IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
NEW GULF RESOURCES, LLC, *et al*.	)	Case No. 15-12566 (BLS)
Debtors.[1]	)	Jointly Administered
	)	**Re: Docket No. 25, 26, & 204**

NOTICE OF FILING OF OMNIBUS AMENDMENT TO BACKSTOP NOTE PURCHASE AGREEMENT AND RESTRUCTURING SUPPORT AGREEMENT

PLEASE TAKE NOTICE that on December 17, 2015, the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors") filed the *Debtors' Motion for (I) Authority to Assume the Backstop Note Purchase Agreement, (II) Approval of (A) the Put Option Notes, (B) the Liquidated Damages Payment, (C) Transaction Expenses, and (D) Indemnification Obligations, and (III) (A) Approving Procedures for Rights Offering and (B) Authorizing the Debtors to Conduct the Rights Offering in Connection With the Debtors Joint Plan of Reorganization* [Docket No. 25] (the "Backstop Motion").[2] A copy of the Backstop Agreement (as defined in the Backstop Motion) was attached as Exhibit A to the Backstop Motion.

PLEASE TAKE FURTHER NOTICE that on December 17, 2015, the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors") filed the *Debtors' Motion for (I) Authority to Assume the Backstop Note Purchase Agreement, (II) Debtors' Motion for Authorization to Assume (I) Restructuring Support Agreement and (II) Pay and Reimburse Related Fees and Expenses* [Docket No. 26] (the "RSA Motion"). A copy of the RSA (as defined in the RSA Motion) was attached as Exhibit B to the RSA Motion.

PLEASE TAKE FURTHER NOTICE that the Debtors have entered into an omnibus amendment to the Backstop Agreement and RSA, which is attached hereto as Exhibit 1 (the "Omnibus Amendment")**.** For the convenience of the Court and parties in interest, a blackline of the Omnibus Amendment against the draft of that document filed with the Court on January 21, 2016 [*see* Docket No. 204] is attached hereto as Exhibit 2.

PLEASE TAKE FURTHER NOTICE that the Debtors intend to seek approval of the Backstop Agreement and RSA, as amended by the Omnibus Amendment, subject to any

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: NGR Holding Company LLC (1782), New Gulf Resources, LLC (1365); NGR Finance Corp. (5563) and NGR Texas, LLC (a disregarded entity for tax purposes). The Debtors' mailing address is 10441 S. Regal Boulevard, Suite 210, Tulsa, Oklahoma 74133.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

further changes that are made prior to the hearing (the "Hearing") on the Backstop Motion and RSA Motion. The Hearing is currently scheduled for **February 4, 2016 at 1:30 p.m. (prevailing Eastern Time)**, and the Debtors reserve all rights to further modify the Backstop Motion and RSA at or prior to the Hearing.

Dated: February 1, 2016
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Ryan M. Bartley

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Counsel for Debtors and Debtors in Possession

EXHIBIT 1

Omnibus Amendment

Execution Copy

FIRST OMNIBUS AMENDMENT TO RESTRUCTURING SUPPORT AGREEMENT AND BACKSTOP NOTE PURCHASE AGREEMENT

This FIRST OMNIBUS AMENDMENT TO RESTRUCTURING SUPPORT AGREEMENT AND BACKSTOP NOTE PURCHASE AGREEMENT (this "Amendment"), dated as of January 27, 2016, and effective as of January 4, 2016, is entered into by and among (i) NGR Holding Company LLC (as a debtor in possession and a reorganized debtor, as applicable, "NGR Holding"), New Gulf Resources, LLC (as a debtor in possession and a reorganized debtor, as applicable, "New Gulf"), and each of the undersigned direct and indirect subsidiaries of NGR Holding and New Gulf (each as a debtor in possession and a reorganized debtor, as applicable, and together with NGR Holding and New Gulf, the "Debtors"), (ii) certain beneficial holders, or investment advisors or managers for the account of certain beneficial holders of the Second Lien Notes that are Supporting Noteholders under the Restructuring Support Agreement referred to below (collectively, the "Amending Supporting Noteholders", and together with the Debtors, the "Amending RSA Parties"), and (iii) certain entities and/or their investment advisors, managers, managed funds or accounts, intermediaries or nominees that are Backstop Parties under the Backstop Agreement referred to below (collectively, the "Amending Backstop Parties", and together with the Debtors, the "Amending Backstop Agreement Parties"). Each of the Debtors, the Amending Supporting Noteholders and the Amending Backstop Parties is referred to herein individually as an "Amending Party" and collectively as the "Amending Parties".

RECITALS

WHEREAS, the Debtors and the Amending Supporting Noteholders are party to that certain Restructuring Support Agreement, dated as of December 17, 2015 (as amended, modified or supplemented in accordance with the terms thereof, the "RSA"; the parties to the RSA, collectively, the "RSA Parties"), and the Debtors and the Amending Backstop Parties are party to that certain Backstop Note Purchase Agreement, dated as of December 17, 2015 (as amended, modified or supplemented in accordance with the terms thereof, the "Backstop Agreement"; the parties to the Backstop Agreement, collectively, the "Backstop Agreement Parties", and together with the RSA Parties, the "Parties");

WHEREAS, the RSA and the Backstop Agreement contemplate a restructuring of the Debtors to be implemented through a chapter 11 plan of reorganization consistent with the terms and conditions of the RSA and the Exhibit Plan attached thereto (such Exhibit Plan as it may be amended, modified or supplemented by mutual agreement of the Debtors and the Requisite Supporting Noteholders, the "Plan");

WHEREAS, in accordance with the RSA and the Backstop Agreement, on December 17, 2015, each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended, the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"); and

WHEREAS, the Amending RSA Parties have agreed, in accordance with the RSA and subject to the terms and conditions set forth herein, to amend the RSA as hereinafter provided, and the Amending Backstop Agreement Parties have agreed, in accordance with the Backstop

Agreement and subject to the terms and conditions set forth herein, to amend the Backstop Agreement as hereinafter provided.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Amending Parties, intending to be legally bound, agree as follows, with respect to the RSA and/or the Backstop Agreement, as applicable for each Amending Party:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the RSA or the Backstop Agreement, as applicable.

2. Amendments to the RSA. Effective as of the Amendment Effective Date referred to in Section 4 below, the RSA is hereby amended as follows:

2.1. The definition of "DIP Facility Motion" is hereby replaced in full with the following:

> ""DIP Facility Motion" or "DIP Motion" means the motion and the proposed form of interim and final orders, to be filed by the Company with the Bankruptcy Court, seeking approval of the DIP Facility, each of which shall be in form and substance satisfactory to the Requisite Supporting Noteholders;"

2.2. The definition of "Joinder" is added to the list of definitions in Section 1 as follows:

> ""Joinder" has the meaning given to such term in Section 14 hereof;"

2.3. The first sentence of Section 3 is hereby amended by deleting the reference to "Section 10" and inserting in its place "Sections 9 and 10."

2.4. Section 3(f) is hereby deleted in its entirety and Sections 3(g) and 3(h) are hereby renumbered as Sections 3(f) and 3(g), respectively.

2.5. Section 9 is hereby amended by deleting the words "Section 5(o) and."

2.6. The first sentence of Section 12 is hereby replaced in full with the following:

> "The Supporting Noteholders severally but not jointly represent and warrant that, as of the date hereof (or as of the date a Supporting Noteholder becomes a party hereto):"

2.7. Section 12(b) is hereby amended by deleting the phrase "As of the date hereof," and capitalizing the next word "With."

2.8. Section 14 is hereby replaced in full with the following:

14. Transfer Restrictions; Joinders.

During the RSA Support Period, no Supporting Noteholder shall (i) sell, assign, transfer, permit the participation in, or otherwise dispose of any interest (including any beneficial ownership) in such Supporting Noteholder's Second Lien Note Claims or Subordinated Note Claims, in whole or in part, or (ii) grant any proxies, deposit any of such Supporting Noteholder's interests in a Second Lien Note Claim or Subordinated Note Claim, into a voting trust, or enter into a voting agreement with respect to any such claims (collectively, the actions described in clauses (i) and (ii), a "Transfer"), unless it satisfies the following requirements (a transferee that satisfies such requirements, a "Permitted Transferee," and such Transfer, a "Permitted Transfer"):

a. the transferee thereof either (A) is already a Supporting Noteholder (in which case, the acquiring Supporting Noteholder's obligations hereunder shall automatically extend to the additional Second Lien Notes or Subordinated Notes so acquired), or (B) prior to such Transfer, agrees in writing for the benefit of the Parties to become a Supporting Noteholder and to be bound by all of the provisions of this Agreement applicable to Supporting Noteholders (including with respect to any and all Second Lien Notes or Subordinated Notes it may already hold) by executing a joinder to this Agreement substantially in the form attached hereto as **Exhibit E** (a "Joinder") and delivering an executed copy thereof to the Company and Stroock; and

b. the intended transferee executes and delivers to counsel to the Company and Stroock on the terms set forth below an executed form of the transfer agreement acceptable to the Requisite Supporting Noteholders and the Company (a "Transfer Agreement") before such Transfer is effective, it being understood that any Transfer shall not be effective until notification of such Transfer and a copy of the executed Transfer Agreement is received by counsel to the Company and Stroock, in each case, on the terms set forth herein.

Upon any such Permitted Transfer, (1) such Permitted Transferee shall be deemed to be a Supporting Noteholder with respect to such transferred Second Lien Notes and/or Subordinated Notes (and any and all Second Lien Notes and/or Subordinated Notes it already may hold prior to such Transfer), and (2) the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement solely to the extent of such transferred Second Lien Notes and/or Subordinated Notes (without, however, affecting its obligations under the Backstop Agreement or the DIP Commitment).

Notwithstanding anything to the contrary herein, (i) the foregoing provisions shall not preclude any Supporting Noteholder from transferring Second Lien Note Claims and Subordinated Note Claims to any related funds, managed accounts, affiliates or any other entity that it controls, is controlled by or is under common control with such Supporting Noteholder (each, a "Noteholder Affiliate"), which Noteholder Affiliate shall be automatically bound by the RSA upon the transfer of such Second Lien Note Claims or Subordinated Note Claims, provided that such entity shall execute a Joinder hereto and notice shall be provided to Stroock, and (ii) a Qualified Marketmaker[1] that acquires any of the Second Lien Notes, Subordinated Notes, or other claims against or interests in the Company with the purpose and intent of acting as a Qualified Marketmaker for such Second Lien Notes, Subordinated Notes, or other claims against or interests in the Company, shall not be required to execute and deliver to counsel a Transfer Agreement or a Joinder or otherwise agree to be bound by the terms and conditions set forth in this RSA if such Qualified Marketmaker transfers such claims or interests (by purchase, sale, assignment, participation, or otherwise) within five business days of its acquisition to a Supporting Noteholder or a Permitted Transferee that executes a Joinder and a Transfer Agreement and the transfer otherwise is a Permitted Transfer.

This RSA shall in no way be construed to preclude a Supporting Noteholder or any of its Noteholder Affiliates from acquiring additional Second Lien Notes, Subordinated Notes or any other claim against or interests in the Company. To the extent any Supporting Noteholder (i) acquires additional Second Lien Note Claims or Subordinated Note Claims, (ii) holds or acquires any other claims against the Company entitled to vote on the Plan, or (iii) holds or acquires any equity interests in the Company entitled to vote on the Plan, then, in each case, each such Supporting Noteholder shall promptly notify Stroock of such holdings and/or acquisition (including the amount of same) and each such Supporting Noteholder agrees that such claims or equity interests shall automatically be deemed subject to this Agreement (regardless of when or whether notice of such holding and/or acquisition is given), and that, for the duration of the RSA Support Period, it shall vote (or cause to be voted) any such additional claims or equity interests entitled to vote on the Plan (in each case, to the extent still held by it or on its behalf at the time of such vote) in a manner consistent with this Section 14 and Section 4 hereof.

Any Transfer made by a Supporting Noteholder in violation of this provision shall be void *ab initio*, and the Company and the other Supporting Noteholders shall have the right to enforce the voiding of such Transfer. Any Supporting Noteholder that effectuates a Permitted Transfer to a Permitted

[2] As used herein, the term "Qualified Marketmaker" means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers Claims of the Company (or enter with customers into long and short positions in Claims against the Company), in its capacity as a dealer or market maker in claims against the Company and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

Transferee shall have no liability under this RSA arising from or related to the failure of the Permitted Transferee to comply with the terms of this RSA; *provided*, *however*, that such Transfer shall not release any Supporting Noteholder who is also a Backstop Party or a DIP Lender from its obligations under such Backstop Party's Backstop Commitment or DIP Commitment (as applicable), it being understood that any Transfer of Backstop Commitments or DIP Commitments shall be governed by the Backstop Agreement and the DIP Commitment Letter or the DIP Credit Agreement (as applicable).

With the prior written consent of the Requisite Supporting Noteholders, additional Noteholders may become Supporting Noteholders under this Agreement by executing a Joinder and delivering the executed Joinder to Stroock and counsel to the Company. Each such additional Noteholder shall thereafter be deemed to be, and shall have the rights and obligations of, a Supporting Noteholder and a Party for all purposes under the terms of and pursuant to this Agreement.

2.9. Section 15(d)(iv) and Section 15(d)(v) are each hereby amended by deleting the reference to "thirty (30) calendar days" and inserting in its place "fifty (50) calendar days."

2.10. Section 28 is hereby replaced in full with the following:

28. Amendments. Except as otherwise expressly set forth herein, this RSA, the Plan, any exhibits or schedules hereto or thereto, and the Definitive Documents may not be waived, modified, amended, or supplemented without the written consent of (i) the Company and (ii) the Requisite Supporting Noteholders; *provided*, *however*, that (a) any increase or decrease in the DIP Commitment (as defined in the DIP Commitment Letter) or the Backstop Commitment (as defined in the Backstop Agreement) of any Supporting Noteholder, (b) any increase or decrease in the allocation of all or a portion of the DIP Payment (as defined in the DIP Commitment Letter) or the Put Option Notes (as defined in the Backstop Agreement) to any Supporting Noteholder, (c) any increase or decrease in the interest rate under the DIP Credit Agreement, or (d) any increase or decrease in the interest rate, conversion rate or premium amount due under the New First Lien Notes, shall, in each case, require the written consent of each affected Supporting Noteholder; *provided further*, *however*, that any amendment, modification or waiver to the Plan or the Plan Supplement that would materially adversely affect the rights or increase the obligations of any Supporting Noteholder thereunder in a manner that is disproportionate to the comparable rights and obligations of the other Supporting Noteholders thereunder in relation to their respective rights and obligations immediately prior to such amendment, modification or waiver (without regard to any effect resulting from (x) the individual tax or other circumstances of the Supporting Noteholders, or (y) any differences in the respective percentages of ownership of Second Lien Notes, Subordinated Notes or other claims against or interests in the Debtors held by the Supporting Noteholders) shall require the written consent of such Supporting Noteholder; *provided further*, *however*, that (1) any waiver, modification, amendment or

supplement to this Section 28 shall require the written consent of the Company and each of the Supporting Noteholders, and (2) other than as expressly provided in this Section 28, neither the Backstop Agreement nor the DIP Credit Agreement shall be waived, amended, modified or supplemented in any way except in accordance with its respective terms.

No delay on the part of any Party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any Party of any right, power or privilege pursuant to this Agreement, or any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any Party otherwise may have at law or in equity.

2.11. The RSA is hereby amended by adding **Annex A** annexed hereto as Exhibit E to the RSA.

Attached hereto as **Annex B**, for convenience, is a conformed copy of the RSA after giving effect to the foregoing amendments.

3. Amendments to the Backstop Agreement. Effective as of the Amendment Effective Date referred to in Section 4 below, the Backstop Agreement is hereby amended as follows:

3.1. Clause (d) of the Preamble is hereby replaced in full with the following:

"each of the entities and/or their investment advisors, managers, managed funds or accounts, intermediaries or nominees set forth on Schedule 1 hereto as it may be amended or modified from time to time in accordance herewith (each, a "Backstop Party" and, collectively, the "Backstop Parties")."

3.2. Clause (b) of the fourth whereas clause in the Recitals is hereby replaced in full with the following:

"(b) provide the Debtors with the right to require such Backstop Party to purchase, and each Backstop Party has agreed to purchase from the Debtors, on the Effective Date, such Backstop Party's Backstop Commitment Percentage of the Rights Offering Notes that have not been subscribed for by the Rights Offering Participants by the Rights Offering Expiration Date (including the Unallocated Amount) (the "Unsubscribed Notes");"

3.3. Clause (i) of the second sentence of Section 6.1(f) is hereby replaced in full with the following:

"(i) each of the Specified Issuances described in clauses (a), (b), (d) and (e)(ii) of the definition of "Specified Issuances" are exempt from the registration and

prospectus delivery requirements of Section 5 of the Securities Act pursuant to section 1145(a) of the Bankruptcy Code;"

3.4. Clause (ii) of the second sentence of Section 6.1(f) is hereby replaced in full with the following:

"(ii) the Specified Issuances described in clauses (c), (e)(i), (f) and (g) of the definition of "Specified Issuances" are exempt from the registration and prospectus delivery requirements of Section 5 of the Securities Act pursuant to Section 4(a)(2) of the Securities Act and/or section 1145 of the Bankruptcy Code;"

3.5. Section 7(c)(iii) is hereby amended by deleting the reference to "thirty (30) calendar days" and inserting in its place "fifty (50) calendar days."

3.6. Section 7(c)(vii) is hereby amended by deleting the word "or" after the semicolon.

3.7. The last sentence of Section 7(c)(viii) is hereby amended by deleting the period and inserting in its place "; or".

3.8. Section 7(c) is hereby amended to include a new clause (ix) as set forth below:

"(ix) if at any time (a) any of the ENXP Joint Operating Agreements are terminated or rejected by the Debtors or otherwise cease to be in full force and effect, or (b) ENXP is allowed a lien, security interest or claim (including, without limitation, cure costs) that exceeds $1,000,000."

3.9. Clause (x) of the proviso to the third sentence of Section 12.1 is hereby replaced in full with the following:

"(x) any such assignee assumes the obligations of the assigning Backstop Party hereunder and agrees in writing prior to such assignment to be bound by the terms hereof in the same manner as the assigning Backstop Party by executing a joinder to this Agreement substantially in the form attached as Exhibit E (a "Joinder") and delivering an executed copy thereof to the Company and Stroock,"

3.10. Section 12.7 is hereby amended by adding the following language after the second sentence:

"Notwithstanding the preceding sentence or anything in this Agreement or the Plan to the contrary, if the Liquidated Damages Payment becomes payable in accordance with Section 1.6 and is so paid, the Liquidated Damages Payment shall be the sole and exclusive remedy of the Backstop Parties with respect to this Agreement and any claim related to the DIP Exchange, other than any claims by the Backstop Parties for amounts payable pursuant to Section 1.5, Section 1.7 or Section 8 of the Agreement; *provided, however*, that lost profits or consequential damages shall be payable pursuant to Section 8 under this sentence if (and only if)

such lost profits or consequential damages arise from third party claims or liabilities owed to third parties."

3.11. The Backstop Agreement is hereby amended by adding the following Section 12.17 immediately after Section 12.16:

> 12.17 **Joinders**. All changes to Schedule 1 hereto, including any changes made for the purpose of adding one or more additional Backstop Parties (other than changes to such Schedule permitted by the fourth sentence of Section 12.1 hereof in connection with an assignment of a Backstop Party's rights, obligations or interests hereunder) shall be deemed amendments to this Agreement governed by the provisions of Section 10 hereof and accordingly shall require the prior written consent of the Company and the Requisite Backstop Parties and, unless otherwise expressly contemplated by this Agreement, the consent of each Backstop Party whose Backstop Commitment Percentage or Backstop Commitment Amount is changed thereby. In the event one or more Persons are to become additional Backstop Parties as a result of such an amendment, such Person shall become a Backstop Party, and shall have the rights and obligations of a Backstop Party under this Agreement, when such Person executes, and the Company countersigns, a Joinder setting forth such Person's Backstop Commitment Percentage and Backstop Commitment Amount and any related changes in the Backstop Commitment Percentages and/or Backstop Commitment Amounts of then-existing Backstop Parties that have been approved pursuant to the requirements of Section 10 and the preceding sentence. Upon such Person becoming an additional Backstop Party, Schedule 1 hereto shall be updated by the Debtors (in consultation with Stroock) solely to reflect the name and address of such new Backstop Party and its Backstop Commitment Percentage and Backstop Commitment Amount and any such related changes to the Backstop Commitment Percentages and/or Backstop Commitment Amounts of then-existing Backstop Parties.

3.12. The definition of "DIP Exchange" is hereby added to the list of definitions in Section 13.1 as follows:

> "DIP Exchange: has the meaning given to such term in the Plan."

3.13. The definition of "ENXP" is hereby added to the list of definitions in Section 13.1 as follows:

> "ENXP: means Energy & Exploration Partners, LLC."

3.14. The definition of "ENXP Joint Operating Agreements" is hereby added to the list of definitions in Section 13.1 as follows:

> "ENXP Joint Operating Agreements: means (1) the Operating Agreement dated April 19, 2012, by and between New Gulf Resources, LLC (as successor to Halcon Operating Co., Inc.) and ENXP (as amended, modified or supplemented from time to time prior to the Petition Date), and (2) the Operating Agreement

dated June 1, 2012, by and between New Gulf Resources, LLC (as successor to Halcon Operating Co., Inc.) and ENXP (as amended, modified or supplemented from time to time prior to the Petition Date)."

3.15. The definition of "Joinder" is hereby added to the list of definitions in Section 13.1 as follows:

"Joinder: has the meaning given to such term in Section 12.1 hereof."

3.16. The definition of "Rights Offering Expiration Date" is hereby added to the list of definitions in Section 13.1 as follows:

"Rights Offering Expiration Date: has the meaning given to such term in the Rights Offering Procedures."

3.17. The definition of "Rights Offering Termination Date" is hereby deleted from the list of definitions in Section 13.1.

3.18. The Backstop Agreement is hereby amended by replacing each reference to the phrase "Rights Offering Termination Date" therein with the phrase "Rights Offering Expiration Date."

3.19. The definition of "Unallocated Amount" is hereby added to the list of definitions in Section 13.1 as follows:

"Unallocated Amount: means the portion of the Rights Offering Amount that holders of Allowed Second Lien Notes Claims as of the Rights Offering Record Date who are not Accredited Investors could have purchased if such holders exercised their Rights in the Rights Offering."

3.20. The Backstop Agreement is hereby amended by adding **Annex C** annexed hereto as Exhibit E to the Backstop Agreement.

Attached hereto as **Annex D**, for convenience, is a conformed copy of the Backstop Agreement after giving effect to the foregoing amendments.

4. Effectiveness. In accordance with Section 28 of the RSA and Section 10 of the Backstop Agreement, this Amendment shall be effective and binding on all Parties to the RSA and the Backstop Agreement, and the RSA and the Backstop Agreement shall be deemed amended in accordance with this Amendment, as of the date (the "Amendment Effective Date") on which counterpart signature pages of this Amendment shall have been executed and delivered by (i) the Debtors, (ii) Amending Supporting Noteholders that constitute the Requisite Supporting Noteholders, as defined in the RSA, and (iii) Amending Backstop Parties that constitute the Requisite Backstop Parties, as defined in the Backstop Agreement. Counterpart signature pages of this Amendment shall be delivered to counsel to the Amending Parties.

5. Amending RSA Parties' Representations and Warranties. Each of the Amending RSA Parties hereby represents and warrants that as of the Amendment Effective Date, its

respective representations and warranties contained in Section 11, Section 12 and/or Section 13 of the RSA, as applicable, are true and current in all material respects on and as of the Amendment Effective Date to the same extent as though made on and as of that date (other than with respect to the Amending Supporting Noteholders' holdings in Section 12(a) thereof, which were true and correct as of the date of the RSA), except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties were true and correct in all material respects on and as of such earlier date.

6. Amending Backstop Agreement Parties' Representations and Warranties. Each of the Amending Backstop Agreement Parties hereby represents and warrants that as of the Amendment Effective Date, its respective representations and warranties contained in Section 2 and/or Section 3 of the Backstop Agreement, as applicable, are true and current in all material respects on and as of the Amendment Effective Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties were true and correct in all material respects on and as of such earlier date.

7. Effect Upon RSA and Backstop Agreement. Except as specifically set forth herein, each of the RSA and the Backstop Agreement shall remain in full force and effect and is hereby ratified and confirmed, and no term or provision of the RSA or the Backstop Agreement shall be deemed amended, waived, modified, consented to or supplemented. The Amending Parties specifically acknowledge and agree that each of the RSA and the Backstop Agreement, as hereby amended as of the Amendment Effective Date, is in full force and effect in accordance with its respective terms and has not been modified, except pursuant to this Amendment. This Amendment shall be deemed to be a Definitive Document for all purposes under and in connection with the RSA, the Backstop Agreement and the other Definitive Documents and shall be binding upon and inure to the benefit of each of the Parties to the RSA and the Backstop Agreement, and their respective successors and assigns. From and after the Amendment Effective Date, all references to the "Restructuring Support Agreement," "RSA" or "Backstop Agreement" in the Definitive Documents shall mean and refer to the RSA or Backstop Agreement, as applicable, as amended by this Amendment.

8. Reservation of Rights. Each of the Amending Parties jointly and severally acknowledges and agrees that (a) the Parties shall preserve all rights, remedies, power or privileges set forth in the RSA or Backstop Agreement, as applicable, and under applicable law, and (b) nothing contained herein shall in any way limit or otherwise prejudice, and the Parties have reserved their right to invoke fully, any right, remedy, power or privilege which the Parties may have or may have in the future under or in connection with the RSA or Backstop Agreement, as applicable, and applicable law, or diminish any of the obligations of any other Party contained in the RSA or Backstop Agreement, as applicable. The rights, remedies, powers and privileges of the Parties provided under the RSA or Backstop Agreement, as applicable, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

9. Counterparts. This Amendment may be executed in one or more counterparts, each of which, when so executed, shall constitute the same instrument and the counterparts may be delivered by facsimile transmission or by electronic mail in portable document format (.pdf).

10. **Headings.** The headings of the sections, paragraphs and subsections of this Amendment are inserted for convenience only and shall not affect the interpretation hereof.

11. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Amending Parties hereto have caused this Amendment to be executed and delivered by their respective duly authorized officers, solely in their respective capacity as officers of the undersigned and not in any other capacity, as of the date first set forth above.

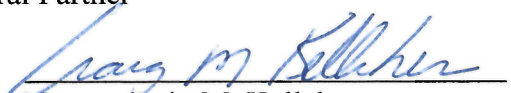
DEBTORS:

NGR Holding Company LLC
New Gulf Resources, LLC
NGR Texas, LLC
NGR Finance Corp.

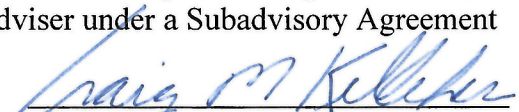
By: _____
Name: Danni Morris
Title: Chief Financial Officer

SUPPORTING NOTEHOLDERS AND BACKSTOP PARTIES:

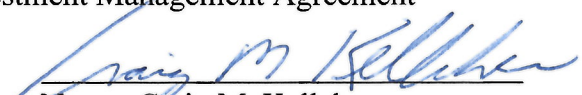
Millstreet Credit Fund LP
By: Millstreet Capital Partners LLC, its General Partner

By: 
Name: Craig M. Kelleher
Title: Managing Member

PCH Manager Fund, SPC. on behalf of and for the account of Segregated Portfolio 202
By: Millstreet Capital Management LLC, the Subadviser under a Subadvisory Agreement

By: 
Name: Craig M. Kelleher
Title: Managing Member

Mercer QIF Fund plc - Mercer Investment Fund 1
By: Millstreet Capital Management LLC, the Sub-Investment Manager under a Sub-Investment Management Agreement

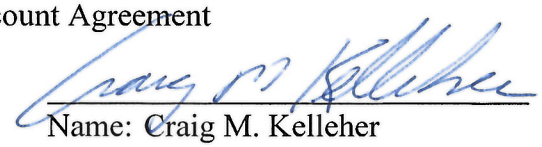
By: 
Name: Craig M. Kelleher
Title: Managing Member

SUPPORTING NOTEHOLDERS:

Atlantic Global Yield Opportunity Master Fund, LP
By: Millstreet Capital Management LLC, the Investment Manager under a Managed Account Agreement

By: 
Name: Craig M. Kelleher
Title: Managing Member

Battery Alternative Income Fund, LLC
By: Millstreet Capital Management LLC, the Investment Manager under a Managed Account Agreement

By: 
Name: Craig M. Kelleher
Title: Managing Member

SUPPORTING NOTEHOLDERS AND BACKSTOP PARTIES:

PENNANTPARK INVESTMENT CORPORATION

By: _____

Name: Arthur Penn
Title: CEO

SUPPORTING NOTEHOLDERS AND BACKSTOP PARTIES:

Castle Hill Enhanced Floating Rate Opportunities Limited
acting through its investment manager
Castle Hill Asset Management LLP

By: _____
Name: Terence Teh
Title: Authorised Signatory

By: _____
Name: Philip Grose
Title: Partner

Guardian Loan Opportunities Limited
acting through its investment manager
Castle Hill Asset Management LLP

By: _____
Name: Terence Teh
Title: Authorised Signatory

By: _____
Name: Philip Grose
Title: Partner

Castle Hill Total Return Master Fund Limited
acting through its investment manager,
Castle Hill Asset Management LLC

By: _____
Name: Terence Teh
Title: Authorised Signatory

By: _____
Name: Philip Grose
Title: Partner

LHP Ireland Fund Management Limited acting solely in its capacity as manager of LMA Ireland for and on behalf of its sub trust Map 507
By: Castle Hill Asset Management LLP, its sub-advisor

By: _____
Name: Terence Teh
Title: Authorised Signatory

By: _____
Name: Philip Grose
Title: Partner

SUPPORTING NOTEHOLDERS AND BACKSTOP PARTIES:

VÄRDE INVESTMENT PARTNERS, L.P.
By: Värde Investment Partners G.P., LLC, Its General Partner
By: Värde Partners, L.P., Its Managing Member
By: Värde Partners, Inc., Its General Partner

By: _____
Name: Todd B. Jelen
Title: Managing Director

VÄRDE INVESTMENT PARTNERS (OFFSHORE) MASTER, L.P.
By: Värde Investment Partners G.P., LLC, Its General Partner
By: Värde Partners, L.P., Its Managing Member
By: Värde Partners, Inc., Its General Partner

By: _____
Name: Todd B. Jelen
Title: Managing Director

THE VÄRDE FUND X (MASTER), L.P.
By: The Värde Fund X (GP), L.P., Its General Partner
By: The Värde Fund X GP, LLC, Its General Partner
By: Värde Partners, L.P., Its Managing Member
By: Värde Partners, Inc., Its General Partner

By: _____
Name: Todd B. Jelen
Title: Managing Director

THE VÄRDE FUND XI (MASTER), L.P.
By: Värde Fund XI G.P., LLC, Its General Partner
By: Värde Partners, L.P., Its Managing Member
By: Värde Partners, Inc., Its General Partner

By: _____
Name: Todd B. Jelen
Title: Managing Director

THE VÄRDE SKYWAY MASTER FUND, L.P.
By: The Värde Skyway Fund G.P., LLC, Its General Partner
By: Värde Partners, L.P., Its Managing Member
By: Värde Partners, Inc., Its General Partner

By: _____
Name: Todd B. Jelen
Title: Managing Director

THE VÄRDE FUND VI-A, L.P.
By: Värde Investment Partners G.P., LLC, Its General Partner
By: Värde Partners, L.P., Its Managing Member
By: Värde Partners, Inc., Its General Partner

By: _____
Name: Todd B. Jelen
Title: Managing Director

VÄRDE CREDIT PARTNERS MASTER, L.P.
By: Värde Credit Partners G.P., LLC, Its General Partner
By: Värde Partners, L.P., Its Managing Member
By: Värde Partners, Inc., Its General Partner

By: _____
Name: Todd B. Jelen
Title: Managing Director

SKL FAMILY FOUNDATION

By: _____
Name: Marcia Page Huepenbecker
Title: President

Annex A

EXHIBIT E to RSA

Form of Joinder

JOINDER TO RESTRUCTURING SUPPORT AGREEMENT

[_____], 2016

The undersigned (the "Joining Supporting Noteholder") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of December 17, 2015 (including the exhibits attached thereto) (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Agreement"), by and among (a) NGR Holding Company LLC, a Delaware limited liability company ("NGR Holding"), New Gulf Resources, LLC, a Delaware limited liability company ("New Gulf"), and the direct and indirect subsidiaries of NGR Holding and New Gulf party thereto (together with NGR Holding and New Gulf, the "Debtors"), (b) each of the Supporting Managers (as defined in the Agreement) party thereto, and (c) each of the Supporting Noteholders (as defined in the Agreement) party thereto. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Agreement.

1. Agreement to Be Bound. The Joining Supporting Noteholder hereby agrees to be bound by all of the terms of the Agreement, a copy of which is attached hereto as Annex I (as the same has been or may hereafter be amended, restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof). The Joining Supporting Noteholder shall hereafter be deemed to be a "Supporting Noteholder" and a "Party" (each as defined in the Agreement) for all purposes under the terms of and pursuant to the Agreement and with respect to all claims against and interests in the Debtors held by such Joining Supporting Noteholder.

2. Representations and Warranties. The Joining Supporting Noteholder hereby makes, as of the date hereof, the representations and warranties (a) of the Parties set forth in Section 11 of the Agreement, and (b) of the Supporting Noteholders set forth in Section 12 of the Agreement to each other Party or only the Debtors (as applicable).

3. Governing Law; Consent to Jurisdiction. Section 22 of the Agreement is hereby incorporated by reference, except that references to the Agreement therein shall refer to this joinder agreement (the "Joinder") to the Agreement.

4. Effectiveness. This Joinder shall become effective when executed and delivered by the Joining Supporting Noteholder, subject to any approval of the Requisite Supporting Noteholders that may be required by Section 14 of the Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Joining Supporting Noteholder has caused this Joinder to be executed as of the date first written above.

[Joining Supporting Noteholder]

By: _____
Name: _____
Title: _____

Notice Address:
[_____]
[_____]
Facsimile: _____
Attention: _____

Principal Amount of Second Lien Note Claims:

Principal Amount of Subordinated Note Claims:

Annex B

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT, AND SHALL NOT BE DEEMED, AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF VOTES WITH RESPECT TO A CHAPTER 11 PLAN OF REORGANIZATION. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. ACCEPTANCES OR REJECTIONS WITH RESPECT TO A CHAPTER 11 PLAN OF REORGANIZATION WILL NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT. THIS RESTRUCTURING SUPPORT AGREEMENT CONTAINS MATERIAL NONPUBLIC INFORMATION AND, THEREFORE, IS SUBJECT TO FEDERAL SECURITIES LAWS.

RESTRUCTURING SUPPORT AGREEMENT

by and among

NGR HOLDING COMPANY LLC, NEW GULF RESOURCES, LLC AND ITS SUBSIDIARIES

and

THE OTHER PARTIES HERETO FROM TIME TO TIME

dated as of December 17, 2015

(as amended effective as of January 4, 2016)

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT[1] (as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof, and including all exhibits annexed hereto which are incorporated by reference herein, this "RSA" or this "Agreement"), dated as of December 17, 2015, is entered into by and among (a) NGR Holding Company LLC, a Delaware limited liability company ("NGR Holding"), New Gulf Resources, LLC, a Delaware limited liability company ("New Gulf"), and each of the undersigned direct and indirect subsidiaries of NGR Holding and New Gulf (together with NGR Holding and New Gulf, the "Company" or the "Debtors"), (b) the undersigned managers (in their capacities as such) of NGR Holding and New Gulf (the "Supporting Managers"), and (c) certain beneficial holders, or investment advisors or managers for the account of certain beneficial holders (together with their respective successors and permitted assigns, the "Noteholders") of the 11.75% Senior Secured Notes due 2019 (the "Second Lien Notes") issued pursuant to that certain indenture dated as of May 9, 2014, by and among New Gulf and NGR Finance Corp., as co-issuers, and The Bank of New York Mellon Trust Company, N.A., as indenture trustee and collateral agent (such Noteholders that are parties hereto as of the date hereof, the "Initial Supporting Noteholders," and, together with any subsequent Noteholder that becomes a party hereto in accordance with the terms hereof, the "Supporting Noteholders"). Each of the Company, the Supporting Managers and the Supporting Noteholders is referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Company and the Supporting Noteholders have negotiated, in good faith and at arms' length, a transaction that would effectuate a comprehensive restructuring of the Company's financial obligations to be implemented in voluntary cases under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), before the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), pursuant to a joint chapter 11 plan of reorganization in the form attached hereto as **Exhibit A** (as it may be amended, modified or supplemented from time to time in accordance with the terms hereof, the "Exhibit Plan") and the other Definitive Documents (as defined below) (collectively, the "Restructuring");

WHEREAS, the Parties intend to implement the Restructuring through the Exhibit Plan, and in connection therewith, the Company has agreed, subject to the terms and conditions of this Agreement, to, among other things, (i) prepare and commence cases under Chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases"), (ii) file the Exhibit Plan, as it may be amended, modified or supplemented by mutual agreement of the Company and the Requisite Supporting Noteholders (the "Plan"), and the disclosure statement attached hereto as **Exhibit B** (as may be amended, modified or supplemented (including all exhibits and schedules annexed thereto or referred to therein) from time to time in accordance with the terms hereof, the "Disclosure Statement") with the Bankruptcy Court in the Chapter 11 Cases, (iii) seek Bankruptcy Court approval of the Disclosure Statement and, after obtaining such approval,

[1] **This composite version of the Restructuring Support Agreement incorporates the changes contained in the Omnibus Amendment to Restructuring Support Agreement and Backstop Note Purchase Agreement dated as of January 27, 2016, effective as of January 4, 2016.**

solicit acceptances of the Plan from the holders of Second Lien Notes and Subordinated Notes (as defined below) in accordance with sections 1125(g) and 1126(b) of the Bankruptcy Code, and (iv) use commercially reasonable efforts to have the Plan confirmed by the Bankruptcy Court and consummated thereafter;

WHEREAS, as of the RSA Effective Date (as defined below), the Supporting Noteholders collectively hold approximately 72% in aggregate principal amount outstanding of the Second Lien Notes; and

WHEREAS, the Parties desire to express to each other their mutual support and commitment in respect of the Restructuring and the Plan on the terms and conditions contained in this RSA.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party agrees as follows:

1. Definitions; Interpretation.

All references herein to "this Agreement," "this RSA" or "herein" shall include all exhibits. The general terms and conditions of the Restructuring, as supplemented by the terms and conditions of this Agreement, are or shall be set forth in the Definitive Documents. Unless otherwise stated, capitalized terms used and not defined in this Agreement shall have the meanings ascribed to them in the Plan.

As used in this Agreement, the following terms have the following meanings:

a. "After-Acquired Leases" means the real property interests acquired by the Company after May 9, 2014, solely to the extent such real property interests were not the subject of valid and perfected liens and security interests as of the Petition Date;

b. "Alternative Transaction" means any dissolution, winding up, liquidation, reorganization, recapitalization, assignment for the benefit of creditors, merger, transaction, consolidation, business combination, joint venture, partnership, sale, financing (debt or equity) or restructuring of the Company, other than the Exhibit Plan;

c. "Backstop Agreement" means the backstop agreement attached hereto as **Exhibit C** (as it may be amended, modified or supplemented from time to time in accordance with the terms hereof);

d. "Backstop Agreement Motion" means the motion and proposed form of order, to be filed by the Company with the Bankruptcy Court, seeking Bankruptcy Court approval of the Company's assumption of the Backstop Agreement, approval and authorization to pay the obligations thereunder, including the issuance of the Put Option Notes and the payment of the Transaction

Expenses (each as defined in the Backstop Agreement) and such other fees, expenses and indemnities provided in the Backstop Agreement, as administrative expenses of the Company's estates, and approval of the Rights Offering Procedures, each of which shall be in form and substance satisfactory to the Requisite Supporting Noteholders and the Company;

e. "Backstop Agreement Order" means an order of the Bankruptcy Court approving the Backstop Agreement Motion, which order shall be in form and substance satisfactory to the Requisite Supporting Noteholders and the Company;

f. "Chosen Courts" has the meaning given to such term in Section 22 hereof;

g. "Confirmation Order" means an order of the Bankruptcy Court confirming the Plan, which order shall reflect the terms set forth in the Plan, the Backstop Agreement and this Agreement and shall otherwise be in form and substance satisfactory to the Requisite Supporting Noteholders and the Company;

h. "Definitive Documents" means this RSA, the Plan and all documents (including any related orders, agreements, instruments, schedules or exhibits) that are described in or contemplated by this Agreement and the Plan and that are otherwise necessary or desirable to implement, or otherwise relate to, the Restructuring Transactions, including, without limitation: (1) the RSA Agreement Motion and the RSA Agreement Order, (2) the Backstop Agreement, the Backstop Agreement Motion and the Backstop Agreement Order, (3) the Rights Offering Procedures, the Disclosure Statement Motion, the Solicitation Procedures and Materials and the Disclosure Statement Order, (4) the DIP Facility Motion and the DIP Orders, (5) the Confirmation Order, (6) the First Day Motions and orders of the Bankruptcy Court approving any First Day Motions, (7) the Plan Supplement, including the documents governing the New First Lien Notes, the organizational and governance documents governing the reorganized Company, and the list of executory contracts to be assumed or rejected (if any), and (8) any other documents, instruments, schedules or exhibits described in, related to or contemplated in, or necessary to implement, each of the foregoing;

provided, *however*, that each of the foregoing shall be consistent with the Plan, the Backstop Agreement and this Agreement and shall otherwise be in form and substance satisfactory to the Requisite Supporting Noteholders and the Company;

i. "DIP Commitment Letter" means the commitment letter attached as **Exhibit D** hereto (including the DIP Term Sheet attached as an exhibit thereto) with respect to the DIP Facility;

j. "DIP Commitments" means the commitments of the DIP Lenders under the DIP Commitment Letter and the DIP Facility, subject to the terms and conditions contained therein;

k. "DIP Credit Agreement" means the credit agreement that governs the DIP Facility;

l. "DIP Facility" means the debtor-in-possession financing to be provided to the Company in accordance with and subject to the terms and conditions set forth in the DIP Commitment Letter, including all related documents, orders, agreements, instruments, schedules or exhibits to be executed and delivered in connection therewith, each of which shall be in form and substance satisfactory to the Requisite Supporting Noteholders and the DIP Lenders;

m. "DIP Facility Motion**" or "DIP Motion**" means the motion and the proposed form of interim and final orders, to be filed by the Company with the Bankruptcy Court, seeking approval of the DIP Facility, each of which shall be in form and substance satisfactory to the Requisite Supporting Noteholders;

n. "DIP Lenders" means the lenders under the DIP Facility;

o. "DIP Orders" means the interim and final orders of the Bankruptcy Court approving the DIP Facility, each of which shall be in form and substance satisfactory to the DIP Lenders;

p. "Disclosure Statement Motion" means the motion and the proposed form of order to be filed by the Company with the Bankruptcy Court, seeking approval of the Disclosure Statement and approval of all other Solicitation Materials and Procedures, each of which shall be in form and substance satisfactory to the Requisite Supporting Noteholders and the Company;

q. "Disclosure Statement Order" means the order approving the Disclosure Statement as containing adequate information for purposes of Bankruptcy Code section 1125 of the Bankruptcy Code and approving all other Solicitation Procedures and Materials, which order shall be in form and substance satisfactory to the Requisite Supporting Noteholders and the Company;

r. "DMCL" means DeGolyer and MacNaughton Canada Limited;

s. "Fiduciary Duty Out" has the meaning given to such term in Section 9 hereof;

t. "First Day Hearing Date" means that date on which the first hearing commences in the Chapter 11 Cases.

u. "First Day Motions" means the "first day" motions, applications, related documents and proposed forms of orders to be filed by the Company with the

Bankruptcy Court, including, without limitation, (1) a motion seeking authority to pay prepetition royalties and operating expenses in the ordinary course and/or a motion seeking authority to pay critical vendors, (2) a motion seeking authority to enjoin trading in existing equity interests in the Company and granting certain other/related relief in order to preserve certain tax attributes, (3) the applications to employ Professionals, and (4) the motion to approve the Key Employee Retention Plan, in each case, subject to the terms and conditions of the DIP Credit Agreement and in form and substance satisfactory to the Requisite Supporting Noteholders and the Company;

v. "Joinder" has the meaning given to such term in Section 14 hereof;

w. ~~v.~~ "Key Employee Retention Plan" means the Company's key employee retention plan that is the subject of a motion to be filed by the Debtors in the Chapter 11 Cases seeking authority and approval therefor by the Bankruptcy Court and in form and substance reasonably satisfactory to the Requisite Supporting Noteholders and the Company and otherwise consistent with the Approved Budget (as defined in the DIP Credit Agreement);

x. ~~w.~~ "Material Adverse Effect" means any event, change, effect, occurrence, development, or change of fact that has, or would reasonably be expected to have, a material adverse effect on the business, results of operations, financial condition, assets or liabilities of the Company, taken as a whole; *provided*, *however*, that "Material Adverse Effect" shall not include any event, change, effect, occurrence, development, or change of fact arising out of, resulting from or relating to (a) the commencement or existence of the Chapter 11 Cases, (b) the announcement of the Plan and the Contemplated Transactions (as defined in the Backstop Agreement), (c) compliance by the Company with the covenants and agreements contained herein or in the Backstop Agreement or in the Plan, (d) any change in the Laws of general applicability or interpretations thereof by any courts or other Governmental Bodies, (e) any action or omission of the Company taken with the prior written consent of the Requisite Supporting Noteholders, or (f) any expenses incurred by the Company in connection with this Agreement or the Contemplated Transactions (as defined in the Backstop Agreement); *provided*, *however*, that exceptions contained in clause (d) above shall not prevent a determination that there has been a Material Adverse Effect if the event, change, effect, occurrence, development, or change of fact referred to therein affects the Company, taken a whole, in a disproportionately adverse manner relative to other participants in the industries in which the Company participates (provided that any such event, change, effect, occurrence, development, or change of fact may only be considered to the extent of such disproportionate impact);

y. ~~x.~~ "Millstreet" means, as of any time of determination, the Affiliates and Related Funds (each as defined in the Backstop Agreement) of Millstreet Capital Management LLC as of such time;

z. ~~y.~~ "MNPI" has the meaning given to such term in Section 20 hereof;

aa. ~~z.~~ "New Gulf LLC Agreement" means the Second Amended and Restated Limited Liability Company Agreement of New Gulf Resources, LLC dated May 9, 2014, as in effect immediately prior to the Pre-Filing Corporate Reorganization;

bb. ~~aa.~~ "NGR Holding LLC Agreement" means the Amended and Restated Limited Liability Company Agreement of NGR Holding Company LLC dated December 14, 2015, as in effect upon the completion of the Pre-Filing Corporate Reorganization;

cc. ~~bb.~~ "Noteholder Affiliate" has the meaning given to such term in Section 14 hereof;

dd. ~~cc.~~ "Noteholder Fees and Expenses" means the reasonable and documented fees and expenses of each of the Initial Supporting Noteholders (including all Transaction Expenses (as defined in the Backstop Agreement)), including, without limitation, the fees and expenses of (1) Stroock, (2) Richards, Layton & Finger, PA, as Delaware local counsel, (3) Haynes and Boone, LLP, as Texas counsel, (4) PJT, pursuant to the terms of that certain letter agreement by and among PJT, Stroock and New Gulf dated as of October 6, 2015, (5) DMCL, pursuant to the terms of that certain letter agreement by and among DMCL, Stroock and New Gulf dated as of November 13, 2015, and (6) such other production or reserve engineers and/or consultants or other professionals as may be retained by the Initial Supporting Noteholders;

ee. ~~dd.~~ "Outside Petition Date" has the meaning given to such term in Section 5(b) hereof;

ff. ~~ee.~~ "PennantPark" means, as of any time of determination, the Affiliates and Related Funds (each as defined in the Backstop Agreement) of PennantPark Investment Corporation;

gg. ~~ff.~~ "Periodic Financial Statements" has the meaning given to such term in Section 5(k) hereof;

hh. ~~gg.~~ "Permitted Transfer" has the meaning given to such term in Section 14 hereof;

ii. ~~hh.~~ "Permitted Transferee" has the meaning given to such term in Section 14 hereof;

jj. ~~ii.~~ "Petition Date" has the meaning given to such term in Section 5(b) hereof;

kk. ~~jj.~~ "PJT" means PJT Partners LP;

ll. ~~kk.~~ "Pre-Filing Corporate Reorganization" has the meaning given to such term in Section 8 hereof;

mm. ~~ll.~~ "Qualified Marketmaker" has the meaning given to such term in Section 14 hereof;

nn. ~~mm.~~ "RBL Facility" means that certain Credit Agreement dated as of June 12, 2014, among New Gulf Resources, LLC, as borrower, MidFirst Bank, as administrative agent and letters of credit issuer, and the other lenders party thereto, including any and all amounts outstanding thereunder;

oo. ~~nn.~~ Related Fund" means, with respect to any Party, any fund, account or investment vehicle that is controlled or managed by (a) Party, (b) an Affiliate of such Party or (c) the same investment manager or advisor as such Party or an Affiliate of such investment manager or advisor.

pp. ~~oo.~~ "Requisite Supporting Noteholders" means, as of any date of determination, (a) Initial Supporting Noteholders who hold a majority in principal amount of the Second Lien Notes then held by the Initial Supporting Noteholders in the aggregate as of such date, (b) Millstreet, only for so long as Millstreet holds at least 50% of the principal amount of the Second Lien Notes held by Millstreet on the date hereof, (c) PennantPark, only for so long as PennantPark holds at least 50% of the principal amount of the Second Lien Notes held by PennantPark on the date hereof, and (d) Värde, only for so long as Värde holds at least 50% of the principal amount of the Second Lien Notes held by Värde on the date hereof;

qq. ~~pp.~~ "Restructuring Transactions" means the Restructuring and all transactions described or contemplated hereunder (including the exhibits hereto) and each of the Definitive Documents, and all transactions necessary to implement each of the foregoing;

rr. ~~qq.~~ "Rights Offering" means the rights offering contemplated in the Plan, subject to the terms and conditions contained in the Backstop Agreement and the Rights Offering Procedures;

ss. ~~rr.~~ "Rights Offering Procedures" means the rights offering procedures attached as an exhibit to the Backstop Agreement (as may be amended, modified or supplemented from time to time in accordance with the terms hereof);

tt. ~~ss.~~ "RSA Agreement Motion" means the motion and proposed form of order, to be filed by the Company with the Bankruptcy Court, seeking authorization for the Company's assumption of the RSA and the approval and authorization to pay the obligations thereunder, including the fees and expenses provided in the RSA, as administrative expenses of the Company's estates, each of which shall be in form and substance satisfactory to the Requisite Supporting Noteholders and the Company;

uu. ~~tt.~~ "RSA Agreement Order" means an order of the Bankruptcy Court approving the RSA Agreement Motion, which order shall be in form and substance satisfactory to the Requisite Supporting Noteholders and the Company;

vv. ~~uu.~~ "RSA Effective Date" means the date on which counterpart signature pages to this Agreement shall have been executed and delivered by (i) the Company, (ii) Supporting Noteholders holding at least 72% in aggregate principal amount outstanding of the Second Lien Notes, and (iii) each of the managers of NGR Holding and New Gulf (in their capacities as such);

ww. ~~vv.~~ "RSA Support Period" means the period commencing on the RSA Effective Date and ending on the date on which this Agreement is terminated in accordance with Section 15 hereof;

xx. ~~ww.~~ "Second Lien Note Claims" means any and all claims arising under the Second Lien Notes;

yy. ~~xx.~~ "Solicitation Procedures and Materials" means the Disclosure Statement, the related solicitation materials and the solicitation procedures, each of which shall be in form and substance satisfactory to the Requisite Supporting Noteholders and the Company;

zz. ~~yy.~~ "Stroock" means Stroock & Stroock & Lavan LLP;

aaa. ~~zz.~~ "Subordinated Note Claims" means any and all claims arising under the Subordinated Notes;

bbb. ~~aaa.~~ "Subordinated Notes" means the 10.0%/12.0% Senior Subordinated PIK Toggle Notes due 2019 issued pursuant to that certain indenture dated as of May 9, 2014, by and among New Gulf Resources, LLC and NGR Finance Corp., as co-issuers, and The Bank of New York Mellon Trust Company, N.A., as indenture trustee;

ccc. ~~bbb.~~ Transfer" has the meaning given to such term in Section 14 hereof;

ddd. ~~ccc.~~ "Transfer Agreement" has the meaning given to such term in Section 14(b) hereof; and

eee. ~~ddd.~~ "Värde" means, as of any time of determination, the Affiliates and Related Funds (each as defined in the Backstop Agreement) of Värde Partners, Inc., as of such time.

In this RSA, unless the context otherwise requires:

a. words importing the singular also include the plural, and references to one gender include all genders;

b. the headings in this RSA are inserted for convenience only and do not affect the construction of this RSA and shall not be taken into consideration in its interpretation;

c. the words "hereof," "herein" and "hereunder" and words of similar import when used in this RSA shall refer to this RSA as a whole and not to any particular provision of this RSA;

d. the words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation" and the word "or" is not exclusive;

e. all financial statement accounting terms not defined in this RSA shall have the meanings determined by United States generally accepted accounting principles as in effect on the date of this RSA; and

f. references to any governmental entity or any governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body, in any jurisdiction shall include any successor to such entity.

2. Effectiveness; Entire Agreement.

a. This Agreement shall be binding on each Party (i) upon and as of the RSA Effective Date, in the case of Parties who have entered into this Agreement prior to, or as of, the RSA Effective Date, or (ii) as of the date of such Party's execution and delivery of this Agreement, in the case of Parties who enter into this Agreement at any time after the RSA Effective Date.

b. Each of the exhibits attached hereto and the Definitive Documents are expressly incorporated herein and made a part of the RSA, and all references to this RSA shall include the exhibits. In the event of any conflict or inconsistency between the terms and conditions as set forth in the Backstop Agreement and this Agreement, the Backstop Agreement shall control. Notwithstanding the foregoing, nothing contained in this Section 2(b) shall affect, in any way, the requirements set forth herein for the amendment of this Agreement.

c. With the exception of non-disclosure and confidentiality agreements between certain of the Parties, the Backstop Agreement and the DIP Commitment Letter, this RSA (and its exhibits) shall constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior agreements (oral and written) and all other prior negotiations with respect to the subject matter hereof.

3. Mutual Covenants of All Parties.

For the duration of the RSA Support Period, and subject to ~~Section~~**Sections 9 and** 10 and the other terms and conditions of this Agreement, each of the Parties agrees and covenants severally but not jointly (except as to the Company, which agrees and covenants jointly):

a. to support, consent to and exercise commercially reasonable efforts to consummate the Plan and the Restructuring Transactions, including the Company's filing of the Chapter 11 Cases, all aspects of the DIP Facility (including the granting of a first priority priming lien on existing and after-acquired assets of the Company pursuant to the terms of the DIP Commitment Letter), the Rights Offering and the solicitation and confirmation of the Plan;

b. to support, execute and deliver the mutual release and exculpation provisions described in the Plan;

c. to (i) negotiate in good faith, execute and deliver each of the Definitive Documents (as applicable), each of which shall be consistent with the Plan and in form and substance satisfactory to the Requisite Supporting Noteholders, and (ii) in the case of the Parties preparing the Definitive Documents, timely deliver drafts of all such Definitive Documents (as applicable) such that the other Parties (as applicable) shall have sufficient time to review and provide comments on the same;

d. to (i) cooperate with each of the other Parties, (ii) take such action as may be reasonably necessary or reasonably requested by the other Parties to carry out the purposes and intent of this Agreement, including making and filing any required regulatory filings, and (iii) refrain from taking any action that would frustrate the purposes and intent of this Agreement;

e. not seek to unwind or otherwise challenge the Pre-Filing Corporate Reorganization (as defined below);

~~f. subject to and without limiting the Company's rights and obligations in Section 9 hereof, not to, directly or indirectly, through any person or entity, seek, solicit, initiate, propose, encourage, support, assist, engage in negotiations in connection with, enter into agreement with any person or entity concerning, or participate in the formulation, preparation, filing or prosecution of, any actual or proposed Alternative Transaction;~~

f. ~~g.~~ not to, directly or indirectly, take any action that is inconsistent with or is intended or that could reasonably be expected to prevent, interfere with, delay or impede the solicitation of votes on the Plan, approval of the Disclosure Statement Motion, the Solicitation Procedures and Materials, and the

confirmation of the Plan and consummation of the Restructuring Transactions; and

g. ~~h.~~ consent to the First Day Motions;

provided, *however*, that nothing in this Section 3 shall require any Supporting Noteholder to incur any material expenses, liabilities or other obligations, or agree to any commitments, undertakings, concessions, indemnities or other arrangements that could result in material expenses, liabilities or other obligations to any Supporting Noteholder (except as expressly provided in the Backstop Agreement and the DIP Commitment).

4. Additional Covenants of the Supporting Noteholders.

For the duration of the RSA Support Period (subject to Section 10 hereof and the other terms and conditions of this Agreement), each Supporting Noteholder (solely on its own behalf and not on behalf of any other Supporting Noteholder) hereby agrees and covenants severally but not jointly:

a. when, and to the extent, solicited (and subject to the acknowledgements set forth in Section 30 hereof), after the Bankruptcy Court has entered the Disclosure Statement Order and following the commencement of the solicitation and its actual receipt of the Disclosure Statement and the Solicitation Procedures and Materials, to vote each of its Second Lien Note Claims and Subordinated Note Claims now or hereafter beneficially owned by it or for which it now or hereafter serves as the nominee, investment manager or advisor for beneficial holders, if applicable, and for which it has voting power, to (A) accept the Plan by delivering its duly executed and completed ballot accepting the Plan on a timely basis, and (B) not change or withdraw (or cause to be changed or withdrawn) such vote; *provided*, *however*, that such vote may, upon written notice to the Company and the other Parties, be revoked by any Supporting Noteholder (and, upon such revocation, deemed void *ab initio*) within a reasonable time period in accordance with applicable Bankruptcy Court orders and Bankruptcy Rules, following the termination of this Agreement in accordance with the terms hereof;

b. to the extent entitled to vote thereon, to timely vote or cause to be voted each of its Second Lien Note Claims, Subordinated Note Claims and other claims or equity interests, if any, against any Alternative Transaction or any plan of reorganization, other than the Plan;

c. to forbear from the exercise of any rights or remedies it may have under the Second Lien Notes or Subordinated Notes, in each case, with respect to any defaults or events of default which may arise under the Second Lien Notes or Subordinated Notes occurring at any time on or before the termination of this Agreement; *provided* that except as expressly provided in this Agreement, nothing herein is intended to, does or shall be deemed in any manner to waive, limit, impair, or restrict the ability of each of the Supporting Noteholders to

preserve its rights, remedies and interests, including, but not limited to, its claims against or interests in any of the Debtors or any liens or security interests it may now or hereafter have or benefit from in any assets of the Company, in each case, so long as such actions are not inconsistent with such Supporting Noteholder's obligations hereunder; and

d. not to, directly or indirectly, (i) sell, assign, transfer, permit the participation in, or otherwise dispose of any ownership (including any beneficial ownership) in the Second Lien Note Claims or the Subordinated Note Claims, in whole or in part, or (ii) grant any proxies, deposit any of such Supporting Noteholder's interests in a Second Lien Note Claim or Subordinated Note Claim, into a voting trust, or enter into a voting agreement with respect to any such claims, unless in compliance with the requirements of Section 14 of this Agreement;

provided, *however*, that nothing in this Section 4 shall require any Supporting Noteholder to incur any material expenses, liabilities or other obligations, or agree to any commitments, undertakings, concessions, indemnities or other arrangements that could result in material expenses, liabilities or other obligations to any Supporting Noteholder (except as expressly provided in the Backstop Agreement and the DIP Commitment).

Notwithstanding the foregoing, nothing in this Agreement shall limit any of the rights or remedies of the agent or the DIP Lenders under the DIP Credit Agreement or any of the DIP Orders.

5. Additional Affirmative Covenants of the Company.

For the duration of the RSA Support Period, the Company hereby covenants and agrees severally and jointly to do (and to cause each of its direct or indirect subsidiaries to do) each of the following:

a. to take any and all necessary and appropriate actions to consummate the Restructuring Transactions;

b. to commence the Chapter 11 Cases within one (1) calendar day of the RSA Effective Date and in any event on or before December 17, 2015 (the "Outside Petition Date", and the actual commencement date, the "Petition Date");

c. to (i) file the Plan, the Disclosure Statement, the RSA Agreement Motion, the Backstop Agreement Motion and (other than as provided in (ii)) the First Day Motions with the Bankruptcy Court on the Petition Date, and (ii) file the Disclosure Statement Motion and applications to employ Professionals with the Bankruptcy Court on or within one (1) calendar day after the First Day Hearing Date, and with respect to both (i) and (ii), exercise commercially reasonable efforts to obtain approval of each of the foregoing as soon as practicable, and in any event no later than the timelines contemplated by this Agreement, the Backstop Agreement and the DIP Commitment Letter, and obtain a waiver of

Bankruptcy Rule 6004(h) and request that the Backstop Agreement Order, the RSA Agreement Order and the Disclosure Statement Order each be effective immediately upon its entry by the Bankruptcy Court, and that such orders shall not be subject to revision, modification or amendment by further order of the Bankruptcy Court;

d. to file the DIP Facility Motion with the Bankruptcy Court on the Petition Date and exercise commercially reasonable efforts to obtain interim and final DIP Orders (which DIP Orders shall be in form and substance satisfactory to the Requisite Supporting Noteholders) as soon as reasonably practicable, and in any event no later than the timelines contemplated by this Agreement and the DIP Commitment Letter;

e. to obtain entry of the Confirmation Order as soon as reasonably practicable, and exercise commercially reasonable efforts to cause the Confirmation Order to become effective and enforceable immediately upon its entry and to have the period in which an appeal thereof must be filed commence immediately upon its entry, and, in any event, satisfy all conditions to the effectiveness of the Plan and consummate the Plan as soon as reasonably practicable, in each case and in any event no later than the timelines contemplated by this Agreement, the Backstop Agreement and the DIP Commitment Letter;

f. to exercise commercially reasonable efforts to obtain any and all required regulatory and/or third-party approvals for the Restructuring Transactions, if any;

g. to provide draft copies of all First Day Motions the Company intends to file with the Bankruptcy Court to Stroock at least three (3) business days prior to the Petition Date, provide draft copies of all Definitive Documents and all other motions, applications or material pleadings the Company intends to file with the Bankruptcy Court to the respective legal and financial advisors for the Initial Supporting Noteholders, afford such legal and financial advisors to the Initial Supporting Noteholders a reasonable opportunity to comment and review same in advance of any filing or execution thereof, consider in good faith any comments received from the legal and financial advisors to the Initial Supporting Noteholders with respect to any such documents and, to the extent the Company disagrees with, or determines not to incorporate, any such comments, discuss the same with the respective legal and financial advisors to the Initial Supporting Noteholders, and exercise commercially reasonable efforts to seek Bankruptcy Court approval of each of the foregoing as soon as commercially practicable, and in any event no later than the timelines contemplated by this Agreement, the Backstop Agreement and the DIP Commitment Letter;

h. to provide to Stroock as soon as reasonably practicable, and in any event no later than five (5) business days before the commencement of the hearing to consider the Disclosure Statement Motion, a schedule of executory contracts and unexpired leases (if any) the Company intends to reject, which schedule shall be in form and substance satisfactory to the Initial Supporting Noteholders, and not

file with the Bankruptcy Court any motion, plan or other document seeking to reject any such executory contract or unexpired lease without the consent of the Requisite Supporting Noteholders;

i. to continue to operate the Company's assets and businesses in the ordinary course of business, consistent with past practice, and confer with the Initial Supporting Noteholders and/or their respective professionals, as reasonably requested, to report on operational matters and the general status of ongoing operations;

j. to maintain their good standing under the laws of each state in which they are incorporated or organized and each state in which they own or operate any properties;

k. to provide to the Initial Supporting Noteholders (subject to the execution of appropriate confidentiality agreements) the financial reports and information required to be delivered to the DIP Agent or the DIP Lenders under the DIP Credit Agreement (including, without limitation, the reports and information required to be delivered under Section 5.1(a) of the DIP Credit Agreement);

l. to provide the Initial Supporting Noteholders (subject to the execution of confidentiality agreements) and/or their respective professionals, upon reasonable advance notice to the Company, with (A) reasonable access (without any material disruption to the conduct of the Company's business) during normal business hours to the Company's books, records and facilities, and (B) reasonable access to the management employees and advisors of the Company for the purposes of evaluating the Company's finances and operations and participating in the planning process with respect to the Restructuring and the operations of the Company following the RSA Effective Date;

m. to convene a conference call on the second and fourth Tuesday of each month with the Initial Supporting Noteholders (subject to the execution of confidentiality agreements) and/or their respective professionals to discuss the Company's business and financial condition, which conference calls will include the Company's management and financial and legal advisors; *provided, however*, to the extent any such call is missed or needs to be rescheduled, the Company shall have until the immediate Tuesday thereafter to convene the call;

n. to timely file with the Bankruptcy Court a formal written objection to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order (A) directing the appointment of an examiner with expanded powers or a trustee, (B) converting any of the Chapter 11 Cases to cases under Chapter 7 of the Bankruptcy Code, (C) dismissing any of the Chapter 11 Cases, or (D) modifying or terminating the Company's exclusive right to file and/or solicit acceptances of a plan of reorganization;

o. in the event that the Company (including all subsidiaries and representatives) receives a term sheet or other written proposal or offer or comprehensive oral

proposal (binding or nonbinding) with respect to any Alternative Transaction, to provide written notice thereof to the respective professionals of the Initial Supporting Noteholders within two (2) business days following receipt of such proposal or offer, provide a copy of such proposal or offer to such professionals within three (3) business days following the Company's receipt of such proposal or offer and provide such professionals with a copy of the Company's response to such proposal or offer when such response is delivered to the party submitting such proposal or offer;

p. to provide prompt written notice to the respective professionals of the Initial Supporting Noteholders of (A) any fact, event, occurrence or failure of any event to occur, which could reasonably be likely to cause (1) any representation or warranty of the Company contained in this Agreement or the Backstop Agreement to be untrue or inaccurate in any material respect, (2) any covenant of any of the Company contained in this Agreement or the Backstop Agreement not to be satisfied in any material respect, or (3) any condition precedent contained in the Plan, the Plan Supplement, the Backstop Agreement, any other Definitive Documents or this Agreement not to occur or become impossible to satisfy, (B) receipt of any written notice from any third party alleging that the consent of such party is or may be required in connection with the transactions contemplated by the Restructuring, (C) receipt of any written notice from any governmental body in connection with this Agreement or the transactions contemplated by the Restructuring, (D) receipt of any written notice of any proceeding commenced, or, to the knowledge of the Company, threatened against the Company, relating to or involving or otherwise affecting in any material respect the transactions contemplated by the Restructuring, and (E) any failure of the Company to comply, in any material respect, with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder or under the Backstop Agreement;

q. to promptly notify the Supporting Noteholders or their respective professionals in writing of any fact, occurrence or event which would reasonably be anticipated to have a Material Adverse Effect;

r. (1) to pay, prior to the Petition Date, all Noteholder Fees and Expenses that accrued but remain unpaid as of immediately prior to the Petition Date, and (2) to pay, following commencement of the Chapter 11 Cases, regardless of whether the Restructuring is consummated, all Noteholder Fees and Expenses actually incurred prior to the termination of this Agreement;

s. in consideration for the Company's right to call the Backstop Commitments (as defined in the Backstop Agreement) of the Backstop Parties (as defined in the Backstop Agreement) to purchase the Unsubscribed Notes (as defined in the Backstop Agreement) in accordance with and subject to the terms of the Backstop Agreement, the Debtors shall issue to the Backstop Parties (or their designees) an additional amount of New First Lien Notes in an aggregate principal amount

equal to $5 million, as described in and subject to the terms and conditions set forth in the Backstop Agreement and this Agreement; and

t. in consideration for the Debtors' right to require the DIP Lenders to surrender all claims for payment of the principal portion of the DIP Loan Claims (as defined in the Plan) in exchange for DIP Exchange Notes (as defined in the Plan) in accordance with and subject to the terms and conditions of the Plan, the Debtors shall issue to the DIP Lenders (or their designees) an additional amount of New First Lien Notes in an aggregate principal amount equal to $5.25 million, as described in and subject to the terms and conditions set forth in the Backstop Agreement and this Agreement.

6. Additional Negative Covenants of the Company.

For the duration of the RSA Support Period, the Company hereby covenants and agrees severally and jointly not to do or permit to occur (and shall not permit any of its direct or indirect subsidiaries to do or permit to occur) any of the following, except in any instance as may otherwise be approved in writing by the Requisite Supporting Noteholders in their sole discretion:

a. take any action inconsistent with, or omit to take any action contemplated or required by, this Agreement, the Backstop Agreement or the other Definitive Documents (as applicable);

b. take any steps or actions, or fail to take any steps or actions, the result of which would be reasonably likely to result in the inability to satisfy each of the conditions to closing or effectiveness under the DIP Commitment Letter, the Backstop Agreement, this Agreement, the Plan or any other Definitive Documents;

c. take any action or make any filing or commencing any action challenging the validity, enforceability, perfection, priority or amount of, or seeking avoidance of the liens securing the Second Lien Note Claims, or otherwise seek to restrict the rights of the holders of the Second Lien Notes; *provided, however*, that this shall not be admission or agreement by the Debtors that the liens securing the Second Lien Notes extend to the After-Acquired Leases;

d. issue, sell, pledge, dispose of or encumber any additional shares of, or any options, warrants, conversion privileges or rights of any kind to acquire any shares of, any of its equity interests, including, without limitation, capital stock or partnership interests (other than the Rights, as defined in the Plan);

e. amend or propose to amend its respective certificate or articles of incorporation, bylaws or comparable organizational documents;

f. split, combine or reclassify any outstanding shares of its capital stock or other equity interests, or declare, set aside or pay any dividend or other distribution payable in cash, stock, property or otherwise with respect to any of its equity interests;

g. redeem, purchase or acquire or offer to acquire any of its equity interests, including, without limitation, capital stock or partnership interests;

h. acquire or divest (by merger, exchange, consolidation, acquisition of stock or assets or otherwise) (A) any corporation, partnership, limited liability company, joint venture or other business organization or division, or (B) assets of the Company, other than in the ordinary course of business;

i. fail to comply with any aspect of Section 6.21 of the DIP Credit Agreement;

j. incur or suffer to exist any indebtedness, except indebtedness existing and outstanding immediately prior to the date hereof, trade payables and liabilities arising and incurred in the ordinary course of business, and indebtedness arising under the DIP Credit Agreement;

k. incur any liens or security interests, other than those existing immediately prior to the date hereof;

l. enter into any commitment or agreement with respect to debtor-in-possession financing, cash collateral and/or exit financing, except for the DIP Credit Agreement and the Definitive Documents;

m. enter into any executive employment agreements, collective bargaining agreements or benefit plans, or modify any existing employment agreements, collective bargaining agreements or benefit plans in any manner adverse to the Company;

n. hire any executive or employee whose total annual compensation is greater than $100,000 or increase the compensation for any executive or employee whose total annual compensation is, or as a result of such increase would be, greater than $100,000, other than in respect of annual compensation increases in an amount not greater than 4% for any individual executive or employee, in each case, in the ordinary course of business consistent with past practices;

o. allow or settle claims or any pending litigation for more than $100,000 per claim individually, or $200,000 in the aggregate; or

p. except as otherwise required hereunder or under the Plan, the DIP Credit Agreement or the Backstop Agreement, NGR Holdings shall not own any assets (other than equity interests of the subsidiaries of NGR Holdings on the date this Agreement was executed), incur any liabilities (other than its guarantee of the Senior Notes, as defined in the Plan), or conduct, transact or otherwise engage in, any business, operations or activities other than activities that are incidental (i) to

its ownership of the equity interests of its subsidiaries, or (ii) to the maintenance of its legal existence.

7. Automatic Stay. The Company acknowledges and agrees and shall not dispute that after the commencement of the Chapter 11 Cases, the giving of notice of termination by any Party pursuant to this Agreement or the Backstop Agreement shall not be a violation of the automatic stay of section 362 of the Bankruptcy Code (and the Company hereby waives, to the greatest extent possible, the applicability of the automatic stay to the giving of such notice).

8. Pre-Filing Corporate Reorganization. Prior to the Petition Date, the Company will have effectuated a corporate reorganization, in form and substance satisfactory to the Company and the Requisite Supporting Noteholders, by which, among other things, NGR Holdings, an entity classified as an association taxable as a corporation for U.S. federal income tax purposes, will become the parent entity of New Gulf through a merger transaction and NGR Holdings guaranteed the Second Lien Notes (the "Pre-Filing Corporate Reorganization").

9. Fiduciary Duty Out. Notwithstanding anything to the contrary contained herein, (a) nothing herein requires the Company or its board of managers or officers to breach any fiduciary obligations they have under applicable law, and (b) to the extent that such fiduciary obligations, upon advice from external counsel, require the Company, its officers or its board of managers to terminate the Company's obligations under this Agreement and the Plan, the Company may do so, upon advice from external counsel, subject to the Company's compliance with Section ~~5(o) and Section~~ 15(c)(i) hereof (including the requirement to provide the Initial Supporting Noteholders with at least three (3) business days' advance written notice of the board of managers' intention to so terminate this Agreement and to consider in good faith any proposals that may be made by the Initial Supporting Noteholders during such three (3) business day period relating to potential modifications to the Plan), in which case the Company shall provide written notice of such termination to the respective professionals to the Initial Supporting Noteholders (the "Fiduciary Duty Out"); *provided*, *however*, that if the Fiduciary Duty Out is exercised as a basis to breach the Company's obligations hereunder, or if a Triggering Event (as defined in the Backstop Agreement) occurs, then the Backstop Parties (as defined in the Backstop Agreement) shall receive the Liquidated Damages Payment (as defined in the Backstop Agreement) in accordance with the terms of the Backstop Agreement.

10. Preservation of Rights.

Notwithstanding anything contained herein to the contrary, nothing in this RSA shall (i) be deemed to detract from or interfere with any exercise by any of the Supporting Noteholders of their rights under the Backstop Agreement, the DIP Credit Agreement or the Plan or obligate the Supporting Noteholders to waive any right or condition under the Backstop Agreement, the DIP Credit Agreement or the Plan, (ii) limit the ability of any Supporting Noteholder to consult with the Company, to appear and be heard or to file objections concerning any matter arising in the Chapter 11 Cases, so long as such consultation, appearance or objection is not inconsistent with such Supporting Noteholder's obligations under this Agreement or the terms of the Plan and the other transactions contemplated by this Agreement, the Backstop Agreement and the Plan, (iii) limit the ability of any Supporting Noteholder to consult with other Supporting Noteholders, the Company or any Party, or to appear, object, support and participate

as a party in interest concerning any matter arising under or related to the Chapter 11 Cases, so long as such consultation, appearance, objection, support or participation is not inconsistent with such Supporting Noteholder's obligations under this RSA, the terms of the Plan, and the Definitive Documents, (iv) limit the ability of a Supporting Noteholder to sell or enter into any transactions in connection with the Second Lien Notes or Subordinated Notes or any other claims against or interests in the Company, subject to the terms of Section 14 hereof, or (v) be deemed in any manner to waive, limit, impair, or restrict the ability of each of the Supporting Noteholders to preserve its rights, remedies and interests, including, but not limited to, its claims against or interests in any of the Debtors or any liens or security interests it may now or hereafter have or benefit from in any assets of the Company, in each case, so long as such actions are not inconsistent with such Supporting Noteholder's obligations hereunder.

This Agreement and the Plan are part of a proposed settlement of a dispute among the Parties. If the transactions contemplated herein are not consummated following the date of termination of this Agreement, nothing herein shall be construed as a waiver by any Party of any or all of such Party's rights and the Parties expressly reserve any and all of their respective rights. This Agreement and the negotiations thereof are subject to Federal Rule of Evidence 408 and related applicable rules of evidence.

11. Mutual Representations and Warranties of All Parties.

Each Party severally but not jointly represents and warrants to each of the other Parties that, as of the date hereof (or as of the date a Supporting Noteholder becomes a party hereto):

a. such Party is validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and it has all requisite power and authority to enter into this RSA, carry out the transactions contemplated hereby and perform its obligations under this RSA;

b. the execution and delivery of this RSA and the performance of its obligations hereunder (A) have been duly authorized by all necessary action on its part; (B) do not and will not (i) violate any provision of law, rule or regulation applicable to it or any of its subsidiaries or its charter or bylaws (or other similar governing documents) or those of any of its subsidiaries, or (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or any of its subsidiaries is a party;

c. this RSA constitutes the legally valid and binding obligation of such Party, enforceable against it in accordance with the terms hereof, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability or a ruling of the Bankruptcy Court; and

d. Each Party has reviewed, or has had the opportunity to review, with the assistance of professional and legal advisors of its choosing, all information it deems necessary and appropriate for such party to evaluate the financial risks inherent in the Restructuring Transactions and accept the terms of the Plan.

12. Additional Representations and Warranties by the Supporting Noteholders.

The Supporting Noteholders severally but not jointly represent and warrant that, as of the date hereof **(or as of the date a Supporting Noteholder becomes a party hereto)**:

a. Holdings by Supporting Noteholders. Each such Supporting Noteholder (A) either (i) is the sole beneficial owner of the principal amount of the Second Lien Note Claims and (if applicable) Subordinated Note Claims set forth on such Supporting Noteholders' signature page hereto, or (ii) has sole investment or voting discretion with respect to the principal amount of such Second Lien Note Claims and (if applicable) Subordinated Note Claims as set forth herein and has the power and authority to bind the beneficial owners of such claims to the terms of the RSA, and (B) has full power and authority to act on behalf of, vote, and consent to matters concerning such Second Lien Note Claims and (if applicable) Subordinated Note Claims and to dispose of, exchange, assign, and transfer such claims, including the power and authority to execute and deliver the RSA and to perform its obligations thereunder.

b. No Prior Transfers. ~~As of the date hereof, with~~**With** respect to the Second Lien Note Claims and (if applicable) the Subordinated Note Claims held by each Supporting Noteholder member as set forth on such Noteholder's signature page hereto, such Supporting Noteholder has made no assignment, sale, participation, grant, conveyance or other transfer of, and has not entered into any other agreement to assign, sell, participate, grant, convey or otherwise transfer, in whole in or part, any portion of its right, title, or interests in any such claims that are subject to the RSA that conflict with the representations and warranties of such Supporting Noteholder therein or would render such Supporting Noteholder otherwise unable to comply with the RSA and perform its obligations thereunder.

13. Additional Representations and Warranties by the Company**.**

NGR Holdings (a) does not own, and since its formation has not owned, any assets (other than equity interests of the subsidiaries of NGR Holdings on the date this Agreement was executed), (b) does not have, and since its formation has not had or incurred, any liabilities (other than in respect of any Second Lien Notes that may be guaranteed by NGR Holding in furtherance of the Pre-Filing Reorganization and the Plan), and (c) does not conduct, transact or otherwise engage in, and since its formation has not conducted, transacted or engaged in, any business, operations or activities other than activities that are incidental (i) to its ownership of the equity interests of its subsidiaries, or (ii) to the maintenance of its legal existence.

14. Transfer Restrictions; Joinders.

During the RSA Support Period, no Supporting Noteholder shall (i) sell, assign, transfer, permit the participation in, or otherwise dispose of any interest (including any beneficial ownership) in such Supporting Noteholder's Second Lien Note Claims or Subordinated Note Claims, in whole or in part, or (ii) grant any proxies, deposit any of such Supporting Noteholder's interests in a Second Lien Note Claim or Subordinated Note Claim, into a voting trust, or enter into a voting agreement with respect to any such claims (collectively, the actions described in clauses (i) and (ii), a "Transfer"), unless it satisfies the following requirements (a transferee that satisfies such requirements, a "Permitted Transferee," and such Transfer, a "Permitted Transfer"):

a. the transferee thereof either (A) is already a Supporting Noteholder (in which case, the acquiring Supporting Noteholder's obligations hereunder shall automatically extend to the additional Second Lien Notes or Subordinated Notes so acquired), or (B) prior to such Transfer, agrees in writing for the benefit of the Parties to become a Supporting Noteholder and to be bound by all of the provisions of this Agreement applicable to Supporting Noteholders (including with respect to any and all Second Lien Notes or Subordinated Notes it may already hold) by executing a joinder to this Agreement **substantially** in ~~form and substance acceptable to the Company and the Requisite Supporting Noteholders (excluding, in determining the Requisite Supporting Noteholders for purposes of approving such joinder, any Second Lien Notes that are the subject of such Transfer~~**the form attached hereto as Exhibit E (a "Joinder")** and delivering an executed copy thereof to the Company **and Stroock**; and

b. the intended transferee executes and delivers to counsel to the Company and Stroock on the terms set forth below an executed form of the transfer agreement acceptable to the Requisite Supporting Noteholders and the Company (a "Transfer Agreement") before such Transfer is effective, it being understood that any Transfer shall not be effective until notification of such Transfer and a copy of the executed Transfer Agreement is received by counsel to the Company and Stroock, in each case, on the terms set forth herein.

Upon any such Permitted Transfer, (1) such Permitted Transferee shall be deemed to be a Supporting Noteholder with respect to such transferred Second Lien Notes and/or Subordinated Notes (and any and all Second Lien Notes and/or Subordinated Notes it already may hold prior to such Transfer), and (2) the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement solely to the extent of such transferred Second Lien Notes and/or Subordinated Notes (without, however, affecting its obligations under the Backstop Agreement or the DIP Commitment).

Notwithstanding anything to the contrary herein, (i) the foregoing provisions shall not preclude any Supporting Noteholder from transferring Second Lien Note Claims and Subordinated Note Claims to any related funds, managed accounts, affiliates or any other entity that it controls, is controlled by or is under common control with such Supporting Noteholder

(each, a "Noteholder Affiliate"), which Noteholder Affiliate shall be automatically bound by the RSA upon the transfer of such Second Lien Note Claims or Subordinated Note Claims, provided that such entity shall execute a ~~joinder~~**Joinder** hereto and notice shall be provided to Stroock, and (ii) a Qualified Marketmaker[~~1~~2] that acquires any of the Second Lien Notes, Subordinated Notes, or other claims against or interests in the Company with the purpose and intent of acting as a Qualified Marketmaker for such Second Lien Notes, Subordinated Notes, or other claims against or interests in the Company, shall not be required to execute and deliver to counsel a Transfer Agreement **or a Joinder** or otherwise agree to be bound by the terms and conditions set forth in this RSA if such Qualified Marketmaker transfers such claims or interests (by purchase, sale, assignment, participation, or otherwise) within five business days of its acquisition to a Supporting Noteholder or **a** Permitted Transferee ~~(including, for the avoidance of doubt, the requirement that such transferee execute~~**that executes a Joinder and** a Transfer Agreement~~)~~ and the transfer otherwise is a Permitted Transfer.

This RSA shall in no way be construed to preclude a Supporting Noteholder or any of its Noteholder Affiliates from acquiring additional Second Lien Notes, Subordinated Notes or any other claim against or interests in the Company. To the extent any Supporting Noteholder (i) acquires additional Second Lien Note Claims or Subordinated Note Claims, (ii) holds or acquires any other claims against the Company entitled to vote on the Plan, or (iii) holds or acquires any equity interests in the Company entitled to vote on the Plan, then, in each case, each such Supporting Noteholder shall promptly notify Stroock of such holdings and/or acquisition (including the amount of same) and each such Supporting Noteholder agrees that such claims or equity interests shall automatically be deemed subject to this Agreement (regardless of when or whether notice of such holding and/or acquisition is given), and that, for the duration of the RSA Support Period, it shall vote (or cause to be voted) any such additional claims or equity interests entitled to vote on the Plan (in each case, to the extent still held by it or on its behalf at the time of such vote) in a manner consistent with this Section 14 and Section 4 hereof.

Any Transfer made by a Supporting Noteholder in violation of this provision shall be void *ab initio*, and the Company and the other Supporting Noteholders shall have the right to enforce the voiding of such Transfer. Any Supporting Noteholder that effectuates a Permitted Transfer to a Permitted Transferee shall have no liability under this RSA arising from or related to the failure of the Permitted Transferee to comply with the terms of this RSA; *provided, however*, that such Transfer shall not release any Supporting Noteholder who is also a Backstop Party or a DIP Lender from its obligations under such Backstop Party's Backstop Commitment or DIP Commitment (as applicable), it being understood that any Transfer of Backstop Commitments or DIP Commitments shall be governed by the Backstop Agreement and the DIP Commitment Letter or the DIP Credit Agreement (as applicable).

[~~1~~2] As used herein, the term "Qualified Marketmaker" means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers Claims of the Company (or enter with customers into long and short positions in Claims against the Company), in its capacity as a dealer or market maker in claims against the Company and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

With the prior written consent of the Requisite Supporting Noteholders, additional Noteholders may become Supporting Noteholders under this Agreement by executing a Joinder and delivering the executed Joinder to Stroock and counsel to the Company. Each such additional Noteholder shall thereafter be deemed to be, and shall have the rights and obligations of, a Supporting Noteholder and a Party for all purposes under the terms of and pursuant to this Agreement.

15. Termination of Obligations.

(a) **Mutual Termination:** This Agreement and the obligations of all Parties hereunder may be terminated by mutual agreement of the Company and the Requisite Supporting Noteholders, upon the receipt of written notice delivered to all the Parties in accordance with Section 25 hereof.

(b) **Automatic Termination:** This Agreement and the obligations of all Parties hereunder shall automatically terminate without any further action or notice of any party upon the occurrence of one of the following events:

(i) the Backstop Agreement shall not have been executed by the Company prior to the Petition Date;

(ii) the Backstop Agreement shall have been terminated in accordance with its terms;

(iii) the Bankruptcy Court enters an order converting the Chapter 11 Cases to cases under Chapter 7 of the Bankruptcy Code, appointing a trustee or custodian for the Company or dismissing the Chapter 11 Cases; or

(iv) immediately following the date and time of the occurrence of the Effective Date under the Plan and the completion and consummation of the Restructuring Transactions.

(c) **Company Termination:** The Company may terminate this Agreement, upon receipt of written notice delivered to all the Parties in accordance with Section 25 hereof, upon the occurrence of any of the following events:

(i) a determination by the board of managers of New Gulf to exercise the Fiduciary Duty Out; *provided*, *however*, the board of managers shall not be entitled to terminate this Agreement pursuant to exercise of the Fiduciary Duty Out unless (x) the Company has provided the Initial Supporting Noteholders with at least three (3) business days' advance written notice of the board of managers' intention to so terminate this Agreement, and (y) the board of managers considers in good faith any proposals that may be made by the Initial Supporting Noteholders during such three (3) business day period relating to potential modifications to the Plan;

(ii) a breach by one or more of the Supporting Noteholders of its/their obligations hereunder to the extent such breach would have a material adverse impact on the consummation of the Restructuring and the Restructuring Transactions, which breach is not

cured within five (5) business days after the giving of written notice by the Company of such breach to such Supporting Noteholder(s); or

(iii) the Backstop Agreement shall not have been executed by the Initial Supporting Noteholders prior to the Petition Date.

(d) **Supporting Noteholder Termination:** This Agreement may be terminated by the Requisite Supporting Noteholders, effective upon receipt of written notice delivered to all the Parties in accordance with Section 25 hereof, upon the occurrence of any of the following events:

(i) the Company shall not have commenced the Chapter 11 Cases by the Outside Petition Date;

(ii) the Debtors shall not have complied with their obligations in Section 5(c) of this Agreement;

(iii) the Bankruptcy Court shall not have entered an interim DIP Order, in form and substance satisfactory to the Requisite Supporting Noteholders, approving the DIP Motion on an interim basis, within five (5) calendar days following the Petition Date;

(iv) the Bankruptcy Court shall not have entered, within ~~thirty~~**fifty** (~~30~~**50**) calendar days following the Petition Date, each of the RSA Agreement Order and the Backstop Agreement Order;

(v) the Bankruptcy Court shall not have entered, within ~~forty-five~~**fifty** (~~45~~**50**) calendar days following the Petition Date, (a) a final DIP Order, in form and substance satisfactory to the Requisite Supporting Noteholders, approving the DIP Motion on a final basis, and (b) the Disclosure Statement Order;

(vi) the Bankruptcy Court shall not have entered the Confirmation Order within 130 calendar days following the Petition Date;

(vii) the satisfaction or waiver of all conditions to the effectiveness of the Plan shall not have occurred within 150 calendar days following the Petition Date;

(viii) the DIP Commitments shall have been terminated or the Termination Date (as defined in the DIP Credit Agreement) shall have occurred;

(ix) (A) an "Event of Default" (as defined in the applicable DIP Order or the DIP Credit Agreement) shall have occurred and be continuing and not waived under the DIP Credit Agreement after expiration of any applicable cure period provided therein, or (B) the termination or repayment of the DIP Facility, other than on the effective date of the Plan, shall have occurred;

(x) since the date hereof, there shall have occurred and be continuing any Material Adverse Effect;

(xi) a breach by any of the Supporting Managers of any of its obligations contained in this Agreement, to the extent such breach would reasonably be expected to have a material adverse impact on the Restructuring and the Restructuring Transactions, shall have occurred;

(xii) the breach by the Company of Section 3, Section 5 (other than Sections (g), (l), (m) and (n)) and Section 6 hereof;

(xiii) the breach by the Company of any other obligations of the Company set forth in this Agreement or the Backstop Agreement (other than those obligations described in clause (xiv) of this paragraph), without giving effect to any "materiality" qualifiers set forth therein, and such breach remains uncured for a period of seven (7) calendar days following the Company's receipt of notice from the Requisite Supporting Noteholders pursuant to Section 25 hereof;

(xiv) any representation or warranty in this Agreement made by the Company shall have been untrue in any material respect when made or shall have become untrue in any material respect, and such untrue representation or warranty remains uncured for a period of seven (7) calendar days following the Company's obtaining Knowledge (as defined in the Backstop Agreement) of such occurrence;

(xv) the RSA Agreement Order, the Backstop Agreement Order, either of the DIP Orders, the Disclosure Statement Order, the Plan or the Confirmation Order, shall have been reversed, stayed, dismissed, vacated or reconsidered or modified or amended without the consent of the Requisite Supporting Noteholders;

(xvi) any material term or condition of any of the Definitive Documents whether or not filed with the Bankruptcy Court shall be (whether due to an order of the Bankruptcy Court or otherwise) materially different or adverse to the Supporting Noteholders than as contemplated by the Plan, and such event remains unremedied for a period of five (5) business days following the Company's receipt of notice pursuant to Section 25 hereof;

(xvii) the waiver, amendment or modification of any of the Definitive Documents, or the filing by the Company of a pleading seeking to waive, amend or modify any term or condition of any of the Definitive Documents, which waiver, amendment, modification or filing is materially inconsistent with this Agreement or the Plan;

(xviii) the Company (including its officers, managers, employees, agents or other representatives) (A) withdraws the Plan or publicly announces its intention to withdraw the Plan or to enter into, an agreement (including, without limitation, any agreement in principle, letter of intent, memorandum of understanding or definitive agreement), whether binding or non-binding, or whether subject to terms and conditions, with respect to any Alternative Transaction, (B) files any pleading or document with the Bankruptcy Court agreeing to, evidencing its intention to support, or otherwise supports, any Alternative Transaction, (C) consummates any Alternative Transaction, or (D) takes any action that is materially inconsistent with or is intended or that could reasonably be expected to prevent, interfere with, delay or impede the solicitation of votes on the Plan, approval of the Disclosure Statement Motion, the

Solicitation Procedures and Materials, and the confirmation of the Plan and consummation of the Restructuring Transactions;

(xix) the Bankruptcy Court enters a judgment or order approving, in whole or in part, any motion, application or adversary proceeding challenging the validity, enforceability, perfection, priority or amount of, or seeking avoidance of the Second Lien Note Claims or the liens securing the Second Lien Note Claims or, other than as expressly contemplated by this Agreement, asserting any other cause of action against and/or seeking to restrict the rights of holders of Second Lien Notes in their capacity as such (or the Company supports any such motion, application or adversary proceeding commenced by any third party or consents to the standing of such party); *provided*, *however*, that nothing in this subsection applies with respect to the After-Acquired Leases;

(xx) the Company shall have failed to issue a press release or similar public release announcing this Agreement and directing attention to a website from which this Agreement (including all exhibits) (with such redactions as may be reasonably requested by counsel to the Initial Supporting Noteholders to the extent permitted by law) may be downloaded or otherwise accessed by the general public; *provided*, *however*, that the principal amount of Second Lien Notes and Subordinated Notes listed on each Supporting Noteholder's signature page shall be redacted and shall not be filed publicly, except as required by law;

(xxi) the Bankruptcy Court enters an order authorizing or directing the assumption, assumption and assignment, or rejection of an executory contract (including any employment agreement, severance agreement or other employee benefit plan) or unexpired lease (or the Company files, supports or consents to a motion, application or adversary proceeding seeking such relief), in each case, without the consent of the Requisite Supporting Noteholders (which consent shall not be unreasonably withheld);

(xxii) the Bankruptcy Court grants relief that (A) is inconsistent with this Agreement in any material respect or (B) would, or would reasonably be expected to, frustrate the purposes of this Agreement, including by preventing the consummation of one or more of the Restructuring Transactions (or the Company files, supports or consents to a motion, application or adversary proceeding seeking such relief);

(xxiii) the Bankruptcy Court enters an order, modifying or terminating the Company's exclusive right to file and/or solicit acceptances of a plan of reorganization (or the Company files, supports or consents to a motion, application or adversary proceeding seeking such relief); or

(xxiv) the Bankruptcy Court grants relief terminating, annulling or modifying the automatic stay (as set forth in section 362 of the Bankruptcy Code) with regard to any assets of the Company having an aggregate fair market value in excess of $250,000 in the aggregate; *provided*, *however*, that any modification of the automatic stay expressly provided for by a DIP Order shall not permit the Requisite Supporting Noteholders to terminate this Agreement pursuant to this Section 15(d)(xxiv).

(e) **Company or Noteholder Termination:** The Company or the Requisite Supporting Noteholders may terminate this Agreement, upon receipt of written notice delivered to all the Parties in accordance with Section 25 hereof, in the event that any governmental authority, including any regulatory authority or court of competent jurisdiction, shall have issued any ruling, judgment, order, injunction or other decree which restrains, enjoins or otherwise prohibits or renders illegal the implementation of the Restructuring Transactions and/or the Plan.

(f) **Effect of Termination:** If this Agreement is terminated pursuant to this Section 15, upon such termination (and except as provided in Section 18 hereof as to those provisions that survive termination), this Agreement shall forthwith become void and of no further force or effect, and all further liabilities, obligations, commitments or agreements of each of the Parties hereunder shall be immediately and automatically terminated; *provided* that each Party shall have all rights and remedies that it would have had and shall be entitled to take all actions, whether with respect to the Restructuring or otherwise, that it would have been entitled to take had it not entered into this Agreement, including all rights and remedies available to it under applicable law. Upon a termination of this Agreement in accordance with this Section 15, no Party hereto shall have any continuing liability or obligation to any other Party hereto and the provisions of this Agreement shall have no further force or effect; *provided* that no such termination shall relieve any party from liability for its breach or non-performance of its obligations hereunder prior to the date of such termination. Upon any such termination of this Agreement, each Supporting Noteholder may, upon written notice to the Company and the other Parties, revoke its vote or any consents given by such Supporting Noteholder prior to such termination, whereupon any such vote or consent shall be deemed, for all purposes, to be null and void *ab initio* and shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring and this Agreement. If this Agreement has been terminated in accordance with this Section 15 at a time when permission of the Bankruptcy Court shall be required for a Supporting Noteholder to change or withdraw (or cause to change or withdraw) its vote to accept the Plan, the Company shall support and not oppose any attempt by such Supporting Noteholder to change or withdraw (or cause to change or withdraw) such vote at such time, subject to all remedies available to the Company at law, equity, or otherwise, including those remedies set forth in Section 16 hereof. The Supporting Noteholders shall have no liability to the Company or to each other in respect of any termination of this Agreement in accordance with the terms hereof.

16. Specific Performance.

It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this RSA by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (without securing or posing of a bond or the necessity of proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

17. Counterparts.

This RSA and any amendments, waivers, consents, or supplements hereto or in connection herewith may be executed in multiple counterparts (including by means of telecopied

or electronically transmitted signature pages), all of which taken together shall constitute one and the same RSA. Execution copies of this Agreement may be delivered by facsimile or otherwise, which shall be deemed to be an original for the purposes of this paragraph.

18. Survival.

Notwithstanding the termination of this Agreement pursuant to Section 15 hereof, the agreements and obligations of the Parties in this Section 18 and Sections 3(h), 5(r), 7, 10, 15(f), 19, 20, 22, 26, 30 and 31 hereof (and any defined terms used in any such Sections) shall survive such termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof; *provided*, *however*, that any liability of a Party for failure to comply with the terms of this Agreement shall survive such termination.

19. Disclosure / Publicity.

On or before the commencement of the Chapter 11 Cases, subject to the provisions set forth in Section 20 hereof, the Company shall disseminate a press release disclosing the existence of this Agreement and the terms hereof and of the Plan (including any schedules and exhibits thereto that are filed with the Bankruptcy Court) with such redactions as may be reasonably requested by the Initial Supporting Noteholders to maintain the confidentiality of the items identified in Section 20 hereof, except as otherwise required by law. In the event that the Company fails to make the foregoing disclosures in compliance with the terms specified herein, any such Initial Supporting Noteholder may publicly disclose the foregoing, including, without limitation, this Agreement and all of its exhibits and schedules (subject to the redactions contemplated by Section 15 hereof), and the Company hereby waives any claims or causes of action against the Initial Supporting Noteholders arising as a result of such disclosure by an Initial Supporting Noteholder in compliance with this Agreement.

The Company shall submit drafts to Stroock of any press releases, public documents that constitute disclosure of the existence or terms of this Agreement or any amendment to the terms of this Agreement at least one (1) business day prior to making any such disclosure, and shall afford Stroock a reasonable opportunity under the circumstances to comment on such documents and disclosures and shall consider any such comments in good faith. Except as required by law or otherwise permitted under the terms of any other agreement between the Company and any Initial Supporting Noteholder, no Party or its advisors shall disclose to any person (including, for the avoidance of doubt, any other Initial Supporting Noteholder), other than advisors to the Company, the principal amount or percentage of any Second Lien Notes, Subordinated Notes, or any other securities of the Company held by any Initial Supporting Noteholder, in each case, without such Initial Supporting Noteholders' prior written consent; *provided*, *however*, that (i) if such disclosure is required by law, subpoena, or other legal process or regulation, the disclosing Party shall afford the relevant Initial Supporting Noteholder a reasonable opportunity to review and comment in advance of such disclosure and shall take all reasonable measures to limit such disclosure (the expense of which, if any, shall be borne by the relevant Initial Supporting Noteholder), and (ii) the foregoing shall not prohibit the disclosure of the aggregate percentage or aggregate principal amount of Second Lien Notes and Subordinated Notes held by all the Initial Supporting Noteholders collectively. Notwithstanding

the provisions in this Section 19, any Party may disclose, to the extent consented to in writing by an Initial Supporting Noteholder, such Initial Supporting Noteholder's individual holdings.

20. Confidentiality.

Other than as may be required by applicable law and regulation or by any governmental or regulatory authority or as may be required to comply with the terms of the RSA, no Party shall make any public announcement regarding this RSA without the consent of the other Parties, and each Party shall coordinate with the other Parties regarding communications with the press with respect to this RSA; for the avoidance of doubt, each Party shall have the right, without any obligation to any other Party, to decline to comment to the press with respect to this RSA.

Notwithstanding anything in this Agreement to the contrary, if the Company determines that any information (whether written or oral) required to be delivered under this Agreement is material non-public information within the meaning of Regulation FD of the Securities Exchange Act of 1934 ("MNPI"), the Company shall not be obligated to deliver any such MNPI to any Party (but instead shall deliver such information to such Party's professionals that have executed confidentiality agreements with the Company) unless and until, such Party has executed a confidentiality agreement, in a form reasonably satisfactory to the Company (which confidentiality agreement shall contain confidentiality arrangements substantially similar to the arrangements set forth in those certain confidentiality agreements previously entered into between the Company and the Initial Supporting Noteholders, other than with respect to the "Termination Date", as defined therein).

21. Time is of the Essence. The Parties acknowledge and agree that time is of the essence, and that they must each use best efforts to effectuate and consummate the Restructuring as soon as reasonably practicable.

22. Governing Law; Consent to Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

By its execution and delivery of this Agreement, each of the Parties hereto irrevocably and unconditionally agrees for itself that any legal action, suit, or proceeding against it with respect to any matter under or arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit, or proceeding, shall be brought, if prior to the commencement of the Chapter 11 Cases, in any federal or state court in the Borough of Manhattan, the City of New York, or, following the Petition Date, the Bankruptcy Court (the "Chosen Courts"). By execution and delivery of this Agreement, each of the Parties irrevocably accepts and submits itself to the exclusive jurisdiction of the Chosen Courts, generally and unconditionally, with respect to any such action, suit, or proceeding, and waives any objection it may have to venue or the convenience of the forum. Each of the Parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any proceeding arising out of or relating to this

Agreement or the Restructuring Transactions, (i) any claim that it is not personally subject to the jurisdiction of the Chosen Courts for any reason, (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (iii) that (A) the proceeding in any such court is brought in an inconvenient forum, (B) the venue of such proceeding is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Notwithstanding the foregoing, during the pendency of the Chapter 11 Cases, all proceedings contemplated by this Section 22 shall be brought in the Bankruptcy Court.

EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

23. **Independent Analysis.** Each Party hereby confirms that it has made its own decision to execute this RSA based upon its own independent assessment of documents and information available to it, as it has deemed appropriate.

24. **Third-Party Beneficiaries.** Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties hereto and no other person or entity shall be a third party beneficiary hereof.

25. **Notices.** Any notice, request, instruction or other document to be given hereunder by any party to the others shall be deemed given if in writing and delivered, if contemporaneously sent by electronic mail, registered or certified mail (return receipt requested), as follows:

(a) If to one or more Supporting Noteholders, to the address set forth in such Supporting Noteholders' signature page hereto, with a copy to:

Stroock & Stroock & Lavan LLP
180 Maiden Lane
New York, NY 10038
Attention: Kristopher M. Hansen
Erez Gilad, Esq.
Email: khansen@stroock.com
egilad@stroock.com

(b) If to the Company, to:

NGR Holding Company LLC
10441 S. Regal Boulevard, Suite 210
Tulsa, Oklahoma 74133
Attention: Madeline J. Taylor
Erik Feighner
Email: mtaylor@newgulfresources.com
efeighner@newgulfresources.com

With a copy to:

Baker Botts L.L.P.
2001 Ross Avenue
Suite 600
Dallas, Texas 75201
Attention: Luckey McDowell
Email: luckey.mcdowell@bakerbotts.com

(c) If to one or more Supporting Managers, to the address set forth in such Party's signature page hereto.

26. Successors and Assigns; Severability. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, permitted assigns, heirs, executors, administrators and representatives; *provided, however,* that nothing contained in this Section 26 shall be deemed to permit Transfers of the Second Lien Notes or Subordinated Notes other than in accordance with the express terms of this Agreement. If any provision of this Agreement, or the application of any such provision to any person or entity or circumstance, shall be held invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision hereof and this Agreement shall continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon any such determination of invalidity, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

27. Mutual Drafting. This RSA is the result of the Parties' joint efforts, and each of them and their respective counsel have reviewed this RSA and each provision hereof has been subject to the mutual consultation, negotiation, and agreement of the Parties, and the language used in this RSA shall be deemed to be the language chosen by the Parties to express their mutual intent, and therefore there shall be no construction against either Party based on any presumption of that Party's involvement in the drafting thereof.

28. Amendments. Except as otherwise expressly set forth herein, this RSA, the Plan, any exhibits or schedules hereto or thereto, and the Definitive Documents may not be waived, modified, amended, or supplemented without the written consent of (i) the Company and (ii) the Requisite Supporting Noteholders; *provided, however,* that (a) any increase or decrease in the DIP Commitment (as defined in the DIP Commitment Letter) or the Backstop Commitment (as

defined in the Backstop Agreement) of any Supporting Noteholder, (b) any increase or decrease in the allocation of all or a portion of the DIP Payment (as defined in the DIP Commitment Letter) or the Put Option Notes (as defined in the Backstop Agreement) to any Supporting Noteholder, (c) any increase or decrease in the interest rate under the DIP Credit Agreement, or (d) any increase or decrease in the interest rate, conversion rate or premium amount due under the New First Lien Notes, shall, in each case, require the written consent of each affected ~~Initial~~ Supporting Noteholder; *provided further*, *however*, that any amendment, modification or waiver to the Plan or the Plan Supplement that would materially adversely affect the rights or increase the obligations of any ~~Initial~~ Supporting Noteholder thereunder in a manner that is disproportionate to the comparable rights and obligations of the other ~~Initial~~ Supporting Noteholders thereunder **in relation to their respective rights and obligations immediately prior to such amendment, modification or waiver (without regard to any effect resulting from (x) the individual tax or other circumstances of the Supporting Noteholders, or (y) any differences in the respective percentages of ownership of Second Lien Notes, Subordinated Notes or other claims against or interests in the Debtors held by the Supporting Noteholders)** shall require the written consent of such ~~Initial~~ Supporting Noteholder; *provided further*, *however*, that (1) any waiver, modification, amendment or supplement to this Section 28 shall require the written consent of the Company and each of the ~~Initial~~ Supporting Noteholders, and (2) other than as expressly provided in this Section 28, neither the Backstop Agreement nor the DIP Credit Agreement shall be waived, amended, modified or supplemented in any way except in accordance with its respective terms.

No delay on the part of any Party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any Party of any right, power or privilege pursuant to this Agreement, or any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any Party otherwise may have at law or in equity.

29. Several, Not Joint. The agreements, representations, warranties, and obligations of the Parties (other than the Company) under this RSA are, in all respects, several and neither joint nor joint and several.

30. No Solicitation; Representation by Counsel; Adequate Information.

This Agreement is not and shall not be deemed to be a solicitation for votes in favor of the Plan in the Chapter 11 Cases or a solicitation to tender or exchange any of the Second Lien Notes or Subordinated Notes. The acceptances of the Supporting Noteholders with respect to the Plan will not be solicited until each Supporting Noteholder has received the Disclosure Statement and related ballots and solicitation materials, each as approved by the Bankruptcy Court.

Each Party acknowledges that it has had an opportunity to receive information from the Company and that it has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal

decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived.

Although none of the Parties intends that this Agreement should constitute, and they each believe it does not constitute, a solicitation or acceptance of a chapter 11 plan of reorganization or an offering of securities, each Supporting Noteholder acknowledges, agrees and represents to the other Parties that it (i) is an "accredited investor" as such term is defined in Rule 501(a) of the Securities Act of 1933, (ii) understands that the securities to be acquired by it pursuant to the Restructuring Transactions have not been registered under the Securities Act and that such securities are, to the extent not acquired pursuant to section 1145 of the Bankruptcy Code, being offered and sold pursuant to an exemption from registration contained in the Securities Act, based in part upon such Supporting Noteholders' representations contained in this Agreement and cannot be sold unless subsequently registered under the Securities Act or an exemption from registration is available, and (iii) has such knowledge and experience in financial and business matters that such Supporting Noteholder is capable of evaluating the merits and risks of the securities to be acquired by it pursuant to the Restructuring Transactions and understands and is able to bear any economic risks with such investment.

31. Relationship Among Parties.

It is understood and agreed that no Supporting Noteholder (or any of its professionals) has any duty of trust or confidence in any kind or form with any other Supporting Noteholder and, except as expressly provided in this Agreement, there are no commitments among or between them. It is understood and agreed that any Supporting Noteholder may trade in the claims or other debt or equity securities of the Company without the consent of the Company or any other Supporting Noteholder, subject to applicable securities laws and the terms of this Agreement *provided, however*, that no Supporting Noteholder shall have any responsibility for any such trading to any other entity by virtue of this Agreement. No prior history, pattern or practice of sharing confidences among or between the Supporting Noteholders or the Company shall in any way affect or negate this understanding and agreement.

Notwithstanding anything to the contrary herein, nothing in this Agreement shall require any Supporting Noteholder or representative of a Supporting Noteholder that becomes a member of a statutory committee that may be established in the Chapter 11 Cases to take any action, or to refrain from taking any action, in such person's capacity as a statutory committee member; *provided, however*, that nothing in this Agreement shall be construed as requiring any Supporting Noteholder to serve on any statutory committee in the Chapter 11 Cases.

[*Signature Pages Follow*]

EXHIBIT E

Form of Joinder

JOINDER TO RESTRUCTURING SUPPORT AGREEMENT

[_____], 2016

The undersigned (the "Joining Supporting Noteholder") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of December 17, 2015 (including the exhibits attached thereto) (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Agreement"), by and among (a) NGR Holding Company LLC, a Delaware limited liability company ("NGR Holding"), New Gulf Resources, LLC, a Delaware limited liability company ("New Gulf"), and the direct and indirect subsidiaries of NGR Holding and New Gulf party thereto (together with NGR Holding and New Gulf, the "Debtors"), (b) each of the Supporting Managers (as defined in the Agreement) party thereto, and (c) each of the Supporting Noteholders (as defined in the Agreement) party thereto. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Agreement.

1. Agreement to Be Bound. The Joining Supporting Noteholder hereby agrees to be bound by all of the terms of the Agreement, a copy of which is attached hereto as Annex I (as the same has been or may hereafter be amended, restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof). The Joining Supporting Noteholder shall hereafter be deemed to be a "Supporting Noteholder" and a "Party" (each as defined in the Agreement) for all purposes under the terms of and pursuant to the Agreement and with respect to all claims against and interests in the Debtors held by such Joining Supporting Noteholder.

2. Representations and Warranties. The Joining Supporting Noteholder hereby makes, as of the date hereof, the representations and warranties (a) of the Parties set forth in Section 11 of the Agreement, and (b) of the Supporting Noteholders set forth in Section 12 of the Agreement to each other Party or only the Debtors (as applicable).

3. Governing Law; Consent to Jurisdiction. Section 22 of the Agreement is hereby incorporated by reference, except that references to the Agreement therein shall refer to this joinder agreement (the "Joinder") to the Agreement.

4. Effectiveness. This Joinder shall become effective when executed and delivered by the Joining Supporting Noteholder, subject to any approval of the Requisite Supporting Noteholders that may be required by Section 14 of the Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Joining Supporting Noteholder has caused this Joinder to be executed as of the date first written above.

[Joining Supporting Noteholder]

By:
_____Name:
_____Title:

Notice Address:
[_____]
[_____]

Facsimile:

Attention:

Principal Amount of Second Lien Note Claims:

Principal Amount of Subordinated Note Claims:

Annex C

Exhibit E to Backstop Agreement

Joinder to Backstop Note Purchase Agreement

[_____], 2016

The undersigned (the "Joining Backstop Party") hereby acknowledges that it has read and understands the Backstop Note Purchase Agreement, dated as of December 17, 2015 (including the exhibits attached thereto), a copy of which is attached hereto as Annex I (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Agreement"), by and among (a) NGR Holding Company LLC, a Delaware limited liability company ("NGR Holding"), New Gulf Resources, LLC, a Delaware limited liability company ("New Gulf"), and the direct and indirect subsidiaries of NGR Holding and New Gulf party thereto (together with NGR Holding and New Gulf, the "Debtors"), and (b) each of the Backstop Parties (as defined in the Agreement) party thereto. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Agreement.

1. Agreement to Be Bound. The Joining Backstop Party hereby agrees to be bound by all of the terms, covenants, conditions and obligations of the Agreement. The Joining Backstop Party shall hereafter be deemed to be a "Backstop Party" (as defined in the Agreement) for all purposes under the terms of and pursuant to the Agreement. Any references in the Agreement to execution and delivery of the Agreement or to the "Effective Date" shall, with respect to the Joining Backstop Party, be deemed references to execution and delivery of, or the date of execution of, this Joinder.

2. Schedule 1. In connection with the Joining Backstop Party becoming a Backstop Party, Schedule 1 to the Agreement (which sets forth the Backstop Commitment Percentages and Backstop Commitment Amounts of the Backstop Parties) shall be revised as indicated on Schedule 1 hereto.

3. Representations and Warranties. The Joining Backstop Party hereby makes the representations and warranties of the Backstop Parties set forth in Section 3 of the Agreement to the Debtors as of the date hereof and as of the Effective Date.

4. Governing Law. This joinder agreement (the "Joinder") to the Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to any conflicts of law provisions which would require the application of the law of any other jurisdiction.

5. Submission to Jurisdiction. Section 12.6 of the Agreement is hereby incorporated by reference, except that references to the Agreement therein shall be deemed to refer to this Joinder.

6. Effectiveness. This Joinder shall become effective when executed and delivered by the Joining Backstop Party and countersigned by the Company.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Joining Backstop Party has caused this Joinder to be executed as of the date first written above.

	[Joining Backstop Party] By: _____ Name: _____ Title: _____
	Notice Address: [_____] [_____]
	Facsimile: _____
	Attention: _____
Accepted and countersigned by:	
ON BEHALF OF THE DEBTORS: NEW GULF RESOURCES, LLC By: _____ Name: _____ Title: _____	
REQUISITE BACKSTOP PARTIES	
[To come]	

[Changes to Schedule 1 to be attached]

Annex D

~~*Execution Copy*~~

BACKSTOP NOTE PURCHASE AGREEMENT

AMONG

NEW GULF RESOURCES, LLC,

NGR HOLDING COMPANY LLC,

ITS DIRECT AND INDIRECT SUBSIDIARIES

AND

THE BACKSTOP PARTIES HERETO

Dated as of December 17, 2015

(as amended effective as of January 4, 2016)

TABLE OF CONTENTS

Schedules

Exhibits

THIS BACKSTOP NOTE PURCHASE AGREEMENT[1] (as amended, supplemented or otherwise modified from time to time, together with any schedules, exhibits and annexes hereto, this "Agreement") is entered into as of December 17, 2015, by and among (a) New Gulf Resources, LLC, a Delaware limited liability company (as in existence on the date hereof, as a debtor-in-possession in the Chapter 11 Cases (as defined below) and as a reorganized debtor, as applicable, the "Company"), (b) NGR Holding Company LLC, a Delaware limited liability company and the parent entity of the Company (as in existence on the date hereof, as a debtor-in-possession in the Chapter 11 Cases and as a reorganized debtor, as applicable, "Parent"), (c) each of the direct and indirect Subsidiaries of Parent (such Subsidiaries, each as in existence on the date hereof, as a debtor-in-possession in the Chapter 11 Cases and as a reorganized debtor, as applicable, together with the Company and Parent, each a "Debtor" and, collectively, the "Debtors"), and (d) each of the ~~undersigned~~ entities and/or their investment advisors, managers, managed funds or accounts, intermediaries or nominees set forth on Schedule 1 hereto **as it may be amended or modified from time to time in accordance herewith** (each, a "Backstop Party" and, collectively, the "Backstop Parties"). Capitalized terms used in this Agreement are defined in Section 13.1 hereof.

RECITALS

WHEREAS, the Debtors intend to restructure pursuant to a plan of reorganization in the form attached hereto as Exhibit A (as it may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof and the terms of this Agreement and the Restructuring Support Agreement, together with the Plan Supplement, the "Plan") which will be filed by the Debtors in connection with contemplated voluntary filings (the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, pursuant to (and subject to the terms and conditions set forth in) the Plan, the Company will conduct a rights offering, on the terms set forth in the Plan and this Agreement (the "Rights Offering"), by distributing to each holder of an Allowed Second Lien Notes Claim as of the Rights Offering Record Date (such members, the "Rights Offering Participants"), non-transferable, non-certificated rights (the "Rights") to purchase such Rights Offering Participant's Pro Rata share of New First Lien Notes (the "Rights Offering Notes");

WHEREAS, the amount of the Rights Offering shall be an amount equal to $50,000,000 (the "Rights Offering Amount"); and

WHEREAS, in order to facilitate the Rights Offering, pursuant to this Agreement, and subject to the terms, conditions and limitations set forth herein, each of the Backstop Parties, severally and not jointly, has agreed to (a) purchase such Backstop Party's Primary Notes in connection with the Rights Offering and (b) provide the Debtors with the right to require such Backstop Party to purchase, and each Backstop Party has agreed to purchase from the Debtors, on the Effective Date, such Backstop Party's Backstop Commitment Percentage of the Rights

[1] **This composite version of the Backstop Note Purchase Agreement incorporates the changes contained in the Omnibus Amendment to Restructuring Support Agreement and Backstop Note Purchase Agreement dated as of January 27, 2016 and effective as of January 4, 2016.**

Offering Notes that have not been subscribed for by the Rights Offering Participants by the Rights Offering ~~Termination~~**Expiration** Date **(including the Unallocated Amount)** (the "Unsubscribed Notes");

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties and covenants set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Debtors and the Backstop Parties agree as follows:

1. **Rights Offering and Backstop.**

1.1 **The Rights Offering.**

(a) The Company will commence the Rights Offering contemporaneously with, and as part of, the solicitation process for the Plan. The Rights Offering shall be conducted by the Company and consummated on the terms, subject to the conditions and in accordance with the procedures set forth in Exhibit B hereto (the "Rights Offering Procedures") and otherwise on the applicable terms and conditions set forth in this Agreement, the Plan and the Restructuring Support Agreement.

(b) On the terms, subject to the conditions and limitations, and in reliance on the representations and warranties set forth in this Agreement, each of the Backstop Parties hereby agrees, severally and not jointly, to exercise in full all Rights distributed to such Backstop Party in the Rights Offering and purchase such Backstop Party's Primary Notes on the terms set forth in this Agreement, the Restructuring Support Agreement and the Rights Offering Procedures. The Primary Commitments of the Backstop Parties are several, not joint, obligations of the Backstop Parties, such that no Backstop Party shall be liable or otherwise responsible for the Primary Commitment of any other Backstop Party.

(c) The Company hereby agrees and undertakes to deliver to each of the Backstop Parties, by facsimile or e-mail, a certification by an officer of the Company (the "Backstop Certificate") of (i) the aggregate principal amount of Primary Notes to be issued and sold by the Company to such Backstop Party and the aggregate Purchase Price therefor, and (ii) either (A) if there are Unsubscribed Notes, a true and accurate calculation of the aggregate principal amount of Unsubscribed Notes, or (B) if there are no Unsubscribed Notes, the fact that there are no Unsubscribed Notes, it being understood that the Backstop Commitments to purchase Unsubscribed Notes shall be terminated at the Closing. The Backstop Certificate shall be delivered by the Company to each of the Backstop Parties as soon as practicable after the Rights Offering ~~Termination~~**Expiration** Date and, in any event, at least seven (7) Business Days prior to the anticipated Effective Date (the date that the Backstop Certificate is delivered by the Company to each of the Backstop Parties, the "Determination Date").

1.2 **Backstop Commitment.**

(a) On the terms, subject to the conditions (including, without limitation, the entry of the Backstop Agreement Order by the Bankruptcy Court and the Backstop Agreement Order becoming a Final Order) and limitations, and in reliance on the representations and warranties set forth in this Agreement, each of the Backstop Parties hereby agrees, severally and

not jointly, to give the Company the right to require such Backstop Party, and each Backstop Party has agreed, to purchase from the Company, on the Effective Date, at the aggregate Purchase Price therefor, its Backstop Commitment Percentage of all Unsubscribed Notes as of the Rights Offering ~~Termination~~**Expiration** Date; provided, however, that no Backstop Party shall be required to purchase Unsubscribed Notes pursuant to this Section 1.2(a) in an aggregate principal amount that exceeds the Backstop Commitment Amount of such Backstop Party. The Backstop Commitments of the Backstop Parties are several, not joint, obligations of the Backstop Parties, such that no Backstop Party shall be liable or otherwise responsible for the Backstop Commitment of any other Backstop Party. The Unsubscribed Notes that each of the Backstop Parties is required to purchase pursuant to this Section 1.2(a) are referred to herein as such Backstop Party's "Backstop Commitment Notes".

(b) At least three (3) Business Days prior to the anticipated Effective Date (the "Deposit Deadline"), each Backstop Party shall, severally and not jointly, deposit into an escrow account (the "Escrow Account") with a bank or trust company approved by the Company and the Requisite Backstop Parties (the "Escrow Agent"), by wire transfer of immediately available funds, an amount equal to the aggregate Purchase Price for such Backstop Party's Primary Notes and such Backstop Party's Backstop Commitment Notes (such Backstop Party's "Aggregate Purchase Price") pursuant to an escrow agreement, in form and substance reasonably satisfactory to the Requisite Backstop Parties and the Company (the "Escrow Agreement").

(c) In the event that a Backstop Party defaults (a "Funding Default") on its obligation to deposit its Aggregate Purchase Price in the Escrow Account by the Deposit Deadline pursuant to Section 1.2(b) hereof (each such Backstop Party, a "Defaulting Backstop Party"), then each Backstop Party that is not a Defaulting Backstop Party (each, a "Non-Defaulting Backstop Party") shall have the right (the "Default Purchase Right"), but not the obligation, to elect to commit to purchase from the Debtors, at the aggregate Purchase Price therefor, up to such Non-Defaulting Backstop Party's Adjusted Commitment Percentage of (i) all Primary Notes required to be purchased by the Defaulting Backstop Party pursuant to Section 1.1(b) and (ii) all Backstop Commitment Notes required to be purchased by the Defaulting Backstop Party pursuant to Section 1.2(a) but (in either case) with respect to which such Defaulting Backstop Party did not make the required deposit in accordance with Section 1.2(b). Within one (1) Business Day after a Funding Default, the Company shall send a written notice to each Non-Defaulting Backstop Party, specifying (x) the aggregate principal amount of Primary Notes and Backstop Commitment Notes subject to such Funding Default (collectively, the "Default Notes") and (y) the maximum principal amount of Default Notes such Non-Defaulting Backstop Party may elect to commit to purchase (determined in accordance with the first sentence of this Section 1.2(c)). Each Non-Defaulting Backstop Party will have three (3) Business Days after receipt of such notice to elect to exercise its Default Purchase Right by notifying the Company in writing of its election and specifying the maximum principal amount of Default Notes that it is committing to purchase (up to the maximum principal amount of Default Notes such Non-Defaulting Backstop Party is permitted to commit to purchase pursuant to the first sentence of this Section 1.2(c)). If any Non-Defaulting Backstop Party elects to commit to purchase less than the maximum principal amount of Default Notes such Non-Defaulting Backstop Party is permitted to commit to purchase pursuant to the first sentence of this Section 1.2(c) or if any Non-Defaulting Backstop Party does not elect to commit to purchase any Default Notes within the 3-Business Day period referred to in the immediately

preceding sentence, then the principal amount of Default Notes that such Non-Defaulting Backstop Party does not commit to purchase shall be allocated among all of the Non-Defaulting Backstop Parties who (in addition to exercising in full their respective Default Purchase Rights) elect to commit to purchase such principal amount of Default Notes on a *pro rata* basis based on the respective Adjusted Commitment Percentages of such Non-Defaulting Backstop Parties (such allocation and commitment to purchase to be made by utilizing the same procedures set forth in the two immediately preceding sentences). If Non-Defaulting Backstop Parties elect to commit to purchase all (but not less than all) Default Notes in accordance with this Section 1.2(c), each Non-Defaulting Backstop Party that has elected to commit to purchase Default Notes hereby agrees, severally and not jointly, to deposit into the Escrow Account pursuant to the Escrow Agreement, by wire transfer of immediately available funds, an amount equal to the aggregate Purchase Price for such Default Notes no later than one (1) Business Day after the day that the Company has notified the Non-Defaulting Backstop Parties that Non-Defaulting Backstop Parties have elected to commit to purchase all (but not less than all) Default Notes. If Non-Defaulting Backstop Parties do not elect to commit to purchase all Default Notes in accordance with this Section 1.2(c), then no Non-Defaulting Backstop Party shall be required to deposit in the Escrow Account any portion of the Purchase Price for the Default Notes which such Non-Defaulting Backstop Party may have elected to commit to purchase pursuant to this Section 1.2(c) unless otherwise agreed to in writing by the Requisite Backstop Parties and then only on the terms agreed in writing by the Requisite Backstop Parties. The Default Notes with respect to which each Backstop Party is required to deposit funds into the Escrow Account pursuant to this Section 1.2(c), if any, together with such Backstop Party's Primary Notes, Backstop Commitment Notes and Put Option Notes, shall be referred to as such Backstop Party's "Backstop Notes".

1.3 **Closing.**

(a) The closing of the purchase and sale of Primary Notes and, if applicable, Backstop Commitment Notes and Default Notes hereunder (the "Closing") will occur at 10:00 a.m., New York City time, on the Effective Date. At the Closing, (i) the Company and the Requisite Backstop Parties shall execute and deliver to the Escrow Agent a joint written instruction directing the Escrow Agent to distribute the funds held in the Escrow Account to the Company in accordance with the terms of the Escrow Agreement by wire transfer of immediately available funds to an account designated by the Company pursuant to wire instructions previously provided by the Company to the Escrow Agent no less than two (2) Business Days prior to the anticipated Effective Date, and (ii) each of the Debtors (as applicable) shall deliver to each Backstop Party (A) the Backstop Notes to be issued to such Backstop Party by the Company pursuant to this Agreement, duly authenticated by the indenture trustee under the New Indenture, and (B) such certificates, counterparts to agreements, documents or instruments required to be delivered by such Debtor to such Backstop Party pursuant to Section 6.1 hereof. Subject to Section 4.9, the Backstop Notes shall be registered in the name of Cede & Co., as a nominee of the Depository Trust Company ("DTC"), and be evidenced by global securities held on behalf of members or participants in DTC as nominees for the Backstop Parties. The agreements, instruments, certificates and other documents to be delivered on the Effective Date by or on behalf of the Debtors will be delivered to the Backstop Parties at the offices of Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038.

(b) Anything in this Agreement to the contrary notwithstanding (but without limiting the provisions of Section 12.1 hereof), any Backstop Party, in its sole discretion, may designate that some or all of the Backstop Notes be issued in the name of, and delivered to, one or more of its Affiliates or Related Funds that (in any such case) is an Accredited Investor.

1.4 **Put Option Notes**. The Debtors and the Backstop Parties hereby acknowledge that, in consideration for the Company's right to call the Backstop Commitments of the Backstop Parties to purchase the Unsubscribed Notes pursuant to the terms of this Agreement, the Company shall be required to issue to the Backstop Parties (or their designees) an additional amount of New First Lien Notes (to be issued as part of, and for a proportionate part of the consideration paid with respect to, each Backstop Party's purchase of Backstop Commitment Notes and Primary Notes) in an aggregate principal amount equal to $5,000,000 (the "Put Option Notes") on a *pro rata* basis based upon their respective Backstop Commitment Percentages; provided, however, no Defaulting Backstop Party shall be entitled to receive any Put Option Notes and any Non-Defaulting Backstop Party that purchases Default Notes shall be entitled to receive additional Put Option Notes in an aggregate principal amount equal to the product of (a) the aggregate principal amount of Put Option Notes that would have been issued to the applicable Defaulting Backstop Party if such Defaulting Backstop Party had not committed a Funding Default and (b) a fraction, the numerator of which is the aggregate principal amount of Default Notes which such Non-Defaulting Backstop Party purchases and the denominator of which is the aggregate principal amount of Default Notes of such Defaulting Backstop Party. The Debtors hereby further acknowledge and agree that (i) the Put Option Notes shall be fully earned as of the Execution Date (but to be issued only upon Closing), (ii) the Put Option Notes shall not be refundable under any circumstance or creditable against any other amount paid or to be paid in connection with this Agreement or any of the Contemplated Transactions or otherwise, (iii) shall be issued without setoff or recoupment and shall not be subject to defense or offset on account of any claim, defense or counterclaim, (iv) shall be issued free and clear of and without deduction for any and all applicable taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, and (v) agree to treat the Put Option Notes for U.S. federal income tax purposes as a premium for an option to put the Backstop Commitment Notes to the Backstop Parties.

1.5 **Transaction Expenses.** Whether or not the transactions contemplated by this Agreement or any of the other Contemplated Transactions are consummated, the Debtors hereby agree to reimburse or pay, as the case may be, the Transaction Expenses as follows: (a) all accrued and unpaid Transaction Expenses incurred up to (and including) the date of this Agreement (the "Execution Date") (such Transaction Expenses, the "Initial Transaction Expenses") shall be paid in full on the Execution Date, (b) after the Petition Date, all accrued and unpaid Transaction Expenses incurred up to (and including) the date of entry by the Bankruptcy Court of the Backstop Agreement Order shall be paid in full on the date of entry by the Bankruptcy Court of the Backstop Agreement Order, without Bankruptcy Court review or further Bankruptcy Court order, (c) after the date of entry by the Bankruptcy Court of the Backstop Agreement Order, all accrued and unpaid Transaction Expenses shall be paid on a regular and continuing basis promptly (but in any event within five (5) Business Days) after invoices are presented to the Debtors, without Bankruptcy Court review or further Bankruptcy Court order, (d) on the Effective Date, all accrued and unpaid Transaction Expenses incurred up to (and including) the Effective Date shall be paid on the Effective Date, without Bankruptcy

Court review or further Bankruptcy Court order and (e) if applicable, upon termination of this Agreement, all accrued and unpaid Transaction Expenses incurred up to (and including) the date of such termination shall be paid in full promptly (but in any event within five (5) Business Days) after invoices are presented to the Debtors, without Bankruptcy Court review or further Bankruptcy Court order; provided, however, that the payment of the Transaction Expenses under the circumstances set forth in clauses (b), (c), (d) and (after the Petition Date) (e) above shall be subject to the terms of the Backstop Agreement Order. All Transaction Expenses of a Backstop Party shall be paid to such Backstop Party (or its designee) by wire transfer of immediately available funds to the account(s) specified by such Backstop Party. The Transaction Expenses shall constitute allowed administrative expenses against the Debtors' estates under the Bankruptcy Code. The terms set forth in this Section 1.5 shall survive termination of this Agreement and shall remain in full force and effect regardless of whether the transactions contemplated by this Agreement or any of the other Contemplated Transactions are consummated. The obligations set forth in this Section 1.5 are in addition to, and do not limit, the Debtors' obligations under Sections 1.4, 1.6 and 8 hereof.

1.6 **Liquidated Damages Payment**. The Debtors hereby acknowledge and agree that the Backstop Parties have expended, and will continue to expend, considerable time, effort and expense in connection with this Agreement and the negotiation hereof, and that this Agreement provides value to, is beneficial to, and is necessary to preserve, the Debtors' estates. Accordingly, the Debtors agree to pay to the Non-Defaulting Backstop Parties a cash payment in the aggregate amount of $3,500,000 (the "Liquidated Damages Payment") on a *pro rata* basis (based on their respective Adjusted Commitment Percentages) by wire transfer of immediately available funds to the accounts designated by the Non-Defaulting Backstop Parties if this Agreement is terminated as follows:

(a) if this Agreement shall be terminated (i) pursuant to Section 7(a)(ii) hereof as a result of the Restructuring Support Agreement being terminated pursuant to Section 15(c)(i), Section 15(d)(xviii)(A), Section 15(d)(xviii)(B) or Section 15(d)(xviii)(C) of the Restructuring Support Agreement, or (ii) pursuant to Section 7(c)(vi) hereof, then, in any such case referred to in this clause (a), the Debtors shall pay the Liquidated Damages Payment on the date of the consummation of any Alternative Transaction; or

(b) if (i) this Agreement shall be terminated (x) pursuant to Section 7(a)(i) or Section 7(b) hereof (other than Section 7(b)(iv) hereof), (y) pursuant to Section 7(a)(ii) hereof as a result of the Restructuring Support Agreement being terminated pursuant to Section 15(b)(iii) or Section 15(d) of the Restructuring Support Agreement (other than Section 15(d)(xviii)(A), Section 15(d)(xviii)(B) or Section 15(d)(xviii)(C) of the Restructuring Support Agreement), or (z) pursuant to Section 7(c) hereof (other than Section 7(c)(vi) and Section 7(c)(viii) hereof), and (ii) within twelve (12) months after the date of termination of this Agreement any of the Debtors enters into an agreement (including, without limitation, any agreement in principle, letter of intent, memorandum of understanding or definitive agreement) with respect to, or consummates, any Alternative Transaction, then the Debtors shall pay the Liquidated Damages Payment (to the extent not previously paid) on the date of the consummation of any Alternative Transaction.

The Liquidated Damages Payment, if any, shall be paid (A) without setoff or recoupment and shall not be subject to defense or offset on account of any claim, defense or counterclaim

and (B) free and clear of and without deduction for any and all applicable taxes, levies, imposts, deductions, charges or withholdings, other than taxes required to be withheld under applicable Law, and all liabilities with respect thereto. The terms set forth in this Section 1.6 shall survive termination of this Agreement and shall remain in full force and effect regardless of whether the transactions contemplated by this Agreement or any of the other Contemplated Transactions are consummated. The parties acknowledge that the agreements contained in this Section 1.6 are an integral part of the transactions contemplated by this Agreement, are actually necessary to preserve the value of the Debtors' estates and constitute liquidated damages and not a penalty, and that, without these agreements, the Backstop Parties would not have entered into this Agreement. The Liquidated Damages Payment shall be payable without Bankruptcy Court review or further Bankruptcy Court order. The Liquidated Damages Payment shall constitute an allowed administrative expense against the Debtors' estates under the Bankruptcy Code. The obligations set forth in this Section 1.6 are in addition to, and do not limit, the Debtors' obligations under Sections 1.4, 1.5 and 8 hereof. For the avoidance of doubt, under no circumstances shall both the Put Option Notes and the Liquidated Damages Payment be issuable or payable hereunder.

1.7 **Interest; Costs and Expenses.** Any amounts required to be paid by the Debtors pursuant to Section 1.5 hereof or Section 1.6 hereof, if not paid on or before the date on which such amounts are required to be paid in accordance with the terms of any such Section (the "Interest Commencement Date"), shall include interest on such amount from the Interest Commencement Date to the day such amount is paid, computed at an annual rate equal to the rate of interest which is identified as the "Prime Rate" and normally published in the Money Rates Section of The Wall Street Journal during such period. In addition, the Debtors shall pay all reasonable and documented out-of-pocket costs and expenses (including legal fees and expenses) incurred by the Backstop Parties in connection with any action or proceeding (including the filing of any lawsuit or the assertion in the Chapter 11 Cases of a request for reimbursement) taken by any of them to collect such unpaid amounts (including any interest accrued on such amounts under this Section 1.7). Amounts required to be paid by the Debtors pursuant to this Section 1.7 (a) shall be paid without setoff or recoupment and shall not be subject to defense or offset on account of any claim, defense or counterclaim and (b) shall be paid free and clear of and without deduction for any and all applicable taxes, levies, imposts, deductions, charges or withholdings, other than taxes required to be withheld under applicable Law, and all liabilities with respect thereto. Amounts required to be paid by the Debtors pursuant to this Section 1.7 shall constitute allowed administrative expenses against the Debtors' estates under the Bankruptcy Code. The obligations of the Debtors under this Section 1.7 shall survive any termination or expiration of this Agreement.

1.8 **Original Issue Discount**. The Company and each Backstop Party hereby agree, except as otherwise required by applicable Law, (a) to treat the Backstop Notes as debt for U.S. federal income tax purposes, (b) to treat the Backstop Notes as a single debt issuance with original issue discount ("OID"), and as a debt instrument described in Treasury Regulations Section 1.1272-1(c)(5) (which therefore is governed by the rules set out in Treasury Regulations Section 1.1272-1(c), and not by the rules set out in Treasury Regulations Section 1.1275-4), (c) that any calculation by the Company or its agents regarding the amount of OID for any accrual period on the Backstop Notes shall be as set forth by the Company or its agents in accordance with applicable U.S. tax law, Treasury Regulation, and other applicable guidance, and will be

available, after preparation, to such Backstop Party with respect to the Backstop Notes held by such Backstop Party, for any accrual period in which such Backstop Party held such Backstop Notes, promptly upon request, and (d) to adhere to this Agreement for U.S. federal income tax purposes with respect to such Backstop Party for so long as such Backstop Party holds Backstop Notes and not to take any action or file any tax return, report or declaration inconsistent herewith (including, with respect to the amount of OID on the Backstop Notes). This Section 1.8 is not an admission by any Backstop Party that it is subject to United States taxation.

2. **Representations and Warranties of the Debtors.** Except as set forth in (i) the Exhibit Disclosure Statement (excluding any risk factor disclosure and disclosure of risks included in any "forward-looking statements" disclaimer or other statements included in the Exhibit Disclosure Statement that are predictive, forward-looking, non-specific or primarily cautionary in nature, and only to the extent that the relevance of a disclosure or statement in the Exhibit Disclosure Statement to a representation or warranty in this Section 2 is reasonably apparent on the face of such disclosure or statement that it is responsive to the subject matter of such representation and warranty (provided that no information shall be deemed disclosed for purposes of any of the Fundamental Representations unless specifically set forth in the section of the Debtor Disclosure Schedule relating to such applicable Fundamental Representation)) and (ii) the disclosure schedule delivered by the Company to the Backstop Parties on the Execution Date (the "Debtor Disclosure Schedule") (provided that disclosure made in one section of the Debtor Disclosure Schedule of any facts or circumstances shall be deemed adequate disclosure of such facts or circumstances with respect to all other representations or warranties of the Debtors if it is reasonably apparent on the face of such disclosure that it is responsive to the subject matter of such representations and warranties; provided, however, that no information shall be deemed disclosed for purposes of any of the Fundamental Representations unless specifically set forth in the section of the Debtor Disclosure Schedule relating to such applicable Fundamental Representation)), the Debtors hereby, jointly and severally, represent and warrant to the Backstop Parties as set forth in this Section 2. Except for representations and warranties that are expressly limited as to a particular date, each representation and warranty of the Debtors is made as of the Execution Date and as of the Effective Date:

2.1 **Organization of the Debtors.** Each Debtor is a corporation or limited liability company (as the case may be) duly organized or formed (as applicable), validly existing and in good standing under the Laws of the State of Delaware, and has full corporate or limited liability company (as applicable) power and authority to conduct its business as it is now conducted. Each Debtor is duly qualified or registered to do business as a foreign corporation or limited liability company (as the case may be) and is in good standing under the Laws of each jurisdiction in which either the ownership or use of the properties owned or used by it, or the nature of the activities conducted by it, requires such qualification or registration, except where the failure to be so qualified or registered would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

2.2 **Organization and Capitalization of the Subsidiaries.**

(a) Schedule 2.2(a) hereto sets forth the name and jurisdiction of incorporation or organization (as applicable) of each Subsidiary of Parent. Except as set forth on Schedule 2.2(a) hereto, Parent or one or more of its Subsidiaries, as the case may be, beneficially

owns all of the outstanding shares of capital stock or other equity interests (or any securities convertible into, or exercisable or exchangeable for, any such capital stock or other equity interests) of each of the Subsidiaries of Parent. Except for the Parent's Subsidiaries, Parent does not own or hold any direct or indirect equity, profits or ownership interest of any corporation, partnership, limited liability company or other Person or business. Except as described on Schedule 2.2(a) hereto, neither Parent nor any of its Subsidiaries has any Contract to directly or indirectly acquire any direct or indirect equity, profits or ownership interest in any Person or business.

(b) All of the outstanding shares of capital stock or other equity interests (or any securities convertible into, or exercisable or exchangeable for, any such capital stock or other equity interests) of each Subsidiary of Parent have been duly authorized and validly issued and are fully paid and nonassessable, and Parent has good and marketable title to such shares of capital stock or other equity interests (or securities convertible into, or exercisable or exchangeable for, any such capital stock or other equity interests), free and clear of all Encumbrances. There are, and there will be on the Effective Date, no options, warrants, securities or rights that are or may become exercisable or exchangeable for, convertible into, or that otherwise give any Person any right to acquire shares of capital stock or other securities of any Subsidiary of Parent or to receive payments based in whole or in part upon the value of the capital stock of any Subsidiary of Parent, whether pursuant to a phantom stock plan or otherwise. There are no Contracts relating to the issuance, grant, sale or transfer of any shares of capital stock, profits interests, equity securities, options, warrants, convertible securities or other securities of any Subsidiary of Parent. There are, and there will be on the Effective Date, no outstanding Contracts of Parent or any Subsidiary of Parent to repurchase, redeem or otherwise acquire any shares of capital stock, profits interests, equity securities, options, warrants, convertible securities or other securities of any Subsidiary of Parent, and no Subsidiary of Parent has granted any registration rights with respect to any of its securities.

2.3 **Authority; No Conflict.**

(a) Each Debtor (i) has the requisite corporate or limited liability company (as applicable) power and authority (A) to enter into, execute and deliver this Agreement and the other Definitive Documents to which it is (or will be) a party, and to enter into, execute and file with the Bankruptcy Court the Plan and (B) subject to the entry by the Bankruptcy Court of the Backstop Agreement Order and the Confirmation Order, to perform and consummate the Contemplated Transactions, and (ii) has taken all necessary corporate or limited liability company (as applicable) action required for (x) the due authorization, execution and delivery of this Agreement and the other Definitive Documents to which it is (or will be) a party, (y) the due authorization, execution and filing with the Bankruptcy Court of the Plan and (z) the performance and consummation of the Contemplated Transactions. This Agreement has been (or, in the case of each Definitive Document to be entered into by a Debtor at or prior to the Closing, will be) duly executed and delivered by each Debtor (or, in the case of a Definitive Document, the Debtor party thereto). This Agreement constitutes (or, in the case of each Definitive Document to be entered into by a Debtor after the Petition Date and at or prior to the Closing, subject to the entry of the Confirmation Order, will constitute) the legal, valid and binding obligation of each Debtor (or, in the case of a Definitive Document, the Debtor party thereto), enforceable against such Debtor in accordance with its terms. Subject to entry of the

Confirmation Order and the expiration or waiver by the Bankruptcy Court of the fourteen (14)-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), the Plan constitutes the legal, valid and binding obligation of each Debtor, enforceable against such Debtor in accordance with its terms.

(b) Neither the execution and delivery by the Debtors of this Agreement or any of the other Definitive Documents, the execution or filing with the Bankruptcy Court by the Debtors of the Plan nor the performance or consummation by the Debtors of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time or both):

(i) contravene, conflict with or result in a violation or breach of any provision of the Organizational Documents of any Debtor;

(ii) contravene, conflict with or result in a violation of any Law or Order to which any Debtor, or any of the properties, assets, rights or interests owned or used by any Debtor, are bound or may be subject;

(iii) contravene, conflict with or result in a violation or breach of any provision of, or give rise to any right of termination, acceleration or cancellation under, any Contract to which any Debtor is a party or which any Debtor's properties, assets, rights or interests are bound or may be subject; or

(iv) result in the imposition or creation of any Encumbrance upon or with respect to any of the assets, properties, rights or interests owned or used by any Debtor that will not be released and discharged pursuant to the Plan;

except, in the case of clauses (ii) and (iii) above, where such occurrence, event or result (x) would not, individually or in the aggregate, reasonably be expected to be adverse in any material respect to the Debtors, taken as a whole, or (y) arises solely as a result of the filing of the Chapter 11 Cases.

(c) Subject to the Approvals, none of the Debtors will be required to give any notice to, make any filing with or obtain any Consent from, any Person in connection with the execution and delivery of this Agreement or any other Definitive Document, or the execution and filing with the Bankruptcy Court of the Plan, or the performance or consummation of any of the Contemplated Transactions.

2.4 **Proceedings.** Except as set forth on Schedule 2.4 hereto, there are no pending, outstanding or, to the Knowledge of the Debtors, threatened Proceedings to which any Debtor is a party or to which any properties, assets, rights or interests of any of them are bound or subject, except for (a) following the Petition Date, claims of creditors or parties in interest in the Chapter 11 Cases and (b) Proceedings that if adversely determined to such Debtor would not, individually or in the aggregate, reasonably be expected to be adverse in any material respect to the Debtors, taken as a whole.

2.5 **Brokers or Finders.** Except as set forth on Schedule 2.5 hereto, no Debtor has 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, any of the other Definitive Documents, the Plan or any of the Contemplated Transactions.

2.6 **Exemption from Registration.** Assuming the accuracy of the Backstop Parties' representations set forth in Section 3 hereof and assuming the accuracy of all of the representations, warranties and certifications made by all of the Rights Offering Participants in their respective Rights Offering Election Forms, each of the Specified Issuances will be exempt from the registration and prospectus delivery requirements of the Securities Act.

2.7 **Issuance.**

(a) The Backstop Notes issued and delivered to the Backstop Parties pursuant to this Agreement will be free and clear of all taxes, liens, Encumbrances (other than transfer restrictions imposed under applicable securities Laws), pre-emptive rights, rights of first refusal, subscription and similar rights.

(b) Upon the issuance and delivery of the New First Lien Notes in accordance with this Agreement and the New Indenture, the New First Lien Notes will be convertible at the option of the holder thereof into New Common Units in accordance with the terms of the New First Lien Notes and the New Indenture, and such New Common Units have been duly authorized and reserved and, when issued and delivered upon conversion of the New First Lien Notes in accordance with the terms thereof and the New Indenture, will be validly issued, fully paid and non-assessable, and will be free and clear of all taxes, liens, Encumbrances (other than transfer restrictions imposed under applicable securities Laws), pre-emptive rights, rights of first refusal, subscription and similar rights.

2.8 **No Violation or Default**. No Debtor is in violation of its Organizational Documents. Except as set forth on Schedule 2.8 hereto, no Debtor is: (a) except for any defaults arising as a result of the Chapter 11 Cases, in default, and no event has occurred that, with notice or lapse of time or both, would constitute a default, under any Material Contract to which such Debtor is a party or by which such Debtor or any of the properties, assets, rights or interests of such Debtor is bound or subject; or (b) in violation of any Law or Order, except, in the case of clauses (a) and (b) above, for any such default or violation that would not, individually or in the aggregate, reasonably be expected to be adverse in any material respect to the Debtors, taken as a whole.

2.9 **Intellectual Property.**

(a) The Debtors own or possess adequate rights to use all patents, inventions and discoveries (whether patentable or not), trademarks, service marks, trade names, trade dress, internet domain names, copyrights, published and unpublished works of authorship (including software), and all registrations, recordations and applications of the foregoing and know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) and licenses related to any of the foregoing ("IP Rights") owned by or used in the conduct of the businesses or operations of any Debtor ("Debtor IP Rights"), except where the failure to own or possess such rights to (or have licenses related to) any such IP Rights would not, individually or in the aggregate, reasonably be expected to be

adverse in any material respect to the Debtors, taken as a whole. The conduct of the businesses and operations of each Debtor does not and will not infringe or misappropriate any IP Rights of any third party, and each Debtor has not received any written notice of any claim of infringement or misappropriation of any IP Rights of others. None of the Debtor IP Rights owned by any Debtor have been adjudged invalid or unenforceable. The Debtors have maintained all registered patents, trademarks and copyrights in full force and effect and used commercially reasonable efforts to protect all trade secrets. To the Knowledge of the Debtors, no third party has infringed or misappropriated any Debtor IP Rights. Schedule 2.9 hereto contains a complete and true list of all issued patents, registered trademarks, registered copyrights or applications for the foregoing in any jurisdiction that are a part of the Debtor IP Rights.

(b) Each Debtor owns or possesses adequate rights to use all computer systems (including hardware, software databases, firmware and related equipment), communications systems, and networking systems, (the "IT Systems") used by each Debtor in connection with the operation of its businesses or operations (the "Debtor IT Systems"). The Debtor IT Systems are adequate in all material respects for their intended use in the operation of the Debtors' businesses and operations, taken as a whole, as such businesses and operations are currently conducted. There has not been any material malfunction with respect to any of the Debtor IT Systems that has caused material disruption to any of the Debtors' businesses and operations, taken as a whole, since the date of the Halcon Purchase Agreement that has not been remedied or replaced in all material respects.

(c) Each Debtor has complied at all times in all material respects with applicable Laws regarding the collection, retention, use and protection of personal information. No Person (including any Governmental Body) has made any claim or commenced any action relating to any Debtor's business privacy or data security practices, including with respect to the access, disclosure or use of personal information maintained by or on behalf of any of such business or, to the Knowledge of the Debtors, threatened any such claim or action or conducted any investigation or inquiry thereof. To the Knowledge of the Debtors, the Debtors' businesses and operations, taken as a whole, have not, since the date of the Halcon Purchase Agreement, experienced any loss, damage, or unauthorized access, disclosure, use or breach of security of any personal information in any Debtor's possession, custody or control, or otherwise held or processed on its behalf.

2.10 **Licenses and Permits**. Each Debtor possesses or has obtained all Governmental Authorizations from, have made all declarations and filings with, and have given all notices to, the appropriate Governmental Bodies that are necessary or required for the ownership or lease of its properties, assets, rights or interests, or the conduct or operation of its businesses or operations, including those with respect to the Oil and Gas Assets, except where the failure to possess, obtain, make or give any of the foregoing would not, individually or in the aggregate, reasonably be expected to be adverse in any material respect to the Debtors, taken as a whole. No Debtor has received notice of any revocation, suspension or modification of any such Governmental Authorization, or has any reason to believe that any such Governmental Authorization will be revoked or suspended, or will not be renewed in the ordinary course, or that any such renewal will be materially impeded, delayed, hindered, conditioned or burdensome to obtain, except to the extent that any of the foregoing would not, individually or in the

aggregate, reasonably be expected to be adverse in any material respect to the Debtors, taken as a whole.

2.11 **Compliance With Environmental Laws**. Except as set forth on Schedule 2.11 hereto, each Debtor:

(a) is in compliance with any and all applicable Environmental Laws;

(b) have received and are in compliance with all Governmental Authorizations required of them under applicable Environmental Laws to conduct its businesses and operations, including those with respect to the Oil and Gas Assets, and that there is no Order or Proceeding pending or, to the Knowledge of the Debtors, threatened which would prevent the conduct of such businesses or operations; and

(c) have no Knowledge and have not received written notice from any Governmental Body or any Person of:

(i) any violations of, or liability under, Environmental Laws with respect to the presence of any hazardous or toxic substances or wastes, pollutants or contaminants at, on, under, or emanating from any of its Owned Real Property, Leased Real Property, or other Oil and Gas Assets; and

(ii) any actual liability for the investigation or remediation of any Disposal or Release of hazardous or toxic substances or wastes, pollutants or contaminants at, on, under or emanating from any of its Owned Real Property, Leased Real Property, or other Oil and Gas Assets, or any of its formerly owned, operated or leased real properties or tangible personal properties, or any of its divested businesses or predecessors in interest;

except in each case of clauses (a) through (c) above, that which would not, individually or in the aggregate, reasonably be expected to be adverse in any material respect to the Debtors, taken as a whole. For purposes of this Section 2.11, "Disposal" and "Release" shall have the same meanings as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.). Notwithstanding anything to the contrary in this Agreement, the representations and warranties set forth in this Section 2.11 are the Debtors' sole and exclusive representations with respect to environmental matters, except to the extent that any of the representations and warranties of the Debtors set forth in and Section 2.16 address or relate to environmental matters.

2.12 **Compliance With ERISA.**

(a) Schedule 2.12(a) hereto sets forth a complete and accurate list of all material employee benefit, compensation and incentive plans, arrangements and agreements (including, but not limited to, employee benefit plans within the meaning of Section 3(3) of ERISA) (all such plans, arrangements and agreements, without regard to the materiality qualifier above, the "Benefit Plans") maintained, sponsored or contributed to by any Debtor for or on behalf of any employees, officers, directors, managers, or independent contractors, or former employees, officers, directors, managers, or independent contractors of such Debtor or any of its

Affiliates or for which any Debtor has any material liability. Each Benefit Plan has been maintained in compliance in all material respects with its terms and the requirements of any applicable Laws, including, but not limited to, ERISA and the Internal Revenue Code of 1986, as amended (the "Code"), except where the failure to comply with such applicable Laws would not, individually or in the aggregate, reasonably be expected to be adverse in any material respect to the Debtors, taken as a whole. Each Benefit Plan intended to be "qualified" within the meaning of Section 401(a) of the Code is so qualified and each trust maintained thereunder is exempt from taxation under Section 501(a) of the Code and, to the Knowledge of the Debtors, no circumstances exist that are likely to result in the revocation of such qualified status of any such Benefit Plan or related trust.

(b) None of the Benefit Plans are, and neither the Debtors nor any of their respective ERISA Affiliates maintain, contribute to, or have an obligation to contribute to, or in the past six (6) years has maintained, contributed to, or had an obligation to contribute to, or have any liability with respect to, (i) a single-employer plan subject to Title IV of ERISA or Section 412 of the Code or (ii) a multiemployer plan (within the meaning of Section 4001(3) of ERISA).

(c) None of the Debtors , nor, to the Knowledge of the Debtors, any trustee, fiduciary or administrator thereof has engaged in a transaction in connection with which any of the Debtors , or any trustee, fiduciary or administrator thereof, or any party dealing with any Benefit Plan or any such trust could be subject to a civil penalty or tax under ERISA or the Code, including but not limited to, a civil penalty assessed pursuant to Section 409 or Section 502(i) of ERISA or a tax imposed pursuant to Section 4975 or Section 4976 of the Code, except any of the foregoing that would not, individually or in the aggregate, reasonably be expected to be adverse in any material respect to the Debtors, taken as a whole.

2.13 **No Unlawful Payments**. Neither any Debtor nor any current or former director, manager, officer or employee of any Debtor has, directly or indirectly: (a) made, offered or promised to make or offer any payment, loan or transfer of anything of value, including any reward, advantage or benefit of any kind, to or for the benefit of any employee or official of a Governmental Body, candidate for public office, political party or political campaign, for the purpose of (i) influencing any act or decision of such employee, official, candidate, party or campaign, (ii) inducing such employee, official, candidate, party or campaign to do or omit to do any act in violation of a lawful duty, (iii) obtaining or retaining business for or with any Person, (iv) expediting or securing the performance of official acts, or (v) otherwise securing any improper advantage, in each case in any manner that would violate the Bribery Laws; (b) paid, offered or promised to pay or offer any bribe, payoff, influence payment, kickback, unlawful rebate, or other similar unlawful payment of any nature; (c) made, offered or promised to make or offer any unlawful contributions, gifts, entertainment or other unlawful expenditures; (d) established or maintained any unlawful fund of corporate monies or other properties; (e) created or caused the creation of any false or inaccurate books and records of any of the Debtors related to any of the foregoing; or (f) otherwise violated any provision of the Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§ 78dd-1, et seq., or any other applicable anti-corruption or anti-bribery Law (collectively, the "Bribery Laws").

2.14 **Absence of Certain Changes or Events**. Since June 30, 2015, and excluding any transactions effected in connection with the Chapter 11 Cases that are specifically contemplated by the Restructuring Support Agreement, the Exhibit Plan or the Exhibit Disclosure Statement, (x) each Debtor has conducted its businesses only in the Ordinary Course of Business, (y) there has been no Material Adverse Effect (excluding, solely for purposes of the representation made in this Section 2.14 and Section 6.1(m) to the extent it relates to this Section 2.14 (and not for purposes of any other term, condition or provision in this Agreement, including Section 6.1(p)), the impact of commodity prices) and (z) except as set forth on Schedule 2.14 hereto, no Debtor has:

(a) discharged or satisfied any material Encumbrance, or discharged or satisfied any material obligation, other than current liabilities in the Ordinary Course of Business;

(b) other than in the Ordinary Course of Business, (i) disposed any material properties or assets (real or personal, tangible or intangible), or (ii) made any material acquisition of the assets of any other Person (or series of related acquisitions);

(c) (i) mortgaged, pledged or otherwise encumbered or subjected to any Encumbrance any material properties or assets (real or personal, tangible or intangible), or (ii) made any material capital investment in, or any material loan to, any other Person (or series of related material capital investments or loans);

(d) made any material change in the accounting methods (including assumptions underlying estimates of reserves for inventory and accounts receivable and accruals for liabilities), other than as required by GAAP;

(e) incurred any damage, destruction, loss or casualty, in each case to the extent all or any portion thereof is not covered by insurance, to material properties or assets;

(f) other than in the Ordinary Course of Business or as required by Law, (i) adopted, entered into or amended, terminated or cancelled any Benefit Plan, (ii) increased, or agreed to any increase in, the compensation payable or to become payable to, or increased the contractual term of employment of, any officer, director, manager or employee with an annual salary as of the Execution Date in excess of $100,000, or (iii) entered into, terminated or cancelled any collective bargaining agreement, works council or similar agreement with any labor organization;

(g) incurred, assumed or guaranteed any liabilities or obligations in respect of indebtedness for borrowed money (including any Contract pursuant to which any Debtor has issued any note, bond, indenture, debenture, letter of credit, swap or similar instrument), letters of credit, the deferred purchase price of property, conditional sale arrangements, obligations under leases which must be (in accordance with GAAP) recorded as capital leases, or interest rate or currency or commodity hedging activities, other than (i) borrowings under the RBL Facility and (ii) paid-in-kind interest payments under the Subordinated Notes;

(h) other than as expressly contemplated by the Drilling Program Summary, made any capital expenditures or commitments therefor in excess of $100,000;

(i) made or changed any material election, changed any material annual accounting period, adopted or changed any material method of accounting, filed any material amended tax return, entered into any material closing agreement, settled any material claim or assessment, surrendered any right to claim a material refund, consented to any extension or waiver of the limitations period applicable to any material claim or assessment (other than pursuant to extensions of time to file tax returns obtained in the Ordinary Course of Business), in each case, with respect to taxes;

(j) waived or cancelled any debt, claim or right involving in excess of $100,000 per claim individually, or $200,000 in the aggregate;

(k) canceled or terminated any material insurance policy naming it as a beneficiary or a loss payable payee without obtaining comparable substitute insurance coverage; or

(l) agreed or committed to take any of the actions described in the foregoing clauses (a) through (k).

2.15 **Material Contracts.**

(a) Schedule 2.15(a) hereto sets forth a true and complete list of each Contract (other than Oil and Gas Leases) of any Debtor currently in effect in the categories listed below (collectively, the "Material Contracts"):

(i) any Contract that provides for the incurrence of indebtedness for borrowed money (including any Contract pursuant to which any Debtor has issued any note, bond, indenture, debenture, letter of credit, swap or similar instrument), letters of credit, the deferred purchase price of property, conditional sale arrangements, obligations under leases which must be (in accordance with GAAP) recorded as capital leases, obligations secured by an Encumbrance, or interest rate or currency or commodity hedging activities (including guarantees or other contingent liabilities in respect of any of the foregoing), except for (A) the DIP Credit Agreement, (B) the RBL Facility, (C) the Senior Notes and (D) the Subordinated Notes.

(ii) any material license agreement (other than for commercially available off-the-shelf software), where any Debtor licenses in (or licenses out) or is otherwise authorized to use (or authorizes another Person to use) IP Rights;

(iii) each Contract (A) limiting the right of any Debtor to compete with any Person in any business or in any geographical area or to hire or engage any Person, (B) restricting or impairing the ability of any Debtor to freely conduct its business or operations, or (C) restricting any Debtor from disclosing any information concerning or obtained from any other Person (in the case of clause (C), other than Contracts entered into in the Ordinary Course of Business);

(iv) each Contract or series of related Contracts providing for any capital commitment or capital expenditure by any Debtor of greater than $100,000;

(v) each Contract that is a collective bargaining agreement or other agreement with any trade union or other labor organization;

(vi) each Contract with a Related Person of any Debtor, other than Benefit Plans;

(vii) each Contract with, or for the benefit of, a Governmental Body;

(viii) each Contract relating to any material Governmental Authorizations;

(ix) each Contract containing any exclusive dealing or "most favored nation" provisions;

(x) each co-development, profit sharing, partnership or joint venture or similar Contract;

(xi) each Contract relating to the acquisition or disposition (by merger, consolidation or acquisition of stock or assets) by any Debtor of any Person or division thereof or collection of assets constituting all or substantially all of a business or business unit;

(xii) each Contract granting to any Person a first refusal, first offer or similar preferential right to purchase or acquire any right, interest, asset or property of any Debtor;

(xiii) each Contract pursuant to which any Person has the right to use any Equipment or other portion of the Oil and Gas Assets;

(xiv) each Contract providing for payments to or by any Debtor in excess of $200,000 in any 12-month period;

(xv) each Contract that contains minimum annual purchase obligations (take-or-pay) or that contain penalties or repricing provisions if certain minimum quantities are not purchased; and

(xvi) each outstanding written commitment to enter into any Contract of the type described in clauses (i) through (xv) of this Section 2.15(a).

(b) True and complete copies of all Material Contracts have previously been made available to the Backstop Parties. Each Material Contract is in full force and effect and is valid, binding and enforceable against the applicable Debtor and, to the Knowledge of the Debtors, each other party thereto, in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar Laws of

general applicability relating to or affecting creditor's rights generally and by the application of general principles of equity. Other than in connection with the filing of the Chapter 11 Cases, neither the Debtors nor, to the Knowledge of the Debtors, any other party to such Material Contracts is in breach of or default under any obligation thereunder or has given notice of default to any other party thereunder, except for breaches and defaults that would not, individually or in the aggregate, reasonably be expected to be adverse in any material respect to the Debtors, taken as a whole.

2.16 **Oil and Gas Matters.**

(a) Schedule 2.16(a) hereto sets forth a true and complete list and one line description of each Oil and Gas Lease to which any Debtor is a party effect. Each Debtor has Defensible Title to its Oil and Gas Leases and, in no event, less than ninety percent (90%) of the total value of such Oil and Gas Leases determined by reference to the report of Cawley, Gillespie & Associates, Inc. dated as of October 1, 2015 (the "Reserve Report"), and good title to all its material personal Oil and Gas Assets in each case, free and clear of all Encumbrances other than Permitted Encumbrances. Each Oil and Gas Contract is valid and subsisting, in full force and effect, and there exists no breach or unremedied default under any Oil and Gas Contract by the Debtor party thereto, or, to the Knowledge of the Debtors, by any other party thereto, except, in each case, such defaults as would not, individually or in the aggregate, reasonably be expected to be adverse in any material respect to the Debtors, taken as a whole.

(b) The Oil and Gas Assets for which any of the Debtors is an operator and, to the Knowledge of the Debtors, any other Oil and Gas Assets are in compliance in all material respects with all Laws applicable thereto and the Oil and Gas Assets for which any of the Debtors is an operator and, to the Knowledge of the Debtors, any other Oil and Gas Assets have been maintained, operated and developed in accordance with Prudent Oil and Gas Practices.

(c) None of the Oil and Gas Assets or any portion thereof are subject to any Preference Right.

(d) Except as set forth on Schedule 2.16(d) hereto, as of the Execution Date: (i)(x) all rentals, royalties, excess royalty, overriding royalty interests, Hydrocarbon production payments, and other payments due and payable by any Debtor to overriding royalty interest holders and other interest owners under or with respect to the Oil and Gas Assets and the Hydrocarbons produced therefrom or attributable thereto, have been paid or have been directed to be paid by a Debtor or its Affiliates, or if not paid, are being held in suspense as set forth on Schedule 2.16(d) hereto, and (y) all rentals, royalties, excess royalty, overriding royalty interests, Hydrocarbon production payments, and other payments due and payable to any Debtor under or with respect to the Oil and Gas Assets for which any of the Debtors is an operator and, to the Knowledge of the Debtors, any other Oil and Gas Assets and, in each case, the Hydrocarbons produced therefrom or attributable thereto, have been paid, and no portion thereof is being held in suspense, subject to a claim for refund by the purchaser, used as an offset or as collateral for other obligations (whether disputed or undisputed), or otherwise not being paid to such Debtor as it becomes due in the ordinary course of business, and (ii) no Debtor is obligated under any Contract or arrangement for the sale of Hydrocarbons from the Oil and Gas Assets containing a take-or-pay, advance payment, prepayment, or similar provision, or under any gathering,

transmission, or any other Contract or arrangement with respect to any of the Oil and Gas Assets to gather, deliver, process, or transport any Hydrocarbons without then or thereafter receiving full payment therefor.

(e) Except as set forth on Schedule 2.16(e) hereto, no operations are being conducted pursuant to any Oil and Gas Lease or Oil and Gas Contract as to which the Debtor party thereto has elected to be a non-consenting party under the terms thereof and with respect to which it has not yet recovered its full participation.

(f) Except as set forth on Schedule 2.16(f) hereto, (i) since the consummation of the transactions contemplated thereby, no Debtor has made any claims for indemnity under the Halcon Purchase Agreement; and (ii) except for individual transactions involving amounts less than or equal to $25,000 (but if such individual transactions in the aggregate exceed $500,000 then including any such transactions in excess of $500,000), no Debtor is party to or bound by any Contract or arrangement for the purchase, sale, acquisition, disposition or transfer of any Oil and Gas Asset, except for sales of Hydrocarbons in the Ordinary Course of Business; and (iii) none of the Oil and Gas Assets are subject to any Contract or arrangement containing an area of mutual interest under which a Debtor may be obligated to make assignments to third Persons of interests in any Oil and Gas Asset.

(g) Schedule 2.16(g) hereto accurately sets forth, as of the Execution Date, all of the Imbalances of the Debtors arising with respect to the Hydrocarbon Interests or production therefrom.

(h) As of the Execution Date, there is no actual or, to the Knowledge of the Debtors, threatened taking (whether permanent, temporary, whole or partial) of any part of the Oil and Gas Assets by reason of condemnation or the threat of condemnation.

(i) As of the Execution Date, no Debtor has received any claim, notice or Order from any Governmental Body or other Person for which a response or any action is currently required (i) alleging any Hydrocarbon production from any Oil and Gas Asset for which any of the Debtors is an operator and, to the Knowledge of the Debtors, from any other Oil and Gas Asset is or was in excess of volumes permitted by the applicable Oil and Gas Lease or applicable Law, or (ii) regarding any change proposed in the production allowables for any Oil and Gas Asset for which any of the Debtors is an operator and, to the Knowledge of the Debtors, from any other Oil and Gas Asset.

(j) Schedule 2.16(j) hereto sets forth all Oil and Gas Leases that, as of the Execution Date, are being held beyond their primary term (i) by fulfillment of any continuous drilling clauses contained therein or (ii) by payment of any amount in lieu of such fulfillment. The Debtors have delivered, via their financial advisor, to the Backstop Parties a true and correct summary of their planned drilling program in the "Well Count and Cost Assumptions" section of the slide entitled "Minimum Capital Plan Assumptions," dated December 16, 2015, for the three (3) calendar year period beginning January 1, 2016 (such period the "Reference Period, and such summary the "Drilling Program Summary") which contemplates, for each calendar year, the drilling of the number of wells on the Johnson Ranch and Bedias VT properties indicated in the relevant column. The drilling of the number of wells specified in the Drilling Program Summary

is sufficient, together with the lease expenditures described therein, as of the Execution Date, and assuming such activities are carried out as described therein, to, for the duration of the Reference Period, maintain not less than ninety percent (90%) of the total value of the Oil and Gas Leases (determined by reference to the Reserve Report), it being agreed that such assumption shall not be interpreted to be invalid by reason of any later variation of actual D&C or Infrastructure costs from any projected amount.

(k) Except as set forth on Schedule 2.16(k) hereto, to the Knowledge of the Debtors, there are no wells constituting a part of the Oil and Gas Assets of the Debtors or in which any Debtor has any interest that were required by applicable Law or Contract to be plugged and abandoned that have not been plugged and abandoned in accordance in all material respects with all applicable Laws or Contracts.

(l) The Oil and Gas Assets include gathering equipment and all other personal property, equipment, and facilities necessary for the operation by the Debtors of their business as presently operated, in material compliance with Prudent Oil and Gas Practices and applicable Laws.

(m) There is no outstanding authorization for expenditure or other commitment to make capital expenditures with respect to any Oil and Gas Assets which any Debtor reasonably anticipates will individually require expenditures net to any Debtor's interest in excess of $100,000, except as set forth on Schedule 2.16(m) hereto.

(n) Except as set forth on Schedule 2.16(n) hereto, other than the Oil and Gas Properties, no Debtor owns, leases or has any other right, title or interest in or to any real property other than leasehold interests in respect of the Debtor's corporate office space located in Tulsa, Oklahoma.

2.17 **Financial Statements**. Each of (a) the audited consolidated balance sheet of New Gulf Resources, LLC and its Subsidiaries as of December 31, 2014 and December 31, 2013, and the related consolidated statements of operations, changes in members' equity and cash flows for the fiscal years ended December 31, 2014 and December 31, 2013 (collectively, the "Audited Financial Statements"), (b) the unaudited consolidated balance sheet of New Gulf Resources, LLC and its Subsidiaries as of June 30, 2015, and the related unaudited consolidated statements of operations for the three- and six-month periods then ended, changes in members' equity and cash flows for the six-month period then ended, and (c) the unaudited consolidated balance sheet of New Gulf Resources, LLC and its Subsidiaries as of September 30, 2015, and the related unaudited consolidated statements of operations for the three- and nine-month periods then ended, changes in members' equity and cash flows for the nine-month period then ended (together with the financial statements described in clause (b), the "Unaudited Financial Statements" and, together with the Audited Financial Statements, the "Financial Statements"), have been prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby and fairly present, in all material respects, the consolidated financial condition, members' equity and results of operations and cash flows of New Gulf Resources, LLC and its Subsidiaries as of the respective dates thereof and for the periods referred to therein, subject to, in the case of the Unaudited Financial Statements, to normal recurring year-end adjustments (that will not, individually or in the aggregate, be material in amount or effect) and

the absence of all required footnotes thereto (that, if presented, would not, individually or in the aggregate, differ materially from those included in the Audited Financial Statements).

2.18 **Tax Matters.**

(a) Except as set forth on Schedule 2.18 hereto, (i) all material tax returns required to be filed by or on behalf of any Debtor, or any Affiliated Group of which any Debtor is or was a member, have been properly prepared and timely filed with the appropriate taxing authorities in all jurisdictions in which such tax returns are required to be filed (after giving effect to any valid extensions of time in which to make such filings); (ii) all material taxes payable by or on behalf of any Debtor either directly, as part of the consolidated tax return of another taxpayer, or otherwise, have been fully and timely paid,; and (iii) no agreement, waiver or other document or arrangement extending or having the effect of extending the period for assessment or collection of a material amount of taxes (including any applicable statute of limitations) has been executed or filed with the IRS or any other Governmental Body by or on behalf of any Debtor and no power of attorney in respect of any tax matter is currently in force.

(b) Except as set forth on Schedule 2.18 hereto, each Debtor has complied in all material respects with all applicable Laws relating to the payment and withholding of taxes and have duly and timely withheld from employee salaries, wages, and other compensation and has paid over to the appropriate taxing authorities or other applicable Governmental Bodies all amounts required to be so withheld and paid over for all periods under all applicable Laws.

(c) (i) All material deficiencies asserted or assessments made as a result of any examinations by the IRS or any other Governmental Body of the tax returns of or covering or including any Debtor have been fully paid, and there are no other material audits or investigations by any taxing authority or any other Governmental Body in progress, nor has any Debtor received written notice from any taxing authority or other applicable Governmental Body that it intends to conduct such an audit or investigation; (ii) no issue has been raised by a federal, state, local, or foreign taxing authority or other applicable Governmental Body in any current or prior examination that, by application of the same or similar principles, could reasonably be expected to result in a proposed material deficiency for any subsequent taxable period; and (iii) there are no Encumbrances for taxes with respect to any Debtor, or with respect to the assets or business of any Debtor, nor is there any such Encumbrance that is pending or threatened in writing, other than Permitted Encumbrances.

2.19 **Labor and Employment Compliance**. Each Debtor is in compliance with all applicable Laws or Orders respecting employment and employment practices, except where the failure to comply with such applicable Laws or Orders would not, individually or in the aggregate, reasonably be expected to be adverse in any material respect to the Debtors, taken as a whole. There is no Proceeding pending or, to the Debtors' knowledge, threatened against any Debtor alleging unlawful discrimination in employment, and there is no Proceeding with regard to any unfair labor practice against any Debtor pending before the National Labor Relations Board or any other Governmental Body, except for any such Proceedings that would not, individually or in the aggregate, reasonably be expected to be adverse in any material respect to the Debtors, taken as a whole. No union representation petition involving the employees of any Debtor has been filed during the five (5) year period prior to the Execution

Date, is pending or, to the Knowledge of the Debtors, is threatened. None of the employees of any Debtor are represented by any labor union nor are any collective bargaining agreements otherwise in effect, and no collective bargaining agreement is currently being negotiated by any Debtor.

2.20 **Related Party Transactions.** No Debtor is a party to any Contract or other arrangement with any Related Person of any of the Debtors, other than employment and similar arrangements (including any Benefit Plan). None of the Related Persons of any of the Debtors owe any material amount to any Debtor. None of the Related Persons of any of the Debtors own any material property or right, tangible or intangible, that is used by any Debtor.

2.21 **Insurance**. Schedule 2.21 hereto sets forth a complete and correct list of all insurance policies maintained by or on behalf of the Debtors that are in effect on the Execution Date (the "Insurance Policies"). All Insurance Policies are in full force and effect, and, except to the extent any such Insurance Policy has been replaced after the Execution Date with comparable substitute insurance coverage, will remain in full force and effect immediately following Closing. All premiums payable under the Insurance Policies have been paid to the extent such premiums are due and payable, the Debtors have otherwise complied with the terms and conditions of, and their obligations under, all of the Insurance Policies in all material respects, and no event has occurred which, with notice or the lapse of time or both, would constitute such a breach or default, or permit termination, modification, or acceleration, under any of the Insurance Policies. To the Knowledge of the Debtors, as of the Execution Date, there is no threatened termination of, premium increase with respect to, or material alteration of coverage under, any of the Insurance Policies. During the three (3) year period prior to the Execution Date, no claims have been denied under the Insurance Policies and none of the Debtors has (A) had a claim rejected or a payment denied by any insurance provider, (B) had a claim in which there is an outstanding reservation of rights or (C) had the policy limit under any Insurance Policy exhausted or materially reduced.

2.22 **Arm's Length**. Each Debtor acknowledges and agrees that the Backstop Parties are acting solely in the capacity of arm's length contractual counterparties to the Debtors with respect to the transactions contemplated hereby and the other Contemplated Transactions (including in connection with determining the terms of the Rights Offering) and not as financial advisors or fiduciaries to, or agents of, the Debtors or any other Person. Additionally, the Backstop Parties are not advising the Debtors or any other Person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. Each Debtor shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby and the other Contemplated Transactions, and the Backstop Parties shall have no responsibility or liability to any Debtor with respect thereto. Any review by the Backstop Parties of the Debtors, the Contemplated Transactions or other matters relating to the Contemplated Transactions will be performed solely for the benefit of the Backstop Parties and shall not be on behalf of the Debtors.

2.23 **Holding Company Status**. Parent (a) does not own, and since its formation has not owned, any assets (other than equity interests of the Subsidiaries of Parent on the Execution Date), (b) other than its guarantee of the Second Lien Notes and its obligations

under the DIP Facility, does not have, and since its formation has not had or incurred, any liabilities, and (c) does not conduct, transact or otherwise engage in, and since its formation has not conducted, transacted or engaged in, any business, operations or activities other than activities that are incidental (i) to its ownership of the equity interests of its Subsidiaries, or (ii) to the maintenance of its legal existence.

3. **Representations and Warranties of the Backstop Parties.** Each Backstop Party, severally and not jointly, hereby represents and warrants to the Debtors as set forth in this Section 3. Except for representations and warranties that are expressly limited as to a particular date, each representation and warranty is made as of the Execution Date and as of the Effective Date:

3.1 **Organization of Such Backstop Party.** Such Backstop Party is duly organized or formed (as applicable), validly existing and in good standing under the Laws of its jurisdiction of incorporation or formation (as applicable), with full corporate, partnership or limited liability company (as applicable) power and authority to conduct its business as it is now conducted.

3.2 **Authority; No Conflict.**

(a) Such Backstop Party (i) has the requisite corporate, partnership or limited liability company (as applicable) power and authority (A) to enter into, execute and deliver this Agreement and (B) to perform and consummate the transactions contemplated hereby, and (ii) has taken all necessary corporate, partnership or limited liability company (as applicable) action required for (x) the due authorization, execution and delivery of this Agreement and (y) the performance and consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by such Backstop Party. This Agreement constitutes the legal, valid and binding obligation of such Backstop Party, enforceable against such Backstop Party in accordance with its terms.

(b) Neither the execution and delivery by such Backstop Party of this Agreement nor the performance or consummation by such Backstop Party of any of the transactions contemplated hereby will, directly or indirectly (with or without notice or lapse of time or both):

(i) contravene, conflict with, or result in a violation or breach of any provision of the Organizational Documents of such Backstop Party;

(ii) contravene, conflict with, or result in a violation of, any pending or existing Law or Order to which such Backstop Party, or any of the properties, assets, rights or interests owned or used by such Backstop Party, are bound or may be subject; or

(iii) contravene, conflict with or result in a violation or breach of any provision of, or give rise to any right of termination, acceleration or cancellation under, any Contract to which such Backstop Party is a party or which any of such

Backstop Party's properties, assets, rights or interests are bound or may be subject;

except, in the case of clauses (ii) and (iii) above, where such occurrence, event or result would not reasonably be expected to prohibit, materially delay or materially and adversely impact such Backstop Party's performance or consummation of its obligations under this Agreement.

Except (x) for Consents which have been obtained, notices which have been given and filings which have been made, and (y) where the failure to give any notice, obtain any Consent or make any filing would not reasonably be expected to prevent or materially delay the consummation of any of the transactions contemplated by this Agreement, such Backstop Party is not and will not be required to give any notice to, make any filing with or obtain any Consent from, any Person in connection with the execution and delivery by such Backstop Party of this Agreement or the consummation or performance by such Backstop Party of any of the transactions contemplated hereby.

3.3 **Backstop Notes Not Registered.** Such Backstop Party understands that the Backstop Notes have not been registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends on, among other things, the bona fide nature of the investment intent and the accuracy of such Backstop Party's representations set forth herein.

3.4 **Acquisition for Own Account.** Such Backstop Party is acquiring its Backstop Notes for its own account (or for the accounts for which it is acting as investment advisor or manager), and not with the view to, or for resale in connection with, any distribution thereof not in compliance with applicable securities Laws, and such Backstop Party has no present intention of selling, granting any participation in, or otherwise distributing the same, except in compliance with applicable securities Laws. Subject to the foregoing, by making the representations herein, such Backstop Party does not agree to hold its Backstop Notes for any minimum or other specific term and reserves the right to dispose of its Backstop Notes at any time in accordance with or pursuant to a registration statement or exemption from the registration requirements under the Securities Act and any applicable state securities laws.

3.5 **Accredited Investor.** Such Backstop Party is an Accreditor Investor and has such knowledge and experience in financial and business matters that such Backstop Party is capable of evaluating the merits and risks of its investment in the Backstop Notes. Such Backstop Party understands and is able to bear any economic risks of such investment.

3.6 **Brokers or Finders.** Such Backstop Party 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 Plan or any of the Contemplated Transactions for which the Debtors may be liable.

3.7 **Proceedings.** There is no pending, outstanding or, to the knowledge of such Backstop Party, threatened Proceedings against such Backstop Party that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of

the transactions contemplated by this Agreement, which, if adversely determined, would reasonably be expected to prohibit, materially delay or materially and adversely impact such Backstop Party's performance or consummation of its obligations under this Agreement.

3.8 **Sufficiency of Funds.** On the Business Day on which the Deposit Deadline occurs, such Backstop Party will have available funds sufficient to pay the aggregate Purchase Price for the Backstop Notes to be purchased by such Backstop Party hereunder.

Anything herein to the contrary notwithstanding, nothing contained in any of the representations, warranties or acknowledgments made by any Backstop Party in this Section 3 or elsewhere in this Agreement will operate to modify or limit in any respect the representations and warranties of the Debtors or to relieve the Debtors from any obligations to the Backstop Parties for breach thereof.

4. **Covenants of the Debtors.** The Debtors hereby, jointly and severally, agree with the Backstop Parties as set forth in this Section 4.

4.1 **Backstop Agreement Motion and Backstop Agreement Order.** Not later than one (1) calendar day after the Petition Date, the Debtors shall file a motion and supporting papers (the "Backstop Agreement Motion") seeking an order of the Bankruptcy Court, in form and substance acceptable to the Requisite Backstop Parties, approving the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (the "Backstop Agreement Order"), including without limitation, the payment by the Debtors of the Liquidated Damages Payment and the Transaction Expenses on the terms set forth herein, and the indemnification, advancement, reimbursement and contribution provisions in favor of the Indemnified Parties set forth herein; provided, that the exhibits and schedules to any copy of this Agreement that is filed with the Bankruptcy Court shall, subject to Bankruptcy Court approval, be redacted so that the Backstop Commitment Amount and the Backstop Commitment Percentage of each Backstop Party shall be removed from any such copy. The Debtors agree that they shall use their reasonable best efforts to (a) obtain a waiver of Bankruptcy Rule 6004(h) and request that the Backstop Agreement Order be effective immediately upon its entry by the Bankruptcy Court, and that the Backstop Agreement Order shall not be subject to revision, modification or amendment by the Confirmation Order or any other further order of the Bankruptcy Court, (b) fully support the Backstop Agreement Motion and any application seeking Bankruptcy Court approval and authorization to pay the expenses and other amounts under this Agreement, including the Transaction Expenses and the Liquidated Damages Payment, as an administrative expense of the Debtors' estates, and (c) obtain approval of the Backstop Agreement Order as soon as practicable after the Petition Date. The Debtors may, and shall be permitted to, (i) file the Backstop Agreement Motion as part of, and include the Backstop Agreement Motion directly in, the Disclosure Statement Motion, and (ii) seek to have the Backstop Agreement Order be part of, and be included directly in, the Disclosure Statement Order, and, in any such case of clause (i) or clause (ii), all provisions of this Agreement that apply to the Backstop Agreement Motion or the Backstop Agreement Order shall be deemed to apply to the Disclosure Statement Motion or the Disclosure Statement Order, respectively.

4.2 **Rights Offering.** The Debtors shall promptly provide draft copies of all documents, instruments, forms, agreements and other materials to be entered into, delivered, distributed or otherwise used in connection with the Rights Offering (the "Rights Offering Documentation") for review and comment by the Backstop Parties a reasonable time prior to filing such Rights Offering Documentation with the Bankruptcy Court or entering into, delivering, distributing or using such Rights Offering Documentation. Any comments received by the Debtors from the Backstop Parties or their respective Representatives with respect to the Rights Offering Documentation shall be considered by them in good faith and, to the extent the Debtors disagree with, or determine not to incorporate, any such comments, they shall inform the Backstop Parties thereof and discuss the same with the Backstop Parties; provided, however, that the Debtors shall not file any such Rights Offering Documentation with the Bankruptcy Court or enter into, deliver, distribute or use any such Rights Offering Documentation, without the prior written consent of the Requisite Backstop Parties.

4.3 **Conditions Precedent.** The Debtors shall use their commercially reasonable efforts to satisfy or cause to be satisfied all the conditions precedent set forth in Section 6.1 hereof and the Plan (including, without limitation, procuring and obtaining all Consents, authorizations and waivers of, making all filings with, and giving all notices to, Persons (including Governmental Bodies) which may be necessary or required on its part in order to consummate or effect the transactions contemplated herein).

4.4 **Notification**. The Debtors shall: (a) on request by any of the Backstop Parties, cause the applicable subscription agent for the Rights Offering selected and appointed in accordance with the Rights Offering Procedures (the "Subscription Agent") to notify each of the Backstop Parties in writing of the aggregate principal amount of Rights Offering Notes that Rights Offering Participants have subscribed for pursuant to the Rights Offering as of the close of business on the preceding Business Day or the most recent practicable time before such request, as the case may be, and (b) following the Rights Offering ~~Termination~~**Expiration** Date, (i) cause the Subscription Agent to notify each of the Backstop Parties in writing, within one (1) Business Day after the Rights Offering ~~Termination~~**Expiration** Date, of the aggregate principal amount of Unsubscribed Notes and (ii) timely comply with their obligations under Section 1.1(c) hereof.

4.5 **Conduct of Business**. Except (a) as explicitly set forth in this Agreement (excluding the Exhibit Plan and the Exhibit Disclosure Statement) or the Restructuring Support Agreement (excluding the Exhibit Plan and the Exhibit Disclosure Statement), (b) as required by the Plan, (c) as set forth on Schedule 4.5 hereto, or (d) with the consent of the Requisite Backstop Parties (which consent may be withheld in the sole discretion of the Requisite Backstop Parties), during the period from the Execution Date until the earlier of the Closing and the termination of this Agreement, the Debtors shall (i) conduct their respective businesses and operations in the Ordinary Course of Business (subject, in the case of Parent, to Section 4.10) and use their commercially reasonable efforts to (x) keep available the services of the current officers, employees and agents of each Debtor and (y) maintain the relations and goodwill with suppliers, customers, landlords, creditors, employees, agents and others having business relationships with any Debtor, (ii) maintain in full force and effect the Insurance Policies (or replacements thereof covering such risks and amounts and with such deductibles and exclusions that are substantially the same as those included in the Insurance Policies), (iii) comply with

applicable Law and (iv) not take any action described in any of clauses (a)-(l) of Section 2.14 (but excluding clause (e) of Section 2.14) disregarding the disclosures set forth on Schedule 2.14 hereto.

4.6 **Use of Proceeds.** The Debtors shall use the net cash proceeds from the sale of the Rights Offering Notes from the Rights Offering and the sale of the Backstop Notes pursuant to this Agreement solely for the purposes set forth in the Plan and the Disclosure Statement.

4.7 **Access**. Subject to (a) applicable Law, and (b) appropriate assurance of confidential treatment (it being understood that if any Backstop Party is a party to a confidentiality agreement with any of the Debtors, then such confidentiality agreement is appropriate assurance), promptly following the Execution Date, each of the Debtors will, and will use commercially reasonable efforts to cause its employees, officers, directors, managers, accountants, attorneys and other advisors (collectively, "Representatives") to, provide each of the Backstop Parties and its Representatives (including any engineers, geologists, consultants and other advisors) (and any financing sources of any of the Backstop Parties and their Representatives) with reasonable access, upon reasonable prior notice, during normal business hours, and without any material disruption to the conduct of the Debtors' business, to officers, management, employees and other Representatives of any of the Debtors and to assets, properties, Contracts, books, records and any other information concerning the business and operations of any of the Debtors (including such information concerning environmental matters) as any of the Backstop Parties or any of their respective Representatives may reasonably request.

4.8 **Financial Information.** At all times prior to the Effective Date, the Debtors shall deliver to each Backstop Party all statements, reports, certificates and other information that the Debtors are required to deliver to the agent and/or the lenders pursuant to the DIP Credit Agreement or their respective advisors (the "Financial Reports") at the times required by the DIP Credit Agreement (but in no event later than the delivery of the Financial Reports to such agent and/or lenders). Neither the waiver of the receipt of the Financial Reports, nor any amendment, modification, supplement, forbearance or termination of the DIP Credit Agreement shall affect the Debtors' obligation to deliver the Financial Reports to the Backstop Parties in accordance with the terms of this Agreement. All Financial Reports shall be complete and correct in all material respects and shall be prepared in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods.

4.9 **DTC Eligibility**. The Debtors shall use their reasonable best efforts to promptly make all Backstop Notes eligible for deposit with DTC.

4.10 **Holding Company Status**. Anything in this Agreement to the contrary notwithstanding, Parent shall not own any assets (other than equity interests of the Subsidiaries of Parent on the Execution Date), incur any liabilities (other than its guarantee of the Second Lien Notes and its obligations under the DIP Facility) or conduct, transact or otherwise engage in any business, operations or activities other than activities that are incidental (a) to its ownership of the equity interests of its Subsidiaries, or (b) to the maintenance of its legal existence.

5. **Covenants of the Backstop Parties.** Each Backstop Party shall use its commercially reasonable efforts to satisfy or cause to be satisfied on or prior to the Effective Date all the conditions precedent applicable to such Backstop Party set forth in Section 6.2 hereof; provided, however, that nothing contained in this Section 5 shall obligate the Backstop Parties to waive any right or condition under this Agreement, the Restructuring Support Agreement or the Plan.

6. **Conditions to Closing.**

6.1 **Conditions Precedent to Obligations of the Backstop Parties.** The obligations of the Backstop Parties to subscribe for and purchase Primary Notes and Backstop Commitment Notes pursuant to their respective Funding Commitments are subject to the satisfaction (or waiver by the Requisite Backstop Parties) of each of the following conditions prior to or on the Effective Date:

(a) Restructuring Support Agreement. The Restructuring Support Agreement shall not have been terminated.

(b) Plan. The Plan, as confirmed by the Bankruptcy Court, shall be the Exhibit Plan or the Exhibit Plan as amended, supplemented or otherwise modified with the prior written consent of the Requisite Backstop Parties. The Plan Supplement (including all schedules, documents and forms of documents contained therein or constituting a part thereof) shall be in form and substance acceptable to the Requisite Backstop Parties.

(c) Disclosure Statement. The Disclosure Statement shall be the Exhibit Disclosure Statement or the Exhibit Disclosure Statement as amended, supplemented or otherwise modified with the prior written consent of the Requisite Backstop Parties.

(d) Disclosure Statement Order. The Bankruptcy Court shall have entered the order approving the Disclosure Statement (the "Disclosure Statement Order"), the Disclosure Statement Order shall be in form and substance reasonably acceptable to the Requisite Backstop Parties, and the Disclosure Statement Order shall be a Final Order.

(e) Backstop Agreement Order. The Bankruptcy Court shall have entered the Backstop Agreement Order, the Backstop Agreement Order shall be consistent with this Agreement and otherwise in form and substance reasonably acceptable to the Requisite Backstop Parties, and the Backstop Agreement Order shall be a Final Order.

(f) Confirmation Order. The Bankruptcy Court shall have entered the Confirmation Order, the Confirmation Order shall be in form and substance consistent with this Agreement, the Restructuring Support Agreement and the Plan and otherwise in form and substance reasonably acceptable to the Requisite Backstop Parties, and the Confirmation Order shall be a Final Order. Without limiting the generality of the foregoing, the Confirmation Order shall contain the following specific findings of fact, conclusions of law and orders: (i) each of the Specified Issuances described in clauses (a)~~,~~ **, (b), (d) and** (e)**(ii)** of the definition of "Specified Issuances" are exempt from the registration and prospectus delivery requirements of Section 5 of the Securities Act pursuant to section 1145(a) of the Bankruptcy Code; (ii) the

Specified Issuances described in clauses **(c), (e)(i),** (f) and (g) of the definition of "Specified Issuances" are exempt from the registration and prospectus delivery requirements of Section 5 of the Securities Act pursuant to Section 4(a)(2) of the Securities Act and/or section 1145 of the Bankruptcy Code; (iii) the solicitation of acceptance or rejection of the Plan by the Backstop Parties and/or any of their respective Related Persons (if any such solicitation was made) was done in good faith and in compliance with the applicable provisions of the Bankruptcy Code and, as such, the Backstop Parties and any of their respective Related Persons are entitled to the benefits and protections of section 1125(e) of the Bankruptcy Code; (iv) the participation by the Backstop Parties and/or any of their respective Related Persons in the offer, issuance, sale or purchase of any security offered, issued, sold or purchased under the Plan (if any such participation was made) was done in good faith and in compliance with the applicable provisions of the Bankruptcy Code and, as such, the Backstop Parties and any of their respective Related Persons are entitled to the benefits and protections of section 1125(e) of the Bankruptcy Code; and (v) all liens securing obligations under the New First Lien Notes Documents shall be deemed, from and after the Effective Date, to be validly created and perfected first-priority liens, subject only to certain permitted liens under the New Indenture that are acceptable to the Requisite Backstop Parties.

(g) Conditions to Confirmation and Effectiveness. The conditions to confirmation of the Plan and the conditions to the Effective Date set forth in the Plan shall have been satisfied (or waived with the prior written consent of the Requisite Backstop Parties) in accordance with the Plan, and the Effective Date shall have occurred or shall occur simultaneously with the Closing.

(h) Rights Offering and Backstop. The Rights Offering shall have been conducted and consummated in accordance with the Plan, the Rights Offering Procedures and this Agreement, all Rights Offering Notes (including any Backstop Commitment Notes and, if applicable, Default Notes) shall have been (or concurrently with the Closing will be) issued and sold in connection with the Rights Offering and/or pursuant to this Agreement, and the Debtors shall have received (or concurrently with the Closing will receive) net cash proceeds from the issuance and sale of Rights Offering Notes in an aggregate amount of not less than the Rights Offering Amount.

(i) Definitive Documents. All Definitive Documents shall have been executed and delivered by the parties thereto, such Definitive Documents shall be consistent with the terms set forth in this Agreement (including, in the case of the New First Lien Notes Documents, the terms set forth on Exhibit C hereto), the Restructuring Support Agreement and the Plan and otherwise in form and substance reasonably acceptable to the Requisite Backstop Parties, and such Definitive Documents shall be in full force and effect.

(j) Liens. All liens on all of the collateral to secure the obligations under the New First Lien Notes Documents shall have been validly created and perfected in a manner that is acceptable to the Requisite Backstop Parties and such liens shall be first-priority liens subject only to certain permitted liens under the New Indenture that are acceptable to the Requisite Backstop Parties.

(k) No Injunctions or Restraints; Illegality. No temporary restraining order, preliminary or permanent injunction, judgment or other Order preventing the consummation of any of the transactions contemplated by this Agreement or any of the other Contemplated Transactions shall have been entered, issued, rendered or made, nor shall any Proceeding commenced by a Governmental Body seeking any of the foregoing be commenced or pending; nor shall there be any Law promulgated, enacted, entered, enforced or deemed applicable to the Backstop Parties or the Debtors which makes the consummation of any of the transactions contemplated by this Agreement or any of the other Contemplated Transactions (including, without limitation, each of the Specified Issuances) illegal or void.

(l) Notices and Consents. All governmental and third party notifications, filings, waivers, authorizations and Consents necessary or required for the consummation of any of the transactions contemplated by this Agreement or any of the other Contemplated Transactions or the effectiveness of the Plan, if any, shall have been made or received and shall be in full force and effect.

(m) Representations and Warranties. Each of (i) the representations and warranties of the Debtors in this Agreement (other than the Fundamental Representations) that are not qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all material respects, (ii) the representations and warranties of the Debtors in this Agreement (other than the Fundamental Representations) that are qualified as to "materiality" or "Material Adverse Effect" shall be true and correct, and (iii) the Fundamental Representations shall be true and correct in all respects, in each case of clauses (i), (ii) and (iii), at and as of the Execution Date and as of the Effective Date as if made at and as of the Effective Date (except for representations and warranties made as of a specified date, which shall be true and correct only as of the specified date).

(n) Covenants. Each of the Debtors shall have complied in all material respects with all covenants in this Agreement and the Restructuring Support Agreement which are applicable to the Debtors.

(o) Transaction Expenses. The Debtors shall have paid all Transaction Expenses that have accrued and remain unpaid as of the Effective Date in accordance with the terms of this Agreement, and no Transaction Expenses shall be required to be repaid or otherwise disgorged to the Debtors or any other Person.

(p) Material Adverse Effect. Since the Execution Date, there shall not have occurred and be continuing any Material Adverse Effect.

(q) Put Option Notes. The Company shall have issued and delivered the Put Option Notes in accordance with Section 1.4, and no portion of the Put Option Notes shall have been invalidated or avoided.

(r) Backstop Certificate. The Backstop Parties shall have received a Backstop Certificate in accordance with Section 1.1(c).

(s) No Registration; Compliance with Securities Laws. No Proceeding shall be pending or threatened by any Governmental Body or other Person that alleges that any of the

Specified Issuances is not exempt from the registration and prospectus delivery requirements of Section 5 of the Securities Act.

(t) Officer's Certificate. The Backstop Parties shall have received on and as of the Effective Date a certificate of the chief financial officer or chief accounting officer of the Debtors confirming that the conditions set forth in Sections 6.1(m), 6.1(n) and 6.1(p) hereof have been satisfied.

(u) Assumption of Agreement. The Debtors shall have assumed this Agreement pursuant to section 365 of the Bankruptcy Code or this Agreement shall have otherwise been approved by the Bankruptcy Court pursuant to Section 363 of the Bankruptcy Code.

(v) Opinions. The Debtors shall have delivered to the Backstop Parties (i) opinions of counsel to the Debtors, dated as of the Effective Date and addressed to the Backstop Parties, addressing such matters that the Requisite Backstop Parties request related to the New First Lien Notes Documents (including the creation, perfection and, with respect to possessory or control collateral, priority of the liens created under the New Security Documents to secure the obligations under the New First Lien Notes Documents), the offer, issuance and sale of the New First Lien Notes (but not an opinion as to the exemption of the offer, issuance and sale of the New First Lien Notes from applicable securities laws), and the transactions contemplated by this Agreement and the other Definitive Documents, and such opinions shall be in form and substance reasonably acceptable to the Requisite Backstop Parties, and (ii) any other agreement, certificate or other documentation reasonably requested by the Requisite Backstop Parties.

(w) Securities of Parent. On the Effective Date, other than (i) the New Equity Interests issued to holders of Allowed Second Lien Notes Claims and holders of Allowed Subordinated Notes Claims pursuant to the Plan, (ii) the New Common Units reserved for issuance upon conversion of the New First Lien Notes in accordance with the New Indenture, (iii) the New Common Units that are reserved for issuance upon exercise of options or other rights to acquire or purchase New Common Units granted by the New Board in connection with the Reorganized NGR Holding Management Incentive Plan in accordance with the Plan, and (iv) equity interests of Subsidiaries of Parent that are owned by Parent or another Subsidiary of Parent, no (x) New Equity Interests or other equity, ownership or profits interests of Parent or any of its Subsidiaries, (y) options, warrants, securities or rights that are or may become exercisable or exchangeable for, or convertible into, New Equity Interests or other equity, ownership or profits interests of Parent or any of its Subsidiaries, or (z) pre-emptive rights, rights of first refusal, subscription and similar rights to acquire any New Equity Interests or other equity, ownership or profits interests of Parent or any of its Subsidiaries, or any options, warrants, securities or rights that are or may become exercisable or exchangeable for, or convertible into, New Equity Interests or other equity, ownership or profits interests of Parent or any of its Subsidiaries, in any such case will be issued, outstanding or in effect.

6.2 **Conditions Precedent to Obligations of the Company.** The obligations of the Company to issue and sell the Backstop Notes to each of the Backstop Parties pursuant to Section 1.3(a) hereof are subject to the following conditions precedent, each of which may be waived in writing by the Company:

(a) Confirmation Order. The Bankruptcy Court shall have entered the Confirmation Order and the Confirmation Order shall be a Final Order.

(b) Backstop Agreement Order. The Bankruptcy Court shall have entered the Backstop Agreement Order and the Backstop Agreement Order shall be a Final Order.

(c) Conditions to Confirmation and Effectiveness. The conditions to confirmation of the Plan and the conditions to the Effective Date set forth in the Plan shall have been satisfied or waived in accordance with the Plan, and the Effective Date shall have occurred or shall occur simultaneously with the Closing.

(d) Rights Offering. The Rights Offering shall have been conducted and consummated in accordance with the Plan, the Rights Offering Procedures and this Agreement.

(e) No Injunctions or Restraints; Illegality. No temporary restraining order, preliminary or permanent injunction, judgment or other Order preventing the consummation of any of the transactions contemplated by this Agreement or any of the other Contemplated Transactions shall have been entered, issued, rendered or made, nor shall any Proceeding commenced by a Governmental Body seeking any of the foregoing be commenced or pending; nor shall there be any Law promulgated, enacted, entered, enforced or deemed applicable to the Backstop Parties or the Debtors which makes the consummation of any of the transactions contemplated by this Agreement or any of the other Contemplated Transactions (including, without limitation, each of the Specified Issuances) illegal or void.

(f) Representations and Warranties and Covenants. (i) Each of (x) the representations and warranties of each Backstop Party in this Agreement that are not qualified as to "materiality" or "material adverse effect" shall be true and correct in all material respects and (y) the representations and warranties of each Backstop Party that are qualified as to "materiality" or "material adverse effect" shall be true and correct, in each case of clauses (x) and (y), at and as of the Execution Date and as of the Effective Date as if made at and as of the Effective Date (except for representations and warranties made as of a specified date, which shall be true and correct only as of the specified date) and (ii) each Backstop Party shall have complied in all material respects with all covenants in this Agreement applicable to it, except, in each case, to the extent that any Non-Defaulting Backstop Party purchases any Default Notes as a result of any breach of representations, warranties or covenants by a Defaulting Backstop Party pursuant to Section 1.2(c) hereof.

7. **Termination.**

(a) Unless earlier terminated in accordance with the terms of this Agreement, this Agreement (including the Funding Commitments contemplated hereby) shall terminate automatically and immediately, without a need for any further action on the part of (or notice provided to) any Person, upon the earlier to occur of:

(i) the Bankruptcy Court enters an order converting the Chapter 11 Cases to cases under Chapter 7 of the Bankruptcy Code, appointing a trustee or custodian for any of the Debtors or dismissing the Chapter 11 Cases; and

(ii) the date of any termination of the Restructuring Support Agreement.

(b) This Agreement (including the Funding Commitments contemplated hereby) may be terminated by the Debtors upon the Debtors' giving three (3) Business Days' prior written notice of termination to each Backstop Party, or by the Requisite Backstop Parties upon the Requisite Backstop Parties' giving three (3) Business Days' prior written notice of termination to the Debtors:

(i) if any Order has been entered by any Governmental Body that operates to materially prevent, restrict or alter the implementation of the Plan, the Rights Offering or the Contemplated Transactions; provided, however, that the right to terminate this Agreement under this Section 7(b)(i) shall not be available to a party if such Order was entered due to the failure of such party to perform any of its obligations under this Agreement;

(ii) if the Bankruptcy Court has entered an Order denying confirmation of the Plan;

(iii) if the Closing shall not occur on or prior to the Outside Date; provided, however, that the right to terminate this Agreement under this Section 7(b)(iii) shall not be available to any party whose failure to perform any of its obligations under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to the Outside Date; provided, further, that (A) if a Funding Default shall occur and the Outside Date is reached prior to the time that the process for exercising Default Purchase Rights has been exhausted in accordance with Section 1.2(c), then the Debtors shall not be permitted to terminate this Agreement and the transactions contemplated hereby pursuant to this Section 7(d)(iii) until such process has been exhausted and then only if Non-Defaulting Backstop Parties do not elect to commit to purchase all of the Default Notes and (B) the Requisite Backstop Parties shall not be permitted to terminate this Agreement pursuant to this Section 7(b)(iii) for so long as an action by any Debtor against a Defaulting Backstop Party with respect to a Funding Default is pending seeking specific performance with respect to such Defaulting Backstop Party's Funding Commitment and such Debtor is diligently pursuing such action (but not to exceed sixty (60) days following the Outside Date), provided, that the Requisite Backstop Parties shall be permitted to terminate this Agreement pursuant to this Section 7(b)(iii) if any Debtor commences any action against a Non-Defaulting Backstop Party as a result of, in connection with, or relating to, a Funding Default of a Defaulting Backstop Party; or

(iv) if a Funding Default shall occur and Non-Defaulting Backstop Parties do not elect to commit to purchase all of the Default Notes after the process for exercising Default Purchase Rights has been exhausted in accordance with Section 1.2(c); provided, however, that the Requisite Backstop Parties shall not be permitted to terminate this Agreement pursuant to this Section 7(b)(iv) for

so long as an action by any Debtor against a Defaulting Backstop Party with respect to a Funding Default is pending seeking specific performance with respect to such Defaulting Backstop Party's Funding Commitment and such Debtor is diligently pursuing such action (but not to exceed sixty (60) days following the Outside Date); provided, further that the Requisite Backstop Parties shall be permitted to terminate this Agreement pursuant to this Section 7(b)(iv) if any Debtor commences any action against a Non-Defaulting Backstop Party as a result of, in connection with, or relating to, a Funding Default of a Defaulting Backstop Party.

(c) This Agreement (including the Funding Commitments contemplated hereby) may be terminated at any time by the Requisite Backstop Parties upon the Requisite Backstop Parties' giving three (3) Business Days' prior written notice of termination to the Debtors (provided, that if the Requisite Backstop Parties terminate this Agreement (including the Funding Commitments contemplated hereby) pursuant to Section 7(c)(viii), then such termination shall occur immediately upon the Requisite Backstop Parties' giving written notice of such termination to the Debtors):

(i) if the Petition Date shall not occur by December 17, 2015;

(ii) if the Company does not file with the Bankruptcy Court (x) an executed copy of this Agreement, together with all of the exhibits and schedules hereto (as redacted pursuant to Section 4.1 hereof), and (y) the Backstop Agreement Motion within one (1) calendar day of the Petition Date;

(iii) if the Bankruptcy Court does not enter the Backstop Agreement Order on or prior to ~~thirty~~**fifty** (~~30~~**50**) calendar days after the Petition Date;

(iv) if (x) any of the Debtors shall have breached or failed to perform any of its representations, warranties, covenants or other obligations contained in this Agreement, or any representation or warranty of any of the Debtors in this Agreement shall have become untrue, and (y) any such breach, failure to perform or occurrence referred to in clause (x) above (A) would result in a failure of a condition set forth in Section 6.1(m) or Section 6.1(n) and (B) is not curable or able to be performed by the Outside Date, or, if curable or able to be performed by the Outside Date, is not cured or performed within five (5) Business Days after the Company's obtaining knowledge of such breach, failure or occurrence;

(v) if any of the conditions set forth in Section 6.1 hereof become incapable of fulfillment prior to the Outside Date (other than through the failure of the Backstop Parties to comply with their obligations);

(vi) if any of the Debtors (including its officers, managers, employees, agents or other representatives) (x) enters into, or shall have publicly announced its intention (including by means of any filings made with any Governmental Body) to enter into, an agreement (including, without limitation, any agreement in principle, letter of intent, memorandum of understanding or definitive agreement),

whether binding or non-binding, or whether subject to terms and conditions, with respect to any Alternative Transaction, (y) files any pleading or document with the Bankruptcy Court agreeing to, evidencing its intention to support, or otherwise supports, any Alternative Transaction or (z) consummates any Alternative Transaction;

(vii) if (A) an "Event of Default" (as defined in the applicable order of the Bankruptcy Court approving the DIP Credit Agreement) shall occur and be continuing and not waived under the DIP Credit Agreement after expiration of any applicable cure period provided therein or (B) the DIP Facility terminates or all amounts due thereunder are repaid other than on the Effective Date; ~~or~~

(viii) if the Requisite Backstop Parties shall be unsatisfied at any time and for any reason whatsoever with the results of their due diligence review of the Debtors or their assets (including Oil and Gas Assets), liabilities, Contracts, books, records, projections, forecasts, plans, operations, businesses, condition (financial or otherwise) and/or prospects. It is hereby understood and agreed by the Debtors that the right of the Requisite Backstop Parties to terminate this Agreement pursuant to this Section 7(c)(viii) shall not be limited, impaired or waived by virtue of any knowledge on the part of any of the Backstop Parties or any of their respective advisors, consultants, agents or representatives of any facts, changes, effects, events, occurrences, circumstances, state of facts or developments, whether such knowledge was obtained before or after the Execution Date. The right of the Requisite Backstop Parties to terminate this Agreement pursuant to this Section 7(c)(viii) shall terminate, and this Section 7(c)(viii) shall be of no further force or effect, at the Expiration Time if the Requisite Backstop Parties or their counsel have not given written notice of termination of this Agreement to the Debtors in accordance with this Section 7(c)(viii) prior to the Expiration Time. The Requisite Backstop Parties or their counsel shall be permitted to give a notice of termination pursuant to this Section 7(c)(viii) by filing a notice of termination of (or a notice of its desire or intent to terminate) this Agreement with the Bankruptcy Court and such notice shall be deemed given to the Debtors on the date and at the time at which such notice is entered onto the docket of the Chapter 11 Cases. In addition, if a written notice of termination pursuant to this Section 7(c)(viii) is given by the Requisite Backstop Parties or their counsel to the Debtors' counsel set forth under the phrase "with a copy to" in Section 11(b) at the address, facsimile number or e-mail address of such counsel set forth in Section 11(b) or, if such counsel is physically located at a different address or location at the time such notice of termination is given, at such different address or location (in which case, such different address or location shall be deemed a proper address for purposes of Section 11), then such notice of termination shall be deemed given to the Debtors on the date and at the time such notice is given to such counsel in accordance with Section 11. Each method of giving notice of termination set forth in the two immediately preceding sentences shall be an alternative method of giving notice of termination pursuant to this Section 7(c)(viii) and shall not prevent the Requisite Backstop Parties from

giving notice of termination by any other method allowed by this Agreement~~.~~ **; or**

(ix) if at any time (a) any of the ENXP Joint Operating Agreements are terminated or rejected by the Debtors or otherwise cease to be in full force and effect, or (b) ENXP is allowed a lien, security interest or claim (including, without limitation, cure costs) that exceeds $1,000,000.

(d) This Agreement (including the Funding Commitments contemplated hereby) may be terminated at any time by the Debtors upon the Debtors' giving of three (3) Business Days' prior written notice of termination to the Backstop Parties if (i) any of the Backstop Parties shall have breached or failed to perform any of their respective representations, warranties, covenants or other obligations contained in this Agreement, or any representation or warranty of any of the Backstop Parties in this Agreement shall have become untrue, and (ii) any such breach, failure to perform or occurrence referred to in clause (i) above (x) would result in a failure of a condition set forth in Section 6.2(f) and (y) is not curable or able to be performed by the Outside Date, or, if curable or able to be performed by the Outside Date, is not cured or performed within five (5) Business Days after the Requisite Backstop Parties' obtaining knowledge of such breach, failure or occurrence; provided, however, that if a Funding Default shall occur, the Debtors shall not be permitted to terminate this Agreement and the transactions contemplated hereby pursuant to this Section 7(d) unless Non-Defaulting Backstop Parties do not elect to commit to purchase all of the Default Notes after the process for exercising Default Purchase Rights has been exhausted in accordance with Section 1.2(c).

(e) This Agreement (including the Funding Commitments contemplated hereby) may be terminated at any time by written consent of the Debtors and the Requisite Backstop Parties.

(f) In the event of a termination of this Agreement in accordance with this Section 7 at a time after all or any portion of the Purchase Price for Backstop Notes has been deposited into the Escrow Account by any of the Backstop Parties, the Backstop Parties that have deposited such Purchase Price (or portion thereof) shall be entitled to the return of such amount. In such a case, the Backstop Parties and the Debtors hereby agree to execute and deliver to the Escrow Agent, promptly after the effective date of any such termination (but in any event no later than two (2) Business Days after any such effective date), a letter instructing the Escrow Agent to pay to each applicable Backstop Party, by wire transfer of immediately available funds to an account designated by such Backstop Party, the amount of Purchase Price that such Backstop Party is entitled to receive pursuant to this Section 7(f).

(g) In the event of a termination of this Agreement in accordance with this Section 7, the provisions of this Agreement shall immediately become void and of no further force or effect (other than Sections 1.5, 1.6, 1.7, 7, 8, 10, 11, 12 and 13 hereof (and any defined terms used in any such Sections), and other than in respect of any liability of any party for any breach of this Agreement prior to such termination, which shall in each case expressly survive any such termination).

(h) Each Debtor hereby acknowledges and agrees and shall not dispute that after the Petition Date the giving of notice of termination by the Requisite Backstop Parties pursuant to this Agreement shall not be a violation of the automatic stay of section 362 of the Bankruptcy Code (and each Debtor hereby waives, to the greatest extent possible, the applicability of the automatic stay to the giving of such notice).

8. **Indemnification.**

8.1 **Indemnification Obligations**. Whether or not the transactions contemplated by this Agreement or any of the other Contemplated Transactions are consummated, the Debtors hereby agree, jointly and severally, to indemnify and hold harmless each of the Backstop Parties and each of their respective Affiliates, Related Funds, stockholders, equity holders, members, partners, managers, officers, directors, employees, attorneys, accountants, financial advisors, consultants, agents, advisors and controlling persons (each, in such capacity, an "Indemnified Party") from and against any and all losses, claims, damages, liabilities and expenses, joint or several, imposed on, sustained, incurred or suffered by, or asserted against, any Indemnified Party as a result of or arising out of or related to, directly or indirectly, this Agreement, the Funding Commitments, the Rights Offering, any of the transactions contemplated by this Agreement or any of the other Contemplated Transactions, or any breach by any Debtor of any of its representations, warranties and/or covenants set forth in this Agreement, or any claim, litigation, investigation or other Proceeding relating to or arising out of any of the foregoing, regardless of whether any such Indemnified Party is a party thereto, and to reimburse each such Indemnified Party for the reasonable and documented legal or other out-of-pocket costs and expenses as they are incurred in connection with investigating, monitoring, responding to or defending any of the foregoing (collectively, "Losses"); provided, that the foregoing indemnification will not, as to any Indemnified Party, apply to Losses that are (a) caused by a Funding Default of such Indemnified Party, or (b) to the extent they are determined by a final, non-appealable decision by a court of competent jurisdiction to arise from (i) any act by such Indemnified Party that constitutes fraud, gross negligence or willful misconduct or (ii) the breach by such Indemnified Party of its obligations under this Agreement or the Restructuring Support Agreement (clauses (a) and (b), the "Loss Exceptions"). If for any reason the foregoing indemnification is unavailable to any Indemnified Party or insufficient to hold it harmless, then the Debtors shall contribute to the amount paid or payable by such Indemnified Party as a result of such Loss in such proportion as is appropriate to reflect not only the relative benefits received by the Debtors on the one hand and such Indemnified Party on the other hand but also the relative fault of the Debtors, on the one hand, and such Indemnified Party, on the other hand, as well as any relevant equitable considerations. The Debtors also agree that no Indemnified Party shall have any liability based on its exclusive or contributory negligence or otherwise to the Debtors, any Person asserting claims on behalf of or in right of the Debtors, or any other Person in connection with or as a result of this Agreement, the Funding Commitments, the Rights Offering, the Definitive Documents, the Plan (or the solicitation thereof), the Chapter 11 Cases or the transactions contemplated hereby or thereby or any of the other Contemplated Transactions, except as to any Indemnified Party to the extent that Loss incurred by the Debtors resulted from the Loss Exceptions. The terms set forth in this Section 8 shall survive termination of this Agreement and shall remain in full force and effect regardless of whether the transactions contemplated by this Agreement or any of the other Contemplated Transactions are consummated. The indemnity and reimbursement obligations of the Debtors

under this Section 8 are in addition to, and do not limit, the Debtors' obligations under Sections 1.5 and 1.6 hereof.

8.2 **Indemnification Procedures.** Promptly after receipt by an Indemnified Party of notice of the commencement of any claim, challenge, litigation, investigation or other Proceeding which might give rise to indemnification hereunder (an "Indemnified Claim") by any Person, such Indemnified Person will, if a claim is to be made hereunder against any of the Debtors (referred to for purposes of this Section 8 as the "Indemnifying Party") in respect thereof, notify promptly the Indemnifying Party in writing of the commencement thereof; provided, that the omission or delay to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability that it may have hereunder except to the extent (and solely to the extent) it has been materially prejudiced in its ability to defend the Indemnified Claim as a result of such failure or delay. In case any such Indemnified Claims are brought against any Indemnified Party and such Indemnified Party notifies the Indemnifying Party of the commencement thereof, the Indemnifying Party will be entitled to participate therein at its sole cost and expense (but the Indemnified Party shall control the defense of such Indemnified Claim if the Indemnifying Party does not have the right to assume, or does not timely assume, the defense thereof in accordance with this Section 8), and, to the extent that such Indemnifying Party may elect by written notice delivered to such Indemnified Party no later than thirty (30) days after receipt of notice of the Indemnified Claim (but in any event at least ten (10) days before a response to such Indemnified Claim is due), to assume the defense thereof (with counsel reasonably satisfactory to the Indemnified Party); provided, that the Indemnifying Party shall not have the right to assume the defense of any Indemnified Claim unless (a) the Indemnifying Party shall have expressly agreed in writing that, as between the Indemnifying Party and the Indemnified Party, the Indemnifying Party shall be solely obligated, subject in all respects to the Loss Exceptions, to satisfy and discharge such Indemnified Claim, (b) such Indemnified Claim involves only money damages and does not seek an injunction or other equitable relief against the Indemnified Party, (c) the Indemnified Party has not been advised by counsel that an actual or potential conflict exists between the Indemnified Party and the Indemnifying Party in connection with the defense of the Indemnified Claim, and (d) the Indemnified Claim does not relate to or otherwise arise in connection with any criminal or regulatory enforcement Action Proceeding. Upon receipt of notice from the Indemnifying Party to such Indemnified Party of its election to so assume the defense of such Indemnified Claims, the Indemnifying Party shall not be liable to such Indemnified Party for expenses incurred by such Indemnified Party after the date of the receipt of such notice in connection with the defense thereof (other than reasonable costs of investigation) unless (x) the Indemnifying Party is not permitted to assume the defense of such Indemnified Claims in accordance with the proviso to the immediately preceding sentence, (y) the Indemnifying Party shall have failed or is failing to diligently defend such Indemnified Claim, and is provided written notice of such failure by the Indemnified Party and such failure is not reasonably cured within five (5) Business Days of receipt of such notice, or (z) the Indemnifying Party shall have authorized in writing the employment of counsel for such Indemnified Party. If the Indemnifying Party assumes (and has a right to assume) the defense of an Indemnified Claim in accordance with this Section 8, the Indemnified Party shall be permitted to participate in any such defense at its own expense. The Debtors shall not be liable for the expenses of more than one counsel (plus any local counsel) representing the Indemnified Parties who are parties to the same Indemnified Claim.

8.3 **Settlement of Indemnified Claims.** In connection with any Indemnified Claim for which an Indemnified Party assumes (and has a right to assume) the defense in accordance with this Section 8, the Indemnifying Party shall not be liable for any settlement of any Indemnified Claims effected by the Indemnified Party without written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed). The Indemnifying Party shall not, without the prior written consent of an Indemnified Party, effect any settlement of any pending or threatened Indemnified Claims in respect of which indemnity or contribution has been sought hereunder by such Indemnified Party unless such settlement (x) includes an unconditional release of such Indemnified Party in form and substance reasonably satisfactory to such Indemnified Party from all liability on the claims that are the subject matter of such Indemnified Claims, (y) provides for the payment by the Indemnifying Party of money as sole relief for the claimant, and (z) does not include any statement as to, or any finding or admission of, any fault, culpability or a failure to act by or on behalf of any Indemnified Party.

9. **Survival of Representations and Warranties.** No representations, warranties, covenants or agreements made in this Agreement by any Debtor shall survive the Effective Date except for covenants and agreements that by their terms are to be satisfied after the Effective Date, which covenants and agreements shall survive until satisfied in accordance with their terms.

10. **Amendments and Waivers.** Any term of this Agreement may be amended or modified and the compliance with any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only if such amendment, modification or waiver is signed, in the case of an amendment or modification, by the Requisite Backstop Parties and the Debtors, or in the case of a waiver, by the Requisite Backstop Parties (if compliance by the Debtors is being waived) or by the Debtors (if compliance by any of the Backstop Parties is being waived); provided, however, that (a) Schedule 1 hereto may be amended in accordance with the terms of Section 12.1 hereof, (b) any amendment or modification to this Agreement that would have the effect of changing the Backstop Commitment Percentage or the Backstop Commitment Amount of any Backstop Party shall require the prior written consent of such Backstop Party unless otherwise expressly contemplated by this Agreement, (c) any amendment or modification to (i) the definition of "Purchase Price," (ii) the allocation of the Put Option Notes among the Backstop Parties as set forth in Section 1.4 and (iii) the proviso set forth in the first sentence of Section 1.2(a) shall require the prior written consent of each Backstop Party adversely affected thereby, and (d) any amendment, modification or waiver to this Agreement that would materially adversely affect the rights or increase the obligations of any Backstop Party under this Agreement in a manner that is disproportionate in any material respect to the comparable rights and obligations of the Requisite Backstop Parties under this Agreement shall require the prior written consent of such Backstop Party. No delay on the part of any party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any party of any right, power or privilege pursuant to this Agreement, or any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any party otherwise may have at law or in equity.

11. **Notices, etc.** Except as otherwise provided in this Agreement (including Section 7(c)(viii)), all notices, requests, demands, document deliveries and other communications under this Agreement shall be in writing and shall be deemed to have been duly given, provided, made or received (a) when delivered personally, (b) when sent by electronic mail ("e-mail") or facsimile, (c) one (1) Business Day after deposit with an overnight courier service or (d) three (3) Business Days after mailed by certified or registered mail, return receipt requested, with postage prepaid to the parties at the following addresses, facsimile numbers or e-mail addresses (or at such other address, facsimile number or e-mail address for a party as shall be specified by like notice):

(a) if to a Backstop Party, to the address, facsimile number or e-mail address for such Backstop Party set forth on Schedule 1 hereto,

with a copy to:

Stroock & Stroock & Lavan LLP
180 Maiden Lane
New York, NY 10038

Attention: Kristopher M. Hansen, Esq.
Erez Gilad, Esq.
Fax: (212) 806-6006
Email: khansen@stroock.com
egilad@stroock.com

(b) If to the Debtors at:

NGR Holding Company LLC
10441 S. Regal Boulevard, Suite 210
Tulsa, Oklahoma 74133
New Gulf Resources, LLC
Attention: Madeline J. Taylor
Erik Feighner
Email: mtaylor@newgulfresources.com
efeighner@newgulfresources.com

with a copy to:

Baker Botts L.L.P.
2001 Ross Avenue
Suite 600
Dallas, Texas 75201
Attention: Luckey McDowell
Email: luckey.mcdowell@bakerbotts.com

12. **Miscellaneous.**

12.1 **Assignments.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by any of the parties (whether by operation of Law or otherwise) without the prior written consent of the Company and the Requisite Backstop Parties. Notwithstanding the immediately preceding sentence, any Backstop Party's rights, obligations or interests hereunder may be freely assigned, delegated or transferred, in whole or in part, by such Backstop Party, to (a) any other Backstop Party, (b) any Affiliate of a Backstop Party, (c) any Related Fund of a Backstop Party or (d) any other Person not referred to in clause (a), clause (b) or clause (c) above so long as such Person is approved in writing by the Requisite Backstop Parties prior to such assignment, delegation or transfer (for purposes of this clause (d), the Backstop Party proposing to make such assignment, delegation or transfer, and all of its Affiliates and Related Funds, shall be deemed to be Defaulting Backstop Parties for purposes of determining whether clause (a) of the definition of "Requisite Backstop Parties" has been satisfied); provided, that (x) any such assignee assumes the obligations of the assigning Backstop Party hereunder and agrees in writing prior to such assignment to be bound by the terms hereof in the same manner as the assigning Backstop Party **by executing a joinder to this Agreement substantially in the form attached as Exhibit E (a "Joinder") and delivering an executed copy thereof to the Company and Stroock**, (y) any assignee of a Backstop Commitment must be an Accredited Investor and (z) no Backstop Party shall be permitted to assign its Primary Commitment. Following any assignment described in the immediately preceding sentence, Schedule 1 hereto shall be updated by the Debtors (in consultation with the assigning Backstop Party and the assignee) solely to reflect the name and address of the applicable assignee or assignees and the Backstop Commitment Percentage and the Backstop Commitment Amount that shall apply to such assignee or assignees, and any changes to the Backstop Commitment Percentage and the Backstop Commitment Amount applicable to the assigning Backstop Party. Any update to Schedule 1 hereto described in the immediately preceding sentence shall not be deemed an amendment to this Agreement. Notwithstanding the foregoing or any other provisions herein, unless otherwise agreed in any instance by the Company and the other Backstop Parties, no such assignment will relieve the assigning Backstop Party of its obligations hereunder if any such assignee fails to perform such obligations. If any Backstop Party transfers or assigns any of its Second Lien Notes after the Execution Date and prior to the Rights Offering Record Date, then such Backstop Party shall cause such transferee or assignee to participate in the Rights Offering with respect to the Second Lien Notes so transferred or assigned.

12.2 **Severability.** If any provision of this Agreement, or the application of any such provision to any Person or circumstance, shall be held invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision hereof and this Agreement shall continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon any such determination of invalidity, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

12.3 **Entire Agreement.** Except as expressly set forth herein, this Agreement and the Restructuring Support Agreement constitute the entire understanding among the parties hereto with respect to the subject matter hereof and replace and supersede all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof; provided, however, that any non-disclosure and confidentiality agreement between any Debtor and any Backstop Party shall survive the execution and delivery of this Agreement in accordance with its terms.

12.4 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of this Agreement by facsimile or portable document format (PDF) will be effective as delivery of a manually executed counterpart of this Agreement.

12.5 **Governing Law**. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES HERETO SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK.

12.6 **Submission to Jurisdiction.** Each party to this Agreement hereby (a) consents to submit itself to the personal jurisdiction of the Bankruptcy Court, the federal court of the Southern District of New York or any state court located in New York County, State of New York in the event any dispute arises out of or relates to this Agreement or any of the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, including, without limitation, a motion to dismiss on the grounds of forum non conveniens, and (c) agrees that it will not bring any action arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the Bankruptcy Court, the federal court of the Southern District of New York or any state court located in New York County, State of New York; provided, however, that during the pendency of the Chapter 11 Cases, all such actions shall be brought in the Bankruptcy Court; provided further that if the Bankruptcy Court lacks jurisdiction, the parties consent and agree that such actions or disputes shall be brought in another court referenced in clause (a) of this Section 12.6.

12.7 **Waiver of Trial by Jury; Waiver of Certain Damages.** EACH PARTY HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by Law, the parties hereby waive any right which they may have to claim or recover in any action or claim referred to in the immediately preceding sentence any special, exemplary or punitive damages or any damages other than, or in addition to, (i) actual damages or (ii) consequential damages that are the natural, probable and reasonably foreseeable consequence of the relevant event or other matter that is the subject of such action or claim. **Notwithstanding the preceding sentence or anything in this Agreement or the Plan to the contrary, if the Liquidated**

Damages Payment becomes payable in accordance with Section 1.6 and is so paid, the Liquidated Damages Payment shall be the sole and exclusive remedy of the Backstop Parties with respect to this Agreement and any claim related to the DIP Exchange, other than any claims by the Backstop Parties for amounts payable pursuant to Section 1.5, Section 1.7 or Section 8 of the Agreement; *provided, however*, that lost profits or consequential damages shall be payable pursuant to Section 8 under this sentence if (and only if) such lost profits or consequential damages arise from third party claims or liabilities owed to third parties. Each of the parties (a) certifies that none of the other parties nor any Representative thereof has represented, expressly or otherwise, that such parties would not, in the event of litigation, seek to enforce the foregoing waivers and (b) acknowledges that, in entering into this Agreement, the other parties are relying upon, among other things, the waivers and certifications contained in this Section 12.7.

12.8 **Specific Performance.** The Debtors and the Backstop Parties acknowledge and agree that (a) irreparable damage would occur in the event that any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, and (b) remedies at law would not be adequate to compensate the non-breaching party. Accordingly, the Debtors and the Backstop Parties agree that each of them shall have the right, in addition to any other rights and remedies existing in its favor, to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce its rights and obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive and/or other equitable relief. The right to equitable relief, including specific performance or injunctive relief, shall exist notwithstanding, and shall not be limited by, any other provision of this Agreement. Each of the Debtors and each of the Backstop Parties hereby waives any defense that a remedy at law is adequate and any requirement to post bond or other security in connection with actions instituted for injunctive relief, specific performance or other equitable remedies.

12.9 **Further Assurances.** From time to time after the Execution Date, the parties hereto will execute, acknowledge and deliver to the other parties hereto such other documents, instruments and certificates, and will take such other actions, as any other party hereto may reasonably request in order to consummate the transactions contemplated by this Agreement.

12.10 **Headings.** The headings in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

12.11 **Interpretation; Rules of Construction.** When a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or Exhibit or Schedule to, this Agreement unless otherwise indicated. Unless the context of this Agreement otherwise requires, (a) words of any gender include each other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; and (d) the words "include", "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation". The parties hereto agree that they have been represented by legal counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any regulation, holding, rule of construction

or Law providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

12.12 **Several, Not Joint, Obligations**. The representations, warranties, covenants and other obligations of the Backstop Parties under this Agreement are, in all respects, several and not joint or joint and several, such that no Backstop Party shall be liable or otherwise responsible for any representations, warranties, covenants or other obligations of any other Backstop Party, or any breach or violation thereof.

12.13 **Disclosure**. Unless otherwise required by applicable Law, the Debtors will not, without each of the Backstop Parties' prior written consent, disclose to any Person the Backstop Commitment Percentage and the Backstop Commitment Amount of each Backstop Party, except for (a) disclosures to the Debtors' Representatives in connection with the transactions contemplated hereby and subject to their agreement to be bound by the confidentiality provisions hereof and (b) disclosures to parties to this Agreement solely for purposes of calculating the Adjusted Commitment Percentage of a Non-Defaulting Backstop Party; provided, however, that each Backstop Party agrees to permit disclosure in the Disclosure Statement and any filings by the Debtors with the Bankruptcy Court regarding the aggregate Backstop Commitments.

12.14 **No Recourse Party**. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that certain of the Backstop Parties may be partnerships or limited liability companies, the Debtors and the Backstop Parties covenant, agree and acknowledge that no recourse under this Agreement shall be had against any former, current or future directors, officers, agents, Affiliates, general or limited partners, members, managers, employees, stockholders or equity holders of any Backstop Party, or any former, current or future directors, officers, agents, Affiliates, employees, general or limited partners, members, managers, employees, stockholders or equity holders of any of the foregoing, as such (any such Person, a "No Recourse Party"), whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable Law, it being expressly agreed and acknowledged that no liability whatsoever shall attach to, be imposed on or otherwise be incurred by any No Recourse Party for any obligation of any Backstop Party under this Agreement for any claim based on, in respect of or by reason of such obligations or their creation; provided, that nothing in this Section 12.14 shall relieve the Backstop Parties of their obligations under this Agreement.

12.15 **Settlement Discussions**. Nothing herein shall be deemed an admission of any kind. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any Proceeding other than a Proceeding to enforce the terms of this Agreement.

12.16 **No Third Party Beneficiaries**. This Agreement is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any Person other than the parties hereto and other than (a) the Indemnified Parties with respect to Section 8 hereof and (b) the No Recourse Parties with respect to Section 12.14 hereof.

12.17 Joinders. All changes to Schedule 1 hereto, including any changes made for the purpose of adding one or more additional Backstop Parties (other than changes to such Schedule permitted by the fourth sentence of Section 12.1 hereof in connection with an assignment of a Backstop Party's rights, obligations or interests hereunder) shall be deemed amendments to this Agreement governed by the provisions of Section 10 hereof and accordingly shall require the prior written consent of the Company and the Requisite Backstop Parties and, unless otherwise expressly contemplated by this Agreement, the consent of each Backstop Party whose Backstop Commitment Percentage or Backstop Commitment Amount is changed thereby. In the event one or more Persons are to become additional Backstop Parties as a result of such an amendment, such Person shall become a Backstop Party, and shall have the rights and obligations of a Backstop Party under this Agreement, when such Person executes, and the Company countersigns, a Joinder setting forth such Person's Backstop Commitment Percentage and Backstop Commitment Amount and any related changes in the Backstop Commitment Percentages and/or Backstop Commitment Amounts of then-existing Backstop Parties that have been approved pursuant to the requirements of Section 10 and the preceding sentence. Upon such Person becoming an additional Backstop Party, Schedule 1 hereto shall be updated by the Debtors (in consultation with Stroock) solely to reflect the name and address of such new Backstop Party and its Backstop Commitment Percentage and Backstop Commitment Amount and any such related changes to the Backstop Commitment Percentages and/or Backstop Commitment Amounts of then-existing Backstop Parties.

13. **Definitions.**

13.1 **Certain Defined Terms.** As used in this Agreement the following terms have the following respective meanings:

Accredited Investor: means an "accredited investor" as such term is defined in Rule 501 under the Securities Act.

Adjusted Commitment Percentage: means, with respect to any Non-Defaulting Backstop Party, a percentage expressed as a fraction, the numerator of which is the Backstop Commitment Percentage of such Non-Defaulting Backstop Party and the denominator of which is the Backstop Commitment Percentages of all Non-Defaulting Backstop Parties.

Affiliate: means, with respect to any Person, any other Person that directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, "control" (including with its correlative meanings, "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person (whether through ownership of securities or partnership or other ownership interests, by Contract or otherwise).

Affiliated Group: has the meaning given to such term in Section 1504(a) of the Code.

Aggregate Purchase Price: has the meaning given to such term in Section 1.2(b) hereof.

Agreement: has the meaning given to such term in the preamble hereof.

Allowed Second Lien Notes Claim: has the meaning given to such term in the Plan.

Alternative Transaction: means any dissolution, winding up, liquidation, reorganization, recapitalization, assignment for the benefit of creditors, merger, transaction, consolidation, business combination, joint venture, partnership, sale, financing (debt or equity) or restructuring of any Debtor, other than the restructuring transactions for the Debtors in accordance with, and subject to the terms and conditions set forth in, the Exhibit Plan.

Approvals: means all approvals and authorizations that are required under the Bankruptcy Code for the Debtors to take corporate or limited liability company (as applicable) action.

Audited Financial Statements: has the meaning given to such term in Section 2.17 hereof.

Backstop Agreement Motion: has the meaning given to such term in Section 4.1 hereof.

Backstop Agreement Order: has the meaning given to such term in Section 4.1 hereof.

Backstop Certificate: has the meaning given to such term in Section 1.1(c) hereof.

Backstop Commitment: means, with respect to any Backstop Party, the commitment of such Backstop Party, subject to the terms and conditions set forth in this Agreement, to purchase Backstop Commitment Notes pursuant to, and on the terms set forth in, Section 1.2(a) hereof; and "Backstop Commitments" means the Backstop Commitments of all of the Backstop Parties collectively.

Backstop Commitment Amount: means, with respect to any Backstop Party, the dollar amount set forth opposite the name of such Backstop Party under the heading "Backstop Commitment Amount" on Schedule 1 hereto, as such amount may be modified from time to time in accordance with the terms of this Agreement.

Backstop Commitment Notes: has the meaning given to such term in Section 1.2(a) hereof.

Backstop Commitment Percentage: means, with respect to any Backstop Party, the percentage set forth opposite the name of such Backstop Party under the heading "Backstop Commitment Percentage" on Schedule 1 hereto, as such percentage may be modified from time to time in accordance with the terms hereof.

Backstop Notes: has the meaning given to such term in Section 1.2(c) hereof.

Backstop Party(ies): has the meaning given to such term in the preamble hereof.

Bankruptcy Code: has the meaning given to such term in the recitals hereof.

Bankruptcy Court: has the meaning given to such term in the recitals hereof.

Bankruptcy Rules: means the Federal Rules of Bankruptcy Procedure, as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as

amended from time to time, applicable to the Chapter 11 Cases and/or the transactions contemplated by this Agreement, and any Local Rules of the Bankruptcy Court.

Benefit Plan(s): has the meaning given to such term in Section 2.12(a) hereof.

Bribery Laws: has the meaning given to such term in Section 2.13 hereof.

Business Day: means any day other than a Saturday, Sunday or other day on which commercial banks in New York City, New York are authorized or required by Law to be closed.

Chapter 11 Cases: has the meaning given to such term in the recitals hereof.

Closing: has the meaning given to such term in Section 1.3(a) hereof.

Code: has the meaning given to such term in Section 2.12(a) hereof.

Company: has the meaning given to such term in the preamble hereof.

Confirmation Order: means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

Consent: means any consent, waiver, approval, order or authorization of, or registration, declaration or filing with or notice to, any Governmental Body or other Person.

Contemplated Transactions: means all of the transactions contemplated by this Agreement, the Restructuring Support Agreement and/or the Plan.

Contract: means any written agreement, contract, obligation, promise, undertaking or understanding.

Debtor IP Rights: has the meaning given to such term in Section 2.9(a) hereof.

Debtor IT Systems: has the meaning given to such term in Section 2.9(b) hereof.

Debtor(s): has the meaning given to such term in the preamble hereof.

Debtor Disclosure Schedule: has the meaning given to such term in Section 2 hereof.

Default Notes: has the meaning given to such term in Section 1.2(c) hereof.

Default Purchase Right: has the meaning given to such term in Section 1.2(c) hereof.

Defaulting Backstop Party: has the meaning given to such term in Section 1.2(c) hereof.

Defensible Title: means record title that (a) entitles the applicable Person to receive and retain without suspension, reduction or termination, throughout the duration of any Oil and Gas Lease or the productive life of any well (in each case after satisfaction of all royalties, overriding royalties, nonparticipating royalties, net profits interests or other similar burdens on or measured by production of Hydrocarbons), not less than the "Net Revenue Interest" share reflected in the

Reserve Report of all Hydrocarbons produced, saved and marketed from such well; (b) obligates such Person to bear a percentage of the costs and expenses for the maintenance and development of, and operations relating to, any Oil and Gas Lease or well not greater than the "Working Interest" reflected in the Reserve Report without increase throughout the duration of such lease or well, unless such greater working interests is accompanied by a proportionate increase in such Person's "Net Revenue Interest" reflected in the Reserve Report for such Oil and Gas Lease or related well; (c) is free and clear of all Encumbrances other than Permitted Encumbrances; and (d) is free of any imperfections that a reasonably prudent operator of Oil & Gas Leases, advised of the facts and their legal significance, would not be willing to accept.

Definitive Documents: has the meaning given to such term in the Restructuring Support Agreement, including the New First Lien Notes Documents and each certificate, agreement, instrument or document that any Debtor is required to execute and/or deliver in connection with the Restructuring Support Agreement, this Agreement and the consummation of the Contemplated Transactions.

Deposit Deadline: has the meaning given to such term in Section 1.2(b) hereof.

Determination Date: has the meaning given to such term in Section 1.1(c) hereof.

DIP Credit Agreement: means the credit agreement that governs the DIP Facility.

DIP Exchange: has the meaning given to such term in the Plan.

DIP Facility: has the meaning given to such term in the Restructuring Support Agreement.

Disclosure Statement: means the disclosure statement that relates to the Plan, as such disclosure statement may be amended, modified or supplemented (including all exhibits and schedules annexed thereto or referred to therein).

Disclosure Statement Motion: means a motion to be filed by the Debtors seeking entry of the Disclosure Statement Order.

Disclosure Statement Order: has the meaning given to such term in Section 6.1(d) hereof.

Drilling Program Summary: has the meaning given to such term in Section 2.16(j) hereof.

DTC: has the meaning given to such term in Section 1.3(a) hereof.

Effective Date: means the first Business Day on which all conditions to the "Effective Date" set forth in Article XI.A of the Plan have been satisfied or waived, and no stay of the Confirmation Order is in effect.

Encumbrance: means any charge, claim, community property interest, condition, equitable interest, lien, option, pledge, security interest, right of first refusal or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

ENXP: means Energy & Exploration Partners, LLC.

ENXP Joint Operating Agreements: means (1) the Operating Agreement dated April 19, 212, by and between New Gulf Resources, LLC (as successor to Halcon Operating Co., Inc.) and ENXP (as amended, modified or supplemented from time to time prior to the Petition Date), and (2) the Operating Agreement dated June 1, 2012, by and between New Gulf Resources, LLC (as successor to Halcon Operating Co., Inc.) and ENXP (as amended, modified or supplemented from time to time prior to the Petition Date).

Environmental Laws: means all applicable Laws and Orders relating to pollution or the regulation and protection of human or animal health, safety, the environment or natural resources, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.); the Hazardous Materials Transportation Uniform Safety Act, as amended (49 U.S.C. 5101 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. § 136 et seq.); the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.); the Oil Pollution Act of 1990, as amended (33 U.S.C. § 2701 et seq.); the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.); the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.); the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.); the Occupational Safety and Health Act, as amended (29 U.S.C. § 651 et seq.); the Safe Drinking Water Act, as amended (42 U.S.C. § 300f et seq.); and their state, municipal and local counterparts or equivalents and any transfer of ownership notification or approval statutes.

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

ERISA Affiliate(s): means any entity which is a member of any Debtor's controlled group, or under common control with any Debtor, within the meaning of Section 414 of the Code.

Escrow Account: has the meaning given to such term in Section 1.2(b) hereof.

Escrow Agreement: has the meaning given to such term in Section 1.2(b) hereof.

Exchange Act: means the Securities Exchange Act of 1934, as amended, and the rules promulgated pursuant thereto.

Execution Date: has the meaning given to such term in Section 1.5 hereof.

Exhibit Disclosure Statement: means the form of the Disclosure Statement attached as Exhibit D hereto.

Exhibit Plan: means the form of the Plan attached as Exhibit A hereto.

Expiration Time: means the date and time immediately prior to the actual commencement of the hearing in the Bankruptcy Court to consider the Backstop Agreement Motion; provided, however, that the Expiration Time shall not occur on or before January 16, 2016.

Final Order: means an Order issued by the Bankruptcy Court in the Chapter 11 Cases which (a) is in full force and effect, (b) is not stayed, and (c) is no longer subject to review, reversal,

modification or amendment, by appeal or writ of certiorari or otherwise; provided, however, that the possibility that a motion under Rule 50 or 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Civil Procedure or Bankruptcy Rules, may be filed relating to such Order shall not cause such Order not to be deemed a Final Order.

Financial Reports: has the meaning given to such term in Section 4.8 hereof.

Financial Statements: has the meaning given to such term in Section 2.17 hereof.

Fundamental Representations: means the representations and warranties of the Debtors set forth in Sections 2.1, 2.2, 2.3(a), 2.5, 2.6 and 2.7.

Funding Commitments: means, collectively, the Backstop Commitments and the Primary Commitments.

Funding Default: has the meaning given to such term in Section 1.2(c) hereof.

GAAP: means generally accepted accounting principles in the United States, as in effect from time to time.

Governmental Authorization: means any authorization, approval, consent, license, registration, lease, ruling, permit, tariff, certification, order, privilege, franchise, membership, entitlement, exemption, filing or registration by, with, or issued by, any Governmental Body.

Governmental Body: means any federal, national, supranational, foreign, state, provincial, local, county, municipal or other government, any governmental, regulatory or administrative authority, agency, department, bureau, board, commission or official or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority, or any court, tribunal, judicial or arbitral body.

Halcon Purchase Agreement: means that certain Purchase and Sale Agreement, dated as of February 25, 2014, by and among the Company and the parties thereto as "Sellers" therein, as amended, supplemented or otherwise modified from time to time.

Hydrocarbon Interests: means all rights, titles, interests and estates now owned or held or hereafter acquired by any Debtor in and under any Oil and Gas Lease.

Hydrocarbons: means oil, gas, casinghead gas, drip gasoline, natural gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, natural gas liquids, and other gaseous and liquid hydrocarbons or any combination thereof and sulphur and other minerals extracted from or produced with the foregoing and all products refined or separated therefrom.

Imbalance(s): means any over-production, under-production, overdelivery, under-delivery or similar imbalance of Hydrocarbons produced from or allocated to the Oil and Gas Assets, regardless of whether such over-production, under-production, over-delivery, underdelivery or similar imbalance arises at the wellhead or at any point of receipt into or any point of delivery from any pipeline, gathering system, transportation system, processing plant or other location.

Indemnified Claim: has the meaning given to such term in Section 8.2 hereof.

Indemnified Party: has the meaning given to such term in Section 8.1 hereof.

Indemnifying Party: has the meaning given to such term in Section 8.2 hereof.

Initial Transaction Expenses: has the meaning given to such term in Section 1.5 hereof.

Insurance Policies: has the meaning given to such term in Section 2.21 hereof.

Interest Commencement Date: has the meaning given to such term in Section 1.7 hereof.

IP Rights: has the meaning given to such term in Section 2.9(a) hereof.

IRS: means the Internal Revenue Service.

IT Systems: has the meaning given to such term in Section 2.9(b) hereof.

Joinder: has the meaning given to such term in Section 12.1 hereof.

Knowledge of the Debtors: means the collective knowledge, after reasonable and due inquiry, of Ralph Hill, Danni Morris, Erik Feighner, Scott Hakel, Madeline Taylor, Craig Young and Michael Brown. A reference to the word "knowledge" (whether or not capitalized) or words of a similar nature with respect to the Debtors means the Knowledge of the Debtors as defined in this definition.

Law: means any federal, national, supranational, foreign, state, provincial, local, county, municipal or similar statute, law, common law, writ, injunction, decree, guideline, policy, ordinance, regulation, rule, code, Order, Governmental Authorization, constitution, treaty, requirement, judgment or judicial or administrative doctrines enacted, promulgated, issued, enforced or entered by any Governmental Body.

Liquidated Damages Payment: has the meaning given to such term in Section 1.6 hereof.

Loss Exceptions: has the meaning given to such term in Section 8.1 hereof.

Losses: has the meaning given to such term in Section 8.1 hereof.

Material Adverse Effect: means any event, change, effect, occurrence, development, or change of fact that has, or would reasonably be expected to have, a material adverse effect on the business, results of operations, financial condition, assets or liabilities of the Debtors, taken as a whole; provided, however, that "Material Adverse Effect" shall not include any event, change, effect, occurrence, development, or change of fact arising out of, resulting from or relating to (a) the commencement or existence of the Chapter 11 Cases, (b) the announcement of the Plan and the Contemplated Transactions, (c) compliance by any Debtor with the covenants and agreements contained herein or in the Restructuring Support Agreement or in the Plan, (d) any change in the Laws of general applicability or interpretations thereof by any courts or other Governmental Bodies, (e) any action or omission of a Debtor taken with the prior written

consent of the Requisite Backstop Parties, or (f) any expenses incurred by the Company in connection with this Agreement or the Contemplated Transactions; provided, however, that exceptions contained in clause (d) above shall not prevent a determination that there has been a Material Adverse Effect if the event, change, effect, occurrence, development, or change of fact referred to therein affects the Debtors, taken a whole, in a disproportionately adverse manner relative to other participants in the industries in which the Debtors participate (provided that any such event, change, effect, occurrence, development, or change of fact may only be considered to the extent of such disproportionate impact).

Material Contracts: has the meaning given to such term in Section 2.14(a) hereof.

Millstreet: means, as of any time of determination, the Affiliates and Related Funds of Millstreet Capital Management LLC that are Backstop Parties as of such time.

New Board: has the meaning given to such term in the Plan.

New Common Units: means the limited liability company interests of Parent or the Company that are issued on the Effective Date, as determined in accordance with the terms of the Plan.

New Equity Interests: has the meaning given to such term in the Plan.

New First Lien Notes: means the 10%/12.5% Senior Secured Convertible PIK Toggle Notes of the Company to be issued pursuant to the New Indenture in an aggregate original principal amount equal to the sum of (a) the aggregate principal amount outstanding under the DIP Facility on the Effective Date and (b) $60,250,000.

New First Lien Notes Documents: means, collectively, the New First Lien Notes, the New Indenture, the New Security Documents and each other agreement, guarantee, certificate, document or instrument executed and/or delivered in connection with any of the foregoing, whether or not specifically mentioned herein or therein.

New Indenture: means the indenture among the Company, as issuer, the guarantors party thereto, and the trustee therefor governing the New First Lien Notes, to be dated as of the Effective Date.

New Security Documents: means the security agreements, pledge agreements, collateral assignments, mortgages, control agreements and related agreements, creating, evidencing or perfecting the security interests in and liens on the collateral securing the obligations under the New First Lien Notes Documents.

No Recourse Party: has the meaning given to such term in Section 12.14 hereof.

Non-Defaulting Backstop Party: has the meaning given to such term in Section 1.2(c) hereof.

OID: has the meaning given to such term in Section 1.9 hereof.

Oil and Gas Assets: means, with respect to the Debtors, all of their right, title, interest and estate, in and to the following: (a) the Hydrocarbon Interests, and all tenements, hereditaments, appurtenances and properties in any manner appertaining, belonging, affixed or incidental,

including all Hydrocarbons produced from or allocable to the Oil and Gas Properties not yet sold; (b) all lands covered by the Oil and Gas Leases to which a Debtor is party and the interests currently pooled, unitized, communitized or consolidated therewith (the "Lands"); (c) all oil, gas, water or injection wells located on the Lands, whether producing, shut-in, or temporarily abandoned ("Wells"); (d) the interests of the Debtors in or to any currently existing pools or units which include any Lands or all or a part of any Oil and Gas Leases to which a Debtor is a party or include any Wells (the "Units"; the Units, together with the Oil and Gas Leases to which a Debtor is a party, Lands, and Wells, being hereinafter referred to as the "Oil and Gas Properties"), including all interests of the Debtors in the production of Hydrocarbons from any such Units, whether such Unit production of Hydrocarbons comes from Wells located on or off of an Oil and Gas Lease to which a Debtor is a party, and all tenements, hereditaments and appurtenances belonging to the Oil and Gas Leases to which a Debtor is a party and Units; (e) all claims of the Debtors against other Persons pertaining to Imbalances; (f) funds otherwise payable to owners of working interests, royalties and overriding royalties, and other interests in the Oil and Gas Properties held in suspense by a Debtor; (g) all Contracts by which the Oil and Gas Properties are bound or subject, or that relate to or are otherwise applicable to the Oil and Gas Properties, including operating agreements, unitization, pooling and communitization agreements, declarations and orders, joint venture agreements, farmin and farmout agreements, exploration agreements, participation agreements, area of mutual interest agreements, exchange agreements, transportation or gathering agreements, agreements for the sale and purchase of oil, gas or casinghead gas, and processing agreements, Hydrocarbon purchase, sale, exchange, gathering, storage, processing, fractionation, condensate removal, handling, and stabilization, dehydration, treatment, compression, transportation and marketing agreements, communications, facilities, and equipment leases and licenses, and balancing agreements related to the Oil and Gas Properties or the production of Hydrocarbons therefrom or allocable thereto (collectively, the "Oil and Gas Contracts"); (h) all easements (including subsurface easements), permits, licenses, servitudes, rights-of-way, surface leases and other surface rights (collectively, "Oil and Gas Surface Rights") appurtenant to, and used or held for use in connection with the Oil and Gas Properties and the Equipment, whether part of the premises covered by the Oil and Gas Leases or Units or otherwise; (i) all equipment, machinery, fixtures and other tangible personal and mixed property and improvements, whether movable or immovable (including fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, gathering systems (including pipelines, trunk lines, laterals, pipeline interconnects and other receipt and delivery facilities, meters, check meters, and metering stations, measurement and regulation equipment, dehydration equipment, compressors and compression facilities and equipment, quality measurement equipment, valves, generators, motors, pumping stations and equipment, cathodic and electrical protection units, bypasses, gas samplers, regulators, drips, flanges, pigs and pig traps, flow control equipment, and other connections and fittings, and associated processing plants, fractionation plants, treatment facilities, condensate removal, handling, and stabilization facilities, and other midstream facilities), spare parts, facilities, fixtures, and tangible personal and mixed property and improvements, whether movable or immovable, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods) along with surface leases, rights-of-way, easements (including subsurface easements) and servitudes together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing, located either on or off the Oil and Gas Properties and that is necessary for the

ownership, use, development, and operation of the Oil and Gas Properties and the production, treatment, gathering, storage, processing, transportation, and marketing of Hydrocarbons produced therefrom or allocable thereto, including monitoring, communications and computer hardware, networks, and systems used to record, process, and communicate the telemetry associated with the operation of Oil and Gas Assets (all of the foregoing, the "Equipment"), and (j) all records related to any of the foregoing.

Oil and Gas Lease: means any oil and gas leases, oil, gas and mineral leases, or other liquid or gaseous hydrocarbon leases; subleases and other leaseholds; interests in fee; carried interests; reversionary interests; net profits interests; royalty interests; overriding royalty interests; net profit interests and production payment interests, mineral interests, together with each and every kind and character of right, title, claim, interest and estate held by the leaseholder thereunder.

Order: means any order, writ, judgment, injunction, decree, rule, ruling, directive, stipulation, determination or award made, issued or entered by the Bankruptcy Court or any other Governmental Body, whether preliminary, interlocutory or final.

Ordinary Course of Business: means the ordinary and usual course of normal day-to-day operations of the Debtors, consistent with past practices of the Debtors.

Organizational Documents: means, with respect to any Person other than a natural person, the documents by which such Person was organized (such as a certificate of incorporation, certificate of formation, certificate of limited partnership or articles of organization, and including, without limitation, any certificates of designation for preferred stock or other forms of preferred equity) or which relate to the internal governance of such Person (such as by-laws, a partnership agreement or an operating, limited liability or members agreement).

Outside Date: means 150 calendar days after the Petition Date.

Parent: has the meaning given to such term in the preamble hereof.

Permitted Encumbrances: means (a) Encumbrances for utilities and current taxes not yet due and payable or that are due but may not be paid as a result of the commencement of the Chapter 11 Cases, (b) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the assets of the Debtors which do not, individually or in the aggregate, adversely affect the Owned Real Property, the Leased Real Property or the operation of the business of the Debtors thereon, (c) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law (but not restrictions arising from a violation of any such Laws) which are not violated by the current use of the Oil and Gas Assets, (d) materialmans', mechanics', artisans', shippers', warehousemans' or other similar common law or statutory liens incurred in the Ordinary Course of Business or incident to the exploration, development, operation and maintenance of Oil and Gas Assets, in each case for sums not yet due and payable or that are due but may not be paid as a result of the commencement of the Chapter 11 Cases and do not result from a breach, default or violation by a Debtor of any Contract or Law, (e) any obligations, liabilities or duties created by this Agreement or any of the Definitive Documents, (f) contractual Encumbrances which arise in the Ordinary Course of Business under Material

Contracts which are not delinquent or which are being contested in good faith by appropriate action; (g) royalties, nonparticipating royalty interests, net profits interests and any overriding royalties, reversionary interests and other similar burdens or encumbrances set forth in an Oil and Gas Contract; (h) operating agreements, unit agreements, unitization and pooling designations and declarations, gathering and transportation agreements, processing agreements, Hydrocarbon purchase contracts and all of the Contracts, easements, surface leases and other surface rights and the terms of all of the Oil and Gas Leases constituting an Oil and Gas Contract; (i) all rights reserved to or vested in any Governmental Body (I) to control or regulate any of the Oil and Gas Assets in any manner and all obligations and duties under all applicable Laws, rules and orders of any such Governmental Body or under any franchise, grant, license or permit issued by any such Governmental Body, (II) to terminate any right, power, franchise, license or permit afforded by such Governmental Body, or (III) to purchase, condemn or expropriate any of the Oil and Gas Assets; (j) all rights to consent by, required notices to, filings with or other actions by Governmental Bodies in connection with the sale, disposition, transfer or conveyance of federal, state, tribal or other governmental oil and gas leases or interests therein or related thereto, or the transfer of operations of any of the Debtors' wells, where the same are customarily obtained subsequent to the assignment, disposition or transfer of such oil and gas leases or interests therein, or such operations; (k) conventional rights of reassignment obligating the lessee to reassign or offer to reassign its interests in any lease prior to a release or abandonment of such lease; (l) non-governmental third party consents; (m) rights of tenants-in-common in and to the Oil and Gas Assets; (n) all Encumbrances, defects or irregularities of title, if any, affecting the Oil and Gas Assets (I) which would be accepted by a reasonably prudent operator engaged in the business of owning and operating oil and gas properties or (II) which do not, individually or in the aggregate, materially detract from the value of or materially interfere with the ownership and operation of the Oil and Gas Properties subject thereto or affected thereby (as currently owned and operated), and do not reduce the Debtors' "Net Revenue Interest" or increase the Debtors' "Working Interest" (without at least a proportionate corresponding increase in the Debtors' "Net Revenue Interest") in any Oil and Gas Lease reflected in the Reserve Report of all Hydrocarbons produced, saved and marketed from the applicable well; (o) calls on Hydrocarbon production under existing Contracts which can be cancelled within 60 days' notice without penalty or payment; (p) any encumbrance on or affecting the Oil and Gas Assets which is discharged by the Debtors at or prior to Closing; and (q) Imbalances associated with the Oil and Gas Assets.

PennantPark: means, as of any time of determination, the Affiliates and Related Funds of PennantPark Investment Corporation that are Backstop Parties as of such time.

Person: means an individual, a partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization or a Governmental Body.

Petition Date: means the date that the Chapter 11 Cases are commenced.

Plan: has the meaning given to such term in the recitals hereof.

Plan Supplement: has the meaning given to such term in the Plan.

Preference Right: means any right or agreement that enables any Person to purchase or acquire any asset, including Hydrocarbon Interests, of a Debtor 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 or performance of the terms and conditions contemplated by this Agreement.

Primary Commitment: means, with respect to any Backstop Party, the commitment of such Backstop Party, subject to the terms and conditions set forth in this Agreement, to purchase Primary Notes pursuant to, and on the terms set forth in, Section 1.1(b) hereof; and "Primary Commitments" means the Primary Commitments of all of the Backstop Parties collectively.

Primary Notes: means, with respect to any Backstop Party, the Rights Offering Notes which such Backstop Party has a right to purchase upon exercise in full of all Rights distributed to such Backstop Party in the Rights Offering.

Pro Rata: has the meaning given to such term in the Plan.

Proceeding: means any action, arbitration, audit, hearing, investigation, inquiry, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body.

Prudent Oil & Gas Practices: means those practices, methods, standards, and acts that, at a particular time, and in light of the facts known at the time the decision was made, would be utilized by a reasonably prudent operator. Prudent Oil & Gas Practices are not necessarily defined as the optimal standard practice method or act to the exclusion of others, but rather refer to a range of action reasonable under the circumstances.

Purchase Price: means, with reference to any Primary Notes, Backstop Commitment Notes or Default Notes to be purchased by a Backstop Party pursuant to this Agreement, the aggregate principal amount of such Primary Notes, Backstop Commitment Notes or Default Notes, as applicable.

Put Option Notes: has the meaning given to such term in Section 1.4 hereof.

RBL Facility: has the meaning given to such term in the Plan.

Reference Period: has the meaning given to such term in Section 2.16(j) hereof.

Related Fund: means, with respect to any Backstop Party, any fund, account or investment vehicle that is controlled or managed by (a) such Backstop Party, (b) an Affiliate of such Backstop Party or (c) the same investment manager or advisor as such Backstop Party or an Affiliate of such investment manager or advisor.

Related Person: means, with respect to any Person, such Person's current and former Affiliates, members, partners, controlling persons, subsidiaries, officers, directors, managers, principals, employees, agents, managed funds, advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals, together with their respective successors and assigns.

Reorganized NGR Holding Management Incentive Plan: has the meaning given to such term in the Plan.

Representatives: has the meaning given to such term in Section 4.7 hereof.

Requisite Backstop Parties: means, as of any date of determination, each of the following: (a) Non-Defaulting Backstop Parties as of such date whose aggregate Adjusted Commitment Percentages constitute more than 50% of the aggregate Adjusted Commitment Percentages of all Non-Defaulting Backstop Parties as of such date, (b) Millstreet only for so long as Millstreet holds at least 50% of the Backstop Commitment Percentage held by Millstreet on the Execution Date and no Person included in the definition of "Millstreet" is a Defaulting Backstop Party as of such date, (c) PennantPark only for so long as PennantPark holds at least 50% of the Backstop Commitment Percentage held by PennantPark on the Execution Date and no Person included in the definition of "PennantPark" is a Defaulting Backstop Party as of such date, and (d) Värde only for so long as Värde holds at least 50% of the Backstop Commitment Percentage held by Värde on the Execution Date and no Person included in the definition of "Värde" is a Defaulting Backstop Party as of such date.

Reserve Report: has the meaning given to such term in Section 2.16(a) hereof.

Restructuring Support Agreement: means the Restructuring Support Agreement, dated as of December 17, 2015, by and among the Debtors and the other Persons party thereto from time to time as "Parties" thereunder, as amended, supplemented or otherwise modified from time to time.

Rights: has the meaning given to such term in the recitals hereof.

Rights Offering: has the meaning given to such term in the recitals hereof.

Rights Offering Amount: has the meaning given to such term in the recitals hereof.

Rights Offering Documentation: has the meaning given to such term in Section 4.2 hereof.

Rights Offering Expiration Date: has the meaning given to such term in the Rights Offering Procedures.

Rights Offering Notes: has the meaning given to such term in the recitals hereof.

Rights Offering Participants: has the meaning given to such term in the recitals hereof.

Rights Offering Procedures: has the meaning given to such term in Section 1.1(a) hereof.

Rights Offering Record Date: has the meaning given to such term in the Rights Offering Procedures.

~~Rights Offering Termination Date: has the meaning given to such term in the Rights Offering Procedures.~~

SEC: means the United States Securities and Exchange Commission.

Securities Act: means the Securities Act of 1933, as amended, and the rules promulgated pursuant thereto.

Senior Notes: has the meaning given to such term in the Plan.

Specified Issuances: means, collectively, (a) the issuance of New Equity Interests to the holders of Allowed Second Lien Notes Claims and Allowed Subordinated Notes Claims pursuant to the Plan, (b) the distribution by the Company of the Rights to the Rights Offering Participants pursuant to the Plan, (c) the issuance and sale by the Company of Rights Offering Notes (including the Primary Notes of each Backstop Party) to the holders of Rights upon exercise of such Rights in the Rights Offering, (d) the issuance of New First Lien Notes pursuant to the Plan to lenders under the DIP Facility, (e) the issuance by Parent or the Company of New Common Units in connection with any conversion, in accordance with the terms of the New Indenture, of (i) Rights Offering Notes (including the Primary Notes of each Backstop Party) that were acquired by a holder of a Right upon exercise of such Right in the Rights Offering or (ii) New First Lien Notes that were issued and distributed under the Plan to the lenders under the DIP Facility, (f) the issuance and/or sale by the Company of the Backstop Commitment Notes and Put Option Notes to the Backstop Parties pursuant to this Agreement, and (g) the issuance by Parent or the Company of New Common Units in connection with any conversion of Backstop Commitment Notes and Put Option Notes in accordance with the terms of the New Indenture.

Subordinated Notes: has the meaning given to such term in the Plan.

Subsidiary: means, with respect to any Person (the "Owner"), any corporation or other Person of which securities or other interests having the power to elect a majority of that corporation's or other Person's board of directors or similar governing body, or otherwise having the power to direct the business and policies of that corporation or other Person (other than securities or other interests having such power only upon the happening of a contingency that has not occurred), are held by the Owner or one or more of its Subsidiaries.

Subscription Agent: has the meaning given to such term in Section 4.4 hereof.

Transaction Expenses: means the reasonable and documented out-of-pocket fees, costs, expenses, disbursements and charges of each of the Backstop Parties incurred in connection with or relating to the diligence, negotiation, formulation, preparation, execution, delivery, implementation and/or consummation of the Plan, the Funding Commitments, the Rights Offering, this Agreement, any of the other Definitive Documents and/or any of the Contemplated Transactions, any amendments, waivers, consents, supplements or other modifications to any of the foregoing, and the enforcement, attempted enforcement or preservation of any rights or remedies under this Agreement, including but not limited to, the reasonable and documented fees, costs and expenses of the legal counsel, financial advisors and any other advisors and agents for each of the Backstop Parties.

Unallocated Amount: means the portion of the Rights Offering Amount that holders of Allowed Second Lien Notes Claims as of the Rights Offering Record Date who are not

Accredited Investors could have purchased if such holders exercised their Rights in the Rights Offering.

Unaudited Financial Statements: has the meaning given to such term in Section 2.17 hereof.

Unsubscribed Notes: has the meaning given to such term in the recitals hereof.

Värde: means, as of any time of determination, the Affiliates and Related Funds of Värde Partners, Inc. that are Backstop Parties as of such time.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit E

Joinder to Backstop Note Purchase Agreement

[_____], 2016

The undersigned (the "Joining Backstop Party") hereby acknowledges that it has read and understands the Backstop Note Purchase Agreement, dated as of December 17, 2015 (including the exhibits attached thereto), a copy of which is attached hereto as Annex I (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Agreement"), by and among (a) NGR Holding Company LLC, a Delaware limited liability company ("NGR Holding"), New Gulf Resources, LLC, a Delaware limited liability company ("New Gulf"), and the direct and indirect subsidiaries of NGR Holding and New Gulf party thereto (together with NGR Holding and New Gulf, the "Debtors"), and (b) each of the Backstop Parties (as defined in the Agreement) party thereto. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Agreement.

1. Agreement to Be Bound. The Joining Backstop Party hereby agrees to be bound by all of the terms, covenants, conditions and obligations of the Agreement. The Joining Backstop Party shall hereafter be deemed to be a "Backstop Party" (as defined in the Agreement) for all purposes under the terms of and pursuant to the Agreement. Any references in the Agreement to execution and delivery of the Agreement or to the "Effective Date" shall, with respect to the Joining Backstop Party, be deemed references to execution and delivery of, or the date of execution of, this Joinder.

2. Schedule 1. In connection with the Joining Backstop Party becoming a Backstop Party, Schedule 1 to the Agreement (which sets forth the Backstop Commitment Percentages and Backstop Commitment Amounts of the Backstop Parties) shall be revised as indicated on Schedule 1 hereto.

3. Representations and Warranties. The Joining Backstop Party hereby makes the representations and warranties of the Backstop Parties set forth in Section 3 of the Agreement to the Debtors as of the date hereof and as of the Effective Date.

4. Governing Law. This joinder agreement (the "Joinder") to the Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to any conflicts of law provisions which would require the application of the law of any other jurisdiction.

5. Submission to Jurisdiction. Section 12.6 of the Agreement is hereby incorporated by reference, except that references to the Agreement therein shall be deemed to refer to this Joinder.

6. Effectiveness. This Joinder shall become effective when executed and delivered by the Joining Backstop Party and countersigned by the Company.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Joining Backstop Party has caused this Joinder to be executed as of the date first written above.

	[Joining Backstop Party] **By:** **Name:** **Title:**
	Notice Address: **[_____]** **[_____]**
	Facsimile:
	Attention:
Accepted and countersigned by:	
ON BEHALF OF THE DEBTORS: **NEW GULF RESOURCES, LLC** **By:** **Name:** **Title:**	
REQUISITE BACKSTOP PARTIES	
[To come]	

[Changes to Schedule 1 to be attached]

EXHIBIT 2

Blackline

FIRST OMNIBUS AMENDMENT TO RESTRUCTURING SUPPORT AGREEMENT AND BACKSTOP NOTE PURCHASE AGREEMENT

This FIRST OMNIBUS AMENDMENT TO RESTRUCTURING SUPPORT AGREEMENT AND BACKSTOP NOTE PURCHASE AGREEMENT (this "Amendment"), dated as of January ~~[•],~~27, 2016, and effective as of January 4, 2016, is entered into by and among (i) NGR Holding Company LLC (as a debtor in possession and a reorganized debtor, as applicable, "NGR Holding"), New Gulf Resources, LLC (as a debtor in possession and a reorganized debtor, as applicable, "New Gulf"), and each of the undersigned direct and indirect subsidiaries of NGR Holding and New Gulf (each as a debtor in possession and a reorganized debtor, as applicable, and together with NGR Holding and New Gulf, the "Debtors"), (ii) certain beneficial holders, or investment advisors or managers for the account of certain beneficial holders of the Second Lien Notes that are Supporting Noteholders under the Restructuring Support Agreement referred to below (collectively, the "Amending Supporting Noteholders", and together with the Debtors, the "Amending RSA Parties"), and (iii) certain entities and/or their investment advisors, managers, managed funds or accounts, intermediaries or nominees that are Backstop Parties under the Backstop Agreement referred to below (collectively, the "Amending Backstop Parties", and together with the Debtors, the "Amending Backstop Agreement Parties"). Each of the Debtors, the Amending Supporting Noteholders and the Amending Backstop Parties is referred to herein individually as an "Amending Party" and collectively as the "Amending Parties".

RECITALS

WHEREAS, the Debtors and the Amending Supporting Noteholders are party to that certain Restructuring Support Agreement, dated as of December 17, 2015 (as amended, modified or supplemented in accordance with the terms thereof, the "RSA"; the parties to the RSA, collectively, the "RSA Parties"), and the Debtors and the Amending Backstop Parties are party to that certain Backstop Note Purchase Agreement, dated as of December 17, 2015 (as amended, modified or supplemented in accordance with the terms thereof, the "Backstop Agreement"; the parties to the Backstop Agreement, collectively, the "Backstop Agreement Parties", and together with the RSA Parties, the "Parties");

WHEREAS, the RSA and the Backstop Agreement contemplate a restructuring of the Debtors to be implemented through a chapter 11 plan of reorganization consistent with the terms and conditions of the RSA and the Exhibit Plan attached thereto (such Exhibit Plan as it may be amended, modified or supplemented by mutual agreement of the Debtors and the Requisite Supporting Noteholders, the "Plan");

WHEREAS, in accordance with the RSA and the Backstop Agreement, on December 17, 2015, each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended, the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"); and

WHEREAS, the Amending RSA Parties have agreed, in accordance with the RSA and subject to the terms and conditions set forth herein, to amend the RSA as hereinafter provided, and the Amending Backstop Agreement Parties have agreed, in accordance with the Backstop

Agreement and subject to the terms and conditions set forth herein, to amend the Backstop Agreement as hereinafter provided.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Amending Parties, intending to be legally bound, agree as follows, with respect to the RSA and/or the Backstop Agreement, as applicable for each Amending Party:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the RSA or the Backstop Agreement, as applicable.

2. Amendments to the RSA. Effective as of the Amendment Effective Date referred to in Section 4 below, the RSA is hereby amended as follows:

2.1. The definition of "DIP Facility Motion" is hereby replaced in full with the following:

> ""DIP Facility Motion" or "DIP Motion" means the motion and the proposed form of interim and final orders, to be filed by the Company with the Bankruptcy Court, seeking approval of the DIP Facility, each of which shall be in form and substance satisfactory to the Requisite Supporting Noteholders;"

2.2. The definition of "Joinder" is added to the list of definitions in Section 1 as follows:

> ""Joinder" has the meaning given to such term in Section 14 hereof;"

2.3. The first sentence of Section 3 is hereby amended by deleting the reference to "Section 10" and inserting in its place "Sections 9 and 10."

2.4. Section 3(f) is hereby deleted in its entirety and Sections 3(g) and 3(h) are hereby renumbered as Sections 3(f) and 3(g), respectively.

2.5. Section 9 is hereby amended by deleting the words "Section 5(o) and."

2.6. The first sentence of Section 12 is hereby replaced in full with the following:

> "The Supporting Noteholders severally but not jointly represent and warrant that, as of the date hereof (or as of the date a Supporting Noteholder becomes a party hereto):"

2.7. Section 12(b) is hereby amended by deleting the phrase "As of the date hereof," and capitalizing the next word "With."

2.8. Section 14 is hereby replaced in full with the following:

14. Transfer Restrictions; Joinders.

During the RSA Support Period, no Supporting Noteholder shall (i) sell, assign, transfer, permit the participation in, or otherwise dispose of any interest (including any beneficial ownership) in such Supporting Noteholder's Second Lien Note Claims or Subordinated Note Claims, in whole or in part, or (ii) grant any proxies, deposit any of such Supporting Noteholder's interests in a Second Lien Note Claim or Subordinated Note Claim, into a voting trust, or enter into a voting agreement with respect to any such claims (collectively, the actions described in clauses (i) and (ii), a "Transfer"), unless it satisfies the following requirements (a transferee that satisfies such requirements, a "Permitted Transferee," and such Transfer, a "Permitted Transfer"):

a. the transferee thereof either (A) is already a Supporting Noteholder (in which case, the acquiring Supporting Noteholder's obligations hereunder shall automatically extend to the additional Second Lien Notes or Subordinated Notes so acquired), or (B) prior to such Transfer, agrees in writing for the benefit of the Parties to become a Supporting Noteholder and to be bound by all of the provisions of this Agreement applicable to Supporting Noteholders (including with respect to any and all Second Lien Notes or Subordinated Notes it may already hold) by executing a joinder to this Agreement substantially in the form attached hereto as **Exhibit E** (a "Joinder") and delivering an executed copy thereof to the Company and Stroock; and

b. the intended transferee executes and delivers to counsel to the Company and Stroock on the terms set forth below an executed form of the transfer agreement acceptable to the Requisite Supporting Noteholders and the Company (a "Transfer Agreement") before such Transfer is effective, it being understood that any Transfer shall not be effective until notification of such Transfer and a copy of the executed Transfer Agreement is received by counsel to the Company and Stroock, in each case, on the terms set forth herein.

Upon any such Permitted Transfer, (1) such Permitted Transferee shall be deemed to be a Supporting Noteholder with respect to such transferred Second Lien Notes and/or Subordinated Notes (and any and all Second Lien Notes and/or Subordinated Notes it already may hold prior to such Transfer), and (2) the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement solely to the extent of such transferred Second Lien Notes and/or Subordinated Notes (without, however, affecting its obligations under the Backstop Agreement or the DIP Commitment).

Notwithstanding anything to the contrary herein, (i) the foregoing provisions shall not preclude any Supporting Noteholder from transferring Second Lien Note Claims and Subordinated Note Claims to any related funds, managed accounts, affiliates or any other entity that it controls, is controlled by or is under common control with such Supporting Noteholder (each, a "Noteholder Affiliate"), which Noteholder Affiliate shall be automatically bound by the RSA upon the transfer of such Second Lien Note Claims or Subordinated Note Claims, provided that such entity shall execute a Joinder hereto and notice shall be provided to Stroock, and (ii) a Qualified Marketmaker[1] that acquires any of the Second Lien Notes, Subordinated Notes, or other claims against or interests in the Company with the purpose and intent of acting as a Qualified Marketmaker for such Second Lien Notes, Subordinated Notes, or other claims against or interests in the Company, shall not be required to execute and deliver to counsel a Transfer Agreement or a Joinder or otherwise agree to be bound by the terms and conditions set forth in this RSA if such Qualified Marketmaker transfers such claims or interests (by purchase, sale, assignment, participation, or otherwise) within five business days of its acquisition to a Supporting Noteholder or a Permitted Transferee that executes a Joinder and a Transfer Agreement and the transfer otherwise is a Permitted Transfer.

This RSA shall in no way be construed to preclude a Supporting Noteholder or any of its Noteholder Affiliates from acquiring additional Second Lien Notes, Subordinated Notes or any other claim against or interests in the Company. To the extent any Supporting Noteholder (i) acquires additional Second Lien Note Claims or Subordinated Note Claims, (ii) holds or acquires any other claims against the Company entitled to vote on the Plan, or (iii) holds or acquires any equity interests in the Company entitled to vote on the Plan, then, in each case, each such Supporting Noteholder shall promptly notify Stroock of such holdings and/or acquisition (including the amount of same) and each such Supporting Noteholder agrees that such claims or equity interests shall automatically be deemed subject to this Agreement (regardless of when or whether notice of such holding and/or acquisition is given), and that, for the duration of the RSA Support Period, it shall vote (or cause to be voted) any such additional claims or equity interests entitled to vote on the Plan (in each case, to the extent still held by it or on its behalf at the time of such vote) in a manner consistent with this Section 14 and Section 4 hereof.

Any Transfer made by a Supporting Noteholder in violation of this provision shall be void *ab initio*, and the Company and the other Supporting Noteholders shall have the right to enforce the voiding of such Transfer. Any Supporting Noteholder that effectuates a Permitted Transfer to a Permitted Transferee shall have no liability under this RSA arising from or related to the

[2] As used herein, the term "Qualified Marketmaker" means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers Claims of the Company (or enter with customers into long and short positions in Claims against the Company), in its capacity as a dealer or market maker in claims against the Company and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

failure of the Permitted Transferee to comply with the terms of this RSA; *provided*, *however*, that such Transfer shall not release any Supporting Noteholder who is also a Backstop Party or a DIP Lender from its obligations under such Backstop Party's Backstop Commitment or DIP Commitment (as applicable), it being understood that any Transfer of Backstop Commitments or DIP Commitments shall be governed by the Backstop Agreement and the DIP Commitment Letter or the DIP Credit Agreement (as applicable).

With the prior written consent of the Requisite Supporting Noteholders, additional Noteholders may become Supporting Noteholders under this Agreement by executing a Joinder and delivering the executed Joinder to Stroock and counsel to the Company. Each such additional Noteholder shall thereafter be deemed to be, and shall have the rights and obligations of, a Supporting Noteholder and a Party for all purposes under the terms of and pursuant to this Agreement.

2.9. Section 15(d)(iv) ~~is~~and Section 15(d)(v) are each hereby amended by deleting the reference to "thirty (30) calendar days" and inserting in its place "~~forty-five~~fifty (~~45~~50) calendar days."

2.10. Section 28 is hereby replaced in full with the following:

28. Amendments. Except as otherwise expressly set forth herein, this RSA, the Plan, any exhibits or schedules hereto or thereto, and the Definitive Documents may not be waived, modified, amended, or supplemented without the written consent of (i) the Company and (ii) the Requisite Supporting Noteholders; *provided*, *however*, that (a) any increase or decrease in the DIP Commitment (as defined in the DIP Commitment Letter) or the Backstop Commitment (as defined in the Backstop Agreement) of any Supporting Noteholder, (b) any increase or decrease in the allocation of all or a portion of the DIP Payment (as defined in the DIP Commitment Letter) or the Put Option Notes (as defined in the Backstop Agreement) to any Supporting Noteholder, (c) any increase or decrease in the interest rate under the DIP Credit Agreement, or (d) any increase or decrease in the interest rate, conversion rate or premium amount due under the New First Lien Notes, shall, in each case, require the written consent of each affected Supporting Noteholder; *provided further*, *however*, that any amendment, modification or waiver to the Plan or the Plan Supplement that would materially adversely affect the rights or increase the obligations of any Supporting Noteholder thereunder in a manner that is disproportionate to the comparable rights and obligations of the other Supporting Noteholders thereunder in relation to their respective rights and obligations immediately prior to such amendment, modification or waiver (without regard to any effect resulting from (x) the individual tax or other circumstances of the Supporting Noteholders, or (y) any differences in the respective percentages of ownership of Second Lien Notes, Subordinated Notes or other claims against or interests in the Debtors held by the Supporting Noteholders) shall require the written consent of such Supporting Noteholder; *provided further*, *however*, that (1) any waiver, modification, amendment or

supplement to this Section 28 shall require the written consent of the Company and each of the Supporting Noteholders, and (2) other than as expressly provided in this Section 28, neither the Backstop Agreement nor the DIP Credit Agreement shall be waived, amended, modified or supplemented in any way except in accordance with its respective terms.

No delay on the part of any Party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any Party of any right, power or privilege pursuant to this Agreement, or any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any Party otherwise may have at law or in equity.

2.11. The RSA is hereby amended by adding **Annex A** annexed hereto as Exhibit E to the RSA.

Attached hereto as **Annex B**, for convenience, is a conformed copy of the RSA after giving effect to the foregoing amendments.

3. Amendments to the Backstop Agreement. Effective as of the Amendment Effective Date referred to in Section 4 below, the Backstop Agreement is hereby amended as follows:

3.1. Clause (d) of the Preamble is hereby replaced in full with the following:

"each of the entities and/or their investment advisors, managers, managed funds or accounts, intermediaries or nominees set forth on Schedule 1 hereto as it may be amended or modified from time to time in accordance herewith (each, a "Backstop Party" and, collectively, the "Backstop Parties")."

3.2. Clause (b) of the fourth whereas clause in the Recitals is hereby replaced in full with the following:

"(b) provide the Debtors with the right to require such Backstop Party to purchase, and each Backstop Party has agreed to purchase from the Debtors, on the Effective Date, such Backstop Party's Backstop Commitment Percentage of the Rights Offering Notes that have not been subscribed for by the Rights Offering Participants by the Rights Offering Expiration Date (including the Unallocated Amount) (the "Unsubscribed Notes");"

3.3. Clause (i) of the second sentence of Section 6.1(f) is hereby replaced in full with the following:

"(i) each of the Specified Issuances described in clauses (a), (b), (d) and (e)(ii) of the definition of "Specified Issuances" are exempt from the registration

and prospectus delivery requirements of Section 5 of the Securities Act pursuant to section 1145(a) of the Bankruptcy Code;"

3.4. Clause (ii) of the second sentence of Section 6.1(f) is hereby replaced in full with the following:

"(ii) the Specified Issuances described in clauses (c), (e)(i), (f) and (g) of the definition of "Specified Issuances" are exempt from the registration and prospectus delivery requirements of Section 5 of the Securities Act pursuant to Section 4(a)(2) of the Securities Act and/or section 1145 of the Bankruptcy Code;"

3.5. Section 7(c)(iii) is hereby amended by deleting the reference to "thirty (30) calendar days" and inserting in its place "~~forty-five~~fifty (~~45~~50) calendar days."

3.6. Section 7(c)(vii) is hereby amended by deleting the word "or" after the semicolon.

3.7. The last sentence of Section 7(c)(viii) is hereby amended by deleting the period and inserting in its place "; or".

3.8. Section 7(c) is hereby amended to include a new clause (ix) as set forth below:

"(ix) ~~[~~if at any time (a) any of the ENXP Joint Operating Agreements are terminated or rejected by the Debtors or otherwise cease to be in full force and effect, or (b) ENXP is allowed a lien, security interest or claim (including, without limitation, cure costs) that exceeds $~~_____]~~.1,000,000."

3.9. Clause (x) of the proviso to the third sentence of Section 12.1 is hereby replaced in full with the following:

"(x) any such assignee assumes the obligations of the assigning Backstop Party hereunder and agrees in writing prior to such assignment to be bound by the terms hereof in the same manner as the assigning Backstop Party by executing a joinder to this Agreement substantially in the form attached as Exhibit E (a "Joinder") and delivering an executed copy thereof to the Company and Stroock,"

3.10. Section 12.7 is hereby amended by adding the following language after the second sentence:

"Notwithstanding the preceding sentence or anything in this Agreement or the Plan to the contrary, if the Liquidated Damages Payment becomes payable in accordance with Section 1.6 and is so paid, the Liquidated Damages Payment shall be the sole and exclusive remedy of the Backstop Parties with respect to this Agreement and any claim related to the DIP Exchange, other than any claims by the Backstop Parties for amounts payable pursuant to Section 1.5, Section 1.7 or~~,~~ ~~except with respect to any~~ Section 8 of the Agreement; *provided, however*, that lost profits or consequential damages shall be payable pursuant to Section 8 under this sentence if (and only if) such lost profits or consequential damages ~~not~~

~~arising~~arise from third party claims or liabilities owed to third parties~~, Section 8 of the Agreement~~."

3.11. The Backstop Agreement is hereby amended by adding the following Section 12.17 immediately after Section 12.16:

> 12.17 **Joinders**. All changes to Schedule 1 hereto, including any changes made for the purpose of adding one or more additional Backstop Parties (other than changes to such Schedule permitted by the fourth sentence of Section 12.1 hereof in connection with an assignment of a Backstop Party's rights, obligations or interests hereunder) shall be deemed amendments to this Agreement governed by the provisions of Section 10 hereof and accordingly shall require the prior written consent of the Company and the Requisite Backstop Parties and, unless otherwise expressly contemplated by this Agreement, the consent of each Backstop Party whose Backstop Commitment Percentage or Backstop Commitment Amount is changed thereby. In the event one or more Persons are to become additional Backstop Parties as a result of such an amendment, such Person shall become a Backstop Party, and shall have the rights and obligations of a Backstop Party under this Agreement, when such Person executes, and the Company countersigns, a Joinder setting forth such Person's Backstop Commitment Percentage and Backstop Commitment Amount and any related changes in the Backstop Commitment Percentages and/or Backstop Commitment Amounts of then-existing Backstop Parties that have been approved pursuant to the requirements of Section 10 and the preceding sentence. Upon such Person becoming an additional Backstop Party, Schedule 1 hereto shall be updated by the Debtors (in consultation with Stroock) solely to reflect the name and address of such new Backstop Party and its Backstop Commitment Percentage and Backstop Commitment Amount and any such related changes to the Backstop Commitment Percentages and/or Backstop Commitment Amounts of then-existing Backstop Parties.

3.12. The definition of "DIP Exchange" is hereby added to the list of definitions in Section 13.1 as follows:

> "DIP Exchange: has the meaning given to such term in the Plan."

3.13. The definition of "ENXP" is hereby added to the list of definitions in Section 13.1 as follows:

> "ENXP: means Energy & Exploration Partners, LLC."

3.14. The definition of "ENXP Joint Operating Agreements" is hereby added to the list of definitions in Section 13.1 as follows:

> "ENXP Joint Operating Agreements: means (1) the Operating Agreement dated April 19, ~~212,~~2012, by and between New Gulf Resources, LLC (as successor to Halcon Operating Co., Inc.) and ENXP (as amended, modified or

supplemented from time to time prior to the Petition Date), and (2) the Operating Agreement dated June 1, 2012, by and between New Gulf Resources, LLC (as successor to Halcon Operating Co., Inc.) and ENXP (as amended, modified or supplemented from time to time prior to the Petition Date)."

3.15. The definition of "Joinder" is hereby added to the list of definitions in Section 13.1 as follows:

"Joinder: has the meaning given to such term in Section 12.1 hereof."

3.16. The definition of "Rights Offering Expiration Date" is hereby added to the list of definitions in Section 13.1 as follows:

"Rights Offering Expiration Date: has the meaning given to such term in the Rights Offering Procedures."

3.17. The definition of "Rights Offering Termination Date" is hereby deleted from the list of definitions in Section 13.1.

3.18. The Backstop Agreement is hereby amended by replacing each reference to the phrase "Rights Offering Termination Date" therein with the phrase "Rights Offering Expiration Date."

3.19. The definition of "Unallocated Amount" is hereby added to the list of definitions in Section 13.1 as follows:

"Unallocated Amount: means the portion of the Rights Offering Amount that holders of Allowed Second Lien Notes Claims as of the Rights Offering Record Date who are not Accredited Investors could have purchased if such holders exercised their Rights in the Rights Offering."

3.20. The Backstop Agreement is hereby amended by adding **Annex C** annexed hereto as Exhibit E to the Backstop Agreement.

Attached hereto as **Annex D**, for convenience, is a conformed copy of the Backstop Agreement after giving effect to the foregoing amendments.

4. Effectiveness. In accordance with Section 28 of the RSA and Section 10 of the Backstop Agreement, this Amendment shall be effective and binding on all Parties to the RSA and the Backstop Agreement, and the RSA and the Backstop Agreement shall be deemed amended in accordance with this Amendment, as of the date (the "Amendment Effective Date") on which counterpart signature pages of this Amendment shall have been executed and delivered by (i) the Debtors, (ii) Amending Supporting Noteholders that constitute the Requisite Supporting Noteholders, as defined in the RSA, and (iii) Amending Backstop Parties that constitute the Requisite Backstop Parties, as defined in the Backstop Agreement. Counterpart signature pages of this Amendment shall be delivered to counsel to the Amending Parties.

5. Amending RSA Parties' Representations and Warranties. Each of the Amending RSA Parties hereby represents and warrants that as of the Amendment Effective Date, its respective representations and warranties contained in Section 11, Section 12 and/or Section 13 of the RSA, as applicable, are true and current in all material respects on and as of the Amendment Effective Date to the same extent as though made on and as of that date (other than with respect to the Amending Supporting Noteholders' holdings in Section 12(a) thereof, which were true and correct as of the date of the RSA), except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties were true and correct in all material respects on and as of such earlier date.

6. Amending Backstop Agreement Parties' Representations and Warranties. Each of the Amending Backstop Agreement Parties hereby represents and warrants that as of the Amendment Effective Date, its respective representations and warranties contained in Section 2 and/or Section 3 of the Backstop Agreement, as applicable, are true and current in all material respects on and as of the Amendment Effective Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties were true and correct in all material respects on and as of such earlier date.

7. Effect Upon RSA and Backstop Agreement. Except as specifically set forth herein, each of the RSA and the Backstop Agreement shall remain in full force and effect and is hereby ratified and confirmed, and no term or provision of the RSA or the Backstop Agreement shall be deemed amended, waived, modified, consented to or supplemented. The Amending Parties specifically acknowledge and agree that each of the RSA and the Backstop Agreement, as hereby amended as of the Amendment Effective Date, is in full force and effect in accordance with its respective terms and has not been modified, except pursuant to this Amendment. This Amendment shall be deemed to be a Definitive Document for all purposes under and in connection with the RSA, the Backstop Agreement and the other Definitive Documents and shall be binding upon and inure to the benefit of each of the Parties to the RSA and the Backstop Agreement, and their respective successors and assigns. From and after the Amendment Effective Date, all references to the "Restructuring Support Agreement," "RSA" or "Backstop Agreement" in the Definitive Documents shall mean and refer to the RSA or Backstop Agreement, as applicable, as amended by this Amendment.

8. Reservation of Rights. Each of the Amending Parties jointly and severally acknowledges and agrees that (a) the Parties shall preserve all rights, remedies, power or privileges set forth in the RSA or Backstop Agreement, as applicable, and under applicable law, and (b) nothing contained herein shall in any way limit or otherwise prejudice, and the Parties have reserved their right to invoke fully, any right, remedy, power or privilege which the Parties may have or may have in the future under or in connection with the RSA or Backstop Agreement, as applicable, and applicable law, or diminish any of the obligations of any other Party contained in the RSA or Backstop Agreement, as applicable. The rights, remedies, powers and privileges of the Parties provided under the RSA or Backstop Agreement, as applicable, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

9. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which, when so executed, shall constitute the same instrument and the counterparts may be delivered by facsimile transmission or by electronic mail in portable document format (.pdf).

10. **Headings.** The headings of the sections, paragraphs and subsections of this Amendment are inserted for convenience only and shall not affect the interpretation hereof.

11. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Amending Parties hereto have caused this Amendment to be executed and delivered by their respective duly authorized officers, solely in their respective capacity as officers of the undersigned and not in any other capacity, as of the date first set forth above.

DEBTORS:

NGR Holding Company LLC
New Gulf Resources, LLC
NGR Texas, LLC
NGR Finance Corp.

By: _____
Name:
Title:

SUPPORTING NOTEHOLDERS AND BACKSTOP PARTIES:

Millstreet Credit Fund LP
By: Millstreet Capital Partners LLC, its General Partner

By: _____
Name: Craig M. Kelleher
Title: Managing Member

PCH Manager Fund, SPC. on behalf of and for the account of Segregated Portfolio 202
By: Millstreet Capital Management LLC, the Subadviser under a Subadvisory Agreement

By: _____
Name: Craig M. Kelleher
Title: Managing Member

Mercer QIF Fund plc - Mercer Investment Fund 1
By: Millstreet Capital Management LLC, the Sub-Investment Manager under a Sub-Investment Management Agreement

By: _____
Name: Craig M. Kelleher
Title: Managing Member

SUPPORTING NOTEHOLDERS:

Atlantic Global Yield Opportunity Master Fund, LP
By: Millstreet Capital Management LLC, the Investment Manager under a Managed Account Agreement

By: _____
Name: Craig M. Kelleher
Title: Managing Member

Battery Alternative Income Fund, LLC
By: Millstreet Capital Management LLC, the Investment Manager under a Managed Account Agreement

By: _____
Name: Craig M. Kelleher
Title: Managing Member

SUPPORTING NOTEHOLDERS AND BACKSTOP PARTIES:

PENNANTPARK INVESTMENT CORPORATION

By: _____
Name: Arthur Penn
Title: CEO

SUPPORTING NOTEHOLDERS AND BACKSTOP PARTIES:

Castle Hill Enhanced Floating Rate Opportunities Limited
acting through its investment manager
Castle Hill Asset Management LLP

By: _____
Name: Terence Teh
Title: Authorised Signatory

By: _____
Name: Sven Olson
Title: Partner

Guardian Loan Opportunities Limited
acting through its investment manager
Castle Hill Asset Management LLP

By: _____
Name: Terence Teh
Title: Authorised Signatory

By: _____
Name: Sven Olson
Title: Partner

Castle Hill Total Return Master Fund Limited
acting through its investment manager,
Castle Hill Asset Management LLC

By: _____
Name: Terence Teh
Title: Authorised Signatory

By: _____
Name: Sven Olson
Title: Partner

LHP Ireland Fund Management Limited acting solely in its capacity as manager of LMA Ireland for and on behalf of its sub trust Map 507
By: Castle Hill Asset Management LLP, its sub-advisor

By: _____
Name: Terence Teh
Title: Authorised Signatory

By: _____
Name: Sven Olson
Title: Partner

SUPPORTING NOTEHOLDERS AND BACKSTOP PARTIES:

VÄRDE INVESTMENT PARTNERS, L.P.
By: Värde Investment Partners G.P., LLC, Its General Partner
By: Värde Partners, L.P., Its Managing Member
By: Värde Partners, Inc., Its General Partner

By: _____
Name:
Title:

VÄRDE INVESTMENT PARTNERS (OFFSHORE) MASTER, L.P.
By: Värde Investment Partners G.P., LLC, Its General Partner
By: Värde Partners, L.P., Its Managing Member
By: Värde Partners, Inc., Its General Partner

By: _____
Name:
Title:

THE VÄRDE FUND X (MASTER), L.P.
By: The Värde Fund X (GP), L.P., Its General Partner
By: The Värde Fund X GP, LLC, Its General Partner
By: Värde Partners, L.P., Its Managing Member
By: Värde Partners, Inc., Its General Partner

By: _____
Name:
Title:

THE VÄRDE FUND XI (MASTER), L.P.
By: Värde Fund XI G.P., LLC, Its General Partner
By: Värde Partners, L.P., Its Managing Member
By: Värde Partners, Inc., Its General Partner

By: _____
Name:
Title:

THE VÄRDE SKYWAY MASTER FUND, L.P.
By: The Värde Skyway Fund G.P., LLC, Its General Partner
By: Värde Partners, L.P., Its Managing Member
By: Värde Partners, Inc., Its General Partner

By: _____
Name:
Title:

THE VÄRDE FUND VI-A, L.P.
By: Värde Investment Partners G.P., LLC, Its General Partner
By: Värde Partners, L.P., Its Managing Member
By: Värde Partners, Inc., Its General Partner

By: _____
Name:
Title:

VÄRDE CREDIT PARTNERS MASTER, L.P.
By: Värde Credit Partners G.P., LLC, Its General Partner
By: Värde Partners, L.P., Its Managing Member
By: Värde Partners, Inc., Its General Partner

By: _____
Name:
Title:

SKL FAMILY FOUNDATION

By: _____
Name: Marcia Page Huepenbecker
Title: President

Annex A

EXHIBIT E to RSA

Form of Joinder

JOINDER TO RESTRUCTURING SUPPORT AGREEMENT

[_____], 2016

The undersigned (the "Joining Supporting Noteholder") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of December 17, 2015 (including the exhibits attached thereto) (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Agreement"), by and among (a) NGR Holding Company LLC, a Delaware limited liability company ("NGR Holding"), New Gulf Resources, LLC, a Delaware limited liability company ("New Gulf"), and the direct and indirect subsidiaries of NGR Holding and New Gulf party thereto (together with NGR Holding and New Gulf, the "Debtors"), (b) each of the Supporting Managers (as defined in the Agreement) party thereto, and (c) each of the Supporting Noteholders (as defined in the Agreement) party thereto. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Agreement.

1. Agreement to Be Bound. The Joining Supporting Noteholder hereby agrees to be bound by all of the terms of the Agreement, a copy of which is attached hereto as Annex I (as the same has been or may hereafter be amended, restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof). The Joining Supporting Noteholder shall hereafter be deemed to be a "Supporting Noteholder" and a "Party" (each as defined in the Agreement) for all purposes under the terms of and pursuant to the Agreement and with respect to all claims against and interests in the Debtors held by such Joining Supporting Noteholder.

2. Representations and Warranties. The Joining Supporting Noteholder hereby makes, as of the date hereof, the representations and warranties (a) of the Parties set forth in Section 11 of the Agreement, and (b) of the Supporting Noteholders set forth in Section 12 of the Agreement to each other Party or only the Debtors (as applicable).

3. Governing Law; Consent to Jurisdiction. Section 22 of the Agreement is hereby incorporated by reference, except that references to the Agreement therein shall refer to this joinder agreement (the "Joinder") to the Agreement.

4. Effectiveness. This Joinder shall become effective when executed and delivered by the Joining Supporting Noteholder, subject to any approval of the Requisite Supporting Noteholders that may be required by Section 14 of the Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Joining Supporting Noteholder has caused this Joinder to be executed as of the date first written above.

[Joining Supporting Noteholder]

By: _____
Name: _____
Title: _____

Notice Address:
[_____]
[_____]
Facsimile: _____
Attention: _____

Principal Amount of Second Lien Note Claims:

Principal Amount of Subordinated Note Claims:

Annex B

Annex C

Exhibit E to Backstop Agreement

Joinder to Backstop Note Purchase Agreement

[_____], 2016

The undersigned (the "Joining Backstop Party") hereby acknowledges that it has read and understands the Backstop Note Purchase Agreement, dated as of December 17, 2015 (including the exhibits attached thereto), a copy of which is attached hereto as Annex I (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Agreement"), by and among (a) NGR Holding Company LLC, a Delaware limited liability company ("NGR Holding"), New Gulf Resources, LLC, a Delaware limited liability company ("New Gulf"), and the direct and indirect subsidiaries of NGR Holding and New Gulf party thereto (together with NGR Holding and New Gulf, the "Debtors"), and (b) each of the Backstop Parties (as defined in the Agreement) party thereto. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Agreement.

1. Agreement to Be Bound. The Joining Backstop Party hereby agrees to be bound by all of the terms, covenants, conditions and obligations of the Agreement. The Joining Backstop Party shall hereafter be deemed to be a "Backstop Party" (as defined in the Agreement) for all purposes under the terms of and pursuant to the Agreement. Any references in the Agreement to execution and delivery of the Agreement or to the "Effective Date" shall, with respect to the Joining Backstop Party, be deemed references to execution and delivery of, or the date of execution of, this Joinder.

2. Schedule 1. In connection with the Joining Backstop Party becoming a Backstop Party, Schedule 1 to the Agreement (which sets forth the Backstop Commitment Percentages and Backstop Commitment Amounts of the Backstop Parties) shall be revised as indicated on Schedule 1 hereto.

3. Representations and Warranties. The Joining Backstop Party hereby makes the representations and warranties of the Backstop Parties set forth in Section 3 of the Agreement to the Debtors as of the date hereof and as of the Effective Date.

4. Governing Law. This joinder agreement (the "Joinder") to the Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to any conflicts of law provisions which would require the application of the law of any other jurisdiction.

5. Submission to Jurisdiction. Section 12.6 of the Agreement is hereby incorporated by reference, except that references to the Agreement therein shall be deemed to refer to this Joinder.

6. Effectiveness. This Joinder shall become effective when executed and delivered by the Joining Backstop Party and countersigned by the Company.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Joining Backstop Party has caused this Joinder to be executed as of the date first written above.

	[Joining Backstop Party] By: _____ Name: _____ Title: _____
	Notice Address: [_____] [_____]
	Facsimile: _____
	Attention: _____
Accepted and countersigned by:	
ON BEHALF OF THE DEBTORS: NEW GULF RESOURCES, LLC By: _____ Name: _____ Title: _____	
REQUISITE BACKSTOP PARTIES	
[To come]	

[Changes to Schedule 1 to be attached]

Annex D