

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

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

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

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

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

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

Agreement, the “Buyer”), pursuant to the Asset Purchase Agreement between Samson Resources Company and the Buyer, dated as of September 6, 2016 (together with all other documents contemplated thereby, as such agreement may be amended, restated or supplemented, the “Red Willow Agreement”), a copy of which is attached hereto as Exhibit 1, free and clear of all Liens, Claims, and Interests (each as defined herein); (b) authorizing the assumption and assignment of certain executory contracts and unexpired leases to the Buyer; and (c) granting related relief, all as more fully set forth in the Motion; and the Court having entered the *Order (I) Establishing Bidding Procedures and Granting Related Relief and (II) Approving the Sale of Certain Assets Free and Clear of Liens, Claims, Encumbrances, and Interests* [Docket No. 1425] (the “Bidding Procedures Order”); and the Debtors having filed the *Notice of Auction* [Docket No. 1454] (the “Notice of Auction”) stating that the Debtors did not receive any competing Bids for the Assets; and the Debtors having filed the *Notice of Successful Bidder and Backup Bidder* [Docket No. 1499] (the “Notice of Successful Bidders”) identifying the Buyer as the Successful Bidder for the Assets in accordance with the Bidding Procedures Order; and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest; and the Court having found that the Debtors provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances; and the Court having reviewed the Motion and having heard the statements and evidence in support of the relief requested therein at a hearing before the Court that commenced on October 17, 2016 (the “Sale

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

Findings of Fact and Conclusions of Law

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

Jurisdiction and Venue

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. Without limiting the generality of the foregoing, this Court has exclusive *in rem* jurisdiction over the Assets pursuant to 28 U.S.C. § 1334(e), as such Assets are property of the Debtors’ chapter 11 estates, and, as a result of such jurisdiction, this Court has all necessary power and authority to grant the relief contained herein. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

Statutory Predicates

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

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

Notice

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

E. Notice of the 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 and the Assigned Leases or the Cure Costs. All non-Debtor counterparties to the Assigned Contracts and the Assigned Leases have had an adequate opportunity to object to the assumption and assignment of the Assigned Contracts and the Assigned Leases and the Cure Costs.

G. The notice described in the foregoing Paragraphs C–F is good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Bidding Procedures, the Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases, the Cure Costs, the Sale Hearing, consent and preferential purchase rights related to oil and gas interests and Surface Rights, and all deadlines related thereto 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 Red Willow 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 Red Willow Agreement constitutes the best and highest offer for the Assets.

Corporate Authority

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

Highest and Best Offer; Business Judgment

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

L. The offer of the Buyer, upon the terms and conditions set forth in the Red Willow Agreement, including, without limitation, the total consideration to be realized by the Debtors thereunder, (i) is the highest and best offer received by the Debtors after extensive marketing, including through the Bidding Procedures, (ii) is in the best interests of the Debtors, their

creditors, their estates and other parties in interest and (iii) constitutes full and adequate consideration, is fair and reasonable and constitutes reasonably equivalent value, fair consideration, and fair value for the Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, and under the laws of the United States, any state, territory, possession, or the District of Columbia. Taking into consideration all relevant factors and circumstances, no other entity has offered to purchase the Assets for greater economic value to the Debtors or their estates.

Opportunity to Object

M. A reasonable opportunity to object or be heard with respect to the Motion, the Bidding Procedures, the Sale (and all transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts and the Assigned Leases, the Cure Costs, the Sale Hearing, consent and preferential purchase rights related to oil and gas interests or Surface Rights, and all deadlines related thereto has been afforded to all interested persons and entities, including, without limitation: (i) the Office of the U.S. Trustee for the District of Delaware; (ii) the Committee; (iii) the agent under the Debtors' first lien credit facility; (iv) counsel to the agent under the Debtors' first lien credit facility; (v) the agent under the Debtors' second lien credit facility; (vi) counsel to the agent under the Debtors' second lien credit facility; (vii) the Internal Revenue Service and all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; (viii) the United States Securities and Exchange Commission; (ix) counsel to the Stalking Horse Bidders; (x) all parties who have expressed a written interest in some or all of the Assets; (xi) all entities known to hold or to have asserted any "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 Red Willow Agreement was negotiated, proposed, and entered into by the Debtors and the Buyer without collusion, in good faith, and from arm's length bargaining positions. Neither the Debtors, nor the Buyer, nor any affiliate of the Buyer has engaged in any conduct that would cause or permit the Red Willow Agreement or the Sale to be avoided under section 363(n) of the Bankruptcy Code.

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

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

Free and Clear Transfer Required by Buyer

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

R. As of the Closing, pursuant and subject to the terms of the Red Willow Agreement and this Order, the transfer of the Assets and of the Assumed Liabilities and the Sale will effect a legal, valid, enforceable, and effective transfer of the Assets and will vest the Buyer with all of the Debtors' rights, title, and interests in the Assets free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the 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 or an Assigned Lease that will be assumed and assigned pursuant to this Order and the Red Willow Agreement; and (xiv) any other Excluded Liabilities as provided in the Red Willow Agreement.

Satisfaction of Section 363(f)

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

Assigned Contracts and Assigned Leases

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

Cure Costs and Adequate Assurance

V. The Debtors and the Buyer, as applicable, have, including by way of entering into the Red Willow Agreement, and agreeing to the provisions relating to the Assigned Contracts and Assigned Leases therein, (i) cured, or provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Assigned Contracts and Assigned Leases within the meaning of section 365(b)(1)(A) of the Bankruptcy Code and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assigned Contracts and the

Assigned Leases within the meaning of section 365(b)(1)(B) of the Bankruptcy Code and the Buyer has, based upon the record of these proceedings, including the evidence proffered by the Debtors at the Sale Hearing, provided adequate assurance of its future performance of and under the Assigned Contracts and the Assigned Leases pursuant to sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. The Buyer's promise under the Red Willow Agreement to perform the obligations under the Assigned Contracts and the Assigned Leases after the Closing shall constitute adequate assurance of future performance under the Assigned Contracts and the Assigned Leases being assigned to the Buyer within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. The Cure Costs are hereby deemed to be the sole amounts necessary to cure any and all defaults under the Assigned Contracts and the Assigned Leases under section 365(b) of the Bankruptcy Code.

Time Is of the Essence; Waiver of Stay

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

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

Motion is Granted

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

Objections Overruled

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

merits. All objections to the entry of this Order or to the relief granted herein that were not timely filed are hereby forever barred.

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

Approval of the Red Willow Agreement

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

5. The Debtors are authorized, in accordance with the Red Willow Agreement, to execute and deliver, and empowered to perform under, consummate, and implement, the Red Willow Agreement, together with all additional instruments, documents, and other agreements that may be reasonably necessary or desirable to implement the Red Willow Agreement, and to take all further actions as may be reasonably requested by the Buyer for the purpose of assigning,

transferring, granting, conveying and conferring to the Buyer or reducing to possession, the Assets, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Red Willow Agreement.

Binding Effect of Order

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

Amendments to the Red Willow Agreement

7. The Red Willow Agreement and any related agreements, documents, or other instruments may be modified, amended, supplemented or restated by the parties thereto in a writing signed by both parties and in accordance with the terms thereof, without further order of this Court, but upon prior reasonable notice and consultation with the Committee, provided that any such modification, amendment, supplement or restatement does not have a material adverse effect on the Debtors' estates. The Red Willow Agreement shall not be altered, amended,

rejected, discharged or otherwise affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases without the prior written consent of the Buyer.

Transfer of the Assets Free and Clear

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

- a. any and all charges, liens (statutory or otherwise), claims, mortgages, leases, subleases, hypothecations, deeds of trust, pledge, security interests, options, rights of use or possession, rights of first offer or first refusal (or any other type of preferential arrangement), rights of consent, rights of setoff, successor liability, easements, servitudes, restrictive covenants, interests or rights under any operating agreement, encroachments, encumbrances, third-party interests or any other restrictions or limitations of any kind with respect to the Assets including all the encumbrances or other restrictions or limitations on use set forth in Paragraph R above (collectively, "Liens");
- b. any and all claims as defined in section 101(5) of the Bankruptcy Code and jurisprudence interpreting the Bankruptcy Code, including, without limitation, (i) any and all claims or causes of action based on or arising under any labor, employment or pension laws, (ii) any and all claims or causes of action based upon or relating to any putative successor or transferee liability, and (iii) any and all other claims, causes of action, rights, remedies, obligations, liabilities, counterclaims, cross-claims, third party claims, demands, restrictions, responsibilities, or contribution, reimbursement, subrogation, or indemnification claims or liabilities based on or relating to any act or omission of any kind or nature whatsoever asserted against any of the Debtors or any of their respective affiliates, subsidiaries, directors, officers, agents, successors or assigns in connection with or relating to the Debtors, their operations, their business, their liabilities, the Debtors' marketing and bidding process with respect to the Assets, the Assigned Contracts, or the transactions contemplated by the

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

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

Release of Liens

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

Deemed Consent and Waiver of Preferential Purchase Rights

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 Red Willow Agreement and the Bidding Procedures Order and failed to timely object are hereby deemed to consent to the Sale and/or waive their ability (if any) to exercise any preferential purchase right or consent right with respect to the Sale.

Police and Regulatory Power of Governmental Units

13. Nothing in this Order or the Red Willow Agreement releases, nullifies, precludes, or enjoins the enforcement of any police power by, or any regulatory liability to, any governmental unit under any applicable Environmental Law⁴ on the part of any entity as the owner or operator of property after the Closing. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Assets on account of the filing or pendency of these chapter 11 cases or, to the extent provided by section 525 of the Bankruptcy Code, the consummation of the transactions contemplated by the Red Willow Agreement, including, without limitation, the Sale and the Debtors' assumption and assignment of the Assigned Contracts and Assigned Leases to the Buyer. Nothing in this Order authorizes the

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

transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements under Environmental Law.

Assumption and Assignment of Assigned Contracts and Assigned Leases

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

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

16. Subject to Paragraph 17 hereof:

- a. The Debtors are authorized to and may assume all of the Assigned Contracts and the Assigned Leases in accordance with section 365 of the Bankruptcy Code.
- b. The Debtors are authorized to and may assign each Assigned Contract and Assigned Lease to the Buyer in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assigned Contract or Assigned Lease that prohibit or condition the assignment of such Assigned Contract or Assigned Lease on the consent of the counterparty thereto or allow the non-Debtor party to such Assigned Contract or Assigned Lease to terminate, recapture, impose any penalty, condition, renewal or

extension, or modify any term or condition upon the assignment of such Assigned Contract or Assigned Lease, shall constitute unenforceable anti-assignment provisions which are expressly preempted under section 365 of the Bankruptcy Code and void and of no force and effect.

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

17. All defaults and all other obligations of the Debtors under the Assigned Contracts and the Assigned Leases occurring, arising or accruing prior to the assignment thereof to the Buyer at Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) are deemed to have been cured or satisfied by the payment of the proposed amount necessary, if any, to cure all monetary defaults, if any, under each Assigned Contract and Assigned Lease in the amounts set forth in the

Notice of Assumption and Assignment or any Supplemental Notice of Assumption and Assignment (or any other cure cost reached by agreement after an objection to the proposed cure cost by a counterparty to an Assigned Contract or Assigned Lease), which was served in compliance with the Bidding Procedures Order, and as set forth on the schedule attached hereto as **Exhibit 2** (the "Cure Costs"), and which Cure Costs were satisfied, or shall be satisfied as soon as practicable, by the Debtors or by the Buyer, as the case may be, as provided in the Red Willow Agreement. For the avoidance of doubt, Cure Costs, as defined herein, shall not include any obligations owed under Federal Leases prior to the assumption and assignment of such Federal Leases. For all Assigned Contracts and Assigned Leases for which a Notice of Assumption and Assignment was served, the Debtors and the Buyer, as applicable, are each authorized and directed to pay their respective portion of all Cure Costs required to be paid by such parties in accordance with the Red Willow Agreement upon the later of (a) the Closing and (b) for any Assigned Contracts or Assigned Leases for which an objection has been filed to the assumption and assignment of such agreement or the Cure Costs relating thereto and such objection remains pending as of the date of this Order, the resolution of such objection by settlement or order of this Court. For all Assigned Contracts and Assigned Leases for which a Supplemental Notice of Assumption and Assignment was served, the Debtors and the Buyer, as applicable, are each authorized and directed to pay their respective portion of all Cure Costs required to be paid by such parties in accordance with the Red Willow Agreement upon the later of (x) 14 days following service of the Supplemental Notice of Assumption and Assignment and (y) if an objection to the Supplemental Notice of Assumption and Assignment is timely filed in accordance with the Bidding Procedures Order, the resolution of such objection by settlement or order of this Court.

18. Pursuant to section 365(k) of the Bankruptcy Code, the Debtors and their estates shall be relieved from any liability for any breach for any Assigned Contract or Assigned Lease 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 Red Willow Agreement and the provisions of this Order.

Release of Liens by Creditors; Collection of Assets

20. Except as expressly provided to the contrary in this Order or in the Red Willow Agreement, the holder of any valid Lien, Claim or Interest in the Debtors or the Assets shall, as of the Closing, be deemed to have waived and released such Lien, Claim or Interest, without regard to whether such holder has executed or filed any applicable release, and such Lien, Claim or Interest shall automatically, and with no further action by any party, attach to the portion of the 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 are assumed by the Buyer and relate to operations of the Assets, except to the extent that such obligations have arisen on or prior to the Closing, as set forth in the Red Willow Agreement.

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 Red Willow Agreement, including, without limitation, recordation of this Order. Notwithstanding the prior two sentences and for the avoidance of doubt, section 1146(a) of the Bankruptcy Code shall not apply to the Sale.

Administrative Priority Status

23. Any amounts that become payable by the Debtors to the Buyer pursuant to the Red Willow Agreement and any related agreements executed in connection therewith shall (a) be entitled to administrative expense claim status under sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code; (b) not be subordinate to any other administrative expense claim against the Debtors other than allowed claims entitled to priority under section 507(b) of the Bankruptcy Code, (c) not be altered, amended, discharged or affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases without the prior written consent of the Buyer, and (d) be paid by the Debtors in the time and manner provided for in the Red Willow 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 Red Willow Agreement or this Order, the Buyer and its affiliates shall have no liability or responsibility for any liability or other obligation of the Debtors' arising under or related to the Assets or otherwise. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the Red Willow Agreement, the Buyer

and its affiliates shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and the Buyer and its affiliates shall have no successor or vicarious liabilities of any kind or character including, 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 Permitted Encumbrances and the Assumed Liabilities, all persons and entities shall be, and hereby are, forever barred and estopped from (a) taking any action that would adversely affect or interfere with the ability of the Debtors to transfer the Assets to the Buyer in accordance with the terms of this Order and the Red Willow Agreement and (b) asserting, prosecuting, or otherwise pursuing, whether in law or in equity, in any judicial, administrative, arbitral or other proceeding, any Liens, Claims or Interests of any kind or nature whatsoever against the Buyer and its successors, designees, assigns, or property, or the Assets conveyed under this Order in accordance with the Red Willow Agreement.

No Interference

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

No Stay of Order

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 Red Willow Agreement at any time pursuant to the terms thereof.

Good Faith Purchaser

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

Preservations of Rights

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

31. Notwithstanding any other provision in the Motion, this Order or any implementing use, sale, or transfer documents (collectively, including the Red Willow Agreement, the "Sale Documents"), any sale, assignment and/or transfer of any interests in contracts, leases, covenants, operating rights agreements, rights-of-use and easements, and rights-of-way or other interests or agreements (a) with the federal government involving federal

land or minerals (but not lands of Indian landowners (as defined below)) (collectively, the "Government Leases") or (b) lands or minerals (i) held in trust for federally-recognized Indian tribes or Indian individuals or (ii) held by Indian individuals in fee with federal restriction on alienation (collectively, the "Indian Landowners," and the leases for such Indian Landowners, collectively, with the Government Leases, 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 Government 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 Government 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 Government 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 Government 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 Government 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 Government Leases with respect to the Pre-Effective Date Periods, and no monies for any Future Audit related to the Government 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 Red Willow Agreement or otherwise applicable law (to the extent not covered by the Red Willow 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 Red Willow 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. Notwithstanding anything to the contrary in this Order or the Sale Documents, including but not limited to section 2.3(a) and 2.4 of the Red Willow Agreement, (i) all royalty, rental, or other related payment obligations for Federal Leases other than Government Leases shall be treated as "Assumed Liabilities" subject to the provisions in section 2.3 of the Red Willow Agreement and (ii) any overpayment of such amounts and/or future deductions as royalty offsets associated with such leases shall be treated as "Assets" under the Red Willow Agreement for which there shall be no increase in the Base Purchase Price or other adjustments, whether pursuant to section 8.12(a)(iv) of the Red Willow Purchase Agreement or otherwise.

38. Notwithstanding anything to the contrary in the Sale Documents, including but not limited to section 8.12(a)(iv) of the Red Willow Purchase Agreement, and in consideration for obligations undertaken by the Buyer in paragraph 37, the Base Purchase Price shall be reduced by One Hundred Thousand Dollars (\$100,000.00), and no other adjustments to the Base Purchase Price shall be made on account of any unpaid royalties or other contractual obligation

relating to any Federal Leases that are Assumed Liabilities in accordance with paragraph 37 hereof, whether such obligations arise prior to or after the Effective Date.

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

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

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

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

or licensed by SAP America, Inc. ("SAP"); (b) the assumption and/or assignment of the Software License Agreement between SAP and any Samson Resources Corporation (the "License Agreement"), which such assumption and/or assignment, if any, is subject to subsequent Court order after notice to SAP and an opportunity to respond; or (c) the Debtors' use of any software or other intellectual property owned or licensed by SAP pursuant to the License Agreement for the benefit of 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.

43. The Debtors and the Buyer acknowledge that: EnerVest Operating and/or certain of its affiliated entities (collectively, "EnerVest") hold and/or possess certain interests in or related to the Assets (collectively, the "EnerVest Interests"). Notwithstanding any contrary provisions of this Order or in the Red Willow Agreement, (a) the Debtors shall pay in full all pre-closing revenue payments, operating expenses, and other disbursements due and owing to EnerVest related to the Assets and/or on account of the EnerVest Interests within five (5) Business Days following the Closing or, in EnerVest's discretion, in the ordinary course of business, (b) to the extent otherwise permitted under applicable law, EnerVest shall retain the right, and is authorized, to exercise any right of recoupment with respect to Wells operated by EnerVest included among the Assets, all proceeds and revenue earned up to the Closing Date and otherwise payable to Debtors or 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 the Assets shall remain subject thereto, and (d) the EnerVest Interests as related to any proceeds or revenue associated with the Assets shall not be altered, amended or otherwise affected by this Order or the Red Willow Agreement. If timely paid in the ordinary course of business, EnerVest agrees not to exercise its right of recoupment with respect to pre-closing obligations owed to EnerVest as set forth herein. All imbalance obligations owed to EnerVest are being assumed by the Buyer.

44. 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 Red Willow Agreement or (ii) constitute a modification, waiver, or release of any right, agreement, covenant, or obligation of Buyer or Seller under the Red Willow Agreement.

Inconsistencies with Prior Orders, Pleadings or Agreements

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

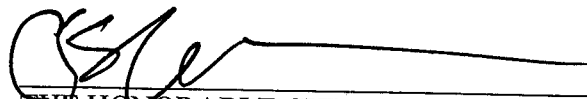
Failure to Specify Provisions

46. The failure to specifically reference any particular provisions of the Red Willow Agreement or other related documents in this Order shall not diminish or impair the effectiveness

of such provisions, it being the intent of the Court that the Red Willow 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

Red Willow Agreement

ASSET PURCHASE AGREEMENT

DATED AS OF SEPTEMBER 6, 2016 ,

BY AND BETWEEN

SAMSON RESOURCES COMPANY

AS SELLER,

AND

**THE SOUTHERN UTE INDIAN TRIBE,
DOING BUSINESS THROUGH ITS DIVISION KNOWN AS RED WILLOW PRODUCTION COMPANY**

AS BUYER

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of September 6, 2016 (the “Execution 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 the Southern Ute Indian Tribe, a federally-recognized Indian tribe, doing business through its division known as Red Willow Production Company, whose address is 14933 Highway 172, Ignacio, CO 81137 (“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, including the Assigned Contracts and the Assigned Leases and Interests, and Buyer desires to purchase from Seller all of the Assets, including the Assigned Contracts and the Assigned Leases and Interests and assume 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, including the assumption and assignment of the Assigned Contracts and the Assigned Leases and Interests, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code; and

WHEREAS, the transactions set forth in this Agreement are subject to the terms and conditions set forth herein, including the approval of the Bankruptcy Court and will be consummated only pursuant to the Sale Order to be entered in 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 8.13.

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

“Administrative Expenses” whether initially capitalized or not, has the meaning set forth under Section 364(c)(1) of the Bankruptcy Code.

“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. (excluding Samson Resources Corporation and its Subsidiaries) shall not be considered or otherwise deemed to be an “Affiliate” of Seller.

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

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

“Applicable Employees” means those employees of Seller and its Subsidiaries that are listed on Schedule 8.6(a).

“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)(viii).

“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, including any proceeds thereof.

“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.

“Benefit Plan” has the meaning set forth in Section 5.17.

“BIA” means U.S. Bureau of Indian Affairs.

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

“Bidding Procedures” means bid procedures in substantially the form attached hereto as **Exhibit A**, to be submitted to the Bankruptcy Court for approval pursuant to the Bidding Procedures Order.

“Bidding Procedures Order” means an Order of the Bankruptcy Court in substantially the form attached hereto as **Exhibit B**.

“Break-Up Fee” shall have the meaning set forth in Section 11.2(c).

“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’s Employment Conditions” has the meaning set forth in Section 8.6(a)(ii).

“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 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, temporary cessations of production (including the shutting-in of any Well) in the ordinary course of business, 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.

“Committee” means the official committee of unsecured creditors appointed in the Bankruptcy Case pursuant to section 1102(a) of the Bankruptcy Code.

“Contract” means any agreement, contract, obligation, promise or undertaking (in each case, whether written or oral), other than a Lease, that is legally binding and relates to the San Juan Basin Package assets or Assumed Liabilities.

“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 Costs” has the meaning set forth in Section 5.23.

“Defensible Title” means that title which, as of the Effective Date and the Closing 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 each 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, 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, its successors or assigns, (ii) that also results in the Net Revenue Interest associated with the Well proportionately increased, 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; and (c) as to all Assets, is free and clear of all Encumbrances.

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

“Effective Date” means 12:01 a.m. on July 1, 2016.

“Employee” means any current or former employee of Seller as of the Closing.

“Encumbrance” means any charge, lien, claim, mortgage, lease, sublease, hypothecation, deed of trust, pledge, security interest, option, right of use or possession, right of first offer or first refusal, easement, servitude, restrictive covenant, encroachment, encumbrance, third party interest, voting trust or agreement, transfer restriction under any shareholder or other agreement, or other restriction or limitation of any kind.

“Environmental Laws” means all Legal Requirements pertaining to pollution or the protection of the environment, including those pertaining to (a) the use, generation, 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 as 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).

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

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” has the meaning set forth in Section 5.17.

“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 (other than title opinions), (c) Seller’s and the Transferring Subsidiaries’ 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, (h) privileged information and (i) any other files or records to the extent relating to any of Seller’s assets other than the San Juan Basin Package assets or Assumed Liabilities.

“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 Section 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 legal expenses) related to negotiating this Agreement and investigating Seller and the Assets in the aggregate up to a maximum amount of one percent (1%) 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 Section 11.

“Expiration Date” has the meaning set forth in Section 12.2.

“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 8.13.

“Good Position” means, for each applicable New Employee, a position with Buyer which (a) does not provide for a material diminution in such employee’s annual base rate of pay (as Seller has advised Buyer in writing no later than five (5) days after the Execution Date) was in effect immediately prior to such Employee’s receipt of notice of termination of his or her employment from Seller, (b) does not require relocation of such Employee’s primary place of

employment to a location that is more than 50 miles away from the Employee's primary place of employment (as identified by Seller to Buyer in writing no later than five (5) days after the Execution Date) as of the date of such Employee's receipt of notice of termination of his or her employment from Seller, (c) provides benefits consistent with those otherwise provided by Buyer to its similarly situated non-executive employees, including enrollment in Buyer's employee benefit plans (as defined in section 3(3) of ERISA) and for which such Employees shall receive vacation and sick leave benefits consistent with Buyer's similarly situated non-executive employees, (d) reimburses Employee for COBRA premiums actually incurred by Employee for the 90-day waiting period commencing with the first day of Employee's employment with Buyer and ending on the date when Employee is eligible to participate in Buyer's health insurance plan, and (e) subject to satisfaction of Buyer's Employment Conditions as set forth in Section 8.6(a), either (i) continues for at least three (3) months after Closing or (ii) provides for severance benefits equivalent or better than those provided by Seller to such New Employee.

"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.

"Governmental Transfer Documents" means applications and any other documents to be submitted to any and all applicable Governmental Authorities, including without limitation the BIA and the State of Colorado, seeking approval of the Transaction or any portion thereof, including without limitation, transfer of the Assigned Leases and Interests, the Assigned Contracts, or any other Asset.

"Hard Consent" has the meaning set forth in Section 2.6.

"Hazardous Substance" means any Pollutant and any "contaminant," "hazardous waste," "hazardous material", "hazardous substance", or other toxic substance under any Environmental Laws.

"Hydrocarbons" means oil, gas, minerals, and other gaseous and liquid hydrocarbons, or any combination of the foregoing, 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, 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.

"Indemnification Claim" has the meaning set forth in Section 12.4(a).

“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 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)(xiii).

“Knowledge” means, with respect to any matter in question, (a) in the case of Seller, the actual knowledge (without any duty of inquiry) 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.

“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)(xii), which the Parties agree shall be updated no later than three (3) Business Days prior to the Closing Date.

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

“Legal Requirement” means any federal, state, provincial, local, municipal, foreign, international, multinational, or other administrative Order, constitution, law, ordinance, principle of common law, regulation, rule, code, statute or treaty, promulgated by any Governmental Authority now or hereafter in effect, and in each case as amended or supplemented from time to time, and any applicable administrative or judicial interpretation thereof.

“Liabilities” means any and all claims, “Claims” (as defined in Section 101(5) of the Bankruptcy Code), 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, or would be reasonably likely to have, a material adverse effect on the Assets (excluding the Excluded Assets and the Excluded Liabilities), taken as a whole, but excluding (a) any change or effect to the extent that it results from or arises out of (i) the commencement or pendency of the Bankruptcy Case; (ii) the execution and delivery of this

Agreement or the announcement or pendency thereof or consummation of the transactions contemplated hereby; or (iii) 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, financial or commodities markets in any country or region, but in each instance only if Seller is not disproportionately impacted compared to other entities in the same industries and markets; (c) any outbreak or escalation of hostilities or war or any act of terrorism, but only if Seller is not disproportionately impacted compared to similarly situated entities; (d) 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; (e) any Order of the Bankruptcy Court; and (f) any of the matters disclosed on any Exhibit or Disclosure Schedule to this Agreement or in any Seller SEC Documents.

“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 Two Hundred Thousand Dollars (\$200,000) net to the interest of Seller (and/or the Transferring Subsidiaries) during the current or any subsequent 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 Contract (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, by its express terms, obligate Buyer 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 providing 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 that 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 whereby Seller or any Transferring Subsidiary is the Operator thereunder, and any other Assigned Contract constituting a joint or unit operating agreement to which Seller or any Subsidiary is a party and which is in Seller’s possession or under Seller’s control, provided that in any event all

material joint or unit operating agreements, regardless of whether Seller or any Subsidiary is the Operator, must be reflected on a Disclosure Schedule hereto; and (h) any Contract that constitutes a partnership agreement.

“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 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)(v).

“Net Revenue Interest” means, for any Well, 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).

“New Employees” has the meaning set forth in Section 8.6(a).

“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)(iv).

“Party” or “Parties” means, individually or collectively, Buyer and Seller.

“Party Affiliate” has the meaning set forth in Section 13.13.

“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(d).

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

“Permitted Encumbrances” means any of the following: (a) liens or other Encumbrances for Taxes that are not yet due and payable; (b) plugging and surface restoration obligations; (c) all rights to consent 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 (for clarification, this clause (d) shall not excuse Seller from complying with its obligations to execute the Governmental Transfer Documents); (e) third party preferential rights to take Hydrocarbon production under any Assigned Contracts; (f) the terms and conditions of the Assigned Leases and Interests, including any depth limitations, Pugh clauses or similar limitations that may be set forth therein; (g) mortgages on the lessor’s interest under an Assigned Lease and Interest; provided that Buyer shall have no obligation on any loans secured by such mortgages; (h) subject to Section 8.11, Preferential Purchase Rights; (i) such other Encumbrances, if any, as Buyer may have agreed to accept in writing; (j) the terms and conditions of all Assigned Contracts, but only to the extent that they do not, individually or in the aggregate, (1) 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 (2) adversely affect the ownership and/or operation of the affected Assets (as currently used or owned) in any material respect; (k) the terms and conditions of all Surface Rights, but only to the extent that they do not, individually or in the aggregate, interfere in any material respect with the use or operation of the Assets (as currently used or operated) burdened thereby; (l) any rights, obligations, or duties reserved to or vested in any Governmental Authority to regulate any Asset in any manner including all applicable Legal Requirements; (m) royalties, overriding royalties, production payments, net profits interests, reversionary 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; (n) defects or irregularities of title (1) 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, (2) consisting of the failure to recite marital status, (3) resulting from a failure to record releases of liens, production payments or mortgages that have expired by their own terms, or (4) arising out of prior oil and gas leases that by their terms and on their face, expired more than ten (10) years prior to the Effective Date and which have not been released of record; (o) 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; (p) Imbalances, to the extent reflected on the Disclosure Schedules hereto; (q) liens, obligations, defects, irregularities, or other Encumbrances affecting the Assets that would be waived by an ordinary prudent operator or company experienced in the acquisition or divestiture of producing properties; (r) liens, obligations, defects, irregularities, or other Encumbrances affecting the Assets that would be waived by an ordinary prudent operator or company experienced in the acquisition or divestiture of producing properties in the region in which the Assets are located; (s) 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 (1) 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, or (2) such right arises 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**; and (t) any Encumbrances that will be released, barred or otherwise invalidated by the Sale Order.

"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.

"Petition Date" means September 16, 2015.

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

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

“Potential Bidders” has the meaning set forth in Section 7.6.

“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 8.12, 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)(xi).

“Reimbursing Party” has the meaning set forth in Section 8.1(d).

“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 substantially the form attached hereto as Exhibit H, with such changes thereto as are reasonably acceptable to Buyer and Seller, which Sale Order shall be filed by Seller with the Bankruptcy Court no later than ten (10) days prior to the hearing on the Sale Motion.

“San Juan Basin” means the area located in northwest New Mexico and southwest Colorado.

“San Juan Basin Package” means the assets of Seller included in the San Juan Basin Package as presented to potential bidders pursuant to the San Juan Management Presentation dated June 2016 prepared by PJT Partners on behalf of Seller, including those assets located in the San Juan Basin.

“SEC” means the United States Securities and Exchange Commission.

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

“Seller Credit Obligations” has the meaning in Section 8.4(c).

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

“Seller Indemnified Parties” has the meaning set forth in Section 12.3(a).

“Seller SEC Documents” means all of the reports and forms (including exhibits and information incorporated therein) filed with the SEC by Seller within the twelve (12) months immediately preceding the Execution Date.

“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.

“Superior Proposal” means any bona fide proposal or offer to or from a Person other than Buyer or its Representatives with respect to (i) any plan of reorganization or liquidation, proposal, offer, dissolution, winding up, liquidation, reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets or equity interests or restructuring involving Seller or any of its (or any Transferring Subsidiary’s) material assets, properties or businesses, or (ii) any other direct or indirect acquisition involving Seller and/or one or more of its Transferring Subsidiaries or any of their material assets, properties or businesses, that, in each case, the board of directors of Seller has determined in good faith, after consultation with its outside financial advisors and outside legal counsel, would, if consummated, result in a transaction superior to Seller than the transactions contemplated hereunder, taking into account all terms thereof, including (x) the likelihood and timing of consummation (as compared to the transactions contemplated hereunder) and (y) all material legal, financial (including the financing terms of any such proposal), conditionality, regulatory and other aspects of such proposal.

“Surface Rights” means all surface leases, subsurface leases, rights-of-way, licenses, easements, access agreements, 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 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.

“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).

“Transferring Subsidiaries” does not refer to any Person, it being understood that there are no Transferring Subsidiaries related to the transactions contemplated by 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 or the Transferring Subsidiaries, either individually or as applicable 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. 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 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, unless such Legal Requirement is later amended with retroactive effect, in which event the reference to such Legal Requirement means such Legal Requirement as amended.

(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 draftsman 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 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 Liabilities (other than Assumed Liabilities), Encumbrances (other than Permitted Encumbrances), and Excluded Liabilities.

(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 of Seller and the Transferring Subsidiaries in the San Juan Basin Package, including those 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 (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 (collectively, the “Assigned Leases and Interests”);

(ii) all of the oil, gas, water, disposal, observation, injection or other 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 above 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 equipment, machinery, fixtures, and other tangible personal property and improvements necessary to ensure the continued operation of each producing unit, located on, primarily used or held for use, or otherwise obtained in connection with the ownership or operation of the Properties, including without limitation tanks, boilers, plants, injection facilities, saltwater disposal facilities, compressors and other compression facilities (whether installed or not), LACT units and associated infrastructure, 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 (collectively, the “Equipment”);

(v) all vehicles, office leases, field offices, storage yards, and data and software described on Schedule 2.1(b)(v), including without limitation all real property, buildings, structures and other improvements and all fixtures and appurtenances thereto, owned or leased by Seller (or any Subsidiary) in or around Bayfield, Colorado (collectively, the “Miscellaneous Corporate Property”);

(vi) 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;

(vii) 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, 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”);

(viii) all Contracts (other than the Excluded Contracts), including sales and purchase contracts, operating agreements, exploration agreements, development agreements, seismic licenses, balancing agreements, farmout agreements, service agreements, transportation, processing, treatment and gathering agreements, equipment leases and other contracts, agreements and instruments, including the Contracts described on **Exhibit E** attached hereto, in each case, insofar as they relate to any Asset (collectively, the “Assigned Contracts”);

(ix) all Surface Rights;

(x) except solely as they relate to the Excluded Assets and the Excluded Liabilities, all claims, refunds, abatements, 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;

(xi) all information, books, databases, files, records and data (other than the Excluded Records), whether in written or electronic format, relating 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 has 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;

(xii) 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;

(xiii) that certain intellectual property being more particularly described on Schedule 2.1(b)(xiii);

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

(xv) Avoidance Actions against parties to the Assigned Contracts.

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;
- (c) Intentionally Omitted;
- (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) Excluded Leases and Interests as identified on Schedule 2.2(g), if any;
- (h) all Excluded Contracts as identified on Schedule 2.2(h), if any;
- (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 income Taxes of Seller or any Transferring Subsidiary, or to which Seller or any Transferring Subsidiary is otherwise entitled hereunder;
- (j) subject to Section 8.8(b), all insurance policies and rights to proceeds thereof;
- (k) all Permits and pending applications therefor to the extent related to any other Excluded Asset or the Excluded Liabilities;
- (l) all Intellectual Property;
- (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, abatements, 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, except those purchased pursuant to Section 2.1(xv);

(q) all Benefit Plans; and

(r) any rights, claims or causes of action of Seller or any Transferring Subsidiary under this Agreement or any other Transaction Document.

2.3 Assumed Liabilities.

Upon the terms and subject to the conditions of this Agreement and the Sale Order, at Closing, 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 or otherwise satisfy, when due (in accordance with their respective terms and subject to the respective conditions thereof), the following Liabilities (collectively, the "Assumed Liabilities"):

(a) Assigned Contracts. All of the Seller's and the Transferring Subsidiaries' Liabilities under the Assigned Contracts to the extent arising after the Effective Date.

(b) Properties. Except for those Liabilities identified as Excluded Liabilities in Section 2.4(a) through (h), inclusive: (i) all of Seller's and the Transferring Subsidiaries' plugging and abandonment obligations relating to the Properties and all other Liabilities under Environmental Laws, whether arising prior to, at or after the Effective Date, and (ii) all of Seller's and the Transferring Subsidiaries' other Liabilities arising under the Properties, to the extent such Liabilities arise after the Effective Date;

(c) Cure Costs. Intentionally omitted.

(d) Suspense Funds. Subject to the adjustment to the Purchase Price as provided in Section 8.12(b)(ii), obligations of Seller and the Transferring Subsidiaries with respect to the Suspense Funds, together with any escheatment obligations related thereto, associated with Assets.

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

(f) Transfer Taxes. All Transfer Taxes.

(g) Other Assets. To the extent not already described in 2.3(a) through (h) above, all Liabilities arising from, related to or associated with the Assets, to the extent arising 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.

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, discharge or

otherwise satisfy any Liability of Seller and the Transferring Subsidiaries, and Seller and the Transferring Subsidiaries shall be solely and exclusively liable with respect to all Liabilities of Seller and the Transferring Subsidiaries, other than the Assumed Liabilities (such Liabilities other than Assumed Liabilities, collectively, the “Excluded Liabilities”). 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:

(a) all indebtedness of Seller and the Transferring Subsidiaries, including without limitation indebtedness for borrowed money;

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

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

(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) all Liabilities arising from or relating to any layoffs or termination of Employees by Seller at or prior to Closing, including without limitation all accrued and unpaid vacation, sick or other leave, payroll taxes, related expenses, or any other Liabilities to Employees, and all Liabilities, if any, arising from any Legal Requirements of Seller in connection with the termination of Employees, including without limitation notice and other obligations under the WARN Act;

(j) all Liabilities with respect to Employees and Benefit Plans; and

(k) all Liabilities that are not Assumed Liabilities.

2.5 Cure Costs. Intentionally omitted.

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, including consents of the BIA relating to Tribal leases) (a) has not been obtained, satisfied or waived by Buyer, or (b) is no longer applicable to the transactions contemplated hereby by reason of any Bankruptcy Court Order, and further, failure to obtain such third party consent or waiver may result in termination of a Lease or would cause a Lease to be void or voidable, in each case after giving effect to the Sale Order (each such third party consent, a “Hard Consent”), the Properties affected by such Hard Consent shall be held back

from the Assets conveyed at Closing without reduction to the Base Purchase Price. 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. 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 Buyer'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 Buyer'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 Consents for Assigned Contracts; Further Assurances.

The Parties agree:

(a) that for all purposes of this Agreement (including Seller's representations and warranties as set forth in this Agreement), Seller shall be deemed to have obtained all required consents in respect of the assumption and assignment of any Assigned Contract if, and to the extent that, (i) Seller has properly served under the Bankruptcy Code notice of assumption and assignment on the counterparty to such Assigned Contract, (ii) any objections to assumption and assignment filed by such counterparty have been withdrawn or overruled (including pursuant to the Sale Order or other Order of the Bankruptcy Court), and (iii) pursuant to the Sale Order, Seller is authorized to assume and assign such Assigned Contracts to Buyer pursuant to Section 365 of the Bankruptcy Code and any applicable Cure Costs have been satisfied by Buyer or Seller as provided in this Agreement. Seller shall, as part of the Sale Motion, seek the assumption and assignment to Buyer of the Assigned Leases and Interests and the Assigned Contracts.

(b) to (i) furnish upon request to each other such further information, (ii) execute, acknowledge and deliver to each other such other documents and (iii) 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(b) 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 FIFTEEN MILLION, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$115,500,000); and
- (b) the assumption of the Assumed Liabilities.

Notwithstanding the foregoing or anything to the contrary in this Agreement, (i) the Base Purchase Price shall be adjusted as provided in Sections 8.12 through 8.14 hereof (as adjusted, the "Purchase Price") and (ii) the cash components of the Purchase Price shall be delivered by Buyer subject to the provisions set forth in Section 4.2.

3.2 Deposit.

No later than three (3) Business Days following the Execution Date, Buyer shall deposit with 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 FIVE MILLION, SEVEN HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$5,775,000) (the "Deposit"). The Deposit shall not be subject to any lien, attachment, trustee process, or any other judicial process of any creditor of Seller or Buyer. If Closing occurs, 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 terminated by Seller prior to Closing pursuant to Section 11.1(c)(i), or the conditions to the obligations of Buyer to consummate the Closing set forth in Article 9 shall have been satisfied by Seller or waived by Buyer, but Buyer shall have failed to perform its obligations under Section 4.3 after notice thereof by Seller in accordance with Section 11.1(c)(i), then the Deposit shall be released by Escrow Agent to Seller to be retained by Seller as liquidated damages (and not a penalty). In all other circumstances (including if Buyer is not the Successful Bidder, or if the Bankruptcy Court does not approve the Sale Order or Bidding Procedures Order), if this Agreement is terminated prior to Closing for any other reason, then the Parties shall cause the Escrow Agent to release the Deposit to Buyer within two (2) Business Days of such termination.

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 10:00 a.m. Central time, either by electronic exchange of documents with originals of recordable documents to be provided by FedEx (or other national overnight courier) or, if

either Party so desires, 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) the cash components of the Purchase Price, less the Deposit, 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 Constitution, adopted by the Southern Ute Indian Tribe and approved November 4, 1936, as amended October 1, 1975 and August 27, 1991;

(d) a resolution of the Tribal Council of the Southern Ute Indian Tribe, evidencing Buyer's authority to consummate the transactions contemplated hereunder;

(e) a certificate of the recording secretary of Buyer or similar representative of the Tribe, dated the Closing Date, in form and substance reasonably satisfactory to Seller, certifying (i) that there have been no amendments to the Constitution of Buyer since the date of delivery pursuant to Section 4.3(c) and that the Tribe continues to be a federally recognized Indian tribe as of the Closing Date, (ii) that Buyer is authorized to execute and perform its obligations under the Transaction Documents to which Buyer is a party; and (iii) to the incumbency and signatures of the Chief Operating Officer or other authorized representative of Buyer executing the Transaction Documents;

(f) 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;

(g) the certificates of Buyer to be received by Seller pursuant to Sections 10.1 and 10.3;

(h) a counterpart of the Preliminary Settlement Statement executed by Buyer;

(i) 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; and

(j) 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.

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, change of operator forms as required under the applicable operating agreements in form and substance reasonably acceptable to both Buyer and Seller, and any other forms and declarations required by federal and state agencies relating to Buyer's assumption of operations and plugging and abandonment Liabilities with respect to the Assets), duly executed (and acknowledged, where applicable) by Seller and the applicable Transferring Subsidiaries;

(b) special warranty deeds conveying the real property, improvements and fixtures and all appurtenances thereto, included in the Miscellaneous Corporate Property, duly executed (and acknowledged, where applicable) by Seller and the applicable Transferring Subsidiaries;

(c) the Assumption Agreement, duly executed by Seller;

(d) a certified copy of the Sale Order and case docket reflecting that the Sale Order is in effect and has not been stayed;

(e) the certificates of Seller to be received by Buyer pursuant to Sections 9.1 and 9.2;

(f) a non-foreign affidavit 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 Seller is not a "foreign person" as defined therein;

(g) a counterpart of the Preliminary Settlement Statement executed by Seller; and

(h) such 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 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 or any Seller SEC Documents, Seller, on behalf of itself and each of the Transferring Subsidiaries, 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, reasonably be expected to be material to the Assets and Assumed Liabilities, taken as a whole, or impair, prevent, or materially delay the ability of Seller and Transferring Subsidiaries to consummate the Closing.

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, 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 or such Transferring Subsidiary 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 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. 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 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 be material to the Assets and Assumed Liabilities, taken as a whole, or impair, prevent, or materially delay the ability of Seller and Transferring Subsidiaries to consummate the Closing.

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 for such failures to be so qualified or licensed or in good standing as would not, individually or in the aggregate, reasonably be expected to be material to the Assets and Assumed Liabilities, taken as a whole, or impair, prevent, or materially delay the ability of Seller and Transferring Subsidiaries to consummate the Closing.

5.4 Material Assigned Contracts.

(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 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 and (ii) as would not, individually or in the aggregate, reasonably be expected to be material to the Assets and Assumed Liabilities, taken as a whole, and (c) except as related to or arising out of or as a result of the Bankruptcy Case and subject to the entry of the Sale Order and the assumption by Seller of the same in accordance with applicable Legal Requirements (including the satisfaction of any applicable Cure Costs), 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.

Except as set forth on Disclosure Schedule 5.5, as of the Execution Date, (a) Seller has not received written notice of default under any Permit and (b) no violations exist in respect of such Permits, except as would not, individually or in the aggregate, reasonably be expected to be material to the Assets and Assumed Liabilities, taken as a whole, or impair, prevent, or materially delay the ability of Seller and Transferring Subsidiaries to consummate the Closing.

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 (other than any water well constituting a Well) (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 (or are not in the process of being) plugged and abandoned.

5.7 Imbalances.

All material 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, correct and complete as of the date set forth therein, of all material 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 Subsidiary’s 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) or of which Seller otherwise has Knowledge.

5.9 Non-Consent Operations.

Except as disclosed on Disclosure Schedule 5.9, no operations are being conducted or have been conducted on the Properties with respect to which Seller or a Transferring Subsidiary has elected to be a non-consenting party under the applicable operating agreement and with respect to which all of Seller’s or such Transferring Subsidiary’s rights have not yet reverted to it.

5.10 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.

5.11 Preferential Purchase Rights.

Disclosure Schedule 5.11 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.

5.12 Suspense Funds.

Disclosure Schedule 5.12 sets forth a list, true, complete and correct as of the date set forth therein, of all Suspense Funds and the name or names of the parties to whom such funds are owed, together with information in reasonable detail regarding the Wells to which such Suspense Funds are attributable.

5.13 Intellectual Property.

To Seller’s Knowledge, except as set forth on Schedule 2.1(b)(xiii), 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.

5.14 Taxes.

Seller has filed all material Tax Returns required to be filed, and has paid all Taxes shown on any such Tax Return as owing. Except as set forth on Disclosure Schedule 5.14 and as would not result in an Assumed Liability, no examination of any such Tax Return of Seller is currently in progress by any Governmental Authority. Seller has no Knowledge that

any examination has been scheduled or threatened, or of any facts or circumstances which would suggest to a reasonable person that an examination is otherwise likely to occur.

5.15 Legal Proceedings.

Except for the Bankruptcy Case and any adversary proceedings or contested matters commenced in connection therewith (each of which Seller has disclosed and will continue to promptly disclose in writing to Buyer), or as set forth on Disclosure Schedule 5.15A (Excluded Litigation) or Disclosure Schedule 5.15B (Assumed Litigation), there is no Proceeding, appeal or Order pending, outstanding or, to Seller's Knowledge, threatened, that seeks to appeal, stay, restrain or prohibit or otherwise challenge the consummation, legality or validity of the transactions contemplated hereby, the Sale Motion or the Sale Order, that would, individually or in the aggregate, reasonably be expected to be material to the Assets and Assumed Liabilities, taken as a whole, or impair, prevent, or materially delay the ability of Seller and Transferring Subsidiaries to consummate the Closing.

5.16 Labor Matters.

With respect to the Applicable Employees of Seller and its Subsidiaries, (a) there are no collective bargaining agreements or collective bargaining relationships to which Seller or its Subsidiaries are a party, (b) there is no pending or, to Seller's Knowledge, threatened, strike, slowdown, picketing or work stoppage, and no such dispute has occurred within the past five (5) years, (c) to Seller's Knowledge, there is no pending application for certification of a collective bargaining agent filed with any Governmental Authority and no such filing is threatened and (d) to Seller's Knowledge, no union organizing activities are underway or threatened and no such activities have occurred in the past five (5) years.

5.17 Employee Benefits.

Disclosure Schedule 5.17 sets forth a true and complete list in all material respects of each (a) deferred compensation plan, (b) incentive compensation plan, (c) equity compensation plan, (d) "welfare" plan, fund or program (within the meaning of Section 3(1) of ERISA), (e) "pension" plan, fund or program (within the meaning of Section 3(2) of ERISA), (f) "employee benefit plan" (within the meaning of Section 3(3) of ERISA), (g) employment (other than offer letters entered into in the ordinary course of business), termination, severance or "change in control" agreement, and (h) other employee benefit plan, fund, program, agreement or arrangement, in each case, that is sponsored, maintained or contributed to or required to be contributed to by Seller or any of the Transferring Subsidiaries or by any trade or business, whether or not incorporated, that together with Seller would be deemed a "single employer" within the meaning of Section 4001(b) of ERISA (an "ERISA Affiliate"), or to which Seller or any ERISA Affiliate (including for this purpose any of the Transferring Subsidiaries) is a party, in each case, for the benefit of any Applicable Employee (each such plan, whether or not material, is referred to herein as a "Benefit Plan").

5.18 No Take-or-Pay Obligations.

Except as set forth on Disclosure Schedule 5.18, Seller is not obligated by virtue of any material 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.

5.19 Payments.

Except as set forth on Disclosure Schedule 5.19, and excluding the Suspense Funds, all material 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.

5.20 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 applicable 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, and neither Seller nor any Transferring Subsidiary is aware of any failure to comply, or of the Assets to comply, with applicable Environmental Laws;

(c) Neither Seller nor any 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 neither Seller nor any Transferring Subsidiary is aware of any such potential liability; 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 or such Transferring Subsidiary's operation of the Properties or the Equipment at the Properties.

5.21 Title Matters.

Seller and the Transferring Subsidiaries have, as of the Execution Date (and will have at Closing), and Seller and the Transferring Subsidiaries shall convey to Buyer at Closing, Defensible Title to the Assets against all Persons.

5.22 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, except to the extent that such fees, commissions and other similar payments constitute Assumed Liabilities.

5.23 Cure Costs.

There are no cure, reinstatement or similar costs or expenses relating to the assignment and assumption of the Assigned Contracts or Assigned Leases and Interests

(collectively, “Cure Costs”) to which Seller or any Transferring Subsidiary is a party and which are included in the Assets.

5.24 Materiality 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 “Except as would not, individually or in the aggregate, reasonably be expected to be material to the Assets and Assumed Liabilities, taken as a whole, or impair, prevent, or materially delay the ability of Seller and Transferring Subsidiaries to consummate the Closing.”

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

6.1 Organization and Good Standing.

Buyer is a federally recognized Indian tribe. 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. To the extent so required, 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 action of the Southern Ute Indian Tribal Council, which is the governing body for Buyer. 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 Constitution 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 to pay, perform, discharge or otherwise satisfy as and when due the Assumed Liabilities. Buyer's ability to consummate the transactions 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, reasonably be expected to 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 or any of its Affiliates.

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 transactions 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, 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 to Seller's employees, properties, books, Contracts and Records, including but not limited to books and records (other than Excluded Records) and, to the extent possible through Seller's use of reasonable best efforts, to Seller's customers and vendors. During such period, Seller shall use commercially reasonable, good faith efforts to furnish promptly to Buyer all information concerning the Assets as may reasonably be requested; *provided, however*, such access shall not unreasonably interfere with Seller's ordinary conduct of business or the operation of the Assets, and at all times during such access and to the extent desired by Seller, 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 transactions contemplated by this Agreement, and such information shall be kept confidential by Buyer in accordance with, and Buyer 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 A 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 OR WILLFUL MISCONDUCT OF ANY MEMBER OF THE SELLER GROUP.**

7.2 Operations Prior to the Closing Date.

Seller covenants and agrees that after the Execution Date and prior to the Closing, 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 and disclosed to Buyer in writing, 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:

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

(ii) maintain insurance on and in connection with the Assets as would a reasonably prudent operator in the ordinary course of business;

(iii) 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 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, 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 and obtain Buyer's approval prior to withholding such payment;

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

(v) maintain the personal property comprising any part of the Assets operated by Seller in at least as good a condition as it is on the date hereof, subject to ordinary wear and tear; and

(vi) use commercially reasonable efforts, taking into account Seller's status as debtor in possession, to retain Seller's Employees who are in good standing and are necessary to operate the Assets as they are currently being operated.

(b) Seller shall not:

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

(ii) other than as disclosed on Disclosure Schedule 5.8, 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, except for emergency operations taken in the face of risk to life, injury, property or the environment, operations scheduled under the AFEs, or operations required by any Governmental Authority (including with respect to plugging and abandonment obligations);

(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) grant to any New Employee any increase in compensation except in the ordinary course of Seller's business and consistent with past practice; or

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

7.3 Reasonable Best Efforts.

(a) Seller, on the one hand, and Buyer, on the other hand, shall use reasonable best 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 reasonable best 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 any other approvals, consents, licenses, permits, waivers or other authorizations necessary for Closing 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; *provided* that anything in this Agreement or otherwise to the contrary notwithstanding, Buyer shall not be required to agree to the sale, divestiture or disposition of any of the assets or businesses of Buyer or any of its Subsidiaries for any reason, including without limitation 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, and (iii) the execution or delivery of any additional instruments consistent with the terms of this Agreement as are necessary to consummate the transactions contemplated hereby and to fully carry out the purposes of this Agreement. Additionally, (1) 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 and (2) Seller reasonably shall cooperate with Buyer, including without limitation making Seller's Employees and Records available to Buyer through the Closing Date upon reasonable advance written notice from Buyer, to assist Buyer in successfully transitioning electronic records from Seller to Buyer in formats workable to Buyer, including Seller's Records for and relating to divisions of interest and expense decks.

(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 steps reasonably 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, *provided* that anything in this Agreement or otherwise to the contrary notwithstanding, Buyer shall not be required to agree to 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 transactions 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 in writing 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. Seller shall promptly defend any motion for reconsideration, or to alter, amend, stay or otherwise challenge the Sale Order or any appeal of the Sale Order, and shall prosecute such defense until the Sale Order is final and not subject to appeal.

(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, Sale 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 Bankruptcy Filings.

From and after the Execution Date and until the Closing Date, Seller shall use commercially reasonable efforts to deliver to Buyer copies of all pleadings, motions, notices, statements, schedules, applications, reports and other papers that relate, in whole or in part, to this Agreement and the transactions contemplated hereby, or to Buyer or its respective agents or representatives, that are to be filed by Seller in the Bankruptcy Case in advance of its filing, in each case, if reasonably practicable under the circumstances before the filing of such papers. Notwithstanding the foregoing, Seller's failure to comply with this Section 7.5 shall not constitute a breach under this Agreement, *provided* that upon discovery of such failure (or the

termination of any emergency circumstance that prompted such failure), Seller shall use commercially reasonable efforts to remedy the failure to comply with this Section 7.5.

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

(a) Until the Auction (if any), Seller shall have the right to amend, modify and/or supplement Exhibit C, Exhibit E, Schedule 2.2(g) and Schedule 2.2(h), in each case, as applicable, in order to reflect (i) any new Contracts or Leases taken by Seller or (ii) the deletion (in accordance with the terms of this Agreement) of any Contracts or Leases from any such Exhibit or Schedule.

(b) Until the Auction (if any), and in any event promptly upon discovery or occurrence, Seller shall amend, modify and/or supplement its Disclosure Schedules with respect to any matters discovered or occurring subsequent to the Execution Date. Such amendments, modifications and/or supplements shall be deemed to have been included in Seller's representations and warranties for all purposes, *provided* that Seller delivers a copy of such amended, modified or supplemented Disclosure Schedules to Buyer promptly upon Seller's discovery or the occurrence leading to such amendment, modification or supplementation.

(c) No later than the close of business on the subsequent Business Day after the Execution Date, the Parties shall have the right to amend, modify and/or supplement the Exhibits and Schedules hereto, in each case, as applicable, in order to correct errors or omissions therein.

7.7 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 (the "Potential Bidders") for the Assets in connection with any Superior Proposal pursuant to the terms of the Bidding Procedures Order.

7.8 Cure Costs.

Intentionally omitted.

7.9 Division Order Title Opinions.

No later than ten (10) Business Days following the Execution Date, Seller shall provide Buyer with access during Seller's reasonable business hours to copies of all Division Order Title Opinions for all Assigned Leases and Interests that are in Seller's possession or under Seller's control and for (and with respect to) which Seller is currently billing and paying.

7.10 Governmental Transfer Documents.

At or prior to Closing, Seller shall deliver to Buyer the Governmental Transfer Documents reasonably requested by Buyer and executed by an appropriate officer of Seller.

7.11 Funding of Purchase Price.

Buyer's ability to consummate the transactions 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. Buyer acknowledges and agrees that there shall be no

conditions precedent to the funding of the full amount of the Purchase Price to be paid at Closing pursuant to Section 3.1(a). Buyer acknowledges and agrees that the consummation of, and receipt of proceeds from, any financing is not a condition to Buyer's obligations hereunder.

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. 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, and Buyer shall be responsible for and shall bear and pay, all Asset Taxes assessed with respect to the Assets for (i) any period after the Effective Date and (ii) the portion of any Straddle Period after the Effective Date. 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 or, in the case of an Asset Tax imposed on a transaction basis, whether the relevant transaction closed on or prior to 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.

(c) 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 or promptly after the Closing. The Parties specifically acknowledge and agree (i) that Buyer's sole responsibilities for Taxes are for those Transfer Taxes and Asset Taxes that are the express responsibility of Buyer pursuant to Section 8.1(a) and Section 8.1(b); (ii) that by assuming responsibility for the actual payment of Asset Taxes pursuant to this Section 8.1(c), Buyer is not the actual obligor for and is not liable for any Asset Taxes paid on behalf of Seller; and (iii) that with regard to any Asset Taxes actually paid by Buyer on behalf of Seller pursuant to this Section 8.1(c), Buyer shall be a Paying Party for purposes of Section 8.1(d) hereof.

(d) 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, all in accordance with the terms of this Section 8.1 (which reimbursement, if requested by Buyer, may apply as a Purchase Price adjustment pursuant to Section 8.11(a)(ii) or Section 8.11(b)(iii), as applicable). 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 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.

(e) From and after the Closing, 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(e) shall be borne by the Party requesting it.

8.2 Allocation of Purchase Price.

The 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 IRS 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 Purchase Price, including any adjustments pursuant to the Agreement to determine the Purchase Price, and shall not take any position for US federal, state and local income tax purposes inconsistent therewith upon examination of any Tax return, in any refund claim, in any tax litigation or investigation, 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. 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.

The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Assets shall be free and clear of any Encumbrances arising out of bulk transfer Legal Requirements. The Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with "bulk sales," "bulk transfers" or similar Legal Requirements in respect of the transactions contemplated by this Agreement or any Transaction Document.

8.4 Payments Received.

Seller and Buyer each agree that after Closing, each will hold in trust and will promptly transfer and deliver to the other when received by it, any cash, checks (with appropriate endorsements, using reasonable efforts not to convert any such checks to cash, so long as such efforts would not cause a check to become stale-dated), or other property that it may receive on or after Closing that belongs to the other Party pursuant to the terms of this Agreement. The recipient will promptly account to the other Party for all such receipts.

8.5 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 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. Notwithstanding the foregoing, Seller shall have no obligation under this Agreement (including, for the avoidance of doubt, pursuant to Section 7.3 or this Section 8.5(a)) to provide any assistance with respect to the preparation of any financial information.

(b) Buyer shall pay, perform or otherwise satisfy the Assumed Liabilities from time to time and as and when 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 8.5(a), Buyer acknowledges that Seller has no duty to maintain any bonds, letters of credit, guarantees, cash deposits and insurance 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 reasonably necessary, the provision by Buyer of a guaranty or letter of credit 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 obtain, or cause to be obtained in the name of Buyer, replacements for all 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 from and after the Effective Date.

8.6 Employee Matters.

(a) New Employees. Buyer shall notify Seller no later than seven (7) Business Days prior to the scheduled Closing Date of those Applicable Employees to whom Buyer intends to offer employment at Closing. Buyer's decision to offer or not offer employment to any of the Applicable Employees shall be in Buyer's sole discretion, provided that Buyer commits to make employment offers of Good Positions at Closing to no fewer than a majority of the Applicable Employees who are employed by Seller on the Closing Date. All employment offers made by Buyer will be conditioned upon (i) the occurrence of the Closing and (ii) each such Applicable Employee's satisfaction of all requirements of Buyer that would apply to any other person to whom Buyer extends an offer of employment, including without limitation (x) satisfactory drug testing; (y) satisfactory background checks; and (z) insurability under Buyer's automobile and related insurance plans (all conditions under clause (ii) hereof, "Buyer's Employment Conditions"). Those Applicable Employees to whom offers are made by Buyer pursuant to this Section 8.6(a) and who accept such offers and commence working for Buyer on the Closing Date are referred to herein as "New Employees." Each Applicable Employee (1) to whom Buyer does not make an offer of employment; (2) who does not accept any offer of employment made by Buyer; (3) does not satisfy Buyer's Employment Conditions; or (4) is not an active employee as of the Closing Date, shall remain Seller's (or its applicable Subsidiary's) sole responsibility and anything in this Agreement or otherwise to the contrary notwithstanding, Buyer shall have no liability to any such Applicable Employees or to Seller in connection with such Applicable Employee. From and after Closing, Buyer shall indemnify each member of the Seller Group and hold them harmless against any Losses that the Seller Group may incur arising solely out of Buyer's direct employment of the New Employees.

(b) Buyer and Seller intend to use the "standard procedure" under Revenue Procedure 2004-34, whereby each of the Buyer and the Seller shall report on Forms W-2 only those wages paid to the New Employees for the portion of the calendar year that such New Employees were employed by the Buyer and Seller, respectively.

8.7 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 an ongoing claim or Proceeding), (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, 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 8.7, such Party shall first give ninety (90) days prior written notice to the other Party and such other Party shall have the right at its 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.

8.8 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 THIS AGREEMENT (INCLUDING WITHOUT LIMITATION SECTION 5.21) AND 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) FREEDOM FROM HIDDEN OR REDHIBITORY DEFECTS OR VICES, (D) ANY INFRINGEMENT BY SELLER OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY, (E) 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 (F) THE ENVIRONMENTAL CONDITION AND OTHER CONDITION OF THE ASSETS AND ANY POTENTIAL LIABILITY ARISING FROM OR RELATED TO THE ASSETS.

(b) WAIVER OF CONSUMER AND OTHER RIGHTS: BUYER WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SPECIFICALLY INCLUDING SECTION 17.41 ET SEQ., VERNON'S TEXAS CODE ANNOTATED, BUSINESS AND COMMERCE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS, OR ANY SIMILAR STATE OR FEDERAL LAW. AFTER AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF ITS OWN SELECTION, BUYER ACKNOWLEDGES THAT THE DISCLAIMERS AND WAIVERS GIVEN IN AND UNDER THIS AGREEMENT SHALL BE CONSIDERED MATERIAL AND INTEGRAL PARTS OF THIS AGREEMENT, WITH CONSIDERATION GIVEN THEREFOR, AND ACKNOWLEDGES THAT ALL DISCLAIMERS AND WAIVERS ARE "CONSPICUOUS" AND, HAVE BEEN BROUGHT TO THE ATTENTION OF BUYER, AND THAT BUYER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL DISCLAIMERS AND WAIVERS.

(c) 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 on the express representations and warranties of Seller contained in this Agreement and in the 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.

(d) 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.

8.9 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.

(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 One Hundred Thousand Dollars (\$100,000). To the extent such proceeds are not committed or applied by Seller prior to the Closing Date in accordance with this Section 8.8(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 8.8(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 or condemnation 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 or condemnation shall be included in the Closing and Buyer shall pay the Allocated Value therefor, subject to any applicable adjustments under this Agreement, and (ii) Buyer's recourse with respect to a condemnation 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. 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, OR MISCONDUCT OF SELLER OR ANY MEMBER OF SELLER GROUP.**

8.10 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. Seller and Buyer shall enter into a subcontract agreement pursuant to which the Parties shall subcontract, without additional charge to Buyer, for the operation of all Wells for which Seller is presently the operator until such time as Buyer is approved as operator for such Wells, the form of which agreement shall be reasonably agreeable to each of Seller and Buyer.

8.11 Preferential Purchase Rights.

(a) Promptly after the Sale Order is entered, Seller shall deliver to each holder of a Preferential Purchase Right a notice that is in material compliance with the contractual provisions applicable thereof and is in form acceptable to Buyer, offering to sell to each such holder the applicable Assets subject to such Preferential Purchase Right in exchange for an amount not less than the Allocated Value of such Asset together with all other amounts required to be paid by each such holder to match Buyer's obligations under this Agreement and the ancillary documents in connection herewith, or, alternatively, seeking such holder's written consent to the assignment of the applicable Assets to Buyer; it being understood and agreed by the Parties that Seller shall not be obligated to make any payments. Seller shall use best commercial efforts to obtain such consents, but shall not be liable if notwithstanding such efforts such consents cannot be obtained.

(b) 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.

(c) 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.

8.12 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 above a custody transfer point on the Effective Date that is credited to the Assets and for which Seller has not been paid, such value to be the current market price or the price paid, less Taxes and gravity adjustments deducted by the purchaser of such oil or other liquid Hydrocarbons; (ii) an amount equal to the aggregate amount of all expenditures 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 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, excluding any amounts owed to Seller or any Transferring Subsidiary that are ninety (90) days or more past due; (iv) all cash call pre-payment amounts set forth on Schedule 8.11(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; and (v) any other amount 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 the 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) proceeds received by Seller pre-Closing from the exercise of any Preferential Purchase Rights; (v) the damages sustained by Buyer as a result of a breach of Seller's representation and warranty set forth in Section 5.23; and (vi) any other amount agreed upon in writing by Buyer and Seller; and

(c) The Base Purchase Price will be adjusted upward or downward, as applicable, by all Imbalances in existence at or arising after the Effective Date but prior to Closing, including (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 a price per Mcf (adjusted by the most recent average 6-month btu content reported to the State of Colorado) of gas for such Wells equal to the S&P Global Platts-EPNG San Juan IF contract price as of the close of trading on the last Business Day immediately preceding the Effective Date; 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).

8.13 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 3.1 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. 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.

8.14 Adjustment Post Closing.

On or before one hundred 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 3.1, 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), and shall make any such adjustments by appropriate payments from Seller to Buyer or from Buyer to Seller. If the Parties fail to agree on final adjustments within such ninety (90) day period, either Party may, within thirty (30) days after the end of such period, submit the disputed items to a 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 either Party or its respective Affiliates within three (3) years of the date hereof. If the Parties are unable to agree upon the designation of a Person or entity as Accounting Referee, then Seller or Buyer, or either of them, may in writing request the Bankruptcy Court to appoint a substitute Accounting Referee and such thirty (30) day period shall be extended until ten (10) Business days after the Bankruptcy Court makes such appointment; *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 8.13 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 (or longer, as provided above) 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. Payment by Buyer or Seller, as applicable, for any outstanding amounts on the Final Settlement Statement shall be made 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). 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 8.11 above, and (ii) deliver any cash, checks with appropriate endorsements (using reasonable best efforts not to convert such checks into cash, so long as such efforts would not cause a check to become stale-dated) 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 by Seller or waiver by Buyer, 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, correct and complete in all material respects (except that those representations and warranties that are qualified as to materiality or Material Adverse Effect or similar expressions shall have been duly performed and complied with 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). 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 use commercially reasonable efforts to 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, *provided* that failure to provide such notice shall not relieve Seller of liability for such breach.

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 transactions contemplated by this Agreement or would be reasonably likely to 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 and Sale Order.

The Bankruptcy Court shall have entered the Bidding Procedures Order and the Sale Order, and the Bidding Procedures Order and the Sale Order each shall be final orders in full force and effect and shall not have been modified, amended, rescinded or vacated in any material respect (other than with Buyer's written approval) and shall not be subject to a motion for reconsideration or to alter or amend or modify or subject to any appeal or to a stay pending appeal.

9.6 Cure of Defaults.

Seller shall be current in its post-petition obligations under all Contracts and Leases designated by Buyer for assumption and assignment.

9.7 No Casualty Loss. No Casualty Losses shall have occurred of which the aggregate damages to the Assets suffering such losses equal more than twenty-five percent (25%) of the Base Purchase Price, with such damages to be capped (solely for purposes of this Section 9.7) at the Allocated Value of such affected Assets.

9.8 Authorizations. All authorizations, consents, orders or approvals of, or declarations or filings with, or expirations of waiting periods imposed by any Governmental Authority, set forth on Schedule 9.8 of the Disclosure Schedules, shall have been filed, occurred or been obtained.

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, correct and complete 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) 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), and Seller

shall have received a certificate of Buyer to such effect signed by a duly authorized officer thereof.

10.2 Sale Order in Effect.

The Bankruptcy Court shall have entered the Sale Order and the Sale Order shall be in full force and effect and shall not have been modified, amended, rescinded or vacated in any material respect (other than as provided in Section 9.5) and shall not be subject to a stay pending appeal.

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 transactions contemplated by this Agreement or would be reasonably likely to 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.

10.6 Authorizations. All authorizations, consents, orders or approvals of, or declarations or filings with, or expirations of waiting periods imposed by any Governmental Authority, set forth on Schedule 9.8 of the Disclosure Schedules, shall have been filed, occurred or been obtained.

ARTICLE 11

TERMINATION

11.1 Termination Events.

Notwithstanding anything herein to the contrary, this Agreement may be terminated at any time prior to the Closing:

- (a) by either Seller or Buyer:
 - (i) if a Governmental Authority issues a final, non-appealable ruling, Order or other Legal Requirement prohibiting the transactions contemplated hereby where such ruling or Order was not requested, encouraged or supported by Seller or Buyer;
 - (ii) if the Bidding Procedures Order has not been entered by September 30, 2016;
 - (iii) by mutual written consent of Seller and Buyer;

(iv) if the Closing has not occurred by the close of business on November 30, 2016 (the “Outside Date”); *provided, however*, that if the Closing has not occurred by such date, but on such date all of the conditions set forth in Article 9 and Article 10 have been satisfied or waived (to the extent such conditions may be waived) by the Party entitled to so waive, other than (A) any approval or consent from a Governmental Authority required for the Closing to occur or (B) the condition set forth in Section 9.1 due to the breach or inaccuracy of Seller’s representations and warranties contained in Section 5.20 or Section 5.21, then the Outside Date shall automatically be extended until thirty (30) days after such date (and thereafter such date shall be deemed to be the “Outside Date” for all purposes hereunder); and *provided, further*, that (1) Buyer shall be permitted to terminate this Agreement pursuant to this Section 11.1(b)(v) 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(b)(v) and Seller has not provided written notice to Buyer that it is ready, willing and able to close the transactions contemplated by this Agreement on or before the date that is five (5) Business Days after the date of such notice from Buyer, and (2) Seller shall be permitted to terminate this Agreement pursuant to this Section 11.1(b)(v) 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(b)(v) and Buyer has not provided written notice to Seller that it is ready, willing and able to close the transactions contemplated by this Agreement on or before the date that is five (5) Business Days after the date of such notice from Seller;

(v) in the event Seller enters into a definitive agreement regarding a Superior Proposal, provided that in such event, Buyer shall be entitled to the payment of the Break-Up Fee and Expense Reimbursement; or

(vi) 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.

(b) 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 in the Bidding Procedures Order or Sale Order, and (A) in the case of any breach by Seller of any of Seller’s agreements, covenants, representations or warranties contained herein other than as set forth in Section 5.20 and Section 5.21, the failure of Seller to cure such breach within ten (10) days after receipt of the Buyer Termination Notice, and (B) in the case of any breach by Seller of Section 5.20 or Section 5.21, the failure of Seller to Cure such breach on or prior to the Outside Date (as may be extended); *provided, however*, that (1) 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, (2) 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 (3) 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 Buyer is not the Successful Bidder or the Backup Bidder at the Auction;

(iii) if the Sale Order has not been entered by the Bankruptcy Court on or before October 31, 2016 at 11:59 p.m. (Eastern), the hearing with respect to approval of the Sale Order shall not have occurred on or before October 31, 2016 at 11:59 p.m. (Eastern), or following the entry of the Sale Order, the Sale Order shall (A) fail to be in full force and effect, (B) have been reversed, (C) have been stayed and such stay shall continue to be in effect for more than fourteen (14) days, or (D) have been modified or amended in any manner adverse to the Buyer without the prior written consent of the Buyer; or

(iv) if Seller withdraws or seeks authority to withdraw the Sale Motion, or announces any stand-alone plan of reorganization or liquidation with respect to the Assets (or supports any such plan filed by any other party), provided that in such event Buyer shall be entitled to payment of the Expense Reimbursement.

(c) 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 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) Seller 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) Seller 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; or

(ii) 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 of a termination of this Agreement (i) by Buyer pursuant to any provision of Section 11.1(b), or (ii) by Buyer or Seller pursuant to Section 11.1(a)(iv), Section 11.1(a)(v), or or Section 11.1(a)(vi) Seller shall pay to Buyer, without duplication, the Expense Reimbursement within two (2) Business Days following

such termination and receipt of applicable invoices from Buyer. The Expense Reimbursement shall be an administrative expense under Section 503 and 507 of the Bankruptcy Code.

(c) In the event of a termination of this Agreement (i) by Buyer pursuant to any provision of Section 11.1(b), or (ii) by Buyer or Seller pursuant to Section 11.1(a)(iv), Section 11.1(a)(v), or Section 11.1 (a)(vi), if Seller executes a definitive agreement with respect to, or consummates, a Superior Proposal within twelve (12) months following such termination (including if the Auction produced a Successful Bidder other than Buyer), Seller shall pay to Buyer, without duplication, a break-up fee of three percent (3%) of the Base Purchase Price (the “Break-Up Fee”) less any Expense Reimbursement that has been paid to Buyer (which Expense Reimbursement shall be paid to Buyer on or before the date that is two (2) business days after entry of the Sale Order) at the time that the Break-Up Fee becomes payable, to be paid on the date that is the earlier of (i) the closing of the Superior Proposal and out of the Seller’s proceeds from the consummation thereof or (ii) twenty (20) days after entry of the Sale Order. The Break-Up Fee and the Expense Reimbursement shall both be administrative expenses under Sections 503 and 507 of the Bankruptcy Code, provided, however, that nothing in this Section 11.2(c) shall be deemed to limit the amount of the Expense Reimbursement and/or the Break-Up Fee in any way, including to the amount of the Seller’s proceeds, if any, from the consummation of a Superior Proposal.

(d) Each Party acknowledges that the agreements contained in this Section 11.2 are an integral part of the transactions contemplated by this Agreement, that without these agreements such Party would not have entered into this Agreement, and that any amounts payable pursuant to this Section 11.2 do not constitute a penalty. To the extent that all amounts, if any, due in respect of the Break-Up Fee and the Expense Reimbursement pursuant to this Section 11.2 have actually been paid by Seller to Buyer, Buyer shall not have any additional recourse against Seller for any obligations or Liabilities relating to or arising from this Agreement. Furthermore, in the event of any breach of this Agreement by Seller, subject to the rights of Buyer pursuant to Section 13.10, the sole and exclusive remedies of Buyer will be, if applicable, to terminate this Agreement pursuant to Section 11.1 and receive, if applicable, any payments payable pursuant to this Section 11.2. Subject to the rights of Buyer pursuant to Section 13.10, in no event will Seller or any member of Seller Group be liable for any monetary damages for any breach of this Agreement, other than any payments payable pursuant to this Section 11.2.

ARTICLE 12

SURVIVAL AND INDEMNIFICATION

12.1 No Survival of Seller’s Representations and Warranties.

The representations and warranties of Seller contained herein and in any certificate or other Transaction Document delivered by Seller pursuant to this Agreement shall terminate upon and not survive the Closing and, except as provided in Section 8.12(b)(v) there shall be no liability thereafter in respect thereof. Each of Seller’s covenants and other agreements contained in this Agreement shall terminate upon the Closing, except that the covenants and agreements of Seller that require or contemplate performance after Closing (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 or in any other Transaction Document, 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 or in any other Transaction Document, 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.

12.2 Survival of Buyer's Representations and Warranties.

The representations and warranties of Buyer contained in Article 6 of this Agreement shall terminate upon and not survive the Closing and there shall be no liability thereafter in respect thereof. Each of Buyer's covenants and other agreements contained in this Agreement shall terminate upon the Closing, except that the covenants and agreements of Buyer that require or contemplate performance after Closing shall survive the Closing until the earlier of (a) performance of such covenants or agreements in accordance with this Agreement or, (b) (i) if time for performance of such covenant or agreement is specified in this Agreement or in any other Transaction Document, sixty (60) days following the expiration of the time period for such performance or (ii) if time for performance of such covenants or agreements is not specified in this Agreement or in any other Transaction Document, the expiration of the applicable statute of limitations with respect to any claim for any failure to perform any such covenants or agreements; *provided* that if a written notice of any claim with respect to any such covenant or agreement is given prior to the expiration thereof then such covenant or agreement shall survive until, but only for purposes of, the resolution of such claim by final, non-appealable judgment or settlement and *provided, further*, that any obligations to indemnify and hold harmless shall not terminate with respect to any Liabilities as to which a Seller Indemnified Party shall have given notice to Buyer in accordance with Section 12.4(a) on or before the Expiration Date.

12.3 Indemnification by Buyer.

(a) Subject to Section 12.2, Buyer hereby agrees to indemnify and hold Seller and each member of the Seller Group (collectively, the "Seller Indemnified Parties") harmless from and against:

(i) any and all Liabilities based upon, attributable to or resulting from the breach of any representation or warranty of Buyer set forth in Article 6 hereof, or any representation or warranty contained in any certificate delivered by or on behalf of Buyer pursuant to this Agreement;

(ii) any and all Liabilities based upon, attributable to or resulting from the breach of any covenant or other agreement on the part of Buyer under this Agreement, *provided* that Buyer's indemnity obligations with respect to any breach of the covenants set forth in Section 8.6(a) hereof shall be limited to the sum of the "Cash Payment" and the "COBRA Premium Payment" that Seller is obligated to pay under Section 2.1 of the Samson Resources Corporation Job Elimination Severance Plan for Non-Officers (as each such term is defined therein); and

(iii) all Assumed Liabilities.

(b) Notwithstanding anything contained herein to the contrary, any Seller Indemnified Party making an Indemnification Claim under Section 12.3 must give notice to the indemnifying Party of any such Indemnification Claim in writing on or prior to the Expiration Date.

12.4 Indemnification Procedures.

(a) In the event that any Actions shall be instituted or that any claim or demand shall be asserted by any Seller Indemnified Party in respect of which payment may be sought under Section 12.3 (an “Indemnification Claim”), the Seller Indemnified Party shall reasonably and promptly cause written notice of the assertion of any Indemnification Claim of which it has knowledge which is covered by this indemnity to be forwarded to the indemnifying Party; *provided* that a Seller Indemnified Party need not wait until an Action has been instituted or demand has been asserted before delivering written notice of an Indemnified Claim to the indemnifying Party. The indemnifying Party shall have the right, at its sole option and expense, to be represented by counsel of its choice, which must be reasonably satisfactory to the Seller Indemnified Party, and to defend against any Indemnification Claim which relates to any Liabilities indemnified against hereunder. If the indemnifying Party elects to defend against any Indemnification Claim which relates to any Liabilities indemnified against hereunder, it shall within thirty (30) days (or sooner, if the nature of the Indemnification Claim so requires) notify the Seller Indemnified Party of its intent to do so, *provided* that the undertaking any of such defense shall not constitute an admission by the indemnifying Party of liability or responsibility for the Indemnification Claim. If the indemnifying Party elects not to defend against, negotiate, settle or otherwise deal with any Indemnification Claim which relates to any Liabilities indemnified against hereunder, the Seller Indemnified Party may defend against, negotiate, settle or otherwise deal with such Indemnification Claim. If the indemnifying Party shall assume the defense of any Indemnification Claim, the Seller Indemnified Party may participate, at his or its own expense, in the defense of such Indemnification Claim; *provided, however*, that such Seller Indemnified Party shall be entitled to participate in any such defense with separate counsel at the reasonable expense of the indemnifying Party if (a) so requested by the indemnifying Party to participate or (b) in the reasonable opinion of counsel to the Seller Indemnified Party a conflict or potential conflict exists between the Seller Indemnified Party and the indemnifying Party that would make such separate representation advisable; and *provided, further*, that the indemnifying Party shall not be required to pay for more than one such counsel for all Seller Indemnified Parties in connection with any Indemnification Claim and that all legal fees incurred shall be reasonable. The Parties agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such Indemnification Claim. Notwithstanding anything in this Section 12.4 to the contrary, neither the indemnifying Party nor any Seller Indemnified Party shall, without the written consent of the other, settle or compromise any Indemnification Claim or permit a default or consent to entry of any judgment unless the claimant and such party provide to such other party an unqualified release from all liability in respect of the Indemnification Claim. If the indemnifying Party makes any payment on any Indemnification Claim, the indemnifying Party shall be subrogated, to the extent of such payment, to all rights and remedies of the Seller Indemnified Party to any insurance benefits or other claims of the Seller Indemnified Party with respect to such Indemnification Claim.

(b) After any final decision, judgment or award shall have been rendered by a Governmental Authority of competent jurisdiction and the expiration of the time in

which to appeal therefrom, or a settlement shall have been consummated, or the Seller Indemnified Party and the indemnifying Party shall have arrived at a mutually binding agreement with respect to an Indemnification Claim hereunder, the Seller Indemnified Party shall promptly forward to the indemnifying Party notice of any sums due and owing by the indemnifying Party pursuant to this Agreement with respect to such matter.

12.5 Calculation of Liabilities.

The amount of any Liabilities for which indemnification is provided under this Article 12 shall be net of any amounts actually recovered by the Seller Indemnified Party under insurance policies with respect to such Liabilities (net of any Tax or expenses incurred in connection with such recovery).

12.6 Tax Treatments of Indemnity Payments.

The Parties agree to treat any indemnity payment made pursuant to this Article 12 as an adjustment to the Base Purchase Price for federal, state, local and foreign income tax purposes. Any indemnity payment under this Article 12 shall be treated as an adjustment to the value of the Asset upon which the underlying Indemnification Claim was based, unless a final determination (which shall include the execution of an agreement such as an IRS Form 906; Closing Agreement; a compromise agreement; or an agreement on IRS Form 870-AD with an IRS Appeals office or any successor forms thereto) with respect to the Seller Indemnified Party causes any such payment not to be treated as an adjustment to the value of the asset for United States federal income tax purposes. The Parties acknowledge and agree that an adjustment to the Base Purchase Price pursuant to this Section 12.6 may necessitate, to the extent required or advisable, that the Parties amend any IRS Form 8594 Asset Acquisition Statement under Code Section 1060 previously prepared pursuant to Section 8.2 hereof.

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 May 9, 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 transactions 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 transactions 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 either Party, only to the extent the name of the non-disclosing Party 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:

Red Willow Production Company
14933 Highway 172
P.O. Box 369
Ignacio, Colorado 81137
Attn: Peter S. Joslin,
Vice President of Business
Development
Phone: (970) 563-5231
E-mail: pjoslin@rwpc.us

with copies (which shall not constitute notice) to:

Maynes, Bradford, Shipps and Sheftel, LLP
835 East Second Avenue, Suite 123
Post Office Box 2717
Durango, Colorado 81301
Attn: Thomas H. Shipps
E-mail: tshipps@mbsslpl.com

Maynes, Bradford, Shipps and Sheftel, LLP
1331 Seventeenth Street, Suite 410
Denver, CO 80202
Attn: Sherri D. Way
E-mail: sway@mbsslpl.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, EXCEPT TO THE EXTENT ANY SELLER INDEMNIFIED PARTY SUFFERS SUCH DAMAGES TO AN UNAFFILIATED THIRD PARTY IN CONNECTION WITH A FINALLY ADJUDICATED THIRD PARTY CLAIM, IN WHICH CASE SUCH DAMAGES SHALL BE RECOVERABLE (TO THE EXTENT RECOVERABLE UNDER ARTICLE 12) WITHOUT GIVING EFFECT TO THIS SECTION 13.4.

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. The terms of this Agreement shall control over any conflicting provision in any other Transaction Document. 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* that Buyer shall have the right to assign this Agreement to an affiliated entity, or to a special purpose entity or affiliate formed for purposes of this acquisition but in so doing, Buyer shall remain liable for its obligations under this Agreement through the Closing Date. Buyer shall provide Seller with a copy of the assignment executed by Buyer and assignee no later than five (5) Business Days prior to Closing. Each and all of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of Buyer and Seller. For purposes of this Agreement, an affiliated entity shall mean a corporation, limited liability company, or other entity controlling, controlled by, or under common control with Buyer.

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.

Except as otherwise provided in this Agreement, 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 if any provision of this Agreement is not performed in accordance with the terms hereof, including if any of the Parties fails to take any action required of it hereunder to consummate the transactions contemplated by this Agreement, and that the Parties shall be entitled to an injunction or injunctions without proof of damages or posting a bond or other security to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Unless otherwise expressly stated in this Agreement, no right or remedy described or provided in this Agreement is intended to be exclusive or to preclude a Party from pursuing other rights and remedies to the extent available under this Agreement, at law or in equity. The right of specific performance and other equitable relief 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 (giving effect to any extensions thereof as provided in Section 11.1(a)(iv)), any Party brings any action to enforce specifically the performance of the terms and provisions hereof by any other Party, the Outside Date (giving effect to any extensions thereof as provided in Section 11.1(a)(iv)) 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 Texas 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 Texas 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 a Texas state court or a federal court sitting in the state of Texas, 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.

Any disclosure made by a party in any Disclosure Schedule with reference to any Section or Schedule of this Agreement shall be deemed to be a disclosure with respect to any other Section or Schedule to which such disclosure may apply to the extent the applicability of such additional disclosure is reasonably apparent on its face, and any disclosure in the Seller SEC Documents or the Disclosure Schedules will be deemed to qualify a representation or warranty to the extent that the relevance of such disclosure to such representation or warranty is reasonably apparent on its face. The information contained in this Agreement, Schedules, Disclosure Schedules, and Exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any Party to any Person of any matter whatsoever, including any violation of Legal Requirements or breach of Contract. 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.

Notwithstanding anything herein to the contrary, except for Buyer’s right to receive the Break-Up Fee and/or Expense Reimbursement as provided in Section 11.2, any and all obligations under this Agreement are subject to the entry of the Sale 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: Sean Woolverton

Name: Sean Woolverton

Title: Executive Vice President & Chief Operating Officer

THE SOUTHERN UTE INDIAN TRIBE

d/b/a RED WILLOW PRODUCTION COMPANY

By: _____

Name: _____

Title: _____

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

THE SOUTHERN UTE INDIAN TRIBE

d/b/a RED WILLOW PRODUCTION COMPANY

By: Albert J. Brown

Name: ALBERT J. BROWN

Title: PRESIDENT & COO RED WILLOW PRODUCTION COMPANY

Exhibit 2

Cure Costs

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
SAMSON RESOURCES COMPANY	BAYLESS RANCHES, LLC	THIRD PARTY INTERRUPTIBLE GAS SVCS DATED: 01/01/2013	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BP AMERICA PRODUCTION COMPANY	GAS GATHERING AGREEMENT DATED: 04/01/2006	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	CATAMOUNT ENERGY PARTNERS, LLC	INTERRUPTIBLE GAS PURCHASE AGREEMENT DATED: 03/01/2015	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	CATAMOUNT ENERGY PARTNERS, LLC	INTERRUPTIBLE GAS PURCHASE AGREEMENT DATED: 04/24/2014	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	CATAMOUNT ENERGY PARTNERS, LLC	WATER GATHERING AND DISPOSAL DATED: 04/24/2014	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	CONOCOPHILLIPS COMPANY	GAS GATHERING AGREEMENT DATED: 07/01/2013	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	CONOCOPHILLIPS COMPANY	GAS GATHERING AGREEMENT DATED: 01/01/2013	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BURLINGTON RESOURCES TRADING	GAS GATHERING AGREEMENT DATED: 06/01/1997	[N/A]	VARIOUS	\$10,594.59
SAMSON RESOURCES COMPANY	ENERVEST OPERATING LLC	THIRD PARTY GAS PURCHASE TERM DATED: 10/28/2011	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	ENERVEST ENERGY	FACILITIES OPERATING AGREEMENT DATED: 04/15/1994	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	ENERVEST OPERATING LLC	THIRD PARTY INTERRUPTIBLE GAS SVCS DATED: 10/01/2007	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	HOCKER CONSTRUCTION, LLP	IRRIGATION GAS AGREEMENT DATED: 09/18/2007	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	MARALEX RESOURCES, INC.	GAS GATHERING AGREEMENT DATED: 01/01/2008	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	MCELVAIN ENERGY, INC.	THIRD PARTY GAS PURCHASE TERM DATED: 07/23/2010	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	MCELVAIN OIL & GAS PROPERTIES	PIPELINE CONNECTION AGREEMENT DATED: 06/01/2006	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	RED CEDAR GATHERING COMPANY	PIPELINE PURCHASE AGREEMENT DATED: 01/27/2014	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	RED CEDAR GATHERING COMPANY	PIPELINE CONNECTION AGREEMENT DATED: 10/06/2011	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	RED CEDAR GATHERING COMPANY	GAS GATHERING AGREEMENT DATED: 05/01/2009	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	RED CEDAR GATHERING COMPANY	PIPELINE CONNECTION AGREEMENT DATED: 07/01/2008	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS V, LTD.	FACILITIES OPERATING AGREEMENT DATED 4/15/1994 (AGMT REF # FACC0811)	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	TRANSCOLORADO GAS TRANSMISSION	GAS INTERRUPTIBLE TRANSPORTATION AGREEMENT DATED: 06/06/2005	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	TRANSWESTERN PIPELINE CO, LLC	GAS FIRM TRANSPORTATION AGREEMENT DATED: 10/28/2009	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	TRANSWESTERN PIPELINE CO, LLC	GAS INTERRUPTIBLE TRANSPORTATION AGREEMENT DATED: 09/25/2006	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	TRANSWESTERN PIPELINE COMPANY	GAS POOLING AGREEMENT DATED: 12/01/2004	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	WILLIAMS FIELD SERVICES CO LLC	GAS GATHERING AGREEMENT DATED: 09/01/2005	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	CATAMOUNT ENERGY PARTNERS, LLC	INTERRUPTIBLE GAS PURCHASE AGREEMENT DATED: 04/01/2016	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM Colorado State Office	Oil and Gas Lease Agreement No. 102094000, MONTROSE, COLORADO - Original Lessee: OVER THE HILL LAND SERVICES, LLC - Original Lessor: USA COC-070106	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM Colorado State Office	Oil and Gas Lease Agreement No. 102109000, MONTROSE, COLORADO - Original Lessee: OVER THE HILL LAND SERVICES, LLC - Original Lessor: USA COC-070107	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM Colorado State Office	Oil and Gas Lease Agreement No. 102113000, MONTROSE, COLORADO - Original Lessee: OVER THE HILL LAND SERVICES, LLC - Original Lessor: USA COC-070108	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM Colorado State Office	Oil and Gas Lease Agreement No. 107211000, MONTROSE, COLORADO - Original Lessee: OVER THE HILL LAND SERVICES, LLC - Original Lessor: USA COC-070473	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM Colorado State Office	Oil and Gas Lease Agreement No. 107226000, MONTROSE, COLORADO - Original Lessee: OVER THE HILL LAND SERVICES, LLC - Original Lessor: USA COC-070464	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM Colorado State Office	Oil and Gas Lease Agreement No. 107231000, MONTROSE, COLORADO - Original Lessee: OVER THE HILL LAND SERVICES, LLC - Original Lessor: USA COC-070463	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM Colorado State Office	Oil and Gas Lease Agreement No. 107259000, MONTROSE, COLORADO - Original Lessee: OVER THE HILL LAND SERVICES, LLC - Original Lessor: USA COC-070460	[N/A]	VARIOUS	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
SAMSON RESOURCES COMPANY	BLM Colorado State Office	Oil and Gas Lease Agreement No. 107260000, MONTROSE, COLORADO - Original Lessee: OVER THE HILL LAND SERVICES, LLC - Original Lessor: USA COC-070462	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM Colorado State Office	Oil and Gas Lease Agreement No. 107261000, MONTROSE, COLORADO - Original Lessee: OVER THE HILL LAND SERVICES, LLC - Original Lessor: USA COC-070475	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM Colorado State Office	Oil and Gas Lease Agreement No. 115063000, MONTROSE, COLORADO - Original Lessee: OVER THE HILL LAND SERVICES, LLC - Original Lessor: USA COC-071795	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM Colorado State Office	Oil and Gas Lease Agreement No. 120727000, SAN MIGUEL, COLORADO - Original Lessee: B/S PRODUCTION CO. - Original Lessor: USA COC-071775	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM Colorado State Office	Oil and Gas Lease Agreement No. 120728000, SAN MIGUEL, COLORADO - Original Lessee: B/S PRODUCTION CO. - Original Lessor: USA COC-071777	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM Colorado State Office	Oil and Gas Lease Agreement No. 120736000, MONTROSE, COLORADO - Original Lessee: B/S PRODUCTION CO. - Original Lessor: USA COC-071781	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM Colorado State Office	Oil and Gas Lease Agreement No. 120801000, MONTROSE, COLORADO - Original Lessee: OVER THE HILL LAND SERVICES LLC - Original Lessor: USA COC-072133	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM Colorado State Office	Oil and Gas Lease Agreement No. 120804000, MONTROSE, COLORADO - Original Lessee: OVER THE HILL LAND SERVICES LLC - Original Lessor: USA COC-072142	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM Colorado State Office	Oil and Gas Lease Agreement No. 120805000, SAN MIGUEL, COLORADO - Original Lessee: OVER THE HILL LAND SERVICES LLC - Original Lessor: USA COC-072139	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM Colorado State Office	Road ROW Agreement No. 128349000, DOLORES, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: USA COC-073940	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 127871000, RIO ARRIBA, NEW MEXICO - Original Lessee: RIVA OIL & GAS LLC - Original Lessor: USA NMNM-123539	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 127875000, RIO ARRIBA, NEW MEXICO - Original Lessee: RIVA OIL & GAS LLC - Original Lessor: USA NMNM-123540	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 144684000, SAN JUAN, NEW MEXICO - Original Lessee: C.S. PAGE, JR. - Original Lessor: USA NMSF-078213	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 144685000, SAN JUAN, NEW MEXICO - Original Lessee: KATHERINE MARTIN - Original Lessor: USA NMSF-078212	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 144686000, SAN JUAN, NEW MEXICO - Original Lessee: JOHN E. WELLS - Original Lessor: USA NMSF-078214	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 144688000, SAN JUAN, NEW MEXICO - Original Lessee: JOHN E. WELLS - Original Lessor: USA NMSF-078214A	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 144689000, SAN JUAN, NEW MEXICO - Original Lessee: JOHN E. WELLS - Original Lessor: USA NMSF-078214B	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 20786000, SAN JUAN, NEW MEXICO - Original Lessee: LORA NICKSON - Original Lessor: USA SF-078431	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 23832000, RIO ARRIBA, NEW MEXICO - Original Lessee: CLARA B. MCCRODEN - Original Lessor: USA NM-02555	[N/A]	VARIOUS	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 23834000, RIO ARRIBA, NEW MEXICO - Original Lessee: CLARA B. MCCRODEN - Original Lessor: USA NM-03779	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 23835000, RIO ARRIBA, NEW MEXICO - Original Lessee: CLARA B. MCCRODEN - Original Lessor: USA SF-079616A	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 23837000, RIO ARRIBA, NEW MEXICO - Original Lessee: JAMES H. GARDNER - Original Lessor: USA SF-081332-B	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 23896000, RIO ARRIBA, NEW MEXICO - Original Lessee: HUMBLE OIL & REFINING COMPANY - Original Lessor: USA NM-03742	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 23897000, RIO ARRIBA, NEW MEXICO - Original Lessee: - Original Lessor: USA NM-03746	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 23901000, RIO ARRIBA, NEW MEXICO - Original Lessee: S - Original Lessor: USA NM-03498-A	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 23902000, RIO ARRIBA, NEW MEXICO - Original Lessee: WALTER T. HURT - Original Lessor: USA NM-03517-A	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 23903000, RIO ARRIBA, NEW MEXICO - Original Lessee: FRED H. REUSCH - Original Lessor: USA NM-03747	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 23905000, RIO ARRIBA, NEW MEXICO - Original Lessee: EUGENE C. CONNER - Original Lessor: USA NM-03754	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 31259000, RIO ARRIBA, NEW MEXICO - Original Lessee: Roger B. Owings - Original Lessor: USA SF-079527-A	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 31269000, RIO ARRIBA, NEW MEXICO - Original Lessee: John E. Miles - Original Lessor: USA SF-079107	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 31279000, SAN JUAN, NEW MEXICO - Original Lessee: Ed W. Owen - Original Lessor: USA SF-078243	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 31310000, SAN JUAN, NEW MEXICO - Original Lessee: George Cuccia, et al - Original Lessor: USA NM-013480	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 31318000, SAN JUAN, NEW MEXICO - Original Lessee: Clinton C. Seymour - Original Lessor: USA SF-079007-A	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 31334000, SAN JUAN, NEW MEXICO - Original Lessee: T. Jack Foster - Original Lessor: USA NM-02901	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 31343000, SAN JUAN, NEW MEXICO - Original Lessee: Madeleine N. Galt - Original Lessor: USA SF-077384	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 31347000, SAN JUAN, NEW MEXICO - Original Lessee: Leigh Taliaferro - Original Lessor: USA SF-078244	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 40041000, SAN JUAN, NEW MEXICO - Original Lessee: J. W. STARR - Original Lessor: USA SF-078962	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM New Mexico State Office	Oil and Gas Lease Agreement No. 5768501A, SANDOVAL, NEW MEXICO - Original Lessee: R.H. LEARY - Original Lessor: USA NM-25601	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM Utah State Office	Oil and Gas Lease Agreement No. 17420000, SAN JUAN, UTAH - Original Lessee: MARIE D. STANLEY - Original Lessor: USA UT-01058	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	BLM Utah State Office	Road ROW Agreement No. 111499000, SAN JUAN, UTAH - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: USA UTU-083490	[N/A]	VARIOUS	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
SAMSON RESOURCES COMPANY	Chickasaw & Choctaw	Oil and Gas Lease Agreement No. 74047000, LA PLATA, COLORADO - Original Lessee: G E RAMSEYER - Original Lessor: BIA 14-20-604-76A	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Jicarilla Apache	Oil and Gas Lease Agreement No. 20783000, RIO ARRIBA, NEW MEXICO - Original Lessee: SOUTHERN UNION GAS C - Original Lessor: BIA-JICARILLA TRIBAL #117	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Jicarilla Apache	Oil and Gas Lease Agreement No. 31260000, RIO ARRIBA, NEW MEXICO - Original Lessee: SOUTHERN UNION GAS C - Original Lessor: BIA-JICARILLA TRIBAL #101	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Jicarilla Tribal #97	Oil and Gas Lease Agreement No. 31263000, RIO ARRIBA, NEW MEXICO - Original Lessee: MAGNOLIA PETROLEUM - Original Lessor: BIA C-97	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Navajo	Oil and Gas Lease Agreement No. 15048001, SAN JUAN, UTAH - Original Lessee: DYCO - Original Lessor: BIA NOO-C-14-20-5297	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Navajo	Oil and Gas Lease Agreement No. 31272000, SAN JUAN, NEW MEXICO - Original Lessee: Sunray Mid-Continent - Original Lessor: BIA 14-20-603-1372	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 101207000, LA PLATA, COLORADO - Original Lessee: UNITED STATES SMELT - Original Lessor: BIA 14-20-151-15	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 113155000, LA PLATA, COLORADO - Original Lessee: GENERAL PETROLEUM CORPORATION - Original Lessor: BIA 14-20-151-4A	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74044000, LA PLATA, COLORADO - Original Lessee: SG INTEREST VII, LTD - Original Lessor: BIA 750-03-2002	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74046000, LA PLATA, COLORADO - Original Lessee: SKELLY OIL COMPANY - Original Lessor: BIA 14-20-151-1	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74053000, LA PLATA, COLORADO - Original Lessee: SG INTEREST V, LTD - Original Lessor: BIA 750-00-1094	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74180000, LA PLATA, COLORADO - Original Lessee: EL PASO NATURAL GAS - Original Lessor: BIA 14-20-151-49	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74181000, LA PLATA, COLORADO - Original Lessee: PHILLIPS PETROLEUM C - Original Lessor: BIA 14-20-151-57	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74234000, LA PLATA, COLORADO - Original Lessee: RED WILLOW & SG INTE - Original Lessor: BIA 750-03-2003	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74239000, LA PLATA, COLORADO - Original Lessee: AMERADA PETROLEUM CO - Original Lessor: BIA I-22-IND-2792 A	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74302000, LA PLATA, COLORADO - Original Lessee: GENERAL PETROLEUM CORPORATION - Original Lessor: BIA 14-20-151-4	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74303000, LA PLATA, COLORADO - Original Lessee: ATLANTIC REFINING CO - Original Lessor: BIA 14-20-151-5	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74304000, LA PLATA, COLORADO - Original Lessee: ATLANTIC REFINING CO - Original Lessor: BIA 14-20-151-6	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74305000, LA PLATA, COLORADO - Original Lessee: GENERAL PETROLEUM CO - Original Lessor: BIA 14-20-151-8	[N/A]	VARIOUS	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74306000, LA PLATA, COLORADO - Original Lessee: GENERAL PETROLEUM CO - Original Lessor: BIA 14-20-151-26	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74307000, LA PLATA, COLORADO - Original Lessee: GENERAL PETROLEUM CO - Original Lessor: BIA 14-20-151-36	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74308000, LA PLATA, COLORADO - Original Lessee: GENERAL PETROLEUM CO - Original Lessor: BIA 14-20-151-37	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74309000, LA PLATA, COLORADO - Original Lessee: GENERAL PETROLEUM CO - Original Lessor: BIA 14-20-151-38	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74310000, LA PLATA, COLORADO - Original Lessee: GENERAL PETROLEUM CO - Original Lessor: BIA 14-20-151-39	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74311000, LA PLATA, COLORADO - Original Lessee: GENERAL PETROLEUM CO - Original Lessor: BIA 14-20-151-40	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74312000, LA PLATA, COLORADO - Original Lessee: GENERAL PETROLEUM CO - Original Lessor: BIA 14-20-151-41	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74313000, LA PLATA, COLORADO - Original Lessee: GENERAL PETROLEUM CO - Original Lessor: BIA 14-20-604-2423	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74314000, LA PLATA, COLORADO - Original Lessee: GENERAL PETROLEUM CO - Original Lessor: BIA 14-20-604-2424	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74315000, LA PLATA, COLORADO - Original Lessee: STANOLIND OIL & GAS COMPANY - Original Lessor: BIA I-22-IND-2788	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74316000, LA PLATA, COLORADO - Original Lessee: STANOLIND OIL & GAS Original Lessor: BIA I-22-IND-2803-A	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74322000, LA PLATA, COLORADO - Original Lessee: GENERAL PETROLEUM CO - Original Lessor: BIA 14-20-151-39A	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74589000, LA PLATA, COLORADO - Original Lessee: ATLANTIC REFINING CO - Original Lessor: BIA 14-20-151-22	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74590000, LA PLATA, COLORADO - Original Lessee: NORTHWEST PETROLEUM - Original Lessor: BIA 14-20-604-63	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74591000, LA PLATA, COLORADO - Original Lessee: PAN AMERICAN PETROLE - Original Lessor: BIA 14-20-604-4254	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74654000, LA PLATA, COLORADO - Original Lessee: GENERAL PETROLEUM CO - Original Lessor: BIA 14-20-151-9	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74655000, LA PLATA, COLORADO - Original Lessee: PUBCO DEVELOPEMENT I - Original Lessor: BIA 14-20-151-14	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute	Oil and Gas Lease Agreement No. 74817000, LA PLATA, COLORADO - Original Lessee: SKELLY OIL COMPANY Original Lessor: BIA 14-20-151-12	[N/A]	VARIOUS	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Facilities Agreement No. 120773000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA 750-08-6004	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 120763000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2007-147	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 123009000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2009-175	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 123012000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2007-147	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 123030000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2009-175	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 125986000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2008-287	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 128784000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2007-147	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 128790000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2007-25	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 128791000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2006-173	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 128793000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2007-15	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 128795000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2007-15	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 128796000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCE CENTER - Original Lessor: BIA TRIBAL RES. 2007-15	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 128798000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2006-259	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 128800000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2006-259	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 128810000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2007-147	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 128814000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2007-25	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 130516000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2010-35	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 130526000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2010-35	[N/A]	VARIOUS	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 132646000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2007-15	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 132648000, LA PLATA, COLORADO - Original Lessee: SAMSON RSOURCE COMPANY - Original Lessor: BIA TRIBAL RES. 2006-173	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 132653000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2010-35	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 132657000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2010-63	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 132661000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2010-63	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 132663000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2007-96	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 132665000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCE COMPANY - Original Lessor: BIA TRIBAL RES. 2006-73	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 132958000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2010-63	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 136293000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2011-55	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 136296000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2010-63	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 136299000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2010-63	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 136301000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2007-15	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 136304000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2006-173	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 136306000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2010-63	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 136307000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2007-147	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 136309000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2007-147	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 140267000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2011-52	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 143068000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2012-103	[N/A]	VARIOUS	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 143370000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2011-52	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Pipeline Easement Agreement No. 143382000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2011-52	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Road ROW Agreement No. 143858000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2012-73	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Road ROW Agreement No. 146702000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA ALLOTMENT 750 159-B, TAAMS #750 8134071424	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Road ROW Agreement No. 146706000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA ALLOTMENT 750 158, TAAMS #750 8134061424	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. 143454000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2011-55	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. 143457000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES. 2011-55	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3253000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I, LTD - Original Lessor: BIA PERMIT IR-02-013	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3470000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I, LTD - Original Lessor: BIA TRIBAL RES. 97-73	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3471000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I, LTD - Original Lessor: BIA TRIBAL RES. 95-87	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3472000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I, LTD - Original Lessor: BIA TRIBAL RES. 98-131	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3473000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I, LTD - Original Lessor: BIA TRIBAL RES. 91-55	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3474000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA TRIBAL RES #2001-171	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3475000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA TRIBAL RES #2002-124	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3476000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I, LTD - Original Lessor: BIA TRIBAL RES. 93-128	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3478000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA TRIBAL RES #93-62	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3479000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA TRIBAL RES #2001-137	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3480000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA TRIBAL RES #2003-127	[N/A]	VARIOUS	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3481000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA TRIBAL RES #97-138	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3482000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA TRIBAL RES #96-235	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3483000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA TRIBAL RES #2003-83	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3484000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA TRIBAL RES #2003-16	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3485000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA TRIBAL RES #2002-197	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3486000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA TRIBAL RES #2003-208	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3489000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA TRIBAL RES #2004-05	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3490000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA TRIBAL RES #2004-16	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3491000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA TRIBAL RES. 91-70	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3641000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA TRIBAL RES. 97-125	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3711000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA TRIBAL RES #2004-60	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3712000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA TRIBAL RES #2004-90	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3713000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA TRIBAL RES #2004-150	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3714000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA TRIBAL RES #2004-169	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3715000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA TRIBAL RES #2004-183	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3716000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA TRIBAL RES #2004-219	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3720000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA ALLOTMENT #160	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3721000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA ALLOTMENT #166-B	[N/A]	VARIOUS	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3767000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA TRIBAL RES #2002-124	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3770000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA TRIBAL RES #2003-16	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3771000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I, LTD - Original Lessor: BIA TRIBAL RES. 97-125	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3772000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I LTD - Original Lessor: BIA ALLOTMENT #160	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3909000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA TRIBAL RES #2005-102	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3914000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I, LTD - Original Lessor: BIA PERMIT IR-02-004	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3938000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I, LTD - Original Lessor: BIA PERMIT IR-02-005	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	ROW Agreement No. ROW3960000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I, LTD - Original Lessor: BIA PERMIT IR-03-001	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Surface Lease Agreement No. 120593000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA 750-07-5091	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Surface Lease Agreement No. 121933000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA 750-08-6005	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Surface Lease Agreement No. 130446000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA 750-10-6027	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Surface Lease Agreement No. 130450000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA 750-10-6028	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Surface Lease Agreement No. 130454000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA 750-10-6026	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Surface Lease Agreement No. 135446000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: SOUTHERN UTE INDIAN TRIBE #750-11-001	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Surface Lease Agreement No. 136240000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: SOUTHERN UTE INDIAN TRIBE #750-11-003	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Surface Lease Agreement No. 136246000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: SOUTHERN UTE INDIAN TRIBE #750-11-002	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Surface Lease Agreement No. 140732000, LA PLATA, COLORADO - Original Lessee: SAMSON RESOURCES COMPANY - Original Lessor: BIA 750-12-6036	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Surface Lease Agreement No. S000557000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I, LTD - Original Lessor: BIA 750-05-5076	[N/A]	VARIOUS	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Surface Lease Agreement No. S000661000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I, LTD - Original Lessor: BIA 750-04-5068	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Surface Lease Agreement No. S000668000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I, LTD - Original Lessor: BIA 750-04-5067	[N/A]	VARIOUS	\$0.00
SAMSON RESOURCES COMPANY	Southern Ute Indian Tribe	Surface Lease Agreement No. S000668000, LA PLATA, COLORADO - Original Lessee: SG INTERESTS I, LTD - Original Lessor: BIA 750-04-5067	[N/A]	VARIOUS	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
SAMSON RESOURCES COMPANY	SAMSON RESOURCES T.H. MCELVAIN OIL & GAS LLLP	OPERATING AGREEMENT AMENDMENT DATED: 05/14/2014 ¹	38008	DOCAR 33-8-26 #2R	\$0.00
SAMSON RESOURCES COMPANY	SAMSON RESOURCES BAYLESS RANCHES, LLC	OPERATING AGREEMENT AMENDMENT DATED: 05/08/2014 ¹	38805	BEHRMANN 33-7 15 #5	\$0.00
SAMSON RESOURCES COMPANY	SAMSON RESOURCES BURLINGTON RESOURCES OIL & GAS COMPANY LP	OPERATING AGREEMENT AMENDMENT DATED: 03/12/2012 ¹	45784	LUCERO 32-9-11 #1	\$0.00
SAMSON RESOURCES COMPANY	SAMSON RESOURCES BURLINGTON RESOURCES OIL & GAS COMPANY LP	OPERATING AGREEMENT MEMORANDUM DATED: 06/01/2011 ¹	45784	LUCERO 32-9-11 #1	\$0.00
SAMSON RESOURCES COMPANY	SAMSON RESOURCES BURLINGTON RESOURCES OIL & GAS COMPANY LP	OPERATING AGREEMENT DATED: 06/01/2011 ¹	45784	LUCERO 32-9-11 #1	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD., ET AL.	OPERATING AGREEMENT DATED: 07/01/2000 ¹	37083	UTE 2-12U STH	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. GOSNEY & SONS, INC.	OPERATING AGREEMENT DATED: 06/12/2000 ¹	37175	SE BAYFIELD 34-7 #14U-1	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD., ET AL.	OPERATING AGREEMENT DATED: 06/01/1999 ¹	39783	SOUTHERN UTE 33-9 #20-2	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD., ET AL.	OPERATING AGREEMENT DATED: 06/01/1999 ¹	39784	SOUTHERN UTE 33-9 #20-2	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD., ET AL.	OPERATING AGREEMENT DATED: 08/01/1996 ¹	37050	BONDAD 33-9 #21	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD., ET AL.	OPERATING AGREEMENT DATED: 08/01/1996 ¹	37051	BONDAD 33-9 #21A	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD., ET AL.	OPERATING AGREEMENT DATED: 08/01/1996 ¹	37053	BONDAD 33-9 #22	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD., ET AL.	OPERATING AGREEMENT DATED: 08/01/1996 ¹	37164	SOUTHERN UTE 33-9-36 #1	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD., ET AL.	OPERATING AGREEMENT DATED: 08/01/1996 ¹	37165	S. UTE 33-9 #36-2	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD., ET AL.	OPERATING AGREEMENT DATED: 08/01/1996 ¹	39087	SOUTHERN UTE 33-9-36 #3	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD., ET AL.	OPERATING AGREEMENT DATED: 08/01/1996 ¹	39125	SOUTHERN UTE 33-9-36 #4	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD., ET AL.	OPERATING AGREEMENT DATED: 06/01/1996 ¹	37041	BEASTON #2	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD., ET AL.	OPERATING AGREEMENT DATED: 06/01/1996 ¹	37042	BEASTON #2A	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD., ET AL.	OPERATING AGREEMENT DATED: 06/01/1996 ¹	37046	BONDAD 33-10 #9	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD., ET AL.	OPERATING AGREEMENT DATED: 06/01/1996 ¹	37047	BONDAD 33-10 #9A	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD., ET AL.	OPERATING AGREEMENT DATED: 06/01/1996 ¹	37198	SOUTHERN UTE 11 [MV]	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD., ET AL.	OPERATING AGREEMENT DATED: 06/01/1996 ¹	37202	SOUTHERN UTE 2E [DK]	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD.	OPERATING AGREEMENT DATED: 06/01/1996 ¹	37204	SOUTHERN UTE 32-7 #5A [MV]	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD.	OPERATING AGREEMENT DATED: 06/01/1996 ¹	37206	SOUTHERN UTE 3E [DK]	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD.	OPERATING AGREEMENT DATED: 06/01/1996 ¹	37208	SOUTHERN UTE 4E	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD., ET AL.	OPERATING AGREEMENT DATED: 05/01/1996 ¹	37186	SOUTHERN UTE #2 [DK]	\$0.00
SAMSON RESOURCES COMPANY	AMOCO PRODUCTION COMPANY AMOCO PRODUCTION COMPANY	OPERATING AGREEMENT DATED: 02/23/1996 ¹	37186	SOUTHERN UTE #2 [DK]	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. MARALEX RESOURCES, INC.	OPERATING AGREEMENT DATED: 01/01/1995 ¹	37129	KATIE EILEEN 34-7-35 #2 [FC]	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. MARALEX RESOURCES, INC.	OPERATING AGREEMENT DATED: 01/01/1995 ¹	37147	RANDLE 33-7-10 #2	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD., ET AL.	OPERATING AGREEMENT DATED: 09/01/1994 ¹	37102	IGNACIO 32-7 #22-1 [FC]	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD., ET AL.	OPERATING AGREEMENT DATED: 09/01/1994 ¹	37109	IGNACIO 33-7 #29-2 [FC]	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD., ET AL.	OPERATING AGREEMENT DATED: 09/01/1994 ¹	37110	IGNACIO 33-7 #29-3	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. SG INTERESTS V, LTD., ET AL.	OPERATING AGREEMENT DATED: 09/01/1994 ¹	41054	IGNACIO 33-7-29 #5R	\$0.00
SAMSON RESOURCES COMPANY	SG INTERESTS I, LTD. T.H. MCELVAIN JR., ET AL.	OPERATING AGREEMENT DATED: 11/20/1992 ¹	37076	DODD #3-2 [FC]	\$0.00
SAMSON RESOURCES COMPANY	RICHMOND PETROLEUM, INC. EL PASO PRODUCTION COMPANY	OPERATING AGREEMENT DATED: 10/31/1990 ¹	37243	WILDE 33-8 #36-1 [FC]	\$0.00
SAMSON RESOURCES COMPANY	RICHMOND PETROLEUM, INC. EL PASO PRODUCTION COMPANY	OPERATING AGREEMENT DATED: 10/31/1990 ¹	37243	WILDE 33-8 #36-3 [FC]	\$0.00
SAMSON RESOURCES COMPANY	RICHMOND PETROLEUM, INC. EL PASO PRODUCTION COMPANY	OPERATING AGREEMENT DATED: 10/31/1990 ¹	37243	WILDE 33-8-36 #4	\$0.00
SAMSON RESOURCES COMPANY	RICHMOND PETROLEUM, INC. EL PASO PRODUCTION COMPANY	OPERATING AGREEMENT DATED: 10/31/1990 ¹	37243	WILDE 33-8-36 #5	\$0.00
SAMSON RESOURCES COMPANY	SNYDER OIL CORPORATION GEODYNE RESOURCES, INC., ET AL.	OPERATING AGREEMENT DATED: 10/01/1990 ¹	1050645	NAVAJO 11-15	\$0.00
SAMSON RESOURCES COMPANY	SNYDER OIL CORPORATION GEODYNE RESOURCES, INC., ET AL.	OPERATING AGREEMENT DATED: 10/01/1990 ¹	1050646	NAVAJO 11-15	\$0.00
SAMSON RESOURCES COMPANY	RICHMOND PETROLEUM, INC. TEXACO PRODUCING, INC.	OPERATING AGREEMENT DATED: 09/22/1990 ¹	37123	JAQUES 33-8-22 #1	\$0.00
SAMSON RESOURCES COMPANY	RICHMOND PETROLEUM, INC. AMOCO PRODUCTION COMPANY	OPERATING AGREEMENT DATED: 08/10/1990 ¹	37145	PAYNE 33-8-24 #1	\$0.00
SAMSON RESOURCES COMPANY	MOBIL EXPLORATION & PRODUCING U.S. INC. MERIDIAN OIL INC.	OPERATING AGREEMENT DATED: 08/01/1990 ¹	37064	COLORADO 32-7 #14 ST	\$0.00
SAMSON RESOURCES COMPANY	MOBIL EXPLORATION & PRODUCING U.S. INC. MERIDIAN OIL INC.	OPERATING AGREEMENT DATED: 08/01/1990 ¹	39807	SOUTHERN UTE 32-7-10 #7	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
SAMSON RESOURCES COMPANY	TEXACO OILS INC. JOSEPH B. GOULD, ET AL.	OPERATING AGREEMENT DATED: 06/01/1984 ¹	37182	SO. UTE 32-8 #3-4 [DK]	\$0.00
SAMSON RESOURCES COMPANY	TEXACO OILS INC. JOSEPH B. GOULD, ET AL.	OPERATING AGREEMENT DATED: 06/01/1984 ¹	37081	EAST BONDAD #1 [DK]	\$0.00
SAMSON RESOURCES COMPANY	DOMO PETROLEUM CORPORATION JOSEPH COSTELLO, ET AL.	OPERATING AGREEMENT DATED: 04/01/1984 ¹	37214	SOUTHERN UTE GOVT #1 [DK]	\$0.00
SAMSON RESOURCES COMPANY	AMOCO PRODUCTION COMPANY EL PASO NATURAL GAS COMPANY	OPERATING AGREEMENT DATED: 08/01/1979 ¹	37054	BRIGGS G.U. B #35-1 STH	\$0.00
SAMSON RESOURCES COMPANY	NORTHWEST PIPELINE CORPORATION CATHERINE B. MCELVAIN, ET AL.	OPERATING AGREEMENT DATED: 01/22/1979 ¹	37074	DOCAR 33-8-26 #2	\$0.00
SAMSON RESOURCES COMPANY	LYNCO OIL CORPORATION MCCULLOCH OIL CORPORATION	OPERATING AGREEMENT DATED: 08/23/1974 ¹	37081	EAST BONDAD #1 [DK]	\$0.00
SAMSON RESOURCES COMPANY	LYNCO OIL CORPORATION J.C. BARNES OIL COMPANY, ET AL.	OPERATING AGREEMENT DATED: 03/04/1974 ¹	37214	SOUTHERN UTE GOVT #1 [DK]	\$0.00
SAMSON RESOURCES COMPANY	EL PASO NATURAL GAS COMPANY SKELLY OIL COMPANY, ET AL.	OPERATING AGREEMENT DATED: 10/20/1964 ¹	37108	IGNACIO 33-7 #16-2 [FC]	\$0.00
SAMSON RESOURCES COMPANY	SOUTHERN UNION PRODUCTION COMPANY EL PASO NATURAL GAS COMPANY, ET AL.	OPERATING AGREEMENT DATED: 06/22/1964 ¹	37218	SUTTON 2 [MV]	\$0.00
SAMSON RESOURCES COMPANY	EL PASO NATURAL GAS COMPANY AMERADA PETROLEUM CORPORATION	OPERATING AGREEMENT DATED: 09/12/1963 ¹	37058	COLORADO 32-7 #10 [DK]	\$0.00
SAMSON RESOURCES COMPANY	EL PASO NATURAL GAS COMPANY SOCONY MOBIL OIL COMPANY, INC., ET AL.	OPERATING AGREEMENT DATED: 07/27/1962 ¹	37107	IGNACIO 33-7 #15-2 [FC]	\$0.00
SAMSON RESOURCES COMPANY	EL PASO NATURAL GAS COMPANY SOCONY MOBIL OIL COMPANY, INC., ET AL.	OPERATING AGREEMENT DATED: 07/27/1962 ¹	37111	IGNACIO 33-7 #32-4	\$0.00
SAMSON RESOURCES COMPANY	EL PASO NATURAL GAS COMPANY SOCONY MOBIL OIL COMPANY, INC., ET AL.	OPERATING AGREEMENT DATED: 07/27/1962 ¹	39074	IGNACIO 33-7-32 #6	\$0.00
SAMSON RESOURCES COMPANY	EL PASO NATURAL GAS COMPANY SOCONY MOBIL OIL COMPANY, INC., ET AL.	OPERATING AGREEMENT DATED: 07/27/1962 ¹	39223	IGNACIO 33-7-32 #5	\$0.00
SAMSON RESOURCES COMPANY	ABEL & BANCROFT EL PASO NATURAL GAS COMPANY	OPERATING AGREEMENT DATED: 05/15/1962 ¹	37193	SOUTHERN UTE #7	\$0.00
SAMSON RESOURCES COMPANY	EL PASO NATURAL GAS COMPANY ABEL & BANCROFT	OPERATING AGREEMENT DATED: 09/30/1961 ¹	37068	COLORADO 32-7 #3 [DK]	\$0.00
SAMSON RESOURCES COMPANY	SOCONY MOBIL OIL COMPANY PAN AMERICAN PETROLEUM CORPORATION, ET AL.	OPERATING AGREEMENT DATED: 09/15/1961 ¹	37108	IGNACIO 33-7 #16-2 [FC]	\$0.00
SAMSON RESOURCES COMPANY	SOCONY MOBIL OIL COMPANY, INC. PAN AMERICAN PETROLEUM CORPORATION, ET AL.	OPERATING AGREEMENT DATED: 09/15/1961 ¹	39114	IGNACIO 33-7 #16-4	\$0.00
SAMSON RESOURCES COMPANY	ABEL & BANCROFT EL PASO NATURAL GAS COMPANY	OPERATING AGREEMENT DATED: 09/08/1961 ¹	37184	SOUTHERN UTE #15-16 [DK]	\$0.00
SAMSON RESOURCES COMPANY	ABEL & BANCROFT UNION OIL COMPANY OF CALIFORNIA	OPERATING AGREEMENT DATED: 08/01/1961 ¹	37191	SOUTHERN UTE #5 [MV]	\$0.00
SAMSON RESOURCES COMPANY	ABEL & BANCROFT EL PASO NATURAL GAS COMPANY, ET AL.	OPERATING AGREEMENT DATED: 02/18/1961 ¹	37188	SOUTHERN UTE #3	\$0.00
SAMSON RESOURCES COMPANY	ABEL & BANCROFT UNION OIL COMPANY OF CALIFORNIA	OPERATING AGREEMENT DATED: 02/18/1961 ¹	37190	SOUTHERN UTE #4 [MV]	\$0.00
SAMSON RESOURCES COMPANY	EL PASO NATURAL GAS COMPANY NORTHWEST PRODUCTION CORPORATION	OPERATING AGREEMENT DATED: 01/06/1961 ¹	37066	COLORADO 32-7 #2 [MV]	\$0.00
SAMSON RESOURCES COMPANY	EL PASO NATURAL GAS COMPANY NORTHWEST PRODUCTION CORPORATION	OPERATING AGREEMENT DATED: 01/06/1961 ¹	37065	COLORADO 32-7 #15 ST	\$0.00
SAMSON RESOURCES COMPANY	EL PASO NATURAL GAS COMPANY NORTHWEST PRODUCTION CORPORATION	OPERATING AGREEMENT DATED: 01/06/1961 ¹	40707	COLORADO 32-7-3 #16	\$0.00
SAMSON RESOURCES COMPANY	EL PASO NATURAL GAS COMPANY NORTHWEST PRODUCTION CORPORATION	OPERATING AGREEMENT DATED: 01/06/1961 ¹	44416	SOUTHERN UTE 32-7-3 #2A	\$0.00
SAMSON RESOURCES COMPANY	AMERADA PETROLEUM CORPORATION EL PASO NATURAL GAS COMPANY	OPERATING AGREEMENT DATED: 06/29/1960 ¹	37072	CRIGLER MVRD UNIT #1 [MV]	\$0.00
SAMSON RESOURCES COMPANY	AMERADA PETROLEUM CORPORATION EL PASO NATURAL GAS COMPANY	OPERATING AGREEMENT DATED: 06/29/1960 ¹	37073	CRIGLER UNIT MV GU #1A	\$0.00
SAMSON RESOURCES COMPANY	W.E. BAKKE EL PASO NATURAL GAS COMPANY	OPERATING AGREEMENT DATED: 06/11/1960 ¹	37184	SOUTHERN UTE #15-16 [DK]	\$0.00
SAMSON RESOURCES COMPANY	W.E. BAKKE EL PASO NATURAL GAS COMPANY	OPERATING AGREEMENT DATED: 06/11/1960 ¹	37187	SOUTHERN UTE #2 [MV]	\$0.00
SAMSON RESOURCES COMPANY	SOUTHERN UNION GAS COMPANY EL PASO NATURAL GAS COMPANY	OPERATING AGREEMENT DATED: 02/15/1960 ¹	37038	BASEY #1 [MV]	\$0.00
SAMSON RESOURCES COMPANY	SOUTHERN UNION GAS COMPANY EL PASO NATURAL GAS COMPANY	OPERATING AGREEMENT DATED: 02/15/1960 ¹	37039	BASEY 1A [MV]	\$0.00
SAMSON RESOURCES COMPANY	SOUTHERN UNION GAS COMPANY EL PASO NATURAL GAS COMPANY	OPERATING AGREEMENT DATED: 02/15/1960 ¹	37216	SUTTON #1 [MV]	\$0.00
SAMSON RESOURCES COMPANY	NORTHWEST PRODUCTION CORPORATION, WARREN SHEAR AND W.R. JOHNSTON PAN AMERICAN PETROLEUM CORPORATION, ET AL.	OPERATING AGREEMENT DATED: 05/15/1959 ¹	37096	IGNACIO 32-7 #1-11 [MV]	\$0.00
SAMSON RESOURCES COMPANY	W.E. BAKKE MOODY PROPERTIES AND D.M FEREBEE	OPERATING AGREEMENT DATED: 08/01/1958 ¹	37068	COLORADO 32-7 #3 [DK]	\$0.00
SAMSON RESOURCES COMPANY	W.E. BAKKE MOODY PROPERTIES AND D.M FEREBEE	OPERATING AGREEMENT DATED: 08/01/1958 ¹	37069	COLORADO 32-7 #3E [DK]	\$0.00
SAMSON RESOURCES COMPANY	W.E. BAKKE MOODY PROPERTIES AND D.M FEREBEE	OPERATING AGREEMENT DATED: 08/01/1958 ¹	37184	SOUTHERN UTE #15-16 [DK]	\$0.00
SAMSON RESOURCES COMPANY	W.E. BAKKE MOODY PROPERTIES AND D.M FEREBEE	OPERATING AGREEMENT DATED: 08/01/1958 ¹	37191	SOUTHERN UTE #5 [MV]	\$0.00
SAMSON RESOURCES COMPANY	W.E. BAKKE MOODY PROPERTIES AND D.M FEREBEE	OPERATING AGREEMENT DATED: 08/01/1958 ¹	37193	SOUTHERN UTE #7	\$0.00
SAMSON RESOURCES COMPANY	W.E. BAKKE MOODY PROPERTIES AND D.M FEREBEE	OPERATING AGREEMENT DATED: 08/01/1958 ¹	37197	SOUTHERN UTE #9 [MV]	\$0.00
SAMSON RESOURCES COMPANY	W.E. BAKKE MOODY PROPERTIES AND D.M FEREBEE	OPERATING AGREEMENT DATED: 08/01/1958 ¹	37198	SOUTHERN UTE 11 [MV]	\$0.00
SAMSON RESOURCES COMPANY	PACIFIC NORTHWEST PIPELINE CORPORATION SKELLY OIL COMPANY, ET AL.	OPERATING AGREEMENT DATED: 09/16/1957 ¹	37118	IGNACIO 33-8 #7 [MV]	\$0.00
SAMSON RESOURCES COMPANY	NORTHWEST PRODUCTION CORPORATION PUBCO PETROLEUM CORPORATION	OPERATING AGREEMENT DATED: 05/23/1956 ¹	37048	BONDAD 33-9 #20	\$0.00
SAMSON RESOURCES COMPANY	NORTHWEST PRODUCTION CORPORATION PUBCO PETROLEUM CORPORATION	OPERATING AGREEMENT DATED: 05/23/1956 ¹	37049	BONDAD 33-9 #20A	\$0.00

Acquired Contracts

Debtor	Counterparty	Description of Acquired Contracts or Leases	CWN	Well Name	Cure Amount
SAMSON RESOURCES COMPANY	SOUTHERN UTE TRIBAL COUNCIL PHILLIPS PETROLEUM COMPANY	SUBLEASE AND OPERATING AGREEMENT ON OIL AND GAS MINING LEASE DATED: 03/25/1954 ¹	37050	BONDAD 33-9 #21	\$0.00
SAMSON RESOURCES COMPANY	SOUTHERN UTE TRIBAL COUNCIL PHILLIPS PETROLEUM COMPANY	SUBLEASE AND OPERATING AGREEMENT ON OIL AND GAS MINING LEASE DATED: 03/25/1954 ¹	37051	BONDAD 33-9 #21A	\$0.00
SAMSON RESOURCES COMPANY	SOUTHERN UTE TRIBAL COUNCIL PHILLIPS PETROLEUM COMPANY	SUBLEASE AND OPERATING AGREEMENT ON OIL AND GAS MINING LEASE DATED: 03/25/1954 ¹	37113	IGNACIO 33-8 #11 [MV]	\$0.00
SAMSON RESOURCES COMPANY	SOUTHERN UTE TRIBAL COUNCIL PHILLIPS PETROLEUM COMPANY	SUBLEASE AND OPERATING AGREEMENT ON OIL AND GAS MINING LEASE DATED: 03/25/1954 ¹	37114	IGNACIO 33-8 #11 [MV]	\$0.00
SAMSON RESOURCES COMPANY	STANOLIND OIL AND GAS COMPANY AMERADA PETROLEUM CORPORATION	OPERATING AGREEMENT DATED: 12/03/1953 ¹	37248	WORFORD G.U. #1	\$0.00
SAMSON RESOURCES COMPANY	HOWARD, JAY, ET UX	SURFACE LEASE DATED: 01/06/2006 ¹	[N/A]	VARIOUS	\$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.