

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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

**ORDER (I) AUTHORIZING (A) THE SALE OF THE 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 (II) GRANTING RELATED RELIEF**

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

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the 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 Rebellion Agreement shall control.

<sup>3</sup> All references to the "Debtors" shall include the debtors and their estates.

dated as of September 13, 2016 (together with all other documents contemplated thereby, as such agreement may be amended, restated or supplemented, the "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] (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 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 or unexpired leases capable of assumption pursuant to section 365 (collectively "Assigned Contracts"), 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 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 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 of Executory Contracts and Unexpired Leases in Connection with 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 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 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 or the Cure Costs. All non-Debtor counterparties to the Assigned Contracts have had an adequate opportunity to object to the assumption and assignment of the Assigned Contracts 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 Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts, 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 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) 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 were duly noticed, were substantively and procedurally fair to all parties, including all Potential Bidders and 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. 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 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 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 Rebellion Agreement, (iii) have taken all corporate action necessary to authorize and approve the 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 Rebellion Agreement, to consummate such transactions.

**Highest and Best Offer; Business Judgment**

K. The Debtors have demonstrated a sufficient basis to enter into the Rebellion Agreement, sell the Assets on the terms outlined therein and assume and assign the Assigned Contracts 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 Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts, 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 "Lien," "Claim," 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, 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 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 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 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 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 Debtors' 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 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, who did not object, or who withdrew their objection, to the Sale, the Motion, the assumption and assignment of the applicable Assigned Contract 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 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 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**

U. The Debtors have demonstrated (i) that it is an exercise of their sound business judgment to assume and assign the Assigned Contracts 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 to the Buyer is in the best interests of the Debtors, their estates and creditors, and other parties in interest. The Assigned Contracts 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 are reasonable and enhance the value of the Debtors' estates. Any non-Debtor counterparty to an Assigned Contract 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, by way of entering into the Rebellion Agreement, and agreeing to the provisions relating to the Assigned Contracts therein, (i) cured, or provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Assigned Contracts 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 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 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 after the Closing shall constitute adequate assurance of future performance under the Assigned Contracts 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 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, 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 Rebellion Agreement and to consummate the Sale pursuant to and in accordance with the terms and conditions of the 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 Rebellion Agreement or perform their obligations under the Rebellion Agreement.

5. The Debtors are authorized, in accordance with the Rebellion Agreement, to execute and deliver, and empowered to perform under, consummate, and implement, the Rebellion Agreement, together with all additional instruments, documents, and other agreements that may be reasonably necessary or desirable to implement the 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 Rebellion Agreement.



**Binding Effect of Order**

6. This Order and the 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, 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 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 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 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 Assumed Liabilities.

#### Vesting of Assets in the Buyer

9. The transfer of the Assets to the Buyer pursuant to the 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 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**

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**

12. Parties with an oil and gas interest or an interest in a Surface Right, including, 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**

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 Law<sup>4</sup> 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 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**

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

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<sup>4</sup> 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 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 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, 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 the Assumed Liabilities), which Assigned Contracts, 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 to the Buyer.

16. Subject to Paragraph 17 hereof:

- a. The Debtors are authorized to and may assume all of the Assigned Contracts in accordance with section 365 of the Bankruptcy Code.
- b. The Debtors are authorized to and may assign each Assigned Contract to the Buyer in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assigned Contract that prohibit or condition the assignment of such Assigned Contract on the consent of the counterparty thereto or allow the non-Debtor party to such Assigned Contract to terminate, recapture, impose any penalty, condition, renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract, 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 by the Debtors to the Buyer have been satisfied.
- d. Upon the Closing, the Assigned Contracts 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 (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 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.
- f. Any portion of an Assigned Contract which purports to permit a landlord thereunder to cancel the remaining term of such Assigned Contract 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 Contract shall not have the right to cancel or otherwise modify the Assigned Contract 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 Contract to the Buyer, or the interruption of business activities at any of the leased premises.

17. All defaults and all other obligations of the Debtors under the Assigned Contracts 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 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), 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 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 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 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 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.

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 that occurs after the effectiveness of such assumption and assignment to the Buyer.

**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 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 third party net profits 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 joint operating agreement or similar agreements that relate to operations of the Assets, except to the extent that such obligations have given rise to liabilities that are matured and 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 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 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 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 consent of the Buyer, and (d) be paid by the Debtors in the time and manner provided for in the Rebellion Agreement without further order of this Court.

**Prohibition of Actions Against the Buyer**

24. Except for the Assumed Liabilities or as expressly permitted or otherwise specifically provided for in the 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 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, 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, 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**

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**

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, 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 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 ("DOI") on the other.

**No Stay of Order**

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**

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), 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**

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.

31. Notwithstanding any other 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 (iii) lands or minerals 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; provided that such consent shall not be withheld by reason of the provisions listed in paragraphs 32 and 35, which provisions are expressly consented to by the United States. Subject to paragraph 34, 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; provided that, for the avoidance of doubt, the provisions in paragraphs 34 and 35 (as applicable) shall become effective and enforceable only upon the DOI and Indian Landowner (as applicable) granting such consent. 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 such Federal Lease, including, without limitation, any outstanding rents or royalties known and satisfactorily documented to date, plus any accrued and unpaid interest lawfully chargeable must be paid (i.e., assumed and/or cured, to the extent appropriate), and nothing in this Order or the Sale Documents 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 and only as provided in paragraphs 32 and 35, to collect from the Debtors and/or the Buyer, under applicable federal regulations, any additional monies owed by the Debtors that accrued prior to the transfer or assignment of the Federal Leases.

32. Notwithstanding anything to the contrary in this Order (including, without limitation, paragraphs 31 and 34), and solely as to the Federal Leases that do not involve land or minerals owned by or held in trust for Indian Landowners (the "Non-Indian/Tribal Federal Leases"):

- a. with respect to any audit or compliance review initiated or commenced by DOI, or its delegee, after the date of this Order (collectively, a "Future Audit"), the Debtors shall be responsible for any audit or compliance review of the Non-Indian/Tribal Federal Leases solely for the time periods prior to the Effective Date, and, if appropriate, DOI shall collect only from the Debtors' estates (and shall not seek to collect from the Buyer for any such periods) without regard to any bar date for prepetition claims established in these chapter 11 cases), and only the Debtors' estates can seek or collect refunds, credits or deductions, if any, with respect to any such periods (collectively, the "Pre-Effective Date Periods"), and all rights

and defenses of the Debtors and their estates are fully preserved with respect thereto;

- b. with respect to any Future Audit, the Buyer shall be responsible for any audit or compliance review of the Non-Indian/Tribal Federal Leases for the time periods on or after the Effective Date and, if appropriate, DOI shall collect only from the Buyer (and shall not seek to collect from the Debtors for any such periods), and only the Buyer can seek or collect refunds, credits or deductions, if any, with respect to any such periods (collectively, the "Post-Effective Date Periods"), and the Buyer shall not be entitled to any administrative claim for reimbursement of any obligations for Future Audits related to the Post-Effective Date Periods;
- c. any allowed claim arising from a Future Audit related to the Non-Indian/Tribal Federal Leases for amounts that accrued during the Pre-Effective Date Periods and prior to the Petition Date shall constitute a prepetition general unsecured claim (and shall be subject to any valid setoff rights against the Debtors' estates in favor of the DOI for such period prior to the Petition Date);
- d. any allowed claim arising from a Future Audit related to the Non-Indian/Tribal Federal Leases for amounts that accrued during the Pre-Effective Date Periods and on or after the Petition Date shall give rise to an administrative expense claim (and shall be subject to any valid setoff rights against the Debtors' estates in favor of the DOI for such period before the Effective Date and on or after the Petition Date);
- e. notwithstanding the foregoing provisions of this paragraph, no distribution under any confirmed chapter 11 plan will be deferred, delayed, or otherwise withheld on account of potential claims arising from any Future Audit related to the Non-Indian/Tribal Federal Leases with respect to the Pre-Effective Date Periods, and no monies for any Future Audit related to the Non-Indian/Tribal Federal Leases found due and owing will be reserved, escrowed, or otherwise set aside by the Debtors' estates (and the DOI shall not object to confirmation of any chapter 11 plan on the grounds that it does not reserve, escrow, or otherwise set aside monies on account of Future Audit claims that are unasserted as of the hearing to consider confirmation of such plan); provided that nothing in any confirmed chapter 11 plan will bar or otherwise discharge such potential claims which, if funds are available, shall be paid under the terms of the plan; and
- f. notwithstanding the foregoing provisions of this paragraph, nothing prejudices DOI with respect to the treatment of other federal and Indian oil and gas leases not covered by this Order, and the Debtors, DOI, and all other parties in interest reserve all rights and defenses with respect to any issue hereunder, including, without limitation, how such leases will be treated in any chapter 11 plan (and related asset sales) or other future



sales.

33. For the avoidance of doubt, the respective obligations of the Debtors and the Buyer to the United States and/or Indian Landowners shall be governed, as between the Debtors and the Buyer (and without prejudicing the rights of any other entity), by the Rebellion Agreement or otherwise applicable law (to the extent not covered by the Rebellion Agreement).

34. The Debtors and the Buyer, if able to obtain DOI's consent to transfer an interest in the Federal Leases, will retain all defenses and/or rights to challenge any determinations relating to the Federal Leases; provided, however, that any challenge, including, without limitation, any challenge associated with this bankruptcy proceeding and/or the DOI's exercise of its rights of consent, 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., as amended) to the extent applicable to the Federal Lease(s) under non-bankruptcy law. For the avoidance of doubt, oil and gas royalties become due at the end of the month following the month during which the oil or gas was produced from the Federal or Indian land. Further, nothing in the Sale Documents or this Order shall affect the United States' police and regulatory powers or prohibit or limit DOI's right to draw on any surety bond issued to support the Debtors' obligations under the Federal Leases, and all parties, including the Debtors and the Buyer, reserve and preserve all rights and defenses thereto with respect to such bonds, and the United States' rights to offset or recoup any amounts due under, or relating to, any Federal Leases (if any) are expressly preserved, as are the Debtors' defenses and rights thereto.

35. Notwithstanding anything to the contrary (including, without limitation, paragraphs 31 and 32 of this Order or anything in the Sale Documents or applicable regulations),

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. Further, notwithstanding any provision of this Order or the Sale Documents, the Buyer acknowledges that, as between the Buyer and the DOI, it must accept, as a condition to obtain DOI's consent in accordance with applicable regulations (including, without limitation, 25 C.F.R. § 211.53(c)), all responsibilities and prior obligations and liabilities of the Debtors (including but not limited to any underpaid royalties and rentals) with respect to any Federal Leases involving land or minerals owned by or held in trust for Indian Landowners sought to be assumed and assigned to the Buyer pursuant to the Rebellion Agreement.

36. Notwithstanding anything to the contrary in this Order or the Sale Documents, any and all rights and defenses of (a) the Debtors with respect to any claim asserted by the Indian Landowners after entry of this Order, whether directly against the Debtors or indirectly through the Buyer, and regardless of whether it is for cure costs, audit for unpaid royalties, or otherwise, and (b) the Buyer with respect to any claim asserted by the Indian Landowners after entry of this Order, whether directly against the Buyer or indirectly through the Debtors, and regardless of whether it is for cure costs, audit for unpaid royalties, or otherwise, are in each case all fully reserved and preserved.

37. 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.

38. 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.

39. 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.

40. 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 the 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 the Buyer, SAP will consent to the Debtors' provision of transition services to the Buyer 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 Buyer and the Buyer receiving only screen access to such data.

41. 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 the 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 the Buyer.

42. 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.

43. For the avoidance of doubt, nothing contained in paragraphs 30–42 shall (i) impact the Debtors' obligation to (a) convey the Assets to the Buyer or (b) provide transition services, each as contemplated under the Rebellion Agreement or (ii) constitute a modification,

waiver, or release of any right, agreement, covenant, or obligation of the Buyer or the Seller under the Rebellion Agreement.

**Inconsistencies with Prior Orders, Pleadings or Agreements**

44. To the extent of any conflict between the 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**

45. The failure to specifically reference any particular provisions of the 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 Rebellion Agreement and other related documents be authorized and approved.

Wilmington, Delaware  
Dated: October 28, 2016



THE HONORABLE CHRISTOPHER S. SONTCHI  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**Rebellion Agreement**

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**ASSET PURCHASE AGREEMENT**  
**DATED AS OF SEPTEMBER 13, 2016,**  
**BY AND BETWEEN**  
**SAMSON RESOURCES COMPANY,**  
**AS SELLER,**  
**AND**  
**REBELLION ENERGY, LLC,**  
**AS BUYER**

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## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (this “Agreement”), dated as of September 13, 2016 (the “Execution Date”), but effective for all purposes as of the Effective Date, is by and between Samson Resources Company, an Oklahoma corporation, whose address is Samson Plaza, Two West Second Street, Tulsa, Oklahoma 74103 (“Seller”), and Rebellion Energy, LLC, a Delaware limited liability company, whose address is 5416 S. Yale, Suite 300, Tulsa, Oklahoma 74135 (“Buyer”). Capitalized terms used but not otherwise defined herein have the meanings set forth in Article 1. Seller and Buyer are sometimes referred to collectively herein as the “Parties” and individually as a “Party”.

### RECITALS

**WHEREAS**, Seller is engaged in the business of onshore oil and natural gas exploration, development and production in the United States of America, and owns, in varying proportions, certain oil and gas leases and associated assets more particularly described in Section 2.1;

**WHEREAS**, on September 16, 2015, Seller commenced a voluntary case under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

**WHEREAS**, Seller desires to sell to Buyer all of the Assets, and Buyer desires to purchase from Seller all of the Assets and assume all of the Assumed Liabilities, upon the terms and conditions hereinafter set forth;

**WHEREAS**, the Parties intend to effectuate the transactions contemplated by this Agreement through a sale of the Assets pursuant to Sections 105, 363 and 365 of the Bankruptcy Code; and

**WHEREAS**, Seller’s ability to consummate the transactions set forth in this Agreement is subject to, among other things, the entry of the Sale Order by the Bankruptcy Court.

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

## ARTICLE 1

### DEFINITIONS

#### 1.1 Definitions.

For purposes of this Agreement, the following terms have the meanings specified or referenced below.

“Accounting Referee” has the meaning set forth in Section 8.14.

“Action” means any legal action, suit or arbitration, or any inquiry, proceeding or investigation, by or before any Governmental Authority.

“Adjustment Holdback Amount” means one percent (1%) of Base Purchase Price.

“AFEs” has the meaning set forth in Section 5.8.

“Affiliate” means, with respect to any Person, any other Person that directly or indirectly (through one or more intermediaries) Controls, is Controlled by, or is under common Control with, such specified Person; provided that Kohlberg Kravis Roberts & Co. L.P. and all private equity funds, portfolio companies, parallel investment entities, and alternative investment entities owned, managed, or Controlled by Kohlberg, Kravis Roberts & Co. L.P. shall not be considered or otherwise deemed to be an

“Affiliate” of Seller. For the avoidance of doubt, Subsidiaries of Seller shall be “Affiliates” of Seller for purposes of this Agreement.

“Agreement” has the meaning set forth in the introductory paragraph.

“Allocated Value” has the meaning set forth in Section 8.2.

“Alternative Transaction” means a sale or other transaction involving the conveyance of all or substantially all of the Assets to anyone other than Buyer or its assignees.

“Applicable Employees” means those employees of Seller and its Subsidiaries that are listed on Schedule 8.5.

“Asset Taxes” has the meaning set forth in Section 8.1(b).

“Assets” has the meaning set forth in Section 2.1(b).

“Assigned Contracts” has the meaning set forth in Section 2.1(b)(ix).

“Assigned Leases and Interests” has the meaning set forth in Section 2.1(b)(i).

“Assignment” means the Assignment and Bill of Sale substantially in the form attached hereto as **Exhibit G**.

“Assumed Liabilities” has the meaning set forth in Section 2.3.

“Assumption Agreement” has the meaning set forth in Section 2.3.

“Auction” has the meaning set forth in the Bidding Procedures.

“Avoidance Actions” means any and all claims for relief of Seller under chapter 5 of the Bankruptcy Code.

“Backup Bidder” has the meaning set forth in the Bidding Procedures.

“Bankruptcy Case” means the case commenced by Seller under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, styled In re: Samson Resources Corporation, *et al.*, jointly administered under Case No. 15-11934, and pending before the Bankruptcy Court.

“Bankruptcy Code” means Title 11 of the United States Code, Sections 101 *et seq.*

“Bankruptcy Court” has the meaning set forth in the recitals.

“Base Purchase Price” has the meaning set forth in Section 3.1.

“Bid Deadline” has the meaning set forth in the Bidding Procedures Order.

“Bidding Procedures” means those bid procedures attached as Schedule 1 to Exhibit A of that certain Debtors’ Motion for Entry of an Order (i) Establishing Bidding Procedures and Granting Relief and (ii) Approving the Sale of Certain Assets Free and Clear of Liens, Claims, Encumbrances, and Interests, filed as Document No. 1322 in the Bankruptcy Case.

“Bidding Procedures Order” means an Order entered by the Bankruptcy Court approving the Bidding Procedures.

“Break-Up Fee” has the meaning set forth in Section 11.2(b).

“Business Day” means any day, other than Saturday or Sunday, on which commercial banks are open for commercial business with the public in Tulsa, Oklahoma.

“Buyer” has the meaning set forth in the introductory paragraph.

“Buyer Parties” means Buyer, its respective Affiliates, and the former, current or future equity holders and Representatives of each of the foregoing.

“Buyer Termination Notice” has the meaning set forth in Section 11.1(b)(i).

“Casualty Loss” means any loss, damage or destruction of the Assets that occurs during the period between the Execution Date and the Closing Date for any reason, including any act of God, fire, explosion, collision, earthquake, windstorm, flood, or other casualty or condemnation taking under the right of eminent domain, but excluding any loss, damage, or destruction as a result of depreciation, ordinary wear and tear, and any change in condition of the Assets for production of Hydrocarbons through normal depletion (which exclusion shall include the watering-out of any Well, collapsed casing, sand infiltration of any Well, or other reservoir changes relating to production issues).

“Closing” has the meaning set forth in Section 4.1.

“Closing Date” has the meaning set forth in Section 4.1.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contract” means any agreement, contract, obligation, promise or undertaking (in each case, whether written or oral), other than a Lease, that is legally binding.

“Contract Notice” has the meaning set forth in Section 2.5(b).

“Control” means the ability (directly or indirectly through one or more intermediaries) to direct or cause the direction of the management or affairs of a Person, whether through the ownership of voting interests, by contract or otherwise.

“Copyrights” means all United States and foreign copyright rights in any original works of authorship, whether registered or unregistered, including all copyright registrations and applications.

“Cure” means correction of a condition in a manner such that a reasonable person in the oil and gas industry would no longer consider the condition, as corrected, to constitute a breach of Seller’s representations and warranties set forth in Sections 5.20 or 5.21, as applicable.

“Cure Adjustment Threshold” has the meaning set forth in Section 2.5(c).

“Cure Costs” has the meaning set forth in Section 2.5(a).

“Cure Schedule” has the meaning set forth in Section 2.5(b).

“Defensible Title” means that title which, as of the Effective Date, and subject to any Permitted Encumbrances: (a) entitles Seller and the Transferring Subsidiaries, in the aggregate, to receive and retain a Net Revenue Interest for the applicable Well which is not less than the Net Revenue Interest set forth for such Well in Exhibit D, except for any decrease (i) caused by orders of the appropriate Governmental Authority having jurisdiction that are promulgated after the Effective Date that concern pooling, unitization, communitization or spacing matters, or (ii) caused by Buyer or its successors or assigns; (b) obligates Seller and the Transferring Subsidiaries, in the aggregate, for each Well, to bear a Working Interest for such Well which is not more than the Working Interest set forth for such Well in Exhibit D, except for any increase (i) caused by Buyer or its successors or assigns, (ii) that also results in at least a proportional increase in Net Revenue Interest associated with the Well, or (iii) caused by orders of the appropriate Governmental Authority having jurisdiction that are promulgated after the Effective Date that concern pooling, unitization, communitization or spacing matters; (c) with respect to the Assigned Leases and Interests, (i) entitles Seller, as to any period or periods during the duration of the term of each such Lease, to not less than the Net Acres set forth for such Lease on Exhibit C, and (ii) entitles Seller to receive, as to any period or periods during the duration of the term of such Lease, the Net Revenue Interest from such Lease, which is not less than the Net Revenue Interest set forth on Exhibit C with respect to such Lease; and (d) is free and clear of all Encumbrances.

“Deposit” has the meaning set forth in Section 3.2.



“Designation Deadline” means the Bid Deadline, as such term is defined in the Bidding Procedures Order.

“Disclosure Schedule” has the meaning set forth in Article 5.

“Effective Date” means 12:00 a.m. on July 1, 2016.

“Encumbrance” means any charge, lien, claim, cause of action, mortgage, lease, sublease, hypothecation, deed of trust, pledge, security interest, option, right of use or possession, right of first offer or first refusal, right to setoff, successor liability, easement, servitude, restrictive covenant, encroachment, encumbrance, third party interest or other restriction or limitation of any kind.

“Environmental Laws” means any and all present and future Legal Requirements, statutes, regulations, rules, orders, ordinances, codes, plans, requirements, criteria, standards, decrees, judgments, injunctions, notices, demand letters, permits, licenses or determinations issued, or promulgated by any Governmental Authority now or hereafter in effect, and in each as amended or supplemented from time to time, and any applicable administrative or judicial interpretation thereof, pertaining to (a) use, storage, emission, discharge, clean-up, release, or threatened release of pollutants, contaminants, NORM, chemicals, or industrial, toxic or hazardous substances (collectively, “Pollutants”) on or into the environment or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of Pollutants, (b) health, (c) the environment or (d) wildlife or natural resources applicable to the Assets and in effect in or for the jurisdiction in which the Assets are located, including the Clean Air Act (Air Pollution Control Act), the Clean Water Act (CWA), the Federal Water Pollution Act, the Rivers and Harbors Act, the Safe Drinking Water Act, the National Environmental Policy Act of 1969 (NEPA), the Endangered Species Act (ESA), the Fish and Wildlife Conservation Act of 1980, the Fish and Wildlife Coordination Act (FWCA), the Oil Pollution Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Superfund Amendments and Reauthorization Act of 1986 (SARA), the Resources Conservation and Recovery Act (RCRA), the Toxic Substance Control Act, the Occupational, Safety and Health Act (OSHA), the Emergency Planning and Community Right-To-Know Act (EPCRA), the Hazardous Materials Transportation Act, the Hazardous and Solid Waste Amendments of 1984 (HSWA) and any and all other applicable present and future federal, state and local Legal Requirements, statutes, regulations, rules, orders, ordinances, codes, plans, requirements, criteria, standards, decrees, judgments, injunctions, notices, demand letters, permits, licenses or determinations whose purpose is to regulate Pollutants or to conserve or protect health and safety, the environment, wildlife or natural resources as any of the foregoing are now existing or may hereafter be amended or interpreted.

“Equipment” has the meaning set forth in Section 2.1(b)(v).

“Escrow Agent” has the meaning set forth in Section 3.2.

“Excluded Assets” has the meaning set forth in Section 2.2.

“Excluded Contracts” means those Contracts described on Schedule 2.2(h).

“Excluded Leases and Interests” means those Leases and Mineral Interests described on Schedule 2.2(g).

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Excluded Records” means (a) the general corporate files and records of Seller or any Transferring Subsidiary, insofar as they relate to Seller’s or such Transferring Subsidiary’s business generally and are not required for the future ownership or operation of the Assets, (b) all legal files and records to the extent privileged or constituting attorney work product or attorney-client communications (other than title opinions), (c) Seller’s and the Transferring Subsidiary’s federal or state income, franchise or margin tax files and records, (d) employee files, (e) reserve evaluation information or economic projections, (f) records relating to the sale of the Assets, including competing bids, (g) proprietary data,

information and data under contractual restrictions on assignment or disclosure, except when consents are received to assign or disclose, (h) privileged information and (i) any other files or records to the extent relating to any Excluded Assets or expressly excluded from the Assets pursuant to Section 2.1(b)(xii).

“Execution Date” has the meaning set forth in the introductory paragraph.

“Expense Reimbursement” means an amount, for which Seller shall be liable under the circumstances set forth in Article 11 equal to the reasonable documented out-of-pocket costs and expenses of Buyer (including reasonable, documented expenses of counsel, investment bankers and other outside consultants, and other reasonable, documented expenses) related to negotiating this Agreement and investigating Seller and the Assets in the aggregate up to a maximum amount of 1.5% of the Base Purchase Price, which amount, upon entry of the Bidding Procedures Order, shall constitute an administrative expense of Seller under Section 364(c)(1) of the Bankruptcy Code, and be paid as set forth in Article 11.

“Exhibit Supplement” has the meaning set forth in Section 7.5(a).

“Final Order” means an Action taken or Order issued by the applicable Governmental Authority as to which: (a) no request for stay of the Action or Order is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by statute or regulation, it is passed, including any extensions thereof; (b) no petition for rehearing or reconsideration of the Action or Order, or protest of any kind, is pending before the Governmental Authority and the time for filing any such petition or protest is passed; (c) the Governmental Authority does not have the Action or Order under reconsideration or review on its own motion and the time for such reconsideration or review has passed; and (d) the Action or Order is not then under judicial review, there is no notice of appeal or other application for judicial review pending, and the deadline for filing such notice of appeal or other application for judicial review has passed, including any extensions thereof.

“Final Settlement Statement” has the meaning set forth in Section 8.14.

“Governmental Authority” means any court or tribunal (including an arbitrator or arbitral panel) in any jurisdiction (domestic or foreign) or any federal, tribal, state, county, municipal or other governmental or quasi-governmental body, agency, authority, department, board, commission, bureau, official or other authority or instrumentality.

“Governmental Authorization” means any approval, consent, license, permit, waiver or other authorization issued, granted or otherwise made available by or under the authority of any Governmental Authority.

“Hard Consent” has the meaning set forth in Section 2.6.

“Hazardous Substance” means any Pollutant and any “contaminant,” “chemical,” “constituents,” “hazardous waste,” “hazardous material” or “hazardous substance” under any Environmental Laws.

“Hydrocarbons” means oil, gas, minerals, casinghead gas, coalbed methane, and other gaseous and liquid hydrocarbons, or any combination of the foregoing, sulfur extracted from hydrocarbons, produced from and attributable to the Properties.

“Imbalances” means over-production or under-production or over-deliveries or under-deliveries with respect to Hydrocarbons produced from or allocated to the Properties, regardless of whether such over-production or under-production or over-deliveries or under-deliveries arise at the wellhead, pipeline (taking into account any line fill), gathering system, transportation system, processing plant, or other location, including any imbalances under gas balancing or similar agreements, imbalances under production handling agreements, imbalances under processing agreements, imbalances under the Assigned Leases and Interests, imbalances under gathering or transportation agreements, and imbalances under operating agreements.

“Intellectual Property” means all intellectual property, including all Copyrights, Patents and Trademarks, owned, used or licensed by Seller and used or held for use exclusively in the ownership and operation of the Assets, but specifically excluding, for the avoidance of doubt, (a) all seismic, geological, geochemical or geophysical data licensed from a third-party by Seller and any of Seller’s interpretations of such data and (b) that certain intellectual property being more particularly described on Schedule 2.1(b)(xiv).

“Knowledge” means, with respect to any matter in question, (a) in the case of Seller, the actual or constructive knowledge of any of the individuals listed on Schedule 1.1(a) with respect to such matter, and (b) in the case of Buyer, the actual knowledge (without any duty of inquiry) of any of the individuals listed on Schedule 1.1(b) with respect to such matter. For purposes hereof, an individual has “constructive knowledge” of those matters which the individual involved could reasonably be expected to have as a result of undertaking an investigation of such a scope and extent as a reasonably prudent Person would undertake concerning the particular subject matter (including discussions with the direct reports of such Person).

“Known Receivables” means all expenditures incurred by Seller prior to the Effective Date in connection with the ownership, operation and maintenance of the Properties (including rentals, overhead, royalties, Lease option and extension payments, Taxes and other charges and expenses billed under applicable operating agreements or governmental statute(s)) and billed to third party working interest owners, which, as of two (2) Business Days prior to the Closing Date, remain outstanding and owed to Seller, such amounts and third parties being more particularly described on Schedule 2.1(b)(xiii), which the Parties shall agree to as of the date hereof and shall be updated as agreed to by the Parties two (2) Business Days prior to the Closing Date.

“Lease” means any existing oil and gas lease, oil, gas and mineral lease, sublease, and other leasehold interest, and the leasehold estates created thereby, including carried interests, rights of recoupment, options, reversionary interests, convertible interests, rights to reassignment and rights derived from pooling or unitization.

“Legal Requirement” means any federal, state, provincial, local, municipal, foreign, international, multinational, or other administrative Order, constitution, law, ordinance, principle of common law, regulation, statute or treaty.

“Liability” means any and all claims, rights, demands, causes of action, liabilities (including civil fines), obligations, damages, losses, fines, penalties, sanctions of every kind and character (including reasonable fees and expenses of attorneys, technical experts and expert witnesses), judgments or proceedings of any kind or character whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and whether arising or founded in law, equity, statute, contract, tort, strict liability or voluntary settlement, and all reasonable expenses, costs and fees (including reasonable attorneys’ fees) in connection therewith.

“Material Adverse Effect” means any change, event or occurrence that individually or in the aggregate (taking into account all other such changes, events or occurrences) has had a material adverse change in or material adverse effect on the Assets taken as a whole, but excluding (a) any change or effect to the extent that it results from or arises out of (i) the pendency of the Bankruptcy Case or the financial condition of Seller; (ii) the execution and delivery of this Agreement or the announcement thereof or consummation of the transactions contemplated hereby; (iii) changes in (or proposals to change) Legal Requirements, generally accepted accounting principles or other accounting regulations or principles; (iv) acts of God, including hurricanes, storms and other natural disasters; or (v) any action contemplated by this Agreement or taken at the request of Buyer; (b) any change or effect generally applicable to (i) the industries and markets in which Seller operates or (ii) economic or political conditions or the securities or financial markets in any country or region; (c) any outbreak or escalation of hostilities or war or any act of terrorism; (d) the departure of officers or directors of Seller after the

Execution Date; (e) any objections in the Bankruptcy Court to (i) this Agreement and the other Transaction Documents and the transactions contemplated hereby and thereby, (ii) the reorganization of Seller and any related plan of reorganization or disclosure statement, (iii) the Bidding Procedures or the Sale Motion, or (iv) the assumption or rejection of any Material Assigned Contract; (f) any Order of the Bankruptcy Court or any actions or omissions of Seller in compliance therewith; (g) any action taken by Seller at the request of, or with the consent of, Buyer; and (h) any of the matters disclosed on a Disclosure Schedule to this Agreement.

“Material Assigned Contracts” means, to the extent related to the Assets, the following: (a) any Assigned Contract that can reasonably be expected to result in aggregate payments by or revenues to Seller (and/or the Transferring Subsidiaries) or Buyer with respect to the Assets of more than One Hundred and Fifty Thousand Dollars (\$150,000) net to the interest of Seller (and/or the Transferring Subsidiaries) or of Buyer, on a pro forma basis, during the current fiscal year (based solely on the terms thereof and without regard to any expected increase in volumes or revenues); (b) any Hydrocarbon purchase and sale, exchange, marketing, compression, gathering, transportation, processing, refining or similar Assigned Contracts (in each case) to which Seller (and/or any Transferring Subsidiary) is a party (or to which any portion of the Assets is subject) with respect to Hydrocarbons from the Assets that is not terminable without penalty on ninety (90) days or less notice (including any Assigned Contract providing for volumetric or monetary commitments or indemnification therefor or for dedication of future production); (c) any Assigned Contract binding upon Seller (and/or the Transferring Subsidiaries) to sell, lease, farmout, or otherwise dispose of or encumber any interest in any of the Assets after the Effective Date, other than (i) conventional rights of reassignment arising in connection with Seller’s (and/or the Transferring Subsidiaries’) surrender or release of any of the Assets (except where any such right of reassignment has already been triggered) or (ii) conventional rights of reassignment arising in connection with a payout, risk penalty, recoupment period or similar obligation where Seller’s and the Transferring Subsidiaries’ Net Revenue Interest after reassignment, or Seller’s and the Transferring Subsidiaries’ after-payout interest is reflected on Exhibit D; (d) any Assigned Contract that would obligate Buyer, individually or in connection with a third party, to drill additional wells or conduct other material development operations after the Closing; (e) any Assigned Contract that constitutes a non-competition agreement or any agreement that purports to materially restrict, limit, or prohibit the manner in which, or the locations in which, Seller and/or the Transferring Subsidiaries conduct business, including areas of mutual interest; (f) any Assigned Contract between Seller (and/or any Transferring Subsidiary), on the one hand, and any Affiliates of Seller (and/or any Transferring Subsidiary), on the other hand, or which provides for any call upon, option to purchase, or similar rights with respect to the Assets or to the production therefrom or the processing thereof, or is a dedication of production or otherwise requires production to be transported, processed or sold in a particular fashion; (g) any Assigned Contract that constitutes a joint or unit operating agreement; and (h) any Assigned Contract that constitutes a farmout agreement, partnership agreement, participation agreement, joint venture agreement, or similar Contract under which Seller or any of its Subsidiaries is a party.

“Mineral Interests” means all mineral fee interests, mineral rights and mineral servitudes in which Seller owns an interest, including royalty interests, overriding royalty interests, net profits interests, production payments and, without limiting the foregoing, other rights of a similar nature, whether legal or equitable, whether vested or contingent.

“Miscellaneous Corporate Property” has the meaning set forth in Section 2.1(b)(vi).

“Net Acres” means, with respect to a Lease included in the Properties, the undivided interest of Seller in the leasehold estate created by the applicable Lease multiplied by the number of acres covered by the Lease multiplied by lessor’s percentage interest in the oil and gas mineral estate in the land covered by the Lease.

“Net Revenue Interest” means, for any Property, Seller’s and the Transferring Subsidiaries’ aggregate share of the Hydrocarbons produced, saved and marketed therefrom (after satisfaction of all other royalties, overriding royalties, nonparticipating royalties, net profits interests, or other similar burdens on or measured by production of Hydrocarbons).

“Non-Disclosure Agreement” has the meaning set forth in Section 13.1.

“NORM” means naturally occurring radioactive materials.

“Order” means any award, writ, injunction, judgment, order or decree entered, issued, made, or rendered by any Governmental Authority.

“Outside Date” has the meaning set forth in Section 11.1(a)(iii).

“Party” or “Parties” has the meaning set forth in the introductory paragraph.

“Party Affiliate” has the meaning set forth in Section 13.14.

“Patents” means United States and foreign patents and patent applications, as well as any continuations, continuations-in-part, divisions, extensions, reexaminations, reissues, renewals and patent disclosures related thereto.

“Paying Party” has the meaning set forth in Section 8.1(c).

“Permits” has the meaning set forth in Section 2.1(b)(viii).

“Permitted Encumbrances” means any of the following to the extent related to the Assets: (a) any rights, obligations, or duties reserved to or vested in any municipality or other Governmental Authority to control or regulate any Asset in any manner including all applicable Legal Requirements; (b) the terms and conditions of all agreements related to refining or processing of Hydrocarbons, operating agreements, unitization, pooling, and communitization agreements, farmins, farmouts, area of mutual interest agreements, declarations, or orders, construction agreements, construction and operation agreements, participation agreements, shoot-to-earn agreements, exploration agreements, partnership agreements, processing agreements, plant agreements, pipeline, gathering, exchange, and transportation agreements, disposal agreements, permits, licenses, and any other agreements affecting the Assets, but in each case, only to the extent that they do not, individually or in the aggregate, (i) operate to reduce Seller’s and the Transferring Subsidiaries’ Net Revenue Interest in a Well below that shown in **Exhibit D**, or increase Seller’s and the Transferring Subsidiaries’ Working Interest in a Well above that shown in **Exhibit D** without a proportionate increase in the Net Revenue Interest, or (ii) adversely affect the ownership and/or operation of the affected Assets in any material respect; (c) subject to Section 2.5, Section 2.6 and any related adjustments to Base Purchase Price contemplated by this Agreement, any consent applicable to the transactions contemplated hereby; (d) easements, rights-of-way, servitudes, permits, surface leases and other similar rights on, over or in respect of any of the Assets, as long as any such encumbrances, individually or in the aggregate, do not interfere in any material respect with the use or operation of the Assets burdened thereby; (e) royalties, overriding royalties, production payments, net profits interests, reversionary interests, carried interests, and similar burdens with respect to a Well if the net cumulative effect of such burdens does not operate to reduce Seller’s and the Transferring Subsidiaries’ Net Revenue Interest in such Well below that shown in **Exhibit D**, or increase Seller’s and the Transferring Subsidiaries’ Working Interest in such Well above that shown in **Exhibit D** without a proportionate increase in the Net Revenue Interest; (f) defects or irregularities of title (i) as to which the relevant statute(s) of limitations or prescription would bar any attack or claim against Seller’s and/or the Transferring Subsidiaries’ title, (ii) arising out of lack of corporate authorization or a variation in corporate name, (iii) consisting of the failure to recite marital status or omissions of heirship proceedings in documents, or (iv) resulting from lack of survey unless a survey is required by applicable Legal Requirements, in each case, unless Buyer provides evidence that such defect or irregularity could result in another Person’s superior claim to title; (g) liens or other Encumbrances for Taxes that are (i) not yet due

and payable, (ii) thereafter payable without penalty, or (iii) being contested in good faith by appropriate proceedings; (h) materialman's, mechanic's, repairman's, employee's, contractor's, operator's and other similar liens or Encumbrances arising in the ordinary course of business for payments not yet delinquent that are inchoate and have not been perfected pursuant to law or that are contained in joint operating agreements or similar agreements covering the Assets and, in each case, that will be released at Closing from the Assets pursuant to the Sale Order without cost or Liability to Buyer; (i) Imbalances, subject to any related adjustments to Base Purchase Price contemplated by this Agreement; (j) plugging and surface restoration obligations; (k) all rights to consent or approval by, required notices to, filings with, or other actions by, Governmental Authorities in connection with the conveyance of the Assigned Leases and Interests, if the same are customarily sought and received after the Closing; (l) calls on Hydrocarbon production under any Assigned Contracts; (m) the terms and conditions of the Assigned Leases and Interests, including any depth limitations or similar limitations that may be set forth therein and any liens or security interests reserved in the Assigned Leases and Interests for royalty, bonus, or rental, or for compliance with the terms of the Assigned Leases and Interests; (n) mortgages on the lessor's interest under an Assigned Lease and Interest; (o) subject to Section 8.12 and any related adjustments to the Base Purchase Price contemplated by this Agreement, Preferential Purchase Rights listed on Disclosure Schedule 5.10 with respect to which, prior to Closing, waivers are obtained from the appropriate parties or the time for asserting such rights has expired without an exercise of such rights; (p) any maintenance of uniform interest provision in an operating agreement; (q) liens or trusts arising in connection with workers' compensation, unemployment insurance, or pension; (r) conventional rights of reassignment obligating Seller and/or any Transferring Subsidiary to reassign its interest in any portion of the Assigned Leases and Interests to a third party, if such right is only triggered when Buyer expressly indicates its intention to release or abandon such interest prior to the expiration of the primary term or other termination of such interest; and (s) any Encumbrances that will be released by the Sale Order without cost or Liability to Buyer.

"Person" means any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, estate, trust, association, organization or other entity or Governmental Authority.

"Pollutants" has the meaning set forth in the definition of "Environmental Laws".

"Post-Closing Covenant" has the meaning set forth in Section 12.1.

"Preferential Purchase Right" means any right or agreement that enables any Person to purchase or acquire any Asset or any interest therein or portion thereof as a result of or in connection with the execution or delivery of this Agreement or the consummation of the transactions contemplated hereby.

"Preliminary Settlement Statement" means that certain statement provided by Seller to Buyer pursuant to Section 8.13, as amended (if applicable) by mutual agreement prior to Closing, setting forth those initial adjustments to the Base Purchase Price made at Closing.

"Proceeding" means any Action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority.

"Properties" has the meaning set forth in Section 2.1(b)(ii).

"Purchase Price" has the meaning set forth in Section 3.1.

"Records" has the meaning set forth in Section 2.1(b)(xii).

"Reimbursing Party" has the meaning set forth in Section 8.1(c).

"Representative" means, with respect to a particular Person, any director, officer, member, manager, partner, employee, agent, consultant, advisor, investor, shareholder, contractor,

subcontractor or other representative of such Person, including legal counsel, accountants and financial advisors.

“Sale Motion” means the motion or motions, in form and substance reasonably satisfactory to Buyer, filed by Seller pursuant to, *inter alia*, Sections 105, 363 and 365 of the Bankruptcy Code seeking entry of the Bidding Procedures Order and the Sale Order and approval of the transactions contemplated by this Agreement.

“Sale Order” means an Order of the Bankruptcy Court, in form and substance approved by Buyer (such approval not to be unreasonably withheld or conditioned so long as the Order is not inconsistent with, and does not limit the rights of Buyer under, this Agreement or the Bidding Procedures), pursuant to, *inter alia*, Sections 105, 363 and 365 of the Bankruptcy Code authorizing and approving, *inter alia*, the sale of the Assets to Buyer on the terms and conditions set forth herein, free and clear of all encumbrances (as defined in the Sale Order), and the assumption and assignment of the Assigned Contracts and the Assigned Leases and Interests to Buyer, and containing a finding that Buyer has acted in “good faith” within the meaning of Section 363(m) of the Bankruptcy Code.

“Schedule Supplement” has the meaning set forth in Section 7.5(a).

“Seller” has the meaning set forth in the introductory paragraph.

“Seller Credit Obligations” has the meaning set forth in Section 8.7(c).

“Seller Group” means Seller, its respective Affiliates and the former, current or future partners, co-owners, equity holders and Representatives of each of the foregoing.

“Seller Termination Notice” has the meaning set forth in Section 11.1(c)(i).

“Straddle Period” has the meaning set forth in Section 8.1(b).

“Subsidiary” means any entity with respect to which a specified Person (or a Subsidiary thereof) has the power, through the ownership of securities or otherwise, to elect a majority of the directors or similar managing body.

“Successful Bidder” has the meaning set forth in the Bidding Procedures.

“Supplement” has the meaning set forth in Section 7.5(a).

“Surface Rights” means all surface leases, subsurface leases, rights-of-way, licenses, easements and other surface or subsurface rights agreements applicable to, or used or held in connection with the ownership, operation, maintenance or repair of, or the production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or produced water from, the Properties, together with all surface fee interests in the lands covered by the Assigned Leases and Interests.

“Suspense Funds” means the proceeds of production and associated penalties and interest in respect of any of the Assets that are payable to third parties and are being held in suspense by Seller as the operator of such Assets prior to the Effective Date, such proceeds of production and associated penalties and interest being more particularly described on Schedule 2.3(d), which the Parties shall agree as of the date hereof and which shall be updated pursuant to Section 7.9.

“Tax” or “Taxes” (and with correlative meaning, “Taxable” and “Taxing”) means any federal, state, provincial, local, foreign or other income, alternative, minimum, add-on minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth, capital, profits, intangibles, windfall profits, gross receipts, value added, sales, use, goods and services, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental (including taxes under Section 59A of the Code), natural resources, real property, personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers’ compensation, payroll, health care, withholding, estimated

or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis, or in any other manner, including any interest, penalty or addition thereto, whether disputed or not.

“Tax Allocation” has the meaning set forth in Section 8.2.

“Tax Return” means any return, declaration, report, claim for refund, information return or other document (including any related or supporting estimates, elections, schedules, statements, or information) filed or required to be filed in connection with the determination, assessment or collection of any Tax or the administration of any laws, regulations or administrative requirements relating to any Tax.

“Trademarks” means United States, state and foreign trademarks, service marks, logos, slogans, trade dress and trade names, Internet domain names and any other similar designations of source of goods or services, whether registered or unregistered, and registrations and pending applications to register the foregoing, and all goodwill related to or symbolized by the foregoing.

“Transaction Documents” means this Agreement and any other agreements, instruments or documents entered into pursuant to this Agreement.

“Transfer Taxes” has the meaning set forth in Section 8.1(a).

“Transferred Employees” has the meaning set forth in Section 8.5.

“Transferring Subsidiaries” means Geodyne Resources, Inc. and Samson Resources Corporation.

“Treasury Regulations” means the rules and regulations promulgated by the U.S. Treasury Department.

“Uncured” means a breach of Seller’s representations and warranties set forth in Section 5.20 or Section 5.21 that has not been Cured as set forth in this Agreement.

“WARN Act” means the Worker Adjustment and Retraining Notification Act of 1988 and any similar Legal Requirement.

“Wells” has the meaning set forth in Section 2.1(b)(ii).

“Working Interest” means, for any Well, that share of costs and expenses associated with the exploration, maintenance, development and operation of such Well that Seller and the Transferring Subsidiaries, in the aggregate, are required to bear and pay.

## 1.2 Other Definitions and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a day other than a Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Dollars. Any reference in this Agreement to \$ means United States dollars.

(iii) Exhibits/Schedules/Disclosure Schedules. All Exhibits, Schedules and Disclosure Schedules attached or annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit, Schedule or Disclosure Schedule but not otherwise defined therein shall be defined as set forth in this Agreement.



(iv) Gender and Number. Any reference in this Agreement to gender includes all genders, and words imparting the singular number only include the plural and vice versa.

(v) Headings. The provision of a table of contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement. All references in this Agreement to any "Section" or "Article" are to the corresponding Section or Article of this Agreement unless otherwise specified.

(vi) Herein. Words such as "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires.

(vii) Including. The word "including" or any variation thereof means "including, without limitation," and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(viii) Statute. Unless otherwise specified, references to a statute means such statute as amended from time to time and includes any successor legislation thereto and any rules or regulations promulgated thereunder; *provided* that, for the purposes of the representations and warranties set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance with, any Legal Requirement, the reference to such Legal Requirement means such Legal Requirement as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(b) No Strict Construction. Buyer, on the one hand, and Seller, on the other hand, participated jointly in the negotiation and drafting of this Agreement, and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by Buyer, on the one hand, and Seller, on the other hand, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement. Without limitation as to the foregoing, no rule of strict construction construing ambiguities against the draftsperson shall be applied against any Person with respect to this Agreement.

## ARTICLE 2

### PURCHASE AND SALE

#### 2.1 Purchase and Sale.

(a) Upon the terms and subject to the conditions of this Agreement and subject to the terms and conditions of the Sale Order, on the Closing Date, Seller and the Transferring Subsidiaries shall sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to Buyer, and Buyer shall purchase from Seller and the Transferring Subsidiaries, the Assets, free and clear of all Encumbrances (other than Permitted Encumbrances).

(b) The "Assets" shall include all right, title and interest of Seller and the Transferring Subsidiaries in, to or under the following:

(i) all Leases and Mineral Interests described on Exhibit C attached hereto, and those Lease interests and Mineral Interests located in, under or that may be produced from or attributable to (1) the lands covered by the Leases or Mineral Interests described on Exhibit C attached hereto and any other lands, leases or interests that are included in the East Anadarko leases and interests currently being marketed for sale by Seller, and (2) the Leases and lands included in any units with which the Leases, the Mineral Interests or the lands covered thereby may have been pooled, unitized or communitized (other than Excluded Leases and Interests) (collectively, the "Assigned Leases and Interests");

(ii) all of the oil, gas, water, disposal, observation or injection wells located on or traversing the Assigned Leases and Interests, on lands pooled, unitized or communitized with any portion thereof, on lands located within any governmental drilling or spacing unit (if applicable) which includes any portion thereof, or on portions thereof associated with proved undeveloped reserves, whether producing, non-producing, plugged, unplugged, shut-in or temporarily abandoned, including those described on **Exhibit D** (collectively, the “Wells”, and together with the Assigned Leases and Interests, the “Properties”);

(iii) all Hydrocarbons (1) in storage at or beyond a custody transfer point as of the Effective Date, but only to the extent Seller receives an upward adjustment to the Base Purchase Price pursuant to Section 8.12(a)(i), and (2) produced from or attributable to the Properties and not yet past a custody transfer point on the Effective Date or produced on and after the Effective Date, and all proceeds attributable thereto;

(iv) all Imbalances owing to Seller and/or the Transferring Subsidiaries and relating to the Properties as of the Effective Date, if any;

(v) all equipment, machinery, fixtures and other tangible personal property and improvements located on, primarily used or held for use, or otherwise obtained in connection with the ownership or operation of the Properties, including tanks, boilers, plants, injection facilities, saltwater disposal facilities, compressors and other compression facilities (whether installed or not), pumping units, flow lines, pipelines, gathering systems, Hydrocarbon treating or processing systems or facilities, meters, machinery, pumps, motors, gauges, valves, power and other utility lines, roads, computer and automation equipment, telecommunications equipment, field radio telemetry and associated frequencies and licenses, pressure transmitters, central processing equipment and other appurtenances, improvements and facilities, including the items described on Schedule 2.1(b)(v) (collectively, the “Equipment”);

(vi) all vehicles, office leases, field offices, storage yards, and data and software described on Schedule 2.1(b)(vi) (collectively, the “Miscellaneous Corporate Property”);

(vii) all pipes, casing, tubing, tubulars, fittings, and other spare parts, supplies, tools, and materials located on, used or held for use on or held as inventory in connection with the ownership or operation of the Properties, Miscellaneous Corporate Property or Equipment, including the items described on Schedule 2.1(b)(vii);

(viii) to the extent transferable pursuant to applicable Legal Requirements, all governmental (whether federal, state or local) permits, licenses, authorizations, franchises, grants, easements, variances, exceptions, consents, certificates, approvals and related instruments or rights of any Governmental Authority or other third party, and any writ, judgment, decree, award, order, injunction or similar order, writ, ruling, directive or other requirement of any Governmental Authority (in each such case whether preliminary or final) required of Seller and the Transferring Subsidiaries for the ownership, operation or use of the Properties, Miscellaneous Corporate Property or Equipment (collectively, the “Permits”);

(ix) all Contracts, including the Contracts described on **Exhibit E** attached hereto, in each case, insofar as they relate to any Asset (other than the Excluded Contracts) (collectively, the “Assigned Contracts”);

(x) all Surface Rights, including those described on **Exhibit C** attached hereto;

(xi) except with respect to the Excluded Assets and the Excluded Liabilities, all claims, refunds, abatement, variances, allocations, causes of action, claims for relief, choses in action, rights of recovery, rights of set-off, rights of indemnity, contribution or recoupment,

counter-claims, cross-claims and defenses of Seller and the Transferring Subsidiaries to the extent related to the Assets and arising or relating to events occurring from and after the Effective Date or related to the Assumed Liabilities;

(xii) all information, books, databases, files, records and data (other than the Excluded Records), whether in written or electronic format, relating directly to any Asset or to any Assumed Liabilities (collectively, the “Records”), which Records shall include all reservoir, land, operation and production files and records, inclusive of lease records, well records, division order records, property ownership reports and files, contract files and records, well files, title records (including abstracts of title, title opinions and memoranda, and title curative documents), correspondence, production records, prospect files and other prospect information, supplier lists and files, customer lists and files; and all other data including proprietary and non-proprietary engineering, geological, geophysical and seismic data, files and records (but only to the extent transferable without material restriction (including a material restriction against assignment without prior consent)), inclusive of maps, logs, core analysis, formation tests, cost estimates, studies, plans, prognoses, surveys and reports, and including raw data and any interpretive data or information relating to the foregoing, and any other proprietary data in the actual possession or control of Seller and the Transferring Subsidiaries or which Seller and the Transferring Subsidiaries have the right to obtain (either without the payment of money or delivery of other consideration or unduly burdensome effort or, upon Buyer’s written election, at Buyer’s expense) and relating to the ownership, operation, development, maintenance or repair of, or the production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or produced water from, the other Assets; *provided* that if any Records can only be assigned to Buyer with a fee or penalty, Buyer shall bear responsibility for such fee or penalty;

(xiii) all Known Receivables, cash call pre-payments and other refunds due to Seller and the Transferring Subsidiaries for royalty overpayments and/or future deductions as royalty offsets associated with any Asset as of the Effective Date;

(xiv) the intellectual property described on Schedule 2.1(b)(xiv);

(xv) all trade credits, accounts receivable, note receivables, take or pay amounts receivable, and other receivables attributable to the Assets, with respect to any period of time on and after the Effective Date; and

(xvi) for the avoidance of doubt, although also included as part of the Equipment or Surface Rights, all pipelines and gathering systems owned by Seller or the Transferring Subsidiaries that are used in connection with or related to the Properties, including the items listed on Exhibit I attached hereto.

## 2.2 Excluded Assets.

Notwithstanding the foregoing, the Assets shall not include, and there is excepted, reserved and excluded from the transactions contemplated hereby, the following (collectively, the “Excluded Assets”):

(a) the Purchase Price delivered to Seller pursuant to this Agreement;

(b) all cash and cash equivalents, including checks, commercial paper, treasury bills, certificates of deposit, bank accounts and other bank deposits as of the Closing Date, in each case, excluding to the extent related to the Suspense Funds and any item described in Schedule 2.2(b).

(c) subject to Section 2.1(b)(iii)(1), all Hydrocarbons produced from or attributable to the Properties prior to the Effective Date, including marketable Hydrocarbons produced from or attributable to the Properties in storage tanks as of the Effective Date, and Hydrocarbons above a custody transfer point on the Effective Date, and all proceeds attributable thereto;

(d) any shares of capital stock or other equity interest of Seller or any of Seller's Subsidiaries or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of Seller or any of Seller's Subsidiaries;

(e) all minute books, stock ledgers, corporate seals and stock certificates of Seller and the Transferring Subsidiaries;

(f) all Excluded Records;

(g) all Excluded Leases and Interests;

(h) all Excluded Contracts;

(i) all rights to any refunds of Taxes (or other related costs or expenses) that are borne by or the responsibility of Seller or any Transferring Subsidiary, attributable to any Tax asset of Seller or any Transferring Subsidiary, or to which Seller or any Transferring Subsidiary is otherwise entitled hereunder;

(j) subject to Section 8.10(c), all insurance policies and rights to proceeds thereof;

(k) all Permits and pending applications therefor to the extent related to any Excluded Asset or the Excluded Liabilities;

(l) all Intellectual Property other than the intellectual property described on Schedule 2.1(b)(xiv);

(m) all prepayments, good faith and other bid deposits submitted by any third party under the terms of the Bidding Procedures Order;

(n) all claims, refunds, loss carry forwards, abatement, variances, allocations, causes of action, claims for relief, choses in action, rights of recovery, audit rights, rights of set-off, rights of indemnity, contribution or recoupment, counter-claims, cross-claims and defenses of Seller or any Transferring Subsidiary, other than those constituting Assets;

(o) all rights, claims or causes of action by or in the right of Seller against any current or former director or officer of Seller;

(p) the Avoidance Actions;

(q) any rights, claims or causes of action of Seller or any Transferring Subsidiary under this Agreement or any other Transaction Document; and

(r) the assets described in Schedule 2.2(r).

### 2.3 Assumed Liabilities.

Upon the terms and subject to the conditions of this Agreement, on the Closing Date, Buyer shall execute and deliver to Seller the Assumption Agreement in the form attached hereto as **Exhibit F** (the "Assumption Agreement") pursuant to which Buyer shall assume and agree to discharge, when due (in accordance with their respective terms and subject to the respective conditions thereof), only the following Liabilities (collectively, the "Assumed Liabilities"), and no others:

(a) Assigned Contracts. All of Seller's and the Transferring Subsidiaries' Liabilities under the Assigned Contracts, whether such Liabilities arise prior to, at or after the Effective Date, except such Liabilities that are satisfied or discharged by the payment of Cure Costs (including, for the avoidance of doubt, any Assigned Contracts for which the Cure Costs were set at \$0 and approved as such by virtue of the Sale Order or such other order authorizing the assumption and assignment of such Assigned Contracts);

(b) Properties. All of Seller's and the Transferring Subsidiaries' plugging and abandonment obligations relating to the Properties, whether arising prior to, at or after the Effective Date, and all of Seller's and the Transferring Subsidiaries' other Liabilities (including Liabilities relating to Environmental Laws) under the Properties to the extent such Liabilities arise after the Effective Date.

(c) Cure Costs. All Cure Costs.

(d) Suspense Funds. Obligations of Seller and the Transferring Subsidiaries with respect to the Suspense Funds, together with any escheatment obligations related thereto, to the extent actually received by Buyer or the Base Purchase Price is reduced therefor pursuant to Section 8.13.

(e) Buyer Taxes. All Asset Taxes with respect to the Assets, except Asset Taxes that are the responsibility of Seller and the Transferring Subsidiaries pursuant to Section 8.1(b).

(f) Transfer Taxes. All Transfer Taxes.

(g) Transferred Employees. All Liabilities (including those arising under the WARN Act) relating to the Transferred Employees to the extent such Liabilities arise on or after the Closing Date other than the Liabilities described in Section 2.4. For the avoidance of doubt, Buyer will not be assuming any Liabilities of Seller to the Transferred Employees, including without limitation any severance obligations.

(h) Other Assets. To the extent not already described in Sections 2.3(a) through (f) above, all Liabilities arising from, related to, or associated with, the Assets, arising on or after the Effective Date.

The assumption by Buyer of the Assumed Liabilities shall not, in any way, enlarge the rights of any third parties relating thereto. For the avoidance of doubt, all Liabilities to third parties related to the Assets arising on or before the Effective Date that are extinguished pursuant to the Sale Order shall not be Assumed Liabilities.

#### 2.4 Excluded Liabilities.

Notwithstanding any provision in this Agreement to the contrary, Buyer shall not assume and shall not be obligated to assume or be obliged to pay, perform or otherwise discharge any Liability of Seller or any Transferring Subsidiaries other than the Assumed Liabilities, and Seller and the Transferring Subsidiaries shall be solely and exclusively liable with respect to all Liabilities of Seller and any Transferring Subsidiary other than the Assumed Liabilities (such Liabilities other than Assumed Liabilities, collectively, the "Excluded Liabilities"). A Liability shall be deemed to be an Excluded Liability unless expressly assumed pursuant to Section 2.3. For purposes of clarity, and without limitation of the generality of the foregoing, the Excluded Liabilities shall include, without limitation, each of the following Liabilities of Seller and the Transferring Subsidiaries, other than the Assumed Liabilities:

(a) all indebtedness for borrowed money of Seller and the Transferring Subsidiaries;

(b) all guarantees of third party obligations by Seller and the Transferring Subsidiaries and reimbursement obligations to guarantors of Seller's and the Transferring Subsidiaries' obligations or under letters of credit;

(c) all accrued expenses and accounts payables;

(d) Tax Liabilities of Seller and the Transferring Subsidiaries other than Transfer Taxes and Asset Taxes that are the responsibility of Buyer pursuant to Section 8.1(b);

(e) those Actions and Proceedings set forth on Disclosure Schedule 5.14;

(f) all Liabilities of Seller and the Transferring Subsidiaries to any owner or former owner of capital stock or warrants, or holder of indebtedness for borrowed money;

- (g) any claims to the extent related to the Excluded Assets;
- (h) obligations under any futures contracts, options on futures, swap agreements or forward sale agreements entered into by Seller or any Transferring Subsidiary;
- (i) subject to Section 8.6, all Liabilities with respect to Seller's and its Affiliates employees, including under the WARN Act, other than the Liabilities described in Section 2.3(g), whether such Liabilities arise prior to, on or after the Closing Date; and
- (j) all Liabilities, duties or claims related to the Bankruptcy Case, the costs or administration of the Bankruptcy Case, or Seller's and the Transferring Subsidiaries' duties or obligations arising under the Bankruptcy Code (except if expressly assumed as an Assumed Liability).

## 2.5 Cure Costs.

(a) Subject to the approval of the Bankruptcy Court of the Sale Order, the Assigned Contracts and Assigned Leases and Interests shall be assigned to Buyer on the Closing Date, in accordance with Section 365 of the Bankruptcy Code and the Sale Order. The final determination of which Assigned Contracts and Assigned Leases and Interests that shall be assigned to Buyer on the Closing Date shall be within the sole discretion of Buyer (subject to Section 2.5(b)). Subject to Section 2.5(c) below, Buyer shall pay any and all cure and reinstatement costs or expenses relating to the assignment and assumption of the Assigned Contracts and Assigned Leases and Interests (collectively, the "Cure Costs") to which Seller or any Transferring Subsidiary is a party and which are included in the Assets in accordance with the provisions herein. For the avoidance of doubt, Buyer shall not be required to make any payment of Cure Costs for, or otherwise have any Liabilities with respect to, any Contract that is not an Assigned Contract or Assigned Lease and Interest.

(b) No later than the day that is ten (10) Business Days after the Execution Date, Seller shall provide Buyer with a written schedule containing a list of what Seller reasonably believes to be all of its Contracts along with a reasonable good faith estimate of the Cure Costs for each Contract. At any time prior to the Designation Deadline, Buyer shall have the right, which may be exercised in Buyer's sole discretion, to provide written notice to Seller (each such notice, a "Contract Notice") of Buyer's election to designate a Contract (including any Contract that is an Assigned Contract immediately before such designation and whether or not included on Exhibit E) as an Excluded Contract, and upon such designation such Contract shall constitute an Excluded Contract (and, if applicable, shall cease to constitute an Assigned Contract). Notwithstanding the foregoing, any such election to designate any midstream-related Contract or Contract that contains covenants that run with the land as an Excluded Contract shall require the written consent of Seller. If, at any time after the Designation Deadline, the Cure Costs fixed by the Bankruptcy Court for any Assigned Contract are (i) greater than the amount set forth on the schedule of Cure Costs filed by Seller with the Bankruptcy Court (together with any amendments, supplements or modifications thereto, the "Cure Schedule") and (ii) are not consented to by Buyer, then Buyer shall be permitted, no later than two (2) Business Days after entry of an order by the Bankruptcy Court setting such Cure Costs, to provide Seller a Contract Notice of Buyer's election to revoke its designation of any such Contract as an Assigned Contract (which, for any midstream-related Contract or Contract that contains covenants that run with the land, shall require the written consent of Seller) and thereupon such Contract shall be deemed to be an Excluded Contract for all purposes of this Agreement.

(c) Notwithstanding any provision to the contrary contained in this Agreement or in any other Transaction Document, the Base Purchase Price shall be adjusted downward by the amount by which the Cure Costs exceed the amount of Fifty Thousand and No/100 Dollars (\$50,000) (the "Cure Adjustment Threshold").

## 2.6 Assignment of Assets Subject to Consent Requirements.

If prior to the Closing Date any consent to assignment applicable to the transactions contemplated hereby (other than governmental consents or approvals customarily obtained post-Closing) (a) has not been obtained, waived or satisfied, or (b) is no longer applicable to the transactions contemplated hereby by reason of any Bankruptcy Court Order, and further, the document setting forth the need to obtain such consent provides that such consent may be withheld for any reason or failure to obtain such third party consent or waiver may result in termination of a Lease, including causing such to be void or voidable (each such consent, a “Hard Consent”), the Properties affected by such third party Hard Consent shall be held back from the Assets conveyed at Closing and the Base Purchase Price shall be reduced by the Allocated Value for such Assets. Any Property so held back at the Closing will be conveyed to Buyer within ten (10) Business Days after such Hard Consent has been obtained, waived or otherwise satisfied. At such subsequent closing, Seller shall contribute, assign, transfer and convey to Buyer, and Buyer shall acquire and accept from Seller, such Property pursuant to the terms of this Agreement, and Buyer shall then be obligated for the payment of the Allocated Value attributable to such Property. Except for Hard Consents, if any consents to the assignment of any Asset are not obtained prior to Closing, then with respect to each affected Asset, the affected Assets shall nevertheless be sold and conveyed to Buyer at the Closing and Buyer shall pay for the affected Asset(s) at Closing in accordance with this Agreement as though the Consent had been obtained. In the case of licenses, certificates, approvals, authorizations, Leases, Contracts and other commitments included in the Assets (i) that cannot be transferred or assigned without the Hard Consent of third parties, which Hard Consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), Seller shall, at Seller’s sole expense and subject to any approval of the Bankruptcy Court that may be required, reasonably cooperate with Buyer in attempting to obtain such Hard Consent and, if any such Hard Consent is not obtained, Seller shall, following the Closing, at Seller’s sole expense and subject to any approval of the Bankruptcy Court that may be required, cooperate with Buyer in all reasonable respects to provide to Buyer the benefits thereof in some other manner, or (ii) that are otherwise not transferable or assignable (after giving effect to the Sale Order and the Bankruptcy Code), Seller shall, following the Closing, at Buyer’s sole expense and subject to any approval of the Bankruptcy Court that may be required, reasonably cooperate with Buyer to provide to Buyer the benefits thereof in some other manner (including the exercise of the rights of Seller thereunder); *provided* that nothing in this Section 2.6 shall (1) require Seller to make any expenditure or incur any obligation on its own or on behalf of Buyer for which funds in the full amount of such expenditure or obligation are not provided to Seller by Buyer in advance in cash or (2) prohibit Seller from ceasing operations or winding up its affairs following the Closing.

## 2.7 Further Assurances.

The Parties agree to (a) furnish upon request to each other such further information, (b) execute, acknowledge and deliver to each other such other documents and (c) do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the Transaction Documents; *provided* that nothing in this Section 2.7 shall prohibit Seller from ceasing operations or winding up its affairs following the Closing.

## ARTICLE 3

### PURCHASE PRICE

#### 3.1 Purchase Price.

The purchase price for the purchase, sale, assignment and conveyance of Seller’s right, title and interest in, to and under the Assets shall consist of the following (collectively, the “Base Purchase Price”):

- (a) cash in an amount equal to ONE HUNDRED FIFTY-TWO MILLION FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$152,450,000); and
- (b) the assumption of the Assumed Liabilities.

Notwithstanding the foregoing, the Base Purchase Price shall be adjusted as provided in Sections 8.12 through 8.15 hereof (as adjusted, the “Purchase Price”). The cash component of the Purchase Price shall be delivered by Buyer as set forth in Section 4.2.

### 3.2 Deposit.

No later than three (3) Business Days following the Execution Date, Buyer shall pay to JPMorgan Chase Bank, N.A. (“Escrow Agent”), pursuant to that certain escrow agreement by and among Seller, Buyer and Escrow Agent, a deposit in the amount of FIFTEEN MILLION TWO HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$15,245,000) (the “Deposit”), such amount representing ten percent (10%) of the Base Purchase Price. At Closing, the Parties shall cause the Escrow Agent to release the Deposit to Seller, and the Deposit shall be credited against the amount required to be paid by Buyer to Seller at Closing. If this Agreement is duly terminated by Seller prior to Closing pursuant to Section 11.1(c)(i), then the Parties shall cause the Escrow Agent to release the Deposit to Seller within two (2) Business Days of such termination, and such amount shall constitute liquidated damages (and not a penalty) due to the difficulty of ascertaining actual damages with any certainty. Notwithstanding the foregoing, in lieu of such termination right, Seller shall have the right to enforce specific performance, as set forth in Section 13.10 hereof if the conditions therein are satisfied. If this Agreement is terminated prior to Closing for any other reason, then the Parties shall cause the Escrow Agent to release the Deposit, together with any interest and other earnings therein, to Buyer within two (2) Business Days of such termination, free of any claims by Seller with respect thereto.

## ARTICLE 4

### CLOSING

#### 4.1 Closing Date.

Upon the terms and subject to the conditions hereof, the closing of the sale of the Assets and the assumption of the Assumed Liabilities contemplated hereby (the “Closing”) shall take place at the office of Seller at Samson Plaza, Two West Second Street, Tulsa, Oklahoma 74103 (or at such other location as the Parties may mutually agree), no later than three (3) Business Days following the date on which the conditions set forth in Article 9 and Article 10 have been satisfied or (if permissible) waived (other than the conditions which by their nature are to be satisfied at the Closing, but subject to the satisfaction or (if permissible) waiver of such conditions). The date and time at which the Closing actually occurs is hereinafter referred to as the “Closing Date.”

#### 4.2 Payment on the Closing Date.

Subject to satisfaction or (if permissible) waiver of the conditions set forth in Article 9 and Article 10, at the Closing, (a) Buyer shall pay (or cause to be paid) an amount equal to the cash component of the Purchase Price minus the Adjustment Holdback Amount by wire transfer of immediately available funds to an account specified in writing by Seller prior to the Closing Date, and (b) as set forth in Section 3.2, the Parties shall cause the Escrow Agent to release the Deposit to Seller.

#### 4.3 Buyer’s Deliveries.

At the Closing, Buyer shall deliver or cause to be delivered to Seller (or such other Persons where so designated):

- (a) the cash consideration referenced in Section 3.1(a) to Seller in accordance with Section 4.2;



- (b) the Assumption Agreement, duly executed by Buyer;
- (c) a copy of Buyer's Certificate of Formation, certified as of a recent date by the Secretary of State of the State of Delaware;
- (d) a copy of Buyer's Limited Liability Company Agreement as in effect on the Closing Date;
- (e) a certificate of good standing of Buyer issued as of a recent date by the Secretary of State of the State of Delaware;
- (f) a certificate of Buyer, dated the Closing Date, in form and substance reasonably satisfactory to Seller, as to (i) there having been no amendments to the Certificate of Formation of Buyer since the date of the certified Certificate of Formation delivered pursuant to Section 4.3(c); (ii) Buyer's authorization to execute and perform its obligations under the Transaction Documents to which Buyer is a party; and (iii) incumbency and signatures of the Chief Executive Officer of Buyer executing the Transaction Documents;
- (g) each other Transaction Document to which Buyer is a party, duly executed (and acknowledged, where applicable) by Buyer, including the Assignment, letters-in-lieu of transfer orders, change of operator forms to be prepared by Seller, change of operator notices required under applicable operating agreements, and any other applicable forms and declarations required by federal and state agencies relative to Buyer's assumption of operations and plugging and abandonment Liabilities with respect to all of the Assets;
- (h) the certificates of Buyer to be received by Seller pursuant to Sections 10.1 and 10.3;
- (i) a counterpart of the Preliminary Settlement Statement executed by Buyer;
- (j) evidence (including evidence of satisfaction of all applicable bonding or insurance requirements) as Seller may reasonably request demonstrating that Buyer is qualified with the applicable Governmental Authorities and pursuant to any applicable operating agreement to succeed Seller as the owner and, where applicable, the operator of the Assets;
- (k) such other assignments and other good and sufficient instruments of assumption and transfer, in form reasonably satisfactory to Seller, as Seller may reasonably request to transfer and assign the Assumed Liabilities to Buyer; and
- (l) if desired by Buyer, a counterpart of a transition services agreement, in form and substance mutually agreeable to the Parties.

4.4 Seller's Deliveries.

At the Closing, Seller shall deliver to Buyer:

- (a) the Assignment and each other Transaction Document to which Seller is a party (including letters-in-lieu of transfer orders and change of operator forms), duly executed (and acknowledged, where applicable) by Seller and the applicable Transferring Subsidiaries;
- (b) the Assumption Agreement, duly executed by Seller and the applicable Transferring Subsidiaries;
- (c) a certified copy of the Sale Order;
- (d) the certificates of Seller to be received by Buyer pursuant to Sections 9.1 and 9.2;

- (e) non-foreign affidavits dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under the Treasury Regulations issued pursuant to Code §1445, stating that neither Seller nor any Transferring Subsidiary is a “foreign person” as defined therein;
- (f) a counterpart of the Preliminary Settlement Statement executed by Seller;
- (g) if requested by Buyer, a counterpart of a transition services agreement, in form and substance mutually agreeable to the Parties; and
- (h) such other bills of sale, deeds, endorsements, assignments and other good and sufficient instruments of conveyance and transfer, in form reasonably satisfactory to Buyer, as Buyer may reasonably request to vest in Buyer all the right, title and interest of Seller and the Transferring Subsidiaries in, to or under any or all the Assets.

## ARTICLE 5

### REPRESENTATIONS AND WARRANTIES OF SELLER

Except as disclosed in the Disclosure Schedules attached hereto (the “Disclosure Schedule”), Seller represents and warrants the following to Buyer:

#### 5.1 Organization and Good Standing.

Seller, and each Transferring Subsidiary, is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Seller, and each Transferring Subsidiary, has the requisite corporate power and authority to own or lease and to operate and use its properties and to carry on its business as now conducted. Seller, and each Transferring Subsidiary, is duly qualified or licensed to do business and is in good standing in each jurisdiction where the character of its business or the nature of its properties makes such qualification or licensing necessary, except for such failures to be so qualified or licensed or in good standing as would not, individually or in the aggregate, have a Material Adverse Effect.

#### 5.2 Authority; Validity; Governmental Authority Consents.

Seller, and each Transferring Subsidiary, has, subject to requisite Bankruptcy Court approval, the requisite power and authority necessary to enter into and perform its obligations under this Agreement and the other Transaction Documents to which Seller, and or such Transferring Subsidiary, is a party and to consummate the transactions contemplated hereby and thereby, and, subject to requisite Bankruptcy Court approval, the execution, delivery and performance of this Agreement and such other Transaction Documents by Seller or such Transferring Subsidiary and the consummation by Seller or such Transferring Subsidiary of the transactions contemplated herein and therein have been duly and validly authorized by all requisite corporate action. This Agreement has been duly and validly executed and delivered by Seller and each other Transaction Document required to be executed and delivered by Seller and each Transferring Subsidiary at the Closing will be duly and validly executed and delivered by Seller at the Closing. Subject to requisite Bankruptcy Court approval, this Agreement and the other Transaction Documents constitute, with respect to Seller and where applicable, each Transferring Subsidiary, the legal, valid and binding obligations of Seller or such Transferring Subsidiary, enforceable against Seller or such Transferring Subsidiary in accordance with their respective terms, except as such enforceability is limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar Legal Requirements affecting the enforcement of creditors’ rights generally and by general principles of equity, regardless of whether such principles are considered in a proceeding at law or in equity. Subject to requisite Bankruptcy Court approval, except for (a) entry of the Sale Order, (b) notices, filings and consents required in connection with the Bankruptcy Case, (c) any applicable notices, filing, consents or approvals under any applicable antitrust, competition or trade regulation Legal Requirements and (d) the notices, filings and consents set forth on Disclosure Schedule 5.2, neither Seller

nor any Transferring Subsidiary is required to give any notice to, make any filing with or obtain any consent from any Governmental Authority and, to Seller's Knowledge, solely with respect to Hard Consents, any other Person, in each case, in connection with the execution and delivery of this Agreement and the other Transaction Documents or the consummation or performance of any of the transactions contemplated hereby and thereby, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.3 No Conflict.

When the consents and other actions described in Section 5.2, including requisite Bankruptcy Court approval, have been obtained and taken, the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions provided for herein and therein will not result in the breach of any of the terms and provisions of, or constitute a default under, or conflict with, or cause any acceleration of any obligation of Seller or any Transferring Subsidiary under (a) any agreement, indenture, or other instrument to which Seller or such Transferring Subsidiary is bound, (b) the certificate of incorporation, bylaws or other governing documents of Seller or such Transferring Subsidiary, (c) any Order or (d) any Legal Requirement, except as would not, individually or in the aggregate, have a Material Adverse Effect.

5.4 Material Assigned Contracts.

To Seller's Knowledge, (a) Disclosure Schedule 5.4 lists all Material Assigned Contracts in effect as of the Execution Date, to which Seller or a Transferring Subsidiary is a party or by which its interests in the Assets are bound, (b) all Material Assigned Contracts are in full force and effect, except (i) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar Legal Requirements relating to creditors' rights generally and by general principles of equity, regardless of whether such principles are considered in a proceeding at law or in equity and (ii) as would not, individually or in the aggregate, have a Material Adverse Effect, and (c) except for the Bankruptcy Case, no default or breach (or event that, with notice or lapse of time, or both, would become a default or breach) of any such Material Assigned Contracts has occurred or is continuing on the part of Seller.

5.5 Permits.

To Seller's Knowledge, as of the Execution Date, (a) all necessary Permits with regard to the ownership or operation of the Assets have been obtained and maintained in effect, (b) Seller and the Transferring Subsidiaries have not received written notice of default under any Permit and (c) no violations exist in respect of such Permits, except for such non-compliance and such facts, conditions or circumstances, the existence of which would not have a Material Adverse Effect.

5.6 Wells; Plug and Abandon Notice.

As of the Execution Date, except as set forth on Disclosure Schedule 5.6, there are no Wells (a) in respect of which Seller or any Transferring Subsidiary has received an order from any Governmental Authority requiring that such Wells be plugged and abandoned, or (b) that are neither in use for purposes of production or injection, nor suspended or temporarily abandoned in accordance with applicable Legal Requirements, that are required to be plugged and abandoned in accordance with applicable Legal Requirements but have not been plugged and abandoned.

5.7 Imbalances.

To Seller's Knowledge, all Imbalances relating to the Assets operated by Seller or any Transferring Subsidiary are reflected in Disclosure Schedule 5.7 as of the date stated therein.

5.8 AFEs.

Disclosure Schedule 5.8 contains a list, true and correct as of the Execution Date, of all authorities for expenditures (collectively, “AFEs”) for capital expenditures with respect to the Assets in excess of One Hundred Thousand Dollars (\$100,000), net to Seller’s or the applicable Transferring Subsidiaries’ interest, that have been proposed by any Person having authority to do so (including internal AFEs of Seller or any Transferring Subsidiary not delivered to third parties), which the Parties agree shall be updated as of the Closing Date pursuant to Section 7.10.

5.9 Hedging.

There are no futures, options, swaps or other derivatives with respect to the sale of Hydrocarbons from the Assets that are or will be binding on Buyer or the Assets at any time after the Closing Date.

5.10 Preferential Purchase Rights.

To Seller’s Knowledge, Disclosure Schedule 5.10 lists all Preferential Purchase Rights to which any Assets are subject, which would be triggered by this Agreement and to which a notice would be required under the terms thereof due to the Parties entering into this Agreement.

5.11 Suspense Funds.

To Seller’s Knowledge, Disclosure Schedule 5.11 sets forth a list, true and correct as of the Execution Date, of all Suspense Funds and the name or names of the parties to whom such funds are owed.

5.12 Intellectual Property.

To Seller’s Knowledge, except as set forth on Schedule 2.1(b)(xiv) or Disclosure Schedule 5.12, Seller owns no Intellectual Property related to or used in connection with the ownership or operation of the Assets that is material to Seller’s business, taken as a whole.

5.13 Taxes.

Except as set forth on Disclosure Schedule 5.13, Seller has filed all material Tax Returns required to be filed, and has paid all material Taxes shown on any such Tax Return as owing. Except as set forth on Disclosure Schedule 5.13, no material examination of any such Tax Return of Seller is currently in progress by any Governmental Authority.

5.14 Legal Proceedings.

Except for the Bankruptcy Case and any adversary proceedings or contested motions commenced in connection therewith, or as set forth on Disclosure Schedule 5.14, there is no Proceeding or Order pending, outstanding or, to Seller’s Knowledge, threatened against Seller or any Transferring Subsidiary that seeks to restrain or prohibit or otherwise challenge the consummation, legality or validity of the transactions contemplated hereby or that would, individually or in the aggregate, have a Material Adverse Effect.

5.15 No Take-or-Pay Obligations.

Except as set forth on Disclosure Schedule 5.15, to Seller’s Knowledge, Seller is not obligated by virtue of any take-or-pay payment, advance payment or other similar payment (other than gas balancing arrangements) to deliver Hydrocarbons, or proceeds from the sale thereof, attributable to the Assets at some future time without receiving payment therefor at or after the time of delivery.

5.16 Payments.

Except as set forth on Disclosure Schedule 5.16, and excluding the Suspense Funds, to Seller's Knowledge, all delay rentals, royalties, shut-in royalties, overriding royalties, compensatory royalties and other payments due with respect to the Properties, in each case, to the extent attributable to the period of time prior to the Execution Date, have been properly and fully paid.

5.17 Brokers or Finders.

Seller has not incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payments in connection with this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby for which Buyer is or will become liable.

5.18 Knowledge Qualifier for Non-Operated Assets.

To the extent that Seller has made any representations or warranties in this Article 5 in connection with matters relating to non-operated Assets, each and every such representation and warranty shall be deemed to be qualified by the phrase "To Seller's Knowledge".

5.19 Non-Consent Operations.

Except as set forth on Disclosure Schedule 5.19 and/or Exhibit D, no operations are being conducted or have been conducted on the Assets with respect to which Seller has elected to be a non-consenting party under the applicable operating agreement and with respect to which all of Seller's rights have not yet reverted to it.

5.20 Environmental Matters.

Except as set forth on Disclosure Schedule 5.20, to Seller's Knowledge, except as would not be reasonably expected to be material to the Assets or Assumed Liabilities:

(a) Seller, and each applicable Transferring Subsidiary, possesses and is in compliance with all Permits required under Environmental Laws for the ownership and operation of the Properties and Equipment at the Properties;

(b) with respect to Seller's or any Transferring Subsidiary's operation of the Properties and Equipment at the Properties, neither Seller nor such Transferring Subsidiary has received any written notice of a violation of applicable Environmental Laws from any Governmental Authority, the subject of which is unresolved as of the Execution Date;

(c) neither Seller nor any applicable Transferring Subsidiary has received any written notice of potential liability for a release of Hazardous Substances, or liability for any investigatory, remedial or corrective obligation arising under any Environmental Laws, in each case with respect to the Properties or the Equipment at the Properties, the subject of which is unresolved as of the Execution Date; and

(d) there is no Proceeding or Order pending, outstanding or that has been threatened against Seller or any applicable Transferring Subsidiary pursuant to any Environmental Law with respect to the Properties or Equipment at the Properties or Seller's operation of the Properties or the Equipment at the Properties.

5.21 Title Matters.

Except as set forth on Disclosure Schedule 5.21, Seller and the Transferring Subsidiaries have Defensible Title to the Properties.

## ARTICLE 6

### REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

6.1 Organization and Good Standing.

Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has the requisite power and authority to own or lease and to operate and use its properties and to carry on its business as now conducted. Buyer is duly qualified or licensed to do business in the State(s) where the Assets are located.

6.2 Authority; Validity; Consents.

Buyer has the requisite power and authority necessary to enter into and perform its obligations under this Agreement and the other Transaction Documents to which it is a party and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated herein have been duly and validly authorized by all requisite limited liability company or corporate actions in respect thereof. This Agreement has been duly and validly executed and delivered by Buyer and each other Transaction Document to which Buyer is a Party will be duly and validly executed and delivered by Buyer, as applicable, at the Closing. This Agreement and the other Transaction Documents to which Buyer is a party constitute the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with their respective terms, except in each case as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar Legal Requirements affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such principles are considered in a proceeding at law or in equity. Buyer is not or will not be required to give any notice to, make any filing with, or obtain any consent or approval from any Person in connection with the execution and delivery of this Agreement and the other Transaction Documents to which it is a Party or the consummation or performance of any of the transactions contemplated hereby or thereby, except for such notices, filings, consents and approvals, the failure of which to provide, make or obtain, would not, individually or in the aggregate, affect Buyer's ability to perform its obligations under this Agreement or any other Transaction Documents or to consummate the transactions contemplated hereby or thereby.

6.3 No Conflict.

When the consents and other actions described in Section 6.2 have been obtained and taken, the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions provided for herein and therein will not result in the breach of any of the terms and provisions of, or constitute a default under, or conflict with, or cause any acceleration of any obligation of Buyer under (a) any agreement, indenture or other instrument to which it is bound, (b) the Certificate of Formation or Limited Liability Company Agreement of Buyer, as applicable, (c) any Order or (d) any Legal Requirement.

6.4 Availability of Funds.

As of the Closing, Buyer will have sufficient cash in immediately available funds (without giving effect to any unfunded financing, regardless of whether any such financing is committed) to pay the Purchase Price, all costs, fees and expenses to be paid by Buyer that are necessary to consummate the transactions contemplated by this Agreement and the other Transaction Documents, and assume the Assumed Liabilities. Buyer's ability to consummate the transaction contemplated hereby is

not contingent upon its ability to secure financing or to complete any public or private placement of securities prior to or upon Closing.

6.5 Litigation.

There are no Proceedings or Orders pending or, to the Knowledge of Buyer, threatened against Buyer, that seek to restrain or prohibit or otherwise challenge the consummation, legality or validity of the transactions contemplated hereby or that would, individually or in the aggregate, have a Material Adverse Effect.

6.6 Bankruptcy.

There are no bankruptcy, reorganization or arrangement proceedings pending, being contemplated by, or to the Knowledge of Buyer, threatened against Buyer.

6.7 Brokers or Finders.

Neither Buyer nor any Person acting on behalf of Buyer has paid or become obligated to pay any fee or commission to any broker, finder, investment banker, agent or intermediary for or on account of the transactions contemplated by this Agreement for which Seller is or will become liable.

6.8 Knowledge and Experience.

Buyer (a) is engaged in the business of exploring for and producing Hydrocarbons as an ongoing business and (b) is purchasing the Assets for its own account for investment purposes and not with the intent to resell the Assets in violation of any federal or state securities laws. Buyer is an experienced and knowledgeable investor in oil and gas properties, is knowledgeable with respect to the tax ramifications associated therewith and herewith, has the financial and business expertise to fully evaluate the merits and risks of the transaction covered by this Agreement and has relied solely upon the basis of its own independent investigation of the Assets for all purposes (including the geologic and geophysical characteristics of the Assets, the estimated Hydrocarbon reserves recoverable therefrom, and the price and expense assumptions applicable thereto). In acquiring the Assets, Buyer is acting in the conduct of its own business and not under any specific contractual commitment to any third party, or any specific nominee agreement with any third party, to transfer to, or to hold title on behalf of, such third party, with respect to all or any part of the Assets. Buyer acknowledges that it has had the opportunity to seek the advice of persons it deemed appropriate concerning the consequences of the provisions of this Agreement and hereby waives any and all rights to claim that it is an unsophisticated investor in oil and gas properties.

6.9 Qualification to Assume Operatorship.

At Closing, Buyer will be qualified to own and, where applicable, assume operatorship of the Assets in all jurisdictions where the Assets are located, and the consummation of the transactions contemplated by this Agreement will not cause Buyer to be disqualified as such an owner or operator. To the extent required by the applicable state, tribal and federal Governmental Authorities, Buyer currently has, or at the Closing will have, and will continue to maintain, lease bonds, area-wide bonds or any other surety bonds or insurance policies as may be required by, and in accordance with, any Governmental Authorities with jurisdiction over the ownership or operation of such Assets or any operating agreement.

**ARTICLE 7**

**ACTIONS PRIOR TO THE CLOSING DATE**

7.1 Access and Reports.

(a) Subject to applicable Legal Requirements, upon receipt of written notice from Buyer of any such activities no less than two (2) Business Days in advance, Seller shall (and shall cause its Subsidiaries to) afford Buyer's officers and other authorized Representatives reasonable access,

during normal business hours until the date that is five (5) Business Days prior to the scheduled Closing Date, to its employees, customers, suppliers, properties, books, Contracts and Records, and, during such period, Seller shall furnish promptly to Buyer all information concerning the Assets as may reasonably be requested; *provided, however*, such access shall not interfere with Seller's ordinary conduct of business or the operation of the Assets, and at all times during such access, Buyer's authorized Representatives shall be accompanied by at least one (1) Representative of Seller. All requests for information made pursuant to this Section 7.1 shall be submitted in accordance with Section 13.3. All such information shall be governed by the terms of the Non-Disclosure Agreement. No investigation pursuant to this Section 7.1 or by Buyer or its Representatives at any time prior to or following the Execution Date shall affect or be deemed to modify any representation or warranty made by Seller herein.

(b) This Section 7.1 shall not require Seller to permit any access to, or to disclose (i) any information that, in the reasonable, good faith judgment (after consultation with counsel, which may be in-house counsel) of Seller, is reasonably likely to result in any violation of any Legal Requirement or any Contract to which Seller is a party or cause any privilege (including attorney-client privilege) that Seller would be entitled to assert to be undermined with respect to such information and such undermining of such privilege could, in Seller's good faith judgment (after consultation with counsel, which may be in-house counsel), adversely affect in any material respect Seller's position in any pending or, what Seller believes in good faith (after consultation with counsel, which may be in-house counsel) could be, future litigation or (ii) if Seller, on the one hand, and Buyer or any of its Affiliates, on the other hand, are adverse parties in a litigation, any information that is reasonably pertinent thereto; *provided that*, in the case of clause (i), the Parties shall cooperate in seeking to find a way to allow disclosure of such information to the extent doing so (1) would not (in the good faith belief of Seller (after consultation with counsel, which may be in-house counsel)) be reasonably likely to result in the violation of any such Legal Requirement or Contract or be reasonably likely to cause such privilege to be undermined with respect to such information or (2) could reasonably (in the good faith belief of Seller (after consultation with counsel, which may be in-house counsel)) be managed through the use of customary "clean-room" arrangements pursuant to which non-employee Representatives of Buyer could be provided access to such information.

(c) The information provided pursuant to this Section 7.1 shall be used solely for the purpose of the transaction contemplated by this Agreement, and such information shall be kept confidential by Buyer and Seller in accordance with, and Buyer and Seller shall otherwise abide by and be subject to the terms and conditions of, the Non-Disclosure Agreement.

(d) BUYER SHALL DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS EACH MEMBER OF THE SELLER GROUP FROM AND AGAINST ANY AND ALL LIABILITIES THAT ANY BUYER PARTY MAY ASSERT AGAINST ANY MEMBER OF THE SELLER GROUP, BASED UPON INJURY TO PERSON, INCLUDING DEATH, OR TO PROPERTY, ARISING IN ANY MANNER WHATSOEVER FROM ANY INSPECTION BY BUYER OF THE ASSETS PRIOR TO THE CLOSING DATE, **WHETHER OR NOT BASED UPON STRICT LIABILITY OR CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OF ANY MEMBER OF THE SELLER GROUP, UNLESS SUCH INJURY WAS OCCASIONED SOLELY BY THE GROSS NEGLIGENCE, INTENTIONAL TORT OR WILLFUL MISCONDUCT OF ANY MEMBER OF THE SELLER GROUP.**

## 7.2 Operations Prior to the Closing Date.

Seller covenants and agrees that, except (v) as expressly contemplated by this Agreement, (w) as disclosed in Schedule 7.2, (x) with the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), (y) as otherwise required by Legal Requirements, after the Execution Date and prior to the Closing Date, and (z) as ordered by the Bankruptcy Court or limited by restrictions or limitations under the Bankruptcy Code on chapter 11 debtors:



(a) Seller shall and shall cause the Transferring Subsidiaries to:

(i) use commercially reasonable efforts, taking into account Seller's status as debtor in possession, to maintain and operate the Assets operated by Seller or a Transferring Subsidiary as a reasonably prudent operator or cause such Assets to be operated as a reasonably prudent operator in the ordinary course of business consistent with past custom and practice;

(ii) pay or cause to be paid all bonuses and rentals, royalties, overriding royalties, shut-in royalties, and minimum royalties and development and operating expenses, and other payments incurred with respect to the Assets operated by Seller or a Transferring Subsidiary except (A) royalties held in suspense as a result of title issues and that do not give any third party a right to cancel an interest in any Assets operated by Seller or a Transferring Subsidiary, and (B) expenses or royalties being contested in good faith, unless the nonpayment of such contested expenses or royalties could result in the termination of an Assigned Lease and Interest, in which case Seller will notify Buyer in writing and obtain Buyer's approval in writing prior to withholding such payment;

(iii) maintain books, accounts and records relating to the Assets in accordance with past custom and practice;

(iv) maintain the personal property, including Equipment, comprising part of the Assets operated by Seller or a Transferring Subsidiary in good a condition and repair consistent with its condition and repair on the date hereof, subject only to ordinary wear and tear;

(v) use commercially reasonable efforts, taking into account Seller's status as debtor in possession, to (A) retain Seller's and its Affiliates' employees who are in good standing and are necessary to operate the Assets as they are currently being operated, and (B) maintain its relationships and contracts with and preserve the goodwill of its key service providers;

(vi) pay all Taxes and assessments with respect to the Assets that became due and payable prior to the Closing Date or that relate to periods prior to the Closing Date, other than with respect to Taxes and assessments contested by Seller in good faith, written notice of which have been received by Buyer;

(vii) maintain insurance upon the Assets in such amounts and kinds comparable to that in effect on the date hereof;

(viii) provide written notice to Buyer of any notices, requests or proposals to or from a third party or Governmental Authority, including under any Order, contract, commitment or agreement, that relates to any Asset or to the operation of any Assets, and that would require Seller or a Transferring Subsidiary to take or refrain from taking any actions relating to the Assets or to the operation of the Assets or that contains provisions under which Seller's or a Transferring Subsidiary's failure to act or elect would result in an election not to participate in any proposed Well; *provided*, that after such written notice is given by Seller to Buyer, Buyer shall, as promptly as reasonably practicable (but in no event later than five (5) Business Days prior to the date Seller's response is due) notify Seller regarding Buyer's proposed actions or other responses to such notices, requests or proposals, and the Parties shall thereafter meet expeditiously and work in good faith to agree upon all actions and/or responses to be made by Seller to any such notices, requests or proposals; and

(ix) perform all other land and accounting services as would a reasonably prudent operator to maintain the Assets.

(b) Seller shall not and shall cause the Transferring Subsidiaries not to:

(i) abandon, dispose of, or relinquish any Asset (except any abandonment of Leases to the extent any such Leases terminate pursuant to their terms);

(ii) commence, propose, or agree to participate in any single operation with respect to the Wells or Assigned Leases and Interests with an anticipated cost in excess of One Hundred Thousand Dollars (\$100,000) net to the interest of Seller without the prior written consent of Buyer, except for emergency operations taken in the face of risk to life, injury, property or the environment, operations scheduled under the AFEs listed on Disclosure Schedule 5.8, or operations required by any Governmental Authority (including with respect to plugging and abandoning obligations), each of which Seller may perform without Buyer's prior written consent provided Seller provides prior written notice thereof to Buyer;

(iii) terminate, cancel, or materially amend or modify any Assigned Contract or Assigned Lease and Interest;

(iv) sell, lease, encumber, or otherwise dispose of all or any portion of any Assets, except sales of Hydrocarbons in the ordinary course of business;

(v) (A) waive, compromise or settle any Proceeding or (B) violate, breach or default under any material right, in each case, that could reasonably be expected to adversely affect Buyer's interest in, ownership or use of, and ability to operate, the Assets after Closing;

(vi) take any affirmative action that would result in any of the Assets becoming subject to any (A) new Encumbrance, (B) restriction on operation or use, or (C) additional claim, obligation or Liability, in each case, that could reasonably be expected to adversely affect Buyer's interest in, ownership or use of, and ability to operate, the Assets after Closing;

(vii) enter into any Lease, Mineral Interest, or any Contract that would be a Material Assigned Contract, or that would have payments by or result in revenues to any of the Transferring Subsidiaries, Seller or Buyer in excess of One Hundred Thousand Dollars (\$100,000), and that, in each case would be, the responsibility of Buyer after Closing, in each case, other than in ordinary course of business (for the avoidance of doubt, the Parties acknowledge and agree that any Contract entered into by any Seller for the purchase or sale of Hydrocarbons is considered to be in the ordinary course of business);

(viii) prior to meeting with Buyer in accordance with Section 7.2(a)(viii), make any non-consent election or otherwise fail to timely elect to participate in any operation related to any Well or Lease, including in connection with any Oklahoma corporation commission proceeding; or

(ix) enter into any agreement or commitment to take any action prohibited by this Section 7.2(b).

### 7.3 Commercially Reasonable Efforts.

(a) Seller, on the one hand, and Buyer, on the other hand, shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated hereby, including using commercially reasonable efforts to accomplish the following: (i) the taking of all reasonable acts necessary to cause the conditions precedent set forth in Article 9 and Article 10 to be satisfied, (ii) the obtaining, at the earliest practicable date, of all necessary Governmental Authorizations and the making of all necessary registrations, declarations and filings (including registrations, declarations and filings with Governmental Authorities, if any) and the taking of all reasonable steps as may be necessary to avoid any Proceeding by any Governmental Authority, and (iii) the execution or delivery of any additional instruments necessary to consummate the transactions contemplated hereby and to fully carry out the purposes of this Agreement. Additionally, with regard to each Well operated by a party other than Seller, Buyer shall, as soon as reasonably practicable after the

Closing Date, deliver to the applicable operator of such Well a copy of the recorded Assignment evidencing the conveyance of Seller's interest in such Well to Buyer, as well as any other documentation reasonably requested by such operator to evidence such conveyance.

(b) Seller, on the one hand, and Buyer, on the other hand, (i) shall promptly inform each other of any communication from any Governmental Authority concerning this Agreement, the transactions contemplated hereby, and any filing, notification or request for approval and (ii) shall permit the other to review in advance any proposed written or material oral communication or information submitted to any such Governmental Authority in response thereto. In addition, neither of Parties shall agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry with respect to this Agreement or the transactions contemplated hereby, unless such Party consults with the other Party in advance and, to the extent permitted by any such Governmental Authority, gives the other Party the opportunity to attend and participate thereat, in each case to the maximum extent practicable. Subject to any restrictions under applicable Legal Requirements, each of Buyer, on the one hand, and Seller, on the other hand, shall furnish the other with copies of all correspondence, filings and communications (and memoranda setting forth the substance thereof) between it and its Affiliates and its respective Representatives on the one hand, and the Governmental Authority or members of its staff on the other hand, with respect to this Agreement, the transactions contemplated hereby (excluding documents and communications which are subject to preexisting non-disclosure agreements or to the attorney-client privilege or work product doctrine) or any such filing, notification or request for approval. Each Party shall also furnish the other Party with such necessary information and assistance as such other Party and its Affiliates may reasonably request in connection with their preparation of necessary filings, registration or submissions of information to the Governmental Authority in connection with this Agreement, the transactions contemplated hereby and any such filing, notification or request for approval.

(c) Subject to the terms and conditions of this Agreement, Buyer shall take any and all commercially reasonable steps necessary to avoid or eliminate any impediments under any applicable antitrust, competition or trade regulation laws that may be asserted by any Governmental Authority with respect to the transactions contemplated hereby so as to enable the Closing to occur as soon as reasonably possible, including proposing, negotiating, committing to and effecting, by consent decree or otherwise, the sale, divestiture or disposition of such assets or businesses of Buyer or any of its Subsidiaries as may be required in order to avoid the entry, or to effect the dissolution, of any injunction, temporary restraining order or other order in any suit or proceeding, which would otherwise have the effect of preventing, delaying or restricting the consummation of the transactions contemplated in this Agreement.

#### 7.4 Bankruptcy Court Approval.

(a) Seller and Buyer acknowledge that this Agreement and the sale of the Assets and the assumption and assignment of the Assigned Contracts and Assigned Leases and Interests are subject to Bankruptcy Court approval. Seller and Buyer acknowledge that (i) to obtain such approval, Seller must demonstrate that it has taken reasonable steps to obtain the highest and otherwise best offer possible for the Assets, and that such demonstration shall include giving notice of the transaction contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, and, if necessary, conducting the Auction, and (ii) Buyer must provide adequate assurance of future performance as required under the Bankruptcy Code with respect to each Assigned Contract and Assigned Lease and Interest.

(b) In the event an appeal is taken or a stay pending appeal is requested, from either the Bidding Procedures Order or the Sale Order, Seller shall promptly notify Buyer of such appeal or stay request and shall provide to Buyer promptly a copy of the related notice of appeal or Order

of stay. Seller shall also provide Buyer with written notice of any motion or application filed in connection with any appeal from either of such Orders.

(c) From and after the Execution Date and prior to the Closing or the termination of this Agreement in accordance with Section 11.1, Seller shall not take any action which is intended to (or is reasonably likely to), or fail to take any action the intent (or the reasonably likely result) of which failure to act is to, result in the reversal, voiding, modification or staying of the Bidding Procedures Order or this Agreement. If Buyer is the Successful Bidder at the Auction, Seller shall not take any action which is intended to (or is reasonably likely to), or fail to take any action the intent (or the reasonably likely result) of which failure to act is to, result in the reversal, voiding, modification or staying of the Sale Order or this Agreement.

7.5 Updates and Amendments of Exhibits, Schedules and Disclosure Schedules.

(a) Until the Auction (if any), Seller shall amend, modify and/or supplement (i) Exhibit C, Exhibit E, Schedule 2.2(g), and Schedule 2.2(h), in each case, as applicable, in order to reflect (A) any new Contracts or Leases taken by Seller, or (B) the deletion of any Contracts or Leases (each, an “Exhibit Supplement”), and (ii) the Disclosure Schedules hereto with respect to any matters discovered or occurring subsequent to the Execution Date that have caused or would be reasonably likely to cause any representation or warranty of Seller or any Transferring Subsidiary to be untrue or inaccurate in any respect when made (each, a “Schedule Supplement,” and together with the Exhibit Supplement, the “Supplement”). Each Schedule Supplement shall specify the representation or warranty so affected and include supplement disclosure schedules to the extent such supplemental disclosure would have been required to be set forth or described in the schedules referenced in Article 5 and delivered as of the Execution Date or is necessary to correct any information in such schedules or in any representation or warranty of Seller or any Transferring Subsidiary which has been rendered inaccurate. Any disclosure in any such Supplement shall not be deemed to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement or of determining whether or not the conditions set forth in Article 10 have been satisfied.

(b) In the event that, after the Auction and prior to the date that is 180 days after the Closing Date, either Party discovers any Mineral Interest owned by Seller or a Transferring Subsidiary in any county in which an Assigned Lease and Interest is located that was not conveyed to Buyer, such Party shall notify the other Party thereof and the Parties shall use commercially reasonable efforts to have such Mineral Interest assigned to Buyer consistent with the terms of this Agreement (and without additional consideration from Buyer).

7.6 Bidding Procedures.

The bidding procedures to be employed with respect to this Agreement shall be those reflected in the Bidding Procedures Order. Buyer agrees and acknowledges that Seller and its Representatives and Affiliates are and may continue soliciting inquiries, proposals or offers from third parties for the Assets in connection with any alternative transaction pursuant to the terms of the Bidding Procedures Order.

7.7 Access to Buyer Documentation.

On or before five (5) Business Days prior to the Auction, Buyer shall have delivered to Seller true and complete, fully-executed copies of Buyer’s Certificate of Formation and Limited Liability Company Agreement. All such information obtained or reviewed by Seller shall be maintained confidential by Seller and shall be governed by the terms of the Non-Disclosure Agreement.

7.8 Cooperation with Financing.

From the Execution Date to the Closing Date, Seller shall, and shall cause its Affiliates,

and its and their officers and employees to use commercially reasonable efforts to assist Buyer, its Affiliates and their respective Representatives in obtaining any financing desired by Buyer to fund at or following the Closing the acquisition and development of the Assets, including by using commercially reasonable efforts to take the following actions: (i) make Seller's officers, employees and representatives reasonably available, upon prior written notice, for meetings and due diligence sessions with prospective financing sources; (ii) reasonably cooperate with prospective lenders, placement agents, initial purchasers and their respective advisors in performing their due diligence; and (iii) reasonably assist Buyer in procuring credit agreements, notes, mortgages, pledge and security documents, landlord waivers, estoppels, consents, and approvals and other definitive financing documents or other requested certificates or documents (including solvency certificates to the extent required). Buyer shall reimburse Seller for all reasonable fees, costs and expenses which Seller would not have incurred but for Seller's obligations under this Section 7.8. Notwithstanding the foregoing, nothing herein shall expand any Party's representations, warranties, covenants or agreements set forth in this Agreement or give Buyer, its Affiliates or any third party any rights to which it is not entitled hereunder. Buyer shall release Seller, its Affiliates and its and their officers and employees from, and shall fully protect, defend, indemnify and hold harmless such Persons from and against, in each case, any and all Liabilities relating to, arising out of or connected with any cooperation provided in accordance with this Section 7.8. Notwithstanding this Section 7.8 or anything in this Agreement to the contrary, the Parties agree and acknowledge that Buyer's completion of any financing is not a condition to the consummation of the transactions contemplated by this Agreement.

7.9 Updated Suspense Funds.

On or before one (1) Business Day prior to the Closing Date, Seller shall provide to Buyer an updated list, true and correct as of the Closing Date, of all Suspense Funds and the name or names of the parties to whom such funds are owed.

7.10 Updated AFE Expenditures.

On or before one (1) Business Day prior to the Closing Date, Seller shall provide to Buyer an updated list, true and correct as of the Closing Date, of all AFEs set forth in Disclosure Schedule 5.8.

## ARTICLE 8

### ADDITIONAL AGREEMENTS

8.1 Taxes.

(a) Any transfer, documentary, sales, use, stamp, registration and other such Taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Agreement ("Transfer Taxes") shall be borne by Buyer. Seller and Buyer shall use commercially reasonable efforts to and cooperate in good faith to exempt the sale and transfer of the Assets from Transfer Taxes, including under Section 1146(a) of the Bankruptcy Code. Buyer will, at its own expense, file all necessary Tax Returns and other documentation with respect to all Transfer Taxes, and, if required by applicable law, the Parties will, and will cause their Affiliates to, join in the execution of any such Tax Returns and other documentation.

(b) Seller shall retain responsibility for, and shall bear and pay, all ad valorem, property, excise, severance, production or similar Taxes based upon operation or ownership of the Assets or the production of Hydrocarbons or the receipt of proceeds therefrom (but excluding, for the avoidance of doubt, income taxes, franchise taxes and Transfer Taxes) (collectively, the "Asset Taxes") assessed with respect to the Assets for (i) any period ending on or prior to the Effective Date and (ii) the portion of any Straddle Period ending on or prior to the Effective Date; *provided, however*, Seller shall

not be obligated to pay any such Tax that is disputed in good faith by Seller for which adequate reserves have been recorded in Seller's books and records; and *provided, further*, that Seller shall place any such disputed amount into escrow pending resolution of such dispute, and if such dispute is not resolved within one (1) year of the Closing Date, such funds shall be made available for the settlement of any such dispute. For purposes of allocation between the Parties of Asset Taxes assessed with respect to the Assets that are payable with respect to any tax periods beginning before and ending after the Effective Date ("Straddle Periods"), the portion of any such taxes that are attributable to the portion of the Straddle Period that ends on or prior to the Effective Date shall (1) in the case of such Asset Taxes that are based upon or related to income or receipts or imposed on a transactional basis such as severance or production taxes, be allocated based on revenues from sales occurring on or before the Effective Date (which shall be Seller's responsibility) and from and after the Effective Date (which shall be Buyer's responsibility); and (2) in the case of other Asset Taxes, be allocated pro rata per day between the period on or prior to the Effective Date (which shall be Seller's responsibility) and the period after the Effective Date (which shall be Buyer's responsibility). For purposes of clause (1) of the preceding sentence, any exemption, deduction, credit or other item that is calculated on an annual basis shall be allocated pro rata per day between the period ending on or prior to the Effective Date and the period beginning at the Effective Date. At the Closing, Asset Taxes with respect to each Asset for the applicable Straddle Period shall be prorated in accordance with the foregoing provisions based on the Asset Tax assessment for such Asset for such Straddle Period, if available, or if otherwise, based on the Asset Taxes paid with respect to such Asset during the preceding Tax period. With respect to any not yet delinquent Asset Taxes relating to a Tax year ending after the Effective Date, Buyer will assume responsibility for the actual payment of all such Asset Taxes to the applicable Governmental Authority. With respect to any Asset Taxes relating to a Straddle Period or pre-Effective Date Tax period that are delinquent as of the Effective Date, the amount of which is known and not subject to dispute, Buyer shall pay the delinquent amount of such Asset Taxes directly to the applicable Governmental Authority at the Closing.

(c) Seller, on the one hand, or Buyer, on the other hand, as the case may be (the "Reimbursing Party"), shall provide reimbursement for any Tax paid by the other Party (the "Paying Party"), all or a portion of which is the responsibility of the Reimbursing Party, or which represents an overpayment for Taxes by the Paying Party, in accordance with the terms of this Section 8.1 or which represents an overpayment of Taxes by the Paying Party. Within a reasonable time prior to the payment of any such Tax, the Paying Party shall give notice to the Reimbursing Party of the Tax payable and the Paying Party's and Reimbursing Party's respective Liability therefor, although failure to do so will not relieve the Reimbursing Party from its Liability hereunder except to the extent the Reimbursing Party is prejudiced thereby. Any amounts which may become payable from Seller to Buyer pursuant to Section 8.1(b) shall constitute a super priority administrative expense of Seller under Section 364(c)(1) of the Bankruptcy Code with priority over any and all administrative expenses of the kind specified in Sections 503(b) or 507(b) of the Bankruptcy Code.

(d) Buyer and Seller agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Assets (including access to books and records and Tax Returns and related working papers dated before Closing) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, the prosecution or defense of any claims, suit or proceeding relating to any Tax, and the claiming by Buyer of any federal, state or local business tax credits or incentives that Buyer may qualify for in any of the jurisdictions in which any of the Assets are located; *provided, however*, that neither Buyer nor Seller shall be required to disclose the contents of its income Tax Returns to any Person. Any expenses incurred in furnishing such information or assistance pursuant to this Section 8.1(d) shall be borne by the Party requesting it.

### 8.2 Allocation of Purchase Price.

The Base Purchase Price (and all other capitalized costs) shall be allocated among the Assets as set forth on Schedule 8.2, which shall be in accordance with Code §1060 and the regulations thereunder (and any similar provision of state, local, or non-U.S. law, as appropriate). The allocation to each Asset is referred to herein as the “Allocated Value” of such Asset, and the general allocation of value described in this Section 8.2 is referred to herein as the “Tax Allocation”. Seller and Buyer agree to be bound by the Allocated Values set forth in Schedule 8.2 for purposes of this Agreement. Seller and Buyer each agree to report, and to cause their respective Affiliates to report, the federal, state, and local income and other Tax consequences of the transactions contemplated herein, and in particular to report the information required by Code §1060(b), and to jointly prepare Form 8594 (Asset Acquisition Statement under Code §1060) as promptly as possible following the Closing Date and in a manner consistent with the Tax Allocation, as may be revised, to take into account subsequent adjustments to the Base Purchase Price, including any adjustments pursuant to the Agreement to determine the Purchase Price, and shall not take any position inconsistent therewith upon examination of any Tax Return, in any refund claim, in any litigation, investigation, or otherwise, unless required to do so by any Legal Requirement after notice to and discussions with the other Party, or with such other Party’s prior consent; *provided, however*, that nothing contained herein shall prevent Buyer or Seller from settling any proposed deficiency or adjustment by any Governmental Authority based upon or arising out of the Tax Allocation, and neither Buyer nor Seller shall be required to litigate before any court any proposed deficiency or adjustment by any Governmental Authority challenging the Tax Allocation and neither Buyer nor Seller shall be required to litigate before any court any proposed deficiency or adjustment by any Governmental Authority challenging the Tax Allocation. Notwithstanding any other provision of this Agreement, the terms and provisions of this Section 8.2 shall survive the Closing without limitation.

### 8.3 Bulk Sales.

Buyer and Seller hereby waive compliance with all “bulk sales,” “bulk transfer” and similar laws that may otherwise be applicable with respect to the sale and transfer of any or all of the Assets to Buyer.

### 8.4 Payments Received.

Seller, on the one hand, and Buyer, on the other hand, each agree that, after the Closing, each will hold and will promptly transfer and deliver to the other, from time to time as and when received by them, any cash, checks with appropriate endorsements (using their best efforts not to convert such checks into cash) or other property that they may receive on or after the Closing which properly belongs to the other and will account to the other for all such receipts.

### 8.5 Employee Matters.

Buyer shall have the right (but not the obligation) to make offers to employ each of the Applicable Employees, on such terms and conditions as Buyer may, in its sole discretion, determine. Those Applicable Employees who accept Buyer’s offer of employment made pursuant to this Section 8.5 and commence working for Buyer on the Closing Date are referred to herein as “Transferred Employees.” Buyer’s decisions to offer or not offer employment to each Applicable Employee shall be in Buyer’s sole discretion, but in accordance with all applicable Legal Requirements, and Seller shall have no liability with respect to Buyer’s offer of employment, employment decisions, and employment and termination of employment of a Transferred Employee. Seller shall terminate the employment of all Transferred Employees at Closing. No later than three (3) Business Days prior to the Closing Date, Seller shall notify all Applicable Employees that are not contemplated to be Transferred Employees of the termination of their employment by Seller effective as of, but conditioned upon the occurrence of Closing, other than any such Applicable Employees that mutually agree with Seller to continue their employment with Seller following Closing. Notwithstanding the provisions set forth herein, any Applicable Employee that is not

a Transferred Employee as of the Closing Date, but that accepts an offer of employment with Buyer on or before three (3) months after the Closing Date, shall be deemed to be a Transferred Employee for all purposes under this Agreement.

8.6 WARN Act.

Seller shall have full responsibility for all WARN Act Liabilities relating to the periods prior to or on the Closing Date and, with respect to all employees of Seller and its Affiliates who are not Transferred Employees, for all periods after the Closing Date. Buyer shall have full responsibility for all WARN Act Liabilities relating to the Transferred Employees for periods on or after the Closing Date.

8.7 Assigned Contracts and Assigned Leases and Interests: Adequate Assurance and Performance.

(a) With respect to each Assigned Contract and Assigned Lease and Interest, Buyer shall provide adequate assurance as required under the Bankruptcy Code of the future performance by Buyer of each such Assigned Contract or Assigned Lease and Interest. Buyer and Seller agree that they will promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assigned Contracts and the Assigned Leases and Interests, such as furnishing timely requested and factually accurate affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Buyer's and Seller's employees and Representatives available to testify before the Bankruptcy Court.

(b) Buyer shall pay, perform or satisfy the Assumed Liabilities from time to time and as such Assumed Liabilities become due and payable or are required to be performed or satisfied in accordance with their respective terms.

(c) Without limiting the provisions of Section 8.7(a), Buyer acknowledges that Seller has no duty to maintain any of the bonds, letters of credit, guarantees, cash deposits and insurance that are set forth on Schedule 8.7(c) to secure performance or payment under any Assigned Contracts or Assigned Leases and Interests (collectively, "Seller Credit Obligations") after the Closing, and Buyer agrees to reasonably cooperate with Seller in Seller's efforts to secure the release of any Seller Credit Obligations posted by Seller, such cooperation to include, if necessary, the provision by Buyer of cash to secure Buyer's payment and/or performance under any Assigned Contracts or Assigned Leases and Interests after the Closing. On or before the Closing, Buyer shall use commercially reasonable efforts to obtain, or cause to be obtained in the name of Buyer, replacements for the Seller Credit Obligations. If any Seller Credit Obligation remains outstanding as of the Closing Date, Buyer shall indemnify each member of the Seller Group and hold them harmless against any Losses that the Seller Group may incur under any such Seller Credit Obligations.

8.8 Post-Closing Books and Records and Personnel.

For five (5) years after the Closing Date (or such longer period as may be required by any Governmental Authority or ongoing claim), (a) Buyer shall not dispose of or destroy any of the Records received by Buyer as Assets and (b) Buyer shall allow Seller (including, for clarity, any trust established under a chapter 11 plan of Seller or any other successors of Seller) and any of its directors, officers, employees, counsel, representatives, accountants and auditors reasonable access during normal business hours, at Seller's sole expense and upon reasonable advance notice, to all employees and files of Buyer and its respective Subsidiaries and any Records included in the Assets for purposes relating to the Bankruptcy Case, the wind-down of the operations of Seller, the functions of any such trusts or successors, or other reasonable business purposes, and Seller (including any such trust or successors) and such directors, officers, employees, counsel, representatives, accountants and auditors shall have the right to make copies of any such files, books, records and other materials. Until the closing of the Bankruptcy Case or the liquidation and winding up of Seller's estate, Seller shall preserve and keep the Records and,



at Buyer's sole expense, shall make such Records, and Seller's personnel available to Buyer as may be reasonably required by Buyer in connection with, among other things, any insurance claims by, Proceedings, Actions or Tax audits against, or governmental investigations of, Buyer or any of its Affiliates or in order to enable Buyer to comply with its obligations under this Agreement and each other Transaction Document. In the event any Party desires to destroy any such Records during or after the time during which they must be maintained pursuant to this Section 8.8, such Party shall first give ninety (90) days prior written notice to the other Party and such other Party shall have the right at their option and expense, upon prior written notice given within such ninety (90) day period to the Party desiring to destroy such Records or records, to take possession of the Records within one hundred and eighty (180) days after the date of such notice, or such shorter period as the liquidation and winding up of Seller's estate shall permit.

8.9 No Other Representations or Warranties; Disclaimers; NORM.

(a) **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE TRANSACTION DOCUMENTS, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO BUYER (INCLUDING ANY OPINION, INFORMATION, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO BUYER BY ANY RESPECTIVE AFFILIATE OR REPRESENTATIVE OF SELLER OR BY ANY INVESTMENT BANK OR INVESTMENT BANKING FIRM, ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, SELLER'S COUNSEL, OR ANY OTHER AGENT, CONSULTANT, OR REPRESENTATIVE OF SELLER). EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE TRANSACTION DOCUMENTS, SELLER FURTHER MAKES NO REPRESENTATION, COVENANT OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY FILES, RECORDS OR DATA HERETOFORE OR HEREAFTER FURNISHED IN CONNECTION WITH THE ASSETS, OR AS TO THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE ASSETS, OR THE ABILITY OF THE ASSETS TO PRODUCE HYDROCARBONS. EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE TRANSACTION DOCUMENTS, ANY AND ALL SUCH FILES, RECORDS AND DATA FURNISHED BY SELLER IS PROVIDED AS A CONVENIENCE, AND ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT BUYER'S SOLE RISK. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE TRANSACTION DOCUMENTS, SELLER EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO (A) THE TITLE TO ANY OF THE ASSETS, (B) THE CONDITION OF THE ASSETS (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), IT BEING DISTINCTLY UNDERSTOOD THAT THE ASSETS ARE BEING SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS AS TO ALL MATTERS," (C) ANY INFRINGEMENT BY SELLER OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY, (D) ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO BUYER BY OR ON BEHALF OF SELLER (INCLUDING WITHOUT LIMITATION, IN RESPECT OF ANY SEISMIC DATA, THE EXISTENCE OR EXTENT OF HYDROCARBONS OR THE MINERAL RESERVES, THE RECOVERABILITY OF SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, AND THE ABILITY TO SELL HYDROCARBON PRODUCTION AFTER THE CLOSING), AND (E) THE ENVIRONMENTAL CONDITION AND OTHER CONDITION OF THE ASSETS AND ANY POTENTIAL LIABILITY ARISING FROM OR RELATED TO THE ASSETS.**

(b) Buyer acknowledges and affirms that it has made its own independent investigation, analysis, and evaluation of the transactions contemplated hereby and the Assets (including Buyer's own estimate and appraisal of the extent and value of Seller's Hydrocarbon reserves attributable

to the Assets and an independent assessment and appraisal of the environmental risks associated with the acquisition of the Assets). Buyer acknowledges that in entering into this Agreement, it has relied on the aforementioned investigation and the express representations and warranties of Seller contained in this Agreement and the other Transaction Documents. Buyer hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim, or commencing, instituting, or causing to be commenced, any Proceeding of any kind against Seller or its Affiliates or Subsidiaries, alleging facts contrary to the foregoing acknowledgment and affirmation.

(c) **BUYER ACKNOWLEDGES THAT THE ASSETS HAVE BEEN USED FOR EXPLORATION, DEVELOPMENT AND PRODUCTION OF OIL, GAS AND WATER AND THAT THERE MAY BE PETROLEUM, PRODUCED WATER, WASTES OR OTHER HAZARDOUS SUBSTANCES LOCATED ON, UNDER OR ASSOCIATED WITH THE ASSETS. EQUIPMENT AND SITES INCLUDED IN THE ASSETS MAY CONTAIN NORM. NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS, MATERIALS AND EQUIPMENT AS SCALE, OR IN OTHER FORMS; THE WELLS, MATERIALS AND EQUIPMENT LOCATED ON OR INCLUDED IN THE ASSETS MAY CONTAIN NORM AND OTHER WASTES OR HAZARDOUS SUBSTANCES; AND NORM CONTAINING MATERIAL AND OTHER WASTES OR HAZARDOUS SUBSTANCES MAY HAVE BEEN BURIED, COME IN CONTACT WITH THE SOIL OR OTHERWISE BEEN DISPOSED OF ON OR AROUND THE ASSETS. SPECIAL PROCEDURES MAY BE REQUIRED FOR THE REMEDIATION, REMOVAL, TRANSPORTATION OR DISPOSAL OF WASTES, ASBESTOS, HAZARDOUS SUBSTANCES, INCLUDING HYDROGEN SULFIDE GAS AND NORM FROM THE ASSETS. FROM AND AFTER THE CLOSING, BUYER SHALL ASSUME RESPONSIBILITY FOR THE CONTROL, STORAGE, HANDLING, TRANSPORTING AND DISPOSING OF OR DISCHARGE OF ALL MATERIALS, SUBSTANCES AND WASTES FROM THE ASSETS (INCLUDING PRODUCED WATER, HYDROGEN SULFIDE GAS, DRILLING FLUIDS, NORM AND OTHER WASTES), PRESENT AFTER THE EFFECTIVE DATE, IN A SAFE AND PRUDENT MANNER AND IN ACCORDANCE WITH ALL APPLICABLE ENVIRONMENTAL LAWS.**

#### 8.10 Casualty.

(a) If, after the Execution Date and prior to the Closing, a material part of the Assets suffers a Casualty Loss or if a material part of the Assets is taken in condemnation or under the right of eminent domain or if proceedings for such purposes are pending or threatened, Seller shall promptly give Buyer written notice of such occurrence, including reasonable particulars with respect thereto, and this Agreement shall remain in full force and effect notwithstanding any such Casualty Loss or condemnation.

(b) With regard to a Casualty Loss or condemnation occurring after the Execution Date, without Buyer's prior consent (which shall not be unreasonably withheld, conditioned or delayed), no insurance or condemnation proceeds shall be committed or applied by Seller to repair, restore or replace a lost, damaged, destroyed or taken portion of the Assets if the cost to repair, restore or replace a lost, damaged, destroyed or taken portion of the Assets is projected to exceed Fifty Thousand Dollars (\$50,000). To the extent such proceeds are not committed or applied by Seller prior to the Closing Date in accordance with this Section 8.10(b), Seller shall at the Closing pay to Buyer all sums paid to Seller by reason of such loss, damage, destruction or taking, less any reasonable costs and expenses incurred by Seller in collecting such proceeds. In addition and to the extent such proceeds have not been committed or applied by Seller in accordance with this Section 8.10(b), in such repair, restoration or replacement, Seller shall transfer to Buyer, at the Closing, without recourse against Seller, all of the right, title and interest of Seller in and to any unpaid insurance, condemnation or eminent domain proceeds arising out of such loss, damage, destruction or taking, less any reasonable costs and expenses incurred by Seller in collecting such proceeds. Any such funds that have been committed by Seller for repair, restoration or replacement as aforesaid shall be paid by Seller for such purposes or, at Seller's option, delivered to Buyer upon Seller's receipt from Buyer of adequate assurance and indemnity that Seller shall incur no liability or expense as a result of such commitment.

(c) Notwithstanding anything to the contrary in this Agreement, (i) at the Closing, the Assets affected by a Casualty Loss, taken in condemnation or under right of eminent domain shall be included in the Closing and Buyer shall pay the full Allocated Value therefor, subject to any applicable adjustments under this Agreement, and (ii) Buyer's recourse with respect to Assets taken in condemnation or under a right of eminent domain or Casualty Loss shall be limited to the proceeds of Seller's applicable insurance coverage actually recovered by Seller in respect thereof or other sums paid to Seller by third parties (or an assignment of claims related thereto), which proceeds or other sums shall be payable to Buyer only upon or after the Closing of the transactions contemplated hereby. Except as set forth herein, Seller shall have no other liability or responsibility to Buyer with respect to a condemnation or Casualty Loss, **EVEN IF SUCH CASUALTY LOSS SHALL HAVE RESULTED FROM OR SHALL HAVE ARISEN OUT OF THE SOLE OR CONCURRENT NEGLIGENCE, FAULT, VIOLATION OF A LEGAL REQUIREMENT (BUT NOT THE WILLFUL MISCONDUCT OF SELLER OR ANY MEMBER OF SELLER GROUP).**

#### 8.11 Successor Operator.

Seller shall use its commercially reasonable efforts to support Buyer's efforts to be appointed or to have a designee appointed as the successor operator of those Properties that Seller currently operates. Notwithstanding the foregoing, Seller makes no representations or warranties to Buyer as to the transferability of operatorship of any Properties which Seller currently operates. Rights and obligations associated with operatorship of the Properties are governed by operating agreements or similar agreements and will be determined in accordance with the terms of such agreements.

#### 8.12 Preferential Purchase Rights.

(a) Unless notice has been previously provided by Seller that is sufficient, in all respects, with the Bankruptcy Code requirements, Seller shall, within three (3) Business Days after the Bidding Procedures Order is entered by the Bankruptcy Court, deliver to each holder of a Preferential Purchase Right a notice reasonably satisfactory to Buyer (i) containing a copy of the Bidding Procedures Order, the motion seeking entry of the Bidding Procedures Order, this Agreement, the proposed Sale Order and the sale notice, and (ii) informing such holder that it must submit a notice to Seller by the Bid Deadline of such holder's intent to exercise or not exercise its Preferential Purchase Right at the Auction.

(b) If any Preferential Purchase Right is exercised prior to the Closing, then that portion of the Assets affected by such Preferential Purchase Right shall be excluded from the Assets at Closing and the Base Purchase Price shall be adjusted downward by an amount equal to the Allocated Value of such excluded Asset(s).

(c) Subject to clause (b) above, all Assets that are subject to Preferential Purchase Rights shall be transferred or assigned to Buyer at the Closing, and Buyer shall take title to such Assets subject to such Preferential Purchase Rights. In the event any holder of a valid Preferential Purchase Right thereafter lawfully and timely exercises its Preferential Purchase Right, Buyer shall assign such affected Assets to the holder of such Preferential Purchase Right, and such holder shall pay Buyer all proceeds generated from the exercise of such Preferential Purchase Right.

(d) If a Preferential Purchase Right is not discovered prior to Closing, the affected Asset(s) is conveyed to Buyer at Closing, and such Preferential Purchase Right is validly exercised by the holder thereof after Closing, then Buyer (i) agrees to convey such affected Asset(s) to the Person exercising such Preferential Purchase Right on the same terms and conditions under which Seller conveyed such Asset(s) to Buyer (with the purchase price for such Asset(s) being the Allocated Value of the affected Asset(s)) and (ii) shall be entitled to retain all amounts paid by the Person exercising such Preferential Purchase Right. In the event of such exercise, Buyer shall prepare, execute and deliver a form of conveyance of such Asset(s) to such exercising Person, such conveyance to be in substantially the form of the Assignment.

(e) All Assets for which any applicable Preferential Purchase Right has been waived, or as to which the period to exercise the applicable Preferential Purchase Right has expired without the exercise thereof, in each case, prior to Closing, shall be transferred to Buyer at Closing pursuant to the provisions of this Agreement.

#### 8.13 Accounting Adjustments for Revenues and Expenses.

(a) The Base Purchase Price shall be increased by the following (without duplication): (i) an amount equal to the value of all merchantable allowable oil or other liquid Hydrocarbons in storage owned by Seller at or beyond a custody transfer point on the Effective Date that is credited to the Assets, such value to be the price received as of the Effective Date, or if not received, the current market price, in each case, less Taxes and gravity adjustments deducted by the purchaser of such oil or other liquid Hydrocarbons; (ii) the aggregate amount of all costs and expenses paid in connection with the ownership, operation and maintenance of the Properties (including rentals, overhead, royalties, Lease option and extension payments, Taxes and other charges and expenses billed under applicable operating agreements or governmental statute(s)) which are properly paid by or on behalf of Seller, are not subject to reimbursement to Seller pursuant to a joint interest billing and are attributable to the period on or after the Effective Date (including any pre-paid charges); (iii) the aggregate amount of all Known Receivables; (iv) all cash call pre-payment amounts set forth on Schedule 8.13(a)(iv) (which the Parties agree shall be updated two (2) Business Days prior to the Closing Date), royalty overpayment amounts and/or future deductions as royalty offsets associated with the Assets as of the Effective Date; (v) an amount equal to \$450.00 for each Well operated by Seller for the period from the Effective Date to the Closing Date, representing overhead charges of Seller with respect to Seller's operated Properties; and (vi) any other amount provided elsewhere in this Agreement or agreed upon in writing by Buyer and Seller;

(b) The Base Purchase Price shall be decreased by the following (without duplication): (i) the amount of any proceeds received by Seller from the sale of Hydrocarbons, produced from and after the Effective Date, from the Properties (net of royalties and other burdens on Buyer's share of the proceeds from the production of Hydrocarbons not otherwise accounted for hereunder) actually received by Seller; (ii) the amount of all Suspense Funds; (iii) the aggregate amount of all expenditures paid (if any) in connection with the ownership, operation and maintenance of the Properties (including rentals, overhead, royalties, Lease option and extension payments, Taxes and other charges and expenses billed under applicable operating agreements or governmental statute(s)) which are paid by or on behalf of Buyer, are not subject to reimbursement to Buyer pursuant to a joint interest billing and are attributable to the period prior to the Effective Date; (iv) the amount of any proceeds received by Seller from the rental, salvage, or other disposition of any Asset after the Effective Date; (v) reductions to the Base Purchase Price for Cure Costs in excess of the Cure Adjustment Threshold pursuant to Section 2.5(c); (vi) reductions to the Base Purchase Price for Hard Consents pursuant to Section 2.6; (vii) reductions to the Base Purchase Price for Preferential Purchase Rights pursuant to Section 8.12; (viii) an amount equal to the aggregate amount of all costs and expenses (other than Taxes) paid in connection with the ownership, development, production, operation, and maintenance of the Assets (including rentals, overhead, royalties, and other charges, including overhead charges and other indirect costs and expenses billed under applicable operating agreements or governmental statute(s)) which are properly paid by or on behalf of Buyer, are not subject to reimbursement to Buyer pursuant to a joint interest billing and are attributable to the period prior the Effective Date; and (ix) any other amount provided elsewhere in this Agreement or agreed upon by Buyer and Seller.

(c) The Base Purchase Price will be adjusted upward or downward, as applicable, by (i) the net Mcf amount of the aggregate Imbalances attributable to Seller's Net Revenue Interest in the Wells as of the Effective Date multiplied by \$2.50 per Mcf of gas for such Well (upward for underage and downward for overage); and (ii) the MMBtu amount of any pipeline Imbalances or unsatisfied throughput obligations attributable to Seller or the Assets for Seller's ownership prior to the

Effective Date multiplied by the actual settlement price per MMBtu (upward for over deliveries and downward for under deliveries).

8.14 Initial Adjustment at Closing.

At least five (5) Business Days before the Closing Date, Seller shall provide to Buyer a statement showing its computations, calculated in good faith, of the amount of the adjustments provided for in Section 8.13 above. Buyer and Seller shall attempt to agree upon such adjustments prior to Closing; *provided* that if agreement is not reached, Seller's computation shall be used at Closing, subject to further adjustment under Section 8.15 below. If the amount of adjustments so determined which would result in a credit to Buyer exceeding the amount of adjustments so determined which would result in a credit to Seller, Buyer shall receive a Base Purchase Price reduction at Closing for the amount of such excess, and if the converse is true, then the amount to be paid by Buyer to Seller at Closing shall be increased by the amount of such excess.

8.15 Adjustment Post Closing.

On or before one hundred and twenty (120) days after Closing, Buyer and Seller shall review any information which may then be available pertaining to the adjustments provided for in Section 8.13, and shall determine if any additional adjustments should be made beyond those made at Closing (whether the same be made to account for expenses or revenues not considered in making the adjustments made at Closing, or to correct errors made in the adjustments made at Closing). If the Parties fail to agree on final adjustments within such one hundred and twenty (120) day period, either Party may, within thirty (30) days after the end of such period, submit the disputed items to KPMG US LLP or another nationally-recognized, United States-based independent public accounting firm on which the Parties mutually agree in writing (the "Accounting Referee"); *provided, however*, that the Accounting Referee shall not have performed any material work for any Party or their respective Affiliates within three (3) years of the date hereof. If KPMG US LLP is unable or unwilling to serve as the Accounting Referee and the Parties are unable to agree upon the designation of a Person or entity as substitute Accounting Referee, then Seller or Buyer, or either of them, may in writing request the Bankruptcy Court to appoint a substitute Accounting Referee; *provided* that such Person or entity so appointed shall be a national or regional accounting firm with no prior material relationships with Seller or Buyer or their respective Affiliates and shall have experience in auditing companies engaged in oil and gas exploration and development activities. Any unresolved matters described in this Section 8.15 that are not submitted to the Accounting Referee within such thirty (30) day period shall be deemed waived by the Parties, which waiver shall be final and binding on the Parties and the subject matter thereof shall not be subject to further review or audit. The Parties shall direct the Accounting Referee to resolve the disputes within thirty (30) days after submission of the matters in dispute. The Accounting Referee shall act as an expert for the limited purpose of determining the specific disputed matters submitted by either Party and may not award damages or penalties to either Party with respect to any matter. Seller and Buyer shall share equally the Accounting Referee's costs, fees and expenses (including attorneys' fees). The final settlement statement, whether as agreed between the Parties or as determined by a decision of the Accounting Referee (the "Final Settlement Statement"), shall be binding on, and non-appealable by, the Parties and not subject to further review or audit. If the aggregate adjustments provided for in Section 8.13, as reflected in the Final Settlement Statement, result in an increase to the Base Purchase Price (as adjusted pursuant to Section 8.14), Buyer shall pay or cause to be paid to Seller an amount equal to the amount of such increase plus the Adjustment Holdback Amount within five (5) Business Days after the date on which all disputes in respect of the Final Settlement Statement are finally resolved (whether by agreement of the Parties or pursuant to the Accounting Referee's decision). If the aggregate adjustments provided for in Section 8.13, as reflected in the Final Settlement Statement, result in a decrease to the Base Purchase Price (as adjusted pursuant to Section 8.14) and the amount of such decrease is less than the Adjustment Holdback Amount, Buyer shall pay to Seller an amount equal to the Adjustment Holdback Amount minus the amount of such decrease within five (5) Business Days after the date on which all disputes in respect of the Final Settlement

Statement are finally resolved (whether by agreement of the Parties or pursuant to the Accounting Referee's decision). If the aggregate adjustments provided for in Section 8.13, as reflected in the Final Settlement Statement, result in a decrease to the Base Purchase Price (as adjusted pursuant to Section 8.14) and the amount of such decrease is greater than the Adjustment Holdback Amount, Seller shall pay to Buyer an amount equal to the amount of such decrease minus the Adjustment Holdback Amount within five (5) Business Days after the date on which all disputes in respect of the Final Settlement Statement are finally resolved (whether by agreement of the Parties or pursuant to the Accounting Referee's decision). If the aggregate adjustments provided for in Section 8.13, as reflected in the Final Settlement Statement, result in a decrease to the Base Purchase Price (as adjusted pursuant to Section 8.14) and the amount of such decrease is equal to the Adjustment Holdback Amount, then no adjustment payments will be made pursuant to this Section 8.15. During the period between Closing and the point in time when the Final Settlement Statement has been agreed to by the Parties, or determined by a decision of the Accounting Referee, each Party shall, on a monthly basis, (i) pay over to the other Party any revenue received by it (net of related expenses) with respect to the Assets which is owed to the other Party as set forth in Section 8.13 above and such payments shall be considered in making such post-Closing adjustments, and (ii) deliver any cash, checks with appropriate endorsements (using their best efforts not to convert such checks into cash) or other property that it may receive on or after the Closing which properly belongs to the other Party, and such payments and deliveries shall be considered in determining the Final Settlement Statement. Notwithstanding the foregoing, as of the date that the Final Settlement Statement is agreed to by the Parties, or determined by a decision of the Accounting Referee, the Final Settlement Statement shall be final and binding on the Parties and not subject to further review or audit, and neither Party shall have any further rights or obligations regarding payment of money or delivery of property pursuant to the preceding sentence.

## ARTICLE 9

### CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER TO CLOSE

The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver, at or prior to the Closing, of each of the following conditions:

#### 9.1 Accuracy of Representations.

The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects (except that those representations and warranties which are qualified as to materiality, Material Adverse Effect or similar expressions shall be true and correct in all respects) on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date (*provided* that representations and warranties which are confined to a specified date shall speak only as of such date); *provided, however*, that in the event of a breach of or inaccuracy in the representations and warranties of Seller set forth in this Agreement, the condition set forth in this Section 9.1 shall be deemed satisfied unless for all of Seller's representations and warranties, the effect of all uncured breaches of or inaccuracies in such representations and warranties taken together results in a Material Adverse Effect. Unless otherwise waived by Buyer, Buyer shall have received a certificate of Seller to such effect signed by a duly authorized officer thereof. If Buyer determines that there has been a breach or inaccuracy of any of Seller's representations and warranties, it shall provide Seller with notice of such breach or inaccuracy as promptly as reasonably practicable after the determination thereof, so that Seller may attempt to cure such breach or inaccuracy on or before the Closing Date.

#### 9.2 Seller's Performance.

Each covenant and agreement that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with

in all material respects (except that those covenants and agreements that are qualified as to materiality or Material Adverse Effect or similar expressions shall have been duly performed and complied with in all respects), and Buyer shall have received a certificate of Seller to such effect signed by a duly authorized officer thereof.

9.3 No Order.

No Governmental Authority shall have enacted, issued, promulgated or entered any Order or other Legal Requirement which is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transaction contemplated by this Agreement or could cause any of such transactions to be rescinded following the Closing.

9.4 Seller's Deliveries.

Each of the deliveries required to be made to Buyer pursuant to Section 4.4 shall have been so delivered.

9.5 Bidding Procedures Order; Sale Order.

(a) The Bidding Procedures and Bidding Procedures Order shall have been entered no later than September 30, 2016.

(b) The Bankruptcy Court shall have entered the Sale Order and the Sale Order shall have become a Final Order.

## ARTICLE 10

### CONDITIONS PRECEDENT TO THE OBLIGATION OF SELLER TO CLOSE

Seller's obligation to consummate the transactions contemplated by this Agreement is subject to the satisfaction or waiver, at or prior to the Closing, of each of the following conditions:

10.1 Accuracy of Representations.

The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects (except that those representations and warranties which are qualified as to materiality or similar expressions shall be true and correct in all respects) on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date (*provided* that representations and warranties which are confined to a specified date shall speak only as of such date). Seller shall have received a certificate of Buyer, dated as of the Closing Date, to such effect signed by a duly authorized officer thereof. If Seller determines that there has been a breach or inaccuracy of any of Buyer's representations and warranties, it shall provide Buyer with notice of such breach or inaccuracy as promptly as reasonably practicable after the determination thereof, so that Buyer may attempt to cure such breach or inaccuracy on or before the Closing Date.

10.2 Sale Order in Effect.

The Bankruptcy Court shall have entered the Sale Order and the Sale Order shall have become a Final Order.

10.3 Buyer's Performance.

The covenants and agreements that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been performed and complied with in all material respects (except that those covenants and agreements that are qualified as to materiality or similar expressions shall have been duly performed and complied with in all respects), and Seller shall have received a certificate of Buyer to such effect signed by a duly authorized officer thereof.

10.4 No Order.

No Governmental Authority shall have enacted, issued, promulgated or entered any Order or other Legal Requirement which is in effect and which has the effect of making illegal or otherwise prohibiting the consummation of the transaction contemplated by this Agreement or could cause any of such transactions to be rescinded following the Closing.

10.5 Buyer's Deliveries.

Each of the deliveries required to be made to Seller pursuant to Section 4.3 shall have been so delivered.

**ARTICLE 11**

**TERMINATION**

11.1 Termination Events.

Notwithstanding anything herein to the contrary, this Agreement:

(a) may be terminated at any time prior to the Closing by either Seller or Buyer:

(i) if a Governmental Authority issues a final, non-appealable ruling or Order prohibiting the transactions contemplated hereby where such ruling or Order was not requested, encouraged or supported by such terminating Party;

(ii) by mutual written consent of Seller and Buyer;

(iii) if the Closing has not occurred by the close of business on December 1, 2016 (the "Outside Date"); *provided, however*, that (1) Buyer shall be permitted to terminate this Agreement pursuant to this Section 11.1(a)(iii) only if (x) Buyer is not itself in material breach of any of its representations, warranties, covenants or agreements contained herein and (y) Buyer has provided written notice to Seller of its intention to exercise its rights under this Section 11.1(a)(iii), and (2) Seller shall be permitted to terminate this Agreement pursuant to this Section 11.1(a)(iii) only if (x) Seller is not itself in material breach of any of its representations, warranties, covenants or agreements contained herein and (y) Seller has provided written notice to Buyer of its intention to exercise its rights under this Section 11.1(a)(iii); *provided, further*, that if either Party obtains Knowledge of the other Party's breach of any representation, warranty, covenant or other agreement contained herein, the non-breaching Party shall provide notice thereof to the breaching Party as soon as reasonably practicable so that the breaching Party may cure (or, if applicable, Cure) such breach on or prior to the Outside Date (provided that the failure to so provide such notice of the other Party's breach shall not constitute or be deemed to be a waiver of such breach);

(iv) if Seller withdraws or seeks authority to withdraw the Sale Motion, or announce any stand-alone plan of reorganization or liquidation with respect to the Assets (or support any such plan filed by any other party);

(v) if the Bankruptcy Court enters an Order dismissing, or converting into cases under chapter 7 of the Bankruptcy Code, any of the cases commenced by Seller under chapter 11 of the Bankruptcy Code and comprising part of the Bankruptcy Case, where such Order was not requested, encouraged or supported by Seller; or

(vi) if Seller enters into (or provides written notice to Buyer of its intent to enter into) one or more agreements to sell, transfer or otherwise dispose of any material portion of the Assets in a transaction or series of transactions other than in the ordinary course of business with one or more Persons other than Buyer or the Successful Bidder at the Auction.



(b) may be terminated at any time prior to the Closing by Buyer:

(i) in the event of any breach by Seller of any of Seller's agreements, covenants, representations or warranties contained herein (*provided* such breach would result in the failure of a condition set forth in Section 9.1 or Section 9.2 to be satisfied) or (if such breach is material) in the Bidding Procedures Order or Sale Order, and if Seller has failed to cure (or, if applicable, Cure) such breach on or prior to the Outside Date (as may be extended); *provided, however*, that (A) Buyer is not itself in material breach of any of its representations, warranties, covenants or agreements contained herein or in the Bidding Procedures Order or the Sale Order, (B) Buyer notifies Seller in writing (the "Buyer Termination Notice") of its intention to exercise its rights under this Section 11.1(b)(i) as a result of the breach, and (C) Buyer specifies in the Buyer Termination Notice the representation, warranty, covenant or agreement contained herein or in the Bidding Procedures Order or Sale Order of which Seller is allegedly in breach and a description of the specific factual circumstances to support the allegation;

(ii) if (A) Buyer is the Backup Bidder and Seller does not close the transactions contemplated by this Agreement with Buyer by the Outside Date, or (B) Buyer is not the Successful Bidder; *provided* that Buyer shall not be permitted to terminate this Agreement pursuant to this Section 11.1(b)(ii) until after the twenty-fifth (25th) day following entry by the Bankruptcy Court of an Order authorizing and approving a competing transaction with the Successful Bidder at the Auction (and until such time (if any) as Buyer terminates this Agreement pursuant to this Section 11.1(b)(ii), the obligations of Buyer to consummate the transactions contemplated by this Agreement shall remain unaffected by Buyer's right to terminate this Agreement pursuant to this Section 11.1(b)(ii));

(iii) if Seller fails to file the Bidding Procedures Motion with the Bankruptcy Court on or before the second (2<sup>nd</sup>) Business Day after the Execution Date; or

(iv) if the Bidding Procedures Order shall not have been entered by September 30, 2016.

(c) may be terminated at any time prior to the Closing by Seller:

(i) in the event of any breach by Buyer of any of Buyer's agreements, covenants, representations or warranties contained herein (*provided* such breach would result in the failure of a condition set forth in Section 10.1 or Section 10.3 to be satisfied) or (if such breach is material) in the Bidding Procedures Order or Sale Order, and the failure of Buyer to cure such breach within ten (10) days after receipt of the Seller Termination Notice; *provided, however*, that Seller (A) is not itself in material breach of any of its representations, warranties, covenants or agreements contained herein or in the Bidding Procedures Order or the Sale Order, (B) notifies Buyer in writing (the "Seller Termination Notice") of its intention to exercise its rights under this Section 11.1(c)(i) as a result of the breach, and (C) specifies in the Seller Termination Notice the representation, warranty, covenant or agreement contained herein or in the Bidding Procedures Order or Sale Order of which Buyer is allegedly in breach and a description of the specific factual circumstances to support the allegation;

(ii) if Buyer is not the Successful Bidder or the Backup Bidder at the Auction; or

(iii) if the Deposit is not timely paid by Buyer in accordance with Section 3.2.

## 11.2 Effect of Termination.

(a) In the event of termination of this Agreement by Buyer or Seller pursuant to this Article 11, all rights and obligations of the Parties under this Agreement shall terminate without any Liability of any Party to any other Party; *provided, however*, that nothing herein shall relieve any Party from liability for breach of this Agreement prior to such termination. The provisions of this Section

11.2 and Section 3.2 (and, to the extent applicable to the interpretation or enforcement of such provisions, Article 1 and Article 13), shall expressly survive the termination of this Agreement.

(b) In the event that this Agreement is terminated pursuant to subsection (a)(iii), (a)(iv), (a)(v), (a)(vi), (b)(i), (b)(ii), (b)(iii) or (c)(ii) of Section 11.1, Buyer shall be entitled to payment by Seller of (i) a break-up fee in an amount equal to three percent (3%) of the Base Purchase Price (the "Break-Up Fee") and (ii) the Expense Reimbursement.

(c) Seller's obligation to pay the Break-Up Fee and the Expense Reimbursement shall survive termination of this Agreement. Seller shall pay the Break-up Fee to Buyer upon the consummation of an Alternative Transaction. For the avoidance of doubt, the transactions described in Section 11.1(a)(vi) shall be deemed to constitute an Alternative Transaction for purposes of this Agreement. Seller shall pay the Expense Reimbursement to Buyer within ten (10) days after the termination of this Agreement.

(d) Buyer's right to payment of the Break-Up Fee and Expense Reimbursement shall constitute an administrative expense in the Bankruptcy Case pursuant to Section 503(b) or 507(a)(2) of the Bankruptcy Code with priority over any and all administrative expenses of a kind specified in sections 503(b) and 507(a) of the Bankruptcy Code and senior to all other super priority administrative expenses in the Bankruptcy Case.

(e) Buyer represents to Seller that this Section 11.2 is a condition precedent to Buyer's execution of this Agreement and is necessary to ensure that Buyer will continue to pursue the proposed acquisition of the Assets, and Seller acknowledges that the Break-Up Fee and Expense Reimbursement, if payable hereunder, (i) constitute actual and necessary costs and expenses of preserving Seller's estates, within the meaning of Section 503(b) of the Bankruptcy Code, (ii) are of substantial benefit to Seller's estates by, among other things, establishing a bid standard or minimum for other bidders and placing estate property in a sales configuration mode attracting other bidders to a potential auction, (iii) are reasonable and appropriate, including in light of the size and nature of the sale of the Assets by Seller to Buyer contemplated hereby and the efforts that have been or will be expended by Buyer, notwithstanding that such sale is subject to higher and better offers, and (iv) was negotiated by the Parties at arm's-length and in good faith.

## ARTICLE 12

### SURVIVAL

#### 12.1 No Survival of Representations and Warranties.

The representations and warranties of either Party contained herein and in any certificate or other Transaction Document delivered by such Party pursuant to this Agreement shall terminate upon and not survive the Closing and there shall be no liability thereafter in respect thereof. Each of either Party's covenants and other agreements contained in this Agreement that require performance by such Party by or prior to the Closing shall terminate upon the Closing, and all other covenants and agreements of such Party (each a "Post-Closing Covenant") shall survive the Closing until the earlier of (a) performance of such Post-Closing Covenant in accordance with this Agreement or, (b)(i) if time for performance of such Post-Closing Covenant is specified in this Agreement, sixty (60) days following the expiration of the time period for such performance or (ii) if time for performance of such Post-Closing Covenant is not specified in this Agreement, the expiration of the applicable statute of limitations with respect to any claim for any failure to perform such Post-Closing Covenant; *provided* that if a written notice of any claim with respect to any Post-Closing Covenant is given prior to the expiration thereof then such Post-Closing Covenant shall survive until, but only for purposes of, the resolution of such claim by final, non-appealable judgment or settlement.

## ARTICLE 13

### GENERAL PROVISIONS

#### 13.1 Confidentiality.

Notwithstanding anything in the Non-Disclosure Agreement to the contrary, the Parties agree that the non-disclosure agreement entered into by them and their Affiliates, dated April 28, 2016 (the "Non-Disclosure Agreement"), shall continue in full force and effect notwithstanding the execution and delivery by the Parties of this Agreement; *provided, however*, that (a) disclosure of matters that become a matter of public record as a result of the Bankruptcy Case and the filings related thereto shall not constitute a breach of such Non-Disclosure Agreement, and (b) disclosures permitted under this Agreement shall not constitute a breach of such Non-Disclosure Agreement.

#### 13.2 Public Announcements.

Buyer, on the one hand, and Seller, on the other hand, shall consult with each other before issuing any press release or otherwise making any public statement with respect to this Agreement, the transaction contemplated hereby or the activities and operations of the other Party, and shall not issue any such release or make any such statement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed). Notwithstanding the foregoing, prior to or after the Closing, if Buyer (including any of its parent entities), on the one hand, or Seller (including any of its parent entities), on the other is required to make any statement, declaration or public announcement regarding this Agreement or the transaction contemplated hereunder pursuant to (a) any Legal Requirement, (b) applicable rules or regulations of any national securities exchange, or (c) the terms of such Party's (including such Party's respective parent entities) indentures, loan agreements, credit agreements or other similar debt agreements or financial instruments, then the same may be made without the approval of the other Party, but, in the case of disclosures made by Buyer, only to the extent the name of Seller is omitted from such statement, declaration or announcement if permitted by the applicable Legal Requirements.

#### 13.3 Notices.

All notices, consents, waivers and other communications under this Agreement must be in writing and shall be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by email (with read receipt requested, with the receiving Party being obligated to respond affirmatively to any read receipt requests delivered by the other Party), (c) received by the addressee, if sent by a delivery service (prepaid, receipt requested) or (d) received by the addressee, if sent by registered or certified mail (postage prepaid, return receipt requested), in each case to the appropriate addresses and representatives (if applicable) set forth below (or to such other addresses and representatives as a Party may designate by notice to the other Parties):

- (i) If to Seller, then to:

Samson Resources Company  
Two West Second Street  
Tulsa, Oklahoma 74103-3103  
Attn: General Manager - Business Development  
Phone: (918) 591-1254  
E-mail: bd@samson.com

and

Samson Resources Company  
Two West Second Street  
Tulsa, Oklahoma 74103-3103  
Attn: Corporate Secretary  
Phone: (918) 583-1791  
E-mail: legal@samson.com

with copies (which shall not constitute notice) to:

Kirkland & Ellis LLP  
300 North LaSalle  
Chicago, Illinois 60654  
Attn: Ross M. Kwasteniet; Brad Weiland; Jason Gott  
Phone: (312) 862-7182  
E-mail: brad.weiland@kirkland.com

Kirkland & Ellis LLP  
600 Travis Street, Suite 3300  
Houston, Texas 77002  
Attn: Anthony Speier, P.C.; Cody R. Carper  
Phone: (713) 835-3734  
E-mail: cody.carper@kirkland.com

(ii) If to Buyer, then to:

Rebellion Energy, LLC  
5416 S. Yale, Suite 300  
Tulsa, Oklahoma 74135  
Attn: Staci A. Taruscio  
Phone: (918) 779-3163  
E-mail: staruscio@rebellionenergy.com

with a copy (which shall not constitute notice) to:

Conner & Winters, LLP  
4000 One Williams Center  
Tulsa, Oklahoma 74172  
Attn: R. Kevin Redwine and Christopher R. Wilson  
Phone: (918) 586-8540  
E-mail: kredwine@cwlaw.com and cwilson@cwlaw.com

13.4 Waiver; Waiver of Damages.

No waiver of any of the provisions of this Agreement or rights hereunder shall operate as a waiver unless it is in writing and signed by the Party against whom enforcement of such waiver is sought. Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given, and (b) no notice to or demand on one Party shall be deemed to be a waiver of any right of the Party giving such notice or

demand to take further action without notice or demand. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF, ASSOCIATED WITH, OR RELATING TO THIS AGREEMENT (INCLUDING LOSS OF PROFIT OR BUSINESS INTERRUPTIONS, HOWEVER THE SAME MAY BE CAUSED) AND THE PARTIES HEREBY WAIVE ALL CLAIMS FOR ANY SUCH DAMAGES.

13.5 Entire Agreement; Amendment.

This Agreement (including the Schedules, Disclosure Schedules and the Exhibits) and the other Transaction Documents supersede all prior agreements between Buyer, on the one hand, and Seller, on the other hand, with respect to its subject matter and constitute a complete and exclusive statement of the terms of the agreements between Buyer, on the one hand, and Seller, on the other hand, with respect to their subject matter. This Agreement may not be amended except by a written agreement executed by all of the Parties.

13.6 Assignment.

This Agreement, and the rights, interests and obligations hereunder, shall not be assigned by any Party by operation of law or otherwise without the express written consent of the other Parties (which consent may be granted or withheld in the sole discretion of such other Party); *provided, however*, that Buyer shall be permitted, upon prior notice to Seller, to assign all or part of its rights or obligations hereunder to one or more of its Affiliates, but no such assignment shall relieve Buyer of its obligations under this Agreement.

13.7 Severability.

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability.

13.8 Expenses.

The Parties shall bear their own respective expenses (including all compensation and expenses of counsel, financial advisors, consultants, actuaries and independent accountants) incurred in connection with this Agreement and the transactions contemplated hereby.

13.9 Time of the Essence.

Time shall be of the essence with respect to all time periods and notice periods set forth in this Agreement.

13.10 Specific Performance.

The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement requiring performance by a Party were not performed by such Party in accordance with the terms hereof or were otherwise breached, and such non-performance or breach was attributable, in whole or in part, to the fraud, bad faith, willful misconduct or gross negligence of such non-performing or breaching Party, and in such event, the Parties shall be entitled to seek an injunction or injunctions to prevent breaches of the provisions hereof and to specific performance of the terms hereof. For the avoidance of doubt, the Parties acknowledge and agree that if a Party is ready to close and not in breach of the terms of this Agreement and all of the conditions precedent to the obligation of the other Party to close have been satisfied, such other Party's refusal to close will constitute willful misconduct by

such other Party. Such right of specific performance is an integral part of the transactions contemplated by this Agreement, and without that right, neither Seller nor Buyer would have entered into this Agreement. If, prior to the Outside Date, any Party brings any action to enforce specifically the performance of the terms and provisions hereof by the other Party, the Outside Date will automatically be extended (a) for the period during which such action is pending, plus ten (10) Business Days or (b) by such other time period established by the court presiding over such action, as the case may be.

13.11 Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Oklahoma applicable hereto.

(b) Without limitation of any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding; *provided, however*, that, if the Bankruptcy Case is closed, all Actions and Proceedings arising out of or relating to this Agreement shall be heard and determined in an Oklahoma state court or a federal court sitting in the State of Oklahoma, and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action or Proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding. The Parties consent to service of process by mail (in accordance with Section 13.3) or any other manner permitted by law.

(c) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLER, BUYER OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

13.12 Counterparts.

This Agreement and any amendment hereto may be executed in two (2) or more counterparts, each of which shall be deemed to be an original of this Agreement or such amendment and all of which, when taken together, shall constitute one and the same instrument. Notwithstanding anything to the contrary in Section 13.3, delivery of an executed counterpart of a signature page to this Agreement or any amendment hereto by telecopier or email attachment shall be effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

13.13 Parties in Interest; No Third Party Beneficiaries.

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

13.14 No Recourse.

Notwithstanding anything that may be expressed or implied in this Agreement or any Transaction Document, and notwithstanding the fact that any Party may be a partnership or limited liability company, each Party, by its acceptance of the benefits of this Agreement, covenants, agrees and

acknowledges that no Persons other than the Parties shall have any obligation hereunder and that it has no rights of recovery hereunder against, and no recourse hereunder or under any Transaction Documents or in respect of any oral representations made or alleged to be made in connection herewith or therewith shall be had against, any former, current or future Affiliate, incorporator, controlling Person, fiduciary, Representative, co-owner or equity holder of any Party (or any of their successors or permitted assignees) (each, a “Party Affiliate”), whether by or through attempted piercing of the corporate veil, by or through a claim (whether in tort, contract or otherwise) by or on behalf of such Person against the Party Affiliates, by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable Legal Requirement, or otherwise; it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Party Affiliate, as such, for any obligations of the applicable Person under this Agreement or the transactions contemplated hereby, under any documents or instruments delivered contemporaneously herewith, in respect of any oral representations made or alleged to be made in connection herewith or therewith, or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, such obligations or their creation.

#### 13.15 Disclosure Schedules; Materiality.

The inclusion of any matter in any Disclosure Schedule shall be deemed to be an inclusion for all purposes of this Agreement, in all other Disclosure Schedules to the extent that such disclosure is sufficient to identify the matter to which such disclosure is responsive and readily apparent on its face, but inclusion therein shall not be deemed to constitute an admission, or otherwise imply, that any such matter is material or creates a measure for materiality for purposes of this Agreement. The disclosure of any particular fact or item in any Disclosure Schedule shall not be deemed an admission as to whether the fact or item is “material” or would constitute a “Material Adverse Effect.”

#### 13.16 Liquidating Trustee.

If at any time Seller liquidates or otherwise has a trustee or other representative appointed by the Bankruptcy Court, then such trustee or other representative shall be entitled to exercise the rights of Seller and shall perform the obligations of Seller under this Agreement.

#### 13.17 Approval of the Bankruptcy Court.

Any and all obligations under this Agreement are subject to the entry of the Sale Order; *provided, however*, that (i) the provisions in Section 11.1(a)(iii), establishing an Outside Date, and Section 11.2, relating to payment of the Expense Reimbursement and the Break-Up Fee, shall be effective upon the Bankruptcy Court’s entry of the Bidding Procedures Order, and (ii) the provision of Section 9.5, relating to the form and content of the Bidding Procedures and the Bidding Procedures Order, shall be effective and binding on Seller upon entry of the Bidding Procedures Order.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives, all as of the day and year first above written.

SAMSON RESOURCES COMPANY

By: 

Name: Sean Woolverton

Title: Executive Vice President & Chief Operating Officer

REBELLION ENERGY, LLC

By: \_\_\_\_\_

Name: Staci A. Taruscio

Title: President and CEO



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives, all as of the day and year first above written.

SAMSON RESOURCES COMPANY

By: \_\_\_\_\_

Name: Sean Woolverton

Title: Executive Vice President & Chief Operating Officer

REBELLION ENERGY, LLC

By:  \_\_\_\_\_

Name: Staci A. Taruscio

Title: President and CEO

**Exhibit 2**

**Cure Costs**

## Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
SAMSON RESOURCES COMPANY	ONEOK FIELD SERVICES CO.	PIPELINE CONNECTION AGREEMENT DATED: 07/01/2012	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	ONEOK FIELD SERVICES CO.	PIPELINE CONNECTION AGREEMENT DATED: 06/01/2013	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	ENABLE MIDSTREAM PARTNERS, LP	GAS GATHERING AGREEMENT DATED: 03/01/2001	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	ENABLE GATHERING & PROCESSING, LLC	GAS GATHERING, PROCESSING AND PURCHASE DATED: 06/01/2013	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	ONEOK FIELD SERVICES CO.	PERCENT OF INDEX (PROCESSING) DATED: 10/01/2002	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	MUSTANG GAS PRODUCTS, LLC	PERCENT OF PROCEEDS (PROCESSING) DATED: 04/01/2006	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	MUSTANG GAS PRODUCTS, LLC	GAS SALES TERM - INDEX DATED: 06/01/2005	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	DCP MIDSTREAM	PERCENT OF PROCEEDS (PROCESSING) DATED: 11/27/1990	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	DCP MIDSTREAM	PERCENT OF PROCEEDS (PROCESSING) DATED: 07/30/1993	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	DCP MIDSTREAM	PERCENT OF PROCEEDS (PROCESSING) DATED: 08/01/1993	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	DCP MIDSTREAM	PERCENT OF PROCEEDS (PROCESSING) DATED: 06/01/1994	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	ONEOK FIELD SERVICES CO.	PERCENT OF PROCEEDS (PROCESSING) DATED: 07/12/1995	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	DCP MIDSTREAM	PERCENT OF PROCEEDS (PROCESSING) DATED: 08/09/1995	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	DCP MIDSTREAM	PERCENT OF PROCEEDS (PROCESSING) DATED: 10/01/1996	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	DCP MIDSTREAM	PERCENT OF PROCEEDS (PROCESSING) DATED: 12/19/1996	[N/A]	VARIOUS	\$0.00
SAMSON LONE STAR, LLC	DCP MIDSTREAM	PERCENT OF INDEX (PROCESSING) DATED: 07/01/1998	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	DCP MIDSTREAM	PERCENT OF PROCEEDS (PROCESSING) DATED: 11/01/2003	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	LUMEN MIDSTREAM PARTNERSHIP	GAS SALES TERM - INDEX DATED: 11/20/2003	[N/A]	VARIOUS	\$0.00
SAMSON LONE STAR, LLC	DCP MIDSTREAM	PERCENT OF PROCEEDS (PROCESSING) DATED: 02/01/2007	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	DCP MIDSTREAM	UNEXECUTED PERCENT OF INDEX (PROCESSING) DATED: 2/1/2015	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	DCP MIDSTREAM	UNEXECUTED PERCENT OF INDEX (PROCESSING) DATED: 4/1/2015	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	DCP MIDSTREAM	UNEXECUTED PERCENT OF INDEX (PROCESSING) DATED: 7/1/2015	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	DCP MIDSTREAM	GAS PURCHASE CONTRACT DATED: 12/01/2015	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	MUSTANG GAS PRODUCTS, LLC	PERCENT OF PROCEEDS (PROCESSING) DATED: 08/02/1963	[N/A]	VARIOUS	\$0.00

## Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
SAMSON RESOURCES COMPANY	Apache	138041001, GARVIN, OKLAHOMA - Original Lessee: TODCO PROPERTIES, INC. - Original Lessor: WILEY OIL & GAS LIMITED PARTNERSHIP	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 15601001, BLAINE, OKLAHOMA - Original Lessee: BEBE WALTERS - Original Lessor: USA OK NM 19224	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 15602000, BLAINE, OKLAHOMA - Original Lessee: DAVIS OIL COMPANY - Original Lessor: USA OK NM 31422	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 27375000, CANADIAN, OKLAHOMA - Original Lessee: LARRY R. NOLAN - Original Lessor: USA OK NM 29015	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 27376000, CANADIAN, OKLAHOMA - Original Lessee: PAT O. GROSS - Original Lessor: USA OK NM 47176	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Cheyenne-Arapaho	136213001, CANADIAN, OKLAHOMA - Original Lessee: COTTON PETROLEUM CORPORATION - Original Lessor: BIA 14-20-205-7236	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Cheyenne-Arapaho	Oil and Gas Lease Agreement No. 16121001, CANADIAN, OKLAHOMA - Original Lessee: JIM R. WALKER - Original Lessor: BIA 14-20-205-5816	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Cheyenne-Arapaho	Oil and Gas Lease Agreement No. 16122001, CANADIAN, OKLAHOMA - Original Lessee: JIM R. WALKER - Original Lessor: BIA 14-20-205-5819	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Cheyenne-Arapaho	Oil and Gas Lease Agreement No. 16125001, CANADIAN, OKLAHOMA - Original Lessee: JIM R. WALKER - Original Lessor: BIA 14-20-205-5817	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Cheyenne-Arapaho	Oil and Gas Lease Agreement No. 16126001, CANADIAN, OKLAHOMA - Original Lessee: JIM R. WALKER - Original Lessor: BIA 14-20-205-5818	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	Oil and Gas Lease Agreement No. 13287000, STEPHENS, OKLAHOMA - Original Lessee: E. P. KILGORE - Original Lessor: BIA 127IND-1265	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	Oil and Gas Lease Agreement No. 13288000, STEPHENS, OKLAHOMA - Original Lessee: E. P. KILGORE - Original Lessor: BIA 127IND-19474	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	Oil and Gas Lease Agreement No. 31401003, GARVIN, OKLAHOMA - Original Lessee: A G Land Company - Original Lessor: MCGEE, NATHAN LEE	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	Oil and Gas Lease Agreement No. 31401004, GARVIN, OKLAHOMA - Original Lessee: A G Land Company - Original Lessor: JESSE, EASTMAN RAY	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	Oil and Gas Lease Agreement No. 31401005, GARVIN, OKLAHOMA - Original Lessee: A G Land Company - Original Lessor: MCGEE, JEFFREY	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	Oil and Gas Lease Agreement No. 31401006, GARVIN, OKLAHOMA - Original Lessee: A G Land Company - Original Lessor: LEWIS, EMERSON	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	Oil and Gas Lease Agreement No. 31401007, GARVIN, OKLAHOMA - Original Lessee: A G Land Company - Original Lessor: MCGEE, MICHAEL	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	31401008, GARVIN, OKLAHOMA - Original Lessee: A G Land Company - Original Lessor: DAVIS, BERNIE M. SAMSON	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	Oil and Gas Lease Agreement No. 31401009, GARVIN, OKLAHOMA - Original Lessee: A G Land Company - Original Lessor: JESSE, AUDREY GAIL	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	Oil and Gas Lease Agreement No. 31401010, GARVIN, OKLAHOMA - Original Lessee: A G Land Company - Original Lessor: GOING, ELLA NORA	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	Oil and Gas Lease Agreement No. 31401011, GARVIN, OKLAHOMA - Original Lessee: A G Land Company - Original Lessor: GIPSON, ISABELL	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	Oil and Gas Lease Agreement No. 31401012, GARVIN, OKLAHOMA - Original Lessee: A G Land Company - Original Lessor: LEWIS, MILTON	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	Oil and Gas Lease Agreement No. 31401013, GARVIN, OKLAHOMA - Original Lessee: A G Land Company - Original Lessor: MCGEE, PERRY	[N/A]	VARIOUS	\$0.00

## Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
SAMSON RESOURCES COMPANY	Choctaw	Oil and Gas Lease Agreement No. 31401014, GARVIN, OKLAHOMA - Original Lessee: A G Land Company - Original Lessor: ANNA, SARAH JANE	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	Oil and Gas Lease Agreement No. 31401015, GARVIN, OKLAHOMA - Original Lessee: A G Land Company - Original Lessor: MCGEE, RICHARD	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	Oil and Gas Lease Agreement No. 31401016, GARVIN, OKLAHOMA - Original Lessee: A G Land Company - Original Lessor: MCGEE, AVERY	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	Oil and Gas Lease Agreement No. 31401017, GARVIN, OKLAHOMA - Original Lessee: A G Land Company - Original Lessor: NOAH, ROSIE	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	Oil and Gas Lease Agreement No. 31401018, GARVIN, OKLAHOMA - Original Lessee: A G Land Company - Original Lessor: JESSE, DEBBIE ANN	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	Oil and Gas Lease Agreement No. 31401019, GARVIN, OKLAHOMA - Original Lessee: A G Land Company - Original Lessor: JESSE, JUANITA FAY	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	Oil and Gas Lease Agreement No. 31401020, GARVIN, OKLAHOMA - Original Lessee: A G Land Company - Original Lessor: MCGEE, ALONZO	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	Oil and Gas Lease Agreement No. 31401021, GARVIN, OKLAHOMA - Original Lessee: A G Land Company - Original Lessor: JESSE, JIMMY DEAN	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	Oil and Gas Lease Agreement No. 31401022, GARVIN, OKLAHOMA - Original Lessee: A G Land Company - Original Lessor: JESSE, JANET SUE	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	31401023, GARVIN, OKLAHOMA - Original Lessee: A G Land Company - Original Lessor: GOING, ELIZABETH MCGEE	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	31401024, GARVIN, OKLAHOMA - Original Lessee: A G Land Company - Original Lessor: CUSHER, ADELIN MCGEE	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	Oil and Gas Lease Agreement No. 31402000, GARVIN, OKLAHOMA - Original Lessee: Thomas P. Shaw - Original Lessor: BIA GO2C14-20-7868(69813)	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	31420000, GARVIN, OKLAHOMA - Original Lessee: GILMER OIL COMPANY Original Lessor: MCCOY, WILLIE HENRY ET UX	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Choctaw	31421000, GARVIN, OKLAHOMA - Original Lessee: ANDERSON-PRICHARD OI - Original Lessor: MCCOY, WILLIE HENRY ET UX	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	DANIEL ROYCE STREET		[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	DONNA DAVIS		[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	EDWARD D SANDERSON		[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	FRANCES JANE HOSPODARSKY ESTATE C/O JULIANNA DUTTON, PERSONAL REPRESENTATIVE		[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	KAREN BLANCO		[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	LENORA STREET WILSON		[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	ROBBIN WANGAARD		[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	VERNON MCCOY		[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BURSE WILLIAM BRADLEY ESTATE, C/O WILLIAM KYLE BRADLEY, PERSONAL REPRESENTATIVE		[N/A]	VARIOUS	\$0.00

## Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Geodyne Resources, Inc.	Bay Petroleum Corporation Clark & Cowden Production Co., et al	Operating Agreement Dated: 09/11/1951 <sup>1</sup>	7891	PAYNE T 1-2	\$0.00
Samson Resources Company Geodyne Resources, Inc.	The Bay Petroleum Corporation Clark & Cowden Production Co., et al	Operating Agreement Dated: 09/11/1951 <sup>1</sup>	7892	BATTIEST #1-11	\$0.00
Samson Resources Company Geodyne Resources, Inc.	The Superior Oil Company Phillips Petroleum Company	Operating Agreement Dated: 04/07/1952 <sup>1</sup>	30466	TUCKER, SALLY UNIT	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Phillips Petroleum Company Vierson Oil & Gas Co.	Operating Agreement Dated: 07/28/1953 <sup>1</sup>	22972	POWERS 1-8	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Anderson-Prichard Oil Corporation The Gilmer Ott Company	Operating Agreement Dated: 01/06/1955 <sup>1</sup>	22005	HAMMONDS 1-5	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Cities Service Oil Company Sinclair Oil & Gas Company, et al.	Operating Agreement Dated: 02/15/1955 <sup>1</sup>	26457	CAROLYN JO #1-25	\$0.00
Samson Resources Company Geodyne Resources, Inc.	The Vickers Petroleum Co., Inc. Magnolia Petroleum Company	Operating Agreement Dated: 01/10/1957 <sup>1</sup>	30460	FELL #1-22	\$0.00
Samson Resources Company Geodyne Resources, Inc.	The British-American Oil Producing Company The Ohio Oil Company, et al	Operating Agreement Dated: 07/25/1957 <sup>1</sup>	11484	HUSSEY TW 1-10 HG&G	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Gulf Oil Corporation The Carter Oil Company, et al	Operating Agreement Dated: 01/26/1958 <sup>1</sup>	7820	PAVLU UNIT LEASE	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Gulf Oil Corporation The Carter Oil Company, et al	Operating Agreement Dated: 01/28/1958 <sup>1</sup>	5534	EVANGELINE #1-16 (CHESTER)	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Gulf Oil Corporation The Carter Oil Company, et al	Operating Agreement Dated: 01/28/1958 <sup>1</sup>	7820	PAVLU UNIT LEASE	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Musgrove Petroleum Corporation J.M. Huber Corporation	Operating Agreement Dated: 03/03/1959 <sup>1</sup>	22428	LANCE #1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Musgrove Petroleum Corporation J.M. Huber Corporation	Operating Agreement Dated: 03/03/1959 <sup>1</sup>	24150	CUMMINGS #2-33	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Musgrove Drilling Company NATIONAL COOPERATIVE REFINERY ASSOC.	Operating Agreement Dated: 01/15/1960 <sup>1</sup>	42077	GODFREY #2	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Musgrove Drilling Company National Cooperative Refinery Association, et al	Operating Agreement Dated: 01/15/1960 <sup>1</sup>	21881	GODFREY #1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Musgrove Petroleum Corporation National Cooperative Refinery Association, et al	Operating Agreement Dated: 01/15/1960 <sup>1</sup>	24085	NIC #1-4	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Apache Oil Corporation Pan American Petroleum Corporation, et al	Operating Agreement Dated: 03/04/1960 <sup>1</sup>	5134	DUGGAN-BOWMAN #1-8	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Fred Morgan Monsanto Chemical Company	Operating Agreement Dated: 05/25/1962 <sup>1</sup>	21527	CRAWFORD #1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Edwin L. Cox Southland Royalty Company, et al	Operating Agreement Dated: 03/13/1963 <sup>1</sup>	5422	LYNN MARIE #1-31	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Socony Mobil Oil Company, Inc. Tenneco Oil Company, et al	Operating Agreement Dated: 12/05/1963 <sup>1</sup>	7999	DRUMMOND, S.A. LEASE	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Helmerich & Payne, Inc. An-Son Corporation, et al	Operating Agreement Dated: 04/01/1965 <sup>1</sup>	4918	GILMORE, RUSSELL	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Union Oil Company of California Pan American Petroleum Corporation, et al	Operating Agreement Dated: 09/14/1965 <sup>1</sup>	4127	LUMPY #1-13	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Sinclair Oil & Gas Company Oklahoma Natural Gas Company	Operating Agreement Dated: 11/23/1966 <sup>1</sup>	47943	HORN TOM 7-13-9 4H	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Sinclair Oil & Gas Company Oklahoma Natural Gas Company	Operating Agreement Dated: 11/23/1966 <sup>1</sup>	47944	HORN TOM 7-13-9 6H	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Sinclair Oil & Gas Company Oklahoma Natural Gas Company	Operating Agreement Dated: 11/23/1966 <sup>1</sup>	47945	HORN TOM 7-13-9 9H	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Sinclair Oil & Gas Company Oklahoma Natural Gas Company	Operating Agreement Dated: 11/23/1966 <sup>1</sup>	47946	HORN TOM 7-13-9 10H	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Sinclair Oil & Gas Company Oklahoma Natural Gas Company	Operating Agreement Dated: 11/23/1966 <sup>1</sup>	47948	HORN TOM 7-13-9 7H	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Sinclair Oil & Gas Company Oklahoma Natural Gas Company	Operating Agreement Dated: 11/23/1966 <sup>1</sup>	47949	HORN TOM 7-13-9 8H	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Sinclair Oil & Gas Company Oklahoma Natural Gas Company	Operating Agreement Dated: 11/23/1966 <sup>1</sup>	47950	HORN TOM 7-13-9 11H	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Sun Oil Company Sinclair Oil & Gas Company, et al.	Operating Agreement Dated: 11/23/1966 <sup>1</sup>	30290	HORN TOM #2 (AKA #3)	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Edwin L. Cox Fred Snuggs, et al	Operating Agreement Dated: 05/19/1967 <sup>1</sup>	5284	EISER #1-31	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Tenneco Oil Company Lone Star Producing Company, et al	Operating Agreement Dated: 08/11/1967 <sup>1</sup>	7885	STIDHAM RANCH 1-18	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Pan American Petroleum Corporation TEXACO INC.	Operating Agreement Dated: 02/21/1968 <sup>1</sup>	40527	PAYNE L K UNIT 1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Pan American Petroleum Corporation Texaco Inc., et al	Operating Agreement Dated: 02/21/1968 <sup>1</sup>	6067	LORETTA #1-17	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Marion Corporation Frank H. Kenan, et al.	Operating Agreement Dated: 07/31/1968 <sup>1</sup>	2870	STANGL A #1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Marion Corporation Frank H. Kenan, et al.	Operating Agreement Dated: 07/31/1968 <sup>1</sup>	6047	STANGL #2-23	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Marion Corporation Frank H. Kenan, et al.	Operating Agreement Dated: 07/31/1968 <sup>1</sup>	34675	STANGL #3-23	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Marion Corporation Frank H. Kenan, et al.	Operating Agreement Dated: 10/15/1968 <sup>1</sup>	1708	FRAKES #1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Marion Corporation Frank H. Kenan, et al.	Operating Agreement Dated: 10/15/1968 <sup>1</sup>	8250	BETTY #1-28	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Marion Corporation Frank H. Kenan, et al.	Operating Agreement Dated: 10/15/1968 <sup>1</sup>	30147	OPPEL #1-27	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Skelly Oil Company Pan American Petroleum Corporation, et al	Operating Agreement Dated: 11/29/1968 <sup>1</sup>	1935	HINKLE, WALTER	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Skelly Oil Company Pan American Petroleum Corporation, et al	Operating Agreement Dated: 11/29/1968 <sup>1</sup>	4242	HINKLE, WALTER #3 (IRA #1-23)	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Ramsey Engineering Incorporated Frank H. Kenan	Operating Agreement Dated: 01/15/1970 <sup>1</sup>	2870	STANGL A #1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Amarex, Inc. Arkla Exploration Company	Operating Agreement Dated: 06/16/1970 <sup>1</sup>	8869	FINIS-CLARK	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Leben Drilling, Inc. Ferguson Oil Company, et al.	Operating Agreement Dated: 10/15/1970 <sup>1</sup>	6088	MUTZ A #2-23	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Petro-Search, Inc. Rimrock Exploration Company, Inc.	Operating Agreement Dated: 07/01/1971 <sup>1</sup>	3021	VIETH #1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Helmerich & Payne, Inc. J. M. Huber Corporation	Operating Agreement Dated: 11/01/1971 <sup>1</sup>	31416	KREBS 1	\$0.00

## Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Geodyne Resources, Inc.	Helmerich & Payne, Inc. J. M. Huber Corporation	Operating Agreement Dated: 11/01/1971 <sup>1</sup>	31417	KREBS A 1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Helmerich & Payne, Inc. J. M. Huber Corporation	Operating Agreement Dated: 11/01/1971 <sup>1</sup>	31420	MOBIL A 1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Helmerich & Payne, Inc. J. M. Huber Corporation	Operating Agreement Dated: 11/01/1971 <sup>1</sup>	31825	MOBIL 1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Helmerich & Payne, Inc. Rocket Oil Company	Operating Agreement Dated: 09/11/1972 <sup>2</sup>	31377	ROCKET 1-19	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Helmerich & Payne, Inc. Rocket Oil Company	Operating Agreement Dated: 09/11/1972 <sup>2</sup>	31378	ROCKET 2-19	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Helmerich & Payne, Inc. Shell Oil Company, et al	Operating Agreement Dated: 11/21/1972 <sup>2</sup>	31404	BEL-MOBIL 1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Shell Oil Company Helmerich & Payne, et al	Operating Agreement Dated: 12/06/1972 <sup>2</sup>	24438	BRITAIN DEESE	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Shell Oil Company Helmerich & Payne, et al	Operating Agreement Dated: 12/06/1972 <sup>2</sup>	31405	BRITAIN DEEP 2	\$0.00
Samson Resources Company Geodyne Resources, Inc.	MacKellar, Inc. Magness Petroleum Company, et al	Operating Agreement Dated: 02/08/1973 <sup>3</sup>	8905	UNION CITY #1-27	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Buck Drilling & Exploration Company Tenneco Oil Company	Operating Agreement Dated: 08/22/1973 <sup>3</sup>	7875	PAVLU 1-4	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Buck Drilling & Exploration Company Tenneco Oil Company	Operating Agreement Dated: 08/22/1973 <sup>3</sup>	7876	PAVLU 2-4	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Tenneco Oil Company L.O. Pulliam, et al	Operating Agreement Dated: 12/01/1973 <sup>3</sup>	7888	BIERIG 2-33	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Trigg Drilling Company PATRICK PETROLEUM CORPORATION	Operating Agreement Dated: 12/18/1973 <sup>3</sup>	44441	GERALD #1-13H	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Tenneco Oil Company Petroleum Reserve Corporation	Operating Agreement Dated: 02/01/1974 <sup>4</sup>	7656	NICHOLSON 1-21	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Universal Resources Corporation HARPER OIL COMPANY	Operating Agreement Dated: 03/05/1974 <sup>4</sup>	40813	EDMUND #1-31	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Universal Resources Corporation Harper Oil Company, et al	Operating Agreement Dated: 03/05/1974 <sup>4</sup>	7659	FOX, HENRY 1-31 LEASE	\$0.00
Samson Resources Company Geodyne Resources, Inc.	National Cooperative Refinery Association Texas Oil & Gas Corp.	Operating Agreement Dated: 08/08/1974 <sup>4</sup>	23630	WEBER #1-11	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Tenneco Oil Company Texas Oil & Gas Corporation, et al	Operating Agreement Dated: 08/30/1974 <sup>4</sup>	8033	BRICKMAN 1-31	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Tenneco Oil Company Texas Oil & Gas Corporation, et al	Operating Agreement Dated: 08/30/1974 <sup>4</sup>	30746	BRICKMAN #2-31	\$0.00
Samson Resources Company Geodyne Resources, Inc.	National Cooperative Refinery Association Texas Oil & Gas Corporation, et al	Operating Agreement Dated: 09/16/1974 <sup>4</sup>	22512	LEO #1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Universal Resources Corporation Tenneco Oil Company	Operating Agreement Dated: 09/20/1974 <sup>4</sup>	7665	SMITH UNIT #2-23	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Universal Resources Corporation Tenneco Oil Company	Operating Agreement Dated: 09/20/1974 <sup>4</sup>	7669	IDEAL 1-23	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Tenneco Oil Company Texas Oil & Gas Corporation, et al	Operating Agreement Dated: 10/07/1974 <sup>4</sup>	8044	SMITH UNIT 1-7	\$0.00
Samson Resources Company Geodyne Resources, Inc.	National Cooperative Refinery Association Universal Resources Corporation	Operating Agreement Dated: 05/05/1975 <sup>5</sup>	22083	HEFFEL #1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	HBOP, Ltd.	Operating Agreement Dated: 07/01/1975 <sup>5</sup>	2099	KIRBY UNIT #1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	HCM TEXAS OIL & GAS CORPORATION	Operating Agreement Dated: 07/07/1975 <sup>5</sup>	36956	RACHEL JOHN #1-36	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Tenneco Oil Company Petroleum, Inc.	Operating Agreement Dated: 07/15/1975 <sup>5</sup>	47398	ALIG 18-07-14-9 1H	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Phillips Petroleum Company Transok Pipeline Company, et al	Operating Agreement Dated: 09/03/1975 <sup>5</sup>	21618	DRIES A #2	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Trigg Drilling Company Phillips Petroleum Company, et al	Operating Agreement Dated: 10/09/1975 <sup>5</sup>	21486	CONNER 1-16	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Trigg Drilling Company Phillips Petroleum Company, et al	Operating Agreement Dated: 10/09/1975 <sup>5</sup>	21487	CONNER 3-16	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Trigg Drilling Company Phillips Petroleum Company, et al	Operating Agreement Dated: 10/09/1975 <sup>5</sup>	23967	CONNER #16-4	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Amoco Production Company Apexco, Inc., et al	Operating Agreement Dated: 10/13/1975 <sup>5</sup>	23254	SMITH THOMAS	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Amoco Production Company Apexco, Inc., et al	Operating Agreement Dated: 10/13/1975 <sup>5</sup>	24004	IVIE #1-23	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Kerr-McGee Corporation Eason Oil Company, et al	Operating Agreement Dated: 11/12/1975 <sup>5</sup>	3075	WEAVER	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Cotton Petroleum Corporation Unit Drilling Co., et al	Operating Agreement Dated: 03/16/1976 <sup>6</sup>	22326	KELL 1-1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Cotton Petroleum Corporation Unit Drilling Co., et al	Operating Agreement Dated: 03/16/1976 <sup>6</sup>	22328	KELL 2-1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Cotton Petroleum Corporation Unit Drilling Co., et al	Operating Agreement Dated: 03/16/1976 <sup>6</sup>	25605	TURLEY #2-1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Apexco, Inc. Cotton Petroleum Corporation, et al	Operating Agreement Dated: 03/23/1976 <sup>6</sup>	22326	KELL 1-1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Cleary Petroleum Corporation Magness 1970 Drilling Fund, Ltd., et al	Operating Agreement Dated: 04/30/1976 <sup>6</sup>	11112	BRITTON 26-2A MG	\$0.00
Samson Resources Company Geodyne Resources, Inc.	An-Son Corporation Trigg & Calder, et al	Operating Agreement Dated: 08/24/1976 <sup>6</sup>	5338	SPEAR #3-18	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Davis Oil Company Universal Resources Corporation, et al	Operating Agreement Dated: 10/07/1976 <sup>6</sup>	21823	FOSTER	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Culpepper Oil Company DeWayne Pitt	Operating Agreement Dated: 11/23/1976 <sup>6</sup>	47667	BEN #1-14H (N/C)	\$0.00
Samson Resources Company Geodyne Resources, Inc.	HBOP, Ltd. Malouf Abraham Company, Inc., et al.	Operating Agreement Dated: 12/06/1976 <sup>6</sup>	3135	WITTKOPP	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Hoover & Bracken, Inc. Malouf Abraham Company, Inc.	Operating Agreement Dated: 12/06/1976 <sup>6</sup>	8761	SIX MILE CREEK 1-6	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Hoover & Bracken, Inc. Malouf Abraham Company, Inc., et al.	Operating Agreement Dated: 12/06/1976 <sup>6</sup>	5532	MEYER #1-6	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Davis Oil Company Ferguson Oil & Gas Company, Inc., et al	Operating Agreement Dated: 12/09/1976 <sup>6</sup>	24041	HEDGECOCK # 3-12	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Cotton Petroleum Corporation Sun Oil Company (Delaware)	Operating Agreement Dated: 02/01/1977 <sup>7</sup>	22326	KELL 1-1	\$0.00

## Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Geodyne Resources, Inc.	Phillips Petroleum Company Trigg Drilling Company, et al	Operating Agreement Dated: 06/09/1977 <sup>1</sup>	24051	WHITE FARMS A #3	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Hoover & Bracken Energies, Inc. Continental Oil Company, et al	Operating Agreement Dated: 07/20/1977 <sup>1</sup>	6809	BLANC 1-1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	American Natural Gas Production Company Gas Producing Enterprises, Inc.	Operating Agreement Dated: 11/15/1977 <sup>1</sup>	47669	BROWN TRUST #1-1H	\$0.00
Samson Resources Company Geodyne Resources, Inc.	American Natural Gas Production Company Gas Producing Enterprises, Inc.	Operating Agreement Dated: 11/15/1977 <sup>1</sup>	1050166	Kate 2-1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	American Natural Gas Production Company Gas Producing Enterprises, Inc., et al	Operating Agreement Dated: 11/15/1977 <sup>1</sup>	30798	KATE #1-1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Phillips Petroleum Company H. L. Brown, et al	Operating Agreement Dated: 11/30/1977 <sup>1</sup>	23665	WHITE FARMS B1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Michigan Wisconsin Pipe Line Company Davis Oil Company	Operating Agreement Dated: 12/15/1977 <sup>1</sup>	6677	MORDECAI #2-36	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Phillips Petroleum Company Public Service Company of Oklahoma, et al	Operating Agreement Dated: 04/14/1978 <sup>1</sup>	21231	BOLLINGER A-1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Clery Petroleum Corporation Don J. Leeman, et al	Operating Agreement Dated: 06/01/1978 <sup>1</sup>	12087	WHITENER #1-19	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Tenneco Oil Company Exxon Corporation, et al	Operating Agreement Dated: 06/05/1978 <sup>1</sup>	8869	FINIS-CLARK	\$0.00
Samson Resources Company Geodyne Resources, Inc.	National Cooperative Refinery Association C F Braun & Co.	Operating Agreement Dated: 07/17/1978 <sup>1</sup>	21632	DUNNING #1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Rambler Oil Company Tenneco Oil Company, et al	Operating Agreement Dated: 12/01/1978 <sup>1</sup>	7667	CRAVENS ESTATE 1-27	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Sanguine, Ltd. Harper Oil Company, et al	Operating Agreement Dated: 05/15/1979 <sup>1</sup>	4819	MCCRARY #32-A	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Cimarron Petroleum Corporation Tenneco Oil Company	Operating Agreement Dated: 07/01/1979 <sup>1</sup>	6181	KRITTENBRINK #1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Phillips Petroleum Company Public Service Company of Oklahoma, et al	Operating Agreement Dated: 07/02/1979 <sup>1</sup>	11711	NORVILL B #1 NP	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Phillips Petroleum Company Public Service Company of Oklahoma, et al	Operating Agreement Dated: 07/02/1979 <sup>1</sup>	13785	NORVILL B #2-36	\$0.00
Samson Resources Company Geodyne Resources, Inc.	HCM-May Petroleum, Inc. Donald C. Slawson	Operating Agreement Dated: 07/17/1979 <sup>1</sup>	22175	HUBBARD 1-32	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Ladd Petroleum Corporation Mobil Oil Corporation, et al	Operating Agreement Dated: 01/01/1980 <sup>1</sup>	30460	FELL #1-22	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Mustang Production Company Seneca Oil Company	Operating Agreement Dated: 01/02/1980 <sup>1</sup>	30910	JACKSON #1-14	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Phillips Petroleum Company Public Service Company of Oklahoma, et al	Operating Agreement Dated: 01/17/1980 <sup>1</sup>	22810	NEILL A-1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Dyco Petroleum Corporation Bunker Exploration Company, et al	Operating Agreement Dated: 01/31/1980 <sup>1</sup>	6244	BASSETT #1-24	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Dyco Petroleum Corporation Bunker Exploration Company, et al	Operating Agreement Dated: 01/31/1980 <sup>1</sup>	6768	GOOD 1-24	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Dyco Petroleum Corporation Bunker Exploration Company, et al	Operating Agreement Dated: 01/31/1980 <sup>1</sup>	31022	T & D RANCH #1-24	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Davis Oil Company ONG Exploration, Inc., et al	Operating Agreement Dated: 02/01/1980 <sup>1</sup>	24041	HEDGECOCK # 3-12	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Laguna Petroleum Company Hulen Lemon	Operating Agreement Dated: 04/07/1980 <sup>1</sup>	5985	KATHERINE #1-4	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Marlin Oil Corporation Kaiser-Francis Special Account D, et al	Operating Agreement Dated: 05/15/1980 <sup>1</sup>	3021	VIETH #1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Davis Oil Company Petroleum Investments, Ltd., et al	Operating Agreement Dated: 10/14/1980 <sup>1</sup>	22828	NITZEL 1-29	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Shell Oil Company Mustang Production Company	Operating Agreement Dated: 01/12/1981 <sup>1</sup>	47190	MCEVOY #1H-1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Post Petroleum Company, Inc. National Cooperative Refinery Association, et al	Operating Agreement Dated: 01/16/1981 <sup>1</sup>	22857	OAKES #1-14	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Dyco Petroleum Corporation Sunrise Exploration	Operating Agreement Dated: 01/29/1981 <sup>1</sup>	33614	SHOCKEY #4-25	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Dyco Petroleum Corporation Sunrise Exploration	Operating Agreement Dated: 01/29/1981 <sup>1</sup>	42359	COUGAR #3-25	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Dyco Petroleum Corporation Sunrise Exploration, Inc., et al	Operating Agreement Dated: 01/29/1981 <sup>1</sup>	6786	SHOCKEY 2-25	\$0.00
Samson Resources Company Geodyne Resources, Inc.	C & K Petroleum, Inc. HCW Exploration, Inc., et al	Operating Agreement Dated: 02/01/1981 <sup>1</sup>	4921	HARRISON #2-30	\$0.00
Samson Resources Company Geodyne Resources, Inc.	C & K Petroleum, Inc. HCW Exploration, Inc., et al	Operating Agreement Dated: 02/01/1981 <sup>1</sup>	31249	HARRISON #2-30	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Dyco Petroleum Corporation Sunrise Exploration, Inc., et al	Operating Agreement Dated: 03/01/1981 <sup>1</sup>	6765	DESKINS 1-19	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Gulf Oil Corporation Texas Oil & Gas Corporation, et al	Operating Agreement Dated: 03/20/1981 <sup>1</sup>	4900	NUNEMAKER #1-19	\$0.00
Samson Resources Company Geodyne Resources, Inc.	An-Son Corporation Langham Petroleum Exploration Corp., et al	Operating Agreement Dated: 06/07/1981 <sup>1</sup>	4642	PATRICIA #1-24	\$0.00
Samson Resources Company Geodyne Resources, Inc.	George Rodman, Inc. Fabco Oil Company, Inc.	Operating Agreement Dated: 09/22/1981 <sup>1</sup>	25720	RAY #2-31	\$0.00
Samson Resources Company Geodyne Resources, Inc.	George Rodman, Inc. Robert E. Eckels, et al	Operating Agreement Dated: 09/22/1981 <sup>1</sup>	25719	RAY #3-31	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Sanguine Ltd. Nicor Exploration Company, et al	Operating Agreement Dated: 10/07/1981 <sup>1</sup>	35358	ELLEN 1 4 (NADEL)	\$0.00
Samson Resources Company Geodyne Resources, Inc.	HAMILTON BROTHERS OIL COMPANY TRIGG DRILLING COMPANY	Operating Agreement Dated: 10/10/1981 <sup>1</sup>	44629	JOHNSA #1-23	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Andover Oil Company AOC 1981 Investment Program, et al	Operating Agreement Dated: 02/15/1982 <sup>1</sup>	30965	PORTER #5-4	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Andover Oil Company TXO PRODUCTION CORP.	Operating Agreement Dated: 02/15/1982 <sup>1</sup>	40725	CLIFFORD #1-5	\$0.00
Samson Resources Company Geodyne Resources, Inc.	May Petroleum, Inc. Laguna Petroleum Corporation, et al	Operating Agreement Dated: 07/01/1982 <sup>1</sup>	5985	KATHERINE #1-4	\$0.00
Samson Resources Company Geodyne Resources, Inc.	George Rodman, Inc. Joe M. Bohannon, et al	Operating Agreement Dated: 07/26/1982 <sup>1</sup>	21657	ELLITHORPE 1-29	\$0.00
Samson Resources Company Geodyne Resources, Inc.	George Rodman, Inc. Joe M. Bohannon, et al	Operating Agreement Dated: 07/26/1982 <sup>1</sup>	25619	BRAY #2-29	\$0.00
Samson Resources Company Geodyne Resources, Inc.	George Rodman, Inc. Joe M. Bohannon, et al	Operating Agreement Dated: 07/26/1982 <sup>1</sup>	25721	BRAY #3-29	\$0.00



## Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Geodyne Resources, Inc.	Cotton Petroleum Corporation NWT Natural Resources Co., et al	Operating Agreement Dated: 10/01/1982 <sup>1</sup>	6031	OPITZ #1-14	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Fortuna Energy Corporation Rambler Oil Company - PVP, Ltd., et al	Operating Agreement Dated: 06/13/1983 <sup>1</sup>	21629	DUNCAN 1-8	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Milestone Petroleum Corporation Wichita Industries, Inc.	Operating Agreement Dated: 07/15/1983 <sup>1</sup>	7892	BATTIEST #1-11	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Cotton Petroleum Corporation Tenneco Oil Company, et al	Operating Agreement Dated: 09/06/1983 <sup>1</sup>	7897	STIDHAM RANCH 2-18	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Tenneco Oil Company Cotton Petroleum Corporation, et al	Operating Agreement Dated: 09/06/1983 <sup>1</sup>	7885	STIDHAM RANCH 1-18	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Hemstead Oil Corporation DAB Limited	Operating Agreement Dated: 11/07/1983 <sup>1</sup>	24167	HARRILL C #2	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Hemstead Oil Corporation DAB Limited	Operating Agreement Dated: 11/07/1983 <sup>1</sup>	25685	HARRILL C #3-33	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Cotton Petroleum Corporation Sundance Oil Company	Operating Agreement Dated: 12/01/1983 <sup>1</sup>	25357	PANKRATZ #2-35	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Tenneco Oil Company Cotton Petroleum Corporation, et al	Operating Agreement Dated: 05/10/1984 <sup>1</sup>	7897	STIDHAM RANCH 2-18	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Tenneco Oil Company Milestone Petroleum, Inc., et al	Operating Agreement Dated: 08/01/1984 <sup>1</sup>	7892	BATTIEST #1-11	\$0.00
Samson Resources Company Geodyne Resources, Inc.	William H. Davis Grace Petroleum Corporation, et al	Operating Agreement Dated: 11/01/1984 <sup>1</sup>	12348	CHITWOOD, NW UNIT	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Grand Production Company Rambler Oil Company - PVP, Ltd., et al	Operating Agreement Dated: 12/28/1984 <sup>1</sup>	22268	JENSEN 1-9	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Grand Production Company TXO Production Corp., et al	Operating Agreement Dated: 01/05/1985 <sup>1</sup>	22637	MCCOY #1-5	\$0.00
Samson Resources Company Geodyne Resources, Inc.	National Cooperative Refinery Association Universal Resources Corporation, et al	Operating Agreement Dated: 06/12/1985 <sup>1</sup>	22083	HEFFEL #1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	PETROCORP INCORPORATED CABOT PETROLEUM CORPORATION	Operating Agreement Dated: 01/02/1986 <sup>1</sup>	41423	ROTHER 01-27	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Grand Production Company Harold S. Myers Trust, et al	Operating Agreement Dated: 01/10/1986 <sup>1</sup>	22079	HEARON 1-4	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Grand Production Company Phillips Petroleum Company	Operating Agreement Dated: 02/06/1986 <sup>1</sup>	23612	WANDA 1-5	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Sabine Corporation Oaktree Petroleum Corporation et al	Operating Agreement Dated: 03/26/1986 <sup>1</sup>	4910	BROWN #1-3	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Grand Production Company Harold Myers Trust, et al	Operating Agreement Dated: 07/21/1986 <sup>1</sup>	21561	DANIEL 1-5	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Landmark Exploration Company Hawkins Oil & Gas, Inc., et al.	Operating Agreement Dated: 08/18/1986 <sup>1</sup>	4127	LUMPY #1-13	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Grand Production Company Harold S. Myers Trust, et al	Operating Agreement Dated: 09/03/1986 <sup>1</sup>	23612	WANDA 1-5	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Mobil Oil Corporation Chesapeake Investment Company, et al	Operating Agreement Dated: 10/01/1986 <sup>1</sup>	30466	TUCKER, SALLY UNIT	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Standard Oil Production Company H G & G, Inc., et al	Operating Agreement Dated: 01/01/1987 <sup>1</sup>	11484	HUSSEY TW 1-10 HG&G	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Alpine Oil & Gas, Inc. Grace Petroleum Corporation	Operating Agreement Dated: 05/26/1987 <sup>1</sup>	11484	HUSSEY TW 1-10 HG&G	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Grand Production Company Viersen & Cochran, et al	Operating Agreement Dated: 06/17/1987 <sup>1</sup>	23613	WARE 1-9	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Grand Production Company Willshire Oil Company of Texas, et al	Operating Agreement Dated: 09/23/1987 <sup>1</sup>	25619	BRAY #2-29	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Grand Production Company Willshire Oil Company of Texas, et al	Operating Agreement Dated: 09/23/1987 <sup>1</sup>	25721	BRAY #3-29	\$0.00
Samson Resources Company Geodyne Resources, Inc.	National Cooperative Refinery Association A. L. Abercrombie, et al	Operating Agreement Dated: 10/01/1987 <sup>1</sup>	42660	CUMMINGS #3-33	\$0.00
Samson Resources Company Geodyne Resources, Inc.	National Cooperative Refinery Association A.L. ABERCROMBIE	Operating Agreement Dated: 10/01/1987 <sup>1</sup>	42077	GODFREY #2	\$0.00
Samson Resources Company Geodyne Resources, Inc.	National Cooperative Refinery Association Bromac, Inc.	Operating Agreement Dated: 10/01/1987 <sup>1</sup>	1050159	Leda Sparks 1-33H	\$0.00
Samson Resources Company Geodyne Resources, Inc.	National Cooperative Refinery Association Cozad State Bank and Trust Company, et al	Operating Agreement Dated: 10/01/1987 <sup>1</sup>	21880	GODFREY #B-1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	National Cooperative Refinery Association Cozad State Bank and Trust Company, et al	Operating Agreement Dated: 10/01/1987 <sup>1</sup>	21881	GODFREY #1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	National Cooperative Refinery Association Cozad State Bank and Trust Company, et al	Operating Agreement Dated: 10/01/1987 <sup>1</sup>	22428	LANCE #1	\$0.00
Samson Resources Company Geodyne Resources, Inc.	National Cooperative Refinery Association Cozad State Bank and Trust Company, et al	Operating Agreement Dated: 10/01/1987 <sup>1</sup>	24085	NIC #1-4	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Grand Production Company Neoka Group 1987-I, et al.	Operating Agreement Dated: 10/30/1987 <sup>1</sup>	25720	RAY #2-31	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Grand Production Company Neoka Group 1987-1, et al	Operating Agreement Dated: 12/01/1987 <sup>1</sup>	22321	KAY 1-16	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Grace Petroleum Corporation Texaco, Inc., et al	Operating Agreement Dated: 12/28/1987 <sup>1</sup>	12090	WHITENER 1-36	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Grand Production Company Neoka Group 1987-2, et al	Operating Agreement Dated: 01/18/1988 <sup>1</sup>	22531	LINDSAY 1-14	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Grand Production Company Neoka Group 1987-II	Operating Agreement Dated: 03/09/1988 <sup>1</sup>	21030	ALEXANDER 1-17	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Grand Production Company Texas Oil & Gas Corporation, et al	Operating Agreement Dated: 04/18/1988 <sup>1</sup>	22894	PARK 1-25	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Grand Production Company Texas Oil and Gas Production Corp., et al	Operating Agreement Dated: 04/18/1988 <sup>1</sup>	25104	PARK #2-25	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Grand Production Company Neoka Group 1987-11, et al	Operating Agreement Dated: 05/10/1988 <sup>1</sup>	22517	LEWIS 1-14	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Grace Petroleum Corporation C.J. Sharp, et al	Operating Agreement Dated: 07/21/1988 <sup>1</sup>	12092	WHITENER 2-25	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Marshall Oil Corporation Helen Alexander, et al.	Operating Agreement Dated: 02/27/1990 <sup>1</sup>	21046	AMERADA 1-36	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Oneok Resources Company Tide West Oil Company, et al	Operating Agreement Dated: 04/11/1990 <sup>1</sup>	5284	EISER #1-31	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Oneok Resources Company Chesapeake Operating, Inc., et al	Operating Agreement Dated: 07/13/1990 <sup>1</sup>	5401	METHENY #2-25 (DORNICK HILLS)	\$0.00

## Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
Samson Resources Company Geodyne Resources, Inc.	Oneok Resources Company Ardmore Production & Exploration Company, et al	Operating Agreement Dated: 03/10/1992 <sup>1</sup>	21682	EXXON FEE #1-27	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Kaiser-Francis Oil Company Broughton Petroleum, Inc., et al	Operating Agreement Dated: 01/21/2003 <sup>1</sup>	13452	S&S RANCH #1-2 (HART)	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Kaiser-Francis Oil Company Lance Ruffel Oil & Gas Corporation, et al	Operating Agreement Dated: 01/21/2003 <sup>1</sup>	12887	S&S RANCH #1-2 (BROMIDE/VIOLA)	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Western Oil & Gas Development Corp. Frank Bannister Trust	Operating Agreement Dated: 02/18/2005 <sup>1</sup>	47764	GLEASON 26-12-9 1H	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Dominion Oklahoma Texas Exploration & Production Co. Bonray, Inc.	Operating Agreement Dated: 09/26/2006 <sup>1</sup>	46848	DEBBIE #1-32H	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Dominion Oklahoma Texas Exploration & Production Co. Bonray, Inc.	Operating Agreement Dated: 02/21/2007 <sup>1</sup>	47241	HUNT 1-28 33H	\$0.00
Samson Resources Company Geodyne Resources, Inc.	Kaiser-Francis Oil Company Lance Ruffel Oil & Gas Corporation, et al	Operating Agreement Dated: 04/16/2007 <sup>1</sup>	12887	S&S RANCH #1-2 (BROMIDE_VIOLA)	\$0.00
Samson Resources Company	Oneok Resources Company, et al	Operating Agreement Dated: 01/03/1991 <sup>1</sup>	5422	LYNN MARIE #1-31	\$0.00
Samson Resources Company	Tide West Oil Company	Operating Agreement Dated: 02/25/1991 <sup>1</sup>	5475	DOSS#1	\$0.00
Samson Resources Company	Sanguine Ltd, et al	Operating Agreement Dated: 01/01/1988 <sup>1</sup>	4478	SOONER #1-19	\$0.00
Samson Resources Company	Oneok Resources Company, et al	Operating Agreement Dated: 08/06/1991 <sup>1</sup>	5422	LYNN MARIE #1-31	\$0.00
Samson Resources Company	Cotton Petroleum Corporation	Operating Agreement Dated: 03/05/1981 <sup>1</sup>	2489	PAYNE, K.O. UNIT #1	\$0.00
Samson Resources Company	Kaiser-Francis Oil Company	Operating Agreement Dated: 04/25/1979 <sup>1</sup>	1759	GILES #1	\$0.00
Samson Resources Company	CITIES SERVICE COMPANY	Operating Agreement Dated: 05/16/1980 <sup>1</sup>	44745	DOWCOURT #1-30	\$0.00
Samson Resources Company	Kaiser-Francis Oil Company	Operating Agreement Dated: 12/01/1980 <sup>1</sup>	1707	FOX #1	\$0.00
Samson Resources Company	Kaiser-Francis Oil Company	Operating Agreement Dated: 12/22/1980 <sup>1</sup>	2489	PAYNE, K.O. UNIT #1	\$0.00
Samson Resources Company	Vintage Petroleum, Inc.	Operating Agreement Dated: 04/23/1991 <sup>1</sup>	5504	WEST #1-28	\$0.00
Samson Resources Company	Chesapeake Operating, Inc.	Operating Agreement Dated: 11/03/1995 <sup>1</sup>	30460	FELL #1-22	\$0.00
Geodyne Resources, Inc.	Oneok Resources Company	Operating Agreement Dated: 07/21/1992 <sup>1</sup>	21810	FLOYD 1-26	\$0.00
Geodyne Resources, Inc.	Oneok Resources Company	Operating Agreement Dated: 07/21/1992 <sup>1</sup>	25831	FLOYD #2-26	\$0.00

[1] This schedule may be over inclusive. Inclusion of an operating agreement on this schedule is not a representation by the Debtors that any working interest owner is a party to such agreement.