



Dated: April 3, 2013, 05:14 PM

The following is ORDERED:

A handwritten signature in black ink, reading "Sarah A. Hall".

Sarah A Hall
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF OKLAHOMA**

_____)	
)	
In re:)	Chapter 11
)	
GMX RESOURCES INC.,)	Case No. 13-11456 (SAH)
DIAMOND BLUE DRILLING CO.,)	Case No. 13-11457 (SAH)
ENDEAVOR PIPELINE INC.)	Case No. 13-11458 (SAH)
)	
Debtors.)	Jointly Administered
_____)	

**INTERIM ORDER (I) APPROVING POSTPETITION FINANCING,
(II) AUTHORIZING USE OF CASH COLLATERAL, (III) GRANTING LIENS
AND PROVIDING SUPERPRIORITY EXPENSE STATUS, (IV) GRANTING
ADEQUATE PROTECTION, (V) MODIFYING AUTOMATIC STAY AND (VI)
SCHEDULING A FINAL HEARING**

Upon the emergency motion (the "Motion"),¹ dated April 1, 2013, of GMX Resources Inc., *et al.*, debtors and debtors-in-possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), for entry of interim and final orders

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion or the DIP Loan Agreement (as defined below), as applicable.

pursuant to sections 105, 107(b), 361, 362, 363, 364 and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “Bankruptcy Code”), rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the “Bankruptcy Rules”), and the Local Rules of the United States Bankruptcy Court for the Western District of Oklahoma (as amended, the “Local Bankruptcy Rules”), (a) authorizing the Debtors to (i) obtain postpetition financing (the “Financing”) pursuant to that certain Superpriority Debtor in Possession Credit and Guaranty Agreement, dated as of April 3, 2013, among GMX Resources Inc., as borrower (“GMXR” or “Borrower”), Diamond Blue Drilling Co. and Endeavor Pipeline Inc. (collectively, the “Guarantors”), the financial institutions from time to time parties thereto as lenders (each individually a “DIP Lender,” and collectively, the “DIP Lenders”), (iv) the Synthetic L/C Issuing Bank, and (v) Cantor Fitzgerald Securities, as administrative and collateral agent for the Lenders (the “DIP Agent,” together with the DIP Lenders and the Synthetic L/C Issuing Bank, the “DIP Secured Parties”), a copy of which in substantially final form is attached as an exhibit to the Motion (as hereafter amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof and hereof, the “DIP Loan Agreement”; together with all agreements, documents, certificates and instruments delivered or executed from time to time in connection therewith, including the Financing Agreements, the “DIP Documents”); (ii) grant (x) to the DIP Agent for the benefit of the DIP Secured Parties the DIP Liens on the Collateral to secure the DIP Obligations and (y) to the DIP Secured Parties the DIP Lender Superpriority Claims (as defined below) in respect of the DIP Obligations, subject to the terms and conditions hereof; (iii) use cash collateral, within the meaning of section 363(a) of the Bankruptcy Code, including Cash Collateral (as defined below); (iv) vacate the automatic stay to the extent provided for herein; and (v) grant adequate protection to the Prepetition Secured Parties (as defined below) in the form of the Adequate Protection

Obligations (as defined below); and (b) in accordance with Bankruptcy Rule 4001(c)(2), requesting that this Court schedule a final hearing (the “Final Hearing”) to consider entry of a final order (a “Final Order”) approving the Motion and the relief requested therein on a final basis; and a hearing to consider approval of the Motion on an interim basis having been held on April 3, 2013 (the “Interim Hearing”) and based upon all the pleadings filed with the Court, the evidence presented at the Interim Hearing and the entire record herein; and the Court having heard and resolved or overruled any objections (formal or informal) to the interim relief requested in the Motion; and the Court having noted the appearances of all parties in interest; and it appearing that the relief requested in the Motion is in the best interests of the Debtors and the Debtors’ estates and creditors; and the Debtors having provided Notice of the Motion and of the Interim Hearing to the parties identified below pursuant to Bankruptcy Rule 4001(b); and it appearing that due and proper notice of the Motion and the Interim Hearings having been given under the circumstances; and upon the proceedings held before this Court and after due deliberation and good and sufficient cause appearing therefor,

BASED UPON THE RECORD OF THE INTERIM HEARING AND THE REPRESENTATIONS OF THE DEBTORS IN THE MOTION AND AT THE INTERIM HEARING, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. Filing Date. On April 1, 2013 (the “Filing Date”), the Debtors commenced the Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their affairs as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Chapter 11 Cases are being jointly administered under Case No. 13-11456 (SAH). No trustee or examiner has been appointed in any of these Chapter 11 Cases.

B. Jurisdiction; Venue. The Court has jurisdiction over the Chapter 11 Cases, the parties, and the Debtors' property pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. §157(b)(2)(D). Venue of the Chapter 11 Cases and the Motion is proper under 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are sections 105, 107, 361, 362, 363, 364, 365 and 507 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001, 6004, and 9014 and the Local Bankruptcy Rules.

C. Committee Formation. No official committee of unsecured creditors or any statutory committee pursuant to section 1102 of the Bankruptcy Code (a "Creditors' Committee") has yet been appointed in any of these Chapter 11 Cases.

D. Prepetition Secured Debt Documents. All of the Debtors represent that they are party to:

(a) the Indenture, dated as of December 19, 2011, as amended on December 7, 2012 (the "Prepetition First Lien Indenture;" together with all other documents and instruments executed and delivered in connection therewith, the "Prepetition First Lien Documents"), among GMXR, as issuer, the other Debtors as guarantors thereunder and U.S. Bank National Association, as trustee and collateral agent (in such capacity, the "Prepetition First Lien Trustee"), pursuant to which the Senior Secured Notes Series A and B due 2017 (the "First Lien Notes") were issued to the holders thereof (the "Prepetition First Lien Noteholders;" together with the Prepetition First Lien Trustee and any other secured parties under the Prepetition First Lien Documents, the "Prepetition First Lien

Secured Parties”). Pursuant to those certain Security Agreements, each dated September 19, 2012, the Debtors granted to the Prepetition First Lien Trustee for the benefit of the Prepetition First Lien Noteholders a lien on the Prepetition Collateral (as defined below) on the terms set forth therein; and

(b) the Indenture, dated as of September 19, 2012, (the “Prepetition Second Lien Indenture,” together with all other documents and instruments executed and delivered in connection therewith, the “Prepetition Second Lien Documents,” together with the Prepetition First Lien Documents, the “Prepetition Documents”), by and between GMXR, as issuer, and U.S. Bank National Association, as trustee and collateral agent thereunder (in such capacity, the “Prepetition Second Lien Trustee” together with the Prepetition First Lien Trustee, the “Prepetition Trustees”), pursuant to which the Senior Secured Second-Priority Notes due 2018 (collectively, the “Second Lien Notes”) were issued to the holders thereof (the “Prepetition Second Lien Noteholders,” together with the Prepetition First Lien Noteholders, the “Prepetition Noteholders”; and together with the Prepetition Trustees and the other Prepetition First Lien Secured Parties, the “Prepetition Secured Parties”).

E. Stipulations. Subject to paragraph 16 hereof, in requesting the Financing under the DIP Documents, each Debtor acknowledges, represents, stipulates, and agrees, on behalf of itself and the other Debtors, that:

(a) as of the Filing Date,

(i) the Debtors were indebted and jointly and severally liable to the Prepetition First Lien Secured Parties, without defense, counterclaim, recoupment or offset of any kind, in the aggregate principal amount of approximately \$324.3 Million in respect of the First Lien Notes, plus all interest thereon at the applicable default and non-default contract rates and fees, expenses, charges, and all other obligations expressly provided for thereunder, or incurred in connection therewith, including but without duplication, the Make-Whole Redemption Price (collectively, the “Prepetition First Lien Obligations”);

(ii) GMXR was indebted to the Prepetition Second Lien Trustee and the Prepetition Second Lien Noteholders, in the aggregate principal amount of approximately \$51.4 Million in respect of Second Lien Notes issued pursuant to, and in accordance with the terms of, the Prepetition Second Lien Documents, plus interest thereon and fees, expenses, charges, and all other obligations expressly provided for thereunder (collectively, the “Second Lien Obligations”, together with the Prepetition First Lien Obligations, the “Prepetition Secured Obligations”);

(iii) the Prepetition First Lien Obligations constitute the legal, valid, binding, and unavoidable obligations of the relevant Debtors, enforceable against them in accordance with the terms of the Prepetition First Lien Debt Documents (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), and the Prepetition First Lien Obligations are senior in priority to the Prepetition Second Lien Obligations as set forth in the Prepetition Intercreditor Agreement (as defined below), and are not and shall not be subject to any avoidance, reduction, set off, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, recoupment, defenses, disallowance, impairment, or any other challenges under the Bankruptcy Code or any other applicable domestic or foreign law or regulation by any person or entity;

(b) as of the Filing Date, the Prepetition First Lien Trustee and the Prepetition Second Lien Trustee are party to that certain Intercreditor Agreement, dated as of September 19, 2012 (as amended to date, and as it may hereafter be amended, supplemented or modified from time to time, the “Prepetition Intercreditor Agreement”), which Prepetition Intercreditor Agreement sets forth the relative priorities of the

Prepetition Secured Obligations and shall remain in full force and effect throughout the pendency of the Chapter 11 Cases;

(c) pursuant to the Prepetition First Lien Documents, liens and security interests (collectively, the “Prepetition First Priority Liens,” together with the liens on the Prepetition Collateral granted to secure the Prepetition Second Lien Obligations, the “Prepetition Liens”) were granted on the Prepetition Collateral to secure the Prepetition First Lien Obligations, and such Prepetition First Priority Liens are (i) legal, valid, binding, perfected and enforceable (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code) senior liens on and security interests in the personal, mixed and real property described in the relevant Prepetition First Lien Documents (collectively, the “Prepetition Collateral”), (ii) are not and shall not be subject to any avoidance, reduction, set off, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, recoupment, defenses, disallowance, impairment, or any other challenges under the Bankruptcy Code or any other applicable domestic or foreign law or regulation by any person or entity; and (iii) are senior in priority to the liens securing the Prepetition Second Lien Obligations as set forth in the Prepetition Intercreditor Agreement

(d) subject to entry of the Final Order, none of the DIP Secured Parties or the Prepetition First Lien

Secured Parties are control persons or insiders of the Debtors by virtue of determining to make any loan, providing financing or performing obligations under the DIP Documents or the Prepetition First Lien Documents;

(e) as of the date hereof, there exists no claims or causes of action against any of the DIP Secured Parties, or the Prepetition First Lien Secured Parties with respect to, in connection with, related to, or arising from the DIP Document or the Prepetition Documents, as applicable, that may be asserted by the Debtors;

(f) as of the date hereof, to the Debtors' knowledge, there are no liens on or security interests in the Collateral except for (i) the Prepetition Liens, (ii) certain Permitted Liens (as defined in the Prepetition Documents) and (iii) the Senior Liens; (as defined below) and

(g) the Debtors forever and irrevocably release, discharge, and acquit the former, future or current DIP Secured Parties and the Prepetition First Lien Secured Parties and each of their respective former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, and predecessors in interest (collectively, the "Releasees") of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies,

causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened including, without limitation, all legal and equitable theories of recovery, arising under common law, statute or regulation or by contract, of every nature and description, arising out of, in connection with, or relating to the Financing, the DIP Documents, the DIP Obligations, the Prepetition First Lien Documents and ancillary documentation, guarantees, security documentation and collateral documents executed in support of the foregoing, the Prepetition First Lien Obligations, or the transactions contemplated hereunder or thereunder including, without limitation, (i) any avoidance, reduction, set off, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), except as permitted herein and in the Prepetition Intercreditor Agreement, so-called "lender liability," claims, counterclaims, cross-claims, recoupment, defenses, disallowance (whether equitable or otherwise), impairment, or any other challenges under the Bankruptcy Code or any other applicable domestic or foreign law or regulation by any person or entity, (ii) any and all claims and causes of action arising under the Bankruptcy Code, and (iii) any and all claims and causes of action

with respect to the validity, priority, perfection or avoidability of the liens or claims of the DIP Secured Parties and the Prepetition First Lien Secured Parties.

F. Cash Collateral. For purposes of this Interim Order, the term "Cash Collateral" include all "cash collateral", as defined in section 363 of the Bankruptcy Code, in which any Prepetition Secured Party has liens, security interests, or other interests (including, without limitation, the Prepetition Liens and the Adequate Protection Liens (as defined herein), whether existing on the Filing Date or hereafter created. The Debtors require the use of Cash Collateral to operate their businesses. Without the use of Cash Collateral, the Debtors will not be able to meet their cash requirements for working capital needs, which will result in an immediate shutdown of the Debtors' businesses. The DIP Secured Parties and the Prepetition Secured Creditors do not consent to the use of Cash Collateral except on the terms and for the purposes specified herein and the other DIP Documents. For the avoidance of doubt, to the extent provided under applicable law, Cash Collateral shall not include any amounts payable (including production payments and amounts realized from the sale of production payment hydrocarbons) (the "Subject Amounts") pursuant to that certain Purchase and Sale Agreement dated December 8, 2011 by and between GMX Resources Inc. and EDFT Trading North America, LLC (the "VPP Purchase Agreement") and the Closing Documents (as defined in the VPP Purchase Agreement) contemplated thereby (collectively, the "VPP Transaction") to the extent , and only to the extent, such Subject Amounts do not constitute property of any of the Debtors' estates.

G. Purpose and Necessity of Financing. The Debtors require the Financing described in the Motion and as expressly provided in the DIP Documents to:

- (i) pay costs, fees and expenses associated with or payable under the Financing

plus any Adequate Protection Obligations payable in cash on a current basis under the terms of this Interim Order; (ii) pay Professional Fees (as defined below) subject to the Approved Budget (as defined below), including the Restructuring Fee referred to in, but subject to the terms and conditions of, paragraph 4(iii) below; (iii) provide ongoing working capital requirements of the Debtors and to pay fees, costs, expenses and other administrative expenses relating to the Chapter 11 Cases, in each case, subject to any necessary Bankruptcy Court approvals and consistent with the Initial Budget, a copy of which is attached hereto as Exhibit A, or the Approved 13-Week Budget (as applicable, the “Approved Budget”); (iv) fund a reserve in the amount of \$250,000 to pay Professional Fees of the Debtors following the consummation of an Approved Sale Transaction to wind up the Chapter 11 Cases; (v) to the extent approved by the Bankruptcy Court, on notice to and in consultation with, the Required Lenders, pay certain prepetition trade payables or amounts due to employees under any incentive or retention plan, but in each case only the extent expressly provided for in the Approved Budget and on terms and in amounts otherwise consented to by the Required Lenders; (vi) pay certain pass-through amounts due to certain royalty interest owners and non-operator

working interest holders, in either case, to the extent approved by the Bankruptcy Court and having the consent of the Required Lenders; and (vii) make the currently identified capital expenditures and other payments of post-petition payables as permitted under the DIP Documents, in each case subject to the conditions as set forth herein and in the DIP Documents and consistent in all material respects with the Approved Budget and the Budget Covenant; and provided that except as expressly provided herein with respect to the Financing and the Adequate Protection Obligations, the foregoing shall not constitute Bankruptcy Court approval of such payments or constitute a consent by any party-in-interest to such payments, all of which is reserved. If the Debtors do not obtain authorization to incur indebtedness under the DIP Loan Agreement, and the Financing is not approved, the Debtors will suffer immediate and irreparable harm. The Debtors are unable to obtain adequate unsecured credit allowable as an administrative expense under section 503 of the Bankruptcy Code, or other financing under sections 364(c) or (d) of the Bankruptcy Code, on equal or more favorable terms than those set forth in the DIP Documents. A loan facility in the amount provided by the DIP Documents is not available to the Debtors without granting the DIP

Agent, for the benefit of the DIP Secured Parties, superpriority claims, liens, and security interests, pursuant to sections 364(c)(1), (2), (3), and 364(d) of the Bankruptcy Code, as provided in this Interim Order and the DIP Documents. After considering all alternatives, the Debtors have concluded, in the exercise of their prudent business judgment, that the credit facility provided under the DIP Documents represents the best and only working capital financing available to them at this time. The Debtors have been unsuccessful in their attempts to find any alternative financing. Additionally, the terms of the Financing and the use of Cash Collateral are fair and reasonable and reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties.

H. Good Cause. Based upon the record presented to the Court by the Debtors, it appears that the ability of the Debtors to obtain sufficient working capital and liquidity under the DIP Documents, and use of Cash Collateral, is vital to the Debtors and the Debtors' estates and creditors. The Debtors reasonably believe that the liquidity to be provided under the DIP Documents and through the use of the Cash Collateral will enable the Debtors to continue to operate their businesses in the ordinary course and preserve the value of their businesses. The Debtors and the Debtors' estates will be immediately and irreparably harmed if this Interim Order is not entered. Good cause has, therefore, been shown for the relief sought in the Motion.

I. Good Faith. The Financing and the DIP Documents have been negotiated in good faith and at arm's length among the Debtors and the DIP Secured Parties, and all of the obligations and indebtedness arising under, in respect of or in connection with the Financing and the DIP Documents, including, without limitation, all loans made to, letters of credit issued for the benefit of, and guarantees issued by the Debtors pursuant to the DIP Documents, and any other DIP Obligations under the DIP Documents, shall be deemed to have been extended by each of the DIP Secured Parties in accordance with the DIP Documents, in good faith, as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the DIP Obligations, the DIP Liens, the DIP Lender Superpriority Claims, and, to the extent applicable, the Adequate Protection Obligations (as defined herein) shall be entitled to the full protection of section 364(e) of the Bankruptcy Code and the terms, conditions, benefits, and privileges of this Interim Order regardless of whether this Interim Order is subsequently reversed, vacated, modified, or otherwise is no longer in full force and effect or the Chapter 11 Cases are subsequently converted or dismissed, in each case, as of such date.

J. Consideration. All of the Debtors will receive and have received fair consideration and reasonably equivalent value in exchange for access to the Financing and/or the use of Cash Collateral, and all other financial accommodations provided under the Financing, the DIP Documents and this Interim Order.

K. Immediate Entry of Interim Order. The Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). The permission granted herein to enter into the DIP Documents and to obtain funds thereunder is necessary to avoid immediate and irreparable harm to the Debtors. This Court concludes that entry of this Interim Order is in the best interests of the Debtors and the Debtors' respective

estates and creditors as its implementation will, among other things, allow for the continued flow of supplies and services to the Debtors necessary to sustain the operation of the Debtors' existing businesses during the pendency of these Chapter 11 Cases. Based upon the foregoing findings, acknowledgements, and conclusions, and upon the record made before this Court at the Interim Hearing, and good and sufficient cause appearing therefor;

IT IS HEREBY ORDERED:

1. Disposition. The Motion is GRANTED on an interim basis and on the terms set forth herein. Any objections to the Motion that have not previously been withdrawn, waived, settled, or resolved and all reservations of rights included therein are hereby DENIED and OVERRULED on their merits.

2. Effectiveness. This Interim Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable *nunc pro tunc* to the Filing Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9024 or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon the Interim Order Entry Date and there shall be no stay of execution or effectiveness of this Interim Order.

3. Authorization of the Financing and DIP Loan Agreement.

(a) The Debtors are hereby authorized to execute and enter into the DIP Documents. The DIP Documents and this Interim Order shall govern the financial and credit accommodations to be provided to the Debtors by the DIP Lenders in connection with the Financing.

(b) The Borrower is hereby authorized on an interim basis to borrow loans up to the principal amount of \$20,000,000, including, if required, to have

letters of credit issued in an aggregate face amount not to exceed \$1,000,000; all which shall be used by the Debtors as expressly permitted by the DIP Documents. The Guarantors are hereby authorized to unconditionally guaranty (on a joint and several basis) the foregoing borrowings and other extensions of credit under the DIP Documents, together with all costs, fees and other expenses and amounts payable under the DIP Documents.

(c) In furtherance of the foregoing and without further approval of this Court, each Debtor is authorized to, and, if so required under the terms of the DIP Documents, shall cause each other Debtor to, perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, the execution or recordation of security agreements, mortgages and financing statements), and to pay all related fees and expenses, that may be required or necessary for the Debtors' performance of their obligations under the Financing, including, without limitation:

(i) the execution, delivery, and performance of the DIP Documents, including, without limitation, the DIP Loan Agreement, any guarantees, any security and pledge agreements, and any mortgages contemplated thereby;

(ii) subject to paragraph 9 hereof, the execution, delivery and performance of one or more amendments, waivers, consents, or other modifications to and under the DIP Documents, in each case in such form as agreed among the Debtors and the required other parties as set forth in more detail in Paragraph 9 below;

(iii) the non-refundable payment of the fees referred to in the DIP Documents and described in more detail in the Motion,

including the fees of the DIP Agent, and, subject to paragraph 8, costs and expenses payable under the DIP Documents; and

(iv) the performance of all other acts required under or in connection with the DIP Documents.

(d) All of the DIP Liens and Adequate Protection Liens described herein shall be valid, enforceable, effective and perfected as of the Interim Order Entry Date and without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements, or other agreements.

(e) The DIP Documents and DIP Obligations constitute valid, binding and non-avoidable obligations of the Debtors enforceable against each of them, and each of their successors and assigns, and each person or entity party to the DIP Documents in accordance with their respective terms and the terms of this Interim Order and shall survive conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or the dismissal of any of the Chapter 11 Cases. No obligation, payment, transfer, or grant of security under the DIP Documents or this Interim Order shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law, or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance (whether equitable or otherwise), impairment, or any other challenges under the Bankruptcy Code or any other applicable foreign or domestic law or regulation by any person or entity.

4. Carve-Out. The Debtors' obligations to the DIP Secured Parties and the liens, security interests and superpriority claims granted herein and/or under the DIP Documents, including the DIP Liens, the DIP Lender Superpriority Claims and the Adequate Protection

Obligations, as well as the Prepetition Liens shall be subject and subordinate to the Carve-Out. “Carve-Out” shall mean the sum of (i) all fees required to be paid to the clerk of the Bankruptcy Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) to the extent allowed at any time, whether by interim order, procedural order or otherwise, all accrued and unpaid fees, costs and expenses (the “Professional Fees”) incurred by persons or firms retained by the Debtors pursuant to section 327, 328 or 363 of the Bankruptcy Code or any statutory committee appointed in these cases pursuant to section 1102 of the Bankruptcy Code (collectively, the “Professional Persons”) at any time before or on the first Business Day following delivery by the DIP Agent of a Carve-Out Trigger Notice (as defined below), whether allowed by the Bankruptcy Court prior to or after delivery of a Carve-Out Trigger Notice (the “Pre-Trigger Date Fees”); provided that to the extent the aggregate amount of all such Pre-Trigger Date Fees exceed the amounts permitted under the Approved Budget, but subject to the Budget Covenant, such excess (the “Overage”) shall not be part of the Carve-Out except as provided in the following clause (iv); (iii) to the extent payable under the terms of its engagement letter between GMXR and Jefferies & Company, Inc. dated February 22, 2013, and approved by the Bankruptcy Court, the Restructuring Fee payable thereunder in an amount not to exceed \$2,000,000 (without regard to the notice set forth in clause (iv) below), but only in the event such fee is payable in connection with a transaction consented to by the Required Lenders (as defined in the DIP Loan Agreement), or not objected to by the Required Lenders, the DIP Agent, the Prepetition First Lien Agent or Prepetition First Lien Noteholders holding at least a majority of the Prepetition First Lien Notes, on notice and a hearing, or pursuant to the Sale Motion (as defined in the DIP Loan Agreement), and provided further that nothing herein shall constitute a consent to the allowance and payment of such Restructuring Fee, which shall be

subject to the approval of the Bankruptcy Court in all respects, and all parties' rights with respect thereto are fully reserved; and (iv) after the first Business Day following delivery by the DIP Agent of the Carve-Out Trigger Notice (the "Trigger Date"), to the extent allowed at any time, whether by interim order, procedural order or otherwise, the payment of Professional Fees of Professional Persons incurred on and after the Trigger Date (plus any Overages in an aggregate amount not to exceed \$500,000 (the amount set forth in this clause (iv) being the "Post-Carve Out Trigger Notice Cap"); provided, that nothing herein shall be construed to impair the ability of any party to object to the fees, expenses, reimbursement or compensation described in clauses (ii) or (iv) above. Any fee retainer amounts paid to Professional Persons prior to the Filing Date shall be available, in addition to the Post-Carve Out Trigger Notice Cap, to satisfy any allowed unpaid fees of such Professionals. Notwithstanding the foregoing, the Carve-Out shall not include, apply to or be available for any fees or expenses incurred by any party in connection with the investigation, initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against any of the DIP Secured Parties, the Prepetition First Lien Trustee or the Prepetition First Lien Noteholders, or their respective officers, directors, employees, agents, advisers and counsel, including, without limitation, challenging the amount, validity, perfection, priority or enforceability of or asserting any defense, counterclaim or offset to, the obligations and the liens and security interests granted under the DIP Facility in favor of the DIP Agent, for the benefit of the DIP Secured Parties, or the Prepetition Liens granted under the Prepetition First Lien Documents in favor of the Prepetition First Lien Trustee and the other Prepetition First Lien Secured Parties provided, however, that an amount equal to the Investigation Fund (as defined herein) may be utilized by any statutorily approved committee, if one is appointed, in the Chapter 11 Cases solely to investigate any such claims, liens, causes of such action, adversary proceedings or other litigation. For purposes of the foregoing, "Carve-

Out Trigger Notice” shall mean a written notice delivered by the DIP Agent to the Debtors, its lead counsel, the United States Trustee, and lead counsel for any committee appointed in the Chapter 11 Cases, delivered upon the occurrence and during the continuance of an Event of Default and acceleration of obligations, stating that the Post-Carve Out Trigger Notice Cap has been invoked. For the avoidance of doubt and notwithstanding anything to the contrary herein, in the DIP Facility, or in any pre-Filing Date loan or financing documents, the Carve-Out shall be senior to all liens and claims securing the DIP Obligations, the Prepetition Secured Obligations and the Adequate Protection Obligations, and any and all other forms of adequate protection, liens or claims securing the DIP Obligations or the Prepetition Secured Obligations. None of the proceeds of the Collateral or the DIP Loans shall be used in connection with the initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against the DIP Secured Parties or their respective officers, directors, employees, agents, advisors and counsel, including with respect to any of the liens created in connection with the DIP Facility.

5. DIP Lender Superpriority Claim. The DIP Agent, for the benefit of the DIP Secured Parties, is hereby granted the DIP Lender Superpriority Claim, which (i) shall be payable from and have recourse to, among other things, the Collateral and (ii) shall not be subject to discharge under section 1141 of the Bankruptcy Code. The DIP Lender Superpriority Claim granted in this paragraph shall be subject and subordinate in priority of payment only to the Carve-Out. Except as expressly set forth herein, unless the DIP Obligations have been satisfied in full in cash, no other superpriority claims shall be granted or allowed in the Chapter 11 Cases.

6. DIP Liens. (a) To secure the DIP Obligations, the DIP Agent, for the benefit of the DIP Secured Parties, is granted hereunder and under the DIP Documents a lien and

security interest in all of the Collateral, including the Prepetition Collateral and Cash Collateral but, in each case subject to the Carve-Out, as follows:

(i) pursuant to section 364(c)(1) of the Bankruptcy Code, joint and several superpriority administrative expense status claims in the Chapter 11 Cases in respect of the DIP Obligations (without the need to file a proof of claim), with priority over any and all other obligations, liabilities and indebtedness against each Debtor, now existing or hereafter arising, of any kind whatsoever, including on the proceeds of any causes of actions under Section 502(d), 544, 545, 547, 548, 549, 550 or 553 of the Bankruptcy Code (collectively, “Avoidance Actions”) following the Final Order Entry Date (but not the Avoidance Actions themselves), and including any and all administrative expenses or other claims of the kind specified in or arising under sections 105, 326, 328, 330, 331, 503(b), 506(c) (following the Final Order Entry Date), 507, 546(c), 552(b), 726, 1113 or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, whether now in existence or hereafter incurred by the Debtors, which claims status shall at all times be senior to the rights of the Debtors, the Debtors’ estates and any successor trustee, estate representative or any creditor, in any of the Chapter 11 Cases or any subsequent cases or proceedings under the Bankruptcy Code, which such DIP Lender Superpriority Claims shall have recourse to and be payable from all prepetition and postpetition assets of the Debtors (including, but not limited to, the Collateral);

(ii) pursuant to section 364(c)(2) of the Bankruptcy Code, valid, enforceable, perfected and unavoidable first-priority liens on, and security interests in, all Collateral of each of the Debtors that is not subject to a valid, perfected, and non-avoidable lien in existence on the Filing Date (as hereinafter defined), which first-priority liens and security interests shall be perfected without necessity of the execution or filing of mortgages, security agreements, pledge agreements, financing statements or other agreements or documents;

(iii) pursuant to section 364(c)(3) of the Bankruptcy Code, valid, enforceable, perfected and unavoidable liens on, and security interests in, all Collateral (other than Collateral described in clause (ii) above and (iv) below, as to which the liens and security interests in favor of the DIP Agent, for the benefit of the DIP Secured Parties, are as described in such clauses) subject to valid and non-avoidable liens and security interests that as of the Filing Date were permitted pursuant to the terms of the Prepetition First Lien Indenture or (with respect to statutory liens) applicable law and which were senior to the Prepetition Liens granted under the Prepetition First Lien Documents and either perfected as of the Filing Date or subsequently perfected pursuant to Section 546(b) of the Bankruptcy Code (collectively, the “Senior Liens”), which Section 364(c)(3) DIP Liens shall be junior to such Senior Liens and shall themselves be perfected without the necessity of the execution or filing of mortgages, security agreements, pledge agreements, financing agreements or other agreements; and

(iv) pursuant to section 364(d)(1) of the Bankruptcy Code, valid, enforceable, perfected and unavoidable first-priority, senior priming liens on, and security interests in, all of the Collateral on which (A) liens or security interests were granted as security for the Prepetition Secured Obligations under the Prepetition Secured Debt Documents or (B) liens or security interests were granted as of the Filing Date that were not permitted pursuant to the terms of the Prepetition First Lien Documents or (with respect to statutory liens) applicable law or which were junior to the Prepetition Liens, all of which existing liens, security interests, rights and interests (the “Primed Liens”) shall be primed by, and made subject and subordinate to, the DIP Liens, which priming DIP Liens shall also prime any liens or security interests granted after the Filing Date to provide adequate protection in respect of any of the Primed Liens, and such priming DIP Liens shall be perfected without necessity of the execution or filing of mortgages, security agreements, pledge agreements, financing statements or other agreements.

(b) The DIP Liens shall be effective immediately upon the Interim Order Entry Date.

(c) Except as provided in this Interim Order or the DIP Documents, the DIP Liens shall not at any time be (i) made subject or subordinated to, or made *pari passu* with, any other lien, security interest, or claim existing as of the Filing Date (other than the Senior Liens), or created under sections 363 or 364(d) of the Bankruptcy Code or otherwise, or (ii) subject to any lien or security interest that is avoided and preserved for the benefit of the Debtors’ estates under section 551 of the Bankruptcy Code.

(d) The DIP Liens shall be and hereby are fully perfected liens and security interests, effective and perfected upon the Interim Order Entry Date without the necessity of execution by the Debtors of mortgages, security agreements, pledge agreements, financing agreements, financing statements, or other agreements or documents, such that no additional steps need be taken by the DIP Secured Parties to perfect such liens and security interests. Subject to entry of the Final Order, and subject to applicable non-bankruptcy law, any provision of any lease, loan document, easement, use agreement, proffer, covenant, license, contract, organizational document, or other instrument or agreement that requires the consent or approval of one or more landlords, licensors, or other parties, or requires the payment of any fees or obligations to any governmental entity, non-governmental entity or any other person, in order for any of the Debtors to pledge, grant, mortgage, sell, assign, or otherwise transfer any fee or leasehold interest or the proceeds thereof or other collateral, shall have no force or effect with respect to the transactions granting the DIP Agent, for the benefit of the DIP Secured Parties, a first-priority lien on and security interest in the Debtors' interest in such fee, leasehold or other interest or other collateral or the proceeds of any assignment, sale or other transfer thereof, by any of the Debtors in favor of the DIP Agent, for the benefit of the DIP Secured Parties, in accordance with the terms of the DIP Loan Agreement and the other DIP Documents.

(e) The DIP Liens, DIP Lender Superpriority Claim, and other rights, benefits, and remedies granted under this Interim Order to the DIP Secured Parties shall continue in the Chapter 11 Cases, in any superseding case or cases under the Bankruptcy Code resulting from conversion of one or more of the Chapter 11 Cases (a "Superseding Case") and following any dismissal of the Chapter 11 Cases, and such

liens, security interests, and claims shall maintain their priority as provided in this Interim Order until all the DIP Obligations have been indefeasibly paid in full in cash and completely satisfied and all of the commitments thereunder have been terminated in accordance with the DIP Documents.

(f) For the avoidance of doubt, to the extent any of the Debtors have previously conveyed title to property (the "VPP Conveyed Interests") pursuant to the VPP Transaction and such VPP Conveyed Interests are not property of any of the Debtors' estates, then such VPP Conveyance Interests are (i) not being pledged as collateral to the DIP Lenders in the form of DIP Liens or to the Adequate Protection Parties in the form of Adequate Protection Liens or otherwise as part of this DIP Financing transaction and (ii) none of the super-priority claims being granted to the DIP Lenders or the Adequate Protection Parties are intended to attach to any VPP Conveyed Interests or the Subject Amounts in each case to the extent such interests do not constitute property of any of the Debtors' estates.

To the extent the liens and security interests granted to EDF Trading North America, LLC or its affiliates ("EDF Liens") by any of the Obligors constitute Senior Liens as defined herein, such EDF Liens shall not be primed hereunder by the DIP Liens, the DIP Lender Superpriority Claims or the Adequate Protection Obligations.

7. Authorization to Use Cash Collateral. Subject to the terms of this Interim Order and the DIP Documents, the Debtors are authorized to use Cash Collateral in which the Prepetition Trustees and the Prepetition Noteholders, under the respective Prepetition Secured Debt Documents, may have an interest, in accordance with the terms, conditions, and limitations

set forth in this Interim Order and the DIP Documents. Any dispute in connection with the use of Cash Collateral shall be heard by the Court. Notwithstanding anything in this Interim Order to the contrary, the Debtors' authority to use Cash Collateral hereunder shall not begin until such time as all conditions precedent to initial borrowing under the DIP Facility have been satisfied and, subject to the notice provision in paragraph 13(b) herein, the Debtors' right to use Cash Collateral hereunder shall terminate without any further action by this Court or the DIP Agent, and the Debtors shall be prohibited, without the necessity of further Court order, from using such Cash Collateral hereunder upon the earliest to occur of (the "Cash Collateral Termination Date"): (a) May 3, 2013 if the Final Order Entry Date shall not have occurred, or (b) the date the DIP Obligations have been accelerated as a result of the occurrence of an Event of Default following the expiration of any applicable grace and notice provision. For the avoidance of doubt, to the extent provided under applicable law, Cash Collateral shall not include any royalty amounts payable to the royalty interest owners or non-operator interest owners to the extent such amounts do not constitute property of any of the Debtor's estates.

8. Fees. All fees paid and payable, and costs and/or expenses reimbursed or reimbursable by the Debtors to the DIP Secured Parties and the Steering Committee under the DIP Documents are hereby authorized, approved and to be paid. The Debtors shall promptly pay all such fees, costs, and expenses on demand, without the necessity of any further application with the Court for approval. Professionals for the DIP Secured Parties and the Steering Committee shall not be required to file fee applications or comply with the fee guidelines for the Office of the United States Trustee for the Western District of Oklahoma (the "U.S. Trustee"); however, each professional shall provide a copy of its fee and expense statement to the U.S. Trustee and counsel for the Creditors' Committee, if any, contemporaneously with the delivery of such fee and expense statement to the Debtors. Notwithstanding anything to the contrary

herein, the fees, costs, and expenses of the DIP Secured Parties and the Steering Committee under the DIP Documents whether incurred prior to or after the Filing Date, including, without limitation, the legal fees and expenses of any professionals retained by the DIP Agent or the Steering Committee in accordance with the DIP Documents, shall be deemed fully earned, indefeasibly paid, non-refundable, irrevocable, and non-avoidable on the date due and payable pursuant to the terms of the DIP Documents and, irrespective of any subsequent order approving or denying the Financing or any other financing pursuant to section 364 of the Bankruptcy Code, fully entitled to all protections of section 364(e) of the Bankruptcy Code. All unpaid fees, costs, and expenses payable under the DIP Documents to the DIP Secured Parties and the Steering Committee shall be included and constitute part of the DIP Obligations and be secured by the DIP Liens.

9. Amendments, Consents, Waivers, and Modifications. The Debtors, with the express written consent of the DIP Agent, acting at the direction of the Required Lenders, and, to the extent required by the DIP Loan Agreement, the letter of credit issuing bank and the requisite number of DIP Lenders, in each case, in compliance with Section 13.01 of the DIP Loan Agreement, may enter into any amendments, consents, waivers, or modifications to the DIP Documents that are not materially adverse to the Debtors without the need for further notice and hearing or any order of this Court; provided, however, that, without the consent of this Court on notice and a hearing, no such amendments, consents, waivers or modifications shall (i) shorten the maturity of the Financing, (ii) increase the commitments thereunder or the rate of interest payable under the DIP Documents, (iii) require the payment of any new or additional fee, or (iv) amend the Events of Default or covenants in the DIP Documents to be materially more restrictive to the Debtors; provided, further, however, that a copy of all amendments, consents, waivers or other modifications shall be filed with the Court and served by the Debtors on the

U.S. Trustee and the Creditors' Committee, if any. No consent shall be implied by any other action, inaction, or acquiescence of any of the DIP Secured Parties.

10. Adequate Protection for the Prepetition Trustees and the Prepetition Noteholders. The Prepetition First Lien Trustee and the Prepetition Second Lien Trustee, for the benefit of themselves and secured parties under the Prepetition First Lien Documents and the Prepetition Second Lien Documents, respectively (collectively, the "Adequate Protection Parties"), shall be granted as adequate protection (collectively, the "Adequate Protection Obligations"), pursuant to sections 361, 507, 363(e), and 364(d)(1) of the Bankruptcy Code or otherwise, in exchange for the consent of the Prepetition Secured Parties to the priming effectuated by the Financing, the consent to the use of the Prepetition Collateral (including Cash Collateral) and the consent to the transactions contemplated by the DIP Facility, in each case, to the extent required by the Prepetition Debt Documents, on account of and to the extent of any diminution in the value (each such diminution, a "Diminution in Value") of the Prepetition Liens of such party resulting from the imposition of the automatic stay, or the use, sale, lease, or grant by the Debtors of the Prepetition Collateral (including, without limitation, Cash Collateral), the priming of the Prepetition Liens and the stay of enforcement of any prepetition security interest arising from section 362 of the Bankruptcy Code, or otherwise, the following:

(a) Adequate Protection Liens. The Adequate Protection Parties shall be granted, for the reasons set forth above in this paragraph 10, effective and perfected as of the Interim Order Entry Date and without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements, a security interest in and lien on all Collateral of the Debtors (together, the "Adequate Protection Liens"), subject and subordinate only to (x) the Carve-Out, (y) the DIP Liens and (z) the Senior Liens. Except with respect to the Carve-Out, the DIP Liens

and the Senior Liens, the Adequate Protection Liens shall not, at any time, be (i) made subject or subordinated to, or made *pari passu* with any other lien, security interest or claim existing as of the Filing Date, or created under sections 363 or 364(d) of the Bankruptcy Code or otherwise or (ii) made subject to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code, but in all cases shall be subject to the Prepetition Intercreditor Agreement.

(b) Superpriority Claim with Respect to the Prepetition Secured Obligations. The Adequate Protection Parties shall be granted, as and to the extent provided by section 507(b) of the Bankruptcy Code, a super-priority administrative expense claim against the Debtors' estates on a joint and several basis, senior to all other super-priority claims and other administrative expense claims except the DIP Lender Superpriority Claim and the Carve-Out (such claim, the "Prepetition Debt Adequate Protection Claims"); provided that, except as provided in clause (c) below, the Prepetition Trustees shall not receive or retain any payments, property or other amounts in respect of such superpriority claims unless and until the DIP Obligations and the Carve-Out have indefeasibly been paid in cash in full; and provided further that the Prepetition Adequate Protection Claims of the Prepetition Second Lien Trustee and the Prepetition Second Lien Noteholders shall not be required to be paid as a condition to confirmation of any plan of reorganization. The Adequate Protection Obligations shall be for the benefit of the secured parties under the Prepetition First Lien Documents on a senior basis and the secured parties under the Prepetition Second Lien Documents on a junior basis in accordance with the priorities set forth in the Prepetition Intercreditor Agreement.

(c) Fees and Expenses of the Prepetition First Lien Secured Parties. The Debtors shall pay all reasonable out-of-pocket expenses incurred by the Prepetition First Lien Trustee and the Backstop Lenders, including, but not limited to, the reasonable fees and disbursements of (i) a single lead counsel, (ii) a single local bankruptcy counsel in connection with the Chapter 11 Cases, (iii) a single financial advisor, (iv) a single independent reserve engineer and (v) any other professional that may be reasonably retained by the Prepetition First Lien Trustee or the Backstop Lenders to effectuate a Sale Transaction, in each case, promptly upon receipt of summary form invoices which may be redacted for privileged information.

(d) Financial Reporting. The Debtors shall provide the Prepetition First Lien Trustee with financial and other reporting consistent with that being provided under the Financing or that is reasonably requested in writing by the Prepetition First Lien Trustee or any Backstop Lender, copies of which shall be delivered to the Prepetition Second Lien Trustee.

(e) Interest. All Prepetition First Lien Obligations, including accrued but unpaid interest, under the Prepetition First Lien owing by the Debtors thereunder shall continue to accrue on the terms thereof, but shall not be payable in cash.

(f) Reservation of Rights. Except as expressly provided herein and in the Prepetition Intercreditor Agreement, nothing contained in this Interim Order (including, without limitation, the authorization to use any Cash Collateral) shall impair or modify any rights, claims or defenses available in law or equity to the Adequate Protection Parties. The consent of the Adequate Protection Parties to the priming of the Prepetition Liens by the DIP Liens (a) is limited solely to the Financing and does not extend to any other postpetition financing the Debtors may subsequently propose to enter

into and (b) does not constitute, and shall not be construed as constituting, an acknowledgement or stipulation by the Adequate Protection Parties that, absent such consent, their respective interests in the Prepetition Collateral would be adequately protected pursuant to this Interim Order. Nothing in the Interim Order shall constitute an admission that the Adequate Protection Parties are not entitled to payment under section 506(b) of the Bankruptcy Code.

11. Perfection of DIP Liens and Adequate Protection Liens. (a) The DIP Agent and the Prepetition Trustees are hereby authorized, but not required, to file or record financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction, or take possession of or control over, or take any other action in order to validate and perfect the liens and security interests granted to them hereunder, in each case, without the necessity to pay any mortgage recording fee or similar fee or tax. Whether or not the DIP Agent on behalf of the DIP Secured Parties, the Prepetition First Lien Trustee on behalf of the Prepetition First Lien Noteholders and the Prepetition Second Lien Trustee on behalf of the Prepetition Second Lien Noteholders shall, in their sole discretion, choose to file such financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or take possession of or control over, or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable, and not subject to challenge, dispute or subordination (other than as provided in the Prepetition Intercreditor Agreement), at the time and on the Interim Order Entry Date. The Debtors shall, if requested, execute and deliver to the DIP Agent, the Prepetition First Lien Trustee, and/or the Prepetition Second Lien Trustee all such agreements, financing statements, instruments and other documents as the DIP Agent, the Prepetition First Lien Trustee, and the Prepetition Second Lien Trustee may

reasonably request to more fully evidence, confirm, validate, perfect, preserve, and enforce the DIP Liens and the Adequate Protection Liens, and all such documents will be deemed to have been recorded and filed as of the Filing Date.

(b) A certified copy of the Interim Order may be filed by the DIP Agent (acting at the direction of the Required Lenders) with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien, or similar instruments, and all filing offices are hereby directed to accept such certified copy of this Interim Order for filing and recording.

12. Access to Collateral. Notwithstanding anything contained herein to the contrary, and without limiting any other rights or remedies of the DIP Secured Parties contained in this Interim Order or the DIP Documents, or otherwise available at law or in equity, and subject to the terms of the DIP Documents, upon five (5) Business Days' written notice to the landlord, lienholder, licensor, or other third party owner of any leased or licensed premises or intellectual property that an Event of Default under the DIP Documents or a default by any of the Debtors of any of their obligations under this Interim Order has occurred and is continuing, the DIP Agent (i) may, only subject to any separate agreement by and between the applicable landlord or licensor (the terms of which shall be reasonably acceptable to the parties thereto), enter upon any leased or licensed premises of any of the Debtors for the purpose of exercising any remedy with respect to Collateral located thereon and (ii) subject to applicable law, shall be entitled to all of the Debtors' rights and privileges as lessee or licensee under the applicable license and to use any and all trademarks, trade-names, copyrights, licenses, patents or any other similar assets of the Debtors, which are owned by or subject to a lien or license of any third party and which are used by the Debtors in their businesses, in either the case of subparagraph (i) or (ii) of this paragraph without interference from lienholders or licensors thereunder; provided,

however, that the DIP Agent shall pay only rent and additional rent, fees, royalties or other obligations of the Debtors that first arise after the DIP Agent's written notice referenced above and that are payable during the period of such occupancy or use by the DIP Agent, as the case may be, calculated on a *per diem* basis. To the extent applicable law prohibits the forgoing access or use of rights, the DIP Agent shall have the right to an expedited hearing on five (5) Business Days' notice to obtain Court authorization to obtain such access and/or use of such rights. Nothing herein shall require the Debtors or the DIP Agent to assume or assign any lease or license under section 365(a) of the Bankruptcy Code as a precondition to the rights afforded to the DIP Agent in this paragraph.

13. Automatic Stay Modified. The automatic stay provisions of section 362 of the Bankruptcy Code hereby are vacated and modified without the need for any further order of this Court to:

(a) whether or not an Event of Default under the DIP Documents has occurred, (i) require proceeds from Collateral and other collections received by any of the Debtors to be deposited in accordance with the requirements of the DIP Documents, and to apply any amounts so deposited and other amounts paid to or received by the DIP Secured Parties under the DIP Documents in accordance with any requirements of the DIP Documents, and (ii) require mandatory prepayments in accordance with the requirements of the DIP Documents, in each case, without further order of this Court; and

(b) following an Event of Default under the DIP Documents, allow the DIP Agent to exercise any and all of their rights and remedies in accordance with the terms of the DIP Documents, and to take all actions required or permitted by the DIP Documents without necessity of further Court orders; provided that the DIP Agent

shall give not less than five (5) Business Days' prior notice to the Borrower, the U.S. Trustee and the Creditors' Committee, if any, of such action; provided, further, however, that this Interim Order shall not prejudice the rights of any party-in-interest to oppose the exercise of the DIP Secured Parties' remedies; provided, further, that the only issue that may be raised by any entity in opposition thereto shall be whether an Event of Default has in fact occurred and is continuing.

14. Subsequent Reversal or Modification. This Interim Order is entered pursuant to, *inter alia*, section 364 of the Bankruptcy Code, and Bankruptcy Rules 4001(b) and (c), granting the DIP Secured Parties all protections afforded by section 364(e) of the Bankruptcy Code. If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed, that action will not affect (i) the validity of any obligation, indebtedness or liability incurred hereunder by any of the Debtors to the DIP Secured Parties prior to the date of receipt by the DIP Agent of written notice of the effective date of such action, (ii) the payment of any fees required under this Interim Order or the DIP Documents, and/or (iii) the validity and enforceability of any lien, claim, obligation, right, remedy or priority authorized or created under this Interim Order or pursuant to the DIP Documents as of such date. Notwithstanding any such reversal, stay, modification, or vacatur, any postpetition indebtedness, obligation or liability incurred by any of the Debtors to any of the DIP Secured Parties, prior to written notice being delivered to the DIP Agent of the effective date of such action, shall be governed in all respects by the original provisions of this Interim Order unless the Final Order has been entered, in which case the Final Order shall govern, and the DIP Secured Parties shall be entitled to all the rights, remedies, privileges, and benefits granted herein and in the DIP Documents with respect to all such indebtedness, obligations or liability.

15. Restriction on Use of Lenders' Funds. Notwithstanding anything herein to the contrary, no Collateral, proceeds thereof, Cash Collateral, Prepetition Collateral, proceeds thereof, proceeds of the Financing, or any portion of the Carve-Out may be used by any of the Debtors, the Debtors' estates, any Creditors' Committee, any trustee or examiner appointed in the Chapter 11 Cases or any chapter 7 trustee, or any other person, party or entity to, in any jurisdiction anywhere in the world, directly or indirectly to (a) request authorization to obtain postpetition financing (whether equity or debt) or other financial accommodations pursuant to section 364(c) or (d) of the Bankruptcy Code, or otherwise, other than (i) from the DIP Agent or (ii) if such financing is sufficient to indefeasibly pay all DIP Obligations in full in cash and such financing is immediately so used; (b) assert, join, commence, support, investigate, or prosecute any action for any claim, counter-claim, action, cause of action, proceeding, application, motion, objection, defense, or other contested matter seeking any order, judgment, determination, or similar relief against, or adverse to the interests of, in any capacity, the Releasees, with respect to any transaction, occurrence, omission, or action, including, without limitation, (i) any action arising under the Bankruptcy Code against a Releasee; (ii) any so-called "lender liability" claims and causes of action against a Releasee; (iii) any action with respect to the legality, enforceability, validity, extent, perfection, and priority of the DIP Obligations, the DIP Lender Superpriority Claims, the DIP Documents, the Adequate Protection Obligations, the Prepetition First Lien Obligations, or the Prepetition First Lien Documents, or the legality, enforceability, validity, extent, perfection, and priority of the DIP Liens, the Prepetition First Priority Liens, or the Adequate Protection Liens; (iv) any action seeking to invalidate, set aside, avoid, reduce, set off, offset, recharacterize, subordinate (whether equitable, contractual, or otherwise), recoup against, disallow, impair, raise any defenses, cross-claims, or counter claims or raise any other challenges under the Bankruptcy Code or any other applicable domestic or foreign law or

regulation against or with respect to the DIP Liens, DIP Obligations, the DIP Lender Superpriority Claims, the Prepetition First Priority Liens, the Prepetition First Lien Obligations, the Adequate Protection Obligations, or any other obligations under the Prepetition First Lien Documents in whole or in part; (v) appeal or otherwise challenge this Interim Order, the DIP Documents, or any of the transactions contemplated herein or therein; and/or (vi) any action that has the effect of preventing, hindering, or delaying (whether directly or indirectly) the DIP Secured Parties', the Prepetition First Lien Trustee's, or the Prepetition First Lien Noteholders' rights in respect of their respective liens on and security interests in the Collateral or the Prepetition Collateral or any of their rights, powers, or benefits hereunder or in the Prepetition First Lien Documents or the DIP Documents anywhere in the world; (c) seek to modify any of the rights granted (i) to the DIP Secured Parties hereunder or under the DIP Documents or (ii) to the Prepetition First Lien Trustee or the Prepetition First Lien Noteholders hereunder or under the Prepetition First Lien Documents and/or (d) pay any claim of a prepetition creditor except as permitted under the DIP Documents; provided, however, that subject to the Final Order, the Creditors' Committee, if any, may use (in accordance with the DIP Documents) up to \$25,000 (the "Investigation Fund") to investigate (the "Investigation") the liens and claims of, and claims against, the Prepetition Trustees and the Prepetition Noteholders in respect of the Prepetition Secured Debt Documents applicable to each of the foregoing parties, but may not use the Investigation Fund to initiate, assert, join, commence, support, or prosecute any actions or discovery with respect thereto. The DIP Agent reserves the right to object to, contest, or otherwise challenge any claim incurred in connection with any activities described in subparagraph (b) of this paragraph 15 (other than as permitted in connection with the Investigation in an amount not exceeding such Investigation Fund) on the ground that such claim

should not be allowed, treated, or payable as an administrative expense claim for purposes of section 1129(a)(9)(A) of the Bankruptcy Code.

16. Claims Stipulation Investigation Period Reservation of Rights. The stipulations and release set forth in paragraph E of this Interim Order (together the “Stipulation and Release”) shall not be binding on any person or entity, other than the Debtors, until the earlier of (i) the expiration of the sixty (60) day period from the date of the appointment of the Creditors’ Committee and (ii) the expiration of the seventy-five (75) day period from the Filing Date, in either case for all parties in interest, including the Creditors’ Committee, if any, to investigate the accuracy of the Stipulation and Release (in each case, as such date may be extended with the consent of the Requisite Lenders or by the Court for cause shown, the “Investigation Termination Date”). Notwithstanding anything herein to the contrary, nothing contained in this paragraph 16 shall alter the restrictions contained in paragraph 15 hereof. Any assertion of claims or causes of action of the Debtors or their estates against any of the Prepetition Secured Parties must be made on or before the Investigation Termination Date by (i) filing a motion to obtain standing to pursue such an action (which motion attaches the complaint or pleading that would initiate such action) or (ii) if standing exists, properly commencing an adversary proceeding. If no such action or motion is filed on or before the Investigation Termination Date, all persons and entities shall be forever barred from bringing or taking such action and the Stipulations and Release shall be permanently and irrevocably binding upon all persons and entities. Any part of the Stipulation and Release that is not expressly challenged in an adversary proceeding (or with respect to which authority to obtain standing has not been requested as set forth above) before the Investigation Termination Date shall remain in full force and effect and shall permanently and irrevocably bind all entities and persons, despite the filing of any other adversary proceeding or motion in accordance with this paragraph.

Notwithstanding anything to the contrary herein, if prior to the Investigation Termination Date the Chapter 11 Cases are converted to chapter 7 or if a trustee is appointed in the Chapter 11 Cases, the Investigation Termination Date shall be extended for an additional 60 days from the date of the conversion of the Chapter 11 Cases to chapter 7 or the date of the appointment of the chapter 11 trustee, as applicable.

17. Collateral Rights. Except as expressly permitted in this Interim Order or the DIP Documents, in the event that any person or entity that holds a lien on or security interest in Collateral of the Debtors' estates, or Prepetition Collateral that is junior and/or subordinate to the DIP Liens or Prepetition First Priority Liens receives or is paid the proceeds of such Collateral or Prepetition Collateral, prior to indefeasible payment in full in cash and the complete satisfaction of all DIP Obligations under the DIP Documents and the Prepetition First Lien Obligations under the Prepetition First Lien Documents, and termination of the commitments under the DIP Documents, such junior or subordinate lienholder shall be deemed to have received, and shall hold, the proceeds of any such Collateral or Prepetition Collateral of the Debtors' estates, in trust for the DIP Lenders, and shall immediately turnover such proceeds to the DIP Agent for application in accordance with the DIP Documents and this Interim Order.

18. Prohibition on Additional Liens. Except as provided in the DIP Documents or this Interim Order, the Debtors shall be enjoined and prohibited from, at any time during the Chapter 11 Cases until such time as the DIP Obligations have been indefeasibly paid in full, granting liens on or security interests in the Collateral or any portion thereof to any other entities, pursuant to section 364(d) of the Bankruptcy Code or otherwise, which liens are junior to, senior to, or *pari passu* with the DIP Liens, the Adequate Protection Liens and the Prepetition Liens.

19. No Waiver. This Interim Order shall not be construed in any way as a waiver or relinquishment of any rights that any of the DIP Secured Parties or the Prepetition First Lien Trustee or the Prepetition First Lien Noteholders may have to bring or be heard on any matter brought before this Court.

20. Sale/Conversion/Dismissal/Plan. (a) No order providing for either the sale of the ownership of the stock of the of the Debtors or the sale of all or substantially all of the assets of the Debtors under section 363 of the Bankruptcy Code shall be entered by the Court unless, in connection and concurrently with any such event, (i) the proceeds of such sale shall be used to satisfy, in cash, the DIP Obligations in full; (ii) such sale is expressly permitted under the DIP Documents; or (iii) the Required Lenders and the DIP Agent (acting at the direction of the Required Lenders) otherwise consent.

(b) If an order dismissing or converting any of these cases under sections 305 or 1112 of the Bankruptcy Code or otherwise or an order appointing a chapter 11 trustee or an examiner with expanded powers is at any time entered, and unless otherwise agreed to by the DIP Agent (acting at the direction of the Required Lenders), such order shall provide that, in each case subject to the Carve-Out, (i) the DIP Liens, the DIP Lender Superpriority Claim, the Adequate Protection Obligations, the DIP Obligations and the DIP Documents shall continue in full force and effect, remain binding on all parties-in-interest, and maintain their priorities as provided in this Interim Order until all DIP Obligations and Adequate Protection Obligations granted to the Prepetition First Lien Trustee and the Prepetition First Lien Noteholders hereunder are indefeasibly paid in full in cash and completely satisfied and the commitments under the DIP Documents are terminated in accordance with the DIP Documents, (ii) to the extent permitted by applicable law, this Court shall retain jurisdiction, notwithstanding such

dismissal, for purposes of enforcing the DIP Liens, the Adequate Protection Liens, the DIP Lender Superpriority Claims, and the Adequate Protection Obligations and (iii) all postpetition indebtedness, obligation or liability incurred by any of the Debtors to the DIP Secured Parties or the Prepetition Secured Parties prior to the date of such order, including, without limitation, the DIP Obligations, shall be governed in all respects by the original provisions of this Interim Order unless the Final Order has been entered, in which case the Final Order shall govern, and the DIP Secured Parties and the Prepetition Secured Parties shall be entitled to all the rights, remedies, privileges, and benefits granted herein and in the DIP Documents with respect to all such indebtedness, obligation or liability.

21. Priority of Terms. To the extent of any conflict between or among (a) the express terms or provisions of any of the DIP Documents, the Motion, any other order of this Court, or any other agreements, on the one hand, and (b) the terms and provisions of this Interim Order, on the other hand, unless such term or provision herein is phrased in terms of “as defined in” or “as more fully described in” the DIP Documents or words of similar import, the terms and provisions of this Interim Order shall govern.

22. No Third Party Beneficiary. Except as explicitly set forth herein, no rights are created hereunder for the benefit of any third party, any creditor or any direct, indirect or incidental beneficiary.

23. Rights Under Sections 363(k) and 1129(b). Subject to entry of the Final Order, the full amount of the DIP Obligations and the Prepetition First Lien Obligations may be used to “credit bid” for the assets and property of the Debtors as provided for in section 363(k) of the Bankruptcy Code, in accordance with the terms of the DIP Documents and Prepetition First Lien Documents without the need for further Court order authorizing the same and whether such

sale is effectuated through section 363(k) and/or section 1129(b) of the Bankruptcy Code or otherwise because, among other things, the denial of such rights would result in the Prepetition First Lien Obligations not receiving the indubitable equivalent of their claims.

24. Proofs of Claim. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, neither the Prepetition First Lien Trustee nor any Prepetition First Lien Noteholder shall be required to file any proof of claim with respect to any of the Prepetition First Lien Obligations or any obligations hereunder, all of which shall be due and payable in accordance with the Prepetition First Lien Debt Documents or this Interim Order, as applicable, without the necessity of filing any such proof of claim, and the failure to file any such proof of claim shall not affect the validity or enforceability of any such Prepetition First Lien Debt Documents, this Interim Order, the Prepetition First Lien Obligations or any other obligations hereunder, or prejudice or otherwise adversely affect the rights, remedies, powers, or privileges of the Prepetition First Lien Trustee or the Prepetition First Lien Noteholders under the applicable Prepetition First Lien Debt Documents or this Interim Order; provided, further, that, for the avoidance of doubt, the filing of any proof of claim by the Prepetition First Lien Trustee or any Prepetition First Lien Noteholder shall not in any way prejudice or otherwise adversely affect such parties' rights, remedies, powers, or privileges under the Prepetition First Lien Debt Documents or this Interim Order.

25. Best Efforts. If requested to do so by the DIP Agent (acting at the direction of the Required Lenders), the Debtors shall use their best efforts (subject to applicable law, including, without limitation, the Debtors' fiduciary duties thereunder) to assist and cooperate with the sale of the Collateral.

26. Headings. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Interim Order.

27. Final Hearing Date. The Final Hearing to consider the entry of the Final Order approving the relief sought in the Motion shall be held on April 18, 2013 at 1:30 p.m.. (CT) before the Honorable Sarah A. Hall at the United States Bankruptcy Court for the Western District of Oklahoma.

28. No Consent. No action, inaction or acquiescence by the DIP Secured Parties, the Prepetition First Lien Trustee or the Prepetition First Lien Noteholders, including funding the Debtors' ongoing operations under this Interim Order, shall be deemed to be or shall be considered as evidence of any alleged consent by the DIP Secured Parties, the Prepetition First Lien Trustee or the Prepetition First Lien Noteholders to a charge against the Collateral pursuant to sections 506(c), 552(b) or 105(a) of the Bankruptcy Code. None of the DIP Secured Parties shall (and subject to the Final Order, none of the Prepetition First Lien Trustee or the Prepetition First Lien Noteholders shall) be subject in any way whatsoever to the equitable doctrine of "marshaling" or any similar doctrine with respect to the Collateral. Subject to entry of the Final Order, the "equities of the case" exception of section 552(b) of the Bankruptcy Code shall not apply to the Prepetition First Lien Trustee or the Prepetition First Lien Noteholders with respect to the Prepetition Secured Debt Documents and/or the Collateral.

29. Waiver. Effective upon entry of the Final Order, no person or entity shall be entitled, directly or indirectly, to, except as expressly provided by paragraph 4 of this Interim Order with respect to the Carve-Out, charge or recover from the Collateral, whether by operation of section 506(c) of Bankruptcy Code, sections 105 or 552(b) of the Bankruptcy Code, or otherwise, or direct the exercise of remedies or seek (whether by order of this Court or

otherwise) to marshal or otherwise control the disposition of Collateral or Property after an Event of Default under the DIP Documents, or termination or breach under the DIP Documents or this Interim Order.

30. Adequate Notice. The notice given by the Debtors of the Interim Hearing was given in accordance with Bankruptcy Rules 2002 and 4001(c)(2) and the Local Bankruptcy Rules. Under the circumstances, no further notice of the request for the relief granted at the Interim Hearing is required. The Debtors shall promptly mail copies of this Interim Order and notice of the Final Hearing to (i) the Notice Parties (as defined herein); (ii) the twenty largest unsecured creditors in each of the Chapter 11 Cases; (iii) the Securities and Exchange Commission; (iv) the Internal Revenue Service; and (v) any other person or entity that has requested notice under Bankruptcy Rule 2002 within five (5) Business Days of the Interim Order Entry Date. Any objection to the relief sought at the Final Hearing shall be made in writing setting forth with particularity the grounds thereof, and filed with the Court and served so as to be actually received no later than five (5) days prior to the Final Hearing on the following: (i) counsel to the Debtors, Andrews Kurth LLP, 600 Travis, Suite 4200, Houston, Texas 77002, Attn: David Zdunkewicz and Tad Davidson; (ii) counsel to the DIP Agent, Edwards Wildman Palmer LLP, 750 Lexington Avenue, New York, NY 10002, Attn: Steven B. Smith; (iii) co-counsel to the Steering Committee of Prepetition First Lien Noteholders and the Back-Stop Lenders, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, Attn: Andrew Rosenberg and Brian Hermann, and McAfee & Taft, Two Leadership Square, 211 N. Robinson, Oklahoma City, Oklahoma 73102, Attn: Steven Bugg; (iv) the Office of the United States Trustee; (v) the Prepetition First Lien Trustee; (vi) the Prepetition Second Lien Trustee; (vii) the indenture trustee for the 4.5% Convertible Notes; (viii) the indenture trustee for the Senior Notes Due 2019; (ix) Brown Rudnick, LLP, as counsel

to certain Prepetition Second Lien Noteholders; and (x) any counsel to the Creditors' Committee, if one has been appointed (collectively, the "Notice Parties"). In light of the expedited nature of the relief requested herein and the irreparable harm to the Debtors that may ensue if the relief requested is not granted, the Debtors submit that no further notice need be given and that the notice provided by the Debtors is sufficient.

31. Binding Effect Successors and Assigns. The DIP Documents and the provisions of this Interim Order, including all findings herein, shall be binding upon all parties-in-interest in these Chapter 11 Cases, including, without limitation, the Debtors, the DIP Secured Parties, the Prepetition Trustees, the Prepetition Noteholders, any Creditors' Committee or examiner appointed in these Chapter 11 Cases, and the Debtors, and their respective successors and assigns (including any trustee or fiduciary hereinafter appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors) whether in these Chapter 11 Cases, in any Successor Cases, or upon any dismissal of any such chapter 11 or chapter 7 case and shall inure to the benefit of the DIP Secured Parties, the Prepetition Trustees and the Prepetition Noteholders, and the Debtors, and their respective successors and assigns, provided, however, that the Debtors' authorization to use of Cash Collateral hereunder, any consents thereto provided herein and the agreement of the DIP Secured Parties to extend financing under the DIP Documents, in each case, shall terminate upon the appointment of any chapter 7 or 11 trustee, examiner with expanded powers, or similar responsible person appointed for the estates of the Debtors. In determining to make any loan (whether under the DIP Loan Agreement, a promissory note, or otherwise), to permit the use of Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this Interim Order or the DIP Documents, the DIP Secured Parties, the Prepetition Trustees and the Prepetition Noteholders shall not (i) subject to entry of the Final Order, be deemed to be in control of the

operations of the Debtors, or (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates. Each stipulation, admission and agreement contained in this Interim Order shall also be binding upon all persons and entities under all circumstances and for all purposes.

32. Retention of Jurisdiction. This Court has and will retain jurisdiction to enforce this Interim Order according to its terms.

APPROVED FOR ENTRY:

s/ William H. Hoch

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