

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
)	
SAMSON RESOURCES CORPORATION, <i>et al.</i> , ¹	)	Case No. 15-11934 (CSS)
)	
Debtors.	)	(Jointly Administered)
)	
	)	Re: Docket Nos. 1322, 1349, 1425,
	)	and 1507

NOTICE OF PROPOSED FORM OF SALE ORDERS

PLEASE TAKE NOTICE that, on September 30, 2016, the United States Bankruptcy Court for the District of Delaware entered the *Order (I) Establishing Bidding Procedures and Granting Related Relief and (II) Approving the Sale of Certain Assets Free and Clear of Liens, Claims, Encumbrances, and Interests* [Docket No. 1425] (the “Bidding Procedures Order”).²

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order, the Sale Hearing is scheduled for October 17, 2016.

PLEASE TAKE FURTHER NOTICE that, on October 12, 2016, the Debtors filed a Notice of Proposed Form of Sale Orders [Docket No. 1507] (the “Form Order”).

PLEASE TAKE FURTHER NOTICE that, attached hereto as Exhibit A-F are forms of the Sale Order for each Sale Transaction blacklined to reflect changes from the Form Order. The attached forms remain subject to review and revision in connection with ongoing discussions among the parties.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Geodyne Resources, Inc. (2703); Samson Contour Energy Co. (7267); Samson Contour Energy E&P, LLC (2502); Samson Holdings, Inc. (8587); Samson-International, Ltd. (4039); Samson Investment Company (1091); Samson Lone Star, LLC (9455); Samson Resources Company (8007); and Samson Resources Corporation (1227). The location of parent Debtor Samson Resources Corporation’s corporate headquarters and the Debtors’ service address is: Two West Second Street, Tulsa, Oklahoma 74103.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bidding Procedures Order.

Dated: October 16, 2016
Wilmington, Delaware

/s/ Michael W. Yurkewicz

Domenic E. Pacitti (Del. Bar No. 3989)
Michael W. Yurkewicz (Del. Bar No. 4165)
KLEHR HARRISON HARVEY BRANZBURG LLP
919 N. Market Street, Suite 1000
Wilmington, Delaware 19801
Telephone: (302) 426-1189
Facsimile: (302) 426-9193

-and -

Morton Branzburg (admitted *pro hac vice*)
KLEHR HARRISON HARVEY BRANZBURG LLP
1835 Market Street, Suite 1400
Philadelphia, Pennsylvania 19103
Telephone: (215) 569-2700
Facsimile: (215) 568-6603

-and-

Paul M. Basta, P.C. (admitted *pro hac vice*)
Edward O. Sassower, P.C. (admitted *pro hac vice*)
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

-and-

James H.M. Sprayregen, P.C. (admitted *pro hac vice*)
Ross M. Kwasteniet (admitted *pro hac vice*)
Brad Weiland (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Co-Counsel for the Debtors and Debtors in Possession

Exhibit A

Central Anadarko

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
	)	Chapter 11
SAMSON RESOURCES CORPORATION, <i>et al.</i> , ¹	)	Case No. 15-11934 (CSS)
)	
Debtors.	)	(Jointly Administered)
)	
	)	Re: Docket Nos. 1322, 1349, 1425

ORDER (I) AUTHORIZING (A) THE SALE OF THE [REDACTED] CENTRAL ANADARKO ASSET PACKAGE FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS, (B) THE DEBTORS' ENTRY INTO AND PERFORMANCE OF THEIR OBLIGATIONS UNDER THE ASSET PURCHASE AGREEMENT AND ANCILLARY AGREEMENTS, AND (C) THE DEBTORS' ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (II) GRANTING RELATED RELIEF

Upon the motion [Docket No. 1322] (the "Motion")² and the supplement to the Motion [Docket No. 1349] of the above-captioned debtors and debtors in possession (collectively, the "Debtors")³ for entry of an order (this "Order"), among other things, (a) authorizing the sale (the "Sale") of the Assets (as defined in the [REDACTED] Fairway Agreement (as defined below)) contemplated by the [REDACTED] Central Anadarko Stalking Horse Agreement to [REDACTED] Fairway Resources Partners III, LLC (or any Affiliate transferee or transferees pursuant to the terms of the [REDACTED] Fairway Agreement, the "Buyer"), pursuant to the Asset

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Geodyne Resources, Inc. (2703); Samson Contour Energy Co. (7267); Samson Contour Energy E&P, LLC (2502); Samson Holdings, Inc. (8587); Samson-International, Ltd. (4039); Samson Investment Company (1091); Samson Lone Star, LLC (9455); Samson Resources Company (8007); and Samson Resources Corporation (1227). The location of parent Debtor Samson Resources Corporation's corporate headquarters and the Debtors' service address is: Two West Second Street, Tulsa, Oklahoma 74103.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the [REDACTED] Fairway Agreement (as defined herein), as applicable; *provided*, that in the event of any conflict with respect to the meaning of a capitalized term, the meaning ascribed to such term in the [REDACTED] Fairway Agreement shall control.

³ All references to the "Debtors" shall include the debtors and their estates.

~~Purchase Agreement~~ amended and restated asset purchase agreement between Samson Resources Company and the Buyer, dated as of September ~~[redacted]~~, 26, 2016 (together with all other documents contemplated thereby, as such agreement may be further amended, restated or supplemented, the ~~“[redacted]”~~ “Fairway Agreement”), a copy of which is attached hereto as **Exhibit 1**, free and clear of all Liens, Claims, and Interests (each as defined herein); (b) authorizing the assumption and assignment of certain executory contracts and unexpired leases to the Buyer; and (c) granting related relief, all as more fully set forth in the Motion; and the Court having entered the *Order (I) Establishing Bidding Procedures and Granting Related Relief and (II) Approving the Sale of Certain Assets Free and Clear of Liens, Claims, Encumbrances, and Interests* [Docket No. 1425] (the “Bidding Procedures Order”); and the Debtors having filed the *Notice of Auction* [Docket No. 1454] (the “Notice of Auction”) stating that the Debtors did not receive any competing Bids for the Assets; and the Debtors having filed the *Notice of Successful Bidder and Backup Bidder* [Docket No. ~~[redacted]~~ 1499] (the “Notice of Successful Bidders”) identifying the Buyer as the Successful Bidder for the Assets in accordance with the Bidding Procedures Order; and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); 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 found that the relief requested in the Motion is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest; and the Court having found that the Debtors provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances; and the Court having reviewed the Motion and having heard the statements and evidence in support of the relief requested therein at a hearing before the Court that commenced

on October 17, 2016 (the “Sale Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY FOUND AND DETERMINED THAT:**

Findings of Fact and Conclusions of Law

A. The findings of fact and conclusions of law herein constitute the Court’s findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

Jurisdiction and Venue

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. Without limiting the generality of the foregoing, this Court has exclusive *in rem* jurisdiction over the Assets pursuant to 28 U.S.C. § 1334(e), as such Assets are 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 matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

Statutory Predicates

C. The statutory and other legal bases for the relief requested in the Motion are sections 105(a), 363, and 365 of the Bankruptcy Code, as supplemented by Bankruptcy Rules

2002, 6004, 6006, 9007, 9008 and 9014 and Local Rule 6004-(1). The consummation of the transactions contemplated by the ~~_____~~ [Fairway](#) Agreement and this Order is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and the Debtors and the Buyer have complied with all of the applicable requirements of such sections and rules in respect of such transactions.

Notice

D. As evidenced by the affidavits and/or certificates of service and publication notice filed with the Court, proper, timely, adequate, and sufficient notice of the Motion, the Bidding Procedures, the ~~Auction, the~~ Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the executory contracts and unexpired leases specified as of the date hereof pursuant to the ~~_____~~ [Fairway](#) Agreement (the “Assigned Contracts” and the “Assigned Leases,” respectively), the Cure Costs (as defined below), the Sale Hearing, and all deadlines related thereto, has been provided, as relevant, in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014, Local Rule 6004-(1) and in compliance with the Bidding Procedures Order, to all interested persons and entities, including, without limitation, the Notice Parties (as defined below).

E. Notice of ~~the Auction and~~ the Sale Hearing was published in the *New York Times* and *Tulsa World* in accordance with the Bidding Procedures Order and was sufficient and proper notice to any other interested parties, including those parties whose identities are unknown to the Debtors. With respect to any parties that may have claims against the Debtors, but whose identities are not reasonably ascertainable by the Debtors, the publication of the notice of the

~~Auction and the~~ Sale Hearing was sufficient and reasonably calculated under the circumstances to reach such parties.

F. The Debtors served notices substantially in the form included in the *Notice of Proposed Assumption and Assignment Notice of Executory Contracts and Unexpired Leases in Connection with respect to the Sale of Certain of the Debtors' Assets and the Proposed Cure Costs* [Docket No. 1458~~7~~] (each a “Notice of Assumption and Assignment”), in accordance with the Bidding Procedures, identifying, among other things, the Cure Costs ~~(as defined below)~~. The Debtors served the Notice of Assumption and Assignment ~~Notice~~ on each of the non-Debtor counterparties to the Assigned Contracts (as defined below) and the Assigned Leases ~~(as defined below)~~. The service of the Notice of Assumption and Assignment ~~Notice~~ was sufficient under the circumstances and in full compliance with the Bidding Procedures Order, and no further notice need be provided in respect of the Debtors’ assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases or the Cure Costs. All non-Debtor counterparties to the Assigned Contracts and the Assigned Leases have had an adequate opportunity to object to the assumption and assignment of the Assigned Contracts and the Assigned Leases and the Cure Costs.

G. The notice described in the foregoing Paragraphs C–F is good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Bidding Procedures, the ~~Auction, the~~ Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases, the Cure Costs, the Sale Hearing, consent and preferential purchase rights related to oil and gas interests and Surface Rights ~~(“Surface Rights”)~~, and all deadlines related thereto is or shall be required.

Marketing and Sale Process

H. The Sale of the Assets to the Buyer pursuant to the Bidding Procedures was duly authorized pursuant to sections 363(b)(1) and 363(f) of the Bankruptcy Code, Bankruptcy Rule 6004(f) and Local Rule 6004-1. As demonstrated by (i) ~~the~~ testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors and their professionals, agents, and other representatives have marketed the Assets and conducted all aspects of the sale process, including the solicitation of bids for the Assets, in good faith and in compliance with the Bidding Procedures and the Bidding Procedures Order. The marketing process undertaken by the Debtors and their professionals, agents and other representatives with respect to the Assets has been adequate and appropriate and reasonably calculated to maximize value for the benefit of all stakeholders. The Bidding Procedures ~~and the Auction~~ were duly noticed, were substantively and procedurally fair to all parties, including all Potential Bidders and ~~including with respect to~~, all provisions governing credit bidding, and were conducted in a diligent, non-collusive, fair and good-faith manner.

I. The Bid Deadline passed at 5:00 p.m. (prevailing Eastern Time), on October 4, 2016 in accordance with the Bidding Procedures and Bidding Procedures Order. On October 6, 2016, the Debtors filed the Notice of Auction stating that the Debtors did not receive any competing Bids for the Assets. Pursuant to the terms of the Bidding Procedures, the transaction contemplated by the ~~[~~ Fairway Agreement was the highest and best bid for the Assets and, therefore, was designated as the Successful Bid. ~~[The Debtors conducted an Auction on October 10, 2016 in accordance with the Bidding Procedures and Bidding Procedures Order.]~~ On October 11, 2016, the Debtors filed the Notice of Successful Bidders identifying the Buyer as

the Successful Bidder for the Assets in accordance with the Bidding Procedures Order. As established by the record of the Sale ~~H~~hearing, the bidding and related procedures established by the Bidding Procedures Order have been complied with in all material respects by the Debtors and the Buyer. The Bidding Procedures afforded a full, fair and reasonable opportunity for any entity or person to make a higher or otherwise better offer to purchase the Assets, ~~and the~~ ~~[redacted]~~. The Fairway Agreement constitutes the best and highest offer for the Assets.

Corporate Authority

J. The Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541 of the Bankruptcy Code. The Debtors (i) have full corporate power and authority to execute the ~~[redacted]~~ Fairway Agreement and all other documents contemplated thereby, and the Sale to the Buyer has been duly and validly authorized by all necessary corporate action, (ii) have all of the corporate power and authority necessary to consummate the Sale and all transactions contemplated by the ~~[redacted]~~ Fairway Agreement, (iii) have taken all corporate action necessary to authorize and approve the ~~[redacted]~~ Fairway Agreement and the consummation by the Debtors of the Sale and all transactions contemplated thereby, and (iv) require no consents or approvals, other than those expressly provided for in the ~~[redacted]~~ Fairway Agreement, to consummate such transactions.

Highest and Best Offer; Business Judgment

K. The Debtors have demonstrated a sufficient basis to enter into the ~~[redacted]~~ Fairway Agreement, sell the Assets on the terms outlined therein and assume and assign the Assigned Contracts and the Assigned Leases to the Buyer under sections 363 and 365 of the Bankruptcy Code. All such actions are appropriate exercises of the Debtors' business

judgment and in the best interests of the Debtors, their creditors, their estates and other parties in interest. Approval of the Sale pursuant to the ~~_____~~ Fairway Agreement at this time is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest.

L. The offer of the Buyer, upon the terms and conditions set forth in the ~~_____~~ Fairway Agreement, including without limitation, the total consideration to be realized by the Debtors thereunder, (i) is the highest and best offer received by the Debtors after extensive marketing, including through the Bidding Procedures, (ii) is in the best interests of the Debtors, their creditors, their estates and other parties in interest and (iii) constitutes full and adequate consideration, is fair and reasonable and constitutes reasonably equivalent value, fair consideration, and fair value for the Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, and under the laws of the United States, any state, territory, possession, or the District of Columbia. Taking into consideration all relevant factors and circumstances, no other entity has offered to purchase the Assets for greater economic value to the Debtors or their estates.

Opportunity to Object

M. A reasonable opportunity to object or be heard with respect to the Motion, the Bidding Procedures, ~~the Auction~~, the Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases, the Cure Costs, the Sale Hearing, consent and preferential purchase rights related to oil and gas interests or Surface Rights, and all deadlines related thereto has been afforded to all interested persons and entities, including, without limitation: (i) the Office of the U.S. Trustee for the District of Delaware; (ii) the Committee; (iii) the agent under the Debtors' first lien credit facility; (iv) counsel to the agent under the Debtors' first lien credit facility; (v)

the agent under the Debtors' second lien credit facility; (vi) counsel to the agent under the Debtors' second lien credit facility; (vii) the Internal Revenue Service and all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; (viii) the United States Securities and Exchange Commission; (ix) counsel to the Stalking Horse Bidders; (x) all parties who have expressed a written interest in some or all of the Assets; (xi) all entities known to hold or to have asserted any "Lien²²" "Claim²²" or "Interest" (each as defined herein) with respect to any of the Assets; (xii) all parties entitled to notice pursuant to Local Rule 2002-1(b); (xiii) each governmental agency that is an interested party with respect to the Sale and transactions proposed thereunder, including, without limitation, the United States Bureau of Land Management and the United States Bureau of Indian Affairs; (xiv) all known creditors of the Debtors, including their contract counterparties; and (xv) all parties with an oil and gas interest or Surface Rights, including, ~~but not limited to~~ without limitation, a royalty interest or working interest, which may provide for consent rights or preferential purchase rights with respect to certain of the Assets (the foregoing persons and entities, collectively, the "Notice Parties").

Good Faith Purchaser; Arm's Length Sale

N. The Fairway Agreement was negotiated, proposed, and entered into by the Debtors and the Buyer without collusion, in good faith, and from arm's length bargaining positions. Neither the Debtors, nor the Buyer, nor any affiliate of the Buyer has engaged in any conduct that would cause or permit the Fairway Agreement or the Sale to be avoided under section 363(n) of the Bankruptcy Code.

O. The Buyer is a good-faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby.

P. Neither the Buyer nor any of its affiliates, members, officers, directors, shareholders or any of its or their respective successors or assigns is an “insider” or “affiliate” of any of the Debtors, as those terms are defined in sections 101(31) and 101(2) of the Bankruptcy Code, and the Buyer’s professionals, agents and other representatives have complied in all respects with the Bidding Procedures Order and all other applicable orders of this Court in negotiating and entering into the _____ Fairway Agreement. The _____ Fairway Agreement complies with the Bidding Procedures Order and all other applicable orders of this Court.

Free and Clear Transfer Required by Buyer

Q. The Buyer would not have entered into the _____ Fairway Agreement and would not ~~have consummated~~ consummate the Sale, thus adversely affecting the Debtors, their estates, and their creditors, if each of (i) the Sale and (ii) the assumption and assignment of the Assigned Contracts and the Assigned Leases to the Buyer were not free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the Permitted Sale Encumbrances, the Permitted Title Encumbrances, and the Assumed Liabilities) as more fully set forth in Paragraph 8 of this Order, or if the Buyer would, or in the future could, be liable for any of the Excluded Liabilities. For the avoidance of doubt, the Buyer shall have no responsibility whatsoever with respect to the Excluded Liabilities, which shall remain the responsibility of the Debtors before, on, and after the Closing.

R. As of the Closing, pursuant and subject to the terms of the _____ Fairway Agreement and this Order, the transfer of the Assets and of the Assumed Liabilities and the Sale will effect a legal, valid, enforceable, and effective transfer of the Assets and will vest the Buyer with all of the Debtors’ rights, title, and interests in the Assets free and clear of all Liens, Claims,

and Interests of any kind or nature whatsoever (with the sole exception of the Permitted [Sale Encumbrances](#) and the Assumed Liabilities), including, [without limitation](#), (i) mortgages, deeds of trust, pledges, charges, security interests, rights of first refusal, hypothecations, encumbrances, easements, servitudes, leases or subleases, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of offset or recoupment, [rights under any operating agreement not assumed by or assigned to the Buyer](#), right of use or possession, subleases, leases, conditional sale arrangements, any dedication under any gathering, transportation, treating, purchasing or similar agreement that is not assumed by or assigned to the Buyer, or any rights that purport to give any party a right of first refusal or consent with respect to the Debtor²'s interest in the Assets or any similar rights; (ii) all claims as defined in Bankruptcy Code section 101(5), including, [without limitation](#), all rights or causes of action (whether in law or in equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff, recoupment, indemnity or contribution, obligations, demands, restrictions, indemnification claims, or liabilities relating to any act or omission of the Debtors or any other person, consent rights, options, contract rights, covenants, and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued, or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of the above-captioned cases, and whether imposed by agreement, understanding, law, equity or otherwise; (iii) all debts, liabilities, obligations, contractual rights and claims and labor, employment and pension claims, in each case, whether 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 un-matured, material or non-material, disputed or undisputed, whether

arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity or otherwise; (iv) any rights based on any successor or transferee liability; (v) any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtors' or the Buyer's interest in the Assets, or any similar rights; (vi) any rights under labor or employment agreements; (vii) any rights under mortgages, deeds of trust, and security interests; (viii) any rights related to intercompany loans and receivables between the Debtors and any non-Debtor subsidiary or affiliate; (ix) any rights under pension, multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of the Employee Retirement Income Security Act of 1974 (as amended, "ERISA"), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (x) any other employee claims related to worker's compensation, occupational disease, or unemployment or temporary disability, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code and of any similar state law (collectively, "COBRA"), (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k) any other state or federal benefits or claims relating to

any employment with the Debtors or any of their predecessors, or (l) the WARN Act (29 U.S.C. §§2101 *et seq.*); (xi) any bulk sales or similar law; (xii) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the Assets prior to the Closing, including, without limitation, any *ad valorem* taxes assessed by any applicable taxing authority; and (xiii) any unexpired and executory contract or unexpired lease to which a Debtor is a party that is not an Assigned Contract or an Assigned Lease that will be assumed and assigned pursuant to this Order and the ~~_____~~ Fairway Agreement; and (xiv) any other Excluded Liabilities as provided in the ~~_____~~ Fairway Agreement.

Satisfaction of Section 363(f)

~~R.S.~~ The Debtors may sell the Assets free and clear of any and all Liens, Claims, and Interests (each as defined herein) of any kind or nature whatsoever, including any rights or claims based on any putative successor or transferee liability, as set forth herein, because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. All parties in interest, including, without limitation, any holders of Liens, Claims, and/or Interests, and holders of any consent and preferential purchase rights related to oil and gas interests or Surface Rights, and any non-Debtor counterparties to the Assigned Contracts and Assigned Leases, who did not object, or who withdrew their objection, to the Sale, the Motion, ~~consent and preferential purchase rights related to oil and gas interests or Surface Rights~~, the assumption and assignment of the applicable Assigned Contract or Assigned Lease or the associated Cure Cost are deemed to have consented to the relief granted herein pursuant to

section ~~363~~(f)(2) of the Bankruptcy Code. Those (i) holders of Liens, Claims, or Interests and (ii) non-Debtor parties to Assigned Contracts and Assigned Leases that did ~~not object~~object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code or are adequately protected by having their Liens, Claims, or Interests, if any, attach to the portion of the ~~purchase price~~proceeds of the Sale ultimately attributable to the Assets against or in which they claim an interest, in the order of their priority, with the same validity, force and effect, if any, which they now have against such Assets, subject to any claims and defenses the Debtors or their estates may possess with respect thereto.

No Successorship

~~S.T.~~S.T. Neither the Buyer nor any of its affiliates are successors to the Debtors or their bankruptcy estates by reason of any theory of law or equity, and neither the Buyer nor any of its affiliates shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates, except as otherwise expressly provided in the ~~()~~Fairway Agreement or this Order.

Assigned Contracts and Assigned Leases

~~F.U.~~F.U. The Debtors have demonstrated (i) that it is an exercise of their sound business judgment to assume and assign the Assigned Contracts and the Assigned Leases to the Buyer in each case in connection with the consummation of the Sale and (ii) that the assumption and assignment of the Assigned Contracts and the Assigned Leases to the Buyer is in the best interests of the Debtors, their estates and creditors, and other parties in interest. The Assigned Contracts and the Assigned Leases being assigned to the Buyer are an integral part of the Assets being purchased by the Buyer and, accordingly, such assumption, assignment and cure of any defaults under the Assigned Contracts and the Assigned Leases are reasonable and enhance the

value of the Debtors' estates. Any non-Debtor counterparty to an Assigned Contract or Assigned Lease that has not actually filed with the Court an objection to such assumption and assignment in accordance with the terms of the Motion is deemed to have consented to such assumption and assignment.

Cure Costs and Adequate Assurance

U.V. The Debtors and the Buyer, as applicable, have, including by way of entering into the [redacted] Fairway Agreement, and agreeing to the provisions relating to the Assigned Contracts and Assigned Leases therein, (i) cured, or provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Assigned Contracts and Assigned Leases within the meaning of section 365(b)(1)(A) of the Bankruptcy Code and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assigned Contracts and the Assigned Leases within the meaning of section 365(b)(1)(B) of the Bankruptcy Code and the Buyer has, based upon the record of these proceedings, including the evidence proffered by the Debtors at the Sale Hearing, provided adequate assurance of its future performance of and under the Assigned Contracts and the Assigned Leases pursuant to sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. The Buyer's promise under the [redacted] Fairway Agreement to perform the obligations under the Assigned Contracts and the Assigned Leases after the Closing shall constitute adequate assurance of future performance under the Assigned Contracts and the Assigned Leases being assigned to the Buyer within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. The Cure Costs are hereby deemed to be the sole amounts necessary to cure any and all defaults under the Assigned Contracts and the Assigned Leases under section 365(b) of the Bankruptcy Code.

Time Is of the Essence; Waiver of Stay

V.W. Time is of the essence in consummating the Sale. In order to maximize the value of the Assets, it is essential that the sale and assignment of the Assets occur within the time constraints set forth in the _____ Fairway Agreement. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 6004 and 6006.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

Motion is Granted

1. The relief requested by the Motion is granted as set forth herein.

Objections Overruled

2. All objections to the entry of this Order or to the relief granted herein, whether filed, stated on the record before this Court or otherwise, which have not been withdrawn, waived, or settled, and all reservations of rights included therein, are denied and overruled on the merits. All objections to the entry of this Order or to the relief granted herein that were not timely filed are hereby forever barred.

3. Notice of the Motion, the Bidding Procedures, the Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases, the Cure Costs, the Sale Hearing, consent and preferential purchase rights related to oil and gas interests and Surface Rights, and all deadlines related thereto was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006.

Approval of the _____ Fairway Agreement

4. The _____ Fairway Agreement, including all of the terms and conditions thereof, is hereby approved. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the

Debtors are authorized and directed to take any and all actions necessary to fulfill their obligations under, and comply with the terms of, the [REDACTED] Fairway Agreement and to consummate the Sale pursuant to and in accordance with the terms and conditions of the [REDACTED] Fairway Agreement and this Order, without further leave of the Court. The Debtors are further authorized to pay, without further order of this Court, whether before, at, or after the Closing, any expenses or costs that are required to be paid in order to consummate the transactions contemplated by the [REDACTED] Fairway Agreement or perform their obligations under the [REDACTED] Fairway Agreement.

5. The Debtors are authorized, in accordance with the [REDACTED] Fairway Agreement, to execute and deliver, and empowered to perform under, consummate, and implement, the [REDACTED] Fairway Agreement, together with all additional instruments, documents, and other agreements that may be reasonably necessary or desirable to implement the [REDACTED] Fairway Agreement, and to take all further actions as may be reasonably requested by the Buyer for the purpose of assigning, transferring, granting, conveying and conferring to the Buyer or reducing to possession, the Assets, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the [REDACTED] Fairway Agreement.

Binding Effect of Order

6. This Order and the [REDACTED] Fairway Agreement shall be binding upon all creditors of, and equity holders in, the Debtors and any and all other parties in interest, including, without limitation, any and all holders of Liens, Claims, and Interests (including holders of any rights or claims based on any putative successor or transferee liability) of any kind or nature whatsoever, all non-Debtor parties to the Assigned Contracts and the Assigned Leases, the Buyer, all successors and assigns of the Buyer, the Debtors and their affiliates and subsidiaries,

and any trustee or successor trustee appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code. Nothing contained in any chapter 11 (or other) plan confirmed in these bankruptcy cases or the confirmation order confirming any such plan shall conflict with or derogate from the provisions of the [redacted] [Fairway](#) Agreement or this Order. To the extent of any such conflict or derogation, the terms of this Order shall govern.

Amendments to the [redacted] [Fairway](#) Agreement

7. The [redacted] [Fairway](#) Agreement and any related agreements, documents, or other instruments may be modified, amended, supplemented or restated by the parties thereto in a writing signed by both parties and in accordance with the terms thereof, without further order of this Court, but upon prior reasonable notice and consultation with the Committee, provided that any such modification, amendment, supplement or restatement does not have a material adverse effect on the Debtors' estates. The [redacted] [Fairway](#) Agreement shall not be altered, amended, rejected, discharged or otherwise affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases without the prior written consent of the Buyer.

Transfer of the Assets Free and Clear

8. The Buyer shall assume and be liable for only those liabilities expressly assumed pursuant to the [redacted] [Fairway](#) Agreement. Except as expressly permitted or otherwise specifically provided for in the [redacted] [Fairway](#) Agreement or this Order, pursuant to sections 105(a), 363(b), 363(f), and 365(b) of the Bankruptcy Code, upon the Closing, the Assets shall be transferred to the Buyer free and clear of any and all Liens, Claims, and Interests of any kind or nature whatsoever, with the sole exception of the Permitted [Sale Encumbrances](#), [the Permitted Title Encumbrances](#), and the Assumed Liabilities. For purposes of this Order, "Liens²²," "Claims," and "Interests" shall mean:

- a. any and all charges, liens (statutory or otherwise), claims, mortgages, leases, subleases, hypothecations, deeds of trust, pledge, 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 Assets, including all the encumbrances or other restrictions or limitations on use set forth in Paragraph R above (collectively, "Liens");
- 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 any labor, employment or pension laws, (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, agents, 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 Assets, the Assigned Contracts and the Assigned Leases, or the transactions contemplated by the ~~_____~~ Fairway Agreement, including all the claims set forth in Paragraph R above (collectively, "Claims"); and
- c. any and all equity or other interests of any kind or nature whatsoever in or with respect to (x) any of the Debtors or their respective affiliates, subsidiaries, successors or assigns, (y) the Assets, or (z) the Assigned Contracts and the Assigned Leases, including all of the interests set forth in Paragraph R above (collectively, "Interests"),

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 Closing. Any and all such Liens, Claims, and Interests shall attach to the portion of the ~~purchase price~~proceeds of the Sale ultimately attributable to the Assets against or in which they claim an interest, in the order of their priority, with the same validity, force, and effect, if any, which they now have against such Assets, subject to any claims, defenses and objections, if any, that the Debtors or their estates may possess with respect thereto. On the Closing, the Buyer shall take title to and possession of the Assets subject only to the Permitted Sale Encumbrances, the Permitted Title Encumbrances, and the Assumed Liabilities.

Vesting of Assets in the Buyer

9. The transfer of the Assets to the Buyer pursuant to the ~~{~~Fairway Agreement shall constitute a legal, valid, and effective transfer of the Assets on the Closing, and shall vest the Buyer with all of the Debtors' rights, title and interests in the Assets free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the Permitted Sale Encumbrances, the Permitted Title Encumbrances and the Assumed Liabilities).

10. The Buyer is hereby authorized in connection with the consummation of the Sale to allocate the Assets, including the Assigned Contracts and Assigned Leases, among its affiliates, agents, designees, assigns, and/or successors, in a manner as it in its sole discretion deems appropriate, and to assign, lease, sublease, license, sublicense, transfer, or otherwise dispose of any of the Assets, including the Assigned Contracts and Assigned Leases, to its affiliates, designees, assignees and/or successors with all of the rights and protections accorded to the Buyer under this Order and the Fairway Agreement with respect thereto, and the Debtors

shall cooperate with and take all actions reasonably requested by the Buyer to effectuate any of the foregoing.

Release of Liens

~~10.11.~~ If any person or entity that has filed any financing statements, mortgages, mechanic's liens, *lis pendens*, or any other documents or agreements evidencing a Lien on the Debtors or any of the Assets conveyed pursuant to the ~~{_____}~~ Fairway Agreement and this Order shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all Liens which the person or entity has with respect to the Debtors or the Assets or otherwise, then (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Assets, and (b) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens in the Assets of any kind or nature whatsoever. Upon ~~releasing~~ the release of any Liens, ~~the~~ such Liens ~~will~~ shall attach to the proceeds of the Sale in the order and priority that existed prior to such releases.

Deemed Consent and Waiver of Preferential Purchase Rights

~~11.12.~~ Parties with an oil and gas interest or an interest in a Surface Right, including ~~but not limited to,~~ without limitation, a royalty interest or working interest providing for consent rights or preferential purchase rights with respect to certain of the Assets and who received notice in accordance with the applicable provisions of the ~~{_____}~~ Fairway Agreement and the Bidding Procedures Order and failed to timely object are hereby deemed to consent to the Sale

and/or waive their ability (if any) to exercise any preferential purchase right or consent right with respect to the Sale.

Police and Regulatory Power of Governmental Units

~~12.13.~~ 13. Nothing in this Order or the ~~{ } Fairway~~ Fairway Agreement releases, nullifies, precludes, or enjoins the enforcement of any police power by, or any regulatory liability to, any governmental unit under any applicable Environmental Law⁴ on the part of any entity as the owner or operator of property after the Closing. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Assets on account of the filing or pendency of these chapter 11 cases or, to the extent provided by section 525 of the Bankruptcy Code, the consummation of the transactions contemplated by the ~~{ } Fairway~~ Fairway Agreement, including, without limitation, the Sale and the Debtors' assumption and assignment of the Assigned Contracts and Assigned Leases to the Buyer. Nothing in this Order authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements under Environmental Law.

Assumption and Assignment of Assigned Contracts and Assigned Leases

~~13.14.~~ 14. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing, the Debtors' assumption and assignment to the Buyer of the

⁴ As used in this Order, "Environmental Law" means all federal, state and local statutes, regulations, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders, agreements and determinations and all common law concerning pollution or protection of the environment or environmental impacts on human health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act; the Clean Water Act; the Clean Air Act; the Emergency Planning and Community Right to Know Act; the Federal Insecticide, Fungicide, and Rodenticide Act; the Resource Conservation and Recovery Act; the Safe Drinking Water Act; the Surface Mining Control and Reclamation Act; the Toxic Substances Control Act; and any state or local equivalents.

Assigned Contracts and the Assigned Leases is hereby approved, and the requirements of section 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

~~14.15.~~ The Debtors are hereby authorized, in accordance with the ~~_____~~ Fairway Agreement, and in accordance with sections 105(a) and 365 of the Bankruptcy Code, to (i) assume and assign to the Buyer the Assigned Contracts and the Assigned Leases, effective upon and subject to the occurrence of the Closing, free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the Permitted Sale Encumbrances, the Permitted Title Encumbrances and the Assumed Liabilities), which Assigned Contracts and Assigned Leases, by operation of this Order, shall be deemed assumed and assigned to the Buyer effective as of the Closing, and (ii) execute and deliver to the Buyer such documents or other instruments as the Buyer may deem necessary to assign and transfer the Assigned Contracts and the Assigned Leases to the Buyer.

~~15.16.~~ Subject to Paragraph ~~16~~17 hereof:

- a. The Debtors are authorized to and may assume all of the Assigned Contracts and the Assigned Leases in accordance with section 365 of the Bankruptcy Code.
- b. The Debtors are authorized to and may assign each Assigned Contract and Assigned Lease to the Buyer in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assigned Contract or Assigned Lease that prohibit or condition the assignment of such Assigned Contract or Assigned Lease on the consent of the counterparty thereto or allow the non-Debtor party to such Assigned Contract or Assigned Lease to terminate, recapture, impose any penalty, condition, renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract or Assigned Lease, shall constitute unenforceable anti-assignment provisions which are expressly preempted under section 365 of the Bankruptcy Code and void and of no force and effect.
- c. All requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption and assignment of the Assigned Contracts and Assigned Leases by the Debtors to the Buyer have been satisfied.

- d. Upon the Closing, the Assigned Contracts and Assigned Leases shall be transferred and assigned to, and remain in full force and effect for the benefit of, the Buyer in accordance with their respective terms, notwithstanding any provision in any such Assigned Contract or Assigned Lease (including those of the type described in sections 365(b)(2), 365(e)(1) and 365(f) of the Bankruptcy Code) that prohibits, restricts, limits, or conditions such assignment or transfer pursuant to section 365(k) of the Bankruptcy Code.
- e. After the Debtors' transfer and assignment of the Assigned Contracts and the Assigned Leases to the Buyer, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested in all right, title, and interest of each Assigned Contract and Assigned Lease.
- f. Any portion of any Assigned Lease which purports to permit a landlord thereunder to cancel the remaining term of such Assigned Lease if the Debtors discontinue their use or operation of the leased premises is void and of no force and effect, and shall not be enforceable against the Buyer, or its assignees and sublessees; and the landlords under any such Assigned Lease shall not have the right to cancel or otherwise modify the Assigned Lease or increase the rent, assert any claim or impose any penalty by reason of such discontinuation, the Debtors' cessation of operations, the assignment of such Assigned Lease to the Buyer, or the interruption of business activities at any of the leased premises.

~~16.17.~~ 17. All defaults and all other obligations of the Debtors under the Assigned Contracts and the Assigned Leases occurring, arising or accruing prior to the assignment thereof to the Buyer at Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) are deemed to have been cured or satisfied by the payment of the proposed amount necessary, if any, to cure all monetary defaults, if any, under each Assigned Contract and Assigned Lease in the amounts set forth in the Notice of Assumption and Assignment or any Supplemental Notice of Assumption and Assignment (or any other cure cost reached by agreement after an objection to the proposed cure cost by a counterparty to an Assigned Contract or Assigned Lease), which was served in compliance with the Bidding Procedures Order, and as set forth on the schedule attached hereto as **Exhibit 2** (the "Cure Costs"), and which Cure Costs were satisfied, or shall be satisfied as

soon as practicable, by the Debtors or by the Buyer, as the case may be, as provided in the ~~_____~~ Agreement. Fairway Agreement. For the avoidance of doubt, Cure Costs, as defined herein, shall not include any obligations owed under Federal Leases prior to the assumption and assignment of such Federal Leases. For all Assigned Contracts and Assigned Leases for which a Notice of Assumption and Assignment was served, the Debtors and the Buyer, as applicable, are each authorized and directed to pay their respective portion of all Cure Costs required to be paid by such parties in accordance with the ~~_____~~ Fairway Agreement upon the later of (a) the Closing and (b) for any Assigned Contracts or Assigned Leases for which an objection has been filed to the assumption and assignment of such agreement or the Cure Costs relating thereto and such objection remains pending as of the date of this Order, the resolution of such objection by settlement or order of this Court. For all Assigned Contracts and Assigned Leases for which a Supplemental Notice of Assumption and Assignment was served, the Debtors and the Buyer, as applicable, are each authorized and directed to pay their respective portion of all Cure Costs required to be paid by such parties in accordance with the ~~_____~~ Fairway Agreement upon the later of (x) 14 days following service of the Supplemental Notice of Assumption and Assignment and (y) if an objection to the Supplemental Notice of Assumption and Assignment is timely filed in accordance with the Bidding Procedures Order, the resolution of such objection by settlement or order of this Court.

~~17.~~18. Pursuant to section 365(k) of the Bankruptcy Code, the Debtors and their estates shall be relieved from any liability for any breach for any Assigned Contract or Assigned Lease ~~following~~that occurs after the ~~effective date~~effectiveness of such assumption and assignment to the Buyer.

~~18. To the extent provided by Bankruptcy Code section 525, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Assets sold, transferred, or conveyed to the Buyer on account of the filing or pendency of these chapter 11 cases or the consummation of the transactions contemplated by the [] Agreement and this Order.~~

Modification of the Automatic Stay

19. The automatic stay provisions of section 362 of the Bankruptcy Code are lifted and modified to the extent necessary to implement the terms and conditions of the [] Fairway Agreement and the provisions of this Order.

Release of Liens by Creditors; Collection of Assets

20. Except as expressly provided to the contrary in this Order or in the [] Fairway Agreement, the holder of any valid Lien, Claim or Interest in the Debtors or the Assets shall, as of the Closing, be deemed to have waived and released such Lien, Claim or Interest, without regard to whether such holder has executed or filed any applicable release, and such Lien, Claim or Interest shall automatically, and with no further action by any party, attach to the portion of the ~~purchase price~~ proceeds of the Sale ultimately attributable to the Assets against or in which they claim an interest, in the order of their priority, with the same validity, force, and effect, if any, which they now have against such Assets, subject to any claims, defenses, and objections, if any, that the Debtors or their estates may possess with respect thereto. Notwithstanding the foregoing, any such holder of such a Lien, Claim, or Interest is authorized and directed to execute and deliver any waivers, releases, or other related documentation, as reasonably requested by the Debtors; *provided* that, this Paragraph 20 shall not apply to or affect (a) any third party working interests, third party royalty interests, third

~~party~~ production payments, or ~~similar recorded~~ third party net profits interests ~~in any Assets (or, if unrecorded, interests~~ that are not owned by the Debtors (or other interest subject to section 541(b)(4) of the Bankruptcy Code) or (b) ~~any~~ obligations of the Debtors that are assumed by the Buyer under any applicable ~~oil and gas lease,~~ joint operating agreement, or similar ~~conveyance or agreement~~ agreements that ~~relates~~ are assumed by the Buyer and relate to operations of the Assets ~~or otherwise touches,~~ except to the extent that such obligations have given rise to liabilities that are matured and ~~concerns the Assets~~ presently due and owing by the Debtors as of the Closing.

21. As of the Closing, the Buyer, and its successors and assigns, shall be designated and appointed as the Debtors' true and lawful attorney with full power of substitution in the Debtors' name and stead on behalf of and for the benefit of the Buyer, and its successors and assigns, for the following sole and limited purposes: to have the power to demand and receive any and all of the Assets and to give receipts and releases for and in respect of the Assets, or any part thereof, and from time to time to institute and prosecute against third parties for the benefit of the Buyer, its successors and assigns, proceedings at law, in equity or otherwise, which the Buyer, and its successors and assigns, may deem proper for the collection or reduction to possession of any of the Assets.

Effect of Recordation of Order

22. This Order, once filed, registered, or otherwise recorded, (a) shall be effective as a conclusive determination that, upon the Closing, all Liens, Claims and Interests of any kind or nature whatsoever (with the sole exception of the Permitted Sale Encumbrances, the Permitted Title Encumbrances and the Assumed Liabilities) existing as to the Assets prior to the Closing have been unconditionally released, discharged, and terminated and that the conveyances

described herein have been effected, and (b) shall be binding upon and shall govern the acts of all persons and entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, local officials, notaries, protonotaries, 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 Assets. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the [REDACTED] [Fairway](#) Agreement, including, without limitation, recordation of this Order. Notwithstanding the prior two sentences and for the avoidance of doubt, section 1146(a) of the Bankruptcy Code shall not apply to the Sale.

Administrative Priority Status

23. Any amounts that become payable by the Debtors to the Buyer pursuant to the [REDACTED] [Fairway](#) Agreement and any related agreements executed in connection therewith shall (a) be entitled to administrative expense claim status under sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code; (b) not be subordinate to any other administrative expense claim against the Debtors other than allowed claims entitled to priority under section 507(b) of the Bankruptcy Code, (c) not be altered, amended, discharged or affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases without the prior written [REDACTED] [consent](#) of the Buyer, and (d) be paid by the Debtors in the time and manner provided for in the [REDACTED] [Fairway](#) Agreement without further order of this Court.

Prohibition of Actions Against the Buyer

24. Except for the Permitted Sale Encumbrances, the Permitted Title Encumbrances and the Assumed Liabilities or as expressly permitted or otherwise specifically provided for in the ~~{} Fairway~~ Agreement or this Order, the Buyer and its affiliates shall have no liability or responsibility for any liability or other obligation of the Debtors' arising under or related to the Assets or otherwise. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the ~~{} Fairway~~ Agreement, the Buyer and its affiliates shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and the Buyer and its affiliates shall have no successor or vicarious liabilities of any kind or character including ~~but not limited to~~, without limitation, any theory of antitrust, warranty, product liability, environmental, successor or transferee liability, labor law, ERISA, *de facto* merger, mere continuation, or substantial continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors, including, ~~but not limited to~~ without limitation, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing or any claims under the WARN Act or any claims related to wages, benefits, severance or vacation pay owed to employees or former employees of the Debtors.

25. Effective upon the Closing, with the sole exception of any enforcement of rights related to the Permitted Sale Encumbrances, the Permitted Title Encumbrances, and the Assumed Liabilities, all persons and entities shall be, and hereby are, forever barred and estopped from (a) taking any action that would adversely affect or interfere with the ability of the Debtors to transfer the Assets to the Buyer in accordance with the terms of this Order and the Fairway

Agreement and (b) asserting, prosecuting, or otherwise pursuing, whether in law or in equity, in any judicial, administrative, arbitral or other proceeding, any Liens, Claims or Interests of any kind or nature whatsoever against the Buyer and its successors, designees, assigns, or property, or the Assets conveyed under this Order in accordance with the Fairway Agreement.

No Interference

~~25.26.~~ Following the Closing, no holder of a Lien, Claim and/or Interest in or against the Debtors or the Assets shall interfere with the Buyer's title to or use and enjoyment of the Assets based on or related to such Lien, Claim, and/or Interest or any actions that the Debtors may take in their bankruptcy cases or any successor cases.

Retention of Jurisdiction

~~26.27.~~ This Court retains jurisdiction to, among other things, interpret, enforce and implement the terms and provisions of the this Order and the ~~[_____]~~ Fairway Agreement, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, including, ~~but not limited to~~ without limitation, retaining jurisdiction to: (a) ~~compel~~ delivery of the Assets or performance of other obligations owed to the Buyer; (b) ~~compel~~ delivery of the ~~purchase price~~ proceeds of the Sale or performance of other obligations owed to the Debtors; (c) resolve any disputes arising under or related to the ~~[_____]~~ Fairway Agreement, except as otherwise provided therein; (d) interpret, implement, and enforce the provisions of this Order; and (e) protect the Buyer and its affiliates against (i) any Liens, Claims and Interests in or against the Debtors or the Assets of any kind or nature whatsoever and (ii) any creditors or other parties in interest regarding the turnover of the Assets that may be in their possession; provided that, for the avoidance of doubt, the Court's jurisdiction shall not continue with respect to any regulatory actions or administrative proceedings related to

any Federal Leases (defined below) between the Debtors or the Buyer and its assigns, on one hand, and the United States Department of Interior (“DOI”) on the other.

No Stay of Order

~~27.~~28. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and the Buyer are free to close the Sale under the ~~{~~Fairway Agreement at any time pursuant to the terms thereof.

Good Faith Purchaser

~~28.~~29. The Sale contemplated by the ~~{~~Fairway Agreement is undertaken by the Buyer in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to the Buyer (including the assumption and assignment by the Debtors of any of the Assigned Contracts and the Assigned Leases), unless such authorization is duly stayed pending such appeal. The Buyer is a buyer in good faith of the Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

Preservations of Rights

~~29.~~30. Nothing contained in the Motion, this Order, or the ~~{~~Fairway Agreement; or any allocation schedule attached or related thereto shall constitute a waiver of or prejudice any argument of a party in interest regarding, or the right of any party in interest to contest, the Debtors’ allocation of the proceeds of the Sale; and all such rights shall be preserved. Notwithstanding the foregoing, the allocation of the proceeds of the Sale contained in the

Fairway Agreement shall be binding between the Debtors and the Buyer for the purposes set forth in the Fairway Agreement.

~~30.31.~~ Notwithstanding any provision in the Motion, this Order or any implementing use, sale, or transfer documents (collectively, including the Fairway Agreement, the “Sale Documents”), any sale, assignment and/or transfer of any interests in contracts, leases, covenants, operating rights agreements, rights-of-use and easements, and rights-of-way or other interests or agreements (a) with the federal government; (b) involving (i) federal land or minerals or (ii) lands or minerals held in trust for federally-recognized Indian tribes or Indian individuals (collectively, “Indian Landowners”); or (c) held by such Indian Landowners in fee with federal restriction on alienation (collectively, the “Federal Leases”), will be ineffective with respect thereto absent the consent of the United States and any applicable Indian Landowner. The Debtors and the Buyer agree to comply with all applicable bankruptcy and non-bankruptcy law with respect to the Federal Leases, and nothing in the Sale Documents shall otherwise affect any decommissioning obligations and financial assurance requirements under the Federal Leases as determined by the United States and any applicable Indian Landowner (as provided for under applicable law and the Federal Leases) that must be met by the Debtors and/or the Buyer~~-, as applicable~~. Moreover, nothing in this Order or the Sale Documents shall be interpreted to require the United States and any applicable Indian Landowner to novate, approve or otherwise consent to the assumption, sale, assignment and/or transfer of any interests in the Federal Leases. For the avoidance of doubt, in order to obtain the consent of the United States and~~/or~~ any applicable Indian Landowner to the assumption, sale, assignment and/or transfer of any interests in a Federal Lease, all existing defaults under ~~the~~such Federal Leases, including, without limitation, any outstanding rents or royalties known to date plus interest, must be assumed and~~/or~~ cured.

~~The United States Department of Interior~~ (“as appropriate, and nothing in this Order, or the Fairway Agreement, shall be interpreted to set Cure Costs for the Federal Leases. DOI”) will retain and have the right to audit and/or perform any compliance review related to the Federal Leases, and if appropriate, to collect from the Debtors and/or the Buyer, under applicable federal regulations, any additional monies owed by the Debtors prior to the transfer or assignment of the Federal Leases without those rights being adversely affected by these bankruptcy proceedings.

32. For the avoidance of doubt, the respective obligations of the Debtors and the Buyer to the United States and/or Indian Landowners under the preceding paragraph shall be governed, as between the Debtors and the Buyer, by the Fairway Agreement.

~~31.~~33. The Debtors and Buyer, if able to obtain consent in an interest in the Federal Leases, will retain all defenses and/or rights, other than defenses and/or rights arising from the filing of these chapter 11 cases, to challenge any determinations relating to the Federal Leases; provided, however, that any such challenge, including any challenge associated with this bankruptcy proceeding, must be raised in the United States’ administrative review process leading to a final agency determination by the DOI. The audit and/or compliance review period shall remain open for the full statute of limitations period established by the Federal Oil and Gas Royalty Simplification and Fairness Act of 1996 (30 U.S.C. Section 1701, et seq.) to the extent applicable to the Federal Lease(s) under non-bankruptcy law. Further, nothing in the Sale Documents or this Order shall affect the United States’ police and regulatory powers, and the United States’ rights to offset or recoup any amounts due under, or relating to, any Federal Leases (if any) are expressly preserved.

34. Any liability for post-Closing plugging and abandonment or other decommissioning obligations related to the Assets shall be an Assumed Liability, and the Buyer

(or its successors or assigns) shall be solely liable for such obligations, in each case with respect to the Federal Leases or otherwise.

35. Nothing in this Order shall be construed to authorize or permit: (a) the sale of any compressors owned by J-W Power Company (“J-W”) or (b) the assumption and/or assignment of any executory contracts between J-W and any Debtor, unless such assumption and/or assignment is subject to a subsequent Court order after notice to J-W and an opportunity to respond or otherwise consented to by J-W.

36. Nothing in this Order shall be construed to authorize or permit: (a) the transfer of any seismic, geological or geophysical data or intellectual property owned by Seitel Data, Ltd., Seitel Data Corp., Seitel Offshore Corp., Seitel Canada, Ltd. f/k/a Olympic Seismic, Ltd. (collectively, “Seitel”); or (b) unless otherwise consented to by Seitel, the assumption and/or assignment of any master license agreement and/or supplemental agreements between Seitel and any Debtor, which assumption and/or assignment, if any, is subject to subsequent Court order after notice to Seitel and an opportunity to respond.

37. Nothing in this Order shall be construed to authorize or permit: (a) the transfer of any seismic, geological or geophysical data or intellectual property owned by TGS-NOPEC Geophysical Company, A2D Technologies, Inc. d/b/a TGS Geological Products and Services, or an affiliate thereof (collectively, “TGS”); or (b) unless otherwise consented to by TGS, the assumption and/or assignment of any license agreement between TGS and any Debtor, which assumption and/or assignment, if any, is subject to subsequent Court order after notice to TGS and an opportunity to respond.

38. Nothing in this Order shall be construed to authorize or permit: (a) the transfer of any seismic, geological or geophysical data, or any software or other intellectual property owned

or licensed by SAP America, Inc. (“SAP”); (b) the assumption and/or assignment of the Software License Agreement between SAP and any Samson Resources Corporation (the “License Agreement”), which such assumption and/or assignment, if any, is subject to subsequent Court order after notice to SAP and an opportunity to respond; or (c) the Debtors’ use of any software or other intellectual property owned or licensed by SAP pursuant to the License Agreement for the benefit of any Buyer or other third party, absent SAP’s prior written consent. Notwithstanding the foregoing, and subject to (i) SAP and the Debtors entering into an amendment to the License Agreement, and (ii) SAP’s review and approval of the terms of any proposed Transition Services Agreement between the Debtors and Buyers, SAP will consent to the Debtors’ provision of transition services to the Buyers using SAP’s software for up to ninety (90) days from the Closing, which services shall be limited to the Debtors’ use of the software to process data for the Buyers and the Buyers receiving only screen access to such data.

39. The Debtors and the Buyer acknowledge that: (A) EnerVest Operating and/or certain of its affiliated entities (collectively, “EnerVest”) hold and/or possess certain interests in or related to the Assets (collectively, the “EnerVest Interests”). Notwithstanding any contrary provisions of this Order or in the Fairway Agreement, (a) the Debtors shall pay in full all pre-closing revenue payments, operating expenses, and other disbursements due and owing to EnerVest related to the Assets and/or on account of the EnerVest Interests within five (5) Business Days following the Closing or, in EnerVest’s discretion, in the ordinary course of business, (b) to the extent otherwise permitted under applicable law, EnerVest shall retain the right, and is authorized, to exercise any right of recoupment with respect to Wells operated by EnerVest included among the Assets, all proceeds and revenue earned up to the Closing Date and otherwise payable to Debtors or Buyer for production sold up to the Closing Date, against all

obligations and amounts incurred and/or owing to EnerVest up to the Closing Date on account of operating expenses and/or joint interest billings, (c) EnerVest shall retain rights of recoupment otherwise permitted under applicable law related to any EnerVest Interests and/or obligations due and owing to EnerVest, and the Assets shall remain subject thereto, and (d) the EnerVest Interests as related to any proceeds or revenue associated with the Assets shall not be altered, amended or otherwise affected by this Order or the Fairway Agreement. If timely paid in the ordinary course of business, EnerVest agrees not to exercise its right of recoupment with respect to pre-closing obligations owed to EnerVest as set forth herein. For the avoidance of doubt, no Claim of EverVest against the Debtors shall become an obligation of the Buyer, other than as may be provided in the Fairway Agreement or this paragraph. All imbalance obligations owed to EnerVest are being assumed by Buyer.

40. Notwithstanding anything to the contrary contained in this Order or the Fairway Agreement, the free and clear provisions of this Order shall not apply to (i) any and all plugging and abandonment and other decommissioning obligations of the Debtors to Chesapeake Operating, LLC (“Chesapeake”) in respect of any Assets that are assumed by the Buyer pursuant to the Fairway Agreement, (ii) any third party working interests, royalty interests, production payments, or similar interests of Chesapeake in any applicable Assets acquired or assumed by the Buyer, or (iii) any obligations of the Debtors to Chesapeake under any applicable joint operating agreement, balancing agreement or similar agreement with Chesapeake that relate to operations of the Assets that shall be assumed by the Buyer pursuant to the Fairway Agreement; (B) subject to any applicable contractual rights for adjustment or set-off that the Debtors may possess, the Debtors shall pay in full all pre-closing revenue payments and other disbursements due and owing to Chesapeake related to the Assets on or prior to the consummation of the Sale;

and (C) to the extent that the Debtors are seeking to assume any applicable joint operating agreement, gathering agreement or similar executory contract or unexpired lease with Chesapeake and assign such contract(s) or lease(s) to the Buyer pursuant to the terms of the Fairway Agreement, the Buyer shall provide adequate assurance of future performance of any such agreements and/or leases and the Debtors or the Buyer (as applicable pursuant to the terms of the Fairway Agreement) shall cure any defaults thereunder (in each case to the extent required under the Bankruptcy Code). For the avoidance of doubt, nothing in this paragraph shall cause any Claim of Chesapeake against the Debtors to become an obligation of the Buyer, other than as may be provided in the Fairway Agreement.

41. For the avoidance of doubt, nothing contained in paragraphs 35–40 shall (i) impact the Debtors’ obligation to (a) convey the Assets to the Buyer or (b) provide transition services, each as contemplated under the Fairway Agreement or (ii) constitute a modification, waiver, or release of any right, agreement, covenant, or obligation of Buyer or Seller under the Fairway Agreement.

Inconsistencies with Prior Orders, Pleadings or Agreements

~~32.~~42. To the extent of any conflict between the ~~{~~Fairway Agreement and this Order, the terms of this Order shall govern. To the extent this Order is inconsistent or conflicts with any prior order or pleading in these chapter 11 cases, the terms of this Order shall govern and any prior orders shall be deemed amended or otherwise modified to the extent required to permit consummation of the Sale.

Failure to Specify Provisions

~~33.~~43. The failure to specifically reference any particular provisions of the ~~{~~Fairway Agreement or other related documents in this Order shall not diminish or

impair the effectiveness of such provisions, it being the intent of the Court that the

 [Fairway](#) Agreement and other related documents be authorized and approved.

Wilmington, Delaware

Dated: _____, 2016

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

~~K&E Draft 10/16/2016; Attorney Work Product; Confidential~~

Exhibit 1

~~_____~~ **Fairway Agreement**

Exhibit 2

Cure Costs

Exhibit B

East Anadarko

~~K&E Draft 10/16/2016; Attorney Work Product; Confidential~~

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
	)	Chapter 11
SAMSON RESOURCES CORPORATION, <i>et al.</i> , ¹	)	Case No. 15-11934 (CSS)
)	
Debtors.	)	(Jointly Administered)
)	
	)	Re: Docket Nos. 1322, 1349, 1425

ORDER (I) AUTHORIZING (A) THE SALE OF THE [REDACTED] EAST ANADARKO ASSET PACKAGE FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS, (B) THE DEBTORS' ENTRY INTO AND PERFORMANCE OF THEIR OBLIGATIONS UNDER THE ASSET PURCHASE AGREEMENT AND ANCILLARY AGREEMENTS, AND (C) THE DEBTORS' ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS ~~AND UNEXPIRED LEASES~~; AND (II) GRANTING RELATED RELIEF

Upon the motion [Docket No. 1322] (the "Motion")² and the supplement to the Motion [Docket No. 1349] of the above-captioned debtors and debtors in possession (collectively, the "Debtors")³ for entry of an order (this "Order"), among other things, (a) authorizing the sale (the "Sale") of the Assets (as defined in the [REDACTED] Rebellion Agreement (as defined below)) contemplated by the [REDACTED] East Anadarko Stalking Horse Agreement to [REDACTED] Rebellion Energy, LLC (or any Affiliate transferee or transferees pursuant to the terms of the [REDACTED] Rebellion Agreement, the "Buyer"), pursuant to the Asset Purchase

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Geodyne Resources, Inc. (2703); Samson Contour Energy Co. (7267); Samson Contour Energy E&P, LLC (2502); Samson Holdings, Inc. (8587); Samson-International, Ltd. (4039); Samson Investment Company (1091); Samson Lone Star, LLC (9455); Samson Resources Company (8007); and Samson Resources Corporation (1227). The location of parent Debtor Samson Resources Corporation's corporate headquarters and the Debtors' service address is: Two West Second Street, Tulsa, Oklahoma 74103.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the [REDACTED] Rebellion Agreement (as defined herein), as applicable; *provided* that in the event of any conflict with respect to the meaning of a capitalized term, the meaning ascribed to such term in the [REDACTED] Rebellion Agreement shall control.

³ All references to the "Debtors" shall include the debtors and their estates.

Agreement between Samson Resources Company and the Buyer, dated as of September ~~13~~, 2016 (together with all other documents contemplated thereby, as such agreement may be amended, restated or supplemented, the "~~Rebellion~~ Rebellion Agreement"), a copy of which is attached hereto as **Exhibit 1**, free and clear of all Liens, Claims, and Interests (each as defined herein); (b) authorizing the assumption and assignment of certain executory contracts and unexpired leases to the Buyer; and (c) granting related relief, all as more fully set forth in the Motion; and the Court having entered the *Order (I) Establishing Bidding Procedures and Granting Related Relief and (II) Approving the Sale of Certain Assets Free and Clear of Liens, Claims, Encumbrances, and Interests* [Docket No. 1425] (the "Bidding Procedures Order"); and the Debtors having filed the *Notice of Auction* [Docket No. 1454] (the "Notice of Auction") stating that the Debtors did not receive any competing Bids for the Assets; and the Debtors having filed the *Notice of Successful Bidder and Backup Bidder* [Docket No. ~~1499~~ 1499] (the "Notice of Successful Bidders") identifying the Buyer as the Successful Bidder for the Assets in accordance with the Bidding Procedures Order; and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); 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 found that the relief requested in the Motion is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest; and the Court having found that the Debtors provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances; and the Court having reviewed the Motion and having heard the statements and evidence in support of the relief requested therein at a hearing before the Court that commenced on October 17, 2016 (the "Sale Hearing");

and the Court having determined that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY FOUND AND DETERMINED THAT:**

Findings of Fact and Conclusions of Law

A. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

Jurisdiction and Venue

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. Without limiting the generality of the foregoing, this Court has exclusive *in rem* jurisdiction over the Assets pursuant to 28 U.S.C. § 1334(e), as such Assets are 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 matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

Statutory Predicates

C. The statutory and other legal bases for the relief requested in the Motion are sections 105(a), 363, and 365 of the Bankruptcy Code, as supplemented by Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014 and Local Rule 6004-(1). The consummation of the

transactions contemplated by the ~~_____~~ Rebellion Agreement and this Order is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and the Debtors and the Buyer have complied with all of the applicable requirements of such sections and rules in respect of such transactions.

Notice

D. As evidenced by the affidavits and/or certificates of service and publication notice filed with the Court, proper, timely, adequate, and sufficient notice of the Motion, the Bidding Procedures, the ~~Auction, the~~ Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Contracts (as described in Section 2.1(b)(ix) of the Rebellion Agreement) plus any Federal Lease (as defined below) and any similar contract rights that may be deemed executory contracts ~~and~~ or unexpired leases ~~specified as~~ capable of ~~the date hereof~~ assumption pursuant to ~~the _____ Agreement (the~~ section 365 (collectively “Assigned Contracts” and the “Assigned Leases,” respectively), the Cure Costs (as defined below), the Sale Hearing, and all deadlines related thereto, has been provided, as relevant, in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014, Local Rule 6004-(1) and in compliance with the Bidding Procedures Order, to all interested persons and entities, including, without limitation, the Notice Parties (as defined below).

E. Notice of ~~the Auction and~~ the Sale Hearing was published in the *New York Times* and *Tulsa World* in accordance with the Bidding Procedures Order and was sufficient and proper notice to any other interested parties, including those parties whose identities are unknown to the Debtors. With respect to any parties that may have claims against the Debtors, but whose identities are not reasonably ascertainable by the Debtors, the publication of the notice of the

~~Auction and the~~ Sale Hearing was sufficient and reasonably calculated under the circumstances to reach such parties.

F. The Debtors served notices substantially in the form included in the *Notice of Proposed Assumption and Assignment Notice of Executory Contracts and Unexpired Leases in Connection with respect to the Sale of Certain of the Debtors' Assets and the Proposed Cure Costs* [Docket No. 1458], (each a “Notice of Assumption and Assignment”), in accordance with the Bidding Procedures, identifying, among other things, the Cure Costs. ~~(as defined below).~~ The Debtors served the Notice of Assumption and Assignment ~~Notice~~ on each of the non-Debtor counterparties to the Assigned Contracts (as defined below) and the Assigned Leases. ~~(as defined below).~~ The service of the Notice of Assumption and Assignment ~~Notice~~ was sufficient under the circumstances and in full compliance with the Bidding Procedures Order, and no further notice need be provided in respect of the Debtors’ assumption and assignment to the Buyer of the Assigned Contracts ~~and the Assigned Leases~~ or the Cure Costs. All non-Debtor counterparties to the Assigned Contracts ~~and the Assigned Leases~~ have had an adequate opportunity to object to the assumption and assignment of the Assigned Contracts and the ~~Assigned Leases and the~~ Cure Costs.

G. The notice described in the foregoing Paragraphs C–F is good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Bidding Procedures, the ~~Auction, the~~ Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts ~~and the Assigned Leases~~, the Cure Costs, the Sale Hearing, consent and preferential purchase rights related to oil and gas interests and Surface Rights ~~(“Surface Rights”)~~, and all deadlines related thereto is or shall be required.

Marketing and Sale Process

H. The Sale of the Assets to the Buyer pursuant to the Bidding Procedures was duly authorized pursuant to sections 363(b)(1) and 363(f) of the Bankruptcy Code, Bankruptcy Rule 6004(f) and Local Rule 6004-1. As demonstrated by (i) ~~the~~ testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors and their professionals, agents, and other representatives have marketed the Assets and conducted all aspects of the sale process, including the solicitation of bids for the Assets, in good faith and in compliance with the Bidding Procedures and the Bidding Procedures Order. The marketing process undertaken by the Debtors and their professionals, agents and other representatives with respect to the Assets has been adequate and appropriate and reasonably calculated to maximize value for the benefit of all stakeholders. The Bidding Procedures ~~and the Auction~~ were duly noticed, were substantively and procedurally fair to all parties, including all Potential Bidders and ~~including with respect to~~ all provisions governing credit bidding, and were conducted in a diligent, non-collusive, fair and good-faith manner.

I. The Bid Deadline passed at 5:00 p.m. (prevailing Eastern Time), on October 4, 2016 in accordance with the Bidding Procedures and Bidding Procedures Order. On October 6, 2016, the Debtors filed the Notice of Auction stating that the Debtors did not receive any competing Bids for the Assets. Pursuant to the terms of the Bidding Procedures, the transaction contemplated by the ~~[~~ Rebellion Agreement was the highest and best bid for the Assets and, therefore, was designated as the Successful Bid. ~~[The Debtors conducted an Auction on October 10, 2016 in accordance with the Bidding Procedures and Bidding Procedures Order.]~~ On October 11, 2016, the Debtors filed the Notice of Successful Bidders identifying the Buyer as

the Successful Bidder for the Assets in accordance with the Bidding Procedures Order. As established by the record of the Sale Hearing, the bidding and related procedures established by the Bidding Procedures Order have been complied with in all material respects by the Debtors and the Buyer. The Bidding Procedures afforded a full, fair and reasonable opportunity for any entity or person to make a higher or otherwise better offer to purchase the Assets, and the [REDACTED] [Rebellion](#) Agreement constitutes the best and highest offer for the Assets.

Corporate Authority

J. The Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541 of the Bankruptcy Code. The Debtors (i) have full corporate power and authority to execute the [REDACTED] [Rebellion](#) Agreement and all other documents contemplated thereby, and the Sale to the Buyer has been duly and validly authorized by all necessary corporate action, (ii) have all of the corporate power and authority necessary to consummate the Sale and all transactions contemplated by the [REDACTED] [Rebellion](#) Agreement, (iii) have taken all corporate action necessary to authorize and approve the [REDACTED] [Rebellion](#) Agreement and the consummation by the Debtors of the Sale and all transactions contemplated thereby, and (iv) require no consents or approvals, other than those expressly provided for in the [REDACTED] [Rebellion](#) Agreement, to consummate such transactions.

Highest and Best Offer; Business Judgment

K. The Debtors have demonstrated a sufficient basis to enter into the [REDACTED] [Rebellion](#) Agreement, sell the Assets on the terms outlined therein and assume and assign the Assigned Contracts ~~and the Assigned Leases~~ to the Buyer under sections 363 and 365 of the Bankruptcy Code. All such actions are appropriate exercises of the Debtors' business

judgment and in the best interests of the Debtors, their creditors, their estates and other parties in interest. Approval of the Sale pursuant to the ~~_____~~ Rebellion Agreement at this time is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest.

L. The offer of the Buyer, upon the terms and conditions set forth in the ~~_____~~ Rebellion Agreement, including, without limitation, the total consideration to be realized by the Debtors thereunder, (i) is the highest and best offer received by the Debtors after extensive marketing, including through the Bidding Procedures, (ii) is in the best interests of the Debtors, their creditors, their estates and other parties in interest and (iii) constitutes full and adequate consideration, is fair and reasonable and constitutes reasonably equivalent value, fair consideration, and fair value for the Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, and under the laws of the United States, any state, territory, possession, or the District of Columbia. Taking into consideration all relevant factors and circumstances, no other entity has offered to purchase the Assets for greater economic value to the Debtors or their estates.

Opportunity to Object

M. A reasonable opportunity to object or be heard with respect to the Motion, the Bidding Procedures, the ~~Auction, the~~ Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts ~~and the Assigned Leases~~, the Cure Costs, the Sale Hearing, consent and preferential purchase rights related to oil and gas interests or Surface Rights, and all deadlines related thereto has been afforded to all interested persons and entities, including, without limitation: (i) the Office of the U.S. Trustee for the District of Delaware; (ii) the Committee; (iii) the agent under the Debtors' first lien credit facility; (iv) counsel to the agent under the Debtors' first lien credit facility; (v)

the agent under the Debtors' second lien credit facility; (vi) counsel to the agent under the Debtors' second lien credit facility; (vii) the Internal Revenue Service and all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; (viii) the United States Securities and Exchange Commission; (ix) counsel to the Stalking Horse Bidders; (x) all parties who have expressed a written interest in some or all of the Assets; (xi) all entities known to hold or to have asserted any "Lien²²" "Claim²²" or "Interest" (each as defined herein) with respect to any of the Assets; (xii) all parties entitled to notice pursuant to Local Rule 2002-1(b); (xiii) each governmental agency that is an interested party with respect to the Sale and transactions proposed thereunder, including without limitation, the United States Bureau of Land Management and the United States Bureau of Indian Affairs; (xiv) all known creditors of the Debtors, including their contract counterparties; and (xv) all parties with an oil and gas interest or Surface Rights, including, ~~but not limited to~~ without limitation, a royalty interest or working interest, which may provide for consent rights or preferential purchase rights with respect to certain of the Assets (the foregoing persons and entities, collectively, the "Notice Parties").

Good Faith Purchaser; Arm's Length Sale

N. The ~~_____~~ Rebellion Agreement was negotiated, proposed, and entered into by the Debtors and the Buyer without collusion, in good faith, and from arm's length bargaining positions. Neither the Debtors, nor the Buyer, nor any affiliate of the Buyer has engaged in any conduct that would cause or permit the ~~_____~~ Rebellion Agreement or the Sale to be avoided under section 363(n) of the Bankruptcy Code.

O. The Buyer is a good-faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby.

P. Neither the Buyer nor any of its affiliates, members, officers, directors, shareholders or any of its or their respective successors or assigns is an “insider” or “affiliate” of any of the Debtors, as those terms are defined in sections 101(31) and 101(2) of the Bankruptcy Code, and the Buyer’s professionals, agents and other representatives have complied in all respects with the Bidding Procedures Order and all other applicable orders of this Court in negotiating and entering into the ~~_____~~ Rebellion Agreement. The ~~_____~~ Rebellion Agreement complies with the Bidding Procedures Order and all other applicable orders of this Court.

Free and Clear Transfer Required by Buyer

Q. The Buyer would not have entered into the ~~_____~~ Rebellion Agreement and would not ~~have consummated~~ consummate the Sale, thus adversely affecting the Debtors, their estates, and their creditors, if each of (i) the Sale and (ii) the assumption and assignment of the Assigned Contracts ~~and the Assigned Leases~~ to the Buyer were not free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the Permitted Encumbrances and the Assumed Liabilities) as more fully set forth in Paragraph 8 of this Order, or if the Buyer would, or in the future could, be liable for any of the Excluded Liabilities. For the avoidance of doubt, the Buyer shall have no responsibility whatsoever with respect to the Excluded Liabilities, which shall remain the responsibility of the Debtors before, on, and after the Closing.

R. As of the Closing, pursuant and subject to the terms of the ~~_____~~ Rebellion Agreement and this Order, the transfer of the Assets and of the Assumed Liabilities and the Sale will effect a legal, valid, enforceable, and effective transfer of the Assets and will vest the Buyer

with all of the Debtors' rights, title, and interests in the Assets free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the ~~Permitted Encumbrances and the~~ Assumed Liabilities), including without limitation, (i) mortgages, deeds of trust, pledges, charges, security interests, rights of first refusal, hypothecations, encumbrances, easements, servitudes, leases or subleases, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of offset or recoupment, rights under any operating agreement not assumed by or assigned to the Buyer, right of use or possession, subleases, leases, conditional sale arrangements, any dedication under any gathering, transportation, treating, purchasing or similar agreement that is not assumed by or assigned to the Buyer, or any rights that purport to give any party a right of first refusal or consent with respect to the Debtor^s' interest in the Assets or any similar rights; (ii) all claims as defined in Bankruptcy Code section 101(5), including without limitation, all rights or causes of action (whether in law or in equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff, recoupment, indemnity or contribution, obligations, demands, restrictions, indemnification claims, or liabilities relating to any act or omission of the Debtors or any other person, consent rights, options, contract rights, covenants, and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued, or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of the above-captioned cases, and whether imposed by agreement, understanding, law, equity or otherwise; (iii) all debts, liabilities, obligations, contractual rights and claims and labor, employment and pension claims, in each case, whether 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 un-matured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity or otherwise; (iv) any rights based on any successor or transferee liability; (v) any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtors' or the Buyer's interest in the Assets, or any similar rights; (vi) any rights under labor or employment agreements; (vii) any rights under mortgages, deeds of trust, and security interests; (viii) any rights related to intercompany loans and receivables between the Debtors and any non-Debtor subsidiary or affiliate; (ix) any rights under pension, multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of the Employee Retirement Income Security Act of 1974 (as amended, "ERISA"), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (x) any other employee claims related to worker's compensation, occupational disease, or unemployment or temporary disability, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code and of any similar state law (collectively, "COBRA"), (i) state discrimination laws, (j) state unemployment compensation

laws or any other similar state laws, (k) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors, or (l) the WARN Act (29 U.S.C. §§2101 *et seq.*); (xi) any bulk sales or similar law; (xii) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the Assets prior to the Closing, including, without limitation, any *ad valorem* taxes assessed by any applicable taxing authority; and (xiii) any unexpired and executory contract or unexpired lease to which a Debtor is a party that is not an Assigned Contract ~~or an Assigned Lease~~ that will be assumed and assigned pursuant to this Order and the ~~_____~~ Rebellion Agreement; and (xiv) any other Excluded Liabilities as provided in the ~~_____~~ Rebellion Agreement.

Satisfaction of Section 363(f)

S. The Debtors may sell the Assets free and clear of any and all Liens, Claims, and Interests (each as defined herein) of any kind or nature whatsoever, including any rights or claims based on any putative successor or transferee liability, as set forth herein, because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. All parties in interest, including, without limitation, any holders of Liens, Claims, and/or Interests, and holders of any consent and preferential purchase rights related to oil and gas interests or Surface Rights, and any non-Debtor counterparties to the Assigned Contracts ~~and Assigned Leases~~, who did not object, or who withdrew their objection, to the Sale, the Motion, ~~consent and preferential purchase rights related to oil and gas interests or Surface Rights,~~ the assumption and assignment of the applicable Assigned Contract ~~or Assigned Lease~~ or the associated Cure Cost are deemed to have consented to the relief granted herein pursuant to section ~~363(f)(2)~~ of the Bankruptcy Code. Those (i) holders of Liens, Claims, or Interests and

(ii) non-Debtor parties to Assigned Contracts ~~and Assigned Leases that did not object~~that did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code or are adequately protected by having their Liens, Claims, or Interests, if any, attach to the portion of the ~~purchase price~~proceeds of the Sale ultimately attributable to the Assets against or in which they claim an interest, in the order of their priority, with the same validity, force and effect, if any, which they now have against such Assets, subject to any claims and defenses the Debtors or their estates may possess with respect thereto.

No Successorship

T. Neither the Buyer nor any of its affiliates are successors to the Debtors or their estates by reason of any theory of law or equity, and neither the Buyer nor any of its affiliates shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates, except as otherwise expressly provided in the ~~[]~~Rebellion Agreement or this Order.

Assigned Contracts ~~and Assigned Leases~~

U. The Debtors have demonstrated (i) that it is an exercise of their sound business judgment to assume and assign the Assigned Contracts ~~and the Assigned Leases~~ to the Buyer in each case in connection with the consummation of the Sale and (ii) that the assumption and assignment of the Assigned Contracts ~~and the Assigned Leases~~ to the Buyer is in the best interests of the Debtors, their estates and creditors, and other parties in interest. The Assigned Contracts ~~and the Assigned Leases~~ being assigned to the Buyer are an integral part of the Assets being purchased by the Buyer and, accordingly, such assumption, assignment and cure of any defaults under the Assigned Contracts ~~and the Assigned Leases~~ are reasonable and enhance the value of the Debtors' estates. Any non-Debtor counterparty to an Assigned Contract ~~or Assigned~~

~~Lease~~ that has not actually filed with the Court an objection to such assumption and assignment in accordance with the terms of the Motion is deemed to have consented to such assumption and assignment.

Cure Costs and Adequate Assurance

V. The Debtors and the Buyer, as applicable, have, ~~including~~ by way of entering into the ~~[]~~ Rebellion Agreement, and agreeing to the provisions relating to the Assigned Contracts ~~and Assigned Leases~~ therein, (i) cured, or provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Assigned Contracts ~~and Assigned Leases~~ within the meaning of section 365(b)(1)(A) of the Bankruptcy Code and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assigned Contracts ~~and the Assigned Leases~~ within the meaning of section 365(b)(1)(B) of the Bankruptcy Code and the Buyer has, based upon the record of these proceedings, including the evidence proffered by the Debtors at the Sale Hearing, provided adequate assurance of its future performance of and under the Assigned Contracts ~~and the Assigned Leases~~ pursuant to sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. The Buyer's promise under the ~~[]~~ Rebellion Agreement to perform the obligations under the Assigned Contracts ~~and the Assigned Leases~~ after the Closing shall constitute adequate assurance of future performance under the Assigned Contracts ~~and the Assigned Leases~~ being assigned to the Buyer within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. The Cure Costs are hereby deemed to be the sole amounts necessary to cure any and all defaults under the Assigned Contracts ~~and the Assigned Leases~~ under section 365(b) of the Bankruptcy Code.

Time Is of the Essence; Waiver of Stay

W. Time is of the essence in consummating the Sale. In order to maximize the value of the Assets, it is essential that the sale and assignment of the Assets occur within the time constraints set forth in the ~~_____~~ Rebellion Agreement. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 6004 and 6006.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

Motion is Granted

1. The relief requested by the Motion is granted as set forth herein.

Objections Overruled

2. All objections to the entry of this Order or to the relief granted herein, whether filed, stated on the record before this Court or otherwise, which have not been withdrawn, waived, or settled, and all reservations of rights included therein, are denied and overruled on the merits. All objections to the entry of this Order or to the relief granted herein that were not timely filed are hereby forever barred.

3. Notice of the Motion, the Bidding Procedures, the Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts ~~and the Assigned Leases~~, the Cure Costs, the Sale Hearing, consent and preferential purchase rights related to oil and gas interests and Surface Rights, and all deadlines related thereto was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006.

Approval of the ~~_____~~ Rebellion Agreement

4. The ~~_____~~ Rebellion Agreement, including all of the terms and conditions thereof, is hereby approved. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors are authorized and directed to take any and all actions necessary to fulfill their

obligations under, and comply with the terms of, the [REDACTED] Rebellion Agreement and to consummate the Sale pursuant to and in accordance with the terms and conditions of the [REDACTED] Rebellion Agreement and this Order, without further leave of the Court. The Debtors are further authorized to pay, without further order of this Court, whether before, at, or after the Closing, any expenses or costs that are required to be paid in order to consummate the transactions contemplated by the [REDACTED] Rebellion Agreement or perform their obligations under the [REDACTED] Rebellion Agreement.

5. The Debtors are authorized, in accordance with the [REDACTED] Rebellion Agreement, to execute and deliver, and empowered to perform under, consummate, and implement, the [REDACTED] Rebellion Agreement, together with all additional instruments, documents, and other agreements that may be reasonably necessary or desirable to implement the [REDACTED] Rebellion Agreement, and to take all further actions as may be reasonably requested by the Buyer for the purpose of assigning, transferring, granting, conveying and conferring to the Buyer or reducing to possession, the Assets, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the [REDACTED] Rebellion Agreement.

Binding Effect of Order

6. This Order and the [REDACTED] Rebellion Agreement shall be binding upon all creditors of, and equity holders in, the Debtors and any and all other parties in interest, including, without limitation, any and all holders of Liens, Claims, and Interests (including holders of any rights or claims based on any putative successor or transferee liability) of any kind or nature whatsoever, all non-Debtor parties to the Assigned Contracts ~~and the Assigned Leases~~, the Buyer, all successors and assigns of the Buyer, the Debtors and their affiliates and subsidiaries,

and any trustee or successor trustee appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code. Nothing contained in any chapter 11 (or other) plan confirmed in these bankruptcy cases or the confirmation order confirming any such plan shall conflict with or derogate from the provisions of the ~~_____~~ Rebellion Agreement or this Order. To the extent of any such conflict or derogation, the terms of this Order shall govern.

Amendments to the ~~_____~~ Rebellion Agreement

7. The ~~_____~~ Rebellion Agreement and any related agreements, documents, or other instruments may be modified, amended, supplemented or restated by the parties thereto in a writing signed by both parties and in accordance with the terms thereof, without further order of this Court, but upon prior reasonable notice and consultation with the Committee, provided that any such modification, amendment, supplement or restatement does not have a material adverse effect on the Debtors' estates. The ~~_____~~ Rebellion Agreement shall not be altered, amended, rejected, discharged or otherwise affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases without the prior written consent of the Buyer.

Transfer of the Assets Free and Clear

8. The Buyer shall assume and be liable for only those liabilities expressly assumed pursuant to the ~~_____~~ Rebellion Agreement. Except as expressly permitted or otherwise specifically provided for in the ~~_____~~ Rebellion Agreement or this Order, pursuant to sections 105(a), 363(b), 363(f), and 365(b) of the Bankruptcy Code, upon the Closing, the Assets shall be transferred to the Buyer free and clear of any and all Liens, Claims, and Interests of any kind or nature whatsoever, with the sole exception of the ~~Permitted Encumbrances and the~~

Assumed Liabilities. For purposes of this Order, “Liens²²” “Claims,” and “Interests” shall mean:

- a. any and all charges, liens (statutory or otherwise), claims, mortgages, leases, subleases, hypothecations, deeds of trust, pledge, 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 Assets including all the encumbrances or other restrictions or limitations on use set forth in Paragraph R above (collectively, “Liens”);
- 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 any labor, employment or pension laws, (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, agents, 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 Assets, the Assigned Contracts, or the transactions contemplated by the Rebellion Agreement including all the claims set forth in Paragraph R above (collectively, “Claims”); and
- c. any and all equity or other interests of any kind or nature whatsoever in or with respect to (x) any of the Debtors or their respective affiliates, subsidiaries, successors or assigns, (y) the Assets, or (z) the Assigned Contracts, including all the interests set forth in Paragraph R above (collectively, “Interests”),

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 Closing. Any and all such Liens, Claims, and Interests shall attach to the portion of the ~~purchase price~~ proceeds of the Sale ultimately attributable to the Assets against or in which they claim an interest, in the order of their priority, with the same validity, force, and effect, if any, which they now have against such Assets, subject to any claims, defenses and objections, if any, that the Debtors or their estates may possess with respect thereto. On the Closing, the Buyer shall take title to and possession of the Assets subject only to the ~~Permitted Encumbrances and the~~ Assumed Liabilities.

Vesting of Assets in the Buyer

9. The transfer of the Assets to the Buyer pursuant to the ~~[REDACTED]~~ Rebellion Agreement shall constitute a legal, valid, and effective transfer of the Assets on the Closing, and shall vest the Buyer with all of the Debtors' rights, title and interests in the Assets free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the ~~Permitted Encumbrances and the~~ Assumed Liabilities).

10. The Buyer is hereby authorized in connection with the consummation of the Sale to allocate the Assets, including the Assigned Contracts and Assigned Leases, among its affiliates, agents, designees, assigns, and/or successors, in a manner as it in its sole discretion deems appropriate, and to assign, lease, sublease, license, sublicense, transfer, or otherwise dispose of any of the Assets, including the Assigned Contracts, to its affiliates, designees, assignees and/or successors with all of the rights and protections accorded to the Buyer under this Order and the Rebellion Agreement with respect thereto, and the Debtors shall cooperate with and take all actions reasonably requested by the Buyer to effectuate any of the foregoing.

Release of Liens

~~10.11.~~ 11. If any person or entity that has filed any financing statements, mortgages, mechanic's liens, *lis pendens*, or any other documents or agreements evidencing a Lien on the Debtors or any of the Assets conveyed pursuant to the ~~_____~~ Rebellion Agreement and this Order shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all Liens which the person or entity has with respect to the Debtors or the Assets or otherwise, then (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Assets, and (b) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens in the Assets of any kind or nature whatsoever. Upon releasing of any Liens, the Liens will attach to the proceeds of the Sale in the order and priority that existed prior to such releases.

Deemed Consent and Waiver of Preferential Purchase Rights

~~11.12.~~ 12. Parties with an oil and gas interest or an interest in a Surface Right, including ~~but not limited to,~~ without limitation, a royalty interest or working interest providing for consent rights or preferential purchase rights with respect to certain of the Assets and who received notice in accordance with the applicable provisions of the ~~_____~~ Rebellion Agreement and the Bidding Procedures Order and failed to timely object are hereby deemed to consent to the Sale and/or waive their ability (if any) to exercise any preferential purchase right or consent right with respect to the Sale.

Police and Regulatory Power of Governmental Units

~~12.13.~~ Nothing in this Order or the ~~{ } Rebellion~~ Agreement releases, nullifies, precludes, or enjoins the enforcement of any police power by, or any regulatory liability to, any governmental unit under any applicable Environmental Law⁴ on the part of any entity as the owner or operator of property after the Closing. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Assets on account of the filing or pendency of these chapter 11 cases or, to the extent provided by section 525 of the Bankruptcy Code, the consummation of the transactions contemplated by the ~~{ } Rebellion~~ Agreement, including, without limitation, the Sale and the Debtors' assumption and assignment of the Assigned Contracts ~~and Assigned Leases~~ to the Buyer. Nothing in this Order authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements under Environmental Law.

Assumption and Assignment of Assigned Contracts ~~and Assigned Leases~~

~~13.14.~~ Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing, the Debtors' assumption and assignment to the Buyer of the Assigned Contracts ~~and the Assigned Leases~~ is hereby approved, and the requirements of section 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

⁴ As used in this Order, "Environmental Law" means all federal, state and local statutes, regulations, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders, agreements and determinations and all common law concerning pollution or protection of the environment or environmental impacts on human health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act; the Clean Water Act; the Clean Air Act; the Emergency Planning and Community Right to Know Act; the Federal Insecticide, Fungicide, and Rodenticide Act; the Resource Conservation and Recovery Act; the Safe Drinking Water Act; the Surface Mining Control and Reclamation Act; the Toxic Substances Control Act; and any state or local equivalents.

~~14.15.~~ 14.15. The Debtors are hereby authorized, in accordance with the ~~{~~ ~~_____~~ ~~}~~ Rebellion Agreement, and in accordance with sections 105(a) and 365 of the Bankruptcy Code, to (i) assume and assign to the Buyer the Assigned Contracts ~~and the Assigned Leases~~, effective upon and subject to the occurrence of the Closing, free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the ~~Permitted Encumbrances and~~ the Assumed Liabilities), which Assigned Contracts ~~and Assigned Leases~~, by operation of this Order, shall be deemed assumed and assigned to the Buyer effective as of the Closing, and (ii) execute and deliver to the Buyer such documents or other instruments as the Buyer may deem necessary to assign and transfer the Assigned Contracts ~~and the Assigned Leases~~ to the Buyer.

~~15.16.~~ 15.16. Subject to Paragraph ~~16~~17 hereof:

- a. The Debtors are authorized to and may assume all of the Assigned Contracts ~~and the Assigned Leases~~ in accordance with section 365 of the Bankruptcy Code.
- b. The Debtors are authorized to and may assign each Assigned Contract ~~and Assigned Lease~~ to the Buyer in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assigned Contract ~~or Assigned Lease~~ that prohibit or condition the assignment of such Assigned Contract ~~or Assigned Lease~~ on the consent of the counterparty thereto or allow the non-Debtor party to such Assigned Contract ~~or Assigned Lease~~ to terminate, recapture, impose any penalty, condition, renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract ~~or Assigned Lease~~, shall constitute unenforceable anti-assignment provisions which are expressly preempted under section 365 of the Bankruptcy Code and void and of no force and effect.
- c. All requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption and assignment of the Assigned Contracts ~~and Assigned Leases~~ by the Debtors to the Buyer have been satisfied.
- d. Upon the Closing, the Assigned Contracts ~~and Assigned Leases~~ shall be transferred and assigned to, and remain in full force and effect for the benefit of, the Buyer in accordance with their respective terms, notwithstanding any provision in any such Assigned Contract ~~or Assigned Lease~~ (including those of the type described in sections 365(b)(2), 365(e)(1) and 365(f) of the Bankruptcy Code) that prohibits, restricts,

limits, or conditions such assignment or transfer pursuant to section 365(k) of the Bankruptcy Code.

- e. After the Debtors' transfer and assignment of the Assigned Contracts ~~and the Assigned Leases~~ to the Buyer, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested in all right, title, and interest of each Assigned Contract ~~and Assigned Lease~~.
- f. Any portion of any Assigned ~~LeaseContract~~ which purports to permit a landlord thereunder to cancel the remaining term of such Assigned ~~LeaseContract~~ if the Debtors discontinue their use or operation of the leased premises is void and of no force and effect, and shall not be enforceable against the Buyer, or its assignees and sublessees; and the landlords under any such Assigned ~~LeaseContract~~ shall not have the right to cancel or otherwise modify the Assigned ~~LeaseContract~~ or increase the rent, assert any claim or impose any penalty by reason of such discontinuation, the Debtors' cessation of operations, the assignment of such Assigned ~~LeaseContract~~ to the Buyer, or the interruption of business activities at any of the leased premises.

~~16.17.~~ All defaults and all other obligations of the Debtors under the Assigned Contracts ~~and the Assigned Leases~~ occurring, arising or accruing prior to the assignment thereof to the Buyer at Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) are deemed to have been cured or satisfied by the payment of the proposed amount necessary, if any, to cure all monetary defaults, if any, under each Assigned Contract ~~and Assigned Lease~~ in the amounts set forth in the Notice of Assumption and Assignment or any Supplemental Notice of Assumption and Assignment (or any other cure cost reached by agreement after an objection to the proposed cure cost by a counterparty to an Assigned Contract ~~or Assigned Lease~~), which was served in compliance with the Bidding Procedures Order, and as set forth on the schedule attached hereto as **Exhibit 2** (the "Cure Costs"), and which Cure Costs were satisfied, or shall be satisfied as soon as practicable, by the Debtors or by the Buyer, as the case may be, as provided in the ~~Rebellion~~ Rebellion Agreement. For the avoidance of doubt, Cure Costs, as defined herein,

shall not include any obligations owed under Federal Leases prior to the assumption and assignment of such Federal Leases. For all Assigned Contracts ~~and Assigned Leases~~ for which a Notice of Assumption and Assignment was served, the Debtors and the Buyer, as applicable, are each authorized and directed to pay their respective portion of all Cure Costs required to be paid by such parties in accordance with the ~~[]~~ Rebellion Agreement upon the later of (a) the Closing and (b) for any Assigned Contracts ~~or Assigned Leases~~ for which an objection has been filed to the assumption and assignment of such agreement or the Cure Costs relating thereto and such objection remains pending as of the date of this Order, the resolution of such objection by settlement or order of this Court. For all Assigned Contracts ~~and Assigned Leases~~ for which a Supplemental Notice of Assumption and Assignment was served, the Debtors and the Buyer, as applicable, are each authorized and directed to pay their respective portion of all Cure Costs required to be paid by such parties in accordance with the ~~[]~~ Rebellion Agreement upon the later of (x) 14 days following service of the Supplemental Notice of Assumption and Assignment and (y) if an objection to the Supplemental Notice of Assumption and Assignment is timely filed in accordance with the Bidding Procedures Order, the resolution of such objection by settlement or order of this Court.

~~17.~~ 18. Pursuant to section 365(k) of the Bankruptcy Code, the Debtors and their estates shall be relieved from any liability for any breach for any Assigned Contract ~~or Assigned Lease following the effective date~~ that occurs after the effectiveness of such assumption and assignment to the Buyer.

~~18. — To the extent provided by Bankruptcy Code section 525, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Assets sold, transferred, or conveyed to the Buyer on account of the filing or~~

~~pendency of these chapter 11 cases or the consummation of the transactions contemplated by the [] Agreement and this Order.~~

Modification of the Automatic Stay

19. The automatic stay provisions of section 362 of the Bankruptcy Code are lifted and modified to the extent necessary to implement the terms and conditions of the [] Rebellion Agreement and the provisions of this Order.

Release of Liens by Creditors; Collection of Assets

20. Except as expressly provided to the contrary in this Order or in the [] Rebellion Agreement, the holder of any valid Lien, Claim or Interest in the Debtors or the Assets shall, as of the Closing, be deemed to have waived and released such Lien, Claim or Interest, without regard to whether such holder has executed or filed any applicable release, and such Lien, Claim or Interest shall automatically, and with no further action by any party, attach to the portion of the ~~purchase price~~ proceeds of the Sale ultimately attributable to the Assets against or in which they claim an interest, in the order of their priority, with the same validity, force, and effect, if any, which they now have against such Assets, subject to any claims, defenses and objections, if any, that the Debtors or their estates may possess with respect thereto. Notwithstanding the foregoing, any such holder of such a Lien, Claim, or Interest is authorized and directed to execute and deliver any waivers, releases, or other related documentation, as reasonably requested by the Debtors; *provided* that, this Paragraph 20 shall not apply to or affect (a) ~~any~~ any third party working interests, third party royalty interests, third party production payments, or ~~similar recorded~~ third party net profits interests ~~in any Assets (or, if unrecorded, interests~~ that are not owned by the Debtors (or other interest subject to section 541(b)(4) of the Bankruptcy Code) or (b) ~~any~~ any obligations of the Debtors that are assumed by the

Buyer under any applicable ~~oil and gas lease~~, joint operating agreement, or similar ~~conveyance or agreement~~agreements that relates to operations of the Assets ~~or otherwise touches~~, except to the extent that such obligations have given rise to liabilities that are matured and presently due and ~~concerns~~owing by the ~~Assets~~Debtors as of the Closing.

21. As of the Closing, the Buyer and its successors and assigns shall be designated and appointed as the Debtors' true and lawful attorney with full power of substitution in the Debtors' name and stead on behalf of and for the benefit of the Buyer, and its successors and assigns, for the following sole and limited purposes: to have the power to demand and receive any and all of the Assets and to give receipts and releases for and in respect of the Assets, or any part thereof, and from time to time to institute and prosecute against third parties for the benefit of the Buyer, its successors and assigns, proceedings at law, in equity or otherwise, which the Buyer, and its successors and assigns, may deem proper for the collection or reduction to possession of any of the Assets.

Effect of Recordation of Order

22. This Order, once filed, registered, or otherwise recorded, (a) shall be effective as a conclusive determination that, upon the Closing, all Liens, Claims and Interests of any kind or nature whatsoever (with the sole exception of the ~~Permitted Encumbrances and the~~ Assumed Liabilities) existing as to the Assets prior to the Closing have been unconditionally released, discharged, and terminated and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all persons and entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, local officials, notaries, protonotaries, 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 Assets. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the [REDACTED] [Rebellion](#) Agreement, including, without limitation, recordation of this Order. Notwithstanding the prior two sentences and for the avoidance of doubt, section 1146(a) of the Bankruptcy Code shall not apply to the Sale.

Administrative Priority Status

23. Any amounts that become payable by the Debtors to the Buyer pursuant to the [REDACTED] [Rebellion](#) Agreement and any related agreements executed in connection therewith shall (a) be entitled to administrative expense claim status under sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code; (b) not be subordinate to any other administrative expense claim against the Debtors other than allowed claims entitled to priority under section 507(b) of the Bankruptcy Code, (c) not be altered, amended, discharged or affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases without the prior written [REDACTED] [consent](#) of the Buyer, and (d) be paid by the Debtors in the time and manner provided for in the [REDACTED] [Rebellion](#) Agreement without further order of this Court.

Prohibition of Actions Against the Buyer

24. Except for the ~~Permitted Encumbrances and the~~ Assumed Liabilities or as expressly permitted or otherwise specifically provided for in the [REDACTED] [Rebellion](#) Agreement or this Order, the Buyer and its affiliates shall have no liability or responsibility for any liability or other obligation of the Debtors' arising under or related to the Assets or

otherwise. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the ~~[REDACTED]~~ Rebellion Agreement, the Buyer and its affiliates shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and the Buyer and its affiliates shall have no successor or vicarious liabilities of any kind or character including ~~but not limited to~~, without limitation, any theory of antitrust, warranty, product liability, environmental, successor or transferee liability, labor law, ERISA, *de facto* merger, mere continuation, or substantial continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors, including, ~~but not limited to~~ without limitation, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing or any claims under the WARN Act or any claims related to wages, benefits, severance or vacation pay owed to employees or former employees of the Debtors.

25. Effective upon the Closing, with the sole exception of any enforcement of rights related to the Assumed Liabilities, all persons and entities shall be, and hereby are, forever barred and estopped from (a) taking any action that would adversely affect or interfere with the ability of the Debtors to transfer the Assets to the Buyer in accordance with the terms of this Order and the Rebellion Agreement and (b) asserting, prosecuting, or otherwise pursuing, whether in law or in equity, in any judicial, administrative, arbitral or other proceeding, any Liens, Claims or Interests of any kind or nature whatsoever against the Buyer and its successors, designees, assigns, or property, or the Assets conveyed under this Order in accordance with the Rebellion Agreement.

No Interference

~~25.26.~~ Following the Closing, no holder of a Lien, Claim and/or Interest in or against the Debtors or the Assets shall interfere with the Buyer's title to or use and enjoyment of the Assets based on or related to such Lien, Claim, and/or Interest or any actions that the Debtors may take in their bankruptcy cases or any successor cases.

Retention of Jurisdiction

~~26.27.~~ This Court retains jurisdiction to, among other things, interpret, enforce and implement the terms and provisions of the this Order and the ~~{~~ Rebellion Agreement, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, including, ~~but not limited to~~ without limitation, retaining jurisdiction to: (a) compel delivery of the Assets or performance of other obligations owed to the Buyer; (b) compel delivery of the ~~purchase price~~ proceeds of the Sale or performance of other obligations owed to the Debtors; (c) resolve any disputes arising under or related to the ~~{~~ Rebellion Agreement, except as otherwise provided therein; (d) interpret, implement, and enforce the provisions of this Order; and (e) protect the Buyer and its affiliates against (i) any Liens, Claims and Interests in or against the Debtors or the Assets of any kind or nature whatsoever and (ii) any creditors or other parties in interest regarding the turnover of the Assets that may be in their possession; provided that, for the avoidance of doubt, the Court's jurisdiction shall not continue with respect to any regulatory actions or administrative proceedings related to any Federal Leases (defined below) between the Debtors or the Buyer and its assigns, on one hand, and the United States Department of Interior ("DOJ") on the other.

No Stay of Order

~~27.28.~~ Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In

the absence of any person or entity obtaining a stay pending appeal, the Debtors and the Buyer are free to close the Sale under the ~~{} Rebellion~~ Agreement at any time pursuant to the terms thereof.

Good Faith Purchaser

~~28.29.~~ The Sale contemplated by the ~~{} Rebellion~~ Agreement is undertaken by the Buyer in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to the Buyer (including the assumption and assignment by the Debtors of any of the Assigned Contracts ~~and the Assigned Leases~~), unless such authorization is duly stayed pending such appeal. The Buyer is a buyer in good faith of the Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

Preservations of Rights

~~29.30.~~ Nothing contained in the Motion, this Order, the ~~{} Rebellion~~ Agreement, or any allocation schedule attached or related thereto shall constitute a waiver of or prejudice any argument of a party in interest regarding, or the right of any party in interest to contest, the Debtors' allocation of the proceeds of the Sale; and all such rights shall be preserved. Notwithstanding the foregoing, the allocation of the proceeds of the Sale contained in the Rebellion Agreement shall be binding between the Debtors and the Buyer for the purposes set forth in the Rebellion Agreement.

~~30.31.~~ Notwithstanding any provision in the Motion, this Order or any implementing use, sale, or transfer documents (collectively, including the Rebellion Agreement, the "Sale Documents"), any sale, assignment and/or transfer of any interests in contracts, leases, covenants, operating rights agreements, rights-of-use and easements, and rights-of-way or other

interests or agreements (a) with the federal government; (b) involving (i) federal land or minerals or (ii) lands or minerals held in trust for federally-recognized Indian tribes or Indian individuals (collectively, “Indian Landowners”); or (c) held by such Indian Landowners in fee with federal restriction on alienation (collectively, the “Federal Leases”), will be ineffective with respect thereto absent the consent of the United States and any applicable Indian Landowner. The Debtors and the Buyer agree to comply with all applicable bankruptcy and non-bankruptcy law with respect to the Federal Leases, and nothing in the Sale Documents shall otherwise affect any decommissioning obligations and financial assurance requirements under the Federal Leases as determined by the United States and any applicable Indian Landowner (as provided for under applicable law and the Federal Leases) that must be met by the Debtors and/or the Buyer, ~~as~~ applicable. Moreover, nothing in this Order or the Sale Documents shall be interpreted to require the United States and any applicable Indian Landowner to novate, approve or otherwise consent to the assumption, sale, assignment and/or transfer of any interests in the Federal Leases. For the avoidance of doubt, in order to obtain the consent of the United States and/or any applicable Indian Landowner to the assumption, sale, assignment and/or transfer of any interests in a Federal Lease, all existing defaults under ~~the~~such Federal Leases, including, without limitation, any outstanding rents or royalties known to date plus interest, must be assumed and/or cured. ~~The United States Department of Interior (“~~as appropriate, and nothing in this Order, or the Rebellion Agreement, shall be interpreted to set Cure Costs for the Federal Leases. DOI²³) will retain and have the right to audit and/or perform any compliance review related to the Federal Leases, and if appropriate, to collect from the Debtors and/or the Buyer, under applicable federal regulations, any additional monies owed by the Debtors prior to the transfer or assignment of the Federal Leases without those rights being adversely affected by these bankruptcy proceedings.

32. For the avoidance of doubt, the respective obligations of the Debtors and the Buyer to the United States and/or Indian Landowners under the preceding paragraph shall be governed, as between the Debtors and the Buyer, by the Rebellion Agreement.

~~31.~~33. The Debtors and Buyer, if able to obtain consent in an interest in the Federal Leases, will retain all defenses and/or rights, other than defenses and/or rights arising from the filing of these chapter 11 cases, to challenge any determinations relating to the Federal Leases; *provided, however,* that any such challenge, including any challenge associated with this bankruptcy proceeding, must be raised in the United States' administrative review process leading to a final agency determination by the DOI. The audit and/or compliance review period shall remain open for the full statute of limitations period established by the Federal Oil and Gas Royalty Simplification and Fairness Act of 1996 (30 U.S.C. Section 1701, et seq.) to the extent applicable to the Federal Lease(s) under non-bankruptcy law. Further, nothing in the Sale Documents or this Order shall affect the United States' police and regulatory powers, and the United States' rights to offset or recoup any amounts due under, or relating to, any Federal Leases (if any) are expressly preserved.

34. Any liability for post-Closing plugging and abandonment or other decommissioning obligations related to the Assets shall be an Assumed Liability, and the Buyer (or its successors or assigns) shall be solely liable for such obligations, in each case with respect to the Federal Leases or otherwise.

35. Nothing in this Order shall be construed to authorize or permit: (a) the sale of any compressors owned by J-W Power Company ("J-W") or (b) the assumption and/or assignment of any executory contracts between J-W and any Debtor, unless such assumption and/or assignment

is subject to a subsequent Court order after notice to J-W and an opportunity to respond or otherwise consented to by J-W.

36. Nothing in this Order shall be construed to authorize or permit: (a) the transfer of any seismic, geological or geophysical data or intellectual property owned by Seitel Data, Ltd., Seitel Data Corp., Seitel Offshore Corp., Seitel Canada, Ltd. f/k/a Olympic Seismic, Ltd. (collectively, "Seitel"); or (b) unless otherwise consented to by Seitel, the assumption and/or assignment of any master license agreement and/or supplemental agreements between Seitel and any Debtor, which assumption and/or assignment, if any, is subject to subsequent Court order after notice to Seitel and an opportunity to respond.

37. Nothing in this Order shall be construed to authorize or permit: (a) the transfer of any seismic, geological or geophysical data or intellectual property owned by TGS-NOPEC Geophysical Company, A2D Technologies, Inc. d/b/a TGS Geological Products and Services, or an affiliate thereof (collectively, "TGS"); or (b) unless otherwise consented to by TGS, the assumption and/or assignment of any license agreement between TGS and any Debtor, which assumption and/or assignment, if any, is subject to subsequent Court order after notice to TGS and an opportunity to respond.

38. Nothing in this Order shall be construed to authorize or permit: (a) the transfer of any seismic, geological or geophysical data, or any software or other intellectual property owned or licensed by SAP America, Inc. ("SAP"); (b) the assumption and/or assignment of the Software License Agreement between SAP and any Samson Resources Corporation (the "License Agreement"), which such assumption and/or assignment, if any, is subject to subsequent Court order after notice to SAP and an opportunity to respond; or (c) the Debtors' use of any software or other intellectual property owned or licensed by SAP pursuant to the License Agreement for

the benefit of any Buyer or other third party, absent SAP's prior written consent. Notwithstanding the foregoing, and subject to (i) SAP and the Debtors entering into an amendment to the License Agreement, and (ii) SAP's review and approval of the terms of any proposed Transition Services Agreement between the Debtors and Buyers, SAP will consent to the Debtors' provision of transition services to the Buyers using SAP's software for up to ninety (90) days from the Closing, which services shall be limited to the Debtors' use of the software to process data for the Buyers and the Buyers receiving only screen access to such data.

39. The Debtors and the Buyer acknowledge that: (A) EnerVest Operating and/or certain of its affiliated entities (collectively, "EnerVest") hold and/or possess certain interests in or related to the Assets (collectively, the "EnerVest Interests"). Notwithstanding any contrary provisions of this Order or in the Rebellion Agreement, (a) the Debtors shall pay in full all pre-closing revenue payments, operating expenses, and other disbursements due and owing to EnerVest related to the Assets and/or on account of the EnerVest Interests within five (5) Business Days following the Closing or, in EnerVest's discretion, in the ordinary course of business, (b) to the extent otherwise permitted under applicable law, EnerVest shall retain the right, and is authorized, to exercise any right of recoupment with respect to Wells operated by EnerVest included among the Assets, all proceeds and revenue earned up to the Closing Date and otherwise payable to Debtors or Buyer for production sold up to the Closing Date, against all obligations and amounts incurred and/or owing to EnerVest up to the Closing Date on account of operating expenses and/or joint interest billings, (c) EnerVest shall retain rights of recoupment otherwise permitted under applicable law related to any EnerVest Interests and/or obligations due and owing to EnerVest, and (d) the EnerVest Interests as related to any proceeds or revenue associated with the Assets shall not be altered, amended or otherwise affected by this Order or

the Rebellion Agreement. If timely paid in the ordinary course of business, EnerVest agrees not to exercise its right of recoupment with respect to pre-closing obligations owed to EnerVest as set forth herein. For the avoidance of doubt, no Claim of EverVest against the Debtors shall become an obligation of the Buyer, other than as may be provided in the Rebellion Agreement or this paragraph. All imbalance obligations owed to EnerVest under any assumed contract, with respect to EnerVest only, are being assumed by Buyer.

40. Notwithstanding anything to the contrary contained in this Order or the Rebellion Agreement, (A) the free and clear provisions of this Order shall not apply to (i) any and all plugging and abandonment and other decommissioning obligations of the Debtors to Chesapeake Operating, LLC (“Chesapeake”) in respect of any Assets that are assumed by the Buyer pursuant to the Rebellion Agreement, (ii) any third party working interests, royalty interests, production payments, or similar interests of Chesapeake in any applicable Assets acquired or assumed by Buyer, or (iii) any obligations of the Debtors to Chesapeake under any applicable joint operating agreement, balancing agreement or similar agreement with Chesapeake that relate to operations of the Assets that shall be assumed by the Buyer pursuant to the Rebellion Agreement; (B) subject to any applicable contractual rights for adjustment or set-off that the Debtors may possess, the Debtors shall pay in full all pre-closing revenue payments and other disbursements due and owing to Chesapeake related to the Assets on or prior to the consummation of the Sale. For the avoidance of doubt, nothing in this paragraph shall cause any Claim of Chesapeake against the Debtors to become an obligation of the Buyer, other than as may be provided in the Rebellion Agreement.

41. For the avoidance of doubt, nothing contained in paragraphs 35–40 shall (i) impact the Debtors’ obligation to (a) convey the Assets to the Buyer or (b) provide transition

services, each as contemplated under the Rebellion Agreement or (ii) constitute a modification, waiver, or release of any right, agreement, covenant, or obligation of Buyer or Seller under the Rebellion Agreement.

Inconsistencies with Prior Orders, Pleadings or Agreements

~~32.42.~~ To the extent of any conflict between the ~~[REDACTED]~~ Rebellion Agreement and this Order, the terms of this Order shall govern. To the extent this Order is inconsistent or conflicts with any prior order or pleading in these chapter 11 cases, the terms of this Order shall govern and any prior orders shall be deemed amended or otherwise modified to the extent required to permit consummation of the Sale.

Failure to Specify Provisions

~~33.43.~~ The failure to specifically reference any particular provisions of the ~~[REDACTED]~~ Rebellion Agreement or other related documents in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the ~~[REDACTED]~~ Rebellion Agreement and other related documents be authorized and approved.

Wilmington, Delaware
Dated: _____, 2016

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

~~K&E Draft 10/16/2016; Attorney Work Product; Confidential~~

Exhibit 1

Rebellion Agreement

Exhibit 2

Cure Costs

Exhibit C

Permian Minerals

~~K&E Draft 10/16/2016; Attorney Work Product; Confidential~~

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
	)	Chapter 11
SAMSON RESOURCES CORPORATION, <i>et al.</i> , ¹	)	Case No. 15-11934 (CSS)
)	
Debtors.	)	(Jointly Administered)
)	
	)	Re: Docket Nos. 1322, 1349, 1425

ORDER (I) AUTHORIZING (A) THE SALE OF THE [REDACTED] PERMIAN MINERALS ASSET PACKAGE FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS, (B) THE DEBTORS' ENTRY INTO AND PERFORMANCE OF THEIR OBLIGATIONS UNDER THE ASSET PURCHASE AGREEMENT AND ANCILLARY AGREEMENTS, AND (C) THE DEBTORS' ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (II) GRANTING RELATED RELIEF

Upon the motion [Docket No. 1322] (the "Motion")² and the supplement to the Motion [Docket No. 1349] of the above-captioned debtors and debtors in possession (collectively, the "Debtors")³ for entry of an order (this "Order"), among other things, (a) authorizing the sale (the "Sale") of the Assets (as defined in the [REDACTED] Stone Hill Agreement (as defined below)) ~~contemplated by the [REDACTED] Stalking Horse Agreement~~ to [REDACTED] Stone Hill Minerals Holdings, LLC (or any Affiliate transferee or transferees pursuant to the terms of the [REDACTED] Stone Hill Agreement, the "Buyer"), pursuant to the Asset Purchase Agreement

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Geodyne Resources, Inc. (2703); Samson Contour Energy Co. (7267); Samson Contour Energy E&P, LLC (2502); Samson Holdings, Inc. (8587); Samson-International, Ltd. (4039); Samson Investment Company (1091); Samson Lone Star, LLC (9455); Samson Resources Company (8007); and Samson Resources Corporation (1227). The location of parent Debtor Samson Resources Corporation's corporate headquarters and the Debtors' service address is: Two West Second Street, Tulsa, Oklahoma 74103.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the [REDACTED] Purchase Agreement (as defined herein), as applicable; *provided* that in the event of any conflict with respect to the meaning of a capitalized term, the meaning ascribed to such term in the [REDACTED] Purchase Agreement shall control.

³ All references to the "Debtors" shall include the debtors and their estates.

between Samson Resources Company, [Geodyne Resources, Inc.](#), [Samson Lone Star, LLC](#), and the Buyer, dated as of ~~September []~~, [October 10](#), 2016 (together with all other documents contemplated thereby, as such agreement may be amended, restated or supplemented, the "~~[]~~" [Stone Hill Agreement](#)"), a copy of which is attached hereto as **Exhibit 1**, free and clear of all Liens, Claims, and Interests (each as defined herein); (b) authorizing the assumption and assignment of certain executory contracts and unexpired leases to the Buyer; and (c) granting related relief, all as more fully set forth in the Motion; and the Court having entered the *Order (I) Establishing Bidding Procedures and Granting Related Relief and (II) Approving the Sale of Certain Assets Free and Clear of Liens, Claims, Encumbrances, and Interests* [Docket No. 1425] (the "[Bidding Procedures Order](#)"); and the Debtors having filed the *Notice of Auction* [Docket No. 1454] (the "[Notice of Auction](#)") stating that the Debtors ~~did not receive any competing Bids~~ [would conduct an auction \(the "Auction"\)](#) for the Assets; and the Debtors having filed the *Notice of Successful Bidder and Backup Bidder* [Docket No. ~~[]~~ [1499](#)] (the "[Notice of Successful Bidders](#)") identifying the Buyer as the Successful Bidder for the Assets in accordance with the Bidding Procedures Order; and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); 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 found that the relief requested in the Motion is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest; and the Court having found that the Debtors provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances; and the Court having reviewed the Motion and having heard the statements and evidence in support of the relief requested therein at a hearing

before the Court that commenced on October 17, 2016 (the “Sale Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY FOUND AND DETERMINED THAT:**

Findings of Fact and Conclusions of Law

A. The findings of fact and conclusions of law herein constitute the Court’s findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

Jurisdiction and Venue

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. Without limiting the generality of the foregoing, this Court has exclusive *in rem* jurisdiction over the Assets pursuant to 28 U.S.C. § 1334(e), as such Assets are 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 matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

Statutory Predicates

C. The statutory and other legal bases for the relief requested in the Motion are sections 105(a), 363, and 365 of the Bankruptcy Code, as supplemented by Bankruptcy Rules

2002, 6004, 6006, 9007, 9008 and 9014 and Local Rule 6004-(1). The consummation of the transactions contemplated by the [REDACTED] [Stone Hill](#) Agreement and this Order is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and the Debtors and the Buyer have complied with all of the applicable requirements of such sections and rules in respect of such transactions.

Notice

D. As evidenced by the affidavits and/or certificates of service and publication notice filed with the Court, proper, timely, adequate, and sufficient notice of the Motion, the Bidding Procedures, the Auction, the Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the executory contracts and unexpired leases specified as of the date hereof pursuant to the [REDACTED] [Stone Hill](#) Agreement (the “Assigned Contracts” and the “Assigned Leases,” respectively), the Cure Costs (as defined below), the Sale Hearing, and all deadlines related thereto, has been provided, as relevant, in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014, Local Rule 6004-(1) and in compliance with the Bidding Procedures Order, to all interested persons and entities, including, without limitation, the Notice Parties (as defined below).

E. Notice of the Auction and the Sale Hearing was published in the *New York Times* and *Tulsa World* in accordance with the Bidding Procedures Order and was sufficient and proper notice to any other interested parties, including those parties whose identities are unknown to the Debtors. With respect to any parties that may have claims against the Debtors, but whose identities are not reasonably ascertainable by the Debtors, the publication of the notice of the

Auction and the Sale Hearing was sufficient and reasonably calculated under the circumstances to reach such parties.

F. The Debtors served notices substantially in the form included in the *Notice of Proposed Assumption and Assignment Notice of Executory Contracts and Unexpired Leases in Connection with respect to the Sale of Certain of the Debtors' Assets and the Proposed Cure Costs* [Docket No. 1458], (each a “Notice of Assumption and Assignment”), in accordance with the Bidding Procedures, identifying, among other things, the Cure Costs. (as defined below). The Debtors served the Notice of Assumption and Assignment ~~Notice~~ on each of the non-Debtor counterparties to the Assigned Contracts (as defined below) and the Assigned Leases. (as defined below). The service of the Notice of Assumption and Assignment ~~Notice~~ was sufficient under the circumstances and in full compliance with the Bidding Procedures Order, and no further notice need be provided in respect of the Debtors’ assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases or the Cure Costs. All non-Debtor counterparties to the Assigned Contracts and the Assigned Leases have had an adequate opportunity to object to the assumption and assignment of the Assigned Contracts and the Assigned Leases and the Cure Costs.

G. The notice described in the foregoing Paragraphs ~~CD~~ E–F is good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Bidding Procedures, the Auction, the Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases, the Cure Costs, the Sale Hearing, consent and preferential purchase rights related to oil and gas interests and Surface Rights ~~(“Surface Rights”)~~, and all deadlines related thereto is or shall be required.

Marketing and Sale Process

H. The Sale of the Assets to the Buyer pursuant to the Bidding Procedures was duly authorized pursuant to sections 363(b)(1) and 363(f) of the Bankruptcy Code, Bankruptcy Rule 6004(f) and Local Rule 6004-1. As demonstrated by (i) ~~the~~ testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors and their professionals, agents, and other representatives have marketed the Assets and conducted all aspects of the sale process, including the solicitation of bids for the Assets, in good faith and in compliance with the Bidding Procedures and the Bidding Procedures Order. The marketing process undertaken by the Debtors and their professionals, agents and other representatives with respect to the Assets has been adequate and appropriate and reasonably calculated to maximize value for the benefit of all stakeholders. The Bidding Procedures and the Auction were duly noticed, were substantively and procedurally fair to all parties, including all Potential Bidders and ~~including with respect to~~ all provisions governing credit bidding, and were conducted in a diligent, non-collusive, fair and good-faith manner.

I. The Bid Deadline passed at 5:00 p.m. (prevailing Eastern Time), on October 4, 2016 in accordance with the Bidding Procedures and Bidding Procedures Order. On October 6, 2016, the Debtors filed the Notice of Auction stating that the Debtors ~~did not receive any competing Bids for the Assets. Pursuant to the terms of the Bidding Procedures, the transaction contemplated by the [] Agreement was the highest and best bid for the Assets and, therefore, was designated as the Successful Bid. [would conduct the Auction for the Assets.~~ The Debtors conducted an Auction on October 10, 2016 in accordance with the Bidding Procedures and Bidding Procedures Order. Pursuant to the terms of the Bidding Procedures, the

transaction contemplated by the Stone Hill Agreement was the highest and best bid for the Assets at the Auction and, therefore, was designated as the Successful Bid. On October 11, 2016, the Debtors filed the Notice of Successful Bidders identifying the Buyer as the Successful Bidder for the Assets in accordance with the Bidding Procedures Order. As established by the record of the Sale Hearing, the bidding and related procedures established by the Bidding Procedures Order have been complied with in all material respects by the Debtors and the Buyer. The Bidding Procedures afforded a full, fair and reasonable opportunity for any entity or person to make a higher or otherwise better offer to purchase the Assets, and the [REDACTED] Stone Hill Agreement constitutes the best and highest offer for the Assets.

Corporate Authority

J. The Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541 of the Bankruptcy Code. The Debtors (i) have full corporate power and authority to execute the [REDACTED] Stone Hill Agreement and all other documents contemplated thereby, and the Sale to the Buyer has been duly and validly authorized by all necessary corporate action, (ii) have all of the corporate power and authority necessary to consummate the Sale and all transactions contemplated by the [REDACTED] Stone Hill Agreement, (iii) have taken all corporate action necessary to authorize and approve the [REDACTED] Stone Hill Agreement and the consummation by the Debtors of the Sale and all transactions contemplated thereby, and (iv) require no consents or approvals, other than those expressly provided for in the [REDACTED] Stone Hill Agreement, to consummate such transactions.

Highest and Best Offer; Business Judgment

K. The Debtors have demonstrated a sufficient basis to enter into the [redacted] [Stone Hill](#) Agreement, sell the Assets on the terms outlined therein and assume and assign the Assigned Contracts and the Assigned Leases to the Buyer under sections 363 and 365 of the Bankruptcy Code. All such actions are appropriate exercises of the Debtors' business judgment and in the best interests of the Debtors, their creditors, their estates and other parties in interest. Approval of the Sale pursuant to the [redacted] [Stone Hill](#) Agreement at this time is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest.

L. The offer of the Buyer, upon the terms and conditions set forth in the [redacted] [Stone Hill](#) Agreement, including, [without limitation](#), the total consideration to be realized by the Debtors thereunder, (i) is the highest and best offer received by the Debtors after extensive marketing, including through the Bidding Procedures, (ii) is in the best interests of the Debtors, their creditors, their estates and other parties in interest and (iii) constitutes full and adequate consideration, is fair and reasonable and constitutes reasonably equivalent value, fair consideration, and fair value for the Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, and under the laws of the United States, any state, territory, possession, or the District of Columbia. Taking into consideration all relevant factors and circumstances, no other entity has offered to purchase the Assets for greater economic value to the Debtors or their estates.

Opportunity to Object

M. A reasonable opportunity to object or be heard with respect to the Motion, the Bidding Procedures, the Auction, the Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts and the

Assigned Leases, the Cure Costs, the Sale Hearing, consent and preferential purchase rights related to oil and gas interests or Surface Rights, and all deadlines related thereto has been afforded to all interested persons and entities, including, without limitation: (i) the Office of the U.S. Trustee for the District of Delaware; (ii) the Committee; (iii) the agent under the Debtors' first lien credit facility; (iv) counsel to the agent under the Debtors' first lien credit facility; (v) the agent under the Debtors' second lien credit facility; (vi) counsel to the agent under the Debtors' second lien credit facility; (vii) the Internal Revenue Service and all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; (viii) the United States Securities and Exchange Commission; (ix) counsel to the Stalking Horse Bidders; (x) all parties who have expressed a written interest in some or all of the Assets; (xi) all entities known to hold or to have asserted any "Lien²²" "Claim²²" or "Interest" (each as defined herein) with respect to any of the Assets; (xii) all parties entitled to notice pursuant to Local Rule 2002-1(b); (xiii) each governmental agency that is an interested party with respect to the Sale and transactions proposed thereunder, including, without limitation, the United States Bureau of Land Management and the United States Bureau of Indian Affairs; (xiv) all known creditors of the Debtors, including their contract counterparties; and (xv) all parties with an oil and gas interest or Surface Rights, including, ~~but not limited to~~ without limitation, a royalty interest or working interest, which may provide for consent rights or preferential purchase rights with respect to certain of the Assets (the foregoing persons and entities, collectively, the "Notice Parties").

Good Faith Purchaser; Arm's Length Sale

N. The [] Stone Hill Agreement was negotiated, proposed, and entered into by the Debtors and the Buyer without collusion, in good faith, and from arm's length bargaining

positions. Neither the Debtors, nor the Buyer, nor any affiliate of the Buyer has engaged in any conduct that would cause or permit the [REDACTED] [Stone Hill](#) Agreement or the Sale to be avoided under section 363(n) of the Bankruptcy Code.

O. The Buyer is a good-faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby.

P. Neither the Buyer nor any of its affiliates, members, officers, directors, shareholders or any of its or their respective successors or assigns is an “insider” or “affiliate” of any of the Debtors, as those terms are defined in sections 101(31) and 101(2) of the Bankruptcy Code, and the Buyer’s professionals, agents and other representatives have complied in all respects with the Bidding Procedures Order and all other applicable orders of this Court in negotiating and entering into the [REDACTED] [Stone Hill](#) Agreement. The [REDACTED] [Stone Hill](#) Agreement complies with the Bidding Procedures Order and all other applicable orders of this Court.

Free and Clear Transfer Required by Buyer

Q. The Buyer would not have entered into the [REDACTED] [Stone Hill](#) Agreement and would not ~~have consummated~~ [consummate](#) the Sale, thus adversely affecting the Debtors, their estates, and their creditors, if each of (i) the Sale and (ii) the assumption and assignment of the Assigned Contracts and the Assigned Leases to the Buyer were not free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the ~~Permitted Encumbrances and the~~ Assumed Liabilities) as more fully set forth in Paragraph 8 of this Order, or if the Buyer would, or in the future could, be liable for any of the Excluded Liabilities. For the avoidance of doubt, the Buyer shall have no responsibility whatsoever with

respect to the Excluded Liabilities, which shall remain the responsibility of the Debtors before, on, and after the Closing.

R. As of the Closing, pursuant and subject to the terms of the ~~{~~ Stone Hill Agreement and this Order, the transfer of the Assets and of the Assumed Liabilities and the Sale will effect a legal, valid, enforceable, and effective transfer of the Assets and will vest the Buyer with all of the Debtors' rights, title, and interests in the Assets free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the ~~Permitted Encumbrances and the~~ Assumed Liabilities), including without limitation, (i) mortgages, deeds of trust, pledges, charges, security interests, rights of first refusal, hypothecations, encumbrances, easements, servitudes, leases or subleases, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of offset or recoupment, rights under any operating agreement not assumed by or assigned to the Buyer, right of use or possession, subleases, leases, conditional sale arrangements, any dedication under any gathering, transportation, treating, purchasing or similar agreement that is not assumed by or assigned to the Buyer, or any rights that purport to give any party a right of first refusal or consent with respect to the Debtor^s' interest in the Assets or any similar rights; (ii) all claims as defined in Bankruptcy Code section 101(5), including without limitation, all rights or causes of action (whether in law or in equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff, recoupment, indemnity or contribution, obligations, demands, restrictions, indemnification claims, or liabilities relating to any act or omission of the Debtors or any other person, consent rights, options, contract rights, covenants, and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued, or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of

the above-captioned cases, and whether imposed by agreement, understanding, law, equity or otherwise; (iii) all debts, liabilities, obligations, contractual rights and claims and labor, employment and pension claims, in each case, whether 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 un-matured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity or otherwise; (iv) any rights based on any successor or transferee liability; (v) any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtors' or the Buyer's interest in the Assets, or any similar rights; (vi) any rights under labor or employment agreements; (vii) any rights under mortgages, deeds of trust, and security interests; (viii) any rights related to intercompany loans and receivables between the Debtors and any non-Debtor subsidiary or affiliate; (ix) any rights under pension, multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of the Employee Retirement Income Security Act of 1974 (as amended, "ERISA"), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (x) any other employee claims related to worker's compensation, occupational disease, or unemployment or temporary disability, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and

Employment Act of 1967 and Age Discrimination in Employment Act, as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code and of any similar state law (collectively, “COBRA”), (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors, or (l) the WARN Act (29 U.S.C. §§2101 *et seq.*); (xi) any bulk sales or similar law; (xii) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the Assets prior to the Closing, including, without limitation, any *ad valorem* taxes assessed by any applicable taxing authority; and (xiii) any unexpired and executory contract or unexpired lease to which a Debtor is a party that is not an Assigned Contract or an Assigned Lease that will be assumed and assigned pursuant to this Order and the ~~_____~~ [Stone Hill](#) Agreement; and (xiv) any other Excluded Liabilities as provided in the ~~_____~~ [Stone Hill](#) Agreement.

Satisfaction of Section 363(f)

S. The Debtors may sell the Assets free and clear of any and all Liens, Claims, and Interests (each as defined herein) of any kind or nature whatsoever, including any rights or claims based on any putative successor or transferee liability, as set forth herein, because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. All parties in interest, including, without limitation, any holders of Liens, Claims, and/or Interests, [and holders of any consent and preferential purchase rights related to oil and gas interests or Surface Rights](#), and any non-Debtor counterparties to the Assigned Contracts and

Assigned Leases, who did not object, or who withdrew their objection, to the Sale, the Motion, ~~consent and preferential purchase rights related to oil and gas interests or Surface Rights,~~ the assumption and assignment of the applicable Assigned Contract or Assigned Lease or the associated Cure Cost are deemed to have consented to the relief granted herein pursuant to section ~~363(f)(2)~~ of the Bankruptcy Code. Those (i) holders of Liens, Claims, or Interests and (ii) non-Debtor parties to Assigned Contracts and Assigned Leases that did ~~not object~~ object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code or are adequately protected by having their Liens, Claims, or Interests, if any, attach to the portion of the ~~purchase price~~ proceeds of the Sale ultimately attributable to the Assets against or in which they claim an interest, in the order of their priority, with the same validity, force and effect, if any, which they now have against such Assets, subject to any claims and defenses the Debtors or their estates may possess with respect thereto.

No Successorship

T. Neither the Buyer nor any of its affiliates are successors to the Debtors or their estates by reason of any theory of law or equity, and neither the Buyer nor any of its affiliates shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates, except as otherwise expressly provided in the ~~{ } Stone Hill~~ Agreement or this Order.

Assigned Contracts and Assigned Leases

U. The Debtors have demonstrated (i) that it is an exercise of their sound business judgment to assume and assign the Assigned Contracts and the Assigned Leases to the Buyer in

each case in connection with the consummation of the Sale and (ii) that the assumption and assignment of the Assigned Contracts and the Assigned Leases to the Buyer is in the best interests of the Debtors, their estates and creditors, and other parties in interest. The Assigned Contracts and the Assigned Leases being assigned to the Buyer are an integral part of the Assets being purchased by the Buyer and, accordingly, such assumption, assignment and cure of any defaults under the Assigned Contracts and the Assigned Leases are reasonable and enhance the value of the Debtors' estates. Any non-Debtor counterparty to an Assigned Contract or Assigned Lease that has not actually filed with the Court an objection to such assumption and assignment in accordance with the terms of the Motion is deemed to have consented to such assumption and assignment.

Cure Costs and Adequate Assurance

V. The Debtors and the Buyer, as applicable, have, including by way of entering into the ~~Stone Hill~~ [Stone Hill](#) Agreement, and agreeing to the provisions relating to the Assigned Contracts and Assigned Leases therein, (i) cured, or provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Assigned Contracts and Assigned Leases within the meaning of section 365(b)(1)(A) of the Bankruptcy Code and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assigned Contracts and the Assigned Leases within the meaning of section 365(b)(1)(B) of the Bankruptcy Code and the Buyer has, based upon the record of these proceedings, including the evidence proffered by the Debtors at the Sale Hearing, provided adequate assurance of its future performance of and under the Assigned Contracts and the Assigned Leases pursuant to sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. The Buyer's promise under the

[Stone Hill](#) Agreement to perform the obligations under the Assigned Contracts and the Assigned Leases after the Closing shall constitute adequate assurance of future performance under the Assigned Contracts and the Assigned Leases being assigned to the Buyer within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. The Cure Costs are hereby deemed to be the sole amounts necessary to cure any and all defaults under the Assigned Contracts and the Assigned Leases under section 365(b) of the Bankruptcy Code.

Time Is of the Essence; Waiver of Stay

W. Time is of the essence in consummating the Sale. In order to maximize the value of the Assets, it is essential that the sale and assignment of the Assets occur within the time constraints set forth in the [Stone Hill](#) Agreement. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 6004 and 6006.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

Motion is Granted

1. The relief requested by the Motion is granted as set forth herein.

Objections Overruled

2. All objections to the entry of this Order or to the relief granted herein, whether filed, stated on the record before this Court or otherwise, which have not been withdrawn, waived, or settled, and all reservations of rights included therein, are denied and overruled on the merits. All objections to the entry of this Order or to the relief granted herein that were not timely filed are hereby forever barred.

3. Notice of the Motion, the Bidding Procedures, the Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases, the Cure Costs, the Sale Hearing, consent and

preferential purchase rights related to oil and gas interests and Surface Rights, and all deadlines related thereto was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006.

Approval of the [REDACTED] Stone Hill Agreement

4. The [REDACTED] Stone Hill Agreement, including all of the terms and conditions thereof, is hereby approved. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors are authorized and directed to take any and all actions necessary to fulfill their obligations under, and comply with the terms of, the [REDACTED] Stone Hill Agreement and to consummate the Sale pursuant to and in accordance with the terms and conditions of the [REDACTED] Stone Hill Agreement and this Order, without further leave of the Court. The Debtors are further authorized to pay, without further order of this Court, whether before, at, or after the Closing, any expenses or costs that are required to be paid in order to consummate the transactions contemplated by the [REDACTED] Stone Hill Agreement or perform their obligations under the [REDACTED] Stone Hill Agreement.

5. The Debtors are authorized, in accordance with the [REDACTED] Stone Hill Agreement, to execute and deliver, and empowered to perform under, consummate, and implement, the [REDACTED] Stone Hill Agreement, together with all additional instruments, documents, and other agreements that may be reasonably necessary or desirable to implement the [REDACTED] Stone Hill Agreement, and to take all further actions as may be reasonably requested by the Buyer for the purpose of assigning, transferring, granting, conveying and conferring to the Buyer or reducing to possession, the Assets, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the [REDACTED] Stone Hill Agreement.

Binding Effect of Order

6. This Order and the [REDACTED] [Stone Hill](#) Agreement shall be binding upon all creditors of, and equity holders in, the Debtors and any and all other parties in interest, including, without limitation, any and all holders of Liens, Claims, and Interests (including holders of any rights or claims based on any putative successor or transferee liability) of any kind or nature whatsoever, all non-Debtor parties to the Assigned Contracts and the Assigned Leases, the Buyer, all successors and assigns of the Buyer, the Debtors and their affiliates and subsidiaries, and any trustee or successor trustee appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code. Nothing contained in any chapter 11 (or other) plan confirmed in these bankruptcy cases or the confirmation order confirming any such plan shall conflict with or derogate from the provisions of the [REDACTED] [Stone Hill](#) Agreement or this Order. To the extent of any such conflict or derogation, the terms of this Order shall govern.

Amendments to the [REDACTED] [Stone Hill](#) Agreement

7. The [REDACTED] [Stone Hill](#) Agreement and any related agreements, documents, or other instruments may be modified, amended, supplemented or restated by the parties thereto in a writing signed by both parties and in accordance with the terms thereof, without further order of this Court, but upon prior reasonable notice and consultation with the Committee, provided that any such modification, amendment, supplement or restatement does not have a material adverse effect on the Debtors' estates. The [REDACTED] [Stone Hill](#) Agreement shall not be altered, amended, rejected, discharged or otherwise affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases without the prior written consent of the Buyer.

Transfer of the Assets Free and Clear

8. The Buyer shall assume and be liable for only those liabilities expressly assumed pursuant to the ~~_____~~ Stone Hill Agreement. Except as expressly permitted or otherwise specifically provided for in the ~~_____~~ Stone Hill Agreement or this Order, pursuant to sections 105(a), 363(b), 363(f), and 365(b) of the Bankruptcy Code, upon the Closing, the Assets shall be transferred to the Buyer free and clear of any and all Liens, Claims, and Interests of any kind or nature whatsoever, with the sole exception of the ~~Permitted Encumbrances and the Assumed Liabilities~~. For purposes of this Order, “Liens²,” “Claims,” and “Interests” shall mean:

- a. any and all charges, liens (statutory or otherwise), claims, mortgages, leases, subleases, hypothecations, deeds of trust, pledge, 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 Assets including all the encumbrances or other restrictions or limitations on use set forth in Paragraph R above (collectively, “Liens”);
- 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 any labor, employment or pension laws, (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, agents, 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 Assets, the Assigned Contracts, or the transactions contemplated by the ~~_____~~ Stone Hill Agreement including all the claims set forth in Paragraph R above (collectively, “Claims”); and

- c. any and all equity or other interests of any kind or nature whatsoever in or with respect to (x) any of the Debtors or their respective affiliates, subsidiaries, successors or assigns, (y) the Assets, or (z) the Assigned Contracts, including all the interests set forth in Paragraph R above (collectively, "Interests"),

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 Closing. Any and all such Liens, Claims, and Interests shall attach to the portion of the ~~purchase price~~ proceeds of the Sale ultimately attributable to the Assets against or in which they claim an interest, in the order of their priority, with the same validity, force, and effect, if any, which they now have against such Assets, subject to any claims, defenses and objections, if any, that the Debtors or their estates may possess with respect thereto. On the Closing, the Buyer shall take title to and possession of the Assets subject only to the ~~Permitted Encumbrances and the~~ Assumed Liabilities.

Vesting of Assets in the Buyer

9. The transfer of the Assets to the Buyer pursuant to the ~~[]~~ Stone Hill Agreement shall constitute a legal, valid, and effective transfer of the Assets on the Closing, and shall vest the Buyer with all of the Debtors' rights, title and interests in the Assets free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the ~~Permitted Encumbrances and the~~ Assumed Liabilities).

10. The Buyer is hereby authorized in connection with the consummation of the Sale to allocate the Assets, including the Assigned Contracts and Assigned Leases, among its affiliates, agents, designees, assigns, and/or successors, in a manner as it in its sole discretion

deems appropriate, and to assign, lease, sublease, license, sublicense, transfer, or otherwise dispose of any of the Assets, including the Assigned Contracts and Assigned Leases, to its affiliates, designees, assignees and/or successors with all of the rights and protections accorded to the Buyer under this Order and the Stone Hill Agreement with respect thereto, and the Debtors shall cooperate with and take all actions reasonably requested by the Buyer to effectuate any of the foregoing.

Release of Liens

~~10.11.~~ If any person or entity that has filed any financing statements, mortgages, mechanic's liens, *lis pendens*, or any other documents or agreements evidencing a Lien on the Debtors or any of the Assets conveyed pursuant to the ~~{~~ Stone Hill Agreement and this Order shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all Liens which the person or entity has with respect to the Debtors or the Assets or otherwise, then (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Assets, and (b) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens in the Assets of any kind or nature whatsoever. Upon releasing of any Liens, the Liens will attach to the proceeds of the Sale in the order and priority that existed prior to such releases.

Deemed Consent and Waiver of Preferential Purchase Rights

~~11.12.~~ Parties with an oil and gas interest or an interest in a Surface Right, including ~~but not limited to,~~ without limitation, a royalty interest or working interest providing for consent

rights or preferential purchase rights with respect to certain of the Assets and who received notice in accordance with the applicable provisions of the [REDACTED] [Stone Hill](#) Agreement and the Bidding Procedures Order and failed to timely object are hereby deemed to consent to the Sale and/or waive their ability (if any) to exercise any preferential purchase right or consent right with respect to the Sale.

Police and Regulatory Power of Governmental Units

~~12.~~13. Nothing in this Order or the [REDACTED] [Stone Hill](#) Agreement releases, nullifies, precludes, or enjoins the enforcement of any police power by, or any regulatory liability to, any governmental unit under any applicable Environmental Law⁴ on the part of any entity as the owner or operator of property after the Closing. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Assets on account of the filing or pendency of these chapter 11 cases or, [to the extent provided by section 525 of the Bankruptcy Code](#), the consummation of the transactions contemplated by the [REDACTED] [Stone Hill](#) Agreement, including, without limitation, the Sale and the Debtors' assumption and assignment of the Assigned Contracts and Assigned Leases to the Buyer. Nothing in this Order authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements under Environmental Law.

⁴ As used in this Order, "[Environmental Law](#)" means all federal, state and local statutes, regulations, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders, agreements and determinations and all common law concerning pollution or protection of the environment or environmental impacts on human health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act; the Clean Water Act; the Clean Air Act; the Emergency Planning and Community Right to Know Act; the Federal Insecticide, Fungicide, and Rodenticide Act; the Resource Conservation and Recovery Act; the Safe Drinking Water Act; the Surface Mining Control and Reclamation Act; the Toxic Substances Control Act; and any state or local equivalents.

Assumption and Assignment of Assigned Contracts and Assigned Leases

~~13.~~14. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing, the Debtors' assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases is hereby approved, and the requirements of section 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

~~14.~~15. The Debtors are hereby authorized, in accordance with the ~~{~~ Stone Hill Agreement, and in accordance with sections 105(a) and 365 of the Bankruptcy Code, to (i) assume and assign to the Buyer the Assigned Contracts and the Assigned Leases, effective upon and subject to the occurrence of the Closing, free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the ~~Permitted Encumbrances and the Assumed Liabilities~~), which Assigned Contracts and Assigned Leases, by operation of this Order, shall be deemed assumed and assigned to the Buyer effective as of the Closing, and (ii) execute and deliver to the Buyer such documents or other instruments as the Buyer may deem necessary to assign and transfer the Assigned Contracts and the Assigned Leases to the Buyer.

~~15.~~16. Subject to Paragraph ~~16~~17 hereof:

- a. The Debtors are authorized to and may assume all of the Assigned Contracts and the Assigned Leases in accordance with section 365 of the Bankruptcy Code.
- b. The Debtors are authorized to and may assign each Assigned Contract and Assigned Lease to the Buyer in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assigned Contract or Assigned Lease that prohibit or condition the assignment of such Assigned Contract or Assigned Lease on the consent of the counterparty thereto or allow the non-Debtor party to such Assigned Contract or Assigned Lease to terminate, recapture, impose any penalty, condition, renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract or Assigned Lease, shall constitute unenforceable anti-assignment provisions which are expressly preempted under section 365 of the Bankruptcy Code and void and of no force and effect.
- c. All requirements and conditions under sections 363 and 365 of the

Bankruptcy Code for the assumption and assignment of the Assigned Contracts and Assigned Leases by the Debtors to the Buyer have been satisfied.

- d. Upon the Closing, the Assigned Contracts and Assigned Leases shall be transferred and assigned to, and remain in full force and effect for the benefit of, the Buyer in accordance with their respective terms, notwithstanding any provision in any such Assigned Contract or Assigned Lease (including those of the type described in sections 365(b)(2), 365(e)(1) and 365(f) of the Bankruptcy Code) that prohibits, restricts, limits, or conditions such assignment or transfer pursuant to section 365(k) of the Bankruptcy Code.
- e. After the Debtors' transfer and assignment of the Assigned Contracts and the Assigned Leases to the Buyer, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested in all right, title, and interest of each Assigned Contract and Assigned Lease.
- f. Any portion of any Assigned Lease which purports to permit a landlord thereunder to cancel the remaining term of such Assigned Lease if the Debtors discontinue their use or operation of the leased premises is void and of no force and effect, and shall not be enforceable against the Buyer, or its assignees and sublessees; and the landlords under any such Assigned Lease shall not have the right to cancel or otherwise modify the Assigned Lease or increase the rent, assert any claim or impose any penalty by reason of such discontinuation, the Debtors' cessation of operations, the assignment of such Assigned Lease to the Buyer, or the interruption of business activities at any of the leased premises.

16.17. All defaults and all other obligations of the Debtors under the Assigned Contracts and the Assigned Leases occurring, arising or accruing prior to the assignment thereof to the Buyer at Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) are deemed to have been cured or satisfied by the payment of the proposed amount necessary, if any, to cure all monetary defaults, if any, under each Assigned Contract and Assigned Lease in the amounts set forth in the Notice of Assumption and Assignment or any Supplemental Notice of Assumption and Assignment (or any other cure cost reached by agreement after an objection to the proposed cure cost by a counterparty to an Assigned Contract or Assigned Lease), which was served in

compliance with the Bidding Procedures Order, and as set forth on the schedule attached hereto as **Exhibit 2** (the “Cure Costs”), and which Cure Costs were satisfied, or shall be satisfied as soon as practicable, by the Debtors or by the Buyer, as the case may be, as provided in the ~~_____~~ Stone Hill Agreement. For all Assigned Contracts and Assigned Leases for which a Notice of Assumption and Assignment was served, the Debtors and the Buyer, as applicable, are each authorized and directed to pay their respective portion of all Cure Costs required to be paid by such parties in accordance with the ~~_____~~ Stone Hill Agreement upon the later of (a) the Closing and (b) for any Assigned Contracts or Assigned Leases for which an objection has been filed to the assumption and assignment of such agreement or the Cure Costs relating thereto and such objection remains pending as of the date of this Order, the resolution of such objection by settlement or order of this Court. For all Assigned Contracts and Assigned Leases for which a Supplemental Notice of Assumption and Assignment was served, the Debtors and the Buyer, as applicable, are each authorized and directed to pay their respective portion of all Cure Costs required to be paid by such parties in accordance with the ~~_____~~ Stone Hill Agreement upon the later of (x) 14 days following service of the Supplemental Notice of Assumption and Assignment and (y) if an objection to the Supplemental Notice of Assumption and Assignment is timely filed in accordance with the Bidding Procedures Order, the resolution of such objection by settlement or order of this Court.

~~17.~~18. Pursuant to section 365(k) of the Bankruptcy Code, the Debtors and their estates shall be relieved from any liability for any breach for any Assigned Contract or Assigned Lease ~~following~~that occurs after the ~~effective date~~effectiveness of such assumption and assignment to the Buyer.

~~18. To the extent provided by Bankruptcy Code section 525, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Assets sold, transferred, or conveyed to the Buyer on account of the filing or pendency of these chapter 11 cases or the consummation of the transactions contemplated by the [] Agreement and this Order.~~

Modification of the Automatic Stay

19. The automatic stay provisions of section 362 of the Bankruptcy Code are lifted and modified to the extent necessary to implement the terms and conditions of the [] [Stone Hill](#) Agreement and the provisions of this Order.

Release of Liens by Creditors; Collection of Assets

20. Except as expressly provided to the contrary in this Order or in the [] [Stone Hill](#) Agreement, the holder of any valid Lien, Claim or Interest in the Debtors or the Assets shall, as of the Closing, be deemed to have waived and released such Lien, Claim or Interest, without regard to whether such holder has executed or filed any applicable release, and such Lien, Claim or Interest shall automatically, and with no further action by any party, attach to the portion of the ~~purchase price~~ [proceeds of the Sale](#) ultimately attributable to the Assets against or in which they claim an interest, in the order of their priority, with the same validity, force, and effect, if any, which they now have against such Assets, subject to any claims, defenses and objections, if any, that the Debtors or their estates may possess with respect thereto. Notwithstanding the foregoing, any such holder of such a Lien, Claim or Interest is authorized and directed to execute and deliver any waivers, releases, or other related documentation, as reasonably requested by the Debtors; *provided* that, this Paragraph 20 shall not apply to [or affect](#) (a) ~~any~~ third party working interests, [third party](#) royalty interests, [third](#)

party production payments, or ~~similar recorded~~ third party net profits interests ~~in any Assets (or, if unrecorded, interests~~ that are not owned by the Debtors (or other interest subject to section 541(b)(4) of the Bankruptcy Code) or (b) ~~any obligations of the Debtors~~ that are assumed by the Buyer under any applicable ~~oil and gas lease,~~ joint operating agreement, or similar ~~conveyance or agreement~~ agreements that ~~relates~~ are assumed by the Buyer and relate to operations of the Assets ~~or otherwise touches,~~ except to the extent that such obligations have given rise to liabilities that are matured and ~~concerns the Assets~~ presently due and owing by the Debtors as of the Closing.

21. As of the Closing, the Buyer and its successors and assigns shall be designated and appointed as the Debtors' true and lawful attorney with full power of substitution in the Debtors' name and stead on behalf of and for the benefit of the Buyer, and its successors and assigns, for the following sole and limited purposes: to have the power to demand and receive any and all of the Assets and to give receipts and releases for and in respect of the Assets, or any part thereof, and from time to time to institute and prosecute against third parties for the benefit of the Buyer, its successors and assigns, proceedings at law, in equity or otherwise, which the Buyer, and its successors and assigns, may deem proper for the collection or reduction to possession of any of the Assets.

Effect of Recordation of Order

22. This Order, once filed, registered, or otherwise recorded, (a) shall be effective as a conclusive determination that, upon the Closing, all Liens, Claims and Interests of any kind or nature whatsoever (with the sole exception of the ~~Permitted Encumbrances and the~~ Assumed Liabilities) existing as to the Assets prior to the Closing have been unconditionally released, discharged, and terminated and that the conveyances described herein have been effected, and

(b) shall be binding upon and shall govern the acts of all persons and entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, local officials, notaries, protonotaries, 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 Assets. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the [redacted] [Stone Hill](#) Agreement, including, without limitation, recordation of this Order. Notwithstanding the prior two sentences and for the avoidance of doubt, section 1146(a) of the Bankruptcy Code shall not apply to the Sale.

Administrative Priority Status

23. Any amounts that become payable by the Debtors to the Buyer pursuant to the [redacted] [Stone Hill](#) Agreement and any related agreements executed in connection therewith shall (a) be entitled to administrative expense claim status under sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code; (b) not be subordinate to any other administrative expense claim against the Debtors other than allowed claims entitled to priority under section 507(b) of the Bankruptcy Code, (c) not be altered, amended, discharged or affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases without the prior written [redacted] [consent](#) of the Buyer, and (d) be paid by the Debtors in the time and manner provided for in the [redacted] [Stone Hill](#) Agreement without further order of this Court.

Prohibition of Actions Against the Buyer

24. Except for the ~~Permitted Encumbrances and the~~ Assumed Liabilities or as expressly permitted or otherwise specifically provided for in the ~~[]~~ Stone Hill Agreement or this Order, the Buyer and its affiliates shall have no liability or responsibility for any liability or other obligation of the Debtors' arising under or related to the Assets or otherwise. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the ~~[]~~ Stone Hill Agreement, the Buyer and its affiliates shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and the Buyer and its affiliates shall have no successor or vicarious liabilities of any kind or character including ~~but not limited to~~, without limitation, any theory of antitrust, warranty, product liability, environmental, successor or transferee liability, labor law, ERISA, *de facto* merger, mere continuation, or substantial continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors, including, ~~but not limited to~~ without limitation, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing or any claims under the WARN Act or any claims related to wages, benefits, severance or vacation pay owed to employees or former employees of the Debtors.

25. Effective upon the Closing, with the sole exception of any enforcement of rights related to the Assumed Liabilities, all persons and entities shall be, and hereby are, forever barred and estopped from (a) taking any action that would adversely affect or interfere with the ability of the Debtors to transfer the Assets to the Buyer in accordance with the terms of this Order and the Stone Hill Agreement and (b) asserting, prosecuting, or otherwise pursuing, whether in law or in equity, in any judicial, administrative, arbitral or other proceeding, any

[Liens, Claims or Interests of any kind or nature whatsoever against the Buyer and its successors, designees, assigns, or property, or the Assets conveyed under this Order in accordance with the Stone Hill Agreement.](#)

No Interference

~~25-26.~~ Following the Closing, no holder of a Lien, Claim and/or Interest in or against the Debtors or the Assets shall interfere with the Buyer's title to or use and enjoyment of the Assets based on or related to such Lien, Claim, and/or Interest or any actions that the Debtors may take in their bankruptcy cases or any successor cases.

Retention of Jurisdiction

~~26-27.~~ This Court retains jurisdiction to, among other things, interpret, enforce and implement the terms and provisions of the this Order and the ~~{~~ [Stone Hill](#) Agreement, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, including, ~~but not limited to~~ without limitation, retaining jurisdiction to: (a) compel delivery of the Assets or performance of other obligations owed to the Buyer; (b) compel delivery of the ~~purchase price~~ proceeds of the Sale or performance of other obligations owed to the Debtors; (c) resolve any disputes arising under or related to the ~~{~~ [Stone Hill](#) Agreement, except as otherwise provided therein; (d) interpret, implement, and enforce the provisions of this Order; and (e) protect the Buyer and its affiliates against (i) any Liens, Claims and Interests in or against the Debtors or the Assets of any kind or nature whatsoever and (ii) any creditors or other parties in interest regarding the turnover of the Assets that may be in their possession.

No Stay of Order

~~27.~~28. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and the Buyer are free to close the Sale under the ~~{ } Stone Hill~~ Stone Hill Agreement at any time pursuant to the terms thereof.

Good Faith Purchaser

~~28.~~29. The Sale contemplated by the ~~{ } Stone Hill~~ Stone Hill Agreement is undertaken by the Buyer in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to the Buyer (including the assumption and assignment by the Debtors of any of the Assigned Contracts and the Assigned Leases), unless such authorization is duly stayed pending such appeal. The Buyer is a buyer in good faith of the Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

Preservations of Rights

~~29.~~30. Nothing contained in the Motion, this Order, the ~~{ } Stone Hill~~ Stone Hill Agreement, or any allocation schedule attached or related thereto shall constitute a waiver of or prejudice any argument of a party in interest regarding, or the right of any party in interest to contest, the Debtors' allocation of the proceeds of the Sale; and all such rights shall be preserved. Notwithstanding the foregoing, the allocation of the proceeds of the Sale contained in the Stone Hill Agreement shall be binding between the Debtors and the Buyer for the purposes set forth in the Stone Hill Agreement.

~~30. Notwithstanding any provision in the Motion, this Order or any implementing use, sale, or transfer documents (collectively, the "Sale Documents"), any sale, assignment~~

~~and/or transfer of any interests in contracts, leases, covenants, operating rights agreements, rights of use and easements, and rights of way or other interests or agreements (a) with the federal government; (b) involving (i) federal land or minerals or (ii) lands or minerals held in trust for federally recognized Indian tribes or Indian individuals (collectively, "Indian Landowners"); or (c) held by such Indian Landowners in fee with federal restriction on alienation (collectively, the "Federal Leases"), will be ineffective with respect thereto absent the consent of the United States and any applicable Indian Landowner. The Debtors and the Buyer agree to comply with all applicable bankruptcy and non-bankruptcy law with respect to the Federal Leases, and nothing in the Sale Documents shall otherwise affect any decommissioning obligations and financial assurance requirements under the Federal Leases as determined by the United States and any applicable Indian Landowner (as provided for under applicable law and the Federal Leases) that must be met by the Debtors or the Buyer. Moreover, nothing in the Sale Documents shall be interpreted to require the United States and any applicable Indian Landowner to novate, approve or otherwise consent to the sale, assignment and/or transfer of any interests in the Federal Leases. For the avoidance of doubt, in order to obtain the consent of the United States and any applicable Indian Landowner, all existing defaults under the Federal Leases, including any outstanding rents or royalties known to date plus interest, must be assumed and cured. The United States Department of Interior ("DOI") will retain and have the right to audit and/or perform any compliance review, and if appropriate, collect from the Debtors and/or the Buyer any additional monies owed by the Debtors prior to the transfer or assignment of the Federal Leases without those rights being adversely affected by these bankruptcy proceedings.~~

~~31. — The Debtors and Buyer, if able to obtain consent in an interest in the Federal Leases, will retain all defenses and/or rights, other than defenses and/or rights arising from the~~

~~filing of these chapter 11 cases, to challenge any determinations relating to the Federal Leases; provided, however, that any such challenge, including any challenge associated with this bankruptcy proceeding, must be raised in the United States' administrative review process leading to a final agency determination by the DOI. The audit and/or compliance review period shall remain open for the full statute of limitations period established by the Federal Oil and Gas Royalty Simplification and Fairness Act of 1996 (30 U.S.C. Section 1701, et seq.) to the extent applicable to the Federal Lease(s) under non bankruptcy law. Further, nothing in the Sale Documents or this Order shall affect the United States' police and regulatory powers, and the United States' rights to offset or recoup any amounts due under, or relating to, any Federal Leases (if any) are expressly preserved.~~

31. Any liability for post-Closing plugging and abandonment or other decommissioning obligations related to the Assets shall be an Assumed Liability, and the Buyer (or its successors or assigns) shall be solely liable for such obligations.

32. Nothing in this Order shall be construed to authorize or permit: (a) the sale of any compressors owned by J-W Power Company ("J-W") or (b) the assumption and/or assignment of any executory contracts between J-W and any Debtor, unless such assumption and/or assignment is subject to a subsequent Court order after notice to J-W and an opportunity to respond or otherwise consented to by J-W.

33. Nothing in this Order shall be construed to authorize or permit: (a) the transfer of any seismic, geological or geophysical data or intellectual property owned by Seitel Data, Ltd., Seitel Data Corp., Seitel Offshore Corp., Seitel Canada, Ltd. f/k/a Olympic Seismic, Ltd. (collectively, "Seitel"); or (b) unless otherwise consented to by Seitel, the assumption and/or assignment of any master license agreement and/or supplemental agreements between Seitel and

any Debtor, which assumption and/or assignment, if any, is subject to subsequent Court order after notice to Seitel and an opportunity to respond.

34. Nothing in this Order shall be construed to authorize or permit: (a) the transfer of any seismic, geological or geophysical data or intellectual property owned by TGS-NOPEC Geophysical Company, A2D Technologies, Inc. d/b/a TGS Geological Products and Services, or an affiliate thereof (collectively, "TGS"); or (b) unless otherwise consented to by TGS, the assumption and/or assignment of any license agreement between TGS and any Debtor, which assumption and/or assignment, if any, is subject to subsequent Court order after notice to TGS and an opportunity to respond.

35. Nothing in this Order shall be construed to authorize or permit: (a) the transfer of any seismic, geological or geophysical data, or any software or other intellectual property owned or licensed by SAP America, Inc. ("SAP"); (b) the assumption and/or assignment of the Software License Agreement between SAP and any Samson Resources Corporation (the "License Agreement"), which such assumption and/or assignment, if any, is subject to subsequent Court order after notice to SAP and an opportunity to respond; or (c) the Debtors' use of any software or other intellectual property owned or licensed by SAP pursuant to the License Agreement for the benefit of any Buyer or other third party, absent SAP's prior written consent. Notwithstanding the foregoing, and subject to (i) SAP and the Debtors entering into an amendment to the License Agreement, and (ii) SAP's review and approval of the terms of any proposed Transition Services Agreement between the Debtors and Buyers, SAP will consent to the Debtors' provision of transition services to the Buyers using SAP's software for up to ninety (90) days from the Closing, which services shall be limited to the Debtors' use of the software to process data for the Buyers and the Buyers receiving only screen access to such data.

36. EnerVest Operating and/or certain of its affiliated entities (collectively, “EnerVest”) may hold and/or possess certain interests in or related to the Assets (collectively, the “EnerVest Interests”). Notwithstanding any contrary provisions of this Order, (a) the Debtors shall pay in full all pre-closing revenue payments, operating expenses, and other disbursements due and owing to EnerVest related to the Assets and/or on account of the EnerVest Interests within five (5) Business Days following the Closing or, in EnerVest’s discretion, in the ordinary course of business, (b) to the extent otherwise permitted under applicable law, EnerVest shall retain the right, and is authorized, to exercise any right of recoupment with respect to Wells operated by EnerVest, all proceeds and revenue earned up to the Closing Date and otherwise payable to Debtors or Buyer for production sold up to the Closing Date, against all obligations and amounts incurred and/or owing to EnerVest up to the Closing Date on account of operating expenses and/or joint interest billings, (c) EnerVest shall retain rights of recoupment otherwise permitted under applicable law related to any EnerVest Interests and/or obligations due and owing to EnerVest against the applicable operator of the Assets, and (d) the EnerVest Interests as related to any proceeds or revenue associated with the Assets shall not be altered, amended or otherwise affected by this Order or the Stone Hill Agreement. If timely paid in the ordinary course of business by the Debtors, EnerVest agrees not to exercise its right of recoupment with respect to pre-closing obligations owed to EnerVest as set forth herein. While EnerVest may exercise a valid right of recoupment to the extent set forth in this paragraph, no Claim of EverVest against the Debtors shall become an obligation of the Buyer, other than as provided in the Stone Hill Agreement.

37. For the avoidance of doubt, nothing contained in paragraphs 32–36 shall (i) impact the Debtors’ obligation to (a) convey the Assets to the Buyer or (b) provide transition

services, each as contemplated under the Stone Hill Agreement or (ii) constitute a modification, waiver, or release of any right, agreement, covenant, or obligation of Buyer or Seller under the Stone Hill Agreement.

Inconsistencies with Prior Orders, Pleadings or Agreements

~~32.38.~~ To the extent of any conflict between the [] Stone Hill Agreement and this Order, the terms of this Order shall govern. To the extent this Order is inconsistent or conflicts with any prior order or pleading in these chapter 11 cases, the terms of this Order shall govern and any prior orders shall be deemed amended or otherwise modified to the extent required to permit consummation of the Sale.

Failure to Specify Provisions

~~33.39.~~ The failure to specifically reference any particular provisions of the [] Stone Hill Agreement or other related documents in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the [] Stone Hill Agreement and other related documents be authorized and approved.

Wilmington, Delaware
Dated: _____, 2016

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

~~K&E Draft 10/16/2016; Attorney Work Product; Confidential~~

Exhibit 1

Stone Hill Agreement

Exhibit 2

Cure Costs

Exhibit D

San Juan

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
	)	Chapter 11
SAMSON RESOURCES CORPORATION, <i>et al.</i> , ¹	)	Case No. 15-11934 (CSS)
)	
Debtors.	)	(Jointly Administered)
)	
	)	Re: Docket Nos. 1322, 1349, 1425

ORDER (I) AUTHORIZING (A) THE SALE OF THE [REDACTED] SAN JUAN ASSET PACKAGE FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS, (B) THE DEBTORS' ENTRY INTO AND PERFORMANCE OF THEIR OBLIGATIONS UNDER THE ASSET PURCHASE AGREEMENT AND ANCILLARY AGREEMENTS, AND (C) THE DEBTORS' ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (II) GRANTING RELATED RELIEF

Upon the motion [Docket No. 1322] (the "Motion")² and the supplement to the Motion [Docket No. 1349] of the above-captioned debtors and debtors in possession (collectively, the "Debtors")³ for entry of an order (this "Order"), among other things, (a) authorizing the sale (the "Sale") of the Assets (as defined in the [REDACTED] Red Willow Agreement (as defined below)) contemplated by the [REDACTED] San Juan Stalking Horse Agreement to [REDACTED] the Southern Ute Indian Tribe, d/b/a Red Willow Production Co. (or any Affiliate transferee or

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Geodyne Resources, Inc. (2703); Samson Contour Energy Co. (7267); Samson Contour Energy E&P, LLC (2502); Samson Holdings, Inc. (8587); Samson-International, Ltd. (4039); Samson Investment Company (1091); Samson Lone Star, LLC (9455); Samson Resources Company (8007); and Samson Resources Corporation (1227). The location of parent Debtor Samson Resources Corporation's corporate headquarters and the Debtors' service address is: Two West Second Street, Tulsa, Oklahoma 74103.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the [REDACTED] Red Willow Agreement (as defined herein), as applicable; *provided* that in the event of any conflict with respect to the meaning of a capitalized term, the meaning ascribed to such term in the [REDACTED] Red Willow Agreement shall control.

³ All references to the "Debtors" shall include the debtors and their estates.

transferees pursuant to the terms of the ~~_____~~ Red Willow Agreement, the “Buyer”), pursuant to the Asset Purchase Agreement between Samson Resources Company and the Buyer, dated as of September ~~____~~, 6, 2016 (together with all other documents contemplated thereby, as such agreement may be amended, restated or supplemented, the “~~_____~~” Red Willow Agreement”), a copy of which is attached hereto as **Exhibit 1**, free and clear of all Liens, Claims, and Interests (each as defined herein); (b) authorizing the assumption and assignment of certain executory contracts and unexpired leases to the Buyer; and (c) granting related relief, all as more fully set forth in the Motion; and the Court having entered the *Order (I) Establishing Bidding Procedures and Granting Related Relief and (II) Approving the Sale of Certain Assets Free and Clear of Liens, Claims, Encumbrances, and Interests* [Docket No. 1425] (the “Bidding Procedures Order”); and the Debtors having filed the *Notice of Auction* [Docket No. 1454] (the “Notice of Auction”) stating that the Debtors did not receive any competing Bids for the Assets; and the Debtors having filed the *Notice of Successful Bidder and Backup Bidder* [Docket No. ~~_____~~ 1499] (the “Notice of Successful Bidders”) identifying the Buyer as the Successful Bidder for the Assets in accordance with the Bidding Procedures Order; and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); 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 found that the relief requested in the Motion is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest; and the Court having found that the Debtors provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances; and the Court having reviewed the Motion and having heard the statements and evidence in support of the relief

requested therein at a hearing before the Court that commenced on October 17, 2016 (the “Sale Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY FOUND AND DETERMINED THAT:**

Findings of Fact and Conclusions of Law

A. The findings of fact and conclusions of law herein constitute the Court’s findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

Jurisdiction and Venue

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. Without limiting the generality of the foregoing, this Court has exclusive *in rem* jurisdiction over the Assets pursuant to 28 U.S.C. § 1334(e), as such Assets are 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 matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

Statutory Predicates

C. The statutory and other legal bases for the relief requested in the Motion are sections 105(a), 363, and 365 of the Bankruptcy Code, as supplemented by Bankruptcy Rules

2002, 6004, 6006, 9007, 9008 and 9014 and Local Rule 6004-(1). The consummation of the transactions contemplated by the [REDACTED] [Red Willow](#) Agreement and this Order is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and the Debtors and the Buyer have complied with all of the applicable requirements of such sections and rules in respect of such transactions.

Notice

D. As evidenced by the affidavits and/or certificates of service and publication notice filed with the Court, proper, timely, adequate, and sufficient notice of the Motion, the Bidding Procedures, the ~~Auction, the~~ Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the executory contracts and unexpired leases specified as of the date hereof pursuant to the [REDACTED] [Red Willow](#) Agreement (the “Assigned Contracts” and the “Assigned Leases,” respectively), the Cure Costs (as defined below), the Sale Hearing, and all deadlines related thereto, has been provided, as relevant, in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014, Local Rule 6004-(1) and in compliance with the Bidding Procedures Order, to all interested persons and entities, including, without limitation, the Notice Parties (as defined below).

E. Notice of ~~the Auction and~~ the Sale Hearing was published in the *New York Times* and *Tulsa World* in accordance with the Bidding Procedures Order and was sufficient and proper notice to any other interested parties, including those parties whose identities are unknown to the Debtors. With respect to any parties that may have claims against the Debtors, but whose identities are not reasonably ascertainable by the Debtors, the publication of the notice of the

~~Auction and the~~ Sale Hearing was sufficient and reasonably calculated under the circumstances to reach such parties.

F. The Debtors served notices substantially in the form included in the ~~Notice of Proposed Assumption and Assignment Notice of Executory Contracts and Unexpired Leases in Connection with respect to the Sale of Certain of the Debtors' Assets and the Proposed Cure Costs~~ [Docket No. 1458], (each a “Notice of Assumption and Assignment”), in accordance with the Bidding Procedures, identifying, among other things, the Cure Costs ~~(as defined below)~~. The Debtors served the Notice of Assumption and Assignment ~~Notice~~ on each of the non-Debtor counterparties to the Assigned Contracts (as defined below) and the Assigned Leases ~~(as defined below)~~. The service of the Notice of Assumption and Assignment ~~Notice~~ was sufficient under the circumstances and in full compliance with the Bidding Procedures Order, and no further notice need be provided in respect of the Debtors’ assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases or the Cure Costs. All non-Debtor counterparties to the Assigned Contracts and the Assigned Leases have had an adequate opportunity to object to the assumption and assignment of the Assigned Contracts and the Assigned Leases and the Cure Costs.

G. The notice described in the foregoing Paragraphs C–F is good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Bidding Procedures, the ~~Auction, the~~ Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases, the Cure Costs, the Sale Hearing, consent and preferential purchase rights related to oil and gas interests and Surface Rights ~~(“Surface Rights”)~~, and all deadlines related thereto is or shall be required.

Marketing and Sale Process

H. The Sale of the Assets to the Buyer pursuant to the Bidding Procedures was duly authorized pursuant to sections 363(b)(1) and 363(f) of the Bankruptcy Code, Bankruptcy Rule 6004(f) and Local Rule 6004-1. As demonstrated by (i) ~~the~~ testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors and their professionals, agents, and other representatives have marketed the Assets and conducted all aspects of the sale process, including the solicitation of bids for the Assets, in good faith and in compliance with the Bidding Procedures and the Bidding Procedures Order. The marketing process undertaken by the Debtors and their professionals, agents and other representatives with respect to the Assets has been adequate and appropriate and reasonably calculated to maximize value for the benefit of all stakeholders. The Bidding Procedures ~~and the Auction~~ were duly noticed, were substantively and procedurally fair to all parties, including all Potential Bidders and ~~including with respect to~~ all provisions governing credit bidding, and were conducted in a diligent, non-collusive, fair and good-faith manner.

I. The Bid Deadline passed at 5:00 p.m. (prevailing Eastern Time), on October 4, 2016 in accordance with the Bidding Procedures and Bidding Procedures Order. On October 6, 2016, the Debtors filed the Notice of Auction stating that the Debtors did not receive any competing Bids for the Assets. Pursuant to the terms of the Bidding Procedures, the transaction contemplated by the ~~[Red Willow]~~ Red Willow Agreement was the highest and best bid for the Assets and, therefore, was designated as the Successful Bid. ~~[The Debtors conducted an Auction on October 10, 2016 in accordance with the Bidding Procedures and Bidding Procedures Order.]~~ On October 11, 2016, the Debtors filed the Notice of Successful Bidders identifying the Buyer as

the Successful Bidder for the Assets in accordance with the Bidding Procedures Order. As established by the record of the Sale Hearing, the bidding and related procedures established by the Bidding Procedures Order have been complied with in all material respects by the Debtors and the Buyer. The Bidding Procedures afforded a full, fair and reasonable opportunity for any entity or person to make a higher or otherwise better offer to purchase the Assets, and the [REDACTED] [Red Willow](#) Agreement constitutes the best and highest offer for the Assets.

Corporate Authority

J. The Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541 of the Bankruptcy Code. The Debtors (i) have full corporate power and authority to execute the [REDACTED] [Red Willow](#) Agreement and all other documents contemplated thereby, and the Sale to the Buyer has been duly and validly authorized by all necessary corporate action, (ii) have all of the corporate power and authority necessary to consummate the Sale and all transactions contemplated by the [REDACTED] [Red Willow](#) Agreement, (iii) have taken all corporate action necessary to authorize and approve the [REDACTED] [Red Willow](#) Agreement and the consummation by the Debtors of the Sale and all transactions contemplated thereby, and (iv) require no consents or approvals, other than those expressly provided for in the [REDACTED] [Red Willow](#) Agreement, to consummate such transactions.

Highest and Best Offer; Business Judgment

K. The Debtors have demonstrated a sufficient basis to enter into the [REDACTED] [Red Willow](#) Agreement, sell the Assets on the terms outlined therein and assume and assign the Assigned Contracts and the Assigned Leases to the Buyer under sections 363 and 365 of the Bankruptcy Code. All such actions are appropriate exercises of the Debtors'

business judgment and in the best interests of the Debtors, their creditors, their estates and other parties in interest. Approval of the Sale pursuant to the ~~_____~~ Red Willow Agreement at this time is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest.

L. The offer of the Buyer, upon the terms and conditions set forth in the ~~_____~~ Red Willow Agreement, including, without limitation, the total consideration to be realized by the Debtors thereunder, (i) is the highest and best offer received by the Debtors after extensive marketing, including through the Bidding Procedures, (ii) is in the best interests of the Debtors, their creditors, their estates and other parties in interest and (iii) constitutes full and adequate consideration, is fair and reasonable and constitutes reasonably equivalent value, fair consideration, and fair value for the Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, and under the laws of the United States, any state, territory, possession, or the District of Columbia. Taking into consideration all relevant factors and circumstances, no other entity has offered to purchase the Assets for greater economic value to the Debtors or their estates.

Opportunity to Object

M. A reasonable opportunity to object or be heard with respect to the Motion, the Bidding Procedures, ~~the Auction~~, the Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases, the Cure Costs, the Sale Hearing, consent and preferential purchase rights related to oil and gas interests or Surface Rights, and all deadlines related thereto has been afforded to all interested persons and entities, including, without limitation: (i) the Office of the U.S. Trustee for the District of Delaware; (ii) the Committee; (iii) the agent under the Debtors'

first lien credit facility; (iv) counsel to the agent under the Debtors' first lien credit facility; (v) the agent under the Debtors' second lien credit facility; (vi) counsel to the agent under the Debtors' second lien credit facility; (vii) the Internal Revenue Service and all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; (viii) the United States Securities and Exchange Commission; (ix) counsel to the Stalking Horse Bidders; (x) all parties who have expressed a written interest in some or all of the Assets; (xi) all entities known to hold or to have asserted any "Lien²²" "Claim²²" or "Interest" (each as defined herein) with respect to any of the Assets; (xii) all parties entitled to notice pursuant to Local Rule 2002-1(b); (xiii) each governmental agency that is an interested party with respect to the Sale and transactions proposed thereunder, including, without limitation, the United States Bureau of Land Management and the United States Bureau of Indian Affairs; (xiv) all known creditors of the Debtors, including their contract counterparties; and (xv) all parties with an oil and gas interest or Surface Rights, including, ~~but not limited to~~ without limitation, a royalty interest or working interest, which may provide for consent rights or preferential purchase rights with respect to certain of the Assets (the foregoing persons and entities, collectively, the "Notice Parties").

Good Faith Purchaser; Arm's Length Sale

N. The ~~{~~ Red Willow Agreement was negotiated, proposed, and entered into by the Debtors and the Buyer without collusion, in good faith, and from arm's length bargaining positions. Neither the Debtors, nor the Buyer, nor any affiliate of the Buyer has engaged in any conduct that would cause or permit the ~~{~~ Red Willow Agreement or the Sale to be avoided under section 363(n) of the Bankruptcy Code.

O. The Buyer is a good-faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby.

P. Neither the Buyer nor any of its affiliates, members, officers, directors, shareholders or any of its or their respective successors or assigns is an “insider” or “affiliate” of any of the Debtors, as those terms are defined in sections 101(31) and 101(2) of the Bankruptcy Code, and the Buyer’s professionals, agents and other representatives have complied in all respects with the Bidding Procedures Order and all other applicable orders of this Court in negotiating and entering into the ~~_____~~ Red Willow Agreement. The ~~_____~~ Red Willow Agreement complies with the Bidding Procedures Order and all other applicable orders of this Court.

Free and Clear Transfer Required by Buyer

Q. The Buyer would not have entered into the ~~_____~~ Red Willow Agreement and would not ~~have consummated~~ consummate the Sale, thus adversely affecting the Debtors, their estates, and their creditors, if each of (i) the Sale and (ii) the assumption and assignment of the Assigned Contracts and the Assigned Leases to the Buyer were not free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the ~~Permitted Encumbrances and the~~ Assumed Liabilities) as more fully set forth in Paragraph 8 of this Order, or if the Buyer would, or in the future could, be liable for any of the Excluded Liabilities. For the avoidance of doubt, the Buyer shall have no responsibility whatsoever with respect to the Excluded Liabilities, which shall remain the responsibility of the Debtors before, on, and after the Closing.

R. As of the Closing, pursuant and subject to the terms of the ~~_____~~ Red Willow Agreement and this Order, the transfer of the Assets and of the Assumed Liabilities and

the Sale will effect a legal, valid, enforceable, and effective transfer of the Assets and will vest the Buyer with all of the Debtors' rights, title, and interests in the Assets free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the ~~Permitted Encumbrances and the~~ Assumed Liabilities), including, without limitation, (i) mortgages, deeds of trust, pledges, charges, security interests, rights of first refusal, hypothecations, encumbrances, easements, servitudes, leases or subleases, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of offset or recoupment, rights under any operating agreement not assumed by or assigned to the Buyer, right of use or possession, subleases, leases, conditional sale arrangements, any dedication under any gathering, transportation, treating, purchasing or similar agreement that is not assumed by or assigned to the Buyer, or any rights that purport to give any party a right of first refusal or consent with respect to the Debtor^s' interest in the Assets or any similar rights; (ii) all claims as defined in Bankruptcy Code section 101(5), including, without limitation, all rights or causes of action (whether in law or in equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff, recoupment, indemnity or contribution, obligations, demands, restrictions, indemnification claims, or liabilities relating to any act or omission of the Debtors or any other person, consent rights, options, contract rights, covenants, and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued, or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of the above-captioned cases, and whether imposed by agreement, understanding, law, equity or otherwise; (iii) all debts, liabilities, obligations, contractual rights and claims and labor, employment and pension claims, in each case, whether 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 un-matured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity or otherwise;

(iv) any rights based on any successor or transferee liability; (v) any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtors' or the Buyer's interest in the Assets, or any similar rights; (vi) any rights under labor or employment agreements; (vii) any rights under mortgages, deeds of trust, and security interests; (viii) any rights related to intercompany loans and receivables between the Debtors and any non-Debtor subsidiary or affiliate; (ix) any rights under pension, multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of the Employee Retirement Income Security Act of 1974 (as amended, "ERISA"), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (x) any other employee claims related to worker's compensation, occupational disease, or unemployment or temporary disability, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the

Internal Revenue Code and of any similar state law (collectively, “COBRA”), (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors, or (l) the WARN Act (29 U.S.C. §§2101 *et seq.*); (xi) any bulk sales or similar law; (xii) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the Assets prior to the Closing, including, without limitation, any *ad valorem* taxes assessed by any applicable taxing authority; and (xiii) any unexpired and executory contract or unexpired lease to which a Debtor is a party that is not an Assigned Contract or an Assigned Lease that will be assumed and assigned pursuant to this Order and the ~~_____~~ [Red Willow](#) Agreement; and (xiv) any other Excluded Liabilities as provided in the ~~_____~~ [Red Willow](#) Agreement.

Satisfaction of Section 363(f)

S. The Debtors may sell the Assets free and clear of any and all Liens, Claims, and Interests (each as defined herein) of any kind or nature whatsoever, including any rights or claims based on any putative successor or transferee liability, as set forth herein, because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. All parties in interest, including, without limitation, any holders of Liens, Claims, and/or Interests, [and holders of any consent and preferential purchase rights related to oil and gas interests or Surface Rights](#), and any non-Debtor counterparties to the Assigned Contracts and Assigned Leases, who did not object, or who withdrew their objection, to the Sale, the Motion, ~~consent and preferential purchase rights related to oil and gas interests or Surface Rights~~, the assumption and assignment of the applicable Assigned Contract or Assigned Lease or the

associated Cure Cost are deemed to have consented to the relief granted herein pursuant to section ~~363~~(f)(2) of the Bankruptcy Code. Those (i) holders of Liens, Claims, or Interests and (ii) non-Debtor parties to Assigned Contracts and Assigned Leases that did ~~not object~~object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code or are adequately protected by having their Liens, Claims, or Interests, if any, attach to the portion of the ~~purchase price~~proceeds of the Sale ultimately attributable to the Assets against or in which they claim an interest, in the order of their priority, with the same validity, force and effect, if any, which they now have against such Assets, subject to any claims and defenses the Debtors or their estates may possess with respect thereto.

No Successorship

T. Neither the Buyer nor any of its affiliates are successors to the Debtors or their estates by reason of any theory of law or equity, and neither the Buyer nor any of its affiliates shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates, except as otherwise expressly provided in the ~~Red Willow~~Red Willow Agreement or this Order.

Assigned Contracts and Assigned Leases

U. The Debtors have demonstrated (i) that it is an exercise of their sound business judgment to assume and assign the Assigned Contracts and the Assigned Leases to the Buyer in each case in connection with the consummation of the Sale and (ii) that the assumption and assignment of the Assigned Contracts and the Assigned Leases to the Buyer is in the best interests of the Debtors, their estates and creditors, and other parties in interest. The Assigned Contracts and the Assigned Leases being assigned to the Buyer are an integral part of the Assets being purchased by the Buyer and, accordingly, such assumption, assignment and cure of any

defaults under the Assigned Contracts and the Assigned Leases are reasonable and enhance the value of the Debtors' estates. Any non-Debtor counterparty to an Assigned Contract or Assigned Lease that has not actually filed with the Court an objection to such assumption and assignment in accordance with the terms of the Motion is deemed to have consented to such assumption and assignment.

Cure Costs and Adequate Assurance

V. The Debtors and the Buyer, as applicable, have, including by way of entering into the ~~_____~~ [Red Willow](#) Agreement, and agreeing to the provisions relating to the Assigned Contracts and Assigned Leases therein, (i) cured, or provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Assigned Contracts and Assigned Leases within the meaning of section 365(b)(1)(A) of the Bankruptcy Code and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assigned Contracts and the Assigned Leases within the meaning of section 365(b)(1)(B) of the Bankruptcy Code and the Buyer has, based upon the record of these proceedings, including the evidence proffered by the Debtors at the Sale Hearing, provided adequate assurance of its future performance of and under the Assigned Contracts and the Assigned Leases pursuant to sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. The Buyer's promise under the ~~_____~~ [Red Willow](#) Agreement to perform the obligations under the Assigned Contracts and the Assigned Leases after the Closing shall constitute adequate assurance of future performance under the Assigned Contracts and the Assigned Leases being assigned to the Buyer within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. The Cure Costs are hereby

deemed to be the sole amounts necessary to cure any and all defaults under the Assigned Contracts and the Assigned Leases under section 365(b) of the Bankruptcy Code.

Time Is of the Essence; Waiver of Stay

W. Time is of the essence in consummating the Sale. In order to maximize the value of the Assets, it is essential that the sale and assignment of the Assets occur within the time constraints set forth in the ~~{} Red Willow~~ Agreement. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 6004 and 6006.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

Motion is Granted

1. The relief requested by the Motion is granted as set forth herein.

Objections Overruled

2. All objections to the entry of this Order or to the relief granted herein, whether filed, stated on the record before this Court or otherwise, which have not been withdrawn, waived, or settled, and all reservations of rights included therein, are denied and overruled on the merits. All objections to the entry of this Order or to the relief granted herein that were not timely filed are hereby forever barred.

3. Notice of the Motion, the Bidding Procedures, the Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases, the Cure Costs, the Sale Hearing, consent and preferential purchase rights related to oil and gas interests and Surface Rights, and all deadlines related thereto was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006.

Approval of the [REDACTED] Red Willow Agreement

4. The [REDACTED] Red Willow Agreement, including all of the terms and conditions thereof, is hereby approved. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors are authorized and directed to take any and all actions necessary to fulfill their obligations under, and comply with the terms of, the [REDACTED] Red Willow Agreement and to consummate the Sale pursuant to and in accordance with the terms and conditions of the [REDACTED] Red Willow Agreement and this Order, without further leave of the Court. The Debtors are further authorized to pay, without further order of this Court, whether before, at, or after the Closing, any expenses or costs that are required to be paid in order to consummate the transactions contemplated by the [REDACTED] Red Willow Agreement or perform their obligations under the [REDACTED] Red Willow Agreement.

5. The Debtors are authorized, in accordance with the [REDACTED] Red Willow Agreement, to execute and deliver, and empowered to perform under, consummate, and implement, the [REDACTED] Red Willow Agreement, together with all additional instruments, documents, and other agreements that may be reasonably necessary or desirable to implement the [REDACTED] Red Willow Agreement, and to take all further actions as may be reasonably requested by the Buyer for the purpose of assigning, transferring, granting, conveying and conferring to the Buyer or reducing to possession, the Assets, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the [REDACTED] Red Willow Agreement.

Binding Effect of Order

6. This Order and the [REDACTED] Red Willow Agreement shall be binding upon all creditors of, and equity holders in, the Debtors and any and all other parties in interest, including,

without limitation, any and all holders of Liens, Claims, and Interests (including holders of any rights or claims based on any putative successor or transferee liability) of any kind or nature whatsoever, all non-Debtor parties to the Assigned Contracts and the Assigned Leases, the Buyer, all successors and assigns of the Buyer, the Debtors and their affiliates and subsidiaries, and any trustee or successor trustee appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code. Nothing contained in any chapter 11 (or other) plan confirmed in these bankruptcy cases or the confirmation order confirming any such plan shall conflict with or derogate from the provisions of the [REDACTED] [Red Willow](#) Agreement or this Order. To the extent of any such conflict or derogation, the terms of this Order shall govern.

Amendments to the [REDACTED] [Red Willow](#) Agreement

7. The [REDACTED] [Red Willow](#) Agreement and any related agreements, documents, or other instruments may be modified, amended, supplemented or restated by the parties thereto in a writing signed by both parties and in accordance with the terms thereof, without further order of this Court, but upon prior reasonable notice and consultation with the Committee, provided that any such modification, amendment, supplement or restatement does not have a material adverse effect on the Debtors' estates. The [REDACTED] [Red Willow](#) Agreement shall not be altered, amended, rejected, discharged or otherwise affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases without the prior written consent of the Buyer.

Transfer of the Assets Free and Clear

8. The Buyer shall assume and be liable for only those liabilities expressly assumed pursuant to the [REDACTED] [Red Willow](#) Agreement. Except as expressly permitted or otherwise specifically provided for in the [REDACTED] [Red Willow](#) Agreement or this Order, pursuant to

sections 105(a), 363(b), 363(f), and 365(b) of the Bankruptcy Code, upon the Closing, the Assets shall be transferred to the Buyer free and clear of any and all Liens, Claims, and Interests of any kind or nature whatsoever, with the sole exception of the ~~Permitted Encumbrances and the Assumed Liabilities~~. For purposes of this Order, “Liens” “Claims,” and “Interests” shall mean:

- a. any and all charges, liens (statutory or otherwise), claims, mortgages, leases, subleases, hypothecations, deeds of trust, pledge, 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 Assets including all the encumbrances or other restrictions or limitations on use set forth in Paragraph R above (collectively, “Liens”);
- 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 any labor, employment or pension laws, (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, agents, 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 Assets, the Assigned Contracts, or the transactions contemplated by the ~~Red Willow~~ Red Willow Agreement including all the claims set forth in Paragraph R above (collectively, “Claims”); and
- c. any and all equity or other interests of any kind or nature whatsoever in or with respect to (x) any of the Debtors or their respective affiliates, subsidiaries, successors or assigns, (y) the Assets, or (z) the Assigned Contracts, including all the interests set forth in Paragraph R above (collectively, “Interests”),

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 Closing. Any and all such Liens, Claims, and Interests shall attach to the portion of the ~~purchase price~~ proceeds of the Sale ultimately attributable to the Assets against or in which they claim an interest, in the order of their priority, with the same validity, force, and effect, if any, which they now have against such Assets, subject to any claims, defenses and objections, if any, that the Debtors or their estates may possess with respect thereto. On the Closing, the Buyer shall take title to and possession of the Assets subject only to the ~~Permitted Encumbrances and the~~ Assumed Liabilities.

Vesting of Assets in the Buyer

9. The transfer of the Assets to the Buyer pursuant to the ~~{~~ Red Willow Agreement shall constitute a legal, valid, and effective transfer of the Assets on the Closing, and shall vest the Buyer with all of the Debtors' rights, title and interests in the Assets free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the ~~Permitted Encumbrances and the~~ Assumed Liabilities).

10. The Buyer is hereby authorized in connection with the consummation of the Sale to allocate the Assets, including the Assigned Contracts and Assigned Leases, among its affiliates, agents, designees, assigns, and/or successors, in a manner as it in its sole discretion deems appropriate, and to assign, lease, sublease, license, sublicense, transfer, or otherwise dispose of any of the Assets, including the Assigned Contracts and Assigned Leases, to its affiliates, designees, assignees and/or successors with all of the rights and protections accorded

to the Buyer under this Order and the Red Willow Agreement with respect thereto, and the Debtors shall cooperate with and take all actions reasonably requested by the Buyer to effectuate any of the foregoing.

Release of Liens

~~10.~~11. If any person or entity that has filed any financing statements, mortgages, mechanic's liens, *lis pendens*, or any other documents or agreements evidencing a Lien on the Debtors or any of the Assets conveyed pursuant to the ~~[]~~ Red Willow Agreement and this Order shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all Liens which the person or entity has with respect to the Debtors or the Assets or otherwise, then (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Assets, and (b) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens in the Assets of any kind or nature whatsoever. Upon releasing of any Liens, the Liens will attach to the proceeds of the Sale in the order and priority that existed prior to such releases.

Deemed Consent and Waiver of Preferential Purchase Rights

~~11.~~12. Parties with an oil and gas interest or an interest in a Surface Right, including ~~but not limited to,~~ without limitation, a royalty interest or working interest providing for consent rights or preferential purchase rights with respect to certain of the Assets and who received notice in accordance with the applicable provisions of the ~~[]~~ Red Willow Agreement and the Bidding Procedures Order and failed to timely object are hereby deemed to consent to the

Sale and/or waive their ability (if any) to exercise any preferential purchase right or consent right with respect to the Sale.

Police and Regulatory Power of Governmental Units

~~12.~~13. Nothing in this Order or the ~~{} Red Willow~~ Agreement releases, nullifies, precludes, or enjoins the enforcement of any police power by, or any regulatory liability to, any governmental unit under any applicable Environmental Law⁴ on the part of any entity as the owner or operator of property after the Closing. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Assets on account of the filing or pendency of these chapter 11 cases or, to the extent provided by section 525 of the Bankruptcy Code, the consummation of the transactions contemplated by the ~~{} Red Willow~~ Agreement, including, without limitation, the Sale and the Debtors' assumption and assignment of the Assigned Contracts and Assigned Leases to the Buyer. Nothing in this Order authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements under Environmental Law.

Assumption and Assignment of Assigned Contracts and Assigned Leases

~~13.~~14. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing, the Debtors' assumption and assignment to the Buyer of the

⁴ As used in this Order, "Environmental Law" means all federal, state and local statutes, regulations, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders, agreements and determinations and all common law concerning pollution or protection of the environment or environmental impacts on human health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act; the Clean Water Act; the Clean Air Act; the Emergency Planning and Community Right to Know Act; the Federal Insecticide, Fungicide, and Rodenticide Act; the Resource Conservation and Recovery Act; the Safe Drinking Water Act; the Surface Mining Control and Reclamation Act; the Toxic Substances Control Act; and any state or local equivalents.

Assigned Contracts and the Assigned Leases is hereby approved, and the requirements of section 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

~~14.15.~~ 15.15. The Debtors are hereby authorized, in accordance with the ~~[]~~ Red Willow Agreement, and in accordance with sections 105(a) and 365 of the Bankruptcy Code, to (i) assume and assign to the Buyer the Assigned Contracts and the Assigned Leases, effective upon and subject to the occurrence of the Closing, free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the ~~Permitted Encumbrances and the~~ Assumed Liabilities), which Assigned Contracts and Assigned Leases, by operation of this Order, shall be deemed assumed and assigned to the Buyer effective as of the Closing, and (ii) execute and deliver to the Buyer such documents or other instruments as the Buyer may deem necessary to assign and transfer the Assigned Contracts and the Assigned Leases to the Buyer.

~~15.16.~~ 15.16. Subject to Paragraph ~~16.17~~ 15.17 hereof:

- a. The Debtors are authorized to and may assume all of the Assigned Contracts and the Assigned Leases in accordance with section 365 of the Bankruptcy Code.
- b. The Debtors are authorized to and may assign each Assigned Contract and Assigned Lease to the Buyer in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assigned Contract or Assigned Lease that prohibit or condition the assignment of such Assigned Contract or Assigned Lease on the consent of the counterparty thereto or allow the non-Debtor party to such Assigned Contract or Assigned Lease to terminate, recapture, impose any penalty, condition, renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract or Assigned Lease, shall constitute unenforceable anti-assignment provisions which are expressly preempted under section 365 of the Bankruptcy Code and void and of no force and effect.
- c. All requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption and assignment of the Assigned Contracts and Assigned Leases by the Debtors to the Buyer have been satisfied.
- d. Upon the Closing, the Assigned Contracts and Assigned Leases shall be transferred and assigned to, and remain in full force and effect for the

benefit of, the Buyer in accordance with their respective terms, notwithstanding any provision in any such Assigned Contract or Assigned Lease (including those of the type described in sections 365(b)(2), 365(e)(1) and 365(f) of the Bankruptcy Code) that prohibits, restricts, limits, or conditions such assignment or transfer pursuant to section 365(k) of the Bankruptcy Code.

- e. After the Debtors' transfer and assignment of the Assigned Contracts and the Assigned Leases to the Buyer, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested in all right, title, and interest of each Assigned Contract and Assigned Lease.
- f. Any portion of any Assigned Lease which purports to permit a landlord thereunder to cancel the remaining term of such Assigned Lease if the Debtors discontinue their use or operation of the leased premises is void and of no force and effect, and shall not be enforceable against the Buyer, or its assignees and sublessees; and the landlords under any such Assigned Lease shall not have the right to cancel or otherwise modify the Assigned Lease or increase the rent, assert any claim or impose any penalty by reason of such discontinuation, the Debtors' cessation of operations, the assignment of such Assigned Lease to the Buyer, or the interruption of business activities at any of the leased premises.

~~16.17.~~ 17. All defaults and all other obligations of the Debtors under the Assigned Contracts and the Assigned Leases occurring, arising or accruing prior to the assignment thereof to the Buyer at Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) are deemed to have been cured or satisfied by the payment of the proposed amount necessary, if any, to cure all monetary defaults, if any, under each Assigned Contract and Assigned Lease in the amounts set forth in the Notice of Assumption and Assignment or any Supplemental Notice of Assumption and Assignment (or any other cure cost reached by agreement after an objection to the proposed cure cost by a counterparty to an Assigned Contract or Assigned Lease), which was served in compliance with the Bidding Procedures Order, and as set forth on the schedule attached hereto as **Exhibit 2** (the "Cure Costs"), and which Cure Costs were satisfied, or shall be satisfied as soon as practicable, by the Debtors or by the Buyer, as the case may be, as provided in the

~~_____~~ Agreement. Red Willow Agreement. For the avoidance of doubt, Cure Costs, as defined herein, shall not include any obligations owed under Federal Leases prior to the assumption and assignment of such Federal Leases. For all Assigned Contracts and Assigned Leases for which a Notice of Assumption and Assignment was served, the Debtors and the Buyer, as applicable, are each authorized and directed to pay their respective portion of all Cure Costs required to be paid by such parties in accordance with the ~~_____~~ Red Willow Agreement upon the later of (a) the Closing and (b) for any Assigned Contracts or Assigned Leases for which an objection has been filed to the assumption and assignment of such agreement or the Cure Costs relating thereto and such objection remains pending as of the date of this Order, the resolution of such objection by settlement or order of this Court. For all Assigned Contracts and Assigned Leases for which a Supplemental Notice of Assumption and Assignment was served, the Debtors and the Buyer, as applicable, are each authorized and directed to pay their respective portion of all Cure Costs required to be paid by such parties in accordance with the ~~_____~~ Red Willow Agreement upon the later of (x) 14 days following service of the Supplemental Notice of Assumption and Assignment and (y) if an objection to the Supplemental Notice of Assumption and Assignment is timely filed in accordance with the Bidding Procedures Order, the resolution of such objection by settlement or order of this Court.

~~17.~~18. Pursuant to section 365(k) of the Bankruptcy Code, the Debtors and their estates shall be relieved from any liability for any breach for any Assigned Contract or Assigned Lease ~~following~~that occurs after the ~~effective date~~effectiveness of such assumption and assignment to the Buyer.

~~18. — To the extent provided by Bankruptcy Code section 525, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the~~

~~operation of the Assets sold, transferred, or conveyed to the Buyer on account of the filing or pendency of these chapter 11 cases or the consummation of the transactions contemplated by the [] Agreement and this Order.~~

Modification of the Automatic Stay

19. The automatic stay provisions of section 362 of the Bankruptcy Code are lifted and modified to the extent necessary to implement the terms and conditions of the [] Red Willow Agreement and the provisions of this Order.

Release of Liens by Creditors; Collection of Assets

20. Except as expressly provided to the contrary in this Order or in the [] Red Willow Agreement, the holder of any valid Lien, Claim or Interest in the Debtors or the Assets shall, as of the Closing, be deemed to have waived and released such Lien, Claim or Interest, without regard to whether such holder has executed or filed any applicable release, and such Lien, Claim or Interest shall automatically, and with no further action by any party, attach to the portion of the ~~purchase price~~ proceeds of the Sale ultimately attributable to the Assets against or in which they claim an interest, in the order of their priority, with the same validity, force, and effect, if any, which they now have against such Assets, subject to any claims, defenses and objections, if any, that the Debtors or their estates may possess with respect thereto. Notwithstanding the foregoing, any such holder of such a Lien, Claim or Interest is authorized and directed to execute and deliver any waivers, releases, or other related documentation, as reasonably requested by the Debtors; *provided* that, this Paragraph 20 shall not apply to or affect (a) any third party working interests, third party royalty interests, third party production payments, or similar recorded third party net profits interests in any Assets (or, if unrecorded, interests that are not owned by the Debtors (or other interest subject to section

541(b)(4) of the Bankruptcy Code) or (b) ~~any obligations of the Debtors~~ that are assumed by the Buyer under any applicable ~~oil and gas lease, joint operating agreement, or similar conveyance or agreement~~ agreements that ~~relates~~ are assumed by the Buyer and relate to operations of the Assets ~~or otherwise touches,~~ except to the extent that such obligations have given rise to liabilities that are presently due and ~~concerns~~ owing by the ~~Assets~~ Debtors as of the Closing.

21. As of the Closing, the Buyer and its successors and assigns shall be designated and appointed as the Debtors' true and lawful attorney with full power of substitution in the Debtors' name and stead on behalf of and for the benefit of the Buyer, and its successors and assigns, for the following sole and limited purposes: to have the power to demand and receive any and all of the Assets and to give receipts and releases for and in respect of the Assets, or any part thereof, and from time to time to institute and prosecute against third parties for the benefit of the Buyer, its successors and assigns, proceedings at law, in equity or otherwise, which the Buyer, and its successors and assigns, may deem proper for the collection or reduction to possession of any of the Assets.

Effect of Recordation of Order

22. This Order, once filed, registered, or otherwise recorded, (a) shall be effective as a conclusive determination that, upon the Closing, all Liens, Claims and Interests of any kind or nature whatsoever (with the sole exception of the ~~Permitted Encumbrances and the~~ Assumed Liabilities) existing as to the Assets prior to the Closing have been unconditionally released, discharged, and terminated and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all persons and entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments,

secretaries of state, federal, state, local officials, notaries, protonotaries, 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 Assets. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the [REDACTED] Red Willow Agreement, including, without limitation, recordation of this Order. Notwithstanding the prior two sentences and for the avoidance of doubt, section 1146(a) of the Bankruptcy Code shall not apply to the Sale.

Administrative Priority Status

23. Any amounts that become payable by the Debtors to the Buyer pursuant to the [REDACTED] Red Willow Agreement and any related agreements executed in connection therewith shall (a) be entitled to administrative expense claim status under sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code; (b) not be subordinate to any other administrative expense claim against the Debtors other than allowed claims entitled to priority under section 507(b) of the Bankruptcy Code, (c) not be altered, amended, discharged or affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases without the prior written [REDACTED] consent of the Buyer, and (d) be paid by the Debtors in the time and manner provided for in the [REDACTED] Red Willow Agreement without further order of this Court.

Prohibition of Actions Against the Buyer

24. Except for the ~~Permitted Encumbrances and the~~ Assumed Liabilities or as expressly permitted or otherwise specifically provided for in the [REDACTED] Red Willow Agreement or this Order, the Buyer and its affiliates shall have no liability or responsibility for

any liability or other obligation of the Debtors' arising under or related to the Assets or otherwise. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the ~~_____~~ Red Willow Agreement, the Buyer and its affiliates shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and the Buyer and its affiliates shall have no successor or vicarious liabilities of any kind or character including ~~but not limited to~~, without limitation, any theory of antitrust, warranty, product liability, environmental, successor or transferee liability, labor law, ERISA, *de facto* merger, mere continuation, or substantial continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors, including, ~~but not limited to~~ without limitation, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing or any claims under the WARN Act or any claims related to wages, benefits, severance or vacation pay owed to employees or former employees of the Debtors.

25. Effective upon the Closing, with the sole exception of any enforcement of rights related to the Permitted Encumbrances and the Assumed Liabilities, all persons and entities shall be, and hereby are, forever barred and estopped from (a) taking any action that would adversely affect or interfere with the ability of the Debtors to transfer the Assets to the Buyer in accordance with the terms of this Order and the Red Willow Agreement and (b) asserting, prosecuting, or otherwise pursuing, whether in law or in equity, in any judicial, administrative, arbitral or other proceeding, any Liens, Claims or Interests of any kind or nature whatsoever against the Buyer and its successors, designees, assigns, or property, or the Assets conveyed under this Order in accordance with the Red Willow Agreement.

No Interference

~~25.26.~~ Following the Closing, no holder of a Lien, Claim and/or Interest in or against the Debtors or the Assets shall interfere with the Buyer's title to or use and enjoyment of the Assets based on or related to such Lien, Claim, and/or Interest or any actions that the Debtors may take in their bankruptcy cases or any successor cases.

Retention of Jurisdiction

~~26.27.~~ This Court retains jurisdiction to, among other things, interpret, enforce and implement the terms and provisions of the this Order and the ~~(_____)~~ Red Willow Agreement, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, including, ~~but not limited to~~ without limitation, retaining jurisdiction to: (a) compel delivery of the Assets or performance of other obligations owed to the Buyer; (b) compel delivery of the ~~purchase price~~ proceeds of the Sale or performance of other obligations owed to the Debtors; (c) resolve any disputes arising under or related to the ~~(_____)~~ Red Willow Agreement, except as otherwise provided therein; (d) interpret, implement, and enforce the provisions of this Order; and (e) protect the Buyer and its affiliates against (i) any Liens, Claims and Interests in or against the Debtors or the Assets of any kind or nature whatsoever and (ii) any creditors or other parties in interest regarding the turnover of the Assets that may be in their possession; provided that, for the avoidance of doubt, the Court's jurisdiction shall not continue with respect to any regulatory actions or administrative proceedings related to any Federal Leases (defined below) between the Debtors or the Buyer and its assigns, on one hand, and the United States Department of Interior ("DOI") on the other.

No Stay of Order

~~27.~~28. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and the Buyer are free to close the Sale under the ~~[REDACTED]~~ Red Willow Agreement at any time pursuant to the terms thereof.

Good Faith Purchaser

~~28.~~29. The Sale contemplated by the ~~[REDACTED]~~ Red Willow Agreement is undertaken by the Buyer in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to the Buyer (including the assumption and assignment by the Debtors of any of the Assigned Contracts and the Assigned Leases), unless such authorization is duly stayed pending such appeal. The Buyer is a buyer in good faith of the Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

Preservations of Rights

~~29.~~30. Nothing contained in the Motion, this Order, the ~~[REDACTED]~~ Red Willow Agreement, or any allocation schedule attached or related thereto shall constitute a waiver of or prejudice any argument of a party in interest regarding, or the right of any party in interest to contest, the Debtors' allocation of the proceeds of the Sale; and all such rights shall be preserved. Notwithstanding the foregoing, the allocation of the proceeds of the Sale contained in the Red Willow Agreement shall be binding between the Debtors and the Buyer for the purposes set forth in the Red Willow Agreement.

~~30.~~31. Notwithstanding any provision in the Motion, this Order or any implementing use, sale, or transfer documents (collectively, including the Red Willow Agreement, the "Sale

Documents”), any sale, assignment and/or transfer of any interests in contracts, leases, covenants, operating rights agreements, rights-of-use and easements, and rights-of-way or other interests or agreements (a) with the federal government; (b) involving (i) federal land or minerals or (ii) lands or minerals held in trust for federally-recognized Indian tribes or Indian individuals (collectively, “Indian Landowners”); or (c) held by such Indian Landowners in fee with federal restriction on alienation (collectively, the “Federal Leases”), will be ineffective with respect thereto absent the consent of the United States and any applicable Indian Landowner. The Debtors and the Buyer agree to comply with all applicable bankruptcy and non-bankruptcy law with respect to the Federal Leases, and nothing in the Sale Documents shall otherwise affect any decommissioning obligations and financial assurance requirements under the Federal Leases as determined by the United States and any applicable Indian Landowner (as provided for under applicable law and the Federal Leases) that must be met by the Debtors and/or the Buyer. as applicable. Moreover, nothing in this Order or the Sale Documents shall be interpreted to require the United States and any applicable Indian Landowner to novate, approve or otherwise consent to the assumption, sale, assignment and/or transfer of any interests in the Federal Leases. For the avoidance of doubt, in order to obtain the consent of the United States and/or any applicable Indian Landowner to the assumption, sale, assignment and/or transfer of any interests in a Federal Lease, all existing defaults under ~~the~~such Federal Leases, including, without limitation, any outstanding rents or royalties known to date plus interest, must be assumed and/or cured. ~~The United States Department of Interior (“~~as appropriate, and nothing in this Order, or the Red Willow Agreement, shall be interpreted to set Cure Costs for the Federal Leases. ~~DOI~~²) will retain and have the right to audit and/or perform any compliance review related to the Federal Leases, and if appropriate, to collect from the Debtors and/or the Buyer, under applicable federal

regulations, any additional monies owed by the Debtors prior to the transfer or assignment of the Federal Leases without those rights being adversely affected by these bankruptcy proceedings.

32. For the avoidance of doubt, the respective obligations of the Debtors and the Buyer to the United States and/or Indian Landowners under the preceding paragraph shall be governed, as between the Debtors and the Buyer, by the Red Willow Agreement.

~~31.~~33. The Debtors and Buyer, if able to obtain consent in an interest in the Federal Leases, will retain all defenses and/or rights, other than defenses and/or rights arising from the filing of these chapter 11 cases, to challenge any determinations relating to the Federal Leases; *provided, however*, that any such challenge, including any challenge associated with this bankruptcy proceeding, must be raised in the United States' administrative review process leading to a final agency determination by the DOI. The audit and/or compliance review period shall remain open for the full statute of limitations period established by the Federal Oil and Gas Royalty Simplification and Fairness Act of 1996 (30 U.S.C. Section 1701, et seq.) to the extent applicable to the Federal Lease(s) under non-bankruptcy law. Further, nothing in the Sale Documents or this Order shall affect the United States' police and regulatory powers, and the United States' rights to offset or recoup any amounts due under, or relating to, any Federal Leases (if any) are expressly preserved.

34. Any liability for post-Closing plugging and abandonment or other decommissioning obligations related to the Assets shall be an Assumed Liability, and the Buyer (or its successors or assigns) shall be solely liable for such obligations, in each case with respect to the Federal Leases or otherwise.

35. Nothing in this Order shall be construed to authorize or permit: (a) the sale of any compressors owned by J-W Power Company ("J-W") or (b) the assumption and/or assignment of

any executory contracts between J-W and any Debtor, unless such assumption and/or assignment is subject to a subsequent Court order after notice to J-W and an opportunity to respond or otherwise consented to by J-W.

36. Nothing in this Order shall be construed to authorize or permit: (a) the transfer of any seismic, geological or geophysical data or intellectual property owned by Seitel Data, Ltd., Seitel Data Corp., Seitel Offshore Corp., Seitel Canada, Ltd. f/k/a Olympic Seismic, Ltd. (collectively, “Seitel”); or (b) unless otherwise consented to by Seitel, the assumption and/or assignment of any master license agreement and/or supplemental agreements between Seitel and any Debtor, which assumption and/or assignment, if any, is subject to subsequent Court order after notice to Seitel and an opportunity to respond.

37. Nothing in this Order shall be construed to authorize or permit: (a) the transfer of any seismic, geological or geophysical data or intellectual property owned by TGS-NOPEC Geophysical Company, A2D Technologies, Inc. d/b/a TGS Geological Products and Services, or an affiliate thereof (collectively, “TGS”); or (b) unless otherwise consented to by TGS, the assumption and/or assignment of any license agreement between TGS and any Debtor, which assumption and/or assignment, if any, is subject to subsequent Court order after notice to TGS and an opportunity to respond.

38. Nothing in this Order shall be construed to authorize or permit: (a) the transfer of any seismic, geological or geophysical data, or any software or other intellectual property owned or licensed by SAP America, Inc. (“SAP”); (b) the assumption and/or assignment of the Software License Agreement between SAP and any Samson Resources Corporation (the “License Agreement”), which such assumption and/or assignment, if any, is subject to subsequent Court order after notice to SAP and an opportunity to respond; or (c) the Debtors’ use of any software

or other intellectual property owned or licensed by SAP pursuant to the License Agreement for the benefit of any Buyer or other third party, absent SAP's prior written consent. Notwithstanding the foregoing, and subject to (i) SAP and the Debtors entering into an amendment to the License Agreement, and (ii) SAP's review and approval of the terms of any proposed Transition Services Agreement between the Debtors and Buyers, SAP will consent to the Debtors' provision of transition services to the Buyers using SAP's software for up to ninety (90) days from the Closing, which services shall be limited to the Debtors' use of the software to process data for the Buyers and the Buyers receiving only screen access to such data.

39. The Debtors and the Buyer acknowledge that: EnerVest Operating and/or certain of its affiliated entities (collectively, "EnerVest") hold and/or possess certain interests in or related to the Assets (collectively, the "EnerVest Interests"). Notwithstanding any contrary provisions of this Order or in the Red Willow Agreement, (a) the Debtors shall pay in full all pre-closing revenue payments, operating expenses, and other disbursements due and owing to EnerVest related to the Assets and/or on account of the EnerVest Interests within five (5) Business Days following the Closing or, in EnerVest's discretion, in the ordinary course of business, (b) to the extent otherwise permitted under applicable law, EnerVest shall retain the right, and is authorized, to exercise any right of recoupment with respect to Wells operated by EnerVest included among the Assets, all proceeds and revenue earned up to the Closing Date and otherwise payable to Debtors or Buyer for production sold up to the Closing Date, against all obligations and amounts incurred and/or owing to EnerVest up to the Closing Date on account of operating expenses and/or joint interest billings, (c) EnerVest shall retain rights of recoupment otherwise permitted under applicable law related to any EnerVest Interests and/or obligations due and owing to EnerVest, and the Assets shall remain subject thereto, and (d) the EnerVest

Interests as related to any proceeds or revenue associated with the Assets shall not be altered, amended or otherwise affected by this Order or the Red Willow Agreement. If timely paid in the ordinary course of business, EnerVest agrees not to exercise its right of recoupment with respect to pre-closing obligations owed to EnerVest as set forth herein. All imbalance obligations owed to EnerVest are being assumed by Buyer.

40. For the avoidance of doubt, nothing contained in paragraphs 35–39 shall (i) impact the Debtors’ obligation to (a) convey the Assets to the Buyer or (b) provide transition services, each as contemplated under the Red Willow Agreement or (ii) constitute a modification, waiver, or release of any right, agreement, covenant, or obligation of Buyer or Seller under the Red Willow Agreement.

Inconsistencies with Prior Orders, Pleadings or Agreements

~~32.41.~~ To the extent of any conflict between the ~~[REDACTED]~~ Red Willow Agreement and this Order, the terms of this Order shall govern. To the extent this Order is inconsistent or conflicts with any prior order or pleading in these chapter 11 cases, the terms of this Order shall govern and any prior orders shall be deemed amended or otherwise modified to the extent required to permit consummation of the Sale.

Failure to Specify Provisions

~~33.42.~~ The failure to specifically reference any particular provisions of the ~~[REDACTED]~~ Red Willow Agreement or other related documents in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the ~~[REDACTED]~~ Red Willow Agreement and other related documents be authorized and approved.

Wilmington, Delaware

Dated: _____, 2016

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

~~K&E Draft 10/16/2016; Attorney Work Product; Confidential~~

Exhibit 1

Red Willow Agreement

Exhibit 2

Cure Costs

Exhibit E

West Anadarko

~~K&E Draft 10/16/2016; Attorney Work Product; Confidential~~

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
	)	Chapter 11
SAMSON RESOURCES CORPORATION, <i>et al.</i> , ¹	)	Case No. 15-11934 (CSS)
)	
Debtors.	)	(Jointly Administered)
)	
	)	Re: Docket Nos. 1322, 1349, 1425

ORDER (I) AUTHORIZING (A) THE SALE OF THE [REDACTED] WEST ANADARKO ASSET PACKAGE FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS, (B) THE DEBTORS' ENTRY INTO AND PERFORMANCE OF THEIR OBLIGATIONS UNDER THE ASSET PURCHASE AGREEMENT AND ANCILLARY AGREEMENTS, AND (C) THE DEBTORS' ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (II) GRANTING RELATED RELIEF

Upon the motion [Docket No. 1322] (the "Motion")² and the supplement to the Motion [Docket No. 1349] of the above-captioned debtors and debtors in possession (collectively, the "Debtors")³ for entry of an order (this "Order"), among other things, (a) authorizing the sale (the "Sale") of the Assets (as defined in the [REDACTED] Tecolote Agreement (as defined below)) contemplated by the [REDACTED] West Anadarko Stalking Horse Agreement to [REDACTED] Tecolote Holdings, LLC (or any Affiliate transferee or transferees pursuant to the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Geodyne Resources, Inc. (2703); Samson Contour Energy Co. (7267); Samson Contour Energy E&P, LLC (2502); Samson Holdings, Inc. (8587); Samson-International, Ltd. (4039); Samson Investment Company (1091); Samson Lone Star, LLC (9455); Samson Resources Company (8007); and Samson Resources Corporation (1227). The location of parent Debtor Samson Resources Corporation's corporate headquarters and the Debtors' service address is: Two West Second Street, Tulsa, Oklahoma 74103.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the [REDACTED] Tecolote Agreement (as defined herein), as applicable; *provided* that in the event of any conflict with respect to the meaning of a capitalized term, the meaning ascribed to such term in the [REDACTED] Tecolote Agreement shall control.

³ All references to the "Debtors" shall include the debtors and their estates.

terms of the ~~_____~~ [Tecolote](#) Agreement, the “Buyer”), pursuant to the Asset Purchase Agreement between Samson Resources Company and the Buyer, dated as of September ~~____~~, [2](#), 2016 (together with all other documents contemplated thereby, as such agreement may be amended, restated or supplemented, the “~~_____~~ [“Tecolote Agreement”](#)”), a copy of which is attached hereto as **Exhibit 1**, free and clear of all Liens, Claims, and Interests (each as defined herein); (b) authorizing the assumption and assignment of certain executory contracts and unexpired leases to the Buyer; and (c) granting related relief, all as more fully set forth in the Motion; and the Court having entered the *Order (I) Establishing Bidding Procedures and Granting Related Relief and (II) Approving the Sale of Certain Assets Free and Clear of Liens, Claims, Encumbrances, and Interests* [Docket No. 1425] (the “[Bidding Procedures Order](#)”); and the Debtors having filed the *Notice of Auction* [Docket No. 1454] (the “Notice of Auction”) stating that the Debtors did not receive any competing Bids for the Assets; and the Debtors having filed the *Notice of Successful Bidder and Backup Bidder* [Docket No. ~~_____~~ [1499](#)] (the “[Notice of Successful Bidders](#)”) identifying the Buyer as the Successful Bidder for the Assets in accordance with the Bidding Procedures Order; and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); 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 found that the relief requested in the Motion is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest; and the Court having found that the Debtors provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances; and the Court having reviewed the Motion and having heard the statements and evidence in support of the relief requested

therein at a hearing before the Court that commenced on October 17, 2016 (the “Sale Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY FOUND AND DETERMINED THAT:**

Findings of Fact and Conclusions of Law

A. The findings of fact and conclusions of law herein constitute the Court’s findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

Jurisdiction and Venue

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. Without limiting the generality of the foregoing, this Court has exclusive *in rem* jurisdiction over the Assets pursuant to 28 U.S.C. § 1334(e), as such Assets are 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 matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

Statutory Predicates

C. The statutory and other legal bases for the relief requested in the Motion are sections 105(a), 363, and 365 of the Bankruptcy Code, as supplemented by Bankruptcy Rules

2002, 6004, 6006, 9007, 9008 and 9014 and Local Rule 6004-(1). The consummation of the transactions contemplated by the ~~_____~~ [Tecolote](#) Agreement and this Order is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and the Debtors and the Buyer have complied with all of the applicable requirements of such sections and rules in respect of such transactions.

Notice

D. As evidenced by the affidavits and/or certificates of service and publication notice filed with the Court, proper, timely, adequate, and sufficient notice of the Motion, the Bidding Procedures, the ~~Auction, the~~ Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the executory contracts and unexpired leases specified as of the date hereof pursuant to the ~~_____~~ [Tecolote](#) Agreement (the “Assigned Contracts” and the “Assigned Leases,” respectively), the Cure Costs (as defined below), the Sale Hearing, and all deadlines related thereto, has been provided, as relevant, in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014, Local Rule 6004-(1) and in compliance with the Bidding Procedures Order, to all interested persons and entities, including, without limitation, the Notice Parties (as defined below).

E. Notice of ~~the Auction and~~ the Sale Hearing was published in the *New York Times* and *Tulsa World* in accordance with the Bidding Procedures Order and was sufficient and proper notice to any other interested parties, including those parties whose identities are unknown to the Debtors. With respect to any parties that may have claims against the Debtors, but whose identities are not reasonably ascertainable by the Debtors, the publication of the notice of the

~~Auction and the~~ Sale Hearing was sufficient and reasonably calculated under the circumstances to reach such parties.

F. The Debtors served notices substantially in the form included in the ~~Notice of Proposed Assumption and Assignment Notice of Executory Contracts and Unexpired Leases in Connection with respect to the Sale of Certain of the Debtors' Assets and the Proposed Cure Costs~~ [Docket No. 1458], (each a “Notice of Assumption and Assignment”), in accordance with the Bidding Procedures, identifying, among other things, the Cure Costs ~~(as defined below)~~. The Debtors served the Notice of Assumption and Assignment ~~Notice~~ on each of the non-Debtor counterparties to the Assigned Contracts (as defined above) and the Assigned Leases ~~(as defined above)~~. The service of the Notice of Assumption and Assignment ~~Notice~~ was sufficient under the circumstances and in full compliance with the Bidding Procedures Order, and no further notice need be provided in respect of the Debtors’ assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases or the Cure Costs. All non-Debtor counterparties to the Assigned Contracts and the Assigned Leases have had an adequate opportunity to object to the assumption and assignment of the Assigned Contracts and the Assigned Leases and the Cure Costs.

G. The notice described in the foregoing Paragraphs C–F is good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Bidding Procedures, the ~~Auction, the~~ Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases, the Cure Costs, the Sale Hearing, consent and preferential purchase rights related to oil and gas interests and Surface Rights ~~(“Surface Rights”)~~, and all deadlines related thereto is or shall be required.

Marketing and Sale Process

H. The Sale of the Assets to the Buyer pursuant to the Bidding Procedures was duly authorized pursuant to sections 363(b)(1) and 363(f) of the Bankruptcy Code, Bankruptcy Rule 6004(f) and Local Rule 6004-1. As demonstrated by (i) ~~the~~ testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors and their professionals, agents, and other representatives have marketed the Assets and conducted all aspects of the sale process, including the solicitation of bids for the Assets, in good faith and in compliance with the Bidding Procedures and the Bidding Procedures Order. The marketing process undertaken by the Debtors and their professionals, agents and other representatives with respect to the Assets has been adequate and appropriate and reasonably calculated to maximize value for the benefit of all stakeholders. The Bidding Procedures ~~and the Auction~~ were duly noticed, were substantively and procedurally fair to all parties, including all Potential Bidders and ~~including with respect to~~ all provisions governing credit bidding, and were conducted in a diligent, non-collusive, fair and good-faith manner.

I. The Bid Deadline passed at 5:00 p.m. (prevailing Eastern Time), on October 4, 2016 in accordance with the Bidding Procedures and Bidding Procedures Order. On October 6, 2016, the Debtors filed the Notice of Auction stating that the Debtors did not receive any competing Bids for the Assets. Pursuant to the terms of the Bidding Procedures, the transaction contemplated by the ~~{~~ Tecolote Agreement was the highest and best bid for the Assets and, therefore, was designated as the Successful Bid. ~~{The Debtors conducted an Auction on October 10, 2016 in accordance with the Bidding Procedures and Bidding Procedures Order.}~~ On October 11, 2016, the Debtors filed the Notice of Successful Bidders identifying the Buyer as

the Successful Bidder for the Assets in accordance with the Bidding Procedures Order. As established by the record of the Sale Hearing, the bidding and related procedures established by the Bidding Procedures Order have been complied with in all material respects by the Debtors and the Buyer. The Bidding Procedures afforded a full, fair and reasonable opportunity for any entity or person to make a higher or otherwise better offer to purchase the Assets, and the [REDACTED] [Tecolote](#) Agreement constitutes the best and highest offer for the Assets.

Corporate Authority

J. The Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541 of the Bankruptcy Code. The Debtors (i) have full corporate power and authority to execute the [REDACTED] [Tecolote](#) Agreement and all other documents contemplated thereby, and the Sale to the Buyer has been duly and validly authorized by all necessary corporate action, (ii) have all of the corporate power and authority necessary to consummate the Sale and all transactions contemplated by the [REDACTED] [Tecolote](#) Agreement, (iii) have taken all corporate action necessary to authorize and approve the [REDACTED] [Tecolote](#) Agreement and the consummation by the Debtors of the Sale and all transactions contemplated thereby, and (iv) require no consents or approvals, other than those expressly provided for in the [REDACTED] [Tecolote](#) Agreement, to consummate such transactions.

Highest and Best Offer; Business Judgment

K. The Debtors have demonstrated a sufficient basis to enter into the [REDACTED] [Tecolote](#) Agreement, sell the Assets on the terms outlined therein and assume and assign the Assigned Contracts and the Assigned Leases to the Buyer under sections 363 and 365 of the Bankruptcy Code. All such actions are appropriate exercises of the Debtors' business

judgment and in the best interests of the Debtors, their creditors, their estates and other parties in interest. Approval of the Sale pursuant to the [REDACTED] [Tecolote](#) Agreement at this time is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest.

L. The offer of the Buyer, upon the terms and conditions set forth in the [REDACTED] [Tecolote](#) Agreement, including, [without limitation](#), the total consideration to be realized by the Debtors thereunder, (i) is the highest and best offer received by the Debtors after extensive marketing, including through the Bidding Procedures, (ii) is in the best interests of the Debtors, their creditors, their estates and other parties in interest and (iii) constitutes full and adequate consideration, is fair and reasonable and constitutes reasonably equivalent value, fair consideration, and fair value for the Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, and under the laws of the United States, any state, territory, possession, or the District of Columbia. Taking into consideration all relevant factors and circumstances, no other entity has offered to purchase the Assets for greater economic value to the Debtors or their estates.

Opportunity to Object

M. A reasonable opportunity to object or be heard with respect to the Motion, the Bidding Procedures, ~~the Auction~~, the Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases, the Cure Costs, the Sale Hearing, consent and preferential purchase rights related to oil and gas interests or Surface Rights, and all deadlines related thereto has been afforded to all interested persons and entities, including, without limitation: (i) the Office of the U.S. Trustee for the District of Delaware; (ii) the Committee; (iii) the agent under the Debtors' first lien credit facility; (iv) counsel to the agent under the Debtors' first lien credit facility; (v)

the agent under the Debtors' second lien credit facility; (vi) counsel to the agent under the Debtors' second lien credit facility; (vii) the Internal Revenue Service and all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; (viii) the United States Securities and Exchange Commission; (ix) counsel to the Stalking Horse Bidders; (x) all parties who have expressed a written interest in some or all of the Assets; (xi) all entities known to hold or to have asserted any "Lien²²" "Claim²²" or "Interest" (each as defined herein) with respect to any of the Assets; (xii) all parties entitled to notice pursuant to Local Rule 2002-1(b); (xiii) each governmental agency that is an interested party with respect to the Sale and transactions proposed thereunder, including, without limitation, the United States Bureau of Land Management and the United States Bureau of Indian Affairs; (xiv) all known creditors of the Debtors, including their contract counterparties; and (xv) all parties with an oil and gas interest or Surface Rights, including, ~~but not limited to~~ without limitation, a royalty interest or working interest, which may provide for consent rights or preferential purchase rights with respect to certain of the Assets (the foregoing persons and entities, collectively, the "Notice Parties").

Good Faith Purchaser; Arm's Length Sale

N. The Tecolote Agreement was negotiated, proposed, and entered into by the Debtors and the Buyer without collusion, in good faith, and from arm's length bargaining positions. Neither the Debtors, nor the Buyer, nor any affiliate of the Buyer has engaged in any conduct that would cause or permit the Tecolote Agreement or the Sale to be avoided under section 363(n) of the Bankruptcy Code.

O. The Buyer is a good-faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby.

P. Neither the Buyer nor any of its affiliates, members, officers, directors, shareholders or any of its or their respective successors or assigns is an “insider” or “affiliate” of any of the Debtors, as those terms are defined in sections 101(31) and 101(2) of the Bankruptcy Code, and the Buyer’s professionals, agents and other representatives have complied in all respects with the Bidding Procedures Order and all other applicable orders of this Court in negotiating and entering into the ~~_____~~ Tecolote Agreement. The ~~_____~~ Tecolote Agreement complies with the Bidding Procedures Order and all other applicable orders of this Court.

Free and Clear Transfer Required by Buyer

Q. The Buyer would not have entered into the ~~_____~~ Tecolote Agreement and would not ~~have consummated~~ consummate the Sale, thus adversely affecting the Debtors, their estates, and their creditors, if each of (i) the Sale and (ii) the assumption and assignment of the Assigned Contracts and the Assigned Leases to the Buyer were not free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the Permitted Encumbrances and the Assumed Liabilities) as more fully set forth in Paragraph 8 of this Order, or if the Buyer would, or in the future could, be liable for any of the Excluded Liabilities. For the avoidance of doubt, the Buyer shall have no responsibility whatsoever with respect to the Excluded Liabilities, which shall remain the responsibility of the Debtors before, on, and after the Closing.

R. As of the Closing, pursuant and subject to the terms of the ~~_____~~ Tecolote Agreement and this Order, the transfer of the Assets ~~and of the Assumed Liabilities~~ and the Sale will effect a legal, valid, enforceable, and effective transfer of the Assets and will vest the Buyer with all of the Debtors’ rights, title, and interests in the Assets free and clear of all Liens, Claims,

and Interests of any kind or nature whatsoever (with the sole exception of the Permitted Encumbrances and the Assumed Liabilities), including, without limitation, (i) mortgages, deeds of trust, pledges, charges, security interests, rights of first refusal, hypothecations, encumbrances, easements, servitudes, leases or subleases, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of offset or recoupment, rights under any operating agreement not assumed by or assigned to the Buyer, right of use or possession, subleases, leases, conditional sale arrangements, any dedication under any gathering, transportation, treating, purchasing or similar agreement that is not assumed by or assigned to the Buyer, or any rights that purport to give any party a right of first refusal or consent with respect to the Debtor^s' interest in the Assets or any similar rights; (ii) all claims as defined in Bankruptcy Code section 101(5), including, without limitation, all rights or causes of action (whether in law or in equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff, recoupment, indemnity or contribution, obligations, demands, restrictions, indemnification claims, or liabilities relating to any act or omission of the Debtors or any other person, consent rights, options, contract rights, covenants, and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued, or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of the above-captioned cases, and whether imposed by agreement, understanding, law, equity or otherwise; (iii) all debts, liabilities, obligations, contractual rights and claims and labor, employment and pension claims, in each case, whether 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 un-matured, material or non-material, disputed or undisputed, whether

arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity or otherwise; (iv) any rights based on any successor or transferee liability; (v) any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtors' or the Buyer's interest in the Assets, or any similar rights; (vi) any rights under labor or employment agreements; (vii) any rights under mortgages, deeds of trust, and security interests; (viii) any rights related to intercompany loans and receivables between the Debtors and any non-Debtor subsidiary or affiliate; (ix) any rights under pension, multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of the Employee Retirement Income Security Act of 1974 (as amended, "ERISA"), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (x) any other employee claims related to worker's compensation, occupational disease, or unemployment or temporary disability, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code and of any similar state law (collectively, "COBRA"), (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k) any other state or federal benefits or claims relating to

any employment with the Debtors or any of their predecessors, or (l) the WARN Act (29 U.S.C. §§2101 *et seq.*); (xi) any bulk sales or similar law; (xii) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the Assets prior to the Closing, including, without limitation, any *ad valorem* taxes assessed by any applicable taxing authority; and (xiii) any unexpired and executory contract or unexpired lease to which a Debtor is a party that is not an Assigned Contract or an Assigned Lease that will be assumed and assigned pursuant to this Order and the ~~_____~~ [Tecolote](#) Agreement; and (xiv) any other Excluded Liabilities as provided in the ~~_____~~ [Tecolote](#) Agreement.

Satisfaction of Section 363(f)

S. The Debtors may sell the Assets free and clear of any and all Liens, Claims, and Interests (each as defined herein) of any kind or nature whatsoever, including any rights or claims based on any putative successor or transferee liability, as set forth herein, because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. All parties in interest, including, without limitation, any holders of Liens, Claims, and/or Interests, [and holders of any consent and preferential purchase rights related to oil and gas interests or Surface Rights](#), and any non-Debtor counterparties to the Assigned Contracts and Assigned Leases, who did not object, or who withdrew their objection, to the Sale, the Motion, ~~consent and preferential purchase rights related to oil and gas interests or Surface Rights~~, the assumption and assignment of the applicable Assigned Contract or Assigned Lease or the associated Cure Cost are deemed to have consented to the relief granted herein pursuant to section ~~363(f)(2)~~ of the Bankruptcy Code. Those (i) holders of Liens, Claims, or Interests and (ii) non-Debtor parties to Assigned Contracts and Assigned Leases that did ~~not object~~ [object fall](#)

within one or more of the other subsections of section 363(f) of the Bankruptcy Code or are adequately protected by having their Liens, Claims, or Interests, if any, attach to the portion of the ~~purchase price~~proceeds of the Sale ultimately attributable to the Assets against or in which they claim an interest, in the order of their priority, with the same validity, force and effect, if any, which they now have against such Assets, subject to any claims and defenses the Debtors or their estates may possess with respect thereto.

No Successorship

T. Neither the Buyer nor any of its affiliates are successors to the Debtors or their estates by reason of any theory of law or equity, and neither the Buyer nor any of its affiliates shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates, except as otherwise expressly provided in the ~~Teacolote~~Tecolote Agreement or this Order.

Assigned Contracts and Assigned Leases

U. The Debtors have demonstrated (i) that it is an exercise of their sound business judgment to assume and assign the Assigned Contracts and the Assigned Leases to the Buyer in each case in connection with the consummation of the Sale and (ii) that the assumption and assignment of the Assigned Contracts and the Assigned Leases to the Buyer is in the best interests of the Debtors, their estates and creditors, and other parties in interest. The Assigned Contracts and the Assigned Leases being assigned to the Buyer are an integral part of the Assets being purchased by the Buyer and, accordingly, such assumption, assignment and cure of any defaults under the Assigned Contracts and the Assigned Leases are reasonable and enhance the value of the Debtors' estates. Any non-Debtor counterparty to an Assigned Contract or Assigned Lease that has not actually filed with the Court an objection to such assumption and assignment

in accordance with the terms of the Motion is deemed to have consented to such assumption and assignment.

Cure Costs and Adequate Assurance

V. The Debtors and the Buyer, as applicable, have, including by way of entering into the ~~_____~~ [Tecolote](#) Agreement, and agreeing to the provisions relating to the Assigned Contracts and Assigned Leases therein, (i) cured, or provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Assigned Contracts and Assigned Leases within the meaning of section 365(b)(1)(A) of the Bankruptcy Code and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assigned Contracts and the Assigned Leases within the meaning of section 365(b)(1)(B) of the Bankruptcy Code and the Buyer has, based upon the record of these proceedings, including the evidence proffered by the Debtors at the Sale Hearing, provided adequate assurance of its future performance of and under the Assigned Contracts and the Assigned Leases pursuant to sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. The Buyer's promise under the ~~_____~~ [Tecolote](#) Agreement to perform the obligations under the Assigned Contracts and the Assigned Leases after the Closing shall constitute adequate assurance of future performance under the Assigned Contracts and the Assigned Leases being assigned to the Buyer within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. The Cure Costs are hereby deemed to be the sole amounts necessary to cure any and all defaults under the Assigned Contracts and the Assigned Leases under section 365(b) of the Bankruptcy Code.

Time Is of the Essence; Waiver of Stay

W. Time is of the essence in consummating the Sale. In order to maximize the value of the Assets, it is essential that the sale and assignment of the Assets occur within the time constraints set forth in the [Tecolote](#) Agreement. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 6004 and 6006.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

Motion is Granted

1. The relief requested by the Motion is granted as set forth herein.

Objections Overruled

2. All objections to the entry of this Order or to the relief granted herein, whether filed, stated on the record before this Court or otherwise, which have not been withdrawn, waived, or settled, and all reservations of rights included therein, are denied and overruled on the merits. All objections to the entry of this Order or to the relief granted herein that were not timely filed are hereby forever barred.

3. Notice of the Motion, the Bidding Procedures, the Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases, the Cure Costs, the Sale Hearing, consent and preferential purchase rights related to oil and gas interests and Surface Rights, and all deadlines related thereto was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006.

Approval of the [Tecolote](#) Agreement

4. The [Tecolote](#) Agreement, including all of the terms and conditions thereof, is hereby approved. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors are authorized and directed to take any and all actions necessary to fulfill their

obligations under, and comply with the terms of, the [REDACTED] [Tecolote](#) Agreement and to consummate the Sale pursuant to and in accordance with the terms and conditions of the [REDACTED] [Tecolote](#) Agreement and this Order, without further leave of the Court. The Debtors are further authorized to pay, without further order of this Court, whether before, at, or after the Closing, any expenses or costs that are required to be paid in order to consummate the transactions contemplated by the [REDACTED] [Tecolote](#) Agreement or perform their obligations under the [REDACTED] [Tecolote](#) Agreement.

5. The Debtors are authorized, in accordance with the [REDACTED] [Tecolote](#) Agreement, to execute and deliver, and empowered to perform under, consummate, and implement, the [REDACTED] [Tecolote](#) Agreement, together with all additional instruments, documents, and other agreements that may be reasonably necessary or desirable to implement the [REDACTED] [Tecolote](#) Agreement, and to take all further actions as may be reasonably requested by the Buyer for the purpose of assigning, transferring, granting, conveying and conferring to the Buyer or reducing to possession, the Assets, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the [REDACTED] [Tecolote](#) Agreement.

Binding Effect of Order

6. This Order and the [REDACTED] [Tecolote](#) Agreement shall be binding upon all creditors of, and equity holders in, the Debtors and any and all other parties in interest, including, without limitation, any and all holders of Liens, Claims, and Interests (including holders of any rights or claims based on any putative successor or transferee liability) of any kind or nature whatsoever, all non-Debtor parties to the Assigned Contracts and the Assigned Leases, the Buyer, all successors and assigns of the Buyer, the Debtors and their affiliates and subsidiaries, and any trustee or successor trustee appointed in the Debtors' chapter 11 cases or upon a

conversion to chapter 7 under the Bankruptcy Code. Nothing contained in any chapter 11 (or other) plan confirmed in these bankruptcy cases or the confirmation order confirming any such plan shall conflict with or derogate from the provisions of the [] [Tecolote](#) Agreement or this Order. To the extent of any such conflict or derogation, the terms of this Order shall govern.

Amendments to the [] [Tecolote](#) Agreement

7. The [] [Tecolote](#) Agreement and any related agreements, documents, or other instruments may be modified, amended, supplemented or restated by the parties thereto in a writing signed by both parties and in accordance with the terms thereof, without further order of this Court, but upon prior reasonable notice and consultation with the Committee, provided that any such modification, amendment, supplement or restatement does not have a material adverse effect on the Debtors' estates. The [] [Tecolote](#) Agreement shall not be altered, amended, rejected, discharged or otherwise affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases without the prior written consent of the Buyer.

Transfer of the Assets Free and Clear

8. The Buyer shall assume and be liable for only those liabilities expressly assumed pursuant to the [] Agreement. ~~Except as expressly permitted or otherwise specifically provided for in the [] Agreement or this Order, pursuant~~ [Tecolote Agreement](#). Pursuant to sections 105(a), 363(b), 363(f), and 365(b) of the Bankruptcy Code, upon the Closing, the Assets shall be transferred to the Buyer free and clear of any and all Liens, Claims, and Interests of any kind or nature whatsoever, with the sole exception of the Permitted Encumbrances and the Assumed Liabilities. For purposes of this Order, "Liens"²²₂, "Claims," and "Interests" shall mean:

- a. any and all charges, liens (statutory or otherwise), claims, mortgages, leases, subleases, hypothecations, deeds of trust, pledge, 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 Assets including all the encumbrances or other restrictions or limitations on use set forth in Paragraph R above (collectively, "Liens");

- 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 any labor, employment or pension laws, (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, agents, 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 Assets, the Assigned Contracts, or the transactions contemplated by the ~~_____~~ Tecolote Agreement including all the claims set forth in Paragraph R above (collectively, "Claims"); and
- c. any and all equity or other interests of any kind or nature whatsoever in or with respect to (x) any of the Debtors or their respective affiliates, subsidiaries, successors or assigns, (y) the Assets, or (z) the Assigned Contracts, including all the interests set forth in Paragraph R above (collectively, "Interests"),

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 Closing. Any and all such Liens, Claims, and Interests shall attach to the portion of the ~~purchase price~~ proceeds of the Sale

ultimately attributable to the Assets against or in which they claim an interest, in the order of their priority, with the same validity, force, and effect, if any, which they now have against such Assets, subject to any claims, defenses and objections, if any, that the Debtors or their estates may possess with respect thereto. On the Closing, the Buyer shall take title to and possession of the Assets subject only to the Permitted Encumbrances and the Assumed Liabilities.

Vesting of Assets in the Buyer

9. The transfer of the Assets to the Buyer pursuant to the ~~_____~~ Tecolote Agreement shall constitute a legal, valid, and effective transfer of the Assets on the Closing, and shall vest the Buyer with all of the Debtors' rights, title and interests in the Assets free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the Permitted Encumbrances and the Assumed Liabilities).

10. The Buyer is hereby authorized in connection with the consummation of the Sale to allocate the Assets, including the Assigned Contracts and Assigned Leases, among its affiliates, agents, designees, assigns, and/or successors, in a manner as it in its sole discretion deems appropriate, and to assign, lease, sublease, license, sublicense, transfer, or otherwise dispose of any of the Assets, including the Assigned Contracts and Assigned Leases, to its affiliates, designees, assignees and/or successors with all of the rights and protections accorded to the Buyer under this Order and the Tecolote Agreement with respect thereto, and the Debtors shall cooperate with and take all actions reasonably requested by the Buyer to effectuate any of the foregoing.

Release of Liens

~~10.~~ 11. If any person or entity that has filed any financing statements, mortgages, mechanic's liens, *lis pendens*, or any other documents or agreements evidencing a Lien on the

Debtors or any of the Assets conveyed pursuant to the ~~_____~~ [Tecolote](#) Agreement and this Order shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all Liens which the person or entity has with respect to the Debtors or the Assets or otherwise, then (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Assets, and (b) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens in the Assets of any kind or nature whatsoever. Upon releasing of any Liens, the Liens will attach to the proceeds of the Sale in the order and priority that existed prior to such releases.

Deemed Consent and Waiver of Preferential Purchase Rights

~~11.12.~~ 12. Parties with an oil and gas interest or an interest in a Surface Right, including ~~but not limited to,~~ without limitation, a royalty interest or working interest providing for consent rights or preferential purchase rights with respect to certain of the Assets and who received notice in accordance with the applicable provisions of the ~~_____~~ [Tecolote](#) Agreement and the Bidding Procedures Order and failed to timely object are hereby deemed to consent to the Sale and/or waive their ability (if any) to exercise any preferential purchase right or consent right with respect to the Sale.

Police and Regulatory Power of Governmental Units

~~12.13.~~ 13. Nothing in this Order or the ~~_____~~ [Tecolote](#) Agreement releases, nullifies, precludes, or enjoins the enforcement of any police power by, or any regulatory liability to, any

governmental unit under any applicable Environmental Law⁴ on the part of any entity as the owner or operator of property after the Closing. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Assets on account of the filing or pendency of these chapter 11 cases or, [to the extent provided by section 525 of the Bankruptcy Code](#), the consummation of the transactions contemplated by the ~~_____~~ [Tecolote](#) Agreement, including, without limitation, the Sale and the Debtors' assumption and assignment of the Assigned Contracts and Assigned Leases to the Buyer. Nothing in this Order authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements under Environmental Law.

Assumption and Assignment of Assigned Contracts and Assigned Leases

~~13.~~[14.](#) Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing, the Debtors' assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases is hereby approved, and the requirements of section 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

~~14.~~[15.](#) The Debtors are hereby authorized, in accordance with the ~~_____~~ [Tecolote](#) Agreement, and in accordance with sections 105(a) and 365 of the Bankruptcy Code, to (i) assume and assign to the Buyer the Assigned Contracts and the Assigned Leases, effective upon

⁴ As used in this Order, "Environmental Law" means all federal, state and local statutes, regulations, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders, agreements and determinations and all common law concerning pollution or protection of the environment or environmental impacts on human health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act; the Clean Water Act; the Clean Air Act; the Emergency Planning and Community Right to Know Act; the Federal Insecticide, Fungicide, and Rodenticide Act; the Resource Conservation and Recovery Act; the Safe Drinking Water Act; the Surface Mining Control and Reclamation Act; the Toxic Substances Control Act; and any state or local equivalents.

and subject to the occurrence of the Closing, free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the Permitted Encumbrances and the Assumed Liabilities), which Assigned Contracts and Assigned Leases, by operation of this Order, shall be deemed assumed and assigned to the Buyer effective as of the Closing, and (ii) execute and deliver to the Buyer such documents or other instruments as the Buyer may deem necessary to assign and transfer the Assigned Contracts and the Assigned Leases to the Buyer.

~~15.16.~~ 16. Subject to Paragraph ~~16~~17 hereof:

- a. The Debtors are authorized to and may assume all of the Assigned Contracts and the Assigned Leases in accordance with section 365 of the Bankruptcy Code.
- b. The Debtors are authorized to and may assign each Assigned Contract and Assigned Lease to the Buyer in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assigned Contract or Assigned Lease that prohibit or condition the assignment of such Assigned Contract or Assigned Lease on the consent of the counterparty thereto or allow the non-Debtor party to such Assigned Contract or Assigned Lease to terminate, recapture, impose any penalty, condition, renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract or Assigned Lease, shall constitute unenforceable anti-assignment provisions which are expressly preempted under section 365 of the Bankruptcy Code and void and of no force and effect.
- c. All requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption and assignment of the Assigned Contracts and Assigned Leases by the Debtors to the Buyer have been satisfied.
- d. Upon the Closing, the Assigned Contracts and Assigned Leases shall be transferred and assigned to, and remain in full force and effect for the benefit of, the Buyer in accordance with their respective terms, notwithstanding any provision in any such Assigned Contract or Assigned Lease (including those of the type described in sections 365(b)(2), 365(e)(1) and 365(f) of the Bankruptcy Code) that prohibits, restricts, limits, or conditions such assignment or transfer pursuant to section 365(k) of the Bankruptcy Code.
- e. After the Debtors' transfer and assignment of the Assigned Contracts and the Assigned Leases to the Buyer, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably

vested in all right, title, and interest of each Assigned Contract and Assigned Lease.

- f. Any portion of any Assigned Lease which purports to permit a landlord thereunder to cancel the remaining term of such Assigned Lease if the Debtors discontinue their use or operation of the leased premises is void and of no force and effect, and shall not be enforceable against the Buyer, or its assignees and sublessees; and the landlords under any such Assigned Lease shall not have the right to cancel or otherwise modify the Assigned Lease or increase the rent, assert any claim or impose any penalty by reason of such discontinuation, the Debtors' cessation of operations, the assignment of such Assigned Lease to the Buyer, or the interruption of business activities at any of the leased premises.

~~16.17.~~ All defaults and all other obligations of the Debtors under the Assigned Contracts and the Assigned Leases occurring, arising or accruing prior to the assignment thereof to the Buyer at Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) are deemed to have been cured or satisfied by the payment of the proposed amount necessary, if any, to cure all monetary defaults, if any, under each Assigned Contract and Assigned Lease in the amounts set forth in the Notice of Assumption and Assignment or any Supplemental Notice of Assumption and Assignment (or any other cure cost reached by agreement after an objection to the proposed cure cost by a counterparty to an Assigned Contract or Assigned Lease), which was served in compliance with the Bidding Procedures Order, and as set forth on the schedule attached hereto as **Exhibit 2** (the "Cure Costs"), and which Cure Costs were satisfied, or shall be satisfied as soon as practicable, by the Debtors or by the Buyer, as the case may be, as provided in the

~~Agreement.~~ Tecolote Agreement. For the avoidance of doubt, Cure Costs, as defined herein, shall not include any obligations owed under Federal Leases prior to the assumption and assignment of such Federal Leases; except however, solely as between Tecolote and the Debtors (including for purposes of the Tecolote Agreement), the definition of Cure Costs shall include any obligations that are due and owing under the Federal Leases prior to the assumption and

assignment of such Federal Leases. For all Assigned Contracts and Assigned Leases for which a Notice of Assumption and Assignment was served, the Debtors and the Buyer, as applicable, are each authorized and directed to pay their respective portion of all Cure Costs required to be paid by such parties in accordance with the ~~_____~~ Tecolote Agreement upon the later of (a) the Closing and (b) for any Assigned Contracts or Assigned Leases for which an objection has been filed to the assumption and assignment of such agreement or the Cure Costs relating thereto and such objection remains pending as of the date of this Order, the resolution of such objection by settlement or order of this Court. For all Assigned Contracts and Assigned Leases for which a Supplemental Notice of Assumption and Assignment was served, the Debtors and the Buyer, as applicable, are each authorized and directed to pay their respective portion of all Cure Costs required to be paid by such parties in accordance with the ~~_____~~ Tecolote Agreement upon the later of (x) 14 days following service of the Supplemental Notice of Assumption and Assignment and (y) if an objection to the Supplemental Notice of Assumption and Assignment is timely filed in accordance with the Bidding Procedures Order, the resolution of such objection by settlement or order of this Court.

~~17.~~18. Pursuant to section 365(k) of the Bankruptcy Code, the Debtors and their estates shall be relieved from any liability for any breach for any Assigned Contract or Assigned Lease ~~following~~that occurs after the ~~effective date~~effectiveness of such assumption and assignment to the Buyer.

~~18. — To the extent provided by Bankruptcy Code section 525, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Assets sold, transferred, or conveyed to the Buyer on account of the filing or~~

~~pendency of these chapter 11 cases or the consummation of the transactions contemplated by the [] Agreement and this Order.~~

Modification of the Automatic Stay

19. The automatic stay provisions of section 362 of the Bankruptcy Code are lifted and modified to the extent necessary to implement the terms and conditions of the [] Tecolote Agreement and the provisions of this Order.

Release of Liens by Creditors; Collection of Assets

20. Except as expressly provided to the contrary in this Order or in the [] Tecolote Agreement, the holder of any valid Lien, Claim or Interest in the Debtors or the Assets shall, as of the Closing, be deemed to have waived and released such Lien, Claim or Interest, without regard to whether such holder has executed or filed any applicable release, and such Lien, Claim or Interest shall automatically, and with no further action by any party, attach to the portion of the ~~purchase price~~ proceeds of the Sale ultimately attributable to the Assets against or in which they claim an interest, in the order of their priority, with the same validity, force, and effect, if any, which they now have against such Assets, subject to any claims, defenses and objections, if any, that the Debtors or their estates may possess with respect thereto. Notwithstanding the foregoing, any such holder of such a Lien, Claim, or Interest is authorized and directed to execute and deliver any waivers, releases, or other related documentation, as reasonably requested by the Debtors; *provided* that, this Paragraph 20 shall not apply to or affect (a) any third party working interests, third party royalty interests, third party production payments, or ~~similar recorded~~ third party net profits interests ~~in that are not owned by the Debtors~~ (or any Assets (or, if unrecorded, interests) interest subject to section 541(b)(4) of the Bankruptcy Code) or (b) any obligations of the Debtors that are assumed by the Buyer under any applicable

~~oil and gas lease, joint operating agreement, or similar conveyance or agreement~~ agreements that ~~relates~~ are assumed by the Buyer and relate to operations of the Assets ~~or otherwise touches,~~ except to the extent that such obligations have given rise to liabilities that are matured and ~~concerns the Assets~~ presently due and owing by the Debtors as of the Closing.

21. As of the Closing, the Buyer and its successors and assigns shall be, without any underlying obligation, designated and appointed as the Debtors' true and lawful attorney with full power of substitution in the Debtors' name and stead on behalf of and for the benefit of the Buyer, and its successors and assigns, for the following sole and limited purposes: to have the power to demand and receive any and all of the Assets and to give receipts and releases for and in respect of the Assets, or any part thereof, and from time to time to institute and prosecute against third parties for the benefit of the Buyer, its successors and assigns, proceedings at law, in equity or otherwise, which the Buyer, and its successors and assigns, may deem proper for the collection or reduction to possession of any of the Assets.

Effect of Recordation of Order

22. This Order, once filed, registered, or otherwise recorded, (a) shall be effective as a conclusive determination that, upon the Closing, all Liens, Claims and Interests of any kind or nature whatsoever (with the sole exception of the Permitted Encumbrances and the Assumed Liabilities) existing as to the Assets prior to the Closing have been unconditionally released, discharged, and terminated and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all persons and entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, local officials, notaries, protonotaries, 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 Assets. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the [redacted] [Tecolote](#) Agreement, including, without limitation, recordation of this Order. Notwithstanding the prior two sentences and for the avoidance of doubt, section 1146(a) of the Bankruptcy Code shall not apply to the Sale.

Administrative Priority Status

23. Any amounts that become payable by the Debtors to the Buyer pursuant to the [redacted] [Tecolote](#) Agreement and any related agreements executed in connection therewith shall (a) be entitled to administrative expense claim status under sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code; (b) not be subordinate to any other administrative expense claim against the Debtors other than allowed claims entitled to priority under section 507(b) of the Bankruptcy Code, (c) not be altered, amended, discharged or affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases without the prior written [redacted] [consent](#) of the Buyer, and (d) be paid by the Debtors in the time and manner provided for in the [redacted] [Tecolote](#) Agreement without further order of this Court.

Prohibition of Actions Against the Buyer

24. Except for the Permitted Encumbrances and the Assumed Liabilities or as expressly permitted or otherwise specifically provided for in the [redacted] [Tecolote](#) Agreement or this Order, the Buyer and its affiliates shall have no liability or responsibility for any liability or other obligation of the Debtors' arising under or related to the Assets or otherwise. Without

limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the ~~_____~~ Tecolote Agreement, the Buyer and its affiliates shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and the Buyer and its affiliates shall have no successor or vicarious liabilities of any kind or character including ~~but not limited, without limitation,~~ to any theory of antitrust, warranty, product liability, environmental, successor or transferee liability, labor law, ERISA, *de facto* merger, mere continuation, or substantial continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors, including, ~~but not limited to~~ without limitation, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing or any claims under the WARN Act or any claims related to wages, benefits, severance or vacation pay owed to employees or former employees of the Debtors.

25. Effective upon the Closing, with the sole exception of any enforcement of rights related to the Permitted Encumbrances and the Assumed Liabilities, all persons and entities shall be, and hereby are, forever barred and estopped from (a) taking any action that would adversely affect or interfere with the ability of the Debtors to transfer the Assets to the Buyer in accordance with the terms of this Order and the Tecolote Agreement and (b) asserting, prosecuting, or otherwise pursuing, whether in law or in equity, in any judicial, administrative, arbitral or other proceeding, any Liens, Claims or Interests of any kind or nature whatsoever against the Buyer and its successors, designees, assigns, or property, or the Assets conveyed under this Order in accordance with the Tecolote Agreement.

No Interference

~~25.26.~~ Following the Closing, no holder of a Lien, Claim and/or Interest in or against the Debtors or the Assets shall interfere with the Buyer's title to or use and enjoyment of the Assets based on or related to such Lien, Claim, and/or Interest or any actions that the Debtors may take in their bankruptcy cases or any successor cases.

Retention of Jurisdiction

~~26.27.~~ This Court retains jurisdiction to, among other things, interpret, enforce and implement the terms and provisions of the this Order and the ~~[redacted]~~ Tecolote Agreement, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, including, ~~but not limited to~~ without limitation, retaining jurisdiction to: (a) compel delivery of the Assets or performance of other obligations owed to the Buyer; (b) compel delivery of the ~~purchase price~~ proceeds of the Sale or performance of other obligations owed to the Debtors; (c) resolve any disputes arising under or related to the ~~[redacted]~~ Tecolote Agreement, except as otherwise provided therein; (d) interpret, implement, and enforce the provisions of this Order; and (e) protect the Buyer and its affiliates against (i) any Liens, Claims and Interests in or against the Debtors or the Assets of any kind or nature whatsoever and (ii) any creditors or other parties in interest regarding the turnover of the Assets that may be in their possession; provided that, for the avoidance of doubt, the Court's jurisdiction shall not continue with respect to any regulatory actions or administrative proceedings related to any Federal Leases (defined below) between the Debtors or the Buyer and its assigns, on one hand, and the United States Department of Interior ("DOJ") on the other.

No Stay of Order

~~27.28.~~ Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In

the absence of any person or entity obtaining a stay pending appeal, the Debtors and the Buyer are free to close the Sale under the ~~_____~~ [Tecolote](#) Agreement at any time pursuant to the terms thereof.

Good Faith Purchaser

~~28.~~29. The Sale contemplated by the ~~_____~~ [Tecolote](#) Agreement is undertaken by the Buyer in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to the Buyer (including the assumption and assignment by the Debtors of any of the Assigned Contracts and the Assigned Leases), unless such authorization is duly stayed pending such appeal. The Buyer is a buyer in good faith of the Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

Preservations of Rights

~~29.~~30. Nothing contained in the Motion, this Order, the ~~_____~~ [Tecolote](#) Agreement, or any allocation schedule attached or related thereto shall constitute a waiver of or prejudice any argument of a party in interest regarding, or the right of any party in interest to contest, the Debtors' allocation of the proceeds of the Sale; and all such rights shall be preserved. [Notwithstanding the foregoing, the allocation of the proceeds of the Sale contained in the Tecolote Agreement shall be binding between the Debtors and the Buyer for the purposes set forth in the Tecolote Agreement.](#)

~~30.~~31. Notwithstanding any provision in the Motion, this Order or any implementing use, sale, or transfer documents (collectively, [including the Tecolote Agreement,](#) the "[Sale Documents](#)"), any sale, assignment and/or transfer of any interests in contracts, leases, covenants, operating rights agreements, rights-of-use and easements, and rights-of-way or other

interests or agreements (a) with the federal government; (b) involving (i) federal land or minerals or (ii) lands or minerals held in trust for federally-recognized Indian tribes or Indian individuals (collectively, “Indian Landowners”); or (c) held by such Indian Landowners in fee with federal restriction on alienation (collectively, the “Federal Leases”), will be ineffective with respect thereto absent the consent of the United States and any applicable Indian Landowner. The Debtors and the Buyer agree to comply with all applicable bankruptcy and non-bankruptcy law with respect to the Federal Leases, and nothing in the Sale Documents shall otherwise affect any decommissioning obligations and financial assurance requirements under the Federal Leases as determined by the United States and any applicable Indian Landowner (as provided for under applicable law and the Federal Leases) that must be met by the Debtors and/or the Buyer, ~~as~~ applicable. Moreover, nothing in this Order or the Sale Documents shall be interpreted to require the United States and any applicable Indian Landowner to novate, approve or otherwise consent to the assumption, sale, assignment and/or transfer of any interests in the Federal Leases. For the avoidance of doubt, in order to obtain the consent of the United States and/or any applicable Indian Landowner to the assumption, sale, assignment and/or transfer of any interests in a Federal Lease, all existing defaults under ~~the~~such Federal Leases, including, without limitation, any outstanding rents or royalties known to date plus interest, must be assumed and/or cured. ~~The United States Department of Interior (“~~as appropriate, and nothing in this Order, or the Tecolote Agreement, shall be interpreted to set Cure Costs for the Federal Leases. DOI²³~~)~~ will retain and have the right to audit and/or perform any compliance review related to the Federal Leases, and if appropriate, to collect from the Debtors and/or the Buyer, under applicable federal regulations, any additional monies owed by the Debtors prior to the transfer or assignment of the Federal Leases without those rights being adversely affected by these bankruptcy proceedings.

32. For the avoidance of doubt, the respective obligations of the Debtors and the Buyer to the United States and/or Indian Landowners under the preceding paragraph shall be governed, as between the Debtors and the Buyer, by the Tecolote Agreement and this Order.

~~31.~~33. The Debtors and Buyer, if able to obtain consent in an interest in the Federal Leases, will retain all defenses and/or rights, other than defenses and/or rights arising from the filing of these chapter 11 cases, to challenge any determinations relating to the Federal Leases; *provided, however,* that any such challenge, including any challenge associated with this bankruptcy proceeding, must be raised in the United States' administrative review process leading to a final agency determination by the DOI. The audit and/or compliance review period shall remain open for the full statute of limitations period established by the Federal Oil and Gas Royalty Simplification and Fairness Act of 1996 (30 U.S.C. Section 1701, et seq.) to the extent applicable to the Federal Lease(s) under non-bankruptcy law. Further, nothing in the Sale Documents or this Order shall affect the United States' police and regulatory powers, and the United States' rights to offset or recoup any amounts due under, or relating to, any Federal Leases (if any) are expressly preserved.

34. Any liability for post-Closing plugging and abandonment or other decommissioning obligations related to the Assets shall be an Assumed Liability, and the Buyer (or its successors or assigns) shall be solely liable for such obligations, in each case with respect to the Federal Leases or otherwise.

35. Nothing in this Order shall be construed to authorize or permit: (a) the sale of any compressors owned by J-W Power Company ("J-W") or (b) the assumption and/or assignment of any executory contracts between J-W and any Debtor, unless such assumption and/or assignment

is subject to a subsequent Court order after notice to J-W and an opportunity to respond or otherwise consented to by J-W.

36. Nothing in this Order shall be construed to authorize or permit: (a) the transfer of any seismic, geological or geophysical data or intellectual property owned by Seitel Data, Ltd., Seitel Data Corp., Seitel Offshore Corp., Seitel Canada, Ltd. f/k/a Olympic Seismic, Ltd. (collectively, "Seitel"); or (b) unless otherwise consented to by Seitel, the assumption and/or assignment of any master license agreement and/or supplemental agreements between Seitel and any Debtor, which assumption and/or assignment, if any, is subject to subsequent Court order after notice to Seitel and an opportunity to respond.

37. Nothing in this Order shall be construed to authorize or permit: (a) the transfer of any seismic, geological or geophysical data or intellectual property owned by TGS-NOPEC Geophysical Company, A2D Technologies, Inc. d/b/a TGS Geological Products and Services, or an affiliate thereof (collectively, "TGS"); or (b) unless otherwise consented to by TGS, the assumption and/or assignment of any license agreement between TGS and any Debtor, which assumption and/or assignment, if any, is subject to subsequent Court order after notice to TGS and an opportunity to respond.

38. Nothing in this Order shall be construed to authorize or permit: (a) the transfer of any seismic, geological or geophysical data, or any software or other intellectual property owned or licensed by SAP America, Inc. ("SAP"); (b) the assumption and/or assignment of the Software License Agreement between SAP and any Samson Resources Corporation (the "License Agreement"), which such assumption and/or assignment, if any, is subject to subsequent Court order after notice to SAP and an opportunity to respond; or (c) the Debtors' use of any software or other intellectual property owned or licensed by SAP pursuant to the License Agreement for

the benefit of any Buyer or other third party, absent SAP's prior written consent. Notwithstanding the foregoing, and subject to (i) SAP and the Debtors entering into an amendment to the License Agreement, and (ii) SAP's review and approval of the terms of any proposed Transition Services Agreement between the Debtors and Buyers, SAP will consent to the Debtors' provision of transition services to the Buyers using SAP's software for up to ninety (90) days from the Closing, which services shall be limited to the Debtors' use of the software to process data for the Buyers and the Buyers receiving only screen access to such data.

39. The Debtors and Buyer acknowledge that EnerVest Operating and/or certain of its affiliated entities (collectively, "EnerVest") hold and/or possess certain interests, liens, encumbrances, rights and/or claims against certain of the Assets (collectively, the "EnerVest Interests"). Notwithstanding any contrary provisions in this Order or in the Tecolote Agreement, (a) the Debtors shall pay in full all pre-closing obligations and other disbursements due and owing to EnerVest related to the Assets and/or on account of the EnerVest Interests within five (5) Business Days following the Closing or, in EnerVest's discretion, in the ordinary course of business, (b) to the extent that the Debtors do not comply with their obligations under clause (a), EnerVest shall retain any and all rights, and is authorized, pursuant to any such rights, to recoup/net/apply on an aggregate "all well" basis with respect to Wells operated by EnerVest included among the Assets, all proceeds and revenue received up to the Closing Date and otherwise payable to Debtors or Buyer for production sold up to the Closing Date, against all obligations and amounts incurred and/or owing to EnerVest up to the Closing Date on account of operating expenses and/or joint interest billings, it being understood that, as between the Debtors and the Buyer the proceeds and revenue so applied shall be deemed to have been received by the Debtors for purposes of the Tecolote Agreement, (c) EnerVest shall retain any existing rights of

recoupment related to any EnerVest Interests and/or obligations due and owing to EnerVest, and the Assets shall remain subject thereto, and (d) the EnerVest Interests as related to any proceeds or revenue associated with the Assets shall not be altered, amended or otherwise affected by this Order or the APA. To the extent obligations and amounts incurred and/or owing to EnerVest are timely paid in the ordinary course of business, EnerVest agrees not to exercise any existing rights of recoupment as set forth herein. All imbalance obligations owing to EnerVest relating to the Assets are assumed by Buyer effective upon Closing.

40. Notwithstanding anything to the contrary contained in this Order or the Tecolote Agreement, (A) the free and clear provisions of this Order shall not apply to (i) any and all plugging and abandonment and other decommissioning obligations of the Debtors to Chesapeake Operating, LLC (“Chesapeake”) in respect of any Assets that are assumed by the Buyer pursuant to the Tecolote Agreement; except however, to the extent such obligations have given rise to liabilities that are matured and presently due and owing by the Debtors as of the Closing, such liabilities shall be the sole responsibility of the Debtors as a Cure Cost (ii) any third party working interests, royalty interests, production payments, or similar interests of Chesapeake in any applicable Assets acquired or assumed by Buyer, or (iii) any obligations of the Debtors to Chesapeake under any applicable joint operating agreement, balancing agreement or similar agreement with Chesapeake that relate to operations of the Assets that is assumed by the Buyer pursuant to the Tecolote Agreement; except however, to the extent such obligations have given rise to liabilities that are matured and presently due and owing, such liabilities shall be the sole responsibility of the Debtors as a Cure Cost if they are due and owing as of the Closing, unless they qualify as Operating Expenses (as defined in the Tecolote Agreement), in which case, they will only be the responsibility of the Debtor as a Cure Cost if they arose prior to the Effective

Date (as defined in the Tecolote Agreement); and (B) subject to any applicable contractual rights for adjustment or sett-off that the Debtors may possess, the Debtors shall pay in full all pre-closing revenue payments and other disbursements due and owing to Chesapeake related to the Assets on or prior to the consummation of the Sale; and (C) to the extent that the Debtors seek to assume any applicable joint operating agreement, gathering agreement or similar executory contract or unexpired lease with Chesapeake and assign such contract(s) or lease(s) to Buyer pursuant to the terms of the Tecolote Agreement, the Debtors or the Buyer (as applicable pursuant to the terms of the Tecolote Agreement) shall cure any defaults under any such agreements and/or leases and the Buyer shall provide adequate assurance of future performance thereunder (in each case to the extent required under the Bankruptcy Code). For the avoidance of doubt, nothing in this paragraph shall cause any Claim of Chesapeake against the Debtors to become an obligation of the Buyer, other than as may be provided in the Tecolote Agreement.

41. For the avoidance of doubt, nothing contained in paragraphs 35–40 shall (i) impact the Debtors’ obligation to (a) convey the Assets to the Buyer or (b) provide transition services, each as contemplated under the Tecolote Agreement or (ii) constitute a modification, waiver, or release of any right, agreement, covenant, or obligation of Buyer or Seller under the Tecolote Agreement.

42. Nothing in this Order or the Tecolote Agreement shall be construed to authorize or permit the transfer of (and the Assets shall not include) any right, title or interest of Debtors in or to: (a) the interests in the EEX McCoy #27-1 wellbore located 791’ FSL and 2,107’ FWL of Section 27 Camp School Lands, Wheeler County, Texas, retained by Cabot Oil & Gas Corporation (“Cabot”) pursuant to that certain Assignment of Oil, Gas and Mineral Leases dated February 8, 2001, from Cabot, as assignor, to Samson Lone Star LP (n/k/a Samson Lone Star

LLC (“Samson Lone Star”), as assignee, recorded at Volume 483, Page 112, in the Property Records of Wheeler County, Texas or (b) the interests in the Southwest Quarter of Section 27 Camp County School Lands, Wheeler County, Texas, which are subject to a dispute between Cabot, Samson Lone Star and Newfield Exploration Mid-Continent, Inc. (“Newfield”) concerning the interpretation of the Cabot Assignment and Cabot’s claim (if any) to an undivided 35% interest in the “Leases,” as that term is used in the Cabot Assignment, covering the Southwest Quarter of Section 27 Camp County School Lands, Wheeler County, Texas, from the surface down to 15,500’, which includes interests claimed by parties including, without limitation, Cabot and Samson Lone Star in the McCoy #7H and McCoy #8H wells, and which is subject to two related lawsuits pending in the district court of Wheeler County, Texas, Cause Nos. 12,769 and 12,769-A, and an appeal taken by Cabot of a judgment and order entered by the district court in favor of Newfield in Cause No. 12,769 to the Texas Seventh Court of Appeals, No. 07-16-00125-CV.

Inconsistencies with Prior Orders, Pleadings or Agreements

~~32.43.~~ To the extent of any conflict between the ~~[redacted]~~ Tecolote Agreement and this Order, the terms of this Order shall govern. To the extent this Order is inconsistent or conflicts with any prior order or pleading in these chapter 11 cases, the terms of this Order shall govern and any prior orders shall be deemed amended or otherwise modified to the extent required to permit consummation of the Sale.

Failure to Specify Provisions

~~33.44.~~ The failure to specifically reference any particular provisions of the ~~[redacted]~~ Tecolote Agreement or other related documents in this Order shall not diminish or

impair the effectiveness of such provisions, it being the intent of the Court that the

 [Tecolote](#) Agreement and other related documents be authorized and approved.

Wilmington, Delaware

Dated: _____, 2016

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

~~K&E Draft 10/16/2016; Attorney Work Product; Confidential~~

Exhibit 1

 **Tecolote Agreement**

Exhibit 2

Cure Costs

Exhibit F

Williston

~~K&E Draft 10/16/2016; Attorney Work Product; Confidential~~

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
	)	Chapter 11
SAMSON RESOURCES CORPORATION, <i>et al.</i> , ¹	)	Case No. 15-11934 (CSS)
)	
Debtors.	)	(Jointly Administered)
)	
	)	Re: Docket Nos. 1322, 1349, 1425

ORDER (I) AUTHORIZING (A) THE SALE OF THE [REDACTED] WILLISTON ASSET PACKAGE FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS, (B) THE DEBTORS’ ENTRY INTO AND PERFORMANCE OF THEIR OBLIGATIONS UNDER THE ASSET PURCHASE AGREEMENT AND ANCILLARY AGREEMENTS, AND (C) THE DEBTORS’ ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (II) GRANTING RELATED RELIEF

Upon the motion [Docket No. 1322] (the “Motion”)² and the supplement to the Motion [Docket No. 1349] of the above-captioned debtors and debtors in possession (collectively, the “Debtors”)³ for entry of an order (this “Order”), among other things, (a) authorizing the sale (the “Sale”) of the Assets (as defined in the [REDACTED] Resource Asset Purchase Agreement (as defined below)) contemplated by the [REDACTED] Williston Stalking Horse Agreement to [REDACTED] Resource Energy Can-Am LLC (or any Affiliate transferee or transferees pursuant to the terms of the [REDACTED] Resource Asset Purchase Agreement, the “Buyer”), pursuant to the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Geodyne Resources, Inc. (2703); Samson Contour Energy Co. (7267); Samson Contour Energy E&P, LLC (2502); Samson Holdings, Inc. (8587); Samson-International, Ltd. (4039); Samson Investment Company (1091); Samson Lone Star, LLC (9455); Samson Resources Company (8007); and Samson Resources Corporation (1227). The location of parent Debtor Samson Resources Corporation’s corporate headquarters and the Debtors’ service address is: Two West Second Street, Tulsa, Oklahoma 74103.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the [REDACTED] Resource Asset Purchase Agreement (as defined herein), as applicable; *provided* that in the event of any conflict with respect to the meaning of a capitalized term, the meaning ascribed to such term in the [REDACTED] Resource Asset Purchase Agreement shall control.

³ All references to the “Debtors” shall include the debtors and their estates.

Asset Purchase Agreement between Samson Resources Company and the Buyer, dated as of September ~~1~~2, 2016 (together with all other documents contemplated thereby, as such agreement may be amended, restated or supplemented, the ~~“Resource Asset Purchase Agreement”~~ “Resource Asset Purchase Agreement”), a copy of which is attached hereto as **Exhibit 1**, free and clear of all Liens, Claims, and Interests (each as defined herein); (b) authorizing the assumption and assignment of certain executory contracts and unexpired leases to the Buyer; and (c) granting related relief, all as more fully set forth in the Motion; and the Court having entered the *Order (I) Establishing Bidding Procedures and Granting Related Relief and (II) Approving the Sale of Certain Assets Free and Clear of Liens, Claims, Encumbrances, and Interests* [Docket No. 1425] (the “Bidding Procedures Order”); and the Debtors having filed the *Notice of Auction* [Docket No. 1454] (the “Notice of Auction”) stating that the Debtors did not receive any competing Bids for the Assets; and the Debtors having filed the *Notice of Successful Bidder and Backup Bidder* [Docket No. ~~1498~~1499] (the “Notice of Successful Bidders”) identifying the Buyer as the Successful Bidder for the Assets in accordance with the Bidding Procedures Order; and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); 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 found that the relief requested in the Motion is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest; and the Court having found that the Debtors provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances; and the Court having reviewed the Motion and having heard the statements and evidence in support of the relief requested therein at a hearing before the Court that commenced

on October 17, 2016 (the “Sale Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY FOUND AND DETERMINED THAT:**

Findings of Fact and Conclusions of Law

A. The findings of fact and conclusions of law herein constitute the Court’s findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

Jurisdiction and Venue

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. Without limiting the generality of the foregoing, this Court has exclusive *in rem* jurisdiction over the Assets pursuant to 28 U.S.C. § 1334(e), as such Assets are 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 matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

Statutory Predicates

C. The statutory and other legal bases for the relief requested in the Motion are sections 105(a), 363, and 365 of the Bankruptcy Code, as supplemented by Bankruptcy Rules

2002, 6004, 6006, 9007, 9008 and 9014 and Local Rule 6004-(1). The consummation of the transactions contemplated by the ~~_____~~ [Resource Asset Purchase](#) Agreement and this Order is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and the Debtors and the Buyer have complied with all of the applicable requirements of such sections and rules in respect of such transactions.

Notice

D. As evidenced by the affidavits and/or certificates of service and publication notice filed with the Court, proper, timely, adequate, and sufficient notice of the Motion, the Bidding Procedures, the ~~Auction, the~~ Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the executory contracts and unexpired leases specified as of the date hereof pursuant to the ~~_____~~ [Resource Asset Purchase](#) Agreement (the “Assigned Contracts” and the “Assigned Leases,” respectively), the Cure Costs (as defined below), the Sale Hearing, and all deadlines related thereto, has been provided, as relevant, in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014, Local Rule 6004-(1) and in compliance with the Bidding Procedures Order, to all interested persons and entities, including, without limitation, the Notice Parties (as defined below).

E. Notice of ~~the Auction and~~ the Sale Hearing was published in the *New York Times* and *Tulsa World* in accordance with the Bidding Procedures Order and was sufficient and proper notice to any other interested parties, including those parties whose identities are unknown to the Debtors. With respect to any parties that may have claims against the Debtors, but whose identities are not reasonably ascertainable by the Debtors, the publication of the notice of the

~~Auction and the~~ Sale Hearing was sufficient and reasonably calculated under the circumstances to reach such parties.

F. The Debtors served notices substantially in the form included in the ~~Notice of Proposed Assumption and Assignment Notice of Executory Contracts and Unexpired Leases in Connection with respect to the Sale of Certain of the Debtors' Assets and the Proposed Cure Costs~~ [Docket No. 1458], (each a “Notice of Assumption and Assignment”), in accordance with the Bidding Procedures, identifying, among other things, the Cure Costs ~~(as defined below).~~ The Debtors served the Notice of Assumption and Assignment ~~Notice~~ on each of the non-Debtor counterparties to the Assigned Contracts (as defined below) and the Assigned Leases ~~(as defined below).~~ The service of the Notice of Assumption and Assignment ~~Notice~~ was sufficient under the circumstances and in full compliance with the Bidding Procedures Order, and no further notice need be provided in respect of the Debtors’ assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases or the Cure Costs. All non-Debtor counterparties to the Assigned Contracts and the Assigned Leases have had an adequate opportunity to object to the assumption and assignment of the Assigned Contracts and the Assigned Leases and the Cure Costs.

G. The notice described in the foregoing Paragraphs C–F is good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Bidding Procedures, the ~~Auction, the~~ Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases, the Cure Costs, the Sale Hearing, consent and preferential purchase rights related to oil and gas interests and Surface Rights ~~(“Surface Rights”),~~ and all deadlines related thereto is or shall be required.

Marketing and Sale Process

H. The Sale of the Assets to the Buyer pursuant to the Bidding Procedures was duly authorized pursuant to sections 363(b)(1) and 363(f) of the Bankruptcy Code, Bankruptcy Rule 6004(f) and Local Rule 6004-1. As demonstrated by (i) ~~the~~ testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors and their professionals, agents, and other representatives have marketed the Assets and conducted all aspects of the sale process, including the solicitation of bids for the Assets, in good faith and in compliance with the Bidding Procedures and the Bidding Procedures Order. The marketing process undertaken by the Debtors and their professionals, agents and other representatives with respect to the Assets has been adequate and appropriate and reasonably calculated to maximize value for the benefit of all stakeholders. The Bidding Procedures ~~and the Auction~~ were duly noticed, were substantively and procedurally fair to all parties, including all Potential Bidders and ~~including with respect to~~ all provisions governing credit bidding, and were conducted in a diligent, non-collusive, fair and good-faith manner.

I. The Bid Deadline passed at 5:00 p.m. (prevailing Eastern Time), on October 4, 2016 in accordance with the Bidding Procedures and Bidding Procedures Order. On October 6, 2016, the Debtors filed the Notice of Auction stating that the Debtors did not receive any competing Bids for the Assets. Pursuant to the terms of the Bidding Procedures, the transaction contemplated by the ~~[]~~ Resource Asset Purchase Agreement was the highest and best bid for the Assets and, therefore, was designated as the Successful Bid. ~~[The Debtors conducted an Auction on October 10, 2016 in accordance with the Bidding Procedures and Bidding Procedures Order.]~~ On October 11, 2016, the Debtors filed the Notice of Successful Bidders identifying the

Buyer as the Successful Bidder for the Assets in accordance with the Bidding Procedures Order. As established by the record of the Sale Hearing, the bidding and related procedures established by the Bidding Procedures Order have been complied with in all material respects by the Debtors and the Buyer. The Bidding Procedures afforded a full, fair and reasonable opportunity for any entity or person to make a higher or otherwise better offer to purchase the Assets, and the [REDACTED] [Resource Asset Purchase](#) Agreement constitutes the best and highest offer for the Assets.

Corporate Authority

J. The Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541 of the Bankruptcy Code. The Debtors (i) have full corporate power and authority to execute the [REDACTED] [AgreementResource Asset Purchase Agreement and all other documents contemplated thereby](#), and the Sale to the Buyer has been duly and validly authorized by all necessary corporate action, (ii) have all of the corporate power and authority necessary to consummate the Sale and all transactions contemplated by the [REDACTED] [Resource Asset Purchase](#) Agreement, (iii) have taken all corporate action necessary to authorize and approve the [REDACTED] [Resource Asset Purchase](#) Agreement and the consummation by the Debtors of the Sale and all transactions contemplated thereby, and (iv) require no consents or approvals, other than those expressly provided for in the [REDACTED] [Resource Asset Purchase](#) Agreement, to consummate such transactions.

Highest and Best Offer; Business Judgment

K. The Debtors have demonstrated a sufficient basis to enter into the [REDACTED] [Resource Asset Purchase](#) Agreement, sell the Assets on the terms outlined therein and assume and assign the Assigned Contracts and the Assigned Leases to the Buyer under

sections 363 and 365 of the Bankruptcy Code. All such actions are appropriate exercises of the Debtors' business judgment and in the best interests of the Debtors, their creditors, their estates and other parties in interest. Approval of the Sale pursuant to the ~~_____~~ [Resource Asset Purchase](#) Agreement at this time is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest.

L. The offer of the Buyer, upon the terms and conditions set forth in the ~~_____~~ [Resource Asset Purchase](#) Agreement, including, without limitation, the total consideration to be realized by the Debtors thereunder, (i) is the highest and best offer received by the Debtors after extensive marketing, including through the Bidding Procedures, (ii) is in the best interests of the Debtors, their creditors, their estates and other parties in interest and (iii) constitutes full and adequate consideration, is fair and reasonable and constitutes reasonably equivalent value, fair consideration, and fair value for the Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, and under the laws of the United States, any state, territory, possession, or the District of Columbia. Taking into consideration all relevant factors and circumstances, no other entity has offered to purchase the Assets for greater economic value to the Debtors or their estates.

Opportunity to Object

M. A reasonable opportunity to object or be heard with respect to the Motion, the Bidding Procedures, ~~the Auction~~, the Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases, the Cure Costs, the Sale Hearing, consent and preferential purchase rights related to oil and gas interests or Surface Rights, and all deadlines related thereto has been afforded to all interested persons and entities, including, without limitation: (i) the Office of the

U.S. Trustee for the District of Delaware; (ii) the Committee; (iii) the agent under the Debtors' first lien credit facility; (iv) counsel to the agent under the Debtors' first lien credit facility; (v) the agent under the Debtors' second lien credit facility; (vi) counsel to the agent under the Debtors' second lien credit facility; (vii) the Internal Revenue Service and all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; (viii) the United States Securities and Exchange Commission; (ix) counsel to the Stalking Horse Bidders; (x) all parties who have expressed a written interest in some or all of the Assets; (xi) all entities known to hold or to have asserted any "Lien²²" "Claim²²" or "Interest" (each as defined herein) with respect to any of the Assets; (xii) all parties entitled to notice pursuant to Local Rule 2002-1(b); (xiii) each governmental agency that is an interested party with respect to the Sale and transactions proposed thereunder, including, without limitation, the United States Bureau of Land Management and the United States Bureau of Indian Affairs; (xiv) all known creditors of the Debtors, including their contract counterparties; and (xv) all parties with an oil and gas interest or Surface Rights, including, ~~but not limited to~~ without limitation, a royalty interest or working interest, which may provide for consent rights or preferential purchase rights with respect to certain of the Assets (the foregoing persons and entities, collectively, the "Notice Parties").

Good Faith Purchaser; Arm's Length Sale

N. The ~~Resource Asset Purchase~~ Resource Asset Purchase Agreement was negotiated, proposed, and entered into by the Debtors and the Buyer without collusion, in good faith, and from arm's length bargaining positions. Neither the Debtors, nor the Buyer, nor any affiliate of the Buyer has engaged in any conduct that would cause or permit the ~~Resource Asset Purchase~~ Resource Asset Purchase Agreement or the Sale to be avoided under section 363(n) of the Bankruptcy Code.

O. The Buyer is a good-faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby.

P. Neither the Buyer nor any of its affiliates, members, officers, directors, shareholders or any of its or their respective successors or assigns is an “insider” or “affiliate” of any of the Debtors, as those terms are defined in sections 101(31) and 101(2) of the Bankruptcy Code, and the Buyer’s professionals, agents and other representatives have complied in all respects with the Bidding Procedures Order and all other applicable orders of this Court in negotiating and entering into the [REDACTED] [Resource Asset Purchase](#) Agreement. The [REDACTED] [Resource Asset Purchase](#) Agreement complies with the Bidding Procedures Order and all other applicable orders of this Court.

Free and Clear Transfer Required by Buyer

Q. The Buyer would not have entered into the [REDACTED] [Resource Asset Purchase](#) Agreement and would not ~~have consummated~~ [consummate](#) the Sale, thus adversely affecting the Debtors, their estates, and their creditors, if each of (i) the Sale and (ii) the assumption and assignment of the Assigned Contracts and the Assigned Leases to the Buyer were not free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the Permitted Encumbrances [\(as defined in the Resource Asset Purchase Agreement\)](#) and the Assumed Liabilities) as more fully set forth in Paragraph 8 of this Order, or if the Buyer would, or in the future could, be liable for any of the Excluded Liabilities. For the avoidance of doubt, the Buyer shall have no responsibility whatsoever with respect to the Excluded Liabilities, which shall remain the responsibility of the Debtors before, on, and after the Closing.

R. As of the Closing, pursuant and subject to the terms of the [REDACTED] [Resource Asset Purchase](#) Agreement [and this Order](#), the transfer of the Assets and of the Assumed

Liabilities and the Sale will effect a legal, valid, enforceable, and effective transfer of the Assets and will vest the Buyer with all of the Debtors' rights, title, and interests in the Assets free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the Permitted Encumbrances and the Assumed Liabilities), including, without limitation, (i) mortgages, deeds of trust, pledges, charges, security interests, rights of first refusal, hypothecations, encumbrances, easements, servitudes, leases or subleases, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of offset or recoupment, rights under any operating agreement not assumed by or assigned to the Buyer, right of use or possession, subleases, leases, conditional sale arrangements, any dedication under any gathering, transportation, treating, purchasing or similar agreement that is not assumed by or assigned to the Buyer, or any rights that purport to give any party a right of first refusal or consent with respect to the Debtor^s' interest in the Assets or any similar rights; (ii) all claims as defined in Bankruptcy Code section 101(5), including, without limitation, all rights or causes of action (whether in law or in equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff, recoupment, indemnity or contribution, obligations, demands, restrictions, indemnification claims, or liabilities relating to any act or omission of the Debtors or any other person, consent rights, options, contract rights, covenants, and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued, or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of the above-captioned cases, and whether imposed by agreement, understanding, law, equity or otherwise; (iii) all debts, liabilities, obligations, contractual rights and claims and labor, employment and pension claims, in each case, whether 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 un-matured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity or otherwise;

(iv) any rights based on any successor or transferee liability; (v) any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtors' or the Buyer's interest in the Assets, or any similar rights; (vi) any rights under labor or employment agreements; (vii) any rights under mortgages, deeds of trust, and security interests; (viii) any rights related to intercompany loans and receivables between the Debtors and any non-Debtor subsidiary or affiliate; (ix) any rights under pension, multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of the Employee Retirement Income Security Act of 1974 (as amended, "ERISA"), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (x) any other employee claims related to worker's compensation, occupational disease, or unemployment or temporary disability, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section

4980B of the Internal Revenue Code and of any similar state law (collectively, “COBRA”), (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors, or (l) the WARN Act (29 U.S.C. §§2101 *et seq.*); (xi) any bulk sales or similar law; (xii) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the Assets prior to the Closing, including, without limitation, any *ad valorem* taxes assessed by any applicable taxing authority; and (xiii) any unexpired and executory contract or unexpired lease to which a Debtor is a party that is not an Assigned Contract or an Assigned Lease that will be assumed and assigned pursuant to this Order and ~~the []~~ [Resource Asset Purchase](#) Agreement; and (xiv) any other Excluded Liabilities as provided in ~~the []~~ [Resource Asset Purchase](#) Agreement.

Satisfaction of Section 363(f)

S. The Debtors may sell the Assets free and clear of any and all Liens, Claims, and Interests (each as defined herein) of any kind or nature whatsoever, including, [without limitation](#), any rights or claims based on any putative successor or transferee liability, as set forth herein, because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. All parties in interest, including, without limitation, any holders of Liens, Claims, and/or Interests, [and holders of any consent and preferential purchase rights related to oil and gas interests or Surface Rights](#), and any non-Debtor counterparties to the Assigned Contracts and Assigned Leases, who did not object, or who withdrew their objection, to the Sale, the Motion, ~~consent and preferential purchase rights related to oil and gas interests or Surface Rights~~, the assumption and assignment of the applicable Assigned Contract or Assigned

Lease or the associated Cure Cost are deemed to have consented to the relief granted herein pursuant to section ~~363~~(f)(2) of the Bankruptcy Code. Those (i) holders of Liens, Claims, or Interests and (ii) non-Debtor parties to Assigned Contracts and Assigned Leases that did ~~not~~ ~~object~~ object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code or are adequately protected by having their Liens, Claims, or Interests, if any, attach to the portion of the ~~purchase price~~ proceeds of the Sale ultimately attributable to the Assets against or in which they claim an interest, in the order of their priority, with the same validity, force and effect, if any, which they now have against such Assets, subject to any claims and defenses the Debtors or their estates may possess with respect thereto.

No Successorship

T. Neither the Buyer nor any of its affiliates are successors to the Debtors or their estates by reason of any theory of law or equity, and neither the Buyer nor any of its affiliates shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates, except as otherwise expressly provided in the ~~Resource Asset~~ Resource Asset Purchase Agreement or this Order.

Assigned Contracts and Assigned Leases

U. The Debtors have demonstrated (i) that it is an exercise of their sound business judgment to assume and assign the Assigned Contracts and the Assigned Leases to the Buyer in each case in connection with the consummation of the Sale and (ii) that the assumption and assignment of the Assigned Contracts and the Assigned Leases to the Buyer is in the best interests of the Debtors, their estates and creditors, and other parties in interest. The Assigned Contracts and the Assigned Leases being assigned to the Buyer are an integral part of the Assets being purchased by the Buyer and, accordingly, such assumption, assignment and cure of any

defaults under the Assigned Contracts and the Assigned Leases are reasonable and enhance the value of the Debtors' estates. Any non-Debtor counterparty to an Assigned Contract or Assigned Lease that has not actually filed with the Court an objection to such assumption and assignment in accordance with the terms of the Motion is deemed to have consented to such assumption and assignment.

Cure Costs and Adequate Assurance

V. The Debtors and the Buyer, as applicable, have, including by way of entering into the ~~_____~~ [Resource Asset Purchase](#) Agreement, and agreeing to the provisions relating to the Assigned Contracts and Assigned Leases therein, (i) cured, or provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Assigned Contracts and Assigned Leases within the meaning of section 365(b)(1)(A) of the Bankruptcy Code and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assigned Contracts and the Assigned Leases within the meaning of section 365(b)(1)(B) of the Bankruptcy Code and the Buyer has, based upon the record of these proceedings, including the evidence proffered by the Debtors at the Sale Hearing, provided adequate assurance of its future performance of and under the Assigned Contracts and the Assigned Leases pursuant to sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. The Buyer's promise under the ~~_____~~ [Resource Asset Purchase](#) Agreement to perform the obligations under the Assigned Contracts and the Assigned Leases after the Closing shall constitute adequate assurance of future performance under the Assigned Contracts and the Assigned Leases being assigned to the Buyer within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. The Cure

Costs are hereby deemed to be the sole amounts necessary to cure any and all defaults under the Assigned Contracts and the Assigned Leases under section 365(b) of the Bankruptcy Code.

Time Is of the Essence; Waiver of Stay

W. Time is of the essence in consummating the Sale. In order to maximize the value of the Assets, it is essential that the sale and assignment of the Assets occur within the time constraints set forth in the ~~{} Resource Asset Purchase~~ [Resource Asset Purchase](#) Agreement. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 6004 and 6006.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

Motion is Granted

1. The relief requested by the Motion is granted as set forth herein.

Objections Overruled

2. All objections to the entry of this Order or to the relief granted herein, whether filed, stated on the record before this Court or otherwise, which have not been withdrawn, waived, or settled, and all reservations of rights included therein, are denied and overruled on the merits. All objections to the entry of this Order or to the relief granted herein that were not timely filed are hereby forever barred.

3. Notice of the Motion, the Bidding Procedures, the Sale (and all transactions contemplated in connection therewith [including the execution of the Resource Asset Purchase Agreement](#)), the assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases, the Cure Costs, the Sale Hearing, consent and preferential purchase rights related to oil and gas interests and Surface Rights, and all deadlines related thereto was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006.

Approval of the [REDACTED] Resource Asset Purchase Agreement

4. The [REDACTED] Resource Asset Purchase Agreement, including all of the terms and conditions thereof, is hereby approved. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors are authorized and directed to take any and all actions necessary to fulfill their obligations under, and comply with the terms of, the [REDACTED] Resource Asset Purchase Agreement and to consummate the Sale pursuant to and in accordance with the terms and conditions of the [REDACTED] Resource Asset Purchase Agreement and this Order, without further leave of the Court. The Debtors are further authorized to pay, without further order of this Court, whether before, at, or after the Closing, any expenses ~~or~~ costs, or other amounts that are required to be paid in order to consummate the transactions contemplated by the [REDACTED] Resource Asset Purchase Agreement or perform their obligations under the [REDACTED] Resource Asset Purchase Agreement.

5. The Debtors are authorized and directed, in accordance with the [REDACTED] Resource Asset Purchase Agreement, to execute and deliver, and empowered to perform under, consummate, and implement, the [REDACTED] Resource Asset Purchase Agreement, together with all additional instruments, documents, and other agreements that may be reasonably necessary or desirable to implement the [REDACTED] Resource Asset Purchase Agreement, and to take all further actions as may be reasonably requested by the Buyer for the purpose of assigning, transferring, granting, conveying and conferring to the Buyer or reducing to possession, the Assets, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the [REDACTED] Resource Asset Purchase Agreement.

Binding Effect of Order

6. This Order and the [REDACTED] [Resource Asset Purchase](#) Agreement shall be binding upon all creditors of, and equity holders in, the Debtors and any and all other parties in interest, including, without limitation, any and all holders of Liens, Claims, and Interests (including holders of any rights or claims based on any putative successor or transferee liability) of any kind or nature whatsoever, all non-Debtor parties to the Assigned Contracts and the Assigned Leases, the Buyer, all successors and assigns of the Buyer, the Debtors and their affiliates and subsidiaries, and any trustee or successor trustee appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code. Nothing contained in any chapter 11 (or other) plan confirmed in these bankruptcy cases or the confirmation order confirming any such plan shall conflict with or derogate from the provisions of the [REDACTED] [Resource Asset Purchase](#) Agreement or this Order. To the extent of any such conflict or derogation, the terms of this Order shall govern.

Amendments to the [REDACTED] [Resource Asset Purchase](#) Agreement

7. The [REDACTED] [Resource Asset Purchase](#) Agreement and any related agreements, documents, or other instruments may be modified, amended, supplemented or restated by the parties thereto in a writing signed by both parties and in accordance with the terms thereof, without further order of this Court, but upon prior reasonable notice and consultation with the Committee, provided that any such modification, amendment, supplement or restatement does not have a material adverse effect on the Debtors' estates. The [REDACTED] [Resource Asset Purchase](#) Agreement and this Order shall not be altered, amended, rejected, discharged or otherwise affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases without the prior written consent of the Buyer.

Transfer of the Assets Free and Clear

8. The Buyer shall assume and be liable for only those liabilities expressly assumed pursuant to the ~~_____~~ [Resource Asset Purchase](#) Agreement. Except as expressly permitted or otherwise specifically provided for in the ~~_____~~ [Resource Asset Purchase](#) Agreement or this Order, pursuant to sections 105(a), 363(b), 363(f), and 365(b) of the Bankruptcy Code, upon the Closing, the Assets shall be transferred to the Buyer free and clear of any and all Liens, Claims, and Interests of any kind or nature whatsoever, with the sole exception of the Permitted Encumbrances and the Assumed Liabilities. For purposes of this Order, “Liens²²,” “Claims,” and “Interests” shall mean:

- a. any and all charges, liens (statutory or otherwise), claims, mortgages, leases, subleases, hypothecations, deeds of trust, pledge, 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 Assets including all the [encumbrances or other](#) restrictions or limitations [on use](#) set forth in Paragraph R above (collectively, “Liens”);
- 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 any labor, employment or pension laws, (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, agents, 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 Assets, the Assigned Contracts, or the transactions contemplated by the ~~_____~~ [Resource Asset Purchase](#) Agreement including all the claims set forth in Paragraph R above (collectively, “Claims”); and

- c. any and all equity or other interests of any kind or nature whatsoever in or with respect to (x) any of the Debtors or their respective affiliates, subsidiaries, successors or assigns, (y) the Assets, or (z) the Assigned Contracts, including all the interests set forth in Paragraph R above (collectively, "Interests"),

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 Closing. Any and all such Liens, Claims, and Interests shall attach to the portion of the ~~purchase price~~ proceeds of the Sale ultimately attributable to the Assets against or in which they claim an interest, in the order of their priority, with the same validity, force, and effect, if any, which they now have against such Assets, subject to any claims, defenses and objections, if any, that the Debtors or their estates may possess with respect thereto. On the Closing, the Buyer shall take title to and possession of the Assets subject only to the Permitted Encumbrances and the Assumed Liabilities.

Vesting of Assets in the Buyer

9. The transfer of the Assets to the Buyer pursuant to the ~~Resource Asset~~ Resource Asset Purchase Agreement shall constitute a legal, valid, and effective transfer of the Assets on the Closing, and shall vest the Buyer with all of the Debtors' rights, title and interests in the Assets free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the Permitted Encumbrances and the Assumed Liabilities).

10. The Buyer is hereby authorized in connection with the consummation of the Sale to allocate the Assets, including the Assigned Contracts and Assigned Leases, among its affiliates, agents, designees, assigns, and/or successors, in a manner as it in its sole discretion

deems appropriate, and to assign, lease, sublease, license, sublicense, transfer, or otherwise dispose of any of the Assets, including the Assigned Contracts and Assigned Leases, to its affiliates, designees, assignees and/or successors with all of the rights and protections accorded to the Buyer under this Order and the Resource Asset Purchase Agreement with respect thereto, and the Debtors shall cooperate with and take all actions reasonably requested by the Buyer to effectuate any of the foregoing.

Release of Liens

~~10.11.~~ If any person or entity that has filed any financing statements, mortgages, mechanic's liens, *lis pendens*, or any other documents or agreements evidencing a Lien on the Debtors or any of the Assets conveyed pursuant to the ~~{~~ Resource Asset Purchase Agreement and this Order shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all Liens which the person or entity has with respect to the Debtors or the Assets or otherwise, then (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Assets, and (b) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens in the Assets of any kind or nature whatsoever. Upon releasing of any Liens, the Liens will attach to the proceeds of the Sale in the order and priority that existed prior to such releases.

Deemed Consent and Waiver of Preferential Purchase Rights

~~11.12.~~ Parties with an oil and gas interest or an interest in a Surface Right, including ~~but not limited to,~~ without limitation, a royalty interest or working interest providing for consent

rights or preferential purchase rights with respect to certain of the Assets and who received notice in accordance with the applicable provisions of the [REDACTED] [Resource Asset Purchase Agreement](#) and the Bidding Procedures Order and failed to timely object are hereby deemed to consent to the Sale and/or waive their ability (if any) to exercise any preferential purchase right or consent right with respect to the Sale.

Police and Regulatory Power of Governmental Units

~~12~~.13. Nothing in this Order or the [REDACTED] [Resource Asset Purchase Agreement](#) releases, nullifies, precludes, or enjoins the enforcement of any police power by, or any regulatory liability to, any governmental unit under any applicable Environmental Law⁴ on the part of any entity as the owner or operator of property after the Closing. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Assets on account of the filing or pendency of these chapter 11 cases or, [to the extent provided by section 525 of the Bankruptcy Code](#), the consummation of the transactions contemplated by the [REDACTED] [Resource Asset Purchase Agreement](#), including, without limitation, the Sale and the Debtors' assumption and assignment of the Assigned Contracts and Assigned Leases to the Buyer. Nothing in this Order authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of

⁴ As used in this Order, "[Environmental Law](#)" means all federal, state and local statutes, regulations, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders, agreements and determinations and all common law concerning pollution or protection of the environment or environmental impacts on human health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act; the Clean Water Act; the Clean Air Act; the Emergency Planning and Community Right to Know Act; the Federal Insecticide, Fungicide, and Rodenticide Act; the Resource Conservation and Recovery Act; the Safe Drinking Water Act; the Surface Mining Control and Reclamation Act; the Toxic Substances Control Act; and any state or local equivalents.

any obligation thereunder, without compliance with all applicable legal requirements under Environmental Law.

Assumption and Assignment of Assigned Contracts and Assigned Leases

~~13.~~14. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing, the Debtors' assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases is hereby approved, and the requirements of section 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

15. The Debtors shall remain liable for all royalty, working interest, overriding royalty interest, joint interest billing obligations, and other vendor obligations related to the Assets accruing prior to the Effective Date (as defined in the Resource Asset Purchase Agreement) (the "Pre-Effective Date Obligations") and such Pre-Effective Date Obligations shall be paid by the Debtors in the ordinary course of business.

16. Subject to the terms of the Resource Asset Purchase Agreement, the Buyer shall be responsible for all royalty, working interest, overriding royalty interest, joint interest billing obligations, and other vendor obligations related to the Assets accruing from the Effective Date ("Post-Effective Date Obligations"). Subject to the terms of the Resource Asset Purchase Agreement, the Post-Effective Date Obligations will be paid by the Buyer in the ordinary course of business, with all parties reserving their respective rights as they apply only to such Post-Effective Date Obligations.

~~14.~~17. The Debtors are hereby authorized, in accordance with the ~~Resource~~Resource Asset Purchase Agreement, and in accordance with sections 105(a) and 365 of the Bankruptcy Code, to (i) assume and assign to the Buyer the Assigned Contracts and the Assigned Leases, effective upon and subject to the occurrence of the Closing, free and clear of all Liens, Claims,

and Interests of any kind or nature whatsoever (with the sole exception of the Permitted Encumbrances and the Assumed Liabilities), which Assigned Contracts and Assigned Leases, by operation of this Order, shall be deemed assumed and assigned to the Buyer effective as of the Closing, and (ii) execute and deliver to the Buyer such documents or other instruments as the Buyer may deem necessary to assign and transfer the Assigned Contracts and the Assigned Leases to the Buyer.

~~15.18.~~ 18. Subject to Paragraph ~~16~~19 hereof:

- a. The Debtors are authorized to and may assume all of the Assigned Contracts and the Assigned Leases in accordance with section 365 of the Bankruptcy Code.
- b. The Debtors are authorized to and may assign each Assigned Contract and Assigned Lease to the Buyer in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assigned Contract or Assigned Lease that prohibit or condition the assignment of such Assigned Contract or Assigned Lease on the consent of the counterparty thereto or allow the non-Debtor party to such Assigned Contract or Assigned Lease to terminate, recapture, impose any penalty, condition, renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract or Assigned Lease, shall constitute unenforceable anti-assignment provisions which are expressly preempted under section 365 of the Bankruptcy Code and void and of no force and effect.
- c. There shall be no accelerations, assignment fees, or increases in any other fees charged to the Buyer or the Debtors as a result of the assumption and assignment of the Assigned Contracts or Assigned Leases.
- ~~e.~~d. All requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption and assignment of the Assigned Contracts and Assigned Leases by the Debtors to the Buyer have been satisfied.
- ~~d.~~e. Upon the Closing, the Assigned Contracts and Assigned Leases shall be transferred and assigned to, and remain in full force and effect for the benefit of, the Buyer in accordance with their respective terms, notwithstanding any provision in any such Assigned Contract or Assigned Lease (including those of the type described in sections 365(b)(2), 365(e)(1) and 365(f) of the Bankruptcy Code) that prohibits, restricts, limits, or conditions such assignment or transfer pursuant to section 365(k) of the Bankruptcy Code.

e.f. After the Debtors' transfer and assignment of the Assigned Contracts and the Assigned Leases to the Buyer, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested in all right, title, and interest of each Assigned Contract and Assigned Lease.

f.g. Any portion of any Assigned Lease which purports to permit a landlord thereunder to cancel the remaining term of such Assigned Lease if the Debtors discontinue their use or operation of the leased premises is void and of no force and effect, and shall not be enforceable against the Buyer, or its assignees and sublessees; and the landlords under any such Assigned Lease shall not have the right to cancel or otherwise modify the Assigned Lease or increase the rent, assert any claim or impose any penalty by reason of such discontinuation, the Debtors' cessation of operations, the assignment of such Assigned Lease to the Buyer, or the interruption of business activities at any of the leased premises.

~~16.19.~~ All defaults and all other obligations of the Debtors under the Assigned Contracts and the Assigned Leases occurring, arising or accruing prior to the assignment thereof to the Buyer at Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) are deemed to have been cured or satisfied by the payment of the proposed amount necessary, if any, to cure all monetary defaults, if any, under each Assigned Contract and Assigned Lease in the amounts set forth in the Notice of Assumption and Assignment or any Supplemental Notice of Assumption and Assignment (or any other cure cost reached by agreement after an objection to the proposed cure cost by a counterparty to an Assigned Contract or Assigned Lease), which was served in compliance with the Bidding Procedures Order, and as set forth on the schedule attached hereto as Exhibit 2, or otherwise included in this Order (the "Cure Costs"), and which Cure Costs were satisfied, or shall be satisfied as soon as practicable, by the Debtors or by the Buyer, as the case may be, as provided in the ~~[] Agreement.~~ Resource Asset Purchase Agreement. For the avoidance of doubt, Cure Costs, as defined herein, shall not include any obligations owed under Federal Leases prior to the assumption and assignment of such Federal Leases. For all Assigned

Contracts and Assigned Leases for which a Notice of Assumption and Assignment was served, the Debtors and the Buyer, as applicable, are each authorized and directed to pay their respective portion of all Cure Costs required to be paid by such parties in accordance with the ~~_____~~ [Resource Asset Purchase](#) Agreement upon the later of (a) the Closing and (b) for any Assigned Contracts or Assigned Leases for which an objection has been filed to the assumption and assignment of such agreement or the Cure Costs relating thereto and such objection remains pending as of the date of this Order, the resolution of such objection by settlement or order of this Court. For all Assigned Contracts and Assigned Leases for which a Supplemental Notice of Assumption and Assignment was served, the Debtors and the Buyer, as applicable, are each authorized and directed to pay their respective portion of all Cure Costs required to be paid by such parties in accordance with the ~~_____~~ [Resource Asset Purchase](#) Agreement upon the later of (x) 14 days following service of the Supplemental Notice of Assumption and Assignment and (y) if an objection to the Supplemental Notice of Assumption and Assignment is timely filed in accordance with the Bidding Procedures Order, the resolution of such objection by settlement or order of this Court.

20. Notwithstanding any other provision of this Order or any Notice of Assumption and Assignment or Supplemental Notice of Assumption and Assignment in respect of the ONEOK Agreement (as defined in the Resource Asset Purchase Agreement), the Cure Costs in respect of the ONEOK Agreement for the Pre-Effective Date Obligations will be \$3,655,431.80 million which shall be accounted for in the purchase price adjustments under, and paid promptly following the closing by the Buyer in accordance with, the Resource Asset Purchase Agreement, as amended.

~~17.21.~~ Pursuant to section 365(k) of the Bankruptcy Code, upon the Closing, the Debtors and their estates shall be relieved from any liability for any breach for any Assigned Contract or Assigned Lease ~~following that occurs after~~ the ~~effective date~~effectiveness of such ~~assumption and assignment~~Assigned Contract or Assigned Lease to the Buyer.

~~18. To the extent provided by Bankruptcy Code section 525, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Assets sold, transferred, or conveyed to the Buyer on account of the filing or pendency of these chapter 11 cases or the consummation of the transactions contemplated by the [] Agreement and this Order.~~

Modification of the Automatic Stay

~~19.22.~~ The automatic stay provisions of section 362 of the Bankruptcy Code are lifted and modified to the extent necessary to implement the terms and conditions of the [] Resource Asset Purchase Agreement and the provisions of this Order.

Release of Liens by Creditors; Collection of Assets

~~20.23.~~ Except as expressly provided to the contrary in this Order or in the [] Resource Asset Purchase Agreement, the holder of any valid Lien, Claim or Interest in the Debtors or the Assets shall, as of the Closing, be deemed to have waived and released such Lien, Claim or Interest, without regard to whether such holder has executed or filed any applicable release, and such Lien, Claim or Interest shall automatically, and with no further action by any party, attach to the portion of the ~~purchase price~~proceeds of the Sale ultimately attributable to the Assets against or in which they claim an interest, in the order of their priority, with the same validity, force, and effect, if any, which they now have against such Assets, subject to any claims, defenses and objections, if any, that the Debtors or their estates may

possess with respect thereto. Notwithstanding the foregoing, any such holder of such a Lien, Claim, or Interest is authorized and directed to execute and deliver any waivers, releases, or other related documentation, as reasonably requested by the Debtors or Buyer; *provided* that, this Paragraph ~~2023~~ shall not apply to or affect (a) any third party working interests, ~~third party~~ royalty interests, ~~third party~~ production payments, or ~~similar recorded~~ third party net profits interests ~~in any Assets (or, if unrecorded, interests~~ that are not owned by the Debtors (or other interest subject to section 541(b)(4) of the Bankruptcy Code) or (b) any obligations of the Debtors ~~that are assumed by the Buyer~~ under any applicable ~~oil and gas lease,~~ joint operating agreement; or similar ~~conveyance or agreement~~ agreements that ~~relates~~ are assumed by the Buyer and relate to operations of the Assets ~~or otherwise touches,~~ except to the extent that such obligations have given rise to liabilities that are matured and ~~concerns the Assets~~ presently due and owing by the Debtors as of the Closing.

~~21.24.~~ As of the Closing, the Buyer and its successors and assigns shall be designated and appointed as the Debtors' true and lawful attorney with full power of substitution in the Debtors' name and stead on behalf of and for the benefit of the Buyer, and its successors and assigns, for the following sole and limited purposes: to have the power to demand and receive any and all of the Assets and to give receipts and releases for and in respect of the Assets, or any part thereof, and from time to time to institute and prosecute against third parties for the benefit of the Buyer, its successors and assigns, proceedings at law, in equity or otherwise, which the Buyer, and its successors and assigns, may deem proper for the collection or reduction to possession of any of the Assets.

Effect of Recordation of Order

~~22.25.~~ This Order, once filed, registered, or otherwise recorded, (a) shall be effective as a conclusive determination that, upon the Closing, all Liens, Claims and Interests of any kind or nature whatsoever (with the sole exception of the Permitted Encumbrances and the Assumed Liabilities) existing as to the Assets prior to the Closing have been unconditionally released, discharged, and terminated and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all persons and entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, local officials, notaries, protonotaries, 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 Assets. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the ~~_____~~ Resource Asset Purchase Agreement, including, without limitation, recordation of this Order. Notwithstanding the prior two sentences and for the avoidance of doubt, section 1146(a) of the Bankruptcy Code shall not apply to the Sale.

Administrative Priority Status

~~23.26.~~ Any amounts that become payable by the Debtors to the Buyer pursuant to the ~~_____~~ Resource Asset Purchase Agreement and any related agreements executed in connection therewith shall (a) be entitled to administrative expense claim status under sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code; (b) not be subordinate to any other administrative expense claim against the Debtors other than allowed claims entitled to priority

under section 507(b) of the Bankruptcy Code, (c) not be altered, amended, discharged or affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases without the prior written ~~_____~~ consent of the Buyer, and (d) be paid by the Debtors in the time and manner provided for in the ~~_____~~ [Resource Asset Purchase](#) Agreement without further order of this Court.

Prohibition of Actions Against the Buyer

~~24.27.~~ Except for the Permitted Encumbrances and the Assumed Liabilities or as expressly permitted or otherwise specifically provided for in the ~~_____~~ [Resource Asset Purchase](#) Agreement or this Order, the Buyer and its affiliates shall have no liability or responsibility for any liability or other obligation of the Debtors' arising under or related to the Assets or otherwise. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the ~~_____~~ [Resource Asset Purchase](#) Agreement, the Buyer and its affiliates shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and the Buyer and its affiliates shall have no successor or vicarious liabilities of any kind or character including ~~but not limited to~~, [without limitation](#), any theory of antitrust, warranty, product liability, environmental, successor or transferee liability, labor law, ERISA, *de facto* merger, mere continuation, or substantial continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors, including, ~~but not limited to~~ [without limitation](#), liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing or any claims under the WARN Act or any claims related to wages, benefits, severance or vacation pay owed to employees or former employees of the Debtors.

28. Effective upon the Closing, with the sole exception of any enforcement of rights related to the Permitted Encumbrances and the Assumed Liabilities, all persons and entities shall be, and hereby are, forever barred and estopped from (a) taking any action that would adversely affect or interfere with the ability of the Debtors to transfer the Assets to the Buyer in accordance with the terms of this Order and the Resource Asset Purchase Agreement and (b) asserting, prosecuting, or otherwise pursuing, whether in law or in equity, in any judicial, administrative, arbitral or other proceeding, any Liens, Claims or Interests of any kind or nature whatsoever against the Buyer and its successors, designees, assigns, or property, or the Assets conveyed under this Order and the Resource Asset Purchase Agreement.

No Interference

~~25.~~29. Following the Closing, no holder of a Lien, Claim and/or Interest in or against the Debtors or the Assets shall interfere with the Buyer's title to or use and enjoyment of the Assets based on or related to such Lien, Claim, and/or Interest or any actions that the Debtors may take in their bankruptcy cases or any successor cases.

Retention of Jurisdiction

~~26.~~30. This Court retains jurisdiction to, among other things, interpret, enforce and implement the terms and provisions of the this Order and the ~~[]~~ Resource Asset Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, including, ~~but not limited to~~ without limitation, retaining jurisdiction to: (a) compel delivery of the Assets or performance of other obligations owed to the Buyer; (b) compel delivery of the ~~purchase price~~ proceeds of the Sale or performance of other obligations owed to the Debtors; (c) resolve any disputes arising under or related to the ~~[]~~ Resource Asset Purchase Agreement, except as otherwise

provided therein; (d) interpret, implement, and enforce the provisions of this Order; and (e) protect the Buyer and its affiliates against (i) any Liens, Claims and Interests in or against the Debtors or the Assets of any kind or nature whatsoever and (ii) any creditors or other parties in interest regarding the turnover of the Assets that may be in their possession; provided that, for the avoidance of doubt, the Court's jurisdiction shall not continue with respect to any regulatory actions or administrative proceedings related to any Federal Leases (defined below) between the Debtors or the Buyer and its assigns, on one hand, and the United States Department of Interior ("DOI") on the other.

No Stay of Order

~~27.31.~~ Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and the Buyer are free to close the Sale under the ~~{ }~~ Resource Asset Purchase Agreement at any time pursuant to the terms thereof.

Good Faith Purchaser

~~28.32.~~ The Sale contemplated by the ~~{ }~~ Resource Asset Purchase Agreement is undertaken by the Buyer in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to the Buyer (including the assumption and assignment by the Debtors of any of the Assigned Contracts and the Assigned Leases), unless such authorization is duly stayed pending such appeal. The Buyer is a buyer in good faith of the Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

Preservations of Rights

~~29.33.~~ Nothing contained in the Motion, this Order, the ~~{~~ ~~_____~~ ~~}~~ Resource Asset Purchase Agreement, or any allocation schedule attached or related thereto shall constitute a waiver of or prejudice any argument of a party in interest regarding, or the right of any party in interest to contest, the Debtors' allocation of the proceeds of the Sale, ~~and all such rights shall be preserved~~ and all such rights shall be preserved. Notwithstanding the foregoing, the allocation of the proceeds of the Sale contained in the Resource Asset Purchase Agreement shall be binding between the Debtors and the Buyer for the purposes set forth in the Resource Asset Purchase Agreement.

~~30.34.~~ Notwithstanding any provision in the Motion, this Order or any implementing use, sale, or transfer documents (collectively, including the Resource Asset Purchase Agreement, the "Sale Documents"), any sale, assignment and/or transfer of any interests in contracts, leases, covenants, operating rights agreements, rights-of-use and easements, and rights-of-way or other interests or agreements (a) with the federal government; (b) involving (i) federal land or minerals or (ii) lands or minerals held in trust for federally-recognized Indian tribes or Indian individuals (collectively, "Indian Landowners"); or (c) held by such Indian Landowners in fee with federal restriction on alienation (collectively, the "Federal Leases"), will be ineffective with respect thereto absent the consent of the United States and any applicable Indian Landowner. The Debtors and the Buyer agree to comply with all applicable bankruptcy and non-bankruptcy law with respect to the Federal Leases, and nothing in the Sale Documents shall otherwise affect any decommissioning obligations and financial assurance requirements under the Federal Leases as determined by the United States and any applicable Indian Landowner (as provided for under applicable law and the Federal Leases) that must be met by the Debtors and/or the Buyer, ~~as applicable.~~ Moreover, nothing in this Order or the Sale Documents shall be interpreted to require

the United States and any applicable Indian Landowner to novate, approve or otherwise consent to the assumption, sale, assignment and/or transfer of any interests in the Federal Leases. For the avoidance of doubt, in order to obtain the consent of the United States and/or any applicable Indian Landowner to the assumption, sale, assignment and/or transfer of any interests in a Federal Lease, all existing defaults under ~~the~~such Federal Leases, including, without limitation, any outstanding rents or royalties known to date plus interest, must be assumed and/or cured. ~~The United States Department of Interior (“~~as appropriate, and nothing in this Order, or the Resource Asset Purchase Agreement shall be interpreted to set Cure Costs for the Federal Leases. DOI²⁾) will retain and have the right to audit and/or perform any compliance review related to the Federal Leases, and if appropriate, to collect from the Debtors and/or the Buyer, under applicable federal regulations, any additional monies owed by the Debtors prior to the transfer or assignment of the Federal Leases without those rights being adversely affected by these bankruptcy proceedings.

35. For the avoidance of doubt, the respective obligations of the Debtors and the Buyer to the United States and/or Indian Landowners under the preceding paragraph shall be governed, as between the Debtors and the Buyer, by the Resource Asset Purchase Agreement.

~~31.~~36. The Debtors and Buyer, if able to obtain consent in an interest in the Federal Leases, will retain all defenses and/or rights, other than defenses and/or rights arising from the filing of these chapter 11 cases, to challenge any determinations relating to the Federal Leases; *provided, however*, that any such challenge, including any challenge associated with this bankruptcy proceeding, must be raised in the United States’ administrative review process leading to a final agency determination by the DOI. The audit and/or compliance review period shall remain open for the full statute of limitations period established by the Federal Oil and Gas

Royalty Simplification and Fairness Act of 1996 (30 U.S.C. Section 1701, et seq.) to the extent applicable to the Federal Lease(s) under non-bankruptcy law. Further, nothing in the Sale Documents or this Order shall affect the United States' police and regulatory powers, and the United States' rights to offset or recoup any amounts due under, or relating to, any Federal Leases (if any) are expressly preserved.

37. Any liability for post-Closing plugging and abandonment or other decommissioning obligations related to the Assets shall be an Assumed Liability, and the Buyer (or its successors or assigns) shall be solely liable for such obligations, in each case with respect to the Federal Leases or otherwise.

38. Notwithstanding any language to the contrary in this Order, the provisions set forth herein are applicable to any interests of Bakken Hunter, LLC ("Bakken") related to the Assets (as defined in the Motion). Bakken is a party along with Debtors to that certain *Model Form Operating Agreement* dated January 1, 2010, as amended (the "JOA"). Bakken, along with certain of its affiliates (collectively, the "Magnum Hunter Debtors"), is a reorganized debtor in the case of *Magnum Hunter Resources Corporation, et al.*, Case No. 15-12533 (KG), also currently pending in the United States Bankruptcy Court for the District of Delaware. On April 18, 2016, Judge Gross entered an order (the "Magnum Hunter Confirmation Order") confirming the Magnum Hunter Debtors' plan of reorganization (the "Magnum Hunter Plan"), which Magnum Hunter Plan went effective on May 6, 2016. Pursuant to the Magnum Hunter Plan, the JOA was assumed by Bakken in accordance with the procedures set forth in the Magnum Hunter Confirmation Order. These procedures provide, among other things, for the resolution of claims asserted by Debtors and Bakken against each other with respect to the JOA. Bakken and Debtors are currently completing an audit pursuant to the terms of the JOA and the Magnum Hunter

Confirmation Order to liquidate and establish the claims owed by either Debtors or Bakken to one another under the JOA, which audit is still ongoing. With respect to amounts owed by Bakken to Debtors and vice versa which accrue prior to the transfer of operations to the Buyer, Debtors will follow the procedures that they agreed to under the Magnum Hunter Confirmation Order to resolve the conflicting claims asserted by Bakken and Debtors under the JOA and agree that the sale transaction contemplated by this Order will not affect the procedures already established by the parties to liquidate and resolve the claims. Bakken and Debtors specifically reserve and do not waive all of their respective rights and causes of action under the JOA, at law and at equity as contemplated by the procedures set forth in the Magnum Hunter Confirmation Order. In addition, Debtors will provide a copy of any agreement for transition services with the Buyer to Bakken. Notwithstanding any language to the contrary in this Order, nothing herein shall abrogate, affect, release, waive or otherwise prejudice the rights and remedies of Bakken against Debtors pursuant to the JOA, or against Buyer that arise after the Closing pursuant to otherwise applicable law, rule or regulation. To the extent that the operations are transferred to the Buyer, a designee of the Buyer or any other party, Bakken and the new operator (whether the Buyer, the Buyer's designee or any other party) will commence their relationship unaffected by the Excluded Receivables, the Excluded Receivables Liabilities or the procedures set forth in the Magnum Hunter Confirmation Order. Bakken further reserves all of its rights against Debtors with respect to any rejection by Debtors of the JOA and/or to move to compel rejection of the JOA in Debtors' Chapter 11 cases. Finally, Bakken reserves the rights to object to the assumption and assignment of any agreements between Bakken and Debtors, including without limitation, that certain March 12, 2014 Letter Agreement (the "Letter Agreement") by and

between Debtors and Bakken prior to the deadline for such objection set forth in the Bidding Procedures Order.

39. Nothing in this Order shall be construed to authorize or permit: (a) the sale of any compressors owned by J-W Power Company (“J-W”) or (b) the assumption and/or assignment of any executory contracts between J-W and any Debtor, unless such assumption and/or assignment is subject to a subsequent Court order after notice to J-W and an opportunity to respond or otherwise consented to by J-W.

40. Nothing in this Order shall be construed to authorize or permit: (a) the transfer of any seismic, geological or geophysical data or intellectual property owned by Seitel Data, Ltd., Seitel Data Corp., Seitel Offshore Corp., Seitel Canada, Ltd. f/k/a Olympic Seismic, Ltd. (collectively, “Seitel”); or (b) unless otherwise consented to by Seitel, the assumption and/or assignment of any master license agreement and/or supplemental agreements between Seitel and any Debtor, which assumption and/or assignment, if any, is subject to subsequent Court order after notice to Seitel and an opportunity to respond.

41. Nothing in this Order shall be construed to authorize or permit: (a) the transfer of any seismic, geological or geophysical data or intellectual property owned by TGS-NOPEC Geophysical Company, A2D Technologies, Inc. d/b/a TGS Geological Products and Services, or an affiliate thereof (collectively, “TGS”); or (b) unless otherwise consented to by TGS, the assumption and/or assignment of any license agreement between TGS and any Debtor, which assumption and/or assignment, if any, is subject to subsequent Court order after notice to TGS and an opportunity to respond.

42. Nothing in this Order shall be construed to authorize or permit: (a) the transfer of any seismic, geological or geophysical data, or any software or other intellectual property owned

or licensed by SAP America, Inc. (“SAP”); (b) the assumption and/or assignment of the Software License Agreement between SAP and any Samson Resources Corporation (the “License Agreement”), which such assumption and/or assignment, if any, is subject to subsequent Court order after notice to SAP and an opportunity to respond; or (c) the Debtors’ use of any software or other intellectual property owned or licensed by SAP pursuant to the License Agreement for the benefit of any Buyer or other third party, absent SAP’s prior written consent. Notwithstanding the foregoing, and subject to (i) SAP and the Debtors entering into an amendment to the License Agreement, and (ii) SAP’s review and approval of the terms of any proposed Transition Services Agreement between the Debtors and Buyers, SAP will consent to the Debtors’ provision of transition services to the Buyers using SAP’s software for up to ninety (90) days from the Closing, which services shall be limited to the Debtors’ use of the software to process data for the Buyers and the Buyers receiving only screen access to such data.

43. For the avoidance of doubt, nothing contained in paragraphs 38–42 shall (i) impact the Debtors’ obligation to (a) convey the Assets to the Buyer or (b) provide transition services, each as contemplated under the Resource Asset Purchase Agreement or (ii) constitute a modification, waiver, or release of any right, agreement, covenant, or obligation of Buyer or Seller under the Resource Asset Purchase Agreement.

Inconsistencies with Prior Orders, Pleadings or Agreements

~~32.44.~~ To the extent of any conflict between the ~~Resource Asset Purchase~~ Agreement and this Order, the terms of this Order shall govern. To the extent this Order is inconsistent or conflicts with any prior order or pleading in these chapter 11 cases, the terms of this Order shall govern and any prior orders shall be deemed amended or otherwise modified to the extent required to permit consummation of the Sale.

Failure to Specify Provisions

~~33.45.~~ The failure to specifically reference any particular provisions of the ~~[REDACTED]~~ [Resource Asset Purchase](#) Agreement or other related documents in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the ~~[REDACTED]~~ [Resource Asset Purchase](#) Agreement and other related documents be authorized and approved.

Wilmington, Delaware
Dated: _____, 2016

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

~~K&E Draft 10/16/2016; Attorney Work Product; Confidential~~

Exhibit 1

~~Resource Asset Purchase~~ **Resource Asset Purchase Agreement**

Exhibit 2

Cure Costs