendant refers to the Prospectus and Proxy for a description of a special purpose acquisition companies and for the specific structures and processes used for Silver Run II. Defendant denies any allegations in Paragraph 69 that are inconsistent with the Prospectus and Proxy. Defendant denies the remaining allegations in Paragraph 69.

70. Defendant denies that the generalized and oversimplified allegations in Paragraph 70 present a fair and accurate characterization of the structures of special purpose acquisition companies. Defendant refers to the Prospectus and Proxy for a description of a special purpose acquisition companies and for the specific structures and processes used for Silver Run II. Defendant denies any allegations in Paragraph 70 that are inconsistent with the Prospectus and Proxy. Defendant denies the remaining allegations in Paragraph 70.

71. Defendant denies that the generalized and oversimplified allegations in Paragraph 71 present a fair and accurate characterization of the structures of special purpose acquisition companies. Defendant refers to the Prospectus and Proxy for a description of a special purpose acquisition companies and for the specific structures and processes used for Silver Run II. Defendant denies any allegations in Paragraph 71 that are inconsistent with the Prospectus and Proxy. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 71 about statements by Ben Dell, and on that basis denies the allegations. Defendant denies the remaining allegations in Paragraph 71.

72. Defendant denies the allegations in Paragraph 72.

73. Defendant refers to the Prospectus for its complete description of the terms of Silver Run II's formation. Defendant denies any allegations in Paragraph 73 that are inconsistent with the Prospectus. Defendant denies the remaining allegations in Paragraph 73.

74. Defendant denies the allegations in Paragraph 74.

75. Defendant refers to the Prospectus for its complete description of the ownership. Defendant denies any allegations in Paragraph 75 that are inconsistent with the Prospectus. Defendant denies the remaining allegations in Paragraph 75.

76. Defendant refers to the Prospectus for its complete description of the letter agreement. Defendant denies any allegations in Paragraph 76 that are inconsistent with the Prospectus. Defendant denies the remaining allegations in Paragraph 76.

77. Defendant refers to the Prospectus for its complete description of the agreement. Defendant denies any allegations in Paragraph 77 that are inconsistent with the Prospectus. Defendant denies the remaining allegations in Paragraph 77.

78. Defendant denies the allegations to the extent they refer to Riverstone. Defendant admits and avers that on March 24, 2017, Silver Run II completed its IPO, and Defendant refers to the Prospectus for its complete description of the IPO's terms. Defendant denies any allegations in Paragraph 78 that are inconsistent with the Prospectus. Defendant denies the remaining allegations in Paragraph 78.

79. Defendant refers to the Prospectus for its complete description of the agreement with Underwriters. Defendant denies any allegations in Paragraph 79 that are inconsistent with the Prospectus. Defendant denies the remaining allegations in Paragraph 79.

80. Defendant refers to the Prospectus for its complete description of individuals' affiliations. Defendant denies any allegations in Paragraph 80 that are inconsistent with the Prospectus. Defendant denies the remaining allegations in Paragraph 80.

81. Defendant refers to the Prospectus for its complete contents. Defendant denies any allegations in Paragraph 81 that are inconsistent with the Prospectus. Defendant denies the remaining allegations in Paragraph 81.

82. Defendant refers to the Prospectus for its complete contents. Defendant denies any allegations in Paragraph 82 that are inconsistent with the Prospectus. Defendant denies the remaining allegations in Paragraph 82.

83. Defendant refers to the Prospectus for its complete contents. Defendant denies any allegations in Paragraph 83 that are inconsistent with the Prospectus. Defendant denies the remaining allegations in Paragraph 83.

84. Defendant denies the allegations in Paragraph 84.

85. Defendant refers to the Prospectus for its complete contents. Defendant denies any allegations in Paragraph 85 that are inconsistent with the Prospectus. Defendant denies the remaining allegations in Paragraph 85.

86. Defendant refers to the Proxy for its complete description of the negotiations. Defendant denies any allegations in Paragraph 86 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 86.

87. Defendant refers to the Proxy for its complete description of the STACK. Defendant denies any allegations in Paragraph 87 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 87.

88. Defendant refers to the Proxy for a description of the relationship between AMH and High Mesa. Defendant denies any allegations in Paragraph 88 that are inconsistent with the Proxy. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 88, and on that basis denies the allegations.

89. Defendant refers to the Proxy for its complete description of the development agreement. Defendant denies any allegations in Paragraph 89 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 89.

90. Defendant refers to the Proxy for its complete description of the development agreement. Defendant denies any allegations in Paragraph 90 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 90.

91. Defendant admits and avers that on September 12, 2016, Bayou City filed a press release, and Defendant refers to the press release for its complete contents. Defendant denies any allegations in Paragraph 91 that are inconsistent with the press release. Defendant also refers to the Proxy for its complete description of High Mesa's contribution. Defendant denies any allegations in Paragraph 91 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 91.

92. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 92, and on that basis denies the allegations.

93. Defendant refers to the Proxy for its complete description of the agreement. Defendant denies any allegations in Paragraph 93 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 93.

94. Defendant refers to the Proxy for its complete description of the ownership of AMH and Kingfisher and Kingfisher revenues. Defendant denies any allegations in Paragraph 94 that

are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 94. Defendant denies the remaining allegations in Paragraph 94.

95. Defendant refers to the Proxy for its complete description of the ownership of AMH and Kingfisher. Defendant denies any allegations in Paragraph 95 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 95.

96. Defendant admits and avers that on August 16, 2017, Silver Run II issued a press release, and Defendant refers to the press release for its complete contents. Defendant denies any allegations in Paragraph 96 that are inconsistent with the press release. Defendant denies the remaining allegations in Paragraph 96.

97. Defendant refers to the Proxy for its complete contents. Defendant denies any allegations in Paragraph 97 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 97.

98. Defendant admits and avers that on August 17, 2017, Silver Run II made a presentation, and Defendant refers to the Presentation for their complete contents. Defendant denies any allegations in Paragraph 98 that are inconsistent with the presentation. Defendant also refers to the Proxy for its complete contents. Defendant denies any allegations in Paragraph 98 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 98.

99. Defendant refers to the Proxy for its complete description of Kingfisher's interests in the Business Combination. Defendant denies any allegations in Paragraph 99 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 99.

100. Defendant refers to the Proxy for its complete description of the Business Combination negotiations. Defendant denies any allegations in Paragraph 100 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 100.

101. Defendant admits and avers that on August 17, 2017, Silver Run II made a presentation, and on August 16, 2017, Silver Run II issued a press release, and Defendant refers to the presentation and press release for their complete contents. Defendant denies any allegations in Paragraph 101 that are inconsistent with the presentation or press release. Defendant denies the remaining allegations in Paragraph 101.

102. Defendant admits and avers that AMH convened an earnings call on November 14, 2017, and Defendant refers to the earnings call for its complete contents. Defendant denies any allegations in Paragraph 102 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 102.

103. Defendant refers to the Proxy for its complete contents. Defendant denies any allegations in Paragraph 103 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 103.

104. Defendant refers to the Proxy for its complete description of the acquisition criteria. Defendant denies any allegations in Paragraph 104 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 104.

105. Defendant refers to the Proxy for its complete description of the acquisition criteria. Defendant denies any allegations in Paragraph 105 that are inconsistent with the Proxy.

106. Defendant refers to the Proxy for its complete description of potential Kingfisher developments. Defendant denies any allegations in Paragraph 106 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 106.

107. Defendant refers to the Proxy for its complete contents. Defendant denies any allegations in Paragraph 107 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 107.

108. Defendant refers to the Proxy for its complete contents. Defendant denies any allegations in Paragraph 108 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 108.

109. Defendant refers to the Proxy for its complete description of its projections. Defendant admits and avers that on August 17, 2017, Silver Run II issued an investor presentation, and Defendant refers to the presentation for its complete contents. Defendant denies any allegations in Paragraph 109 that are inconsistent with the Proxy and the presentation. Defendant denies the remaining allegations in Paragraph 109.

110. Defendant refers to the Proxy for its complete description of its projections. Defendant denies any allegations in Paragraph 110 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 110.

111. Defendant refers to the Proxy for its complete description of its internal controls. Defendant denies any allegations in Paragraph 110 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 110.

112. Defendant refers to the Proxy for its complete contents. Defendant denies any allegations in Paragraph 112 that are inconsistent with the Proxy. Defendant denies the allegations in Paragraph 112.

113. Defendant denies the allegations in Paragraph 113.

114. Defendant denies the allegations in Paragraph 114.

115. Defendant denies the allegations in Paragraph 115.

116. The allegations in Paragraph 116 are based on an unidentified confidential witness without presenting any foundation or basis to substantiate the purported witness's knowledge or context, and are denied.

117. The allegations in Paragraph 117 are based on an unidentified confidential witness without presenting any foundation or basis to substantiate the purported witness's knowledge or context, and are denied.

118. The allegations in Paragraph 118 are based on an unidentified confidential witness without presenting any foundation or basis to substantiate the purported witness's knowledge or context, and are denied.

119. Defendant denies the allegations in Paragraph 119.

120. Defendant admits and avers that on August 16, 2017, Silver Run II issued a press release, and Defendant refers to the press release for its complete content. Defendant denies any allegations in Paragraph 120 that are inconsistent with the press release. The remaining allegations in Paragraph 120 are based on an unidentified confidential witness without presenting any foundation or basis to substantiate the purported witness's knowledge or context, and are denied.

121. The allegations in Paragraph 121 are based on an unidentified confidential witness without presenting any foundation or basis to substantiate the purported witness's knowledge or context, and are denied.

122. Defendant denies the allegations in Paragraph 122.

123. Defendant admits that Paragraph 123 refers a November 29, 2017 email from Tim Turner to, among others, Mr. Chappelle, and to an August 2018 email from Michael McCabe to Mr. Chappelle, and Defendant refers to the emails for their complete contents. Defendant denies any allegations in Paragraph 123 that are inconsistent with the emails. Defendant denies the remaining allegations in Paragraph 123.

124. Defendant denies the allegations in Paragraph 124.

125. Defendant denies the allegations in Paragraph 125.

126. Defendant admits and avers that on February 9, 2018, Defendant issued a press release, and Defendant refers to the press release for its complete contents. Defendant denies any allegations in Paragraph 126 that are inconsistent with the press release. Defendant denies the remaining allegations in Paragraph 126.

127. Defendant refers to the Proxy for its complete description of the terms of the Business Combination. Defendant denies any allegations in Paragraph 127 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 127.

128. Defendant refers to the Proxy for its complete description of the Forward Purchase Agreement. Defendant denies any allegations in Paragraph 128 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 128.

129. Defendant refers to the Proxy for its complete description of the terms of the Business Combination. Defendant denies any allegations in Paragraph 129 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 129.

130. Defendant refers to the Proxy for its complete description of the terms of the Business Combination. Defendant denies any allegations in Paragraph 130 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 130.

131. Defendant refers to the Proxy for its complete description of the earn-out payments. Defendant denies any allegations in Paragraph 131 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 131.

132. Defendant refers to the Proxy for the terms of the Business Combination. Defendant denies any allegations in Paragraph 132 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 132.

133. Defendant refers to the Proxy for the terms of the Business Combination. Defendant denies any allegations in Paragraph 133 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 133.

134. Defendant refers to the Proxy for its complete description of the terms of the Business Combination. Defendant denies any allegations in Paragraph 134 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 134.

135. Defendant admits and avers that Defendant had an interest in succeeding and prospering. Defendant refers to the Proxy for its complete contents. Defendant denies any allegations in Paragraph 135 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 135.

136. Defendant refers to the Proxy for its complete description of the Board and management details. Defendant denies any allegations in Paragraph 136 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 136.

137. Defendant refers to the Proxy for its complete description of the Board and voting details. Defendant denies any allegations in Paragraph 137 that are inconsistent with the Proxy.

138. Defendant admits and avers that on March 29, 2018, Defendant filed a Form 10-K, and Defendant refers to the Form 10-K for its complete description of the ownership structure following the Business Combination. Defendant denies any allegations in Paragraph 138 that are inconsistent with the Form 10-K. Defendant denies the remaining allegations in Paragraph 138.

139. Defendant admits and avers that on March 29, 2018, it convened an earnings call and issued a press release, and Defendant refers to the earnings call and press release for their complete contents. Defendant denies any allegations in Paragraph 139 that are inconsistent with the earnings call and press release. Defendant denies the remaining allegations in Paragraph 139.

140. Defendant admits and avers that on March 29, 2018, it convened an earnings call, and Defendant refers to the earnings call for its complete contents. Defendant denies any allegations in Paragraph 140 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 140.

141. Defendant admits and avers that Paragraph 141 purports to reference certain per share closing prices of Defendant's common stock, and refers to the publicly reported closing prices of Defendant's common stock. Defendant denies the remaining allegations in Paragraph 141.

142. Defendant admits and avers that on March 29, 2018, it convened an earnings call, and Defendant refers to the earnings call for its complete contents. Defendant denies any allegations in Paragraph 142 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 142.

143. The allegations in Paragraph 143 are based on an unidentified confidential witness without presenting any foundation or basis to substantiate the purported witness's knowledge or context, and are denied.

144. Defendant admits and avers that on March 29, 2018, it convened an earnings call, and Defendant refers to the earnings call for its complete contents. Defendant denies any allegations in Paragraph 144 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 144.

145. Defendant admits and avers that on March 29, 2018, it convened an earnings call, and Defendant refers to the earnings call for its complete contents. Defendant denies any allegations in Paragraph 145 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 145.

146. Defendant admits and avers that on May 14, 2018, it convened an earnings call, and Defendant refers to the earnings call for its complete contents. Defendant denies any allegations in Paragraph 146 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 146.

147. Defendant denies the allegations in Paragraph 147.

148. Defendant admits and avers that on August 14, 2018, it issued a press release, and Defendant refers to the press release for its complete description of AMH's performance. Defendant denies any allegations in Paragraph 148 that are inconsistent with the press release.

149. Defendant denies the allegations in Paragraph 149.

150. Defendant admits and avers that on August 14, 2018, it issued a press release, and Defendant refers to the press release for its complete description of Kingfisher's performance. Defendant denies any allegations in Paragraph 150 that are inconsistent with the press release. Defendant denies the remaining allegations in Paragraph 150.

151. Defendant admits and avers that Paragraph 151 purports to reference certain per share closing prices of Defendant's common stock, and refers to the publicly reported closing prices of Defendant's common stock. Defendant denies the remaining allegations in Paragraph 151.

152. Defendant admits and avers that on August 14, 2018, it made a presentation and convened an earnings call, and Defendant refers to the presentation and earnings call for their complete contents. Defendant denies any allegations in Paragraph 152 that are inconsistent with the presentation and earnings call. Defendant denies the remaining allegations in Paragraph 152.

153. Defendant admits and avers that on August 14, 2018, it convened an earnings call, and Defendant refers to the earnings call for its complete contents. Defendant denies any

allegations in Paragraph 153 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 153.

154. Defendant admits and avers that on August 14, 2018, it convened an earnings call, and Defendant refers to the earnings call for its complete contents. Defendant denies any allegations in Paragraph 154 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 154.

155. Defendant admits and avers that on November 13, 2018, Defendant issued a press release, and Defendant refers to the press release for its complete description of financial performance. Defendant denies any allegations in Paragraph 155 that are inconsistent with the press release. Defendant denies the remaining allegations in Paragraph 155.

156. Defendant admits and avers that on November 13, 2018, Defendant convened an earnings call, and Defendant refers to the earnings call for its complete contents. Defendant denies any allegations in Paragraph 156 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 156.

157. Defendant denies the allegations in Paragraph 157.

158. Defendant admits and avers that on November 14, 2018, it filed a Form 10-Q, and Defendant refers to the Form 10-Q for its complete description of Mr. McCabe. Defendant denies any allegations in Paragraph 158 that are inconsistent with the Form 10-Q. Defendant denies the remaining allegations in Paragraph 158.

159. Defendant admits and avers that Paragraph 159 purports to reference certain per share closing prices of Defendant's common stock, and refers to the publicly reported closing prices of Defendant's common stock. Defendant denies the remaining allegations in Paragraph 159.

160. Defendant admits and avers that on December 20, 2018, it issued a press release, and Defendant refers to the press release for its complete description of Mr. Chappelle and Mr. Ellis. Defendant denies any allegations in Paragraph 160 that are inconsistent with the press release. Defendant denies the remaining allegations in Paragraph 160.

161. Defendant admits and avers that on February 25, 2019, it issued a press release, and Defendant refers to the press release for its complete description of financial performance. Defendant denies any allegations in Paragraph 161 that are inconsistent with the press release. Defendant denies the remaining allegations in Paragraph 161.

162. Defendant admits and avers that on February 25, 2019, it issued a press release, and Defendant refers to the press release for its complete description of rigs and oil wells. Defendant denies any allegations in Paragraph 162 that are inconsistent with the press release. Defendant denies the remaining allegations in Paragraph 162.

163. Defendant admits and avers that on February 25, 2019, it issued a press release, and Defendant refers to the press release for its complete description of Kingfisher. Defendant denies any allegations in Paragraph 163 that are inconsistent with the press release. Defendant denies the remaining allegations in Paragraph 163.

164. Defendant denies the allegations in Paragraph 164.

165. Defendant admits and avers that Paragraph 165 purports to reference certain per share closing prices of Defendant's common stock, and refers to the publicly reported closing prices of Defendant's common stock. Defendant denies the remaining allegations in Paragraph 165.

166. Defendant admits and avers that on March 2, 2019, Defendant filed a Form NT 10-K, and Defendant refers to the Form NT 10-K for its complete description of internal controls and

financial performance. Defendant denies any allegations in Paragraph 166 that are inconsistent with the Form NT 10-K. Defendant denies the remaining allegations in Paragraph 166.

167. Defendant admits and avers that on March 28, 2019, it filed a Form 8-K, and Defendant refers to the Form 8-K for its complete description of Mr. Collins. Defendant denies any allegations in Paragraph 167 that are inconsistent with the Form 8-K. Defendant denies the remaining allegations in Paragraph 167.

168. Defendant admits and avers that on April 9, 2019, it filed a Form 8-K, and Defendant refers to the Form 8-K for its complete description of correspondence from NASDAQ. Defendant denies any allegations in Paragraph 168 that are inconsistent with the Form 8-K. Defendant denies the remaining allegations in Paragraph 168.

169. Defendant admits and avers that on May 13, 2019, Defendant filed a Form NT 10-Q, and on May 17, 2019, Defendant filed a press release, and Defendant refers to the Form NT 10-Q for its complete description of Defendant's financial statements, and to the press release for its complete description of correspondence from NASDAQ. Defendant denies any allegations in Paragraph 169 that are inconsistent with the Form NT 10-Q or press release. Defendant denies the remaining allegations in Paragraph 169.

170. Defendant admits and avers that on May 17, 2019, Alta Mesa Holdings, LP filed a Form 10-K, and Defendant refers to the Form 10-K for its complete description regarding the SEC. Defendant denies any allegations in Paragraph 170 that are inconsistent with the Form 10-K. Defendant denies the remaining allegations in Paragraph 170.

171. Defendant admits and avers that on May 17, 2019, Defendant issued a press release, and Defendant refers to the press release for its complete description of Defendant's financial

statements. Defendant denies any allegations in Paragraph 171 that are inconsistent with the press release. Defendant denies the remaining allegations in Paragraph 171.

172. Defendant admits and avers that on May 17, 2019, Defendant issued a press release, and Defendant refers to the press release for its complete description of its financial performance. Defendant denies any allegations in Paragraph 172 that are inconsistent with the press release. Defendant denies the remaining allegations in Paragraph 172.

173. Defendant admits and avers that on May 17, 2019, Alta Mesa Holdings, LP filed a Form 10-K, and Defendant refers to the Form 10-K for its complete description regarding reorganization. Defendant denies any allegations in Paragraph 173 that are inconsistent with the Form 10-K. Defendant denies the remaining allegations in Paragraph 173.

174. Defendant admits and avers that Paragraph 174 purports to reference certain per share closing prices of Defendant's common stock, and refers to the publicly reported closing prices of Defendant's common stock. Defendant denies the remaining allegations in Paragraph 174.

175. Defendant admits and avers that Paragraph 175 purports to reference the per share price of Defendant's common stock, and refers to the publicly reported prices of Defendant's common stock. Defendant denies the remaining allegations in Paragraph 175.

176. Defendant denies the allegations in Paragraph 176.

177. Defendant admits and avers that on July 8, 2019, it filed a Form 8-K, and Defendant refers to the Form 8-K for its complete description of Mr. Smith. Defendant denies any allegations in Paragraph 177 that are inconsistent with the Form 8-K. Defendant denies the remaining allegations in Paragraph 177.

178. Defendant admits and avers that on August 12, 2019, Defendant filed a Form NT 10-Q, and Defendant refers to the Form NT 10-Q for its complete description of financial reporting. Defendant denies any allegations in Paragraph 178 that are inconsistent with the Form NT 10-Q. Defendant denies the remaining allegations in Paragraph 178.

179. Defendant admits and avers that on September 11, 2019, Defendant and other entities filed a voluntary petition for reorganization under Chapter 11 of the United States Bankruptcy Code, and on September 12, 2019, Defendant filed a Form 8-K, and Defendant refers to the bankruptcy petition for its complete contents and to the Form 8-K for its complete description of Mr. Hackett. Defendant denies any allegations in Paragraph 179 that are inconsistent with the bankruptcy petition or Form 8-K. Defendant denies the remaining allegations in Paragraph 179.

180. Defendant admits and avers that on October 1, 2019, Defendant filed a Form 10-Q, and Defendant refers to the Form 10-Q for its complete description of Defendant's stock. Defendant denies any allegations in Paragraph 180 that are inconsistent with the Form 10-Q. Defendant denies the remaining allegations in Paragraph 180.

181. Defendant admits and avers that in January 2020, subsidiaries of Defendant filed voluntary petitions for bankruptcy, and Defendant refers to their voluntary petitions for bankruptcy for their complete contents. Defendant denies any allegations in Paragraph 181 that are inconsistent with the voluntary petitions. Defendant denies the remaining allegations in Paragraph 181.

182. Defendant admits that BCE-Mach III LLC purchased substantially all of Defendant's upstream and midstream assets. Defendant admits that on January 28, 2020, Bayou City Energy issued a press release, and Defendant refers to the press release for its complete

contents. Defendant denies any allegations in Paragraph 182 that are inconsistent with the press release. Defendant denies the remaining allegations in Paragraph 182.

183. Defendant denies the allegations in Paragraph 183.

184. Defendant denies the allegations in Paragraph 184.

185. Defendant denies the allegations in Paragraph 185.

186. Defendant denies the allegations in Paragraph 186.

187. Defendant admits and avers that, following the Business Combination, the members of the Defendant's Board of Directors performed their oversight responsibilities as to the business and operations of Defendant, including the company's evolving drilling program and business strategies throughout 2018, in good faith and with due care, relying upon management and industry experts whom the Board believed to have professional competence as to such matters. Defendant refers to the Sales Hearing transcript referenced in Paragraph 187 for its complete description of the proceeding. Defendant denies any allegations in Paragraph 187 that are inconsistent with the Sales Hearing transcript. Defendant denies the remaining allegations in Paragraph 187.

188. Defendant admits and avers that Defendant filed a Form 10-K on March 29, 2018, and Defendant refers to the Form 10-K for its complete description of Defendant's Board. Defendant denies any allegations in Paragraph 188 that are inconsistent with the Form 10-K. Defendant denies the remaining allegations in Paragraph 188.

189. Defendant admits and avers that on September 3, 2019, the Kingfisher Board of Directors convened a meeting, and Defendant refers to the minutes to such meeting for its complete description of attendance at the meeting. Defendant denies any allegations in Paragraph 189 that are inconsistent with the minutes. Defendant denies the remaining allegations in Paragraph 189.

190. Defendant admits and avers that on August 16, 2017, Silver Run II issued a press release, and Defendant refers to the press release for its complete contents. Defendant denies any allegations in Paragraph 190 that are inconsistent with the press release. Defendant denies the remaining allegations in Paragraph 190.

191. Defendant denies the allegations in Paragraph 191.

192. Defendant admits and avers that on August 17, 2017, Silver Run II convened a conference call and made a presentation, and Defendant refers to the conference call and presentation for their complete contents. Defendant denies any allegations in Paragraph 192 that are inconsistent with the conference call or presentation. Defendant denies the remaining allegations in Paragraph 192.

193. Defendant denies the allegations in Paragraph 193.

194. Defendant admits and avers that on August 17, 2017, Silver Run II convened a conference call, and Defendant refers to conference call for its complete contents. Defendant denies any allegations in Paragraph 194 that are inconsistent with the conference call. Defendant denies the remaining allegations in Paragraph 194.

195. Defendant denies the allegations in Paragraph 195.

196. Defendant admits and avers that on August 17, 2017, Silver Run II made a presentation, and Defendant refers to presentation for its complete contents. Defendant denies any allegations in Paragraph 196 that are inconsistent with the presentation. Defendant denies the remaining allegations in Paragraph 196.

197. Defendant denies the allegations in Paragraph 197.

198. Defendant refers to the Proxy for its complete contents. Defendant denies any allegations in Paragraph 198 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 198.

199. Defendant refers to the Proxy for its complete contents. Defendant denies any allegations in Paragraph 199 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 199.

200. Defendant denies the allegations in Paragraph 200.

201. Defendant refers to the Proxy for its complete content. Defendant denies any allegations in Paragraph 201 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 201.

202. Defendant denies the allegations in Paragraph 202.

203. Defendant denies the allegations in Paragraph 203.

204. Defendant admits and avers that on August 17, 2017, Silver Run II made a presentation, and Defendant refers to its presentation for its complete description of Kingfisher. Defendant denies any allegations in Paragraph 204 that are inconsistent with the presentation. Defendant denies the remaining allegations in Paragraph 204.

205. Defendant denies the allegations in Paragraph 205.

206. Defendant refers to the Proxy for its complete content. Defendant denies any allegations in Paragraph 206 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 206.

207. Defendant refers to the Proxy for its complete descriptions of performance predictions and risks. Defendant denies any allegations in Paragraph 207 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 207.

208. Defendant denies the allegations in Paragraph 208.

209. Defendant admits and avers that on February 21, 2018, Defendant Chappelle participated in the ENERCOM Dallas conference. Defendant further admits and avers that on February 21, 2018, Defendant made a presentation, and Defendant refers to the presentation for its complete contents. Defendant denies any allegations in Paragraph 209 that are inconsistent with the presentation. Defendant denies the remaining allegations in Paragraph 209.

210. Defendant denies the allegations in Paragraph 210.

211. Defendant admits and avers that on March 29, 2018, Defendant issued a press release, and Defendant refers to the press release for its complete contents. Defendant denies any allegations in Paragraph 211 that are inconsistent with the press release. Defendant denies the remaining allegations in Paragraph 211.

212. Defendant denies the allegations in Paragraph 212.

213. Defendant admits and avers that on March 29, 2018, Defendant convened an earnings call. Defendant refers to the earnings call for its complete contents. Defendant denies any allegations in Paragraph 213 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 213.

214. Defendant admits and avers that on March 29, 2018, Defendant made a presentation, and Defendant refers to the presentation for its complete contents. Defendant denies any allegations in Paragraph 214 that are inconsistent with the presentation. Defendant denies the remaining allegations in Paragraph 214.

215. Defendant denies the allegations in Paragraph 215.

216. Defendant admits and avers that on March 29, 2018, Defendant convened an earnings call. Defendant refers to the earnings call for its complete contents. Defendant denies

any allegations in Paragraph 216 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 216.

217. Defendant admits and avers that on March 29, 2018, Defendant filed a Form 10-K, and Defendant refers to the Form 10-K for its complete description of risk factors. Defendant denies any allegations in Paragraph 217 that are inconsistent with the Form 10-K. Defendant denies the remaining allegations in Paragraph 217.

218. Defendant denies the allegations in Paragraph 218.

219. Defendant admits and avers that on March 29, 2018, Defendant filed a Form 10-K, and Defendant refers to the Form 10-K for its complete description of risk factors. Defendant denies any allegations in Paragraph 219 that are inconsistent with the Form 10-K. Defendant denies the remaining allegations in Paragraph 219.

220. Defendant admits and avers that on March 29, 2018, Defendant filed a Form 10-K, and Defendant refers to the Form 10-K for certifications contained therein. Defendant denies the remaining allegations in Paragraph 220.

221. Defendant denies the allegations in Paragraph 221.

222. Defendant admits and avers that on April 9, 2018, Defendant Chappelle participated in the Oil & Gas Investment Symposium. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 222, and on that basis denies the allegations.

223. Defendant denies the allegations in Paragraph 223.

224. Defendant admits and avers that on April 9, 2018, Defendant made a presentation, and Defendant refers to the presentation for its complete contents. Defendant denies any

allegations in Paragraph 224 that are inconsistent with the presentation. Defendant denies the remaining allegations in Paragraph 224.

225. Defendant denies the allegations in Paragraph 225.

226. Defendant admits and avers that on May 14, 2018, Defendant convened an earnings call and made a presentation, and Defendant refers to the earnings call and presentation for their complete contents. Defendant denies any allegations in Paragraph 226 that are inconsistent with the earnings call and presentation. Defendant denies the remaining allegations in Paragraph 226.

227. Defendant admits and avers that on May 14, 2018, Defendant convened an earnings call, and Defendant refers to the earnings call for its complete contents. Defendant denies any allegations in Paragraph 227 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 227.

228. Defendant denies the allegations in Paragraph 228.

229. Defendant admits and avers that on May 21, 2018, Defendant filed a Form 10-Q, and on March 29, 2018, filed a Form 10-K, and Defendant refers to the Form 10-Q and Form 10-K for their complete description of Defendant's risk factors. Defendant denies any allegations in Paragraph 229 that are inconsistent with the Form 10-Q and Form 10-K. Defendant denies the remaining allegations in Paragraph 229.

230. Defendant denies the allegations in Paragraph 230.

231. Defendant admits and avers that on May 21, 2018, Defendant filed a Form 10-Q, and on March 29, 2018, filed a Form 10-K, and Defendant refers to the Form 10-Q and Form 10-K for their complete description of Defendant's risk factors. Defendant denies any allegations in Paragraph 231 that are inconsistent with the Form 10-Q and Form 10-K. Defendant denies the remaining allegations in Paragraph 231.

232. Defendant denies the allegations in Paragraph 232.

233. Defendant admits and avers that on May 21, 2018, Defendant filed a Form 10-Q, and Defendant refers to the Form 10-Q for its complete description of Defendant's internal controls. Defendant denies any allegations in Paragraph 233 that are inconsistent with the Form 10-Q. Defendant denies the remaining allegations in Paragraph 233.

234. Defendant denies the allegations in Paragraph 234.

235. Defendant admits and avers that on May 21, 2018, Defendant filed a Form 10-Q, and Defendant refers to the Form 10-Q for certifications contained therein. Defendant denies any allegations in Paragraph 235 that are inconsistent with the Form 10-Q. Defendant denies the remaining allegations in Paragraph 235.

236. Defendant denies the allegations in Paragraph 236.

237. Defendant admits and avers that on August 14, 2018, Defendant convened an earnings call and made a presentation. Defendant refers to the presentation for its complete description of Defendant's use of ESPs. Defendant denies any allegations in Paragraph 237 that are inconsistent with the earnings call and presentation. Defendant denies the remaining allegations in Paragraph 237.

238. Defendant denies the allegations in Paragraph 238.

239. Defendant admits and avers that on August 15, 2018, Defendant filed a Form 10-Q, and on March 29, 2018, filed a Form 10-K, and Defendant refers to the Form 10-Q and Form 10-K for their complete description of Defendant's risk factors. Defendant denies any allegations in Paragraph 239 that are inconsistent with the Form 10-Q and Form 10-K. Defendant denies the remaining allegations in Paragraph 239.

240. Defendant denies the allegations in Paragraph 240.

241. Defendant admits and avers that on August 15, 2018, Defendant filed a Form 10-Q, and on March 29, 2018, filed a Form 10-K, and Defendant refers to the Form 10-Q and Form 10-K for their complete description of Defendant's risk factors. Defendant denies any allegations in Paragraph 241 that are inconsistent with the Form 10-Q or Form 10-K. Defendant denies the remaining allegations in Paragraph 241.

242. Defendant admits and avers that on August 15, 2018, Defendant filed a Form 10-Q, and on August 14, 2018, Defendant convened an earnings call, and Defendant refers to the Form 10-Q and earnings call for their complete description of Kingfisher's financial results and projections. Defendant denies any allegations in Paragraph 242 that are inconsistent with the Form 10-Q and earnings call. Defendant denies the remaining allegations in Paragraph 242.

243. Defendant denies the allegations in Paragraph 243.

244. Defendant admits and avers that on August 15, 2018, Defendant filed a Form 10-Q, and Defendant refers to the Form 10-Q for its complete description of Defendant's internal controls. Defendant denies any allegations in Paragraph 244 that are inconsistent with the Form 10-Q. Defendant denies the remaining allegations in Paragraph 244.

245. Defendant denies the allegations in Paragraph 245.

246. Defendant admits and avers that on August 15, 2018, Defendant filed a Form 10-Q, and Defendant refers to the Form 10-Q for certifications contained therein. Defendant denies any allegations in Paragraph 246 that are inconsistent with the Form 10-Q. Defendant denies the remaining allegations in Paragraph 239.

247. Defendant denies the allegations in Paragraph 247.

248. Defendant admits and avers that on September 6, 2018, Defendant Chappelle participated in the Barclays CEO Energy-Power Conference, and Defendant refers to Defendant

Chappelle's remarks for their complete contents. Defendant denies any allegations in Paragraph 248 that are inconsistent with Defendant Chappelle's remarks. Defendant denies the remaining allegations in Paragraph 248.

249. Defendant denies the allegations in Paragraph 249.

250. Defendant admits and avers that on September 6, 2018, Defendant Chappelle participated in the Barclays CEO Energy-Power Conference and made a presentation. Defendant refers to the presentation for its complete contents. Defendant denies any allegations in Paragraph 250 that are inconsistent with the presentation. Defendant denies the remaining allegations in Paragraph 250.

251. Defendant denies the allegations in Paragraph 251.

252. Defendant admits and avers that on November 14, 2018, Defendant filed a Form 10-Q, and on March 29, 2018, filed a Form 10-K, and Defendant refers to the Form 10-Q and Form 10-K for their complete description of Defendant's risk factors. Defendant denies any allegations in Paragraph 252 that are inconsistent with the Form 10-Q and Form 10-K. Defendant denies the remaining allegations in Paragraph 252.

253. Defendant denies the allegations in Paragraph 253.

254. Defendant admits and avers that on November 14, 2018, Defendant filed a Form 10-Q, and on March 29, 2018, filed a Form 10-K, and Defendant refers to the Form 10-Q and Form 10-K for their complete description of Defendant's risk factors. Defendant denies any allegations in Paragraph 254 that are inconsistent with the Form 10-Q and Form 10-K. Defendant denies the remaining allegations in Paragraph 254.

255. Defendant denies the allegations in Paragraph 255.

256. Defendant admits and avers that on November 14, 2018, Defendant filed a Form 10-Q, and Defendant refers to the Form 10-Q for its complete description of Defendant's internal controls. Defendant denies any allegations in Paragraph 256 that are inconsistent with the 10-Q. Defendant denies the remaining allegations in Paragraph 256.

257. Defendant admits and avers that on November 14, 2018, Defendant filed a Form 10-Q, and Defendant refers to the Form 10-Q for certifications contained therein. Defendant denies any allegations in Paragraph 257 that are inconsistent with the Form 10-Q. Defendant denies the remaining allegations in Paragraph 257.

258. Defendant denies the allegations in Paragraph 258.

259. Defendant denies the allegations in Paragraph 259.

260. Defendant admits and avers that on August 11, 2016, AMH convened an earnings call, and Defendant refers to that earnings call for its complete description of its operations in the STACK. Defendant denies any allegations in Paragraph 260 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 260.

261. Defendant admits and avers that on November 10, 2016, AMH convened an earnings call, and Defendant refers to that earnings call for its complete contents. Defendant denies any allegations in Paragraph 261 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 261.

262. Defendant admits and avers that on November 10, 2016, AMH convened an earnings call, and Defendant refers to that earnings call for its complete contents. Defendant denies any allegations in Paragraph 262 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 262.

263. Defendant admits and avers that on March 30, 2017, AMH convened an earnings call, and Defendant refers to that earnings call for its complete contents. Defendant denies any allegations in Paragraph 263 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 263.

264. The allegations in Paragraph 264 are based on an unidentified confidential witness without presenting any foundation or basis to substantiate the purported witness's knowledge or context, and are denied.

265. Defendant denies the allegations in Paragraph 265.

266. Defendant denies the allegations in Paragraph 266.

267. Defendant denies the allegations in Paragraph 267.

268. Defendant denies the allegations in Paragraph 268.

269. Defendant denies that the generalized and oversimplified allegations in Paragraph 269 present a fair and accurate characterization of the oil and gas drilling and extraction process, and denies the remaining allegations in Paragraph 269.

270. Defendant denies that the generalized and oversimplified allegations in Paragraph 270 present a fair and accurate characterization of the oil and gas drilling and extraction process, and denies the remaining allegations in Paragraph 270.

271. Defendant denies the allegations in Paragraph 271.

272. Defendant denies that the generalized and oversimplified allegations in Paragraph 272 present a fair and accurate characterization of the oil and gas drilling and extraction process, and denies the remaining allegations in Paragraph 272.

273. Defendant denies that the generalized and oversimplified allegations in Paragraph 266 present a fair and accurate characterization of the oil and gas drilling and extraction process, and denies the remaining allegations in Paragraph 273.

274. Defendant denies the allegations in Paragraph 274.

275. Defendant denies the allegations in Paragraph 275.

276. Defendant denies that the generalized and oversimplified allegations in Paragraph 276 present a fair and accurate characterization of the oil and gas drilling and extraction process, and denies the remaining allegations in Paragraph 276.

277. Defendant denies that the generalized and oversimplified allegations in Paragraph 277 present a fair and accurate characterization of the oil and gas drilling and extraction process, and denies the remaining allegations in Paragraph 277.

278. Defendant denies that the generalized and oversimplified allegations in Paragraph 278 present a fair and accurate characterization of the oil and gas drilling and extraction process, and denies the remaining allegations in Paragraph 278.

279. Defendant denies the allegations in Paragraph 279.

280. Defendant denies that the generalized and oversimplified allegations in Paragraph 280 present a fair and accurate characterization of the oil and gas drilling and extraction process, and denies the remaining allegations in Paragraph 480.

281. Defendant denies the allegations in Paragraph 281.

282. Defendant denies the allegations in Paragraph 282.

283. Defendant refers to the Proxy for its complete description of founder shares. Defendant denies any allegations in Paragraph 283 that are inconsistent with the Proxy.

284. Defendant refers to the Proxy for its complete description of founder shares. Defendant denies any allegations in Paragraph 284 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 284.

285. Defendant denies the allegations in Paragraph 285.

286. Defendant denies the allegations in Paragraph 286.

287. Defendant refers to the Proxy for its complete description of the preparation of the Proxy Statement. Defendant denies any allegations in Paragraph 287 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 287.

288. Defendant refers to the Proxy for its complete description of the wells' production history. Defendant denies any allegations in Paragraph 288 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 288.

289. Defendant refers to the Proxy for its complete description of wells' production history. Defendant denies any allegations in Paragraph 289 that are inconsistent with the Proxy.

290. Defendant refers to the Proxy for its complete description of AMH's production data and projections. Defendant denies any allegations in Paragraph 290 that are inconsistent with the Proxy.

291. Defendant denies the allegations in Paragraph 291.

292. Defendant denies the allegations in Paragraph 292.

293. Defendant refers to the Proxy for its complete description of AMH's internal controls. Defendant denies any allegations in Paragraph 293 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 293.

294. Defendant denies the allegations in Paragraph 294.

295. Defendant admits and avers that on February 9, 2018, Defendant issued a press release, and Defendant refers to that press release for its complete description of the Business Combination. Defendant denies any allegations in Paragraph 295 that are inconsistent with the press release. Defendant denies the remaining allegations in Paragraph 295.

296. Defendant denies the allegations in Paragraph 296.

297. Defendant admits and avers that on February 9, 2018, Defendant issued a press release, and Defendant refers to that press release for its complete description of the merger's closing. Defendant denies any allegations in Paragraph 297 that are inconsistent with the press release.

298. Defendant admits and avers that on March 29, 2018, Defendant issued a press release, and Defendant refers to that press release for its complete description of Defendant's financial results. Defendant denies any allegations in Paragraph 298 that are inconsistent with the press release. Defendant denies the remaining allegations in Paragraph 298.

299. Defendant admits and avers that on August 14, 2018, Defendant issued a press release, and Defendant refers to that press release for its complete description of Defendant's financial results. Defendant denies any allegations in Paragraph 299 that are inconsistent with the press release. Defendant denies the remaining allegations in Paragraph 299.

300. Defendant admits that Paragraph 300 purports to reference per share price of Defendant's common stock, and refers to the publicly reported prices of Defendant's common stock. Defendant denies the remaining allegations in Paragraph 300.

301. Defendant denies the allegations in Paragraph 301.

302. Defendant denies the allegations in Paragraph 302.

303. Defendant denies the allegations in Paragraph 303.

304. Defendant admits and avers that on March 29, 2018, Defendant filed a Form 10-K and press release, and Defendant refers to the Form 10-K and press release for their complete description of Defendant's projections. Defendant denies any allegations in Paragraph 304 that are inconsistent with the Form 10-K and press release. Defendant denies the remaining allegations in Paragraph 304.

305. Defendant admits that Paragraph 305 purports to reference certain per share closing prices of Defendant's common stock and stock indices, and refers to the publicly reported closing prices of Defendant's common stock and stock indices. Defendant denies the remaining allegations in Paragraph 305.

306. Defendant admits and avers that on March 29, 2018, Defendant held an earnings call, and Defendant refers to that earnings call for its complete description of Defendant's projections. Defendant denies any allegations in Paragraph 306 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 306.

307. Defendant admits and avers that on March 29, 2018, Defendant held an earnings call, and Defendant refers to that earnings call for its complete description of Defendant's production estimates. Defendant denies any allegations in Paragraph 307 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 307.

308. Defendant admits and avers that on March 29, 2018, Defendant held an earnings call, and Defendant refers to that earnings call for its complete description of Defendant's expectations. Defendant denies any allegations in Paragraph 308 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 308.

309. Defendant admits and avers that on March 29, 2018, Defendant held an earnings call, and Defendant refers to that earnings call for its complete contents. Defendant denies any

allegations in Paragraph 309 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 309.

310. Defendant admits and avers that on March 29, 2018, Defendant held an earnings call, and Defendant refers to that earnings call for its complete contents. Defendant denies any allegations in Paragraph 310 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 310.

311. Defendant admits and avers that on March 29, 2018, Defendant filed a Form 10-K, and Defendant refers to the Form 10-K for certifications contained therein. Defendant denies any allegations in Paragraph 311 that are inconsistent with the Form 10-K. Defendant denies the remaining allegations in Paragraph 311.

312. Defendant denies the allegations in Paragraph 312.

313. Defendant admits and avers that on May 14, 2018, Defendant held an earnings call, and Defendant refers to that earnings call for its complete description of Defendant's financial performance and projections. Defendant denies any allegations in Paragraph 313 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 313.

314. Defendant admits and avers that on May 14, 2018, Defendant held an earnings call, and Defendant refers to that earnings call for its complete description of Kingfisher's performance. Defendant denies any allegations in Paragraph 314 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 314.

315. Defendant admits and avers that on May 15, 2018, Imperial Capital issued a report, and Defendant refers to that report for its complete description of any rating of Defendant. Defendant denies any allegations in Paragraph 315 that are inconsistent with the report. Defendant denies the remaining allegations in Paragraph 315.

316. Defendant admits and avers that on August 15, 2018, Defendant filed a Form 10-Q and on August 14, 2018, issued a press release, and Defendant refers to the Form 10-Q and press release for their complete description of Defendant's financial results and projections. Defendant denies any allegations in Paragraph 316 that are inconsistent with the Form 10-Q and press release. Defendant denies the remaining allegations in Paragraph 316.

317. Defendant denies the allegations in Paragraph 317.

318. Defendant admits and avers that on August 15, 2018, Defendant filed a Form 10-Q, and Defendant refers to the Form 10-Q for its complete description of Kingfisher's financial results and projections. Defendant denies any allegations in Paragraph 318 that are inconsistent with the Form 10-Q. Defendant denies the remaining allegations in Paragraph 318.

319. Defendant admits and avers that Paragraph 319 purports to reference certain per share closing prices of Defendant's common stock and stock indices, and refers to the publicly reported closing prices of Defendant's common stock and stock indices. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 319 and on that basis denies the allegations.

320. Defendant admits and avers that on August 14, 2018, Defendant held an earnings call, and Defendant refers to that earnings call for its complete contents. Defendant denies any allegations in Paragraph 320 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 320.

321. Defendant admits and avers that on August 14, 2018, Defendant held an earnings call and Defendant refers to that earnings call for its complete contents. Defendant denies any allegations in Paragraph 321 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 321.

322. Defendant admits and avers that on August 14, 2018, Defendant held an earnings call, and Defendant refers to that earnings call for its complete description of Kingfisher's financial results. Defendant denies any allegations in Paragraph 322 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 322.

323. Defendant admits and avers that on August 15, 2018, Defendant filed a Form 10-Q, and Defendant refers to the Form 10-Q for certifications contained therein. Defendant denies any allegations in Paragraph 323 that are inconsistent with the Form 10-Q. Defendant denies the remaining allegations in Paragraph 323.

324. Defendant denies the allegations in Paragraph 324.

325. Defendant admits and avers that, on November 14, 2018, Defendant filed a Form 10-Q and on November 13, 2018, issued a press release, and Defendant refers to the Form 10-Q and press release for their complete description of Defendant's financial results and projections. Defendant denies any allegations in Paragraph 325 that are inconsistent with the Form 10-Q and press releases. Defendant denies the remaining allegations in Paragraph 325.

326. Defendant admits that Paragraph 326 purports to reference certain per share closing prices of Defendant's common stock and stock indices, and refers to the publicly reported closing prices of Defendant's common stock and stock indices. Defendant denies the remaining allegations in Paragraph 326.

327. Defendant admits and avers that on November 13, 2018, Defendant held an earnings call, and Defendant refers to the earnings call for its complete description of Kingfisher. Defendant denies any allegations in Paragraph 327 that are inconsistent with the earnings call. Defendant denies the remaining allegations in Paragraph 327.

328. Defendant admits and avers that on November 14, 2018, Defendant filed a Form 10-Q, and Defendant refers to the Form 10-Q for its complete description of Defendant's internal controls. Defendant denies any allegations in Paragraph 328 that are inconsistent with the Form 10-Q. Defendant denies the remaining allegations in Paragraph 328.

329. Defendant admits and avers that on November 14, 2018, Defendant filed a Form 10-Q, and Defendant refers to the Form 10-Q for certifications contained therein. Defendant denies any allegations in Paragraph 329 that are inconsistent with Form 10-Q. Defendant denies the remaining allegations in Paragraph 329.

330. Defendant denies the allegations in Paragraph 330.

331. Defendant admits and avers that on February 25, 2019, Defendant filed a Form 8-K, and Defendant refers to the Form 8-K for its complete description of Defendant's internal controls. Defendant denies any allegations in Paragraph 331 that are inconsistent with the Form 8-K. Defendant denies the remaining allegations in Paragraph 331.

332. Defendant admits and avers that on February 25, 2019, Defendant filed a Form 8-K, and Defendant refers to the Form 8-K for its complete description of possible impairment charges. Defendant denies any allegations in Paragraph 332 that are inconsistent with the Form 8-K. Defendant denies the remaining allegations in Paragraph 332.

333. Defendant admits and avers that on February 25, 2019, Defendant filed a Form 8-K, and Defendant refers to the Form 8-K for its complete description of production estimates. Defendant denies any allegations in Paragraph 333 that are inconsistent with the Form 8-K. Defendant denies the remaining allegations in Paragraph 333.

334. Defendant admits and avers that on February 25, 2019, Defendant filed a Form 8-K, and Defendant refers to the Form 8-K for its complete description of Defendant's rig count.

Defendant denies any allegations in Paragraph 334 that are inconsistent with the Form 8-K. Defendant denies the remaining allegations in Paragraph 334.

335. Defendant admits that Paragraph 335 purports to reference certain per share closing prices of Defendant's common stock and stock indices, and refers to the publicly reported closing prices of Defendant's common stock and stock indices. Defendant denies the remaining allegations in Paragraph 335.

336. Defendant admits and avers that on May 17, 2019, Alta Mesa Holdings, LP filed a Form 10-K, and Defendant refers to the Form 10-K for its complete description of an SEC investigation. Defendant denies any allegations in Paragraph 336 that are inconsistent with the Form 10-K. Defendant denies the remaining allegations in Paragraph 336.

337. Defendant admits and avers that on May 17, 2019, Defendant issued a press release, and Defendant refers to the press release for its complete description of Defendant's internal controls. Defendant denies any allegations in Paragraph 337 that are inconsistent with the press release. Defendant denies the remaining allegations in Paragraph 337.

338. Defendant admits and avers that on May 17, 2019, Defendant issued a press release, and Defendant refers to the press release for its complete description of Defendant's estimate of proved reserves. Defendant denies any allegations in Paragraph 338 that are inconsistent with the press release. Defendant denies the remaining allegations in Paragraph 338.

339. Defendant admits and avers that on May 17, 2019, Alta Mesa Holdings, LP filed a Form 10-K, and Defendant refers to the Form 10-K for its complete description of advisors. Defendant denies any allegations in Paragraph 339 that are inconsistent with the Form 10-K. Defendant denies the remaining allegations in Paragraph 339.

340. Defendant admits that Paragraph 340 purports to reference certain per share closing prices of Defendant's common stock, and refers to the publicly reported closing prices of Defendant's common stock. Defendant denies the remaining allegations in Paragraph 340.

341. Defendant denies the allegations in Paragraph 341.

342. Defendant denies the allegations in Paragraph 342.

343. Defendant denies the allegations in Paragraph 343.

344. Defendant denies the allegations in Paragraph 344.

345. Defendant denies the allegations in Paragraph 345.

346. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 346 and on that basis denies the allegations.

347. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 347 and on that basis denies the allegations.

348. Defendant denies the allegations in Paragraph 348.

349. Defendant denies the allegations in Paragraph 349.

350. Defendant denies the allegations in Paragraph 350.

351. Defendant denies the allegations in Paragraph 351.

352. Defendant admits that Plaintiffs purport to bring this action as described in Paragraph 352, but denies the remaining allegations in Paragraph 352.

353. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 353 and on that basis denies the allegations.

354. Defendant denies the allegations in Paragraph 354.

355. Defendant denies the allegations in Paragraph 355.

356. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of Paragraph 356, and on that basis denies the allegations. Defendant denies the remaining the allegations in Paragraph 356.

357. Defendant denies the allegations in Paragraph 357.

358. Defendant repeats and realleges its responses to Paragraphs 1–357 to the extent those Paragraphs are properly incorporated into Count I.

359. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 359.

360. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 360.

361. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 361.

362. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 362.

363. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 363.

364. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 364.

365. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 365.

366. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 366.

367. Defendant repeats and realleges its responses to Paragraphs 1–367 to the extent those Paragraphs are properly incorporated into Count II.

368. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 368.

369. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 369.

370. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 3703.

371. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 371.

372. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 372.

373. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 373.

374. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 374.

375. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 375.

376. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 376.

377. Defendant repeats and realleges its responses to Paragraphs 1–376 to the extent those Paragraphs are properly incorporated into Count III.

378. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 378.

379. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 379.

380. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies any allegations in Paragraph 380 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 380.

381. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant refers to the Proxy for a complete description of the Business Combination. Defendant denies any allegations in Paragraph 381 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 381.

382. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant refers to the Proxy, including any cover letter, for its complete contents. Defendant denies any allegations in Paragraph 382 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 382.

383. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant refers to the Proxy for its complete contents. Defendant denies any allegations in Paragraph 383 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 383.

384. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 384.

385. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 385.

386. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 386.

387. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 387.

388. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 388.

389. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of Paragraph 389, and on that basis denies the allegations.

390. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant admits that Defendants Walker and Coats did not violate Section 14(a) of the Exchange Act, 15 U.S.C. § 78n(a), or Rule 14a-9 promulgated thereunder, 17 C.F.R. § 240.14a-9. Defendant denies the remaining allegations in Paragraph 390.

391. Defendant repeats and realleges its responses to Paragraphs 1–390 to the extent those Paragraphs are properly incorporated into Count IV.

392. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 392.

393. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 393.

394. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 394.

395. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 395, and on that basis denies the allegations.

396. This Count is not alleged against Defendant, and therefore this allegation requires no response. To the extent a response is required, Defendant denies the allegations in Paragraph 396.

397. Defendant repeats and realleges its responses to Paragraphs 1–396 to the extent those Paragraphs are properly incorporated into Count V.

398. Defendant denies the allegations in Paragraph 398.

399. Defendant denies the allegations in Paragraph 399.

400. Defendant denies the allegations in Paragraph 400.

401. Defendant denies the allegations in Paragraph 401.

402. Defendant denies the allegations in Paragraph 402.

403. Defendant denies the allegations in Paragraph 403.

404. Defendant denies the allegations in Paragraph 404.

405. Defendant denies the allegations in Paragraph 405.

406. Defendant repeats and realleges its responses to Paragraphs 1–405 to the extent those Paragraphs are properly incorporated into Count VI. Paragraph 406 also contains non-factual statements or legal arguments that do not require a response. To the extent that the non-factual statements or legal arguments in Paragraph 406 require a response, Defendant denies the allegations.

407. Defendant denies the allegations in Paragraph 407.

408. Defendant refers to the Proxy for a complete description of the Business Combination. Defendant denies any allegations in Paragraph 408 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 408.

409. Defendant refers to the Proxy for a complete description of the Business Combination. Defendant denies any allegations in Paragraph 409 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 409.

410. Defendant refers to the Proxy for a complete description of the Business Combination. Defendant denies any allegations in Paragraph 410 that are inconsistent with the Proxy. Defendant denies the remaining allegations in Paragraph 410.

411. Defendant denies the allegations in Paragraph 411.

412. Defendant denies the allegations in Paragraph 412.

413. Defendant denies the allegations in Paragraph 413.

414. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of Paragraph 414, and on that basis denies the allegations.

415. Defendant denies the allegations in Paragraph 415.

A. Defendant denies that Plaintiffs are entitled to the requested relief and judgment or to any relief whatsoever.

B. Defendant denies that Plaintiffs are entitled to the requested relief and judgment or to any relief whatsoever.

C. Defendant denies that Plaintiffs are entitled to the requested relief and judgment or to any relief whatsoever.

D. Defendant denies that Plaintiffs are entitled to the requested relief and judgment or to any relief whatsoever.

416. Defendant admits that Plaintiffs purport to demand a trial by jury.

AFFIRMATIVE DEFENSES

By asserting these defenses, Defendant do not concede that it bears the burden of proof on any defense. Nothing stated herein is intended, or shall be construed, as an acknowledgment that any particular issue or subject matter is relevant to the allegations. Defendant further reserves the right to assert additional affirmative defenses. Defendant also adopts and incorporates by reference any applicable defense pleaded by any other Defendant in this action not expressly set forth herein.

FIRST AFFIRMATIVE DEFENSE

Defendant exercised reasonable care and acted in good faith, including good faith conformity with applicable SEC rules, regulations, and orders, and also did not directly or indirectly induce the act or acts constituting the alleged violations or causes of action. Defendant is therefore not subject to liability under the federal securities laws. 15 U.S.C. §§ 78(t), 78w(a)(1).

SECOND AFFIRMATIVE DEFENSE

Defendant is not liable for any alleged damages suffered by Plaintiffs and other members of the putative class to the extent that their purported damages, if any, were caused or contributed,

in whole or in part, by the policies, practices, acts, or omissions of independent persons or entities other than Defendant over which Defendant had no control. 15 U.S.C. § 78u-4(f)(3)(A).

THIRD AFFIRMATIVE DEFENSE

Plaintiffs' and other members of the putative class' claims are barred, in whole or in part, because superseding or intervening events caused some or all of the alleged damages.

FOURTH AFFIRMATIVE DEFENSE

Plaintiffs' and other members of the putative class' claims are barred, in whole or in part, by their actions, omissions, and/or comparative fault and contributory negligence, including the failure to undertake their own due diligence.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs' and other members of the putative class' claims are barred, in whole or in part, because Plaintiffs and/or other members of the putative class had actual or constructive knowledge of the risks involved with Defendant's¹ business and the oil and gas industry and thus assumed the risk that the value of Defendant's stock would decline if such risks materialized.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs and other members of the putative class are barred from recovery for damages, in whole or part, because they failed to make reasonable efforts to mitigate any such damages.

SEVENTH AFFIRMATIVE DEFENSE

Defendant is not liable because certain alleged misstatements were forward-looking statements and thus are immunized by the Safe Harbor provided by the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-5(c)(1), and the bespeaks caution doctrine. The

¹ For purposes of Defendant's affirmative defenses, references to "Defendant" includes Silver Run Acquisition Corporation II.

forward-looking statements were identified as forward-looking and were accompanied by meaningful cautionary statements identifying important factors that could cause actual results to differ materially from those in the forward-looking statements.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs and the putative class members are not entitled to any recovery from the Defendant because they knew or should have known the allegedly omitted or misstated information or ratified the alleged wrongful acts and omissions alleged in the Complaint or would have purchased Defendant's securities even with full knowledge of the facts that they now allege were misrepresented or omitted.

NINTH AFFIRMATIVE DEFENSE

Any recovery for damages allegedly incurred by Plaintiffs and putative class members is subject to offset in the amount of any value gained through the investment (including tax benefits actually received) and is subject to the "90-day-bounce-back" damages limitation. 15 U.S.C. § 78u-4(e).

TENTH AFFIRMATIVE DEFENSE

The TAC fails to state a claim upon which relief can be granted.

WHEREFORE, Defendant respectfully requests that the Court enter judgment for it by adjudging and decreeing:

1. That Plaintiffs take nothing by reason of this Complaint, and that judgment be rendered in favor of Defendant;
2. That the Complaint, and each purported cause of action against Defendant, be dismissed with prejudice;

3. That the Court determine that this action may not proceed as a class action and dismiss all purported class allegations with prejudice;

4. That the Court grant Defendant all equitable or other relief against Plaintiffs as a consequence of defending this action, including attorneys' fees and costs; and

5. That the Court award Defendant any such other and further relief as the Court may deem just and proper.

Dated: January 5, 2022

Dated: January 5, 2022

Respectfully submitted,

/s/ J. Christian Word

J. Christian Word (*pro hac vice*)

Attorney-in-Charge

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Counsel for Alta Mesa Resources Inc.

CERTIFICATE OF SERVICE

I certify that this 5th day of January 2022, I caused the foregoing to be electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the email addresses denoted on the Notice of Electronic Filing.

/s/ J. Christian Word
J. Christian Word