

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

SECURITIES AND EXCHANGE	§	
COMMISSION,	§	
Plaintiff,	§	
v.	§	Civil Action No. 3:16-CV-1735-D
	§	
CHRISTOPHER A. FAULKNER,	§	
BREITLING ENERGY	§	
CORPORATION, JEREMY S.	§	
WAGERS, JUDSON F. (“RICK”)	§	
HOOVER, PARKER R. HALLAM,	§	
JOSEPH SIMO, DUSTIN MICHAEL	§	
MILLER RODRIGUEZ, BETH C.	§	
HANDKINS, GILBERT STEEDLEY,	§	
BREITLING OIL & GAS	§	
CORPORATION, CRUDE ENERGY,	§	
LLC, PATRIOT ENERGY, INC.,	§	
Defendants,	§	
	§	
and	§	
	§	
TAMRA M. FREEDMAN and	§	
JETMIR AHMEDI,	§	
Relief Defendants.	§	

ORDER
(1) GRANTING RECEIVER AUTHORITY TO SELL OIL AND GAS INTERESTS;
(2) APPROVING ENGAGEMENT OF SALES AND MARKETING FIRM; AND
(3) APPROVING SALES PROCEDURES

For the reasons stated in the court’s memorandum opinion and order filed today, the Receiver’s May 30, 2019 Motion (1) for Authority to Sell Oil and Gas Interests; (2) for Authority to Retain Sales and Marketing Firm; and (3) for Approval of Sales Procedures (the “Motion”) is granted.

1. The Motion is **GRANTED** in all respects;
2. The Receiver is authorized to enter into a Sales and Marketing Agreement (a standard version of which is attached to the Motion as **Exhibit 1**, to be modified in conformity with this Order) with EnergyNet.com, LLC (“EnergyNet”) for the marketing and sale of all oil and gas-related Receivership Assets which presently are in, or which -- pursuant to further proceedings -- will be in, the Receivership Estate (the “Breitling Portfolio”). The Receiver is authorized and directed to complete all actions necessary for performance under the Sales and Marketing Agreement;
3. EnergyNet may assist in marketing and selling the Breitling Portfolio on behalf of the Receivership Estate pursuant to the terms of the Sales and Marketing Agreement. Through its engagement by the Receiver, the Receiver shall not indemnify EnergyNet, but EnergyNet shall be treated as “Retained Personnel” as that term is defined and used in paragraphs 49 and 50 of the Receivership Order (ECF No. 418). Provisions related to Retained Personnel in paragraph 58 of the Receivership Order shall not apply to EnergyNet, which shall be compensated for its services pursuant to Exhibit D to the Sales and Marketing Agreement;
4. All sales of Breitling Portfolio assets will be conducted “AS IS – WHERE IS”, and no warranties of any kind will be provided, except that whatever interest is owned by the Receivership Estate shall be transferred to the buyer;
5. The sale of the Breitling Portfolio pursuant to auction conducted by EnergyNet is in the best interests of the Receivership Estate. The Receiver shall sell the Breitling Portfolio through auctions conducted by EnergyNet pursuant to the terms of the Sales and Marketing Agreement. Such sales shall satisfy 28 U.S.C. § 2001(a);


6. The Breitling Portfolio assets to be sold by public sale pursuant to auctions conducted by EnergyNet are situated in more than one county, state, district or circuit. Accordingly, the Court orders that pursuant to and in satisfaction of 28 U.S.C. § 2002 notice of the sale be given as follows: (1) following the entry of this Order, the Receiver shall publish an advertisement in the Hart Energy “A&D Watch” weekly electronic newsletter for four consecutive weeks, describing the Breitling Portfolio assets to be sold substantially in the form described in the Motion, and directing potential purchasers to EnergyNet; (2) EnergyNet shall, within a reasonable time following the entry of this Order, publish information related to the sale of the Breitling Portfolio on its website and distribute notification of the proposed auctions to a broad audience of potential individuals and institutional purchasers, in EnergyNet’s sole discretion; and (3) the Receiver shall, within a reasonable time following the entry of this Order, publish information related to the sale of the Breitling Portfolio on the Receivership Estate website, <http://breitlingreceivership.com>, and publish notice of each auction of Breitling Portfolio assets prior to the auction taking place.

7. Prior to the closing of any sale of Breitling Portfolio assets by the Receiver pursuant to the Sales and Marketing Agreement such sale must be confirmed by this Court. The Receiver shall move this Court for entry of a Confirmation Order or Orders for each or multiple Breitling Portfolio assets sold through EnergyNet pursuant to the Sales and Marketing Agreement. Motions to confirm the sales of Breitling Portfolio assets shall (i) identify the Breitling Portfolio asset(s); (ii) include the price to be paid; and (iii) include the name of the buyer. Notice of any Motion for Confirmation Orders shall be given by Receiver to the parties herein and to any person or entity known to hold or putatively hold a security interest in such Breitling Portfolio asset(s);

8. Any party objecting to the Receiver's proposed sale of any Breitling Portfolio asset must do so by intervention within twenty-one (21) days of the filing of the Receiver's Motion for entry of a Confirmation Order. If no objection is made through intervention within twenty-one (21) days after the Receiver files such a Motion, the Court shall deem the Motion to be unopposed; and

9. Following entry of a Confirmation Order by this Court, the Receiver shall effectuate confirmed sales of Breitling Portfolio asset(s) and any payment to EnergyNet pursuant to the Sales and Marketing Agreement. All sales of Breitling Portfolio assets confirmed by this Court shall be free and clear of all liens, claims and encumbrances.

Signed this 26th day of July, 2019.



SIDNEY A. FITZWATER
SENIOR JUDGE