

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported) October 13, 2023

W&T Offshore, Inc.

(Exact name of registrant as specified in its charter)

1-32414  
(Commission File Number)

Texas  
(State or Other Jurisdiction of  
Incorporation)

72-1121985  
(IRS Employer Identification No.)

5718 Westheimer Road, Suite 700  
Houston, Texas 77057  
(Address of Principal Executive Offices)

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

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value \$0.00001	WTI	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

On October 13, 2023, W&T Offshore Inc. (the "Company"), as buyer, entered into the First Amendment to Purchase and Sale Agreement (the "First Amendment") with Cox Oil Offshore, L.L.C., Energy XXI GOM, LLC, EPL Oil & Gas, LLC, MLCJR LLC, Cox Operating L.L.C., Energy XXI Gulf Coast, LLC and M21K, LLC (collectively, "Seller"). The First Amendment, which became effective as of October 13, 2023, amends the Purchase and Sale Agreement (as defined in the First Amendment) to revise the definitions of (i) Designation Deadline (as defined in the First Amendment) to 5:00 p.m., Central Time on October 19, 2023 and (ii) Outside Termination Date (as defined in the First Amendment) to 5:00 p.m., Central Time on October 20, 2023.

The foregoing description of the First Amendment and the transactions contemplated thereby does not purport to be complete and is qualified in its entirety by reference to the full text of the First Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits. The following exhibits are included as part of this Current Report on Form 8-K:

Exhibit Number	Description
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[10.1](#) [First Amendment to Purchase and Sale Agreement, dated October 13, 2023, by and among W&T Offshore, Inc., as buyer, and Cox Oil Offshore, L.L.C., Energy XXI GOM, LLC, EPL Oil & Gas, LLC, MLCJR LLC, Cox Operating L.L.C., Energy XXI Gulf Coast, LLC and M21K, LLC, as sellers](#)

104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

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#### SIGNATURES

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

**W&T OFFSHORE, INC.**  
(Registrant)

Dated: October 18, 2023

By: /s/ Jonathan Curth  
Name: Jonathan Curth  
Title: Executive Vice President, General Counsel and Corporate Secretary

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## FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This First Amendment to Purchase and Sale Agreement (this “**Amendment**”), dated as of October 13, 2023, is made and entered into by and among Cox Oil Offshore, L.L.C., a Louisiana limited liability company, Energy XXI GOM, LLC, a Delaware limited liability company, EPL Oil & Gas, LLC, a Delaware limited liability company, MLCJR LLC, a Texas limited liability company, Cox Operating L.L.C., a Louisiana limited liability company, Energy XXI Gulf Coast, LLC, a Delaware limited liability company, M21K, LLC, a Delaware limited liability company (collectively, “**Seller**”), and W&T Offshore, Inc., a Texas corporation (“**Buyer**”). Seller and Buyer may be referred to collectively as the “**Parties**” or individually as a “**Party**.” Capitalized terms used but not defined in this Amendment shall have the meanings given to such terms in the PSA (as hereinafter defined).

**WHEREAS**, Seller and Buyer are parties to that certain Purchase and Sale Agreement dated as of September 26, 2023 (as amended by this Amendment and as further amended from time to time, the “**PSA**”); and

**WHEREAS**, the Parties desire to amend the PSA, as more specifically set forth in this Amendment.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. **Definitions.** The following defined terms are deleted in their entirety and replaced with the following:

“**Designation Deadline**” means 5:00 p.m. Central Time on October 19, 2023.

“**Outside Termination Date**” means 5:00 p.m. Central Time on October 20, 2023.

2. **Confirmation.** Except as otherwise provided herein, the provisions of the PSA shall remain in full force and effect in accordance with their respective terms following the execution of this Amendment.

3. **Conflicts.** The terms of this Amendment amend and supplement the terms and conditions of the PSA. If any provision of this Amendment is construed to conflict with any provision of the PSA (except as otherwise expressly provided in this Amendment), the provisions of this Amendment shall be deemed controlling to the extent of that conflict.

4. **Entire Agreement.** This Amendment, the PSA, Exhibits and Schedules to the PSA, the Transaction Documents and the Confidentiality Agreement collectively constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof or thereof except as specifically set forth herein or therein.

5. **Incorporation.** The provisions of the following Sections of the PSA are hereby incorporated into this Amendment, *mutatis mutandis*: Sections 13.4, 16.1, 16.3, 16.4, 16.7, 16.8, 16.9, 16.10, 16.11, 16.13 and 16.17.

**IN WITNESS WHEREOF**, the Parties have executed and delivered this Amendment as of the date first written above.

**Seller:**

COX OIL OFFSHORE, L.L.C.

By: /s/ Ryan OmohundroName: Ryan OmohundroTitle: Chief Restructuring Officer

ENERGY XXI GOM, LLC

By: /s/ Ryan OmohundroName: Ryan OmohundroTitle: Chief Restructuring Officer

EPL OIL &amp; GAS, LLC

By: /s/ Ryan OmohundroName: Ryan OmohundroTitle: Chief Restructuring Officer

MLCJR LLC

By: /s/ Ryan OmohundroName: Ryan OmohundroTitle: Chief Restructuring Officer

COX OPERATING L.L.C.

By: /s/ Ryan OmohundroName: Ryan OmohundroTitle: Chief Restructuring Officer

ENERGY XXI GULF COAST, LLC

By: /s/ Ryan Omohundro

Name: Ryan Omohundro  
Title: Chief Restructuring Officer

M21K, LLC

By: /s/ Ryan Omohundro  
Name: Ryan Omohundro  
Title: Chief Restructuring Officer

Signature Page to Amendment to Purchase and Sale Agreement

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**Buyer:**

W&T OFFSHORE, INC.

By: /s/ Jonathan C. Curth  
Name: Jonathan C. Curth  
Title: Executive Vice President – General Counsel and Corporate Secretary

Signature Page to Amendment to Purchase and Sale Agreement

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