

**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.

JURY TRIAL DEMANDED

**BAYOU CITY ENERGY MANAGEMENT, LLC AND WILLIAM MCMULLEN'S  
ANSWER TO PLAINTIFFS' SECOND CORRECTED CONSOLIDATED AMENDED  
COMPLAINT FOR VIOLATIONS OF THE FEDERAL SECURITIES LAWS**

Defendants Bayou City Energy Management, LLC ("Bayou City") and William McMullen ("McMullen") (collectively, "Bayou City Defendants"), upon knowledge or information and belief, hereby submit their answer and affirmative defenses to Lead Plaintiffs FNY Partners Fund LP, FNY Managed Accounts, LLC, Paul J. Burbach, Plumbers and Pipefitters National Pension Fund, and Camelot Event Driven Fund's (collectively, "Plaintiffs") *Second Corrected Consolidated Amended Complaint for Violations of the Federal Securities Laws* [D.I. 69] (the "Complaint").

To avoid any doubt, Bayou City Defendants deny all allegations in the Complaint except with respect to those matters specifically admitted herein. Any factual averment admitted herein is admitted only as to the specific facts and not as to any conclusions, characterizations, implications, innuendos, or speculation contained in any averment or in the Complaint as a whole. The headings, unnumbered content, recitations, assertions, footnotes and conclusions within the Complaint are not substantive allegations to which a response is required; to the extent the headings, unnumbered content, recitations, assertions, footnotes or conclusions were intended as substantive allegations, Bayou City Defendants deny those allegations. Furthermore, unless

otherwise stated, Defendants use the defined terms set forth in the Complaint; in doing so, however, Defendants do not admit that the definitions are proper. Subject to the foregoing, Defendants provide their specific responses to the Complaint as follows:

1. Bayou City Defendants admit that August 16, 2017 is the day designated as the first day of the Class Period. Bayou City Defendants admit that Silver Run Acquisition Corporation II (“Silver Run II”) was created by Riverstone Holdings LLC (“Riverstone”). Bayou City Defendants admit and aver that on August 16, 2017, Silver Run II issued a press release, and Bayou City Defendants refer to the press release for its complete description of its announcement to combine with Alta Mesa Holdings, LP (“AMH”) and Kingfisher Midstream LLC (“Kingfisher”) (the “Business Combination”). Bayou City Defendants deny the allegations in Paragraph 1 to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants admit that May 17, 2019 is the day designated as the end of the Class Period. Bayou City Defendants admit that May 17, 2019 is the day Alta Mesa announced the SEC had opened an investigation. The allegations about how “this federal securities Action arises” concern conclusions of law to which no response is required; to the extent a response is required, Bayou City Defendants deny the allegations. Bayou City Defendants deny the remaining allegations in Paragraph 1 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 1 that are directed toward other defendants.

2. Bayou City Defendants deny the allegations in Paragraph 2 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 2 that are directed toward other defendants.

3. Bayou City Defendants deny the allegations in Paragraph 3 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 3 that are directed toward other defendants.

4. Bayou City Defendants admit that March 2018 is less than two months after shareholders voted on the Business Combination. The remaining allegations in Paragraph 4 purport to characterize the contents of public documents; Bayou City Defendants deny those allegations to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents.

5. Bayou City Defendants admit that February 2019 is one year after the Business Combination closed. Bayou City Defendants admit and aver that on February 25, 2019, Alta Mesa issued a press release, and on September 11, 2019, Alta Mesa Resources, Inc. (“Alta Mesa”) filed a voluntary petition for reorganization under Chapter 11 of the United States Bankruptcy Code. The remaining allegations purport to characterize the contents of these public documents; Bayou City Defendants deny those allegations to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents.

6. Bayou City Defendants admit that on March 23, 2017, Silver Run II issued a Prospectus, and Bayou City Defendants refer to the Prospectus for a complete description of the terms of its formation. Bayou City Defendants deny any allegations in Paragraph 6 that are inconsistent with the Prospectus. Bayou City Defendants deny the remaining allegations in Paragraph 6 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 6 that are directed toward other defendants.

7. Bayou City Defendants deny the allegations in Paragraph 7 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 7 that are directed toward other defendants.

8. Bayou City Defendants admit that on March 23, 2017 Silver Run II issued a Prospectus, and Bayou City Defendants refer to the Prospectus for its complete description of its business and strategy. Bayou City Defendants deny any allegations in Paragraph 8 that are inconsistent with the Prospectus. Bayou City Defendants lack information sufficient to admit or deny the remaining allegations in Paragraph 8.

9. Bayou City Defendants notes that Paragraph 9 purports to characterize the contents of the offering materials for the IPO; Bayou City Defendants deny the allegations to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents.

10. Bayou City Defendants admit that on August 16, 2017, Silver Run II issued a press release, and Bayou City Defendants refer to the press release for its description of the Business Combination. Bayou City Defendants deny any allegations in Paragraph 10 that are inconsistent with the press release. Bayou City Defendants admit they held interests in AMH and Kingfisher. Bayou City Defendants deny the remaining allegations in Paragraph 10 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 10 that are directed toward other defendants.

11. Bayou City Defendants admit that on March 23, 2017, Silver Run II issued a Prospectus, and Defendants refer to the Prospectus for its complete description of its business. Bayou City deny any allegations in Paragraph 11 that are inconsistent with the Prospectus. Bayou City Defendants deny the remaining allegations in Paragraph 11 that are directed toward them, and

lack information sufficient to admit or deny any of the remaining allegations in Paragraph 11 that are directed toward other defendants.

**12.** Bayou City Defendants deny the allegations in Paragraph 12 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 12 that are directed toward other defendants.

**13.** Bayou City Defendants admit that the class period has been defined as beginning on August 16, 2017. Bayou City Defendants deny the remaining allegations in Paragraph 13 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 13 that are directed toward other defendants.

**14.** Bayou City Defendants note that Paragraph 14 purports to characterize and quote the contents of the Definitive Merger Proxy Statement issued by Alta Mesa on January 19, 2018 (the "Proxy"); Bayou City Defendants deny the allegations to the extent inconsistent with the Proxy and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 14 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 14 that are directed toward other defendants.

**15.** Bayou City Defendants note that Paragraph 15 purports to characterize the contents of the Proxy; Bayou City Defendants deny the allegations to the extent inconsistent with the Proxy and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 15 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 15 that are directed toward other defendants.

**16.** Bayou City Defendants admit that Alta Mesa released the press release alleged in Paragraph 16 on March 29, 2018 and convened an earnings call. Bayou City Defendants notes that Paragraph 16 purports to characterize and quote the contents of the March 29, 2018 Alta Mesa press release, Alta Mesa's fourth quarter earnings call transcript, and later public statements by Alta Mesa; Bayou City Defendants deny the allegations to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants lack information sufficient to admit or deny the remaining allegations in Paragraph 16.

**17.** Bayou City Defendants admit that Alta Mesa convened an earnings call on August 14, 2018, and Bayou City Defendants refer to the earnings call for the contents thereof; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to that document for a complete and accurate statement of its contents.

**18.** Paragraph 18 purports to characterize the contents of Alta Mesa's press releases issued on March 29, 2018 and August 14, 2018, as well as its other public statements; Bayou City Defendants deny the allegations to the extent inconsistent with those documents, and respectfully refer the Court to those documents and public statements for a complete and accurate statement of their contents. Bayou City Defendants lack information sufficient to admit or deny the remaining allegations in Paragraph 18.

**19.** Paragraph 19 purports to characterize the contents of public disclosures from 2018 and 2019; Bayou City Defendants deny the allegations to the extent inconsistent with those disclosures, and respectfully refer the Court to those disclosures for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph

19 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 19 that are directed toward other defendants.

**20.** Bayou City Defendants admit Alta Mesa issued a press release on November 13, 2018, and Bayou City Defendants refer to the press release for the contents thereof. Bayou City Defendants deny the allegations characterizing the third quarter 2018 financial results to the extent inconsistent with the document itself, and respectfully refer the Court to the document for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 20 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 20 that are directed toward other defendants.

**21.** Paragraph 21 purports to characterize the contents of public announcements; Bayou City Defendants deny those allegations to the extent inconsistent with those announcements, and respectfully refer the Court to those public announcements for a complete and accurate statement of their contents.

**22.** Paragraph 22 purports to characterize and quote the contents of the Proxy and Alta Mesa's public announcements; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to the Proxy and those public announcements for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 22 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 22 that are directed toward other defendants.

**23.** Bayou City Defendants admit that Alta Mesa filed a voluntary petition for reorganization under Chapter 11 of the United States Bankruptcy Code on September 11, 2019. Paragraph 23 purports to characterize the contents of this voluntary petition and Alta Mesa's public

announcement; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to that announcement for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 23 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 23 that are directed toward other defendants.

**24.** Paragraph 24 purports to characterize the public price of Alta Mesa common stock; Bayou City Defendants deny the allegations to the extent inconsistent with the public record, and respectfully refer the Court to the public record concerning Alta Mesa common stock for a complete and accurate statement of its price. Bayou City Defendants deny the remaining allegations in Paragraph 24 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 24 that are directed toward other defendants.

**25.** Bayou City Defendants deny the allegations in Paragraph 25 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 25 that are directed toward other defendants.

**26.** Paragraph 24 purports to characterize the sale of Alta Mesa assets as part of Alta Mesa's Chapter 11 restructuring proceedings; Bayou City Defendants deny the allegations to the extent inconsistent with the public record of this asset sale, and respectfully refer the Court to the public record concerning the sale of Alta Mesa assets as part of the Alta Mesa Chapter 11 restructuring. Bayou City Defendants deny the remaining allegations in Paragraph 26 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 26 that are directed toward other defendants.

**27.** The allegations in Paragraph 27 concern matters of law and procedure to which no response is required.



**28.** Bayou City Defendants admit that Alta Mesa had its headquarters in this District. The allegations about the propriety of venue concern matters of law and procedure to which no response is required.

**29.** Bayou City Defendants deny the allegations in Paragraph 29 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 29 that are directed toward other defendants.

**30.** Bayou City Defendants lack information sufficient to determine the citizenship or activity of FNY Partners Fund LP. Bayou City Defendants lack information sufficient to determine whether FNY Partners Fund LP purchased shares of Alta Mesa Class A common stock during the Class Period, or whether FNY Partners Fund LP held such shares as of the January 22, 2018 Record Date for the Business Combination, or whether FNY partners was entitled to vote on the Business Combination at the special meeting. The remaining allegations concern matters of law and procedure to which no response is required; to the extent a response is required, Bayou City Defendants deny the remaining allegations in Paragraph 30 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 30 that are directed toward other defendants.

**31.** Bayou City Defendants are without information sufficient to determine the citizenship or activity of FNY Managed Accounts, LLC. Bayou City Defendants lack information sufficient to determine whether FNY Managed Accounts, LLC purchased shares of Alta Mesa Class A common stock during the Class Period. The remaining allegations concern matters of law and procedure to which no response is required; to the extent a response is required, Bayou City Defendants deny the remaining allegations in Paragraph 31 that are directed toward them, and lack

information sufficient to admit or deny any of the remaining allegations in Paragraph 31 that are directed toward other defendants.

**32.** Bayou City Defendants are without information sufficient to determine the citizenship or activity of Paul J. Burbach. Bayou City Defendants lack information sufficient to determine whether Paul J. Burbach purchased shares of Alta Mesa Class A common stock and Alta Mesa warrants during the Class Period. The remaining allegations concern matters of law and procedure to which no response is required; to the extent a response is required, Bayou City Defendants deny the remaining allegations in Paragraph 32 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 32 that are directed toward other defendants.

**33.** Bayou City Defendants are without information sufficient to determine the citizenship or activity of Plumbers and Pipefitters National Pension Fund. Bayou City Defendants lack information sufficient to determine whether Plumbers and Pipefitters National Pension Fund was a holder of record of Alta Mesa Class A common stock as of the January 22, 2018 Record Date for the Business Combination or was entitled to vote on the Business Combination at the special meeting. The remaining allegations concern matters of law and procedure to which no response is required; to the extent a response is required, Bayou City Defendants deny the remaining allegations in Paragraph 33 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 33 that are directed toward other defendants.

**34.** Bayou City Defendants are without information sufficient to determine the nature of Camelot Event Driven Fund, a Series of Frank Funds Trust. Bayou City Defendants are without information sufficient to determine whether Camelot Event Driven Fund purchased shares of Alta

Mesa Class A common stock and Alta Mesa warrants during the Class Period. The remaining allegations concern matters of law and procedure to which no response is required; to the extent a response is required, Bayou City Defendants deny the remaining allegations in Paragraph 34 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 34 that are directed toward other defendants.

**35.** Paragraph 35 purports to characterize the contents of the Proxy and Alta Mesa's March 29, 2018 Form 10-K; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to the Proxy and the March 29, 2018 Form 10-K for a complete and accurate statement of their contents. Bayou City Defendants admit the remaining allegations in Paragraph 35.

**36.** Paragraph 36 purports to characterize the contents of Alta Mesa's August 6, 2017 Form 8-K; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the August 6, 2017 Form 8-K for a complete and accurate statement of its contents. Bayou City Defendants admit that on March 23, 2017, Silver Run II issued a Prospectus and on January 19, 2018 Silver Run II issued the Proxy, and Bayou City Defendants refer to the Prospectus and Proxy for their description of Mr. Walker and the Business Combination. Bayou City Defendants deny the allegations raised in Paragraph 36 to the extent inconsistent with the Prospectus and/or the Proxy.

**37.** Paragraph 37 purports to characterize the contents of Alta Mesa's March 29, 2018 Form 10-K; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the March 29, 2018 Form 10-K for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in

Paragraph 37 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 37 that are directed toward other defendants.

**38.** Paragraph 38 purports to characterize the contents of Alta Mesa's March 29, 2018 Form 10-K; Bayou City Defendants deny the allegations raised to the extent inconsistent with that documents, and respectfully refer the Court to the March 29, 2018 Form 10-K for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 38 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 38 that are directed toward other defendants.

**39.** Paragraph 39 purports to characterize the contents of Alta Mesa's March 29, 2018 Form 10-K; Bayou City Defendants deny the allegations raised to the extent inconsistent with that documents, and respectfully refer the Court to the March 29, 2018 Form 10-K for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 39 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 39 that are directed toward other defendants.

**40.** Bayou City Defendants refer to the Prospectus and Proxy for their complete description of Mr. Coats and deny any allegations in Paragraph 40 that are inconsistent with the Prospectus and Proxy. Bayou City Defendants deny the remaining allegations in Paragraph 40 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 40 that are directed toward other defendants.

**41.** Paragraph 41 purports to characterize and quote the contents of the Proxy; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. The remaining allegations concern matters of law and procedure to which no response is required.

Bayou City Defendants deny the remaining allegations in Paragraph 41 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 41 that are directed toward other defendants.

**42.** Paragraph 42 purports to characterize the contents of the Alta Mesa's March 29, 2018 Form 10-K, its May 21, 2018 Form 10-Q, its August 15, 2018 Form 10-Q, its November 14, 2018 Form 10-Q, and transcripts of Alta Mesa's earnings calls; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 42 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 42 that are directed toward other defendants.

**43.** Paragraph 43 purports to characterize the contents of Alta Mesa's March 29, 2018 Form 10-K; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the March 29, 2018 Form 10-K for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 43 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 43 that are directed toward other defendants.

**44.** Paragraph 44 purports to characterize the contents of the Proxy and Alta Mesa's March 29, 2018 Form 10-K; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the March 29, 2018 Form 10-K for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 44 that are directed toward them, and lack information

sufficient to admit or deny any of the remaining allegations in Paragraph 44 that are directed toward other defendants.

**45.** Paragraph 45 contains only allegations about matters of law and procedure to which no response is required; to the extent a response is required, Bayou City Defendants deny the allegations in Paragraph 45 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 45 that are directed toward other defendants.

**46.** Paragraph 46 purports to characterize the contents of Alta Mesa's March 29, 2018 Form 10-K; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the March 29, 2018 Form 10-K for a complete and accurate statement of its contents. Bayou City Defendants admit that on January 19, 2018, Silver Run II issued the Proxy, and Bayou City Defendants refer to the Proxy for the contents thereof. Bayou City Defendants deny the remaining allegations in Paragraph 46 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 46 that are directed toward other defendants.

**47.** Paragraph 47 purports to characterize the contents of the Proxy and Alta Mesa's March 29, 2018 Form 10-K; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to the Proxy and the March 29, 2018 Form 10-K for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 47 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 47 that are directed toward other defendants.

**48.** Paragraph 48 purports to characterize the contents of the Proxy and Alta Mesa's March 29, 2018 Form 10-K; Bayou City Defendants deny the allegations raised to the extent

inconsistent with those documents, and respectfully refer the Court to the Proxy and the March 29, 2018 Form 10-K for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 48 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 48 that are directed toward other defendants.

**49.** Paragraph 49 purports to characterize the contents of the Proxy and Alta Mesa's March 29, 2018 Form 10-K; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to the Proxy and the March 29, 2018 Form 10-K for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 49 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 49 that are directed toward other defendants.

**50.** Paragraph 50 purports to characterize the contents of Alta Mesa's March 29, 2018 Form 10-K; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the March 29, 2018 Form 10-K for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 50 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 50 that are directed toward other defendants.

**51.** Paragraph 51 contains only allegations about matters of law and procedure to which no response is required; to the extent a response is required, Bayou City Defendants deny the allegations in Paragraph 51 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 51 that are directed toward other defendants.

**52.** Bayou City Defendants admit that “Riverstone” is defined as including Riverstone Holdings, LLC, Riverstone Investment Group LLC, and Riverstone VI SR II Holdings, LP. Bayou City Defendants further admit that on March 23, 2017, Silver Run II issued the Prospectus, and on January 19, 2018, Silver Run II issued the Proxy, and Bayou City Defendants refer to the Prospectus and the Proxy for their description of Defendant Riverstone and deny the allegations raised to the extent inconsistent with that document. Bayou City Defendants lack information sufficient to admit or deny the remaining allegations in Paragraph 52.

**53.** Bayou City Defendants deny that High Mesa is a relevant non-party. Bayou City Defendants admit the remaining allegations in Paragraph 53.

**54.** Bayou City Defendants admit that on January 19, 2018, Silver Run II issued the Proxy, and Bayou City Defendants refer to the Proxy for its description of the Defendant HPS and deny any allegations in Paragraph 54 that are inconsistent with the Proxy. Bayou City Defendants deny the remaining allegations in Paragraph 54 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 54 that are directed toward other defendants.

**55.** Bayou City Defendants admit that on January 19, 2018, Silver Run II issued the Proxy, and Bayou City Defendants refer to the Proxy for its description of the Defendant HPS and deny any allegations in Paragraph 55 that are inconsistent with the Proxy. Bayou City Defendants deny the remaining allegations in Paragraph 55 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 55 that are directed toward other defendants.

**56.** Paragraph 56 contains only allegations about matters of law and procedure to which no response is required; to the extent a response is required, Bayou City Defendants deny the



allegations in Paragraph 56 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 56 that are directed toward other defendants.

**57.** Bayou City Defendants admit that on January 19, 2018 Silver Run II issued the Proxy, and Bayou City Defendants refer to the Proxy and the contents thereof. Bayou City Defendants deny any allegations that are inconsistent with the Proxy. Bayou City Defendants deny the remaining allegations in Paragraph 57 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 57 that are directed toward other defendants.

**58.** Bayou City Defendants admit High Misa Holdings GP, LLC, filed a Chapter 7 bankruptcy petition on January 24, 2020, and refer the Court to the the Chapter 7 bankruptcy petition for their complete contents. Bayou City Defendants deny any allegations in Paragraph 58 that are inconsistent with the Chapter 7 bankruptcy petition. Bayou City Defendants lack knowledge or information sufficient admit or deny any of the remaining allegations in Paragraph 58.

**59.** Paragraph 59 does not contain any factual allegation to which a response is required, and, instead, contains only generalized or hypothetical allegations; to the extent a response is required, Bayou City Defendants deny the allegations in Paragraph 59.

**60.** Bayou City Defendants lack information sufficient to determine whether there has been a “resurgent interest” in SPAC initial public offerings or the amount of funds raised toward SPACs in 2017. The remaining allegations in Paragraph 60 do not contain any factual allegation to which a response is required, and, instead, contains only generalized or hypothetical allegations; to the extent a response is required, Bayou City Defendants deny the remaining allegations in Paragraph 60.

**61.** Bayou City Defendants note that Paragraph 61 purports to characterize the “NASDAQ rules”; Bayou City Defendants deny the allegations to the extent inconsistent with the NASDAQ-issued rules and respectfully refer the Court to these rules for a complete and accurate statement of their contents. The remainder of Paragraph 61 does not contain any factual allegation to which a response is required, and, instead, contains only generalized or hypothetical allegations; to the extent a response is required, Bayou City Defendants deny the allegations in Paragraph 61.

**62.** Bayou City Defendants lack information sufficient to admit or deny whether and what stockholders in special-purpose acquisition companies (“SPACs”) rely on. The remaining allegations in Paragraph 62 do not contain any factual allegation to which a response is required, and, instead, contain only generalized or hypothetical allegations; to the extent a response is required, Bayou City Defendants deny the remaining allegations in Paragraph 62.

**63.** Bayou City Defendants lack information sufficient to admit or deny the incentives of SPAC founders. The remaining allegations in Paragraph 63 do not contain any factual allegation to which a response is required, and, instead, contain only generalized or hypothetical allegations; to the extent a response is required, Bayou City Defendants deny the remaining allegations in Paragraph 63.

**64.** Bayou City Defendants lack information sufficient to admit or deny whether Ben Dell is a managing partner at the investment firm Kimmeridge Energy, the incentives of SPAC management teams, or what leaders in the finance industry have opined with respect to the incentives of SPAC management teams. The remaining allegations in Paragraph 64 purport to characterize and quote the contents of public documents; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents.

**65.** Bayou City Defendants deny the allegations in Paragraph 65 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 65 that are directed toward other defendants.

**66.** Bayou City Defendants admit that on March 23, 2017, Silver Run II issued a Prospectus, and Bayou City Defendants refer to the Prospectus for its complete contents. Bayou City Defendants deny any allegations in Paragraph 66 that are inconsistent with the Prospectus. Bayou City Defendants deny the allegations in Paragraph 66 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 66 that are directed toward other defendants.

**67.** Paragraph 67 purports to characterize the contents of public documents; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 67 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 67 that are directed toward other defendants.

**68.** Paragraph 68 purports to characterize the contents of the Prospectus issued by Silver Run II on March 23, 2017; Bayou City Defendants deny the allegations raised to the extent inconsistent with the Prospectus, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 68 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 68 that are directed toward other defendants.

**69.** Paragraph 69 purports to characterize the contents of a letter agreement between Riverstone and Alta Mesa; Bayou City Defendants deny the allegations raised to the extent

inconsistent with that document, and respectfully refer the Court to the letter agreement for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 69 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 69 that are directed toward other defendants.

70. Paragraph 70 purports to characterize the contents of a forward purchase agreement and the Prospectus issued by Silver Run II on March 23, 2017; Bayou City Defendants deny the allegations raised to the extent inconsistent with those document, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 70 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 70 that are directed toward other defendants.

71. Bayou City Defendants admit Silver Run II completed the IPO on or about March 24, 2017 and refers to the Prospectus for a complete description of its terms. Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents. Bayou City Defendants deny the remaining allegations in Paragraph 71 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 71 that are directed toward other defendants.

72. The allegations in Paragraph 72 purports to characterize the contents of the Prospectus and public documents; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 72 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 72 that are directed toward other defendants.

73. Paragraph 73 purports to characterize and quote the contents of the Prospectus and public documents; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 73 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 73 that are directed toward other defendants.

74. The allegations in Paragraph 74 purports to characterize and quote the contents of the Prospectus and IPO offering materials; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 74 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 74 that are directed toward other defendants.

75. The allegations in Paragraph 75 purports to characterize and quote the contents of the Prospectus and IPO offering materials; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 75 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 75 that are directed toward other defendants.

76. The allegations in Paragraph 76 purports to characterize and quote the contents of the Prospectus; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to that document for a complete and accurate

statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 76 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 76 that are directed toward other defendants.

**77.** The allegations in Paragraph 77 purports to characterize the contents of the Prospectus; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to that document for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 77 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 77 that are directed toward other defendants.

**78.** Paragraph 78 purports to characterize the contents of the Prospectus; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to that document for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 78 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 78 that are directed toward other defendants.

**79.** Paragraph 79 purports to characterize the contents of the Proxy; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 79 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 79 that are directed toward other defendants.

**80.** Bayou City Defendants admit that on January 19, 2018, Silver Run II issued the Proxy. Bayou City Defendants deny the allegations raised to the extent inconsistent with that

document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 80 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 80 that are directed toward other defendants.

**81.** Bayou City Defendants admit that on January 19, 2018, Silver Run II issued the Proxy, and Bayou City Defendants refer to the Proxy for a description of the relationship between AMH and High Mesa. Bayou City Defendants deny any allegations in Paragraph 81 that are inconsistent with the Proxy. Bayou City Defendants deny the remaining allegations in Paragraph 81 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 81 that are directed toward other defendants.

**82.** The allegations in Paragraph 82 purport to characterize the contents of the joint development agreement; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document or the description of the development agreement contained in the Proxy, and respectfully refer the Court to those documents for a complete and accurate statement of its contents.

**83.** Paragraph 83 purports to characterize the contents of the alleged joint development agreement Bayou City Defendants deny the allegations raised to the extent inconsistent with that document or the description of the development agreement contained in the Proxy, and respectfully refer the Court to those document for a complete and accurate statement of its contents. The remaining allegations concern legal conclusions based on the interpretation of the joint development agreement, which require no response. To the extent a response is required, Bayou City Defendants deny the allegations raised in Paragraph 83.

**84.** Bayou City Defendants admit that Bayou City issued a press release on September 12, 2016. Bayou City Defendants admit that AMH made an announcement on November 10, 2016. The remaining allegations in Paragraph 84 purport to characterize and quote the contents of the press release and announcement noted therein; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to the press release and announcement for a complete and accurate statement of their contents.

**85.** Bayou City Defendants lack information sufficient to admit or deny the allegations in Paragraph 85.

**86.** The allegations in Paragraph 86 purport to characterize the contents of an agreement between Oklahoma Energy and Kingfisher, which is described in the Proxy; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to the alleged agreement for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 86 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 86 that are directed toward other defendants.

**87.** Bayou City Defendants admit that on January 19, 2018, Silver Run II issued the Proxy, and Bayou City Defendants refer to the Proxy for its complete description of the ownership of AMH and Kingfisher. Bayou City Defendants deny any allegations in Paragraph 87 that are inconsistent with the Proxy. Bayou City Defendants deny the remaining allegations in Paragraph 87 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 87 that are directed toward other defendants.

**88.** Bayou City Defendants admit that High Mesa held ownership interests in AMH and Kingfisher before the Business Combination. Bayou City Defendants deny the remaining



allegations in Paragraph 88 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 88 that are directed toward other defendants.

**89.** Bayou City Defendants admit that on August 16, 2017 Silver Run II issued a press release, and Bayou City Defendants refer the Court to the press release and the contents therein. Bayou City Defendants deny any allegations in Paragraph 89 that are inconsistent with the press release. Bayou City Defendants deny the remaining allegations in Paragraph 89 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 89 that are directed toward other defendants.

**90.** Paragraph 90 purports to characterize and quote the contents of the Proxy; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 90 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 90 that are directed toward other defendants.

**91.** Bayou City Defendants deny the allegations in Paragraph 91 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 91 that are directed toward other defendants.

**92.** Paragraph 92 purports to characterize and quote the contents of the Proxy; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 92 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 92 that are directed toward other defendants.

**93.** Paragraph 93 purports to characterize and quote the contents of the Proxy; Bayou City Defendants admit that the quoted language appears in that document, but deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 93 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 93 that are directed toward other defendants.

**94.** Paragraph 94 purports to characterize and quote the contents of a presentation made by Silver Run II on August 17, 2017, and a press release issued by Alta Mesa on August 16, 2017; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to that presentation and press release for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 94 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 94 that are directed toward other defendants.

**95.** Bayou City Defendants admit that AMH's third quarter 2017 earnings call occurred on November 14, 2017. The remaining allegations in Paragraph 95 purport to characterize and quote the contents of the AMH's third quarter 2017 earnings call transcript; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the third quarter 2017 earnings call transcript for a complete and accurate statement of its contents.

**96.** Bayou City Defendants admit that Alta Mesa issued the Proxy on January 19, 2018. The remaining allegations in Paragraph 96 purport to characterize the contents of the Proxy; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents.

Bayou City Defendants deny the remaining allegations in Paragraph 96 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 96 that are directed toward other defendants.

**97.** The allegations in Paragraph 97 purports to characterize and quote the contents of the Proxy; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 97 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 97 that are directed toward other defendants.

**98.** The allegations in Paragraph 98 purport to characterize and quote the contents of the Proxy; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 98 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 98 that are directed toward other defendants.

**99.** The allegations in Paragraph 99 purport to characterize the contents of the Proxy; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 99 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 99 that are directed toward other defendants.

**100.** The allegations in Paragraph 100 purport to characterize and quote the contents of the Proxy; Bayou City Defendants deny the allegations raised to the extent inconsistent with that

document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 100 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 100 that are directed toward other defendants.

**101.** Paragraph 101 purports to characterize the contents of the Proxy; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 101 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 101 that are directed toward other defendants.

**102.** Bayou City Defendants admit that an investor presentation announcing the proposed Business Combination occurred in August 2017. The remaining allegations in Paragraph 102 purport to characterize the contents of the Proxy and that investor presentation; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to the Proxy and that presentation for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 102 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 102 that are directed toward other defendants.

**103.** The allegations in Paragraph 103 purport to characterize and quote the contents of the Proxy; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 103 that are

directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 103 that are directed toward other defendants.

**104.** The allegations in Paragraph 104 purport to characterize and quote the contents of the Proxy; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 104 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 104 that are directed toward other defendants.

**105.** The allegations in Paragraph 105 purport to characterize and quote the contents of the Proxy; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 105 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 105 that are directed toward other defendants.

**106.** Bayou City Defendants deny the allegations in Paragraph 106 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 106 that are directed toward other defendants.

**107.** Bayou City Defendants deny the allegations in Paragraph 107 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 107 that are directed toward other defendants.

**108.** Bayou City Defendants deny the allegations in Paragraph 108 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 108 that are directed toward other defendants.

**109.** Bayou City Defendants deny the allegations in Paragraph 109 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 109 that are directed toward other defendants.

**110.** Bayou City Defendants deny the allegations in Paragraph 110 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 110 that are directed toward other defendants.

**111.** Bayou City Defendants deny the allegations in Paragraph 111 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 111 that are directed toward other defendants.

**112.** Bayou City Defendants deny the allegations in Paragraph 112 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 112 that are directed toward other defendants.

**113.** The allegations in Paragraph 113 purport to characterize and quote the contents of Alta Mesa's August 16, 2017 press release; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to that press release for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 113 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 113 that are directed toward other defendants.

**114.** Bayou City Defendants deny the allegations in Paragraph 114 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 114 that are directed toward other defendants.

**115.** Paragraph 115 purports to characterize the contents of Alta Mesa's internal e-mails; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to those e-mails for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 115 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 115 that are directed toward other defendants.

**116.** Paragraph 116 purports to characterize and quote the contents of Alta Mesa's internal e-mails; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to those e-mails for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 116 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 116 that are directed toward other defendants.

**117.** Bayou City Defendants deny the allegations in Paragraph 117 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 117 that are directed toward other defendants.

**118.** Bayou City Defendants admit that the Alta Mesa stockholders voted in favor of the transaction at a special shareholders meeting on February 6, 2018. Bayou City Defendants deny the remaining allegations in Paragraph 118 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 118 that are directed toward other defendants.

**119.** Bayou City Defendants admit that on February 9, 2018, Alta Mesa issued a press release, and Bayou City Defendants refer the Court to the press release for the contents thereof. Bayou City Defendants deny any allegations in Paragraph 119 that are inconsistent with that press

release. Bayou City Defendants deny the remaining allegations in Paragraph 119 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 119 that are directed toward other defendants.

**120.** The allegations in Paragraph 120 purport to characterize the contents of public documents; Bayou City Defendants deny those allegations to the extent inconsistent with the Proxy and these public documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 120 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 120 that are directed toward other defendants.

**121.** The allegations in Paragraph 121 purport to characterize and quote the contents of public documents; Bayou City Defendants deny the allegations to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the allegations in Paragraph 121 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 121 that are directed toward other defendants.

**122.** The allegations in Paragraph 122 purport to characterize the contents of public documents; Bayou City Defendants deny those allegations to the extent inconsistent with the Proxy and those public documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 122 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 122 that are directed toward other defendants.

**123.** The allegations in Paragraph 123 purport to characterize the contents of public documents; Bayou City Defendants deny those allegations to the extent inconsistent with the Proxy



and those public documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 123 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 123 that are directed toward other defendants.

**124.** The allegations in Paragraph 124 purport to characterize the contents of public documents; Bayou City Defendants deny those allegations to the extent inconsistent with the Proxy and those public documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 124 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 124 that are directed toward other defendants.

**125.** The allegations in Paragraph 125 purport to characterize the contents of public documents; Bayou City Defendants deny those allegations to the extent inconsistent with the Proxy and those public documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 125 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 125 that are directed toward other defendants.

**126.** The allegations in Paragraph 126 purport to characterize the contents of public documents; Bayou City Defendants deny those allegations to the extent inconsistent with the Proxy and those public documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 126 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 126 that are directed toward other defendants.

**127.** The allegations in Paragraph 127 purport to characterize the contents of public documents; Bayou City Defendants deny those allegations to the extent inconsistent with the Proxy and those public documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 127 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 127 that are directed toward other defendants.

**128.** Bayou City Defendants admit that Bayou City had an interest in seeing Alta Mesa succeed. Bayou City Defendants deny the remaining allegations in Paragraph 128 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 128 that are directed toward other defendants.

**129.** Bayou City Defendants admit that Bayou City appointed McMullen to Alta Mesa's Board of Directors following the Business Combination. Paragraph 129 purports to characterize and excerpt the contents of public documents; Bayou City Defendants deny the allegations to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 129 that are directed toward other defendants.

**130.** The allegations in Paragraph 130 purport to characterize the contents of public documents; Bayou City Defendants deny the allegations to the extent inconsistent with the Proxy and those public documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 130 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 130 that are directed toward other defendants.

**131.** The allegations in Paragraph 131 purport to characterize and excerpt the contents of public documents; Bayou City Defendants deny the allegations to the extent inconsistent with Alta Mesa's March 29, 2018 Form 10-K and those public documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 131 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 131 that are directed toward other defendants.

**132.** Bayou City Defendants admit that Alta Mesa issued a press release, filed its Form 10-K, and held an earnings call on March 29, 2018. Paragraph 132 purports to characterize the contents of the Proxy and Alta Mesa's March 29, 2018 press release; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to the Proxy and the earnings release for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 132 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 132 that are directed toward other defendants.

**133.** Paragraph 133 purports to characterize and quote the contents of a conference call transcript from a March 29, 2018, earnings call convened by Alta Mesa; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the transcript for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 133 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 133 that are directed toward other defendants.

**134.** Paragraph 134 purports to characterize the public price of Alta Mesa common stock; Bayou City Defendants deny the allegations to the extent inconsistent with the public record, and respectfully refer the Court to the public record concerning Alta Mesa common stock for a complete and accurate statement of its price. Bayou City Defendants deny the remaining allegations in Paragraph 134 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 134 that are directed toward other defendants.

**135.** Bayou City Defendants admit that Alta Mesa convened an earnings call on March 29, 2018. Paragraph 133 purports to characterize and quote the contents of this earnings call transcript; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to the documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 135 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 135 that are directed toward other defendants.

**136.** Bayou City Defendants lack information sufficient to admit or deny the allegations concerning the expertise and “warnings” of the unidentifiable confidential witness identified as CW2. Bayou City Defendants deny the remaining allegations in Paragraph 136 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 136 that are directed toward other defendants.

**137.** Bayou City Defendants admit that Alta Mesa held an earnings call on March 29, 2018. The remaining allegations in Paragraph 137 purport to characterize and quote the contents of that earnings call transcript; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the transcript for a complete

and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 137 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 137 that are directed toward other defendants.

**138.** Defendants admit that Alta Mesa held an earnings call on March 29, 2018. The remaining allegations in Paragraph 138 purport to characterize and quote the contents of that earnings call transcript; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the transcript for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 138 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 138 that are directed toward other defendants.

**139.** Defendants admit that Alta Mesa held an earnings call on May 14, 2018. The remaining allegations in Paragraph 139 purport to characterize and quote the contents of that earnings call transcript; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the transcript for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 139 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 139 that are directed toward other defendants.

**140.** Bayou City Defendants deny the allegations in Paragraph 140 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 140 that are directed toward other defendants.

**141.** Defendants admit that Alta Mesa issued a press release on August 14, 2018. The remaining allegations in Paragraph 141 purport to characterize and quote the contents of that press release; Bayou City Defendants deny the allegations raised to the extent inconsistent with that

document, and respectfully refer the Court to the press release for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 141 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 141 that are directed toward other defendants.

**142.** Bayou City Defendants deny the allegations in Paragraph 142 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 142 that are directed toward other defendants.

**143.** Defendants admit that Alta Mesa issued a press release on August 14, 2018. The remaining allegations in Paragraph 143 purport to characterize the contents of that press release; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the press release for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 143 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 143 that are directed toward other defendants.

**144.** Paragraph 144 purports to characterize the public price of Alta Mesa common stock; Bayou City Defendants deny the allegations to the extent inconsistent with the public record, and respectfully refer the Court to the public record concerning Alta Mesa common stock for a complete and accurate statement of its price. Bayou City Defendants deny the remaining allegations in Paragraph 144 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 144 that are directed toward other defendants.

**145.** Bayou City Defendants admit that Alta Mesa made a presentation and held an earnings call on August 14, 2018. The remaining allegations in Paragraph 145 purport to

characterize the contents of that presentation and earnings call; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 145 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 145 that are directed toward other defendants.

**146.** Bayou City Defendants admit that Alta Mesa held an earnings call on August 14, 2018. The remaining allegations in Paragraph 146 purport to characterize the contents of that earnings call; Bayou City Defendants deny the allegations raised to the extent inconsistent with that the earnings call transcript, and respectfully refer the Court to that document for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 146 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 146 that are directed toward other defendants.

**147.** The allegations in Paragraph 147 purport to characterize the contents of an earnings call held by Alta Mesa on August 14, 2018; Bayou City Defendants deny the allegations raised to the extent inconsistent with that the earnings call transcript, and respectfully refer the Court to that document for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 147 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 147 that are directed toward other defendants.

**148.** Defendants admit that Alta Mesa issued a press release on November 13, 2018. The remaining allegations in Paragraph 148 purport to characterize the contents of that press release; Bayou City Defendants deny the allegations raised to the extent inconsistent with that the

press release, and respectfully refer the Court to that document for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 148 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 148 that are directed toward other defendants.

**149.** The allegations in Paragraph 149 purport to characterize the contents of a press release issued by Alta Mesa on November 13, 2018; Bayou City Defendants deny the allegations raised to the extent inconsistent with that the press release, and respectfully refer the Court to that document for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 149 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 149 that are directed toward other defendants.

**150.** Bayou City Defendants deny the allegations in Paragraph 150 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 150 that are directed toward other defendants.

**151.** The allegations in Paragraph 151 purport to characterize the Form 10-Q filed by Alta Mesa on November 14, 2018; Bayou City Defendants deny the allegations raised to the extent inconsistent with that 10-Q, and respectfully refer the Court to that document for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 151 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 151 that are directed toward other defendants.

**152.** Paragraph 152 purports to characterize the public price of Alta Mesa common stock; Bayou City Defendants deny the allegations to the extent inconsistent with the public record, and respectfully refer the Court to the public record concerning Alta Mesa common stock for a



complete and accurate statement of its price. Bayou City Defendants deny the remaining allegations in Paragraph 152 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 152 that are directed toward other defendants.

**153.** The allegations in Paragraph 153 purport to characterize press release issued by Alta Mesa on December 20, 2018; Bayou City Defendants deny the allegations raised to the extent inconsistent with that press release, and respectfully refer the Court to that document for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 153 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 153 that are directed toward other defendants.

**154.** Defendants admit that Alta Mesa issued a press release on February 25, 2019. The allegations in Paragraph 154 purport to characterize that press release; Bayou City Defendants deny the allegations raised to the extent inconsistent with this press release, and respectfully refer the Court to that document for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 154 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 154 that are directed toward other defendants.

**155.** The allegations in Paragraph 155 purport to characterize a press release issued by Alta Mesa on February 25, 2019; Bayou City Defendants deny the allegations raised to the extent inconsistent with that press release, and respectfully refer the Court to that document for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 155 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 155 that are directed toward other defendants.

**156.** The allegations in Paragraph 156 purport to characterize a press release issued by Alta Mesa on February 25, 2019; Bayou City Defendants deny the allegations raised to the extent inconsistent with that press release, and respectfully refer the Court to that document for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 156 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 156 that are directed toward other defendants.

**157.** The allegations in Paragraph 157 purport to characterize a press release issued by Alta Mesa on February 25, 2019; Bayou City Defendants deny the allegations raised to the extent inconsistent with that press release, and respectfully refer the Court to that document for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 157 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 157 that are directed toward other defendants.

**158.** Paragraph 158 purports to characterize the public price of Alta Mesa common stock; Bayou City Defendants deny the allegations to the extent inconsistent with the public record, and respectfully refer the Court to the public record concerning Alta Mesa common stock for a complete and accurate statement of its price. Bayou City Defendants deny the remaining allegations in Paragraph 158 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 158 that are directed toward other defendants.

**159.** Bayou City Defendants admit that Alta Mesa filed a Form NT 10-K in March 2019. The allegations in Paragraph 159 purport to characterize that Form NT 10-K; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to that document for a complete and accurate statement of its contents.

Bayou City Defendants deny the remaining allegations in Paragraph 159 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 159 that are directed toward other defendants.

**160.** The allegations in Paragraph 160 purport to characterize a Form 8-K filed by Alta Mesa in March 2019; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to that document for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 160 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 160 that are directed toward other defendants.

**161.** Bayou City Defendants admit that on April 9, 2019, Alta Mesa filed a Form 8-K, and Bayou City Defendants refer to the Form 8-K for its complete description of correspondence with NASDAQ. Bayou City Defendants deny any allegations in Paragraph 161 that are inconsistent with that Form 8-K. Bayou City Defendants deny the remaining allegations in Paragraph 161 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 161 that are directed toward other defendants.

**162.** The allegations in Paragraph 162 purport to characterize a Form NT 10-Q filed by Alta Mesa on May 13, 2019, and a press release issued by Alta Mesa on May 17, 2019; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 162 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 162 that are directed toward other defendants.

**163.** The allegations in Paragraph 163 purport to characterize a Form 10-K filed by Alta Mesa on May 17, 2019; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to that document for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 163 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 163 that are directed toward other defendants.

**164.** The allegations in Paragraph 164 purport to characterize a Form 10-K filed by Alta Mesa on May 17, 2019; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to that document for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 164 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 164 that are directed toward other defendants.

**165.** The allegations in Paragraph 165 purport to characterize a Form 10-K filed by Alta Mesa on May 17, 2019; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to that document for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 165 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 165 that are directed toward other defendants.

**166.** The allegations in Paragraph 166 purport to characterize a Form 10-K filed by Alta Mesa on May 17, 2019; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to that document for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in

Paragraph 166 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 166 that are directed toward other defendants.

**167.** Paragraph 167 purports to characterize the public price of Alta Mesa common stock; Bayou City Defendants deny the allegations to the extent inconsistent with the public record, and respectfully refer the Court to the public record concerning Alta Mesa common stock for a complete and accurate statement of its price. Bayou City Defendants deny the remaining allegations in Paragraph 167 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 167 that are directed toward other defendants.

**168.** Paragraph 168 purports to characterize the public price of Alta Mesa common stock; Bayou City Defendants deny the allegations to the extent inconsistent with the public record, and respectfully refer the Court to the public record concerning Alta Mesa common stock for a complete and accurate statement of its price. Bayou City Defendants deny the remaining allegations in Paragraph 168 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 168 that are directed toward other defendants.

**169.** Bayou City Defendants deny the allegations in Paragraph 169 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 169 that are directed toward other defendants.

**170.** The allegations in Paragraph 170 purport to characterize a Form 8-K filed by Alta Mesa in July, 2019; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to that document for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 170

that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 170 that are directed toward other defendants.

**171.** The allegations in Paragraph 171 purport to characterize a Form NT 10-Q filed by Alta Mesa on August 12, 2019; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to that document for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 171 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 171 that are directed toward other defendants.

**172.** The allegations in Paragraph 172 purport to characterize the voluntary petitions for reorganization under Chapter 11 of the United States Bankruptcy Code filed by Alta Mesa and other entities on September 11, 2019 as well as the Form 8-K filed by Alta Mesa on September 12, 2019; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 172 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 172 that are directed toward other defendants.

**173.** Bayou City Defendants admit that Alta Mesa filed a Form 10-Q on October 1, 2019, and Bayou City Defendants refer to that Form 10-Q for its complete description of Alta Mesa stock. Bayou City Defendants deny any allegations in Paragraph 173 that are inconsistent with that Form 10-Q. Bayou City Defendants deny the remaining allegations in Paragraph 173 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 173 that are directed toward other defendants.

**174.** The allegations in Paragraph 174 purport to characterize the voluntary petitions for reorganization filed by subsidiaries of Alta Mesa in January 2020; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 174 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 174 that are directed toward other defendants.

**175.** The allegations in Paragraph 174 purport to characterize a press release issued by BCE-Mach III on January 28, 2020; Bayou City Defendants deny the allegations raised to the extent inconsistent with that press release, and respectfully refer the Court to that press release for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 175 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 175 that are directed toward other defendants.

**176.** Bayou City Defendants deny the allegations in Paragraph 176 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 176 that are directed toward other defendants.

**177.** Bayou City Defendants deny the allegations in Paragraph 177 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 177 that are directed toward other defendants.

**178.** Paragraph 178 purports to characterize and excerpt the contents of public documents; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate

statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 178 that are directed toward them, and are without information sufficient to admit or deny any of the remaining allegations in Paragraph 178 that are directed toward other defendants.

**179.** Bayou City Defendants deny the allegations in Paragraph 179 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 179 that are directed toward other defendants.

**180.** Paragraph 180 purports to characterize the contents of testimony from the AMH Bankruptcy Proceedings in January 2020; Bayou City Defendants deny the allegations raised to the extent inconsistent with the transcript of those proceedings, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 180 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 180 that are directed toward other defendants.

**181.** Bayou City Defendants admit that Alta Mesa filed a Form 10-K on March 29, 2018, which provides a complete description of Alta Mesa's Board. The allegations in Paragraph 181 purport to characterize the contents of this document; Bayou City Defendants deny the allegations raised to the extent inconsistent with this documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 181 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 181 that are directed toward other defendants.

**182.** Bayou City Defendants admit that a Kingfisher Midstream, LLC board meeting occurred on September 3, 2019, and refer the Court to the minutes to such meetings the contents



and attendance thereof. Bayou City Defendants deny any allegations inconsistent with these minutes. Bayou City Defendants deny the remaining allegations in Paragraph 182 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 182 that are directed toward other defendants.

**183.** The allegations in Paragraph 183 purport to characterize and quote the contents of a press release issued by Silver Run II on August 16, 2017; Bayou City Defendants deny the allegations raised to the extent inconsistent with that press release, and respectfully refer the Court to the press release for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 183 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 183 that are directed toward other defendants.

**184.** Bayou City Defendants deny the allegations in Paragraph 184 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 184 that are directed toward other defendants.

**185.** Bayou City Defendants admit that Silver Run II held a conference call and made a presentation on August 17, 2017. The allegations in Paragraph 185 purport to characterize and quote the contents of the transcript from that call and a presentation; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 185 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 185 that are directed toward other defendants.

**186.** Bayou City Defendants deny the allegations in Paragraph 186 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 186 that are directed toward other defendants.

**187.** The allegations in Paragraph 187 purport to characterize and quote the contents of an August 17, 2017 call transcript; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to that document for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 187 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 187 that are directed toward other defendants.

**188.** Bayou City Defendants deny the allegations in Paragraph 188 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 188 that are directed toward other defendants.

**189.** The allegations in Paragraph 189 purport to characterize and quote the contents of the August 17, 2017 presentation; Bayou City Defendants admit that the quoted language appears in that document, but deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to that presentation for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 189 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 189 that are directed toward other defendants.

**190.** Bayou City Defendants deny the allegations in Paragraph 190 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 190 that are directed toward other defendants.

**191.** Paragraph 191 purports to characterize and quote the contents of the Proxy; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 191 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 191 that are directed toward other defendants.

**192.** The allegations in Paragraph 192 purport to characterize and quote the contents of the Proxy; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 192 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 192 that are directed toward other defendants.

**193.** Bayou City Defendants deny the remaining allegations in Paragraph 193 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 193 that are directed toward other defendants.

**194.** The allegations in Paragraph 194 purport to characterize the contents of the Proxy; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 194 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 194 that are directed toward other defendants.

**195.** Bayou City Defendants deny the remaining allegations in Paragraph 195 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 195 that are directed toward other defendants.

**196.** Bayou City Defendants deny the allegations in Paragraph 196 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 196 that are directed toward other defendants.

**197.** The allegations in Paragraph 197 purport to characterize and quote the contents of a presentation issued by Silver Run II on August 17, 2018; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the presentation for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 197 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 197 that are directed toward other defendants.

**198.** Bayou City Defendants deny the allegations in Paragraph 198 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 198 that are directed toward other defendants.

**199.** The allegations in Paragraph 199 purport to characterize and excerpt the contents of the Proxy; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 199 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 199 that are directed toward other defendants.

**200.** The allegations in Paragraph 200 purport to characterize and quote the contents of the Proxy; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 200 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 200 that are directed toward other defendants.

**201.** Bayou City Defendants deny the allegations in Paragraph 201 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 201 that are directed toward other defendants.

**202.** Bayou City Defendants admit that Chappelle participated in the ENERCOM Dallas conference on February 21, 2018 and made a presentation. The remaining allegations in Paragraph 202 purport to characterize and quote the contents of that presentation; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the PowerPoint presentation for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 202 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 202 that are directed toward other defendants.

**203.** Bayou City Defendants deny the allegations in Paragraph 203 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 203 that are directed toward other defendants.

**204.** Bayou City Defendants admit that Alta Mesa issued a press release on March 29, 2018. The remaining allegations in Paragraph 204 purport to characterize and quote the contents of the press release; Bayou City Defendants deny the allegations raised to the extent inconsistent

with that document, and respectfully refer the Court to the press release for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 204 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 204 that are directed toward other defendants.

**205.** Bayou City Defendants deny the allegations in Paragraph 205 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 205 that are directed toward other defendants.

**206.** Bayou City Defendants admit that Alta Mesa hosted an earnings call on March 29, 2018. The remaining allegations in Paragraph 206 purport to characterize and quote the contents of the earnings call transcript; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the results for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 206 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 206 that are directed toward other defendants.

**207.** Bayou City Defendants admit that Alta Mesa hosted the March 29, 2018 conference call. Bayou City Defendants admit that Chappelle showed participants a presentation during the conference call. The remaining allegations in Paragraph 207 purport to characterize and excerpt the contents of that presentation; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the presentation for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 207 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 207 that are directed toward other defendants.

**208.** Bayou City Defendants deny the allegations in Paragraph 208 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 208 that are directed toward other defendants.

**209.** The allegations in Paragraph 209 purport to characterize and quote the contents of Alta Mesa's March 29, 2018 earnings call transcript; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the transcript for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 209 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 209 that are directed toward other defendants.

**210.** The allegations in Paragraph 210 purport to characterize and quote the contents of Alta Mesa's March 29, 2018 earnings call transcript; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the transcript for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 209 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 209 that are directed toward other defendants.

**211.** Bayou City Defendants deny the allegations in Paragraph 211 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 211 that are directed toward other defendants.

**212.** Bayou City Defendants admit that Alta Mesa filed a Form 10-K for 2017. The remaining allegations in Paragraph 212 purport to characterize and quote the contents of the 10-K; Bayou City Defendants deny the allegations raised to the extent inconsistent with that

document, and respectfully refer the Court to the 10-K for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 212 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 212 that are directed toward other defendants.

**213.** Paragraph 213 purports to characterize the contents of the Alta Mesa's Form 10-K for 2017; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the 10-K for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 213 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 213 that are directed toward other defendants.

**214.** Bayou City Defendants deny the allegations in Paragraph 214 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 214 that are directed toward other defendants.

**215.** Bayou City Defendants admit that Chappelle participated in the Oil & Gas Investment Symposium ("OGIS") in New York City on April 9, 2018. Bayou City Defendants lacks information sufficient to admit or deny any of the remaining allegations in Paragraph 215.

**216.** Bayou City Defendants deny the allegations in Paragraph 216 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 216 that are directed toward other defendants.

**217.** Bayou City Defendants admit that Chappelle showed a presentation during the April 9, 2018 OGIS conference. The remaining allegations in Paragraph 217 purport to characterize and excerpt the contents of that presentation; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to



the presentation for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 217 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 217 that are directed toward other defendants.

**218.** Bayou City Defendants deny the allegations in Paragraph 218 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 218 that are directed toward other defendants.

**219.** Bayou City Defendants admit Alta Mesa hosted an earnings call on May 14, 2018. The remaining allegations in Paragraph 219 purport to characterize and excerpt the contents of a presentation from the call; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the presentation for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 219 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 219 that are directed toward other defendants.

**220.** The allegations in Paragraph 220 purport to characterize and quote the contents of a transcript from Alta Mesa's May 14, 2018 earnings call; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the transcript for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 220 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 220 that are directed toward other defendants.

**221.** Bayou City Defendants deny the allegations in Paragraph 221 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 221 that are directed toward other defendants.

**222.** Bayou City Defendants admit that Alta Mesa filed a Form 10-Q on May 21, 2018. The remaining allegations in Paragraph 222 purport to characterize and quote the contents of the Form 10-Q; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Form 10-Q for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 222 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 222 that are directed toward other defendants.

**223.** Bayou City Defendants deny the allegations in Paragraph 223 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 223 that are directed toward other defendants.

**224.** The allegations in Paragraph 224 purport to characterize and quote the contents of Alta Mesa's Form 10-Q filed on May 21, 2018; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Form 10-Q for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 224 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 224 that are directed toward other defendants.

**225.** Bayou City Defendants deny the allegations in Paragraph 225 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 225 that are directed toward other defendants.

**226.** The allegations in Paragraph 226 purport to characterize the contents of Alta Mesa's Form 10-Q filed on May 21, 2018; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Form 10-Q for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 226 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 226 that are directed toward other defendants.

**227.** Bayou City Defendants deny the allegations in Paragraph 227 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 227 that are directed toward other defendants.

**228.** The allegations in Paragraph 228 purport to characterize the contents of Alta Mesa's Form 10-Q filed on May 21, 2018; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Form 10-Q for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 228 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 228 that are directed toward other defendants.

**229.** Bayou City Defendants deny the allegations in Paragraph 229 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 229 that are directed toward other defendants.

**230.** Bayou City Defendants admit Alta Mesa hosted an earnings call on August 14, 2018. The remaining allegations in Paragraph 230 purport to characterize and excerpt the contents of a presentation from the call; Bayou City Defendants deny the allegations raised to the extent

inconsistent with that document, and respectfully refer the Court to the presentation for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 230 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 230 that are directed toward other defendants.

**231.** Bayou City Defendants deny the allegations in Paragraph 231 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 231 that are directed toward other defendants.

**232.** Bayou City Defendants admit that Alta Mesa filed a Form 10-Q on August 15, 2018. The remaining allegations in Paragraph 232 purport to characterize and quote the contents of Alta Mesa's Form 10-Q filed on August 15, 2018; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Form 10-Q for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 232 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 232 that are directed toward other defendants.

**233.** Bayou City Defendants deny the allegations in Paragraph 233 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 233 that are directed toward other defendants.

**234.** Bayou City Defendants admit that Alta Mesa filed a Form 10-Q on August 15, 2018. The remaining allegations in Paragraph 234 purport to characterize and quote the contents of Alta Mesa's Form 10-Q filed on August 15, 2018; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Form 10-Q for a complete and accurate statement of its contents. Bayou City Defendants deny the

remaining allegations in Paragraph 234 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 234 that are directed toward other defendants.

**235.** Paragraph 235 purports to characterize the contents of Alta Mesa's Form 10-Q filed on August 15, 2018 and an earnings call held on August 14, 2018; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 235 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 235 that are directed toward other defendants.

**236.** Bayou City Defendants deny the allegations in Paragraph 236 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 236 that are directed toward other defendants.

**237.** The allegations in Paragraph 237 purport to characterize the contents of Alta Mesa's Form 10-Q filed on August 15, 2018; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Form 10-Q for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 237 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 237 that are directed toward other defendants.

**238.** The allegations in Paragraph 238 purport to characterize and quote the contents of Alta Mesa's Form 10-Q filed on August 15, 2018; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Form

10-Q for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 238 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 238 that are directed toward other defendants.

**239.** The allegations in Paragraph 239 purport to characterize the contents of Alta Mesa's Form 10-Q filed on August 15, 2018; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Form 10-Q for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 239 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 239 that are directed toward other defendants.

**240.** Bayou City Defendants deny the allegations in Paragraph 240 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 240 that are directed toward other defendants.

**241.** Bayou City Defendants admit that Chappelle participated in the Barclays CEO Energy-Power Conference in New York City on September 6, 2018. The remaining allegations in Paragraph 241 purport to characterize and quote the contents of a transcript of remarks from that conference; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the transcript for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 241 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 241 that are directed toward other defendants.

**242.** Bayou City Defendants deny the allegations in Paragraph 242 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 242 that are directed toward other defendants.

**243.** Bayou City Defendants admit that Chappelle used a presentation during the CEO Energy Power Conference. The remaining allegations in Paragraph 243 purport to characterize and excerpt the contents of that presentation; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the presentation for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 243 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 243 that are directed toward other defendants.

**244.** Bayou City Defendants deny the allegations in Paragraph 244 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 244 that are directed toward other defendants.

**245.** Bayou City Defendants admit that Alta Mesa filed a Form 10-Q on November 14, 2018. The remaining allegations in Paragraph 245 purport to characterize and quote the contents of Alta Mesa's Form 10-Q filed on November 14, 2018; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Form 10-Q for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 245 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 245 that are directed toward other defendants.

**246.** Bayou City Defendants deny the allegations in Paragraph 246 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 246 that are directed toward other defendants.

**247.** The allegations in Paragraph 247 purport to characterize and quote the contents of Alta Mesa's Form 10-Q filed on November 14, 2018; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Form 10-Q for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 247 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 247 that are directed toward other defendants.

**248.** Bayou City Defendants deny the allegations in Paragraph 248 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 248 that are directed toward other defendants.

**249.** The allegations in Paragraph 249 purport to characterize and quote the contents of Alta Mesa's Form 10-Q filed on November 14, 2018; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Form 10-Q for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 249 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 249 that are directed toward other defendants.

**250.** The allegations in Paragraph 250 purport to characterize the contents of Alta Mesa's Form 10-Q filed on November 14, 2018; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the Form



10-Q for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 250 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 250 that are directed toward other defendants.

**251.** Bayou City Defendants deny the allegations in Paragraph 251 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 251 that are directed toward other defendants.

**252.** Bayou City Defendants deny the allegations in Paragraph 252 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 252 that are directed toward other defendants.

**253.** Bayou City Defendants admit that AMH held an earnings call on August 11, 2016. The remaining allegations in Paragraph 253 purport to characterize and quote the contents of the transcript from that call; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the transcript for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 253 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 253 that are directed toward other defendants.

**254.** Bayou City Defendants admit that AMH held an earnings call on November 10, 2016. The remaining allegations in Paragraph 254 purport to characterize and quote the contents of the transcript from that call; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the transcript for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in

Paragraph 254 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 254 that are directed toward other defendants.

**255.** The allegations in Paragraph 255 purport to characterize and quote the contents of the AMH's earnings call on November 10, 2016; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the transcript for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 255 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 255 that are directed toward other defendants.

**256.** Bayou City Defendants admit that AMH held an earnings call on March 30, 2017. The remaining allegations in Paragraph 256 purport to characterize and quote the contents of the transcript from that call; Bayou City Defendants deny the allegations raised to the extent inconsistent with that document, and respectfully refer the Court to the transcript for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 256 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 256 that are directed toward other defendants.

**257.** Bayou City Defendants lack information sufficient to admit or deny the allegation that the information in Paragraphs 260–275 are from CW1. Bayou City Defendants lack information sufficient to admit or deny the allegation that the information in Paragraph 259 is from CW2, or that such information was consistent with the information provided by CW1 in other paragraphs referenced in Paragraph 257. Bayou City Defendants deny the remaining allegations in Paragraph 257 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 257 that are directed toward other defendants.

**258.** Bayou City Defendants deny the allegations in Paragraph 258 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 258 that are directed toward other defendants.

**259.** Bayou City Defendants deny the allegations in Paragraph 259 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 259 that are directed toward other defendants.

**260.** Bayou City Defendants deny the allegations in Paragraph 260 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 260 that are directed toward other defendants.

**261.** Paragraph 261 purports to characterize the contents of Alta Mesa's long-term projections prior to September 2017; Bayou City Defendants deny the allegations raised to the extent inconsistent with those documents, and respectfully refer the Court to those projections for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 261 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 261 that are directed toward other defendants.

**262.** The fourth sentence of Paragraph 262 does not contain any factual allegation to which a response is required, and, instead, contains only generalized or hypothetical allegations; to the extent a response is required, Bayou City Defendants deny those allegations. Bayou City Defendants lack information sufficient to admit or deny the remaining allegations in Paragraph 262.

**263.** The allegations in Paragraph 263 do not contain any factual allegation to which a response is required, and, instead, contain only generalized or hypothetical allegations; to the

extent a response is required, Bayou City Defendants deny the allegations in Paragraph 263 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 263 that are directed toward other defendants.

**264.** Bayou City Defendants deny the allegations in Paragraph 264 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 264 that are directed toward other defendants.

**265.** The allegations in the first two sentences of Paragraph 263 do not contain any factual allegation to which a response is required, and, instead, contain only generalized or hypothetical allegations; to the extent a response is required, Bayou City Defendants deny those allegations. Bayou City Defendants deny the remaining allegations in Paragraph 265 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 265 that are directed toward other defendants.

**266.** The allegations in Paragraph 266 do not contain any factual allegation to which a response is required, and, instead, contain only generalized or hypothetical allegations; to the extent a response is required, Bayou City Defendants deny those allegations. Bayou City Defendants deny the remaining allegations in Paragraph 266 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 266 that are directed toward other defendants.

**267.** Bayou City Defendants deny the allegations in Paragraph 267 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 267 that are directed toward other defendants.

**268.** Bayou City Defendants deny the allegations in Paragraph 268 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 268 that are directed toward other defendants.

**269.** The allegations in Paragraph 269 do not contain any factual allegation to which a response is required, and, instead, contains only generalized or hypothetical allegations; to the extent a response is required, Bayou City Defendants deny the allegations in Paragraph 269 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 269 that are directed toward other defendants.

**270.** The allegations in Paragraph 270 do not contain any factual allegation to which a response is required, and, instead, contains only generalized or hypothetical allegations; to the extent a response is required, Bayou City Defendants deny the allegations in Paragraph 270 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 270 that are directed toward other defendants.

**271.** Bayou City Defendants deny the allegations in Paragraph 271 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 271 that are directed toward other defendants.

**272.** Bayou City Defendants deny the allegations in Paragraph 272 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 272 that are directed toward other defendants.

**273.** Bayou City Defendants deny the allegations in Paragraph 273 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 273 that are directed toward other defendants.

**274.** Bayou City Defendants deny the allegations in Paragraph 274 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 274 that are directed toward other defendants.

**275.** Bayou City Defendants deny the allegations in Paragraph 275 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 275 that are directed toward other defendants.

**276.** The allegations in Paragraph 276 purport to characterize the contents of the Proxy; Bayou City Defendants deny the allegations to the extent inconsistent with the Proxy, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 276 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 276 that are directed toward other defendants.

**277.** The allegations in Paragraph 277 purports to characterize the contents of the Proxy; Bayou City Defendants deny the allegations to the extent inconsistent with the Proxy, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 277 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 277 that are directed toward other defendants.

**278.** Bayou City Defendants deny the allegations in Paragraph 278 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 278 that are directed toward other defendants.

**279.** Bayou City Defendants deny the allegations in Paragraph 279 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 279 that are directed toward other defendants.

**280.** Paragraph 280 purports to characterize the contents of the Proxy; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to that document for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 280 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 280 that are directed toward other defendants.

**281.** Bayou City Defendants admit that Silver Run II issued the Proxy on January 19, 2018. Paragraph 281 purports to characterize the contents of the Proxy; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 281 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 281 that are directed toward other defendants.

**282.** The allegations in Paragraph 282 purports to characterize and quote the contents of the Proxy; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 282 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 282 that are directed toward other defendants.

**283.** The allegations in Paragraph 283 purports to characterize the contents of the Proxy; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 283 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 283 that are directed toward other defendants.

**284.** Bayou City Defendants deny the allegations in Paragraph 284 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 284 that are directed toward other defendants.

**285.** Bayou City Defendants deny the allegations in Paragraph 285 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 285 that are directed toward other defendants.

**286.** The allegations in Paragraph 286 purport to characterize and quote the contents of the Proxy; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 286 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 286 that are directed toward other defendants.

**287.** Bayou City Defendants deny the allegations in Paragraph 287 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 287 that are directed toward other defendants.

**288.** Bayou City Defendants admit that Alta Mesa issued a press release on February 9, 2018, and refer to this press release for its complete description of the Business Combination.



Bayou City Defendants deny any allegations that are inconsistent with the press release. Paragraph 288 also purports to characterize the contents of the Proxy; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 288 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 288 that are directed toward other defendants.

**289.** Bayou City Defendants deny the allegations in Paragraph 289 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 289 that are directed toward other defendants.

**290.** Bayou City Defendants admit that a press release was released on February 9, 2018, and refer to that press release for its contents. Bayou City Defendants deny any allegations in Paragraph 290 that are inconsistent with the press release. Bayou City Defendants deny the remaining allegations in Paragraph 290 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 290 that are directed toward other defendants.

**291.** Bayou City Defendants admit that Alta Mesa issued a press release on March 29, 2018. The remaining allegations in Paragraph 291 purport to characterize the contents of the press release; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to that press release for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 291 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 291 that are directed toward other defendants.

**292.** Bayou City Defendants admit that Alta Mesa issued a press release on August 14, 2018. The remaining allegations in Paragraph 292 purport to characterize the contents of those results; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to those results for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 292 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 292 that are directed toward other defendants.

**293.** Paragraph 293 purports to characterize the public price of Alta Mesa common stock; Bayou City Defendants deny the allegations to the extent inconsistent with the public record, and respectfully refer the Court to the public record concerning Alta Mesa common stock for a complete and accurate statement of its price. Bayou City Defendants deny the remaining allegations in Paragraph 293 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 293 that are directed toward other defendants.

**294.** Paragraph 294 contains only allegations about matters of law and procedure to which no response is required; to the extent a response is required, Bayou City Defendants deny the allegations in Paragraph 294 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 294 that are directed toward other defendants.

**295.** Bayou City Defendants deny the allegations in Paragraph 295 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 295 that are directed toward other defendants.

**296.** Bayou City Defendants deny the allegations in Paragraph 296 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 296 that are directed toward other defendants.

**297.** Bayou City Defendants admit that Alta Mesa filed its 2017 Form 10-K and issued a press release announcing its 2017 financial results on March 29, 2018. The remaining allegations in Paragraph 297 purport to characterize the contents of the 10-K, press release, and the Proxy; Bayou City Defendants deny the allegations to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 297 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 297 that are directed toward other defendants.

**298.** Paragraph 298 purports to characterize the public price of Alta Mesa common stock, the S&P 500 Index (“SPX”), and the S&P Commodity Producers Oil & Gas Exploration & Production Total Return Index (“SPCPOGT”); Bayou City Defendants deny the allegations to the extent inconsistent with the public record, and respectfully refer the Court to the public record concerning Alta Mesa common stock, the SPX, and the SPCPOGT for a complete and accurate statement of those figures. Bayou City Defendants deny the remaining allegations in Paragraph 298 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 298 that are directed toward other defendants.

**299.** Paragraph 299 purports to characterize and quote the contents of Alta Mesa’s March 29, 2018 earnings call transcript; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to that transcript for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in

Paragraph 299 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 299 that are directed toward other defendants.

**300.** The allegations in Paragraph 300 purport to characterize and quote the contents of Alta Mesa's March 29, 2018 earnings call transcript; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to that transcript for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 300 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 300 that are directed toward other defendants.

**301.** The allegations in Paragraph 301 purport to characterize and quote the contents of Alta Mesa's March 29, 2018 earnings call transcript; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to that transcript for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 301 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 301 that are directed toward other defendants.

**302.** The allegations in Paragraph 302 purport to characterize and quote the contents of Alta Mesa's March 29, 2018 earnings call transcript; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to that transcript for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 302 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 302 that are directed toward other defendants.

**303.** The allegations in Paragraph 303 purport to characterize and quote the contents of Alta Mesa's March 29, 2018 earnings call transcript; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to that transcript for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 303 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 303 that are directed toward other defendants.

**304.** Bayou City Defendants admit that Alta Mesa filed a 2017 Form 10-K. The remaining allegations in Paragraph 304 purport to characterize and quote the contents of Alta Mesa's 2017 10-K; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to that Form 10-K for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 304 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 304 that are directed toward other defendants.

**305.** Bayou City Defendants deny the allegations in Paragraph 305 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 305 that are directed toward other defendants.

**306.** Bayou City Defendants admit that Alta Mesa held an earnings call on May 14, 2018. Paragraph 306 purports to characterize and quote the contents of the earnings call transcript; Bayou City Defendants deny the allegations to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 306 that are directed

toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 306 that are directed toward other defendants.

**307.** Paragraph 307 purports to characterize and quote the contents of Alta Mesa's May 14, 2018 earnings call transcript; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to that transcript for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 307 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 307 that are directed toward other defendants.

**308.** Bayou City Defendants admit that Imperial Capital issued a report on May 15, 2018. The remaining allegations in Paragraph 308 purport to characterize and quote the contents of that report; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to that report for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 308 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 308 that are directed toward other defendants.

**309.** Bayou City Defendants admit that Alta Mesa filed a Form 10-Q on August 14, 2018. Bayou City Defendants admit that Alta Mesa issued a press release on August 14, 2018. The remaining allegations in Paragraph 309 purport to characterize the contents of that 10-Q and press release; Bayou City Defendants deny the allegations to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 309 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 309 that are directed toward other defendants.

**310.** Paragraph 310 purports to characterize the contents of Alta Mesa's August 14, 2018 10-Q, its August 14, 2018 press release, and the Proxy; Bayou City Defendants deny the allegations to the extent inconsistent with those documents, and respectfully refer the Court to those document for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 310 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 310 that are directed toward other defendants.

**311.** The allegations in Paragraph 311 purports to characterize the contents of Alta Mesa's August 14, 2018 10-Q, its August 14, 2018 press release, and the Proxy; Bayou City Defendants deny the allegations to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 311 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 311 that are directed toward other defendants.

**312.** Paragraph 312 purports to characterize the public price of Alta Mesa common stock, the SPX, and the SPCPOGT; Bayou City Defendants deny the allegations to the extent inconsistent with the public record, and respectfully refer the Court to the public record concerning Alta Mesa common stock, the SPX, and the SPCPOGT for a complete and accurate statement of those figures. Bayou City Defendants deny the remaining allegations in Paragraph 312 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 312 that are directed toward other defendants.

**313.** Bayou City Defendants admit that Alta Mesa held an earnings call on August 14, 2018. Paragraph 313 purports to characterize and quote the contents of the transcript from that

call; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to that transcript for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 313 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 313 that are directed toward other defendants.

**314.** Paragraph 314 purports to characterize and quote the contents of the transcript from Alta Mesa's August 14, 2018 earnings call; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to that transcript for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 314 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 314 that are directed toward other defendants.

**315.** The allegations in Paragraph 315 purport to characterize and quote the contents of the transcript from Alta Mesa's August 14, 2018 earnings call; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to that transcript for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 315 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 315 that are directed toward other defendants.

**316.** The allegations in Paragraph 316 purport to characterize and quote the contents of Alta Mesa's Second Quarter 2018 10-Q; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to that transcript for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in



Paragraph 316 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 316 that are directed toward other defendants.

**317.** Bayou City Defendants deny the allegations in Paragraph 317 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 317 that are directed toward other defendants.

**318.** Bayou City Defendants admit that Alta Mesa filed a 10-Q on November 13, 2018. Bayou City Defendants admit that Alta Mesa issued a press release on November 13, 2018. The remaining allegations in Paragraph 318 purport to characterize the contents of the 10-Q and press release; Bayou City Defendants deny the allegations to the extent inconsistent with those documents, and respectfully refer the Court to those documents for a complete and accurate statement of their contents. Bayou City Defendants deny the remaining allegations in Paragraph 318 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 318 that are directed toward other defendants.

**319.** Paragraph 319 purports to characterize the public price of Alta Mesa common stock, the SPX, and the SPCPOGT; Bayou City Defendants deny the allegations to the extent inconsistent with the public record, and respectfully refer the Court to the public record concerning Alta Mesa common stock, the SPX, and the SPCPOGT for a complete and accurate statement of those figures. Bayou City Defendants deny the remaining allegations in Paragraph 319 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 319 that are directed toward other defendants.

**320.** Bayou City Defendants admit that an earnings call occurred on November 13, 2018. Paragraph 320 purports to characterize and quote the contents of the transcript from the earnings call; Bayou City Defendants deny the allegations to the extent inconsistent with that document,

and respectfully refer the Court to that transcript for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 320 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 320 that are directed toward other defendants.

**321.** Paragraph 321 purports to characterize and quote the contents of Alta Mesa's third quarter 2018 Form 10-Q; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to the Form 10-Q for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 321 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 321 that are directed toward other defendants.

**322.** Paragraph 322 purports to characterize the contents of Alta Mesa's 10-Q; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to that document for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 322 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 322 that are directed toward other defendants.

**323.** Bayou City Defendants deny the allegations in Paragraph 323 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 323 that are directed toward other defendants.

**324.** Bayou City Defendants admit that Alta Mesa filed a Form 8-K on February 25, 2019. The remaining allegations in Paragraph 324 purport to characterize and quote the contents of that 8-K; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to the Form 8-K for a complete and accurate statement

of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 324 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 324 that are directed toward other defendants.

**325.** The allegations in Paragraph 325 purport to characterize and quote the contents of Alta Mesa's 8-K filed February 25, 2019; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to the Form 8-K for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 325 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 325 that are directed toward other defendants.

**326.** The allegations in Paragraph 326 purport to characterize the contents of Alta Mesa's 8-K filed February 25, 2019; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to the Form 8-K for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 326 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 326 that are directed toward other defendants.

**327.** The allegations in Paragraph 327 purport to characterize and quote the contents of Alta Mesa's 8-K filed February 25, 2019; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to the Form 8-K for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 327 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 327 that are directed toward other defendants.

**328.** Paragraph 328 purports to characterize the public price of Alta Mesa common stock, the SPX, and the SPCPOGT; Bayou City Defendants deny the allegations to the extent

inconsistent with the public record, and respectfully refer the Court to the public record concerning Alta Mesa common stock, the SPX, and the SPCPOGT for a complete and accurate statement of those figures. Bayou City Defendants deny the remaining allegations in Paragraph 328 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 328 that are directed toward other defendants.

**329.** Bayou City Defendants admit that Alta Mesa Holdings, LP filed a Form 10-K on May 17, 2019. Paragraph 329 purports to characterize and quote the contents of that Form 10-K; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to the announcement for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 329 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 329 that are directed toward other defendants.

**330.** The allegations in Paragraph 330 purport to characterize and quote the contents of Alta Mesa's press release on May 17, 2019; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to the announcement for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 330 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 330 that are directed toward other defendants.

**331.** The allegations in Paragraph 331 purport to characterize and quote the contents of Alta Mesa's press release on May 17, 2019; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to the announcement for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining

allegations in Paragraph 331 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 331 that are directed toward other defendants.

**332.** The allegations in Paragraph 332 purport to characterize the contents of the Form 10-K filed on May 17, 2019; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to the announcement for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 332 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 332 that are directed toward other defendants.

**333.** Paragraph 333 purports to characterize the public price of Alta Mesa common stock; Bayou City Defendants deny the allegations to the extent inconsistent with the public record, and respectfully refer the Court to the public record concerning Alta Mesa common stock for a complete and accurate statement of its price. Bayou City Defendants deny the remaining allegations in Paragraph 333 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 333 that are directed toward other defendants.

**334.** Bayou City Defendants deny the allegations in Paragraph 334 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 334 that are directed toward other defendants.

**335.** Bayou City Defendants deny the allegations in Paragraph 335 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 335 that are directed toward other defendants.

**336.** Bayou City Defendants deny the allegations in Paragraph 336 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 336 that are directed toward other defendants.

**337.** The first sentence of Paragraph 337 contains allegations about conclusions of law and procedure to which no response is required; to the extent a response is required, Bayou City Defendants deny the allegations in the first sentence of Paragraph 337. Bayou City Defendants deny the remaining allegations in Paragraph 337 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 337 that are directed toward other defendants.

**338.** Bayou City Defendants deny the allegations in Paragraph 338 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 338 that are directed toward other defendants.

**339.** Paragraph 339 contains allegations about conclusions of law and procedure to which no response is required; to the extent a response is required, Bayou City Defendants deny the allegations in the first sentence of Paragraph 339. Bayou City Defendants lack information sufficient to admit or deny the remaining allegations in Paragraph 339.

**340.** Paragraph 340 contains allegations about conclusions of law and procedure to which no response is required; to the extent a response is required, Bayou City Defendants deny the allegations in the first sentence of Paragraph 340. Bayou City Defendants deny the remaining allegations in Paragraph 340 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 340 that are directed toward other defendants.

**341.** Bayou City Defendants deny the allegations in Paragraph 341 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 341 that are directed toward other defendants.

**342.** Paragraph 342 contains only allegations about conclusions of law and procedure to which no response is required; to the extent a response is required, Bayou City Defendants deny the allegations in Paragraph 342 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 342 that are directed toward other defendants.

**343.** Paragraph 343 contains only allegations about conclusions of law and procedure to which no response is required; to the extent a response is required, Bayou City Defendants deny the allegations in Paragraph 343 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 343 that are directed toward other defendants.

**344.** Paragraph 344 contains only allegations about conclusions of law and procedure to which no response is required; to the extent a response is required, Bayou City Defendants deny the allegations in Paragraph 344 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 343 that are directed toward other defendants.

**345.** Bayou City Defendants admit that Plaintiffs purport to bring their action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of individuals or entities who purchased or otherwise acquired securities of Alta Mesa between August 16, 2017 and May 17, 2019. Bayou City Defendants deny the remaining allegations in Paragraph 345 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 345 that are directed toward other defendants.

**346.** Bayou City Defendants deny the allegations in Paragraph 346.

**347.** Bayou City Defendants deny the allegations in Paragraph 347.

**348.** Bayou City Defendants deny the allegations in Paragraph 348.

**349.** Bayou City Defendants lack information sufficient to admit or deny the allegations in the first sentence of Paragraph 349. Bayou City Defendants deny the remaining allegations in Paragraph 349.

**350.** Bayou City Defendants deny the allegations in Paragraph 350.

**351.** In response to Plaintiffs' incorporation by reference in Paragraph 351, Defendants incorporate by reference every response to each of the allegations incorporated by reference in Paragraph 351.

**352.** Bayou City Defendants deny the allegations in Paragraph 352 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 352 that are directed toward other defendants.

**353.** Bayou City Defendants deny the allegations in Paragraph 353 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 353 that are directed toward other defendants.

**354.** Bayou City Defendants deny the allegations in Paragraph 354 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 354 that are directed toward other defendants.

**355.** Bayou City Defendants deny the allegations in Paragraph 355 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 355 that are directed toward other defendants.

**356.** Bayou City Defendants deny the allegations in Paragraph 356 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 356 that are directed toward other defendants.



**357.** Bayou City Defendants deny the allegations in Paragraph 357 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 357 that are directed toward other defendants.

**358.** Bayou City Defendants deny the allegations in Paragraph 358 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 358 that are directed toward other defendants.

**359.** Bayou City Defendants deny the allegations in Paragraph 359 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 359 that are directed toward other defendants.

**360.** In response to Plaintiffs' incorporation by reference in Paragraph 360, Defendants incorporate by reference every response to each of the allegations incorporated by reference in Paragraph 360.

**361.** Bayou City Defendants deny the allegations in Paragraph 361 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 361 that are directed toward other defendants.

**362.** Bayou City Defendants deny the allegations in Paragraph 362 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 362 that are directed toward other defendants.

**363.** To the extent Paragraph 363 incorporates by reference any other allegation, Defendants incorporate by reference every response to each of the allegations incorporated by reference in Paragraph 363. The remaining allegations concern matters of law and procedure to which no response is required; to the extent a response is required, Bayou City Defendants deny the allegations in Paragraph 363 that are directed toward them, and lack information sufficient to

admit or deny any of the remaining allegations in Paragraph 363 that are directed toward other defendants.

**364.** Bayou City Defendants deny the allegations in Paragraph 364 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 364 that are directed toward other defendants.

**365.** Bayou City Defendants deny the allegations in Paragraph 365 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 365 that are directed toward other defendants.

**366.** Bayou City Defendants deny the allegations in Paragraph 365 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 365 that are directed toward other defendants.

**367.** Bayou City Defendants deny the allegations in Paragraph 367 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 367 that are directed toward other defendants.

**368.** Bayou City Defendants deny the allegations in Paragraph 368 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 368 that are directed toward other defendants.

**369.** Bayou City Defendants deny the allegations in Paragraph 369 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 369 that are directed toward other defendants.

**370.** To the extent Paragraph 370 incorporates by reference any other allegation, Defendants incorporate by reference every response to each of the allegations incorporated by reference in Paragraph 370. The remaining allegations concern matters of law and procedure to

which no response is required; to the extent a response is required, Bayou City Defendants deny the remaining allegations in Paragraph 370 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 370 that are directed toward other defendants.

**371.** Bayou City Defendants deny the allegations in Paragraph 371 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 371 that are directed toward other defendants.

**372.** Bayou City Defendants deny the allegations in Paragraph 372 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 372 that are directed toward other defendants.

**373.** Bayou City Defendants admit that Silver Run II issued the Proxy, and Bayou City Defendants refer to the Proxy for the contents thereof. Bayou City Defendants deny any allegations in Paragraph 373 that are inconsistent with the Proxy. Bayou City Defendants deny the remaining allegations in Paragraph 373 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 373 that are directed toward other defendants.

**374.** Paragraph 373 purports to characterize the contents of the Proxy; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 374 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 374 that are directed toward other defendants.

**375.** Paragraph 375 purports to characterize the contents of the Proxy; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 375 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 375 that are directed toward other defendants.

**376.** Paragraph 376 purports to characterize the contents of the Proxy; Bayou City Defendants deny the allegations to the extent inconsistent with that document, and respectfully refer the Court to the Proxy for a complete and accurate statement of its contents. Bayou City Defendants deny the remaining allegations in Paragraph 376 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 376 that are directed toward other defendants.

**377.** Bayou City Defendants deny the allegations in Paragraph 377 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 377 that are directed toward other defendants.

**378.** Bayou City Defendants deny the allegations in Paragraph 378 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 378 that are directed toward other defendants.

**379.** Bayou City Defendants deny the allegations in Paragraph 379 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 379 that are directed toward other defendants.

**380.** Bayou City Defendants deny the allegations in Paragraph 380 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 380 that are directed toward other defendants.

**381.** Bayou City Defendants deny the allegations in Paragraph 381 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 381 that are directed toward other defendants.

**382.** The allegations in Paragraph 382 concern matters of law and procedure to which no response is required; to the extent a response is required, Bayou City Defendants deny the allegations in Paragraph 382 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 382 that are directed toward other defendants.

**383.** Bayou City Defendants deny the allegations in Paragraph 383 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations in Paragraph 383 that are directed toward other defendants.

**384.** To the extent Paragraph 384 incorporates by reference any other allegation, Defendants incorporate by reference every response to each of the allegations incorporated by reference in Paragraph 384. The remaining allegations concern matters of law and procedure to which no response is required; to the extent a response is required, Bayou City Defendants deny the remaining allegations in Paragraph 384 that are directed toward them, and lack information sufficient to admit or deny any of the remaining allegations that are directed toward other defendants.

**385.** Bayou City Defendants deny the allegations in Paragraph 385 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 385 that are directed toward other defendants.

**386.** Bayou City Defendants deny the allegations in Paragraph 386 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 386 that are directed toward other defendants.

**387.** Bayou City Defendants deny the allegations in Paragraph 387 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 387 that are directed toward other defendants.

**388.** The allegations in Paragraph 388 concern matters of law and procedure to which no response is required; to the extent a response is required, Bayou City Defendants deny the allegations in Paragraph 388 that are directed toward them, and lack information sufficient to admit or deny any of the allegations that are directed toward other defendants.

**389.** Bayou City Defendants deny the allegations in Paragraph 389 that are directed toward them, and lack information sufficient to admit or deny any of the allegations in Paragraph 389 that are directed toward other defendants.

Bayou City Defendants deny that Plaintiffs are entitled to any of the relief or recovery sought in the unnumbered prayer for relief Paragraphs.

**390.** Paragraph 390 concerns matters of law or procedure to which no response is required; to the extent a response is required, Bayou City Defendants admit that Plaintiffs purport to demand a trial by jury.

**GENERAL DENIALS**

Except as otherwise expressly admitted above, Bayou City Defendants deny each and every allegation in the Complaint, including, without limitation, the headings, subheadings, subparts, footnotes, and tables contained therein. Bayou City Defendants also specifically deny liability to

Plaintiff and deny that Plaintiff suffered any legally cognizable damages for which Defendants are responsible.

**AFFIRMATIVE AND OTHER DEFENSES**

Bayou City Defendants assert the following defenses. In asserting these defenses, Defendants do not assume the burden of establishing any fact or proposition where that burden is properly imposed upon Plaintiff. Bayou City Defendants reserve the right to supplement, amend, or delete any of all of the following defenses.

**First Defense**

This action may not properly be maintained as a class action.

**Second Defense**

The action is barred, in whole or in part, because Plaintiffs lack standing to maintain this action under Article III or other applicable statute or common law.

**Third Defense**

If and to the extent that Bayou City Defendants are found to have made any false or misleading statements or omissions (which Bayou City Defendants deny), the actual facts which Plaintiffs allege to have been misrepresented or omitted were in fact known to and entered the securities market through credible sources. Plaintiffs are not entitled to any recovery from Bayou City Defendants because the substance of the allegedly material information that Plaintiffs allege to have been omitted or misrepresented was in fact disclosed in the public disclosures of other parties and third parties, in Defendants' own public filings and announcements, and from other sources that were otherwise publicly available and/or widely known to the market and to the investing community.

#### **Fourth Defense**

Bayou City Defendants are not liable because Plaintiffs' claims are barred, in whole or in part, because, assuming there was any untruth or omission as alleged in the Complaint (and Bayou City Defendants deny there was any), Plaintiffs either knew or reasonably should have known of such untruth or omission, and Plaintiffs' own negligence, actions, omissions, or other fault proximately contributed to the injuries allegedly suffered by Plaintiffs.

#### **Fifth Defense**

Plaintiffs' claims are barred, in whole or in part, because the alleged misstatements and omissions in the Complaint were forward-looking and satisfied the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, federal securities laws, the "bespeaks caution" doctrine, and/or are nonactionable statements of opinion or belief or are nonactionable statements of corporate optimism (*e.g.*, puffery).

#### **Sixth Defense**

Plaintiffs' claims are barred, in whole or in part, because Plaintiffs were not entitled to, and did not, reasonably and/or justifiably rely on any of the statements or omissions alleged in the Complaint in deciding to purchase Alta Mesa securities.

#### **Seventh Defense**

Plaintiffs cannot recover against Bayou City Defendants, in whole or in part, because the "fraud on the market" theory of reliance is unavailable, and Plaintiffs will be otherwise unable to



establish that they relied upon the purported misstatements and omissions alleged in the Complaint.

**Eighth Defense**

Bayou City Defendants are not liable because Plaintiffs' claims are barred, in whole or in part, because Plaintiffs and any putative class members purchased the shares at issue with actual or constructive knowledge of the risks involved in an investment in these securities and were informed of such risks by certain of the named defendants, and thus voluntarily assumed the risk of the losses alleged in the Complaint.

**Ninth Defense**

Bayou City Defendants are not liable because they acted in good faith in reasonable reliance upon the work, opinions, information, representations, and advice of others, upon whom each of the Bayou City Defendants was entitled to rely.

**Tenth Defense**

Bayou City Defendants are not liable because they, at all times, and with respect to all matters contained herein, acted in good faith, exercised reasonable care, and did not know, and in the exercise of reasonable care could not have known, of the purported untruths, misstatements, and/or omissions alleged in the Complaint.

**Eleventh Defense**

Bayou City Defendants are not liable for the conduct of any current or former employees or agents to the extent that any or all of these current or former employees or agents acted outside the scope of their authority.

**Twelfth Defense**

Bayou City Defendants are not liable because Plaintiffs challenge alleged acts, conduct, or statements that were specifically permitted by the laws of the United States, regulations of the Securities and Exchange Commission, or Generally Accepted Accounting Principles.

**Thirteenth Defense**

Plaintiffs' claims are barred, in whole or in part, by the truth on the market doctrine.

**Fourteenth Defense**

The Individual Bayou City Defendants are not liable because they acted at all times in good faith and did not directly or indirectly induce the alleged wrongful act or acts, nor were they culpable participants in any of the alleged wrongdoing.

**Fifteenth Defense**

Bayou City Defendants are not liable because any allegedly untrue statement of material fact or misleading statement were opinion statements that Bayou City Defendants honestly, and upon a reasonable basis, believed to be true at the time the alleged statements were made.

**Sixteenth Defense**

Bayou City Defendants are not liable because to the extent that Plaintiffs have been damages, if at all, their failure to mitigate their damages bars recovery.

**Seventeenth Defense**

Plaintiffs' claims are barred, in whole or in part, by the applicable statutes of limitations or repose.

**Eighteenth Defense**

Plaintiffs' claims are barred, in whole or in part, by the doctrines of waiver, estoppel, laches, ratification, or unclean hands.

**Nineteenth Defense**

Plaintiffs' claims are barred because the damages and injuries alleged by Plaintiffs, to the extent any exist, were caused, in whole or in part, by intervening and/or superseding causes unrelated to the alleged conduct of Bayou City Defendants, by the conduct, actions, or omissions of third parties for whom the Bayou City Defendants were not responsible, or through forces in the marketplace over which Bayou City Defendants have no control. Plaintiffs' claims are barred in whole or in part because of the contribution or comparative fault and contributory negligence of Plaintiffs or other persons or entities over which Bayou City Defendants had no control.

**Twentieth Defense**

Bayou City Defendants are entitled to recover contribution from others for any liability they incur as a result of any of the purported misrepresentations, omissions, and conduct alleged in the claims against Bayou City Defendants.

**Twenty-First Defense**

To the extent Plaintiffs suffered any damages, if at all, such damages must be offset by Plaintiffs' gains, including any settlements Plaintiffs enter into, or any amounts Plaintiffs otherwise receive from any source, in connection with Plaintiffs' alleged losses.

**Twenty-Second Defense**

To the extent Plaintiffs suffered damages, if at all, such damages must be capped pursuant to the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4(e)(1).

**Twenty-Third Defense**

To the extent Plaintiffs sustained any damages, Plaintiffs' damages are limited by the Private Securities Litigation Reform Act's ninety-day "bounce-back" rule.

**Twenty-Fourth Defense**

The action is barred, in whole or in part, because Plaintiffs have not suffered any injury or damage, or, in the alternative, because any injury or damage that Plaintiffs claim to have sustained was not caused by Bayou City Defendants.

**Twenty-Fifth Defense**

Bayou City Defendants are not liable because they did not make a false or misleading statement of material fact or omission of material fact, and complied with all applicable disclosure requirements.

**Twenty-Sixth Defense**

Bayou City Defendants are not liable because they did not act with scienter and did not act knowingly or recklessly as to any alleged misstatement or omission.

**Twenty-Seventh Defense**

Bayou City Defendants are not liable because any allegedly untrue statement of material fact, omissions of material fact, misleading statements, or other actions allegedly taken by the Bayou City Defendants were not material to the investment decisions of Plaintiffs or any member of any purported class.

**Twenty-Eighth Defense**

Bayou City Defendants are not liable because Plaintiffs' claims are barred, in whole or in part, because the purported misrepresentations and omissions alleged in the Complaint did not affect the market price of the Alta Mesa securities.

**Twenty-Ninth Defense**

Plaintiffs' claims are barred, in whole or in part, because Plaintiffs have not pleaded, and cannot prove, loss causation, and/or has not pleaded, and cannot prove, that Plaintiffs suffered

damaged that can be attributed and/or causally related to the alleged misrepresentations or omission.

**Thirtieth Defense**

Plaintiffs cannot recover against Bayou City Defendants because the losses, if any, sustained by Plaintiffs were not actually or proximately caused by, and resulted from causes other than, the acts and occurrences alleged in the Complaint.

**Thirty-First Defense**

Plaintiffs cannot recover against Bayou City Defendants because Plaintiffs will be unable to establish that the purported misstatements and omissions alleged in the Complaint were the cause of the Plaintiffs' decision to purchase Alta Mesa securities or the terms of their investment.

**Thirty-Second Defense**

Bayou City Defendants are not liable because Plaintiffs' losses, if any, should be reduced, diminished, and/or eliminated under the proportionate liability provisions of the Securities Exchange Act of 1934 to reflect only Bayou City Defendants' percentage of responsibility, if any.

**Thirty-Third Defense**

Bayou City Defendants are not liable because none of the Bayou City Defendants controlled, or had the ability to control, Alta Mesa and/or any other Defendant.

**Thirty-Fourth Defense**

Bayou City Defendants deny that Plaintiffs are entitled to recover attorneys' fees, costs, or expenses.

**Thirty-Fifth Defense**

Plaintiffs' claims are barred, in whole or in part, because the Exchange Act cannot be read to violate Bayou City Defendants' freedom of speech.

### **Thirty Sixth Defense**

Plaintiffs' claims are barred, in whole or in part, because the Exchange Act cannot be read to violate Bayou City Defendants' due process rights.

### **RESERVATION OF RIGHTS**

Defendants reserve the right to raise any additional defenses, counterclaims, cross-claims, and third-party claims that are not asserted herein of which they may become aware through discovery or other investigation and will withdraw, amend, or modify this answer accordingly.

### **PRAYER FOR RELIEF**

WHEREFORE, Bayou City Defendants pray for judgment against Plaintiffs as follows:

1. Dismissing the entire action with prejudice;
2. Granting Bayou City Defendants their reasonable costs, expenses, and attorneys' fees; and
3. Awarding Bayou City Defendants such other, further, and different relief as the Court deems just and proper.

Houston, Texas  
May 14, 2021

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Respectfully submitted,

/s/ Kenneth A. Young

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*Counsel for Bayou City Energy Management, LLC and William McMullen*

**CERTIFICATE OF SERVICE**

I certify that on May 14, 2021 a true and correct copy of the foregoing was filed with the Clerk of the Court using the CM/ECF system. Notice of this filing will be sent to counsel of record by operation of the Court's electronic filing system.

/s/ Kenneth A. Young

Kenneth A. Young