

**IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In Re:)	
)	Case No. 16-10704 (KG)
)	Chapter 11
EMERALD OIL, INC.,)	
Debtor.)	(Jointly Administered)
<hr style="border: 0; border-top: 1px solid black; margin: 0;"/>		
EMERALD OIL, INC.,)	
Plaintiff,)	Adversary Proceeding No. 16-_____
v.)	
)	
Michael T. Dickinson,)	
)	
Defendant.)	
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**COMPLAINT FOR TURNOVER, BREACH OF WRITTEN CONTRACT AND
AVOIDANCE OF FRAUDULENT AND PREFERENTIAL TRANSFERS**

Emerald Oil Inc., debtor and debtor in possession in the above-captioned chapter 11 case (“Emerald Oil” or “Plaintiff”), by and through its undersigned counsel, for the Complaint against Michael T. Dickinson (“Defendant”), states as follows:

Parties and Jurisdiction

1. On March 22, 2016 (the “Petition Date”), Emerald Oil, located at 200 Columbine Street, Denver, Colorado 80206, filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”).
2. Defendant Michael T. Dickinson is an individual who resides at 1214 Hickory Way, Erie, CO, 80516.
3. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157 and 1334 and Bankruptcy Code §§ 105, 542, 544, 547 and 548, and same is filed in relation to Plaintiff’s Chapter 11 bankruptcy case filed in the United States Bankruptcy Court for the District of Delaware, bearing the case number set forth above.

4. This is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (E), (F), and (H).

Regardless of whether this matter is a core proceeding, Plaintiff consents to the entry of final orders or judgment by the Bankruptcy Judge to whom this proceeding is assigned.

5. Venue is proper in this Court under 28 U.S.C. § 1409, as it arises under Title 11 or relates to a case under Title 11 and does not involve a consumer debt less than \$5,000.

General Allegations

6. From December 8, 2015 through March 28, 2016, Defendant was an employee of Emerald Oil.

7. Pursuant to an employment agreement signed by Plaintiff and Defendant on December 8, 2015 (the "Employment Agreement"), Defendant was eligible for an Annual Cash Bonus, as defined in the Employment Agreement, "subject to the satisfaction of applicable Performance Criteria (as defined below) and *any other conditions required by the Compensation Committee.*" *Paragraph 4(b)* (emphasis added).

8. The Employment Agreement further provides that the "Annual Cash Bonus shall be based on the Compensation Committee's evaluation of the condition of the Company's business, the results of operations, Employee's individual performance for the performance period ... or any combination thereof (collectively, the "Performance Criteria")." *Id.*

9. Up to and until the time of resignation, on March 28, 2016, Defendant held the position of Chief Operating Officer.

10. While acting in his role as Chief Operating Officer, on or about February 2, 2016, Defendant signed a 2015 Bonus, Retention and Release Agreement (the "Bonus and Retention Agreement"), which sets out the conditional amount of Defendant's 2015 bonus, as well as conditions and terms associated with the Company's payment of Defendant's 2015 bonus. (*See*

Bonus and Retention Agreement, a true and correct copy of which is attached hereto and incorporated herein by reference as **Exhibit 1**).

11. Section 5 of the Bonus and Retention Agreement, titled “Continued Employment by the Company,” states that “[a]s consideration for the Officer’s execution of this Agreement and his acceptance of the 2015 Bonus, the Officer [Defendant] hereby agrees and commits to remain employed by the Company throughout 2016” (*See Exhibit 1*).

12. Section 5(a)(ii) of the Bonus and Retention Agreement further states that if the Officer’s employment ends before December 31, 2016, the “Officer agrees to make payment to Company” in certain amounts laid out with specificity therein. (*See Exhibit 1*).

13. The Bonus and Retention Agreement, in accordance with the terms of the Employment Agreement, thereby reflected the Plaintiff’s Compensation Committee’s conditions required for the award of the 2015 Bonus to Defendant.

14. In February 2016, Defendant received his initial \$336,355.11 installment of the 2015 Bonus, (“2015 Bonus”), subject to repayment by Defendant to Plaintiff if Defendant terminated his employment without Good Reason during the calendar year 2016.

15. On March 28, 2016, five days after the Petition Date, Defendant resigned from Emerald Oil. (*See Resignation Letter*, a true and correct copy of which is attached hereto and incorporated herein by reference as **Exhibit 2**). By reason of his resignation, Defendant became obligated to pay Plaintiff the amount of the initial installment of \$336,355.11.

16. Despite demand therefore on May 3, 2016, and thereafter, Defendant has failed and refused to repay Plaintiff the full installment of the 2015 Bonus he received before he resigned, as required under the terms of the Bonus and Retention Agreement.

Claim for Relief I – Turnover of Property of Estate
11 U.S.C. § 542

17. The Plaintiff restates and realleges each and every allegation contained in paragraphs 1 through 17 above as though fully set forth herein.

18. The 2015 Bonus is property that the Plaintiff may use, sell, or lease under Section 363 of the Bankruptcy Code.

19. The 2015 Bonus, owed as liquidated damages at the time of Defendant's resignation, is a debt owed by Defendant to Plaintiff as property of the Plaintiff's bankruptcy estate, which is payable on demand.

20. The 2015 Bonus is not of inconsequential value or benefit to the bankruptcy estate.

21. Under Section 542(a), the Defendants must turnover to the Plaintiff the 2015 Bonus.

WHEREFORE, the Plaintiff respectfully prays that this Court enter a judgment against the Defendant for \$336,355.11; that the Court award prejudgment interest at the maximum legal rate running from the date of Defendant's resignation to the date of the judgment herein; that the Court award postjudgment interest at the maximum legal rate running from the date of judgment herein until the date of the judgment is paid in full, plus costs; and that the Court require Defendant to pay forthwith the Judgment amount awarded in favor of the Plaintiff.

Claim for Relief II – Breach of Written Contract

22. The Plaintiff restates and realleges each and every allegation contained in paragraphs 1 through 21 above as though fully set forth herein.

23. The Bonus and Retention Agreement is a binding and enforceable contract between Plaintiff and Defendant.

24. Plaintiff has performed its obligations under the Bonus and Retention Agreement.

25. Defendant resigned from Emerald Oil, after receiving the first installment of his 2015 Bonus and prior to the end of calendar year 2016.

26. Defendant breached the Bonus and Retention Agreement by refusing to make his required payment to Emerald Oil for the full installment he received of the 2015 Bonus, \$336,355.11, as required under the terms of the Bonus and Retention Agreement.

27. Defendant's breach of the Bonus and Retention Agreement directly and proximately caused Plaintiff to suffer damages and losses, including direct, consequential and incidental damages.

WHEREFORE, the Plaintiff respectfully prays that this Court enter a judgment against the Defendant for \$336,355.11; that the Court award prejudgment interest at the maximum legal rate running from the date of Defendant's resignation to the date of the judgment herein; that the Court award postjudgment interest at the maximum legal rate running from the date of judgment herein until the date of the judgment is paid in full, plus costs; and that the Court require Defendant to pay forthwith the Judgment amount awarded in favor of the Plaintiff.

Claim for Relief III – Constructive Fraudulent Transfer
11 U.S.C. §§ 548(a)(1)(B) and 550

28. The Plaintiff restates and realleges each and every allegation contained in paragraphs 1 through 27 above as though fully set forth herein.

29. Emerald Oil was underperforming in the months preceding the Petition Date.

30. Defendant was paid his 2015 Bonus, under the Bonus and Retention Agreement, in the month preceding the Petition Date.

31. At the time Defendant was paid his 2015 Bonus, Emerald Oil was engaged in business for which its remaining property was unreasonably small.

32. Shortly after the payment to Defendant of his 2015 Bonus, Emerald Oil became insolvent and filed for Chapter 11 bankruptcy.

33. The payment of the 2015 Bonus was a transfer of the Debtors' interest in property to Defendant.

34. Plaintiff did not receive reasonably equivalent value in exchange for transferring the 2015 Bonus to Defendant.

35. Defendant refuses to repay the 2015 Bonus transferred to him despite his obligation to do so.

36. The transfer made to the Defendant is avoidable pursuant to 11 U.S.C. § 548(a)(1)(B) and is recoverable from the Defendant pursuant to 11 U.S.C. § 550.

WHEREFORE, the Plaintiff respectfully prays that this Court enter a judgment against the Defendant for the monies transferred, \$336,355.11, which is an avoidable transfer under 11 U.S.C. § 548; that all such avoided transfer be recovered by the Plaintiff pursuant to 11 U.S.C. § 550; that the Court award prejudgment interest at the maximum legal rate running from the date of Defendant's resignation to the date of the judgment herein; that the Court award postjudgment interest at the maximum legal rate running from the date of judgment herein until the date of the judgment is paid in full, plus costs; and that the Court require Defendant to pay forthwith the Judgment amount awarded in favor of the Plaintiff.

Claim for Relief IV – Constructive Fraudulent Transfer
11 U.S.C. §§ 544 and 550 and Colo. Rev. Stat. Ann. § 38-8-105

37. The Plaintiff restates and realleges each and every allegation contained in paragraphs 1 through 36 above as though fully set forth herein.

38. Emerald Oil was underperforming in the months preceding the Petition Date.

39. Defendant was paid his 2015 Bonus, under the Bonus and Retention Agreement, in the month preceding the Petition Date.

40. At the time Defendant was paid his 2015 Bonus, Emerald Oil was engaged in business for which its remaining property was unreasonably small.

41. Shortly after the payment to Defendant of his 2015 Bonus, Emerald Oil became insolvent and filed for Chapter 11 bankruptcy.

42. The payment of the 2015 Bonus was a transfer of Debtor's interest in property to Defendant.

43. Following the Petition Date, Defendant refused and continues to refuse to repay the 2015 Bonus transferred to him.

44. Plaintiff did not receive reasonably equivalent value in exchange for transferring the 2015 Bonus to Defendant.

45. The transfer made to the Defendant is avoidable in whole pursuant to 11 U.S.C. § 544 and Colo. Rev. Stat. Ann. § 38-8-105, and is recoverable from the Defendant pursuant to 11 U.S.C. § 550.

WHEREFORE, the Plaintiff respectfully prays that this Court enter a judgment against the Defendant for the monies transferred, \$336,355.11, which is an avoidable transfer under 11 U.S.C. § 544 and Colo. Rev. Stat. Ann. § 38-8-105; that such avoided transfer be recovered by the Plaintiff pursuant to 11 U.S.C. § 550; that the Court award prejudgment interest at the maximum legal rate running from the date of Defendant's resignation to the date of the judgment herein; that the Court award postjudgment interest at the maximum legal rate running from the date of judgment herein until the date of the judgment is paid in full, plus costs; and that the Court require Defendant to pay forthwith the Judgment amount awarded in favor of the Plaintiff.

Claim for Relief V – Recovery of Preferential Transfer
11 U.S.C. §§ 547 and 550

46. The Plaintiff restates and realleges each and every allegation contained in paragraphs 1 through 45 above as though fully set forth herein.

47. It is the Plaintiff's intent to avoid all transfers that may be avoided and recovered from Defendant under Chapter 5 of the Bankruptcy Code, whether identified in this Complaint or which may be learned in the course of discovery.

48. During the 90-day period of time preceding the Petition Date, Emerald Oil paid an installment of Defendant's 2015 Bonus to him in February 2016, in the amount of \$336,355.11.

49. In the alternative, Plaintiff alleges that the transfer of the 2015 Bonus was a transfer of the Debtor's interest in property on account of an antecedent debt owed to Defendant while Plaintiff was insolvent.

50. The transfer of the 2015 Bonus enabled Defendant to receive more than he would receive if Debtor's bankruptcy was a case under chapter 7 of the Bankruptcy Code, the transfer had not been made, and Defendant received payment of such debt to the extent provided by the provisions of the Bankruptcy Code.

51. In the alternative, Plaintiff alleges that the transfer made in the 90-day period preceding the Petition Date constitutes a preferential transfer, which is avoidable pursuant to 11 U.S.C. § 547(b) and is recoverable from the Defendant pursuant to 11 U.S.C. § 550.

WHEREFORE, the Plaintiff respectfully prays that this Court enter a judgment against the Defendants for the monies transferred, \$336,355.11, to Defendant, which is avoidable under 11 U.S.C. § 547; that such avoided transfer be recovered by the Plaintiff pursuant to 11 U.S.C. § 550; that the Court award prejudgment interest at the maximum legal rate running from the date of the demand of return of the transfer on May 3, 2016 to the date of the judgment herein; that the Court award postjudgment interest at the maximum legal rate running from the date of judgment herein until the date of the judgment is paid in full, plus costs; and that the Court require Defendant to pay forthwith the Judgment amount awarded in favor of the Plaintiff.

Respectfully submitted,



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- and -

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Counsel for Debtor

EXHIBIT 1

2015 BONUS, RETENTION AND RELEASE AGREEMENT

This Executive Release and Payment Agreement (the "Agreement"), effective as of February 2, 2016 (the "Effective Date"), is made and entered into by and between Emerald Oil, Inc. (the "Company") and Mike Dickinson (the "Officer").

RECITALS

WHEREAS, pursuant to the 2015 annual bonus plan previously approved by the Board of Directors (the "Board") of the Company, the Officer is eligible, but not entitled, to receive an annual cash bonus for services rendered during the calendar year ended December 31, 2015 (the "2015 Bonus");

WHEREAS, the Board has determined that Company will make payments totaling \$494,625.38 as Officer's 2015 Bonus subject to the terms below;

WHEREAS, the Board has determined that the payment of the 2015 Bonus is reasonable and in the best interests of the Company and its stakeholders, and the payment of the 2015 Bonus should be recorded on the Company's books as an account payable due to the Officer; and

WHEREAS, the Officer now desires to enter into this Agreement pursuant to which the Officer will accept the 2015 Bonus in exchange for Officer's commitment to remain employed by the Company throughout 2016 and Officer's full release of claims against the Company as of the date of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Officer and Company hereby agree as follows:

1. **Payment of the 2015 Bonus.** The Company shall pay the Officer the amount of \$494,625.38 as the 2015 Bonus, which amount shall constitute the entire amount of the bonus Officer shall receive for performing services during the 2015 calendar year.

2. **Recording of the 2015 Bonus.** The Company shall record the 2015 Bonus due and payable to the Officer on the Company's books as an account payable due to the Officer.

3. **Schedule of Payment.** The Company shall pay the 2015 Bonus in separate payments in accordance with the schedule approved by the Board, provided that the Company shall pay the 2015 Bonus consistent with the Company's regular accounts payable practices.

4. **Withholding.** The weekly payments described above will be reflected on a tax form W-2. Officer is solely responsible for any tax liability he incurs as a result of these payments. The Company will make required tax withholdings and deductions from each weekly payment. The Company makes no representations concerning the tax consequences to Officer of entering into this Agreement or resulting from the manner in which the payments are structured.

5. **Continued Employment by the Company.** As consideration for the Officer's execution of this Agreement and his acceptance of the 2015 Bonus, the Officer hereby agrees and commits to remain employed by Company throughout 2016 under the following terms:

(a) In the event Company terminates Officer's employment for Cause (defined below) or Officer terminates Officer's employment without Good Reason (defined below) before December 31, 2016, then:

- i. Officer shall not receive the amount of the 2015 Bonus not yet paid as of Officer's last date of employment. Officer acknowledges and agrees the installment payments are not earned, vested or determinable for purposes of the Colorado Wage Act, C.R.S. § 8-4-101 *et seq.* unless and until such payments are received by Officer.
- ii. Officer understands that should his employment end before December 31, 2016 for Cause or without Good Reason, Company will suffer economic injury in an amount that will be difficult to determine. Therefore, as liquidated damages, and not as a penalty, Officer agrees to make payment to Company in the following amount, calculated as of the last date of Officer's employment:

Liquidated Damages Amount	Last Date of Employment
\$494,625.38	Through March 31, 2016
\$370,969.04	After March 31, 2016 and through June 30, 2016
\$247,312.69	After June 30, 2016 and through September 30, 2016
\$123,656.35	After September 30, 2016 and through December 31, 2016

(b) In the event Officer is terminated by the Company (or successor entity) without Cause or Officer terminates Officer's employment with Good Reason before December 31, 2016, then the Officer shall not be obligated to return any portion of the 2015 Bonus paid, and Company shall be required to pay out any portion of the 2015 Bonus that has not yet been paid. The amounts payable to Officer under this Section 5(b) shall be paid within fifteen (15) days from the date of such termination and are in addition to, not in lieu of, any benefits or payments owed to Officer under the terms of Officer's Executive Employment Agreement, if any.

(c) In the event a Change of Control (defined below) occurs, then the Officer shall not be obligated to return any portion of the 2015 Bonus paid, and Company shall be required to pay out any portion of the 2015 Bonus that has not yet been paid. The amounts payable to Officer under this Section 5(c) shall be paid within fifteen (15) days from the date of such termination.

(d) For purposes of this Agreement, "Good Reason" shall mean, without Officer's consent, (i) a material diminution in Officer's title, duties, compensation or responsibilities, (ii) the failure of the Company to pay any compensation hereunder when due or to perform any other obligation of the Company under this Agreement, or (iii) the relocation of Officer's principal place of employment by more than fifty (50) miles.

(e) For purposes of this Agreement, "Cause" shall be defined as (i) a material breach of the terms and conditions of Officer's employment agreement with the Company, (ii) Officer's act(s) of gross negligence or willful misconduct in the course of Officer's employment hereunder that is injurious to the Company or any affiliate of the Company, (iii) willful failure or refusal by Officer to perform in any material respect Officer's duties or responsibilities, (iv) misappropriation by Officer of any assets of the Company or any or any affiliate of the Company,

(v) embezzlement or fraud committed by Officer, or at Officer's direction, (vi) Officer's conviction of, or pleading "guilty" or "no contest" to a felony under state or federal law.

(f) For purposes of this Agreement, "Change of Control" shall mean the first to occur of any of the following: (i) "change of control event" with respect to the Company, within the meaning of Treas. Reg. 1.409A-3(i)(5); or (ii) during any period of two years, individuals who at the beginning of such period constitute the Board (and any new Director whose election by the Company's shareholders was approved by a vote of at least a majority of the Directors then still in office who either were Directors at the beginning of the period or whose election or nomination for election was so approved) cease for any reason to constitute a majority thereof; or (iii) A merger, consolidation, or bankruptcy reorganization of the Company with or involving any other entity, other than a merger, consolidation, or bankruptcy reorganization that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 50% of the combined voting power of the securities of the Company (or such surviving entity) outstanding immediately after such merger, consolidation, or bankruptcy reorganization.

6. **Release of Claims.** By signing this Agreement, and to the fullest extent permitted by law, Officer waives, releases and surrenders any and all claims and demands that he may have against Emerald and the Released Parties (as defined below) up to the date Officer signed this Agreement with regard to the subject matter of this Agreement.

7. **Parties.** Officer's waiver, release and surrender of claims and demands are as broad as possible. By signing this Agreement, Officer is waiving, releasing and surrendering his claims and demands and the claims and demands of those acting on his behalf or in his stead, including but not limited to his agents, heirs, personal representatives, successors and assigns. Officer's waiver, release and surrender also extend to all people and entities related to Emerald, whether past or current, including without limitation Emerald's affiliates, owners, directors, shareholders, subsidiaries, joint venturers, officers, insurers, Officers, independent contractors, benefit plans, attorneys, agents, successors and assigns (collectively the "**Released Parties**").

8. **Scope of Release.** For purposes of clarity, the legal claims and demands Officer is giving up by signing this Agreement include without limitation the following claims that could be asserted against the Released Parties for services provided from the beginning of time through December 31, 2015:

(a) whether in law or in equity, known or unknown, which arose from the beginning of time up to the date of this Agreement;

(b) that in any way relate to amounts due to Officer for services provided to the Company through December 31, 2015, including without limitation any claims that arose before Officer's execution of this Agreement;

(c) for alleged injuries, damages, remedies or relief, including without limitation claims for economic damages, emotional distress damages, compensatory damages, punitive damages, liquidated damages, exemplary damages, wages, back pay, front pay, interest, costs, attorneys' fees, injunctive relief or equitable relief related in any way to Officer's employment with the Company through the period ended December 31, 2015; and

(d) that could be asserted under federal law, state law, local law, statute, regulation, code, ordinance, executive order or common law, including all manner of tort (injury to person or property) or contract claims.

9. **ADEA Disclosure.** In the event that Officer is 40 years of age or older, he has special rights under a federal law known as the Age Discrimination in Employment Act ("ADEA"), as amended by the Older Workers Benefit Protection Act. Under this law, Officer has the right to be free from age discrimination in all aspects of his employment. Officer therefore acknowledges the following:

(a) By executing this Agreement, Officer is knowingly and voluntarily waiving and releasing all rights or claims, if any, that he may have against the Released Parties under the ADEA;

(b) That this Agreement has been written in a manner calculated to be understood by Officer and that he does understand it;

(c) That he is not waiving claims that arise after the date he signs this Agreement;

(d) Officer's release of claims is in exchange for consideration to which he is not already entitled;

(e) The Company advises Officer to consult with an attorney before signing below;

(f) Officer has 21 days to consider this Agreement (and if he signs before then, he does so voluntarily); and

(g) He has 7 days after signing this Agreement to revoke or cancel it.

10. **Wage Acknowledgment:** Officer acknowledges and agrees that as of his signature below, the Company has paid him all wages or compensation that he is due from the Company for the calendar year 2015, including without limitation all base salary and any bonus amounts (other than the amounts referenced in Paragraph 1).

11. **Claims.** Officer warrants and represents that he has not transferred nor assigned to any person or entity any claims released by this Agreement. Officer further represents and warrants that he has not filed or asserted any claims released by this Agreement in arbitration, in a court of law or with any governmental body.

12. **Breach or Default.** Nothing in this Agreement will be construed so as to impair any legal or equitable right to enforce any of the terms of this Agreement.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, unless preempted by federal law, without regard to Colorado's conflicts of law.

14. **Arbitration.** All disputes between Officer and Emerald concerning this Agreement shall be resolved solely by final and binding arbitration under the Uniform Arbitration Act. The arbitrator shall be mutually selected by the Parties and the arbitration shall be conducted under the then prevailing rules of the American Arbitration Association (or any successor entity). Each party shall be responsible for its own fees and costs related to the arbitration. Unless otherwise stipulated to by the Parties, the arbitration shall be held in Denver, Colorado.

15. **Severability.** If any clause or provision of this Agreement is found by any court or other authority of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall not be affected but shall be enforced to the greatest extent allowed by law. Further, such clause or provision found to be invalid or unenforceable shall be deemed to be modified, amended or limited to the extent necessary to render it valid and enforceable.

16. **Adequacy of Consideration.** Officer acknowledges that the consideration he has received in this Agreement in exchange for his release of claims and other promises to Emerald is fair and adequate.

17. **Negotiations.** Officer agrees that this Agreement has been negotiated at arms' length, that Officer has carefully read this Agreement and know and understand its contents and its binding legal effect, and that he is signing this Agreement of his own free will and without coercion. Emerald advises him to consult an attorney before signing this Agreement.

18. **Entire Agreement.** Except as otherwise specified within this Agreement, this Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations and agreements, whether written or oral, relating to such subject matter. Nothing in this Agreement alters or amends Officer's 2016 Executive Employment Agreement (as applicable), including its noncompetition and nonsolicitation covenants.

19. **Amendment.** This Agreement may be amended or altered at any time, in whole or in part, only by a written instrument setting forth such changes, signed by both Parties.

20. **Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective legal representatives, heirs, successors, and assigns.

21. **Not Construed Against Drafter.** Because this Agreement has been freely negotiated by the respective Parties and includes language drafted or suggested by both Parties, the language of this Agreement shall not be interpreted in favor of or against any party as the drafter of this Agreement.

22. **Counterparts.** This Agreement may be executed in counterparts, by facsimile or by electronic scan.

23. **Effective Date.** This Agreement is effective upon the date of the last signature below.

EMERALD OIL, INC.

OFFICER:

Name:



By: McAndrew Rudisill
Title: Chief Executive Officer
Date: February 2, 2016

Name:



By: Mike Dickinson
In his capacity as an individual
Date: February 2, 2016

EXHIBIT 2

Michael T. Dickinson

1214 Hickory Way
Erie, CO 80516

March 28, 2016

Mr. McAndrew Rudisill
Emerald Oil, Inc.
200 Columbine Street, Suite #500
Denver, CO 80206

Dear McAndrew:

Due to the recent chapter 11 bankruptcy filing, I'm writing to notify you of the change of control as defined in my 2015 Executive Release and Payment Agreement. Per the agreement in Section 5, subpart C, "In the event a Change of Control (defined below) occurs, then the Officer shall not be obligated to return any portion of the 2015 Bonus". Subpart F includes a bankruptcy reorganization as a Change of Control event. As a result of these definitions, my agreement is no longer in effect and I'm not obligated to return any portion of the 2015 Bonus upon my departure from the company.

Additionally, this is notification that I am resigning from my position as Chief Operating Officer with Emerald Oil effective immediately.

I'm proud of the accomplishments of the operations team that I've led despite the difficult time in the industry and the financial issues the company has suffered. I appreciate the opportunities and the achievements since I joined the company and wish you and the team well.

Please don't hesitate to reach out if you need anything from me.

Sincerely,



Michael T. Dickinson

cc: Ryan Smith
James Muchmore
Duke Ligon
Seth Setrakian
Matt Sheehy
Daniel Spears