IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

	§	
IN RE:	§	**Case No. 10-33565-SGJ**
	§	
TRIDIMENSION ENERGY, L.P., *et al.*	§	**Chapter 11**
	§	
DEBTORS.	§	**Jointly Administered**
	§	

ORDER GRANTING MOTION TO ASSUME
AND ASSIGN LEASE OF NONRESIDENTIAL REAL
PROPERTY (TANK SITE AND PUMPING STATION LEASE)

On December ___, 2010, this Court considered the *Motion to Assume and Assign Lease of Nonresidential Real Property (Tank Site and Pumping Station Lease)* [Docket No. ___] (the "Motion")[1] filed by TriDimension Energy, L.P., TDE Property Holdings, LP, Axis E&P, LP, Axis Onshore, LP, Axis Marketing, LP, and Ram Drilling, LP (collectively, the "LP Debtors"). The Court finds that (a) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. § 1334(b), (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), (c) the relief

requested in the Motion is in the best interests of the LP Debtors and their respective estates, (d) under the circumstances, proper and adequate notice of the Motion and hearing thereon has been given, (e) the assumption of the Lease is an exercise of the Debtors' sound business judgment and such assumption is of benefit to the estates, and (f) good and sufficient cause exists for granting the relief requested herein, after due deliberation upon the Motion and all relevant proceedings before the Court in connection with the Motion. Therefore, it is

ORDERED that the Motion is **GRANTED** on an interim basis as set forth herein. It is further

ORDERED that, subject to the Lessor's objection rights described below:

(a) Axis Marketing, LP is authorized to assume the Lease and to assign the Lease to the Buyer in accordance with section 365 of the Bankruptcy Code;

(b) the Lease is hereby assumed by Axis Marketing, LP and assigned to the Buyer pursuant to section 365 of the Bankruptcy Code;

(c) no cure amount shall be due or payable in connection with the assumption and assignment of the Lease;

(d) upon assumption and assignment of the Lease, all non-Debtor counterparties to the lease are forever barred and enjoined from asserting against the LP Debtors or the Buyer any assignment fee, default, breach, or claim or pecuniary loss, or condition to assignment, arising under or related to the Lease prior to the date hereof;

[1] Capitalized terms not defined herein shall have the meaning given to them in the Motion.

(e) under section 365(b)(1)(A) of the Bankruptcy Code, the Buyer has provided adequate assurance of future performance under the Lease;

(f) the Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion;

(g) the Debtors shall have no further liability for any breach of such Lease occurring after such assumption and assignment;

(h) the failure of the LP Debtors or the Buyer to enforce at any time one or more terms or conditions of the Lease shall not be a waiver of such terms or conditions, or of the Buyer's right to enforce every term and condition of the Lease; and

(i) there shall be no rent accelerations, assignment fees, increases, or any other fees charged to the Buyer as a result of the assumption and assignment of the Lease.

It is further

ORDERED that the LP Debtors shall serve a copy of this Order on the Lessor by U.S. Mail, postage prepaid, within two (2) business days of entry of this Order. It is further

ORDERED that, in the event the Lessor objects to the relief granted pursuant to this Order, including, without limitation, the assumption and assignment of the Lease and the determination that no cure payments are due in connection therewith, the Lessor shall file a written objection with this Court within twenty four (24) days of the LP Debtors' service of this Order on the Lessor (the "Objection Deadline"). It is further

ORDERED that, in the event (b) the Lessor fails to file a written objection prior to the Objection Deadline or (b) the Lessor timely files a written objection but such objection is

resolved by the written agreement of the LP Debtors, the Buyer and the Lessor, the Motion and the relief granted herein shall be approved on a final basis without further action of this Court. It is further

ORDERED that, in the event the LP Debtors, Lessor, and Buyer are unable to resolve a timely filed objection to the Motion and relief granted herein within five (5) business days of the filing of such objection, a final hearing on the Motion will be set upon the request of the LP Debtors, Buyer, or Lessor. It is further

ORDERED that, this Court shall retain jurisdiction to hear and consider all disputes arising from the interpretation or implementation of this Order.

 # # # END OF ORDER # # #

Submitted By:

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