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

In re:	§	**Case No. 26-90338 (CML)**
	§	
AXIP ENERGY SERVICES, LP, *et al*.,	§	**(Chapter 11)**
	§	
Debtors.[1]	§	**(Jointly Administered)**
	§	

ORDER (I) APPROVING SALE OF CASTEX COMPRESSOR FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES AND (II) GRANTING RELATED RELIEF

Upon the *Emergency Motion of Debtors for Entry of Orders (A) Approving (I) Bidding Procedures, (II) Form and Manner of Notice of Sale, Auction, and Sale Hearing, and (III) Assumption and Assignment Procedures; (B) Designating Stalking Horse Bidder and Authorizing Debtors to Provide Bid Protections; (C) Scheduling Auction, Sale Hearing, and Related Deadlines; (D) Approving (I) Sale of Substantially all of Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, and (II) Assumption and Assignment of Executory Contracts and Unexpired Leases; and (E) Granting Related Relief* [Docket No. 20] (the "***Motion***"),[2] filed by the above-referenced debtors and debtors in possession (collectively, the "***Debtors***") seeking, among other things, entry of an order (the "***Sale Order***") authorizing the sale of substantially all of the Debtors' Assets, including the private sale of the Castex Compressor (the "***Castex Sale***"), free and clear of all Liens, Claims, and Interests (as defined herein) and granting related relief, all as more fully set forth in the Motion; and upon consideration of the *Declaration*

[1] The Debtors in these Chapter 11 Cases and the last four digits of their respective federal tax identification numbers are: Axip Energy Services, LP (9220); Axip Energy Services Management, LLC (9986); Axip Holdings, LLC (6302); Axip Leasing Company, LLC (5678); Axip Producer Services - Marcellus I, LLC (3312); Axip Producer Services, LLC (4792); and E3 Compression Holdings LLC (0825). The location of the Debtors' corporate headquarters is: 1221 McKinney, Suite 3175, Houston, Texas 77010.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or that certain Sale Agreement between Castex Energy, Inc. as purchaser and Axip Energy Services, LP as seller (the "***Sale Agreement***"), attached hereto as **Exhibit 1**, as applicable.

of Ben Chesters in Support of the Castex Sale [Docket No. 259] and the *Declaration of Robert A. Pacha in Support of Sales* [Docket No. 260] (together, the "***Declarations***"); and the Court having jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Order of Reference to Bankruptcy Judges* from the United States District Court for the Southern District of Texas, dated May 24, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having conducted a hearing on April 6, 2026, (the "***Sale Hearing***") to consider the relief requested in the Motion as set forth in this Sale Order; and all parties in interest having been heard or having had the opportunity to be heard regarding the Motion, the Castex Sale, and all relief set forth herein; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled on the merits; and upon the record of the Sale Hearing and all of the proceedings had before this Court; and the Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors and their respective estates; and the Court having found that proper and adequate notice of the Motion and hearing thereon has been given and that no other or further notice is necessary, it is HEREBY FOUND AND DETERMINED THAT:

A. **Findings and Conclusions**. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. **Jurisdiction**. The Court has jurisdiction to hear and determine the Motion and to grant the relief requested in the Motion pursuant to 28 U.S.C. § 1334. Without limiting the generality of the foregoing, this Court has exclusive *in rem* jurisdiction over the Castex Compressor pursuant to 28 U.S.C. § 1334(e), as this Asset is property of the Debtors' chapter 11 estates, and, as a result of such jurisdiction, this Court has all necessary power and authority to grant the relief contained herein. This is a core proceeding within the meaning of 28 U.S.C. § 157(b); this Court has the authority to enter a Final Order.

C. **Venue**. Venue of these Chapter 11 Cases and approval of the Motion and the Sale Transaction is proper in this district is proper under 28 U.S.C. §§ 1408 and 1409.

D. **Basis for Relief**. The statutory and legal predicates for the relief requested in the Motion are sections 105, 363, 365, 503, and 507 of the Bankruptcy Code, and Rules 2002, 6004, 6006, 9006, 9007, 9008, 9014, and 9019 of the Bankruptcy Rules, rules 4002-1(e) and 9013-1 of the Local Rules, and the Complex Case Procedures. The consummation of the transaction contemplated by the Sale Agreement and this Sale Order is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Complex Case Procedures and the Debtors and the Buyer have complied with all of the applicable requirements of such sections and rules with respect to such transaction.

E. **Final Order; Immediate Effect**. This Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). To any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, and notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and authorizes the prompt consummation of the Castex Sale without regard to any stay or delay in its implementation.

F. **Notice and Opportunity to Object**. Notice of the Motion, the Sale Hearing, the Castex Sale, and the deadlines related thereto was provided to: (a) the U.S. Trustee; (b) counsel to the DIP Agent, the Prepetition Superpriority Agent, and the Prepetition ABL Agent; (c) counsel to the Prepetition 2L Agent; (d) counsel to the Committee; (e) the Debtors' 30 largest unsecured creditors (on a consolidated basis); (f) those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002; (g) the Internal Revenue Service; and (h) all other applicable government agencies to the extent required by the Bankruptcy Rules or the Local Rules. *See Certificate of Service* [Docket No. 173]. The Debtors published such Sale Notice in the *Wall Street Journal*. *See Affidavit Re: Publication of Notice of Sale, Bidding Procedures, Auction and Sale Hearing* [Docket No. 143]. Additionally, the Debtors posted the Sale Notice to the Debtors' case information website located at https://dm.epiq11.com/AXIP.

G. **Sufficient Notice**. The notice provided by service of the Motion and publication of the Sale Notice as described in paragraph F was good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Sale Hearing, the Castex Sale, and the deadline to submit any objection to the Castex Sale is or shall be required.

H. **Asset Property of the Estate**. The Castex Compressor sought to be sold and assigned by the Debtors to the Buyer pursuant to the Sale Agreement are property of the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code and title thereto is vested in the Debtors' estates.

I. **Sufficiency of Marketing**. As set forth in the Motion and the Declarations, the Debtors and their professionals adequately marketed the Castex Compressor in connection with a robust, fair, and open sale process for all of the Debtors' Assets. The sale process was non-collusive, duly noticed, and provided a full, fair, and reasonable opportunity to any entity to make an offer to purchase the Castex Compressor, among other of the Debtors' Assets. The marketing process undertaken by the Debtors and their professionals with respect to the Castex Compressor has been adequate, appropriate, and reasonably calculated to maximize value for the benefit of the Debtors' estates and all stakeholders.

J. **Highest or Otherwise Best Offer**. The Debtors determined, in a valid and sound exercise of their business judgment and after a robust and extensive marketing process, that the transaction contemplated by the Sale Agreement represents the highest or otherwise best offer for the Castex Compressor. The Debtors have demonstrated that consummating the transaction consummated by the Sale Agreement presents the best opportunity to maximize the value of the Castex Compressor and entry into the Sale Agreement is a sound exercise of the Debtors' business judgment.

K. **Buyer**. On the terms and subject to the conditions contained in the Sale Agreement, the Buyer agreed to provide a cash payment of $160,089.00 as aggregate consideration for the Castex Compressor (the "***Purchase Price***").

L. **Business Justification; Fiduciary Duties**. The Debtors have demonstrated that entry into and consummation of the Sale Agreement constitutes the exercise by the Debtors of sound business judgment, and such acts are in the best interests of the Debtors, their estates, their creditors, and all other parties in interest. The Debtors have demonstrated compelling circumstances for the Castex Sale outside (i) the ordinary course of business, pursuant to section

363(b) of the Bankruptcy Code and (ii) a plan of reorganization or liquidation (as the case may be), in that, among other things, the immediate consummation of the Castex Sale is necessary and appropriate to preserve and to maximize the value of the Debtors' estates. This Court finds that the Debtors have articulated good and sufficient business reasons justifying the sale of the Castex Compressor to the Buyer pursuant to the terms and conditions set forth in the Sale Agreement.

M. The Debtors' decision to enter into the Sale Agreement and consummate the Castex Sale constitutes a proper exercise of the fiduciary duties of the Debtors and their directors, officers, and managers. Because the entry into and consummation of the Sale Agreement constitutes the exercise by the Debtors of sound business judgment, the Debtors, their respective current and former members, managers, officers, directors, employees, advisors, professionals or agents shall have or incur no liability to the estates or any holder of a claim against or interest in the Debtors for any act or omission in connection with, related to, or arising out of the negotiations of the Sale Agreement or the consummation of the Castex Sale contemplated thereunder, other than liability of the Debtors arising out of or relating to any act or omission that constitutes a breach of the Sale Agreement, willful misconduct, or fraud, in each case as determined by a court of competent jurisdiction.

N. **Corporate Authority**. The Debtors (i) have full corporate power and authority to execute the Sale Agreement and all other documents contemplated thereby, (ii) have all of the power and authority necessary to consummate the Castex Sale, and (iii) have taken all corporate action necessary to authorize and approve the Sale Agreement and any actions required to be performed by the Debtors to consummate the Castex Sale. No further consents or approvals of the Debtors are required for the Debtors to consummate the Castex Sale.

O. **Arm's-Length Sale and Buyer's Good Faith**. The Sale Agreement was negotiated and is undertaken by the Debtors and Buyer at arm's length, without collusion or fraud, and in good faith within the meaning of section 363(m) of the Bankruptcy Code.

P. **No Fraudulent Transfer**. The total consideration provided by the Buyer pursuant to the Sale Agreement constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transactions Act, and any other applicable laws of the United States, any state, territory, or possession thereof, and may not be avoided under section 363(n) of the Bankruptcy Code or any other applicable law. The Sale Agreement was not entered into, and the Castex Sale is not being consummated, for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law. Neither the Debtors nor the Buyer has entered into the Sale Agreement or is consummating the Castex Sale with any fraudulent or otherwise improper purpose.

Q. **Free and Clear Transfer Required by Buyer**. If the Debtors did not sell the Castex Compressor free and clear of all Liens, Claims, and Interests, to the extent allowable under section 365(f) of the Bankruptcy Code, the Buyer would not have entered into the Sale Agreement and would not consummate the Castex Sale, thus adversely affecting the Debtors, their estates, their creditors, and holders of their equity interests. Therefore, the Castex Sale contemplated by the Sale Agreement free and clear of all Liens, Claims, and Interests is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest.

R. As of the Effective Date, pursuant and subject to the terms of the Sale Agreement and this Sale Order, the transfer of the Castex Compressor and the consummation of the Castex Sale will effect a legal, valid, enforceable, and effective transfer of the Castex Compressor and will vest the Buyer with the Debtors' right, title, and interest in the Castex Compressor free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever.

S. **Satisfaction of Bankruptcy Code Requirements**. The consummation of the Castex Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a) and 363 of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Castex Sale contemplated hereby.

T. **Satisfaction of Section 363(f) Standards**. The Debtors are authorized to sell the Castex Compressor free and clear of all Liens, Claims, and Interests because, with respect to each creditor or other person or entity asserting a Lien, Claim, or Interest, one or more of the standards set forth in section 363(f)(l)-(5) of the Bankruptcy Code has been satisfied. Each creditor or other person or entity asserting a Lien, Claim, or Interest in the Castex Compressor (i) has, subject to the terms and conditions of this Sale Order, consented to the Castex Sale or is deemed to have consented to the Castex Sale, (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Lien, Claim, or Interest, or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of Liens, Claims, and Interests who did not object (or who ultimately withdrew their objections, if any) to the Castex Sale or the Motion are deemed to have consented to the Motion and Castex Sale pursuant to section 363(f)(2) of the Bankruptcy Code. Creditors or other persons or entities asserting a Lien, Claim, or Interest in or against the Castex Compressor could be compelled in a legal or equitable proceeding to accept money satisfaction of such Lien, Claim, or Interest. Those holders of Liens, Claims, and Interests who did object fall within one or more of the other subsections of section 363(f) of the

Bankruptcy Code by having their Liens, Claims, and Interests, if any, in each instance against the Debtors, their estates, or the Castex Compressor, attach to the Proceeds of the Castex Sale ultimately attributable to the Castex Compressor in which such holder alleges Liens, Claims, and Interests.

U. **Sale as Exercise of Business Judgment**. Entry into and consummation of the Sale Agreement constitutes the exercise by the Debtors of sound business judgment, and such act is in the best interests of the Debtors, their estates and creditors, and all parties in interest. The Court finds that the Debtors have articulated good and sufficient business reasons justifying the sale of the Castex Compressor to the Buyer. Additionally: (i) there is risk of deterioration of the value of the Castex Compressor if the Castex Sale is not consummated promptly; and (ii) the Sale Agreement and the closing thereon will provide a greater recovery for the Debtors' creditors than would be provided by any other presently available alternative. The Debtors have demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for the sale prior to, and outside of, a chapter 11 plan.

V. **No Sub Rosa Plan**. The Sale Agreement and the Castex Sale do not constitute a *sub rosa* chapter 11 plan. The Sale Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates a chapter 11 plan for the Debtors.

W. **DIP Obligations**. On February 25, 2026, the Court entered the *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Liens and Superpriority Administrative Expense Status, and (C) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket. No. 83] (the "***Interim DIP Order***" and the order granting such relief on a final basis [Docket No. 178], the "***Final DIP***

Order" and, together with the Interim DIP Order, the "***DIP Orders***"). Pursuant to the DIP Orders, the Castex Compressor, constitutes DIP Collateral and is subject to the DIP Liens, the Adequate Protection Liens, and the Prepetition Secured Liens (in each case, as such terms are defined in the DIP Orders). The use of the proceeds from the sale of the Castex Compressor shall comply in all respects with the requirements of the DIP Orders and the DIP Documents and is supported by good, sufficient, and sound business reasons.

X. **Time of the Essence; Waiver of Stay.** Based on the record of the Sale Hearing, and for the reasons stated on the record at the Sale Hearing, the Castex Sale must be approved and consummated promptly to preserve and maximize the value of the Castex Compressor. Time, therefore, is of the essence in effectuating the Sale Agreement. As such, the Debtors and the Buyer intend to consummate the sale of the Castex Compressor, will be acting in good faith pursuant to section 363(m) of the Bankruptcy Code in doing so, and may consummate the Castex Sale at any time after the entry of this Sale Order subject to the terms and conditions of the Sale Agreement. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Sale Agreement. Accordingly, cause has been shown as to why this Sale Order should not be subject to any stay, including, without limitation, as provided by Bankruptcy Rules 6004(h), 6006(d), and any applicable Local Bankruptcy Rule.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. **Approval of Sale Agreement**. The Motion is granted as provided herein, and entry into and performance under, and in respect of, the Sale Agreement attached hereto as **Exhibit 1** and the consummation of the transaction contemplated thereby is authorized and approved.

2. **Objections Overruled**. Any objections and responses to the Motion or the relief requested therein that relate to the Castex Sale and that have not been withdrawn, waived, settled, or resolved, and all reservation of rights included in such objections and responses, are overruled on the merits and denied with prejudice. All objections to the entry of this Sale Order or to the relief granted herein that were not timely filed are hereby forever barred.

3. **Approval of Castex Sale**. Pursuant to sections 105, 363, and any other applicable provision of the Bankruptcy Code, the Sale Agreement is hereby approved as set forth herein and the Debtors are authorized to take any and all actions necessary to consummate the Castex Sale. The Debtor has satisfied all requirements of §§ 363(b) and 363(f) of the Bankruptcy Code and all other requirements and standards applicable to a sale outside the ordinary course of business, free and clear of all Liens, Claims, and Interests (as defined herein).

4. **Sale and Transfer Free and Clear**. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Debtors shall transfer to the Buyer, upon the Effective Date, the Debtors' right, title, and interest in and to, and possession of, the Castex Compressor, which shall be immediately vested in Buyer, and such title to the Castex Compressor shall be transferred to Buyer shall be free and clear of all Liens, Claims, and Interests including, without limitation:

(a) any and all charges, liens (statutory or otherwise), claims, mortgages, hypothecations, deeds of trust, pledges, security interests, options, rights of use or possession, rights of first offer or first refusal (or any other type of preferential arrangement), rights of consent, rights of setoff, successor liability, easements, servitudes, restrictive covenants, interests or rights under any operating agreement, encroachments, encumbrances, third-party interests, or any other restrictions or limitations of any kind with respect to the Castex Compressor;

(b) any and all claims as defined in section 101(5) of the Bankruptcy Code and jurisprudence interpreting the Bankruptcy Code, including, without limitation, (i) any and all claims or causes of action based on or arising under (x) any labor, employment, or pension laws, (y) health or welfare, compensation or other employee plan, agreements, practices, and programs (including any Employee Benefit Plan) of or related to any of the Debtors or any Debtor's affiliates or predecessors or any current or former employees of any of the forgoing, or (z) any workers' compensation, occupational disease, or unemployment or temporary disability related law, (ii) any and all claims or causes of action based upon or relating to any putative successor or transferee liability, and (iii) any and all other claims, causes of action, rights, remedies, obligations, liabilities, counterclaims, cross-claims, third-party claims, demands, restrictions, responsibilities, or contribution, reimbursement, subrogation, or indemnification claims or liabilities based on or relating to any act or omission of any kind or nature whatsoever asserted against any of the Debtors or any of their respective affiliates, subsidiaries, directors, officers, managers, agents, or successors or assigns in connection with or relating to the Debtors, their operations, their business, their liabilities, the Debtors' marketing and bidding process with respect to the Castex Compressor or the transaction contemplated by the Sale Agreement; and

(c) any and all equity or other interests of any kind or nature whatsoever in or with respect to (i) any of the Debtors or their respective affiliates, subsidiaries, or successors or assigns or (ii) the Castex Compressor.

in each case, whether in law or in equity, known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, direct or indirect, and whether arising by agreement, understanding, law, equity or otherwise, and whether occurring or arising before, on or after the Petition Date, or occurring or arising prior to the Effective Date (collectively, the "***Liens, Claims, and Interests***"). Any and all such Liens, Claims, and Interests shall attach to the Proceeds.

5. **Binding Effect of Order**. This Sale Order and the Sale Agreement shall be binding in all respects upon the Debtors, their estates, all creditors of, and holders of equity interests in, the Debtors, any holders of Liens, Claims, and Interests in, against, or on the Castex Compressor (whether known or unknown), the Buyer and all successors and assigns of the Buyer, notwithstanding the dismissal of any of the Debtors' cases or any subsequent appointment of any trustees, examiners, "responsible persons," or other fiduciaries in these Chapter 11 Cases or upon

a conversion to case under chapter 7 of the Bankruptcy Code, and the Sale Agreement shall not be subject to rejection or avoidance under any circumstances. If any order under section 1112 of the Bankruptcy Code is entered, such order shall provide, or be deemed to provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that this Sale Order, including the rights granted to the Buyer hereunder, shall remain effective and, notwithstanding such dismissal, shall remain binding on parties in interest. The Sale Agreement, this Sale Order, and the Debtors' obligations therein and herein shall not be altered, impaired, amended, rejected, discharged, or otherwise affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases, any order confirming any chapter 11 plan, or any subsequent order of this Court without the prior written consent of the Buyer. To the extent of any conflict between this Sale Order or the Sale Agreement and such future plan or order, the terms of this Sale Order and the Sale Agreement shall control.

6. **No Material Modifications**. The Sale Agreement and any related agreements, documents, or other instruments in effect as of the date hereof may be modified, amended, or supplemented through a written document signed by the parties thereto in accordance with the terms thereof without further order of this Court; *provided*, *however*, that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors or their estates.

7. **Valid Transfer**. Effective upon the Effective Date, the transfer to the Buyer of the Debtors' right, title, and interest in the Castex Compressor pursuant to the Sale Agreement shall be, and hereby is deemed to be, a legal, valid and effective transfer of the Debtors' right, title, and interest in the Castex Compressor, and vests with or will vest in the Buyer all right, title, and interest of the Debtors in the Castex Compressor, free and clear of all Liens, Claims, and Interests.

8. **Fair Consideration**. The consideration provided by the Buyer for the Castex Compressor under the Sale Agreement shall be deemed to constitute reasonably equivalent value

and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transactions Act, and any other applicable laws of the United States, any state, territory, or possession thereof, and may not be avoided under section 363(n) of the Bankruptcy Code or any other applicable law. The Sale Agreement was not entered into, and the Castex Sale is not being consummated, for the purpose of hindering, delaying, or defrauding creditors of the Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, or possession thereof, or any other applicable law. Neither the Debtors nor the Buyer have entered into the Sale Agreement or are consummating the Castex Sale with any fraudulent or otherwise improper purpose.

9. The Sale Agreement and the transaction contemplated thereby cannot be avoided under section 363(n) of the Bankruptcy Code. None of the Debtors, the Buyer, or any of their respective affiliates, officers, directors, members, partners, principals, or shareholders (or equivalent) or any of their respective current and former members, managers, officers, directors, employees, advisors, professionals, agents, predecessors, successors or assigns have engaged in any conduct that would cause or permit the Sale Agreement or the consummation of the transaction contemplated thereby to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

10. **Good Faith Purchaser**. The Castex Sale contemplated by the Sale Agreement is undertaken by the Buyer in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and the Buyer has acted without collusion in undertaking the Castex Sale contemplated by the Sale Agreement. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Castex Sale shall not affect the validity of the sale of the Castex Compressor to the Buyer unless such authorization is duly stayed pending such appeal. The Buyer

is a good faith purchaser of the Castex Compressor and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

11. **Release of Liens, Claims, and Interests**. Effective upon the Effective Date, this Sale Order: (a) is and shall be effective as a determination that all Liens, Claims, and Interests of any kind or nature whatsoever existing as to the Castex Compressor prior to the Effective Date have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected; (b) is and shall be binding upon and shall govern the acts of all persons and entities, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Castex Compressor; (c) and all recorded Liens, Claims, and Interests against the Castex Compressor shall be deemed stricken from such persons' and entities' records, official and otherwise.

12. **Approval to Release Interests**. If any person or entity that has filed financing statements, mortgages, mechanic's liens or other documents or agreements evidencing Liens, Claims, or Interests in or against the Castex Compressor shall not have delivered to the Debtors before the Effective Date, in proper form for filing and executed by the appropriate parties, the appropriate documentation with respect to the release of such Liens, Claims, or Interests, the Buyer is hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of such person or entity. On the Effective Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be reasonably

requested by the Buyer, in each case, at the Seller's sole expense, to release its Liens, Claims or other Interests against the Castex Compressor, if any. The Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens, Claims, or Interests against the Castex Compressor. This Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state or local government agency, department or office.

13. **Transfer of Marketable Title**. As of the Effective Date, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Debtors' right, title and interest in the Castex Compressor and/or a bill of sale transferring good and marketable title in the Castex Compressor to the Buyer pursuant to the terms of the Sale Agreement, free and clear of all Liens, Claims, and Interests.

14. **Retention of Jurisdiction**. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Sale Order, including, without limitation, the authority to: (i) interpret, implement and enforce the terms and provisions of this Sale Order (including the exculpation, release and injunctive provisions in this Sale Order) and the terms of the Sale Agreement, all amendments thereto and any waivers and consents thereunder; (ii) protect the Buyer, or the Castex Compressor, from and against any Liens, Claims, and Interests; (iii) compel delivery of the Castex Compressor to the Buyer; (iv) compel the Debtors and the Buyer to perform all of their respective obligations under the Sale Agreement; and (v) resolve any disputes arising under or related to the Sale Agreement or the Castex Sale.

15. **Automatic Stay**. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the provisions of this Sale Order.

16. **Immediate Effect**. Notwithstanding any provision of the Bankruptcy Rules, including Bankruptcy Rules 6004(h) and 6006(d), this Sale Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the 14-day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply. Time is of the essence in consummating the Castex Sale, and the Debtors and the Buyer are free to consummate the Castex Sale under the Sale Agreement at any time pursuant to the terms thereof and take any other action or perform any act authorized by this Sale Order.

17. **Failure to Specify Provisions**. The failure to specifically reference any particular provisions of the Sale Agreement or other related documents in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Sale Agreement and other related documents be authorized and approved in their entirety.

18. **Provisions Non-Severable**. The provisions of this Sale Order are non-severable and mutually dependent.

Signed: May 18, 2026

Christopher M. Lopez

Christopher Lopez
United States Bankruptcy Judge

4925-0524-3805

Exhibit 1

Sale Agreement

Sale Agreement

This Sale Agreement (this "Agreement"), effective as of April [•], 2026 (the "Effective Date"), is by and between Axip Energy Services, LP, a Texas limited partnership ("Seller") and Castex Energy, Inc. ("Buyer"). Seller and Buyer are referred to collectively herein as the "Parties" and individually as a "Party."

Pursuant to terms of this Agreement, Seller desires to sell, transfer, assign, grant and convey to Buyer, and Buyer desires to accept, the Assets (as hereinafter defined) for $136,000, inclusive of sales taxes (the "Purchase Price"). The Parties agree as follows:

AGREEMENT

1. Sale.

a) Seller agrees to sell, transfer, assign, grant and convey to Buyer, subject to the terms and conditions provided in this Agreement, all of Seller's rights, title and interests in and to the assets described on Exhibit A (the "Assets"). The Assets are presently located at the corresponding location identified in Exhibit A (the "Current Location"). Delivery of the Assets shall be "AS IS, WHERE IS" and shall occur EXW the Current Location Incoterms® 2020. Title to the Assets shall transfer to Buyer on funding by Buyer of the amounts provided in Section 2.

b) **DISCLAIMER OF WARRANTIES AND REPRESENTATIONS. THE ASSETS ARE TRANSFERRED AND SOLD BY SELLER TO BUYER, AND ARE ACCEPTED BY BUYER, "AS IS, WHERE IS" AND WITH ALL OF THEIR FAULTS AND DEFECTS KNOWN AND UNKNOWN, APPARENT AND NON-APPARENT. BUYER EXPRESSLY WAIVES ANY WARRANTY OF FITNESS AND ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, UNDER APPLICABLE STATE OR FEDERAL LAW, AND THE JURISPRUDENCE THEREUNDER. BUYER EXPRESSLY ACKNOWLEDGES ALL SUCH WAIVERS AND ITS EXERCISE OF BUYER'S RIGHT TO WAIVE WARRANTY. BUYER ACKNOWLEDGES AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT THE DISCLAIMERS IN THIS SECTION 1(b) ARE "CONSPICUOUS."**

c) Buyer represents that it has had an adequate opportunity to review the DISCLAIMER OF WARRANTIES AND REPRESENTATIONS in Section 1(b), including the opportunity to submit the same to legal counsel for review and comment, and understands the representations and warranties being disclaimed by Seller.

d) Buyer expressly acknowledges that Seller has provided Buyer with an opportunity to inspect the Assets for all purposes and Buyer has satisfied itself as to the physical and environmental condition of the Assets.

2. Payment of Purchase Price. On the Effective Date, Buyer shall pay Seller (a) the full amount of the Purchase Price and (b) the aggregate amount due under the outstanding invoices identified on the attached Exhibit B.

3. Representations and Warranties.

   a. Each Party represents and warrants that it has all requisite authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by each Party and constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

   b. Seller represents and warrants that it has good title to the Assets, and transfers title to the Assets free of all such liens, claims and encumbrances.

4. Transfer Taxes. The Purchase Price is inclusive of sales taxes (if any) payable by virtue of the sale of the Assets under this Agreement, and Seller will remit such sales taxes.

5. Further Assurances. The Parties agree that from and after the date of this Agreement, each of them will execute and deliver such further instruments of transfer and take such other action as may reasonably be requested by any Party to carry out the purposes and intents of this Agreement.

(Execution Version)

6. Termination of Existing Services Contract. Seller and Buyer are parties to that certain Schedule B Services Contract (C4C Quote: Q10104) effective November 20, 2024 (the "Existing Services Contract"). The Existing Services Contract is hereby terminated as of the Effective Date.

7. Counterparts. This Agreement may be executed in counterparts (including counterparts sent by facsimile or pdf formatted counterparts sent by electronic mail). All counterparts shall be construed together and shall constitute a single instrument.

8. Parties Bound. This Agreement, and all terms and conditions hereof, will bind and inure to the benefit of each of the Parties and their respective successors, assigns, lessees and subleases. No Party will assign, sublease, cede, transfer or encumber this Agreement, or any part thereof or any rights therein, without the prior written consent of the other Party.

9. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

10. Severability. If any provision of this Agreement is held to be unenforceable, this Agreement will be considered divisible and such provision will be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Agreement will remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision will be deemed to be so limited and will be enforceable to the maximum extent permitted by applicable law.

11. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. The word "including" will mean including without limitation. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, will include all other genders; the singular will include the plural, and vice versa. All references herein to exhibits, schedules, articles, sections or subdivisions thereof will refer to the corresponding exhibits, schedules, article, section or subdivision thereof of this Agreement unless specific reference is made to such exhibits, articles, sections or subdivisions of another document or instrument. The terms "herein," "hereby," "hereunder," "hereof," "hereinafter," and other equivalent words refer to this Agreement in its entirety and not solely to the particular portion of the Agreement in which such word is used. Any reference in this Agreement to a Party will also include such Party's permitted successors and assigns.

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the Effective Date.

SELLER:

Axip Energy Services, LP

By: ______________________________
Name: ____________________________
Title: _____________________________

BUYER:

Castex Energy, Inc.

By: ______________________________
Name: ____________________________
Title: _____________________________

Exhibit A

Assets

Quantity	Equipment Description	Current Location
1	Axip Unit # A7252: 11329 - COMPRESSOR PACKAGE:CATERPILLAR_G3406TA,255_CHP,ARIEL_JGA4,3-STAGE,CYL:7.5,5.125,7.5,3.375	Oyster Bayou Production Barge (Four League Bay, Terrebone Parish, LA)

Exhibit B

Outstanding Invoices

Invoice #	Invoice Date	Amount Outstanding
2700007073	9/2/25	$12,044.50
2700008217	10/1/25	$12,044.50
	Total	$24,089.00