

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

In re	)	
	)	Chapter 11
SOUTHLAND ROYALTY COMPANY	)	
LLC,	)	Case No. 20-10158 (KBO)
	)	
Debtor. <sup>1</sup>	)	<b>Ref. Docket Nos. 23, 24, 34, 51, 188, 438</b>
	)	<b>&amp; 484</b>

**ORDER AUTHORIZING AND APPROVING THE DEBTOR’S  
ENTRY INTO THE SECOND AMENDMENT TO SENIOR  
SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION  
CREDIT AGREEMENT AND GRANTING RELATED RELIEF**

Upon the motion (the “*Motion*”)<sup>2</sup> of Southland Royalty Company LLC, as debtor and debtor in possession in the above-captioned case (the “*Debtor*”) seeking entry of this Order, pursuant to sections 105(a), 363, 364 and 552 of chapter 11 of title 11 of the United States Code (as amended, the “*Bankruptcy Code*”), Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure and Rules 2002-1, 4001-2 and 9013-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, authorizing and approving the Debtor’s entry into the Second Amendment (the “*Second Amendment*”) to the Senior Secured Superpriority Debtor-in-Possession Credit Agreement by and among the Debtor, Citibank, N.A., as administrative agent (the “*DIP Agent*”), and the lenders party thereto (the “*DIP Lenders*”), dated February 6, 2020 (as amended, modified or supplemented from time to time, the “*DIP Credit Agreement*”), and this Court having jurisdiction to consider the Motion pursuant to 28 U.S.C. §1334, and the Court having found that this is a core proceeding

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<sup>1</sup>The last four digits of the Debtor’s United States federal tax identification number are 8522. The Debtor’s mailing address is 400 West 7th Street, Fort Worth, Texas 76102.

<sup>2</sup>Capitalized terms used but not defined herein have the meanings ascribed to them in the Motion, the Second Amendment, or the Final DIP Order, as applicable.

pursuant to 28 U.S.C. §157; and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and this Motion in this District is proper pursuant to 28 U.S.C. §§1408 and 1409; and due and sufficient notice of the Motion under Bankruptcy Rule 6004(a) having been given to parties in interest as set forth in the Motion; and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion and having determined that the legal and factual bases set forth in the Motion and at the hearing establish just cause for the relief granted herein; and the Court having found that the relief requested in the Motion is in the best interests of the Debtor, its creditors, its estate and all other parties in interest; and after due deliberation and sufficient cause appearing therefor; **IT IS HEREBY ORDERED THAT:**

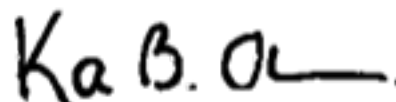
1. The relief requested in the Motion is hereby granted as set forth herein.
2. The Debtor is hereby authorized to enter into the Second Amendment, in the form attached hereto as Exhibit “A,” which is hereby approved in all respects.
3. The Debtor is authorized and empowered to take all actions necessary to perform its obligations under the Second Amendment.
4. The terms and conditions of the Second Amendment (including, without limitation, the interest and fees to be paid thereunder and the issuance of the Roll-Up Advances in connection therewith) are fair and reasonable, reflect the Debtor’s exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and consideration.
5. The terms of the Final DIP Order are incorporated herein and made part of this Order. Other than as provided in this Order and with respect to the modifications to the DIP Credit Agreement contained in the Second Amendment, nothing herein shall be deemed to modify,

supersede, abrogate or otherwise affect the Final DIP Order or any of its terms. The Final DIP Order shall remain in full force and effect, and all factual and other findings and conclusions of law contained in the Final DIP Order shall remain fully applicable to the DIP Facility, as amended by the Second Amendment. For the avoidance of doubt, the obligations of the Debtor under the Second Amendment shall constitute DIP Obligations (as defined in the Final DIP Order) for all purposes under the Final DIP Order.

6. The application of any Affected Lease Proceeds or any San Juan Sales Proceeds pursuant to this Order and/or the Second Amendment shall not prejudice any claim asserted by the Committee pursuant to paragraph 5 of the Final DIP Order or otherwise limit the Court's ability, or the Committee's ability to make a motion to the Court, to fashion an appropriate remedy in the event of a Successful Challenge.

7. This Court has and shall retain exclusive jurisdiction to enforce and interpret this Order and the Final DIP Order (as amended hereby) and any disputes or matters arising out of or in connection therewith.

**Dated: May 26th, 2020**  
**Wilmington, Delaware**



**KAREN B. OWENS**  
**UNITED STATES BANKRUPTCY JUDGE**

**EXHIBIT A**

**Second Amendment**

## SECOND AMENDMENT AND WAIVER TO SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

This Second Amendment and Waiver to Senior Secured Superpriority Debtor-In-Possession Credit Agreement dated as of May \_\_, 2020 (this "Amendment") is among Southland Royalty Company LLC, a Delaware limited liability company (the "Borrower"), the undersigned Lenders and Citibank, N.A., as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent") and amends the Senior Secured Superpriority-Debtor-In-Possession Credit Agreement dated as of February 6, 2020, among the Borrower, the Lenders party thereto and the Administrative Agent, as amended by the Amendment to Senior Secured Superpriority Debtor-In-Possession Credit Agreement dated as of February 6, 2020 (the "First Amendment") (and as further amended, restated, or otherwise modified from time to time, collectively (the "Credit Agreement").

### INTRODUCTION

A. The Borrower has requested that the Lenders increase their Commitments under the Credit Agreement to an aggregate of \$47,000,000.

B. On February 27, 2020 the United States District Court for the District of Idaho entered a Memorandum Decision and Order (the "Idaho Order") in the civil action captioned *Western Watersheds Project, et al. v. Zinke, et al.*, Case No.: 1:18-cv-00187-REB (the "BLM" Case).

C. The Idaho Order set aside certain oil and gas lease sales (herein the "Set Aside Lease Sales") by the United States Department of Interior, Bureau of Land Management (the "BLM"). The Set Aside Lease Sales include the leases set forth in Schedule 1(a) to Exhibit A to this Amendment (the "Affected Leases"), which the Borrower acquired from BLM in 2018 and pledged as collateral for the Obligations.

D. The Borrower has requested that the Lenders amend and waive certain terms of the Credit Agreement in relation to the Affected Leases. Subject to the terms of this Amendment, the Administrative Agent and the undersigned Lenders have agreed to provide the amendments set forth herein.

THEREFORE, in fulfillment of the foregoing, the Borrower, the Administrative Agent, and the undersigned Lenders hereby agree as follows:

Section 1. Definitions; References. Unless otherwise defined in this Amendment, each term used in this Amendment which is defined in the Credit Agreement has the meaning assigned to such term in the Credit Agreement.

Section 2. Amendments to Credit Agreement. Upon the satisfaction of the conditions specified in Section 5 of this Amendment, effective as of the date set forth above, the Credit Agreement is amended as set forth on Exhibit A attached hereto such that all of the inserted and underscored [**inserted and underscored**] provisions and any formatting changes reflected therein shall be deemed inserted or made, as applicable, and all of the stricken provisions [~~stricken~~

~~provisions~~] shall be deemed deleted therefrom. The Schedules and Exhibits to the Credit Agreement shall remain as in effect under the Credit Agreement immediately prior to the effectiveness of this Amendment except that a new Schedule I in the form of Schedule I attached to Exhibit A hereto is added to the Credit Agreement in lieu of the existing Schedule 1.

Section 3. Waiver. Subject to the other terms and conditions of this Amendment, the Administrative Agent and the undersigned Lenders hereby waive any Defaults and Events of Default under Section 7.01(b), 7.01(c) and 7.01(k) of the Credit Agreement occurring as a result of the breach by the Borrower of any of the terms and provisions in this Amendment, the First Amendment, the Credit Agreement, the Security Agreement, the Mortgages executed by the Borrower in favor of the Administrative Agent and governed by the law of the State of Wyoming (the "Wyoming Mortgages") and/or any other Loan Document, in each case with respect of any or all Affected Leases (but not any other properties or assets) as a result of Set Aside Lease Sales. The forgoing waiver granted herein is limited to the Defaults and Events of Default specifically referred to in the forgoing sentence and in each case only in respect of Affected Leases as a result of Set Aside Lease Sales and is not, and shall not be construed to be, a consent or waiver of any other (existing or future) Default, Event of Default or noncompliance with, any other term, provision, covenant, representation, warranty or agreement contained in the Credit Agreement or in any of the other Loan Documents.

Section 4. Representations and Warranties. The Borrower hereby represents and warrants to the Administrative Agent and the Lenders that on the date hereof:

(a) the representations and warranties set forth in the Credit Agreement and in the other Loan Documents (other than the representations and warranties in respect of the Affected Leases waived as set forth in Section 3 of this Amendment) are true and correct in all material respects (except to the extent such representation or warranty is already subject to a materiality qualifier, in which case such representation or warranty is true and correct in all respects) on and as of the date of this Amendment;

(b) (i) the execution, delivery, and performance of this Amendment are within the limited liability company power, and authority of the Borrower and have been duly authorized by appropriate proceedings and (ii) this Amendment constitutes a legal, valid, and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the rights of creditors generally and general principles of equity; and

(c) as of the effectiveness of this Amendment and after giving effect thereto, no Default or Event of Default has occurred and is continuing, except Defaults and Events of Default in respect of the Affected Leases that are waived pursuant to Section 3 of this Amendment.

Section 5. Effectiveness. This Amendment shall become effective as of the date hereof upon the occurrence of all of the following:

(a) receipt by the Administrative Agent of this Amendment, duly and validly executed by the Lenders and the Borrower;

(b) approval by the Bankruptcy Court of this Amendment pursuant to an order in form and substance satisfactory to the Administrative Agent and such order shall not have been vacated, stayed, reversed, modified or amended without the prior written consent of the Administrative Agent; and

(c) the Administrative Agent shall have received for the account of each Lender an upfront fee equal to 1.25% of such Lender's ratable share of the \$12,000,000 increase in the aggregate Commitments of the Lenders to make New Money Advances.

Section 6. Supplemental Order. Each of the undersigned Lenders, by its execution of this Amendment, is deemed to have consented to the Supplemental Order (as defined in Exhibit A).

Section 7. Effect on Loan Documents. Except as amended herein, the Credit Agreement and the other Loan Documents remain in full force and effect as originally executed and are hereby in all respects ratified and confirmed, and nothing herein shall act as a waiver of any of the Administrative Agent's or Lenders' rights under the Loan Documents. On and after the effectiveness of this Amendment, any reference to the Credit Agreement in any Loan Document shall be deemed to be a reference to the Credit Agreement as amended by this Amendment. This Amendment is a Loan Document for the purposes of the provisions of the other Loan Documents.

Section 8. Choice of Law. This Amendment and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Amendment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 9. Counterparts. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in electronic (i.e., "pdf" or "tif") means shall be effective as delivery of a manually executed counterpart of this Amendment. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to any document to be signed in connection with this Amendment or any agreement or instrument contemplated by this Amendment and the transactions contemplated hereby shall be deemed to include Electronic Signatures, electronic deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act. For purposes hereof, "Electronic Signature" means an electronic signature, sound, symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

**THIS WRITTEN AGREEMENT AND THE LOAN DOCUMENTS, AS DEFINED IN THE CREDIT AGREEMENT, REPRESENT THE FINAL AGREEMENT AMONG THE**

**PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

[The remainder of this page has been left blank intentionally.]



EXECUTED as of the date first set forth above.

**BORROWER:**

SOUTHLAND ROYALTY COMPANY LLC

By: \_\_\_\_\_

Name:

Title:

**ADMINISTRATIVE AGENT /LENDER:**

CITIBANK, N.A.,

as Administrative Agent and a Lender

By: \_\_\_\_\_

Name: Phil Ballard

Title: Managing Director

**LENDERS:**

BMO HARRIS BANK N.A., as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BARCLAYS BANK PLC, as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CAPITAL ONE, NATIONAL ASSOCIATION, as  
a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

UBS AG, STAMFORD BRANCH, as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ABN AMRO CAPITAL USA LLC, as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



JPMORGAN CHASE BANK, N.A., as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DNB CAPITAL LLC, as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ING CAPITAL LLC, as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMERICA BANK, as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GOLDMAN SACHS BANK USA, as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

REGIONS BANK, as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SIMMONS BANK, as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK OF AMERICA, as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



~~\$70,000,000~~94,000,000

**SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION  
CREDIT AGREEMENT**

among

**SOUTHLAND ROYALTY COMPANY LLC,**

as Borrower,

**THE LENDERS PARTY HERETO FROM TIME TO TIME**

as Lenders,

and

**CITIBANK, N.A.**

as Administrative Agent

February 6, 2020

Citigroup Global Markets Inc., and  
Barclays Bank PLC,  
as Joint Lead Arrangers

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**EXHIBITS:**

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- Exhibit B - Form of Compliance Certificate
- Exhibit C - Form of Note
- Exhibit D - Form of Notice of Borrowing
- Exhibit E - Form of Notice of Conversion or Continuation
- Exhibit F - [Reserved]
- Exhibit G - [Reserved]
- Exhibit H - [Reserved]
- Exhibit I-1 - Form of U.S. Tax Compliance Certificate
- Exhibit I-2 - Form of U.S. Tax Compliance Certificate
- Exhibit I-3 - Form of U.S. Tax Compliance Certificate
- Exhibit I-4 - Form of U.S. Tax Compliance Certificate

**SCHEDULES:**

- Schedule I - Addresses and Commitment Amounts and Roll-Up ~~Advance~~  
~~Amount~~Amounts
- Schedule 1(a) - Affected Leases
- Schedule 2 - Initial Budget
- Schedule 4.01 - Subsidiaries
- Schedule 4.11 - Taxes
- Schedule 4.20 - Hedging Agreements
- Schedule 4.21 - Material Agreements
- Schedule 6.01(k) - Existing Liens
- Schedule 6.02 - Existing Debt

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## **SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT**

This Senior Secured Superpriority Debtor-in-Possession Credit Agreement dated as of February 6, 2020 is among **SOUTHLAND ROYALTY COMPANY LLC**, a Delaware limited liability company (“Borrower”), the lenders party hereto from time to time as Lenders (as defined below), and **CITIBANK, N.A.**, as Administrative Agent (as defined below).

In consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto do hereby agree as follows:

A. On January 27, 2020 (the “Petition Date”), the Borrower (in such capacity, “Debtor”) filed a voluntary petition for relief (the “Chapter 11 Case”) under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). The Debtor is continuing in the possession of its assets and continues to operate its businesses and manage its properties as debtor in possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code.

B. Prior to the Petition Date, the Lenders provided financing to Borrower pursuant to the Credit Agreement dated as of March 31, 2015, among the Borrower, Citibank, N.A., National Association, as agent and lender, and the lenders from time to time party thereto (as amended, modified or supplemented through the Petition Date, the “Prepetition Credit Agreement”).

C. The Borrower has requested that Lenders provide a senior secured superpriority debtor-in-possession revolving credit facility to Borrower in an amount up to ~~\$70,000,000~~94,000,000 which shall consist of subject to entry of the Supplemental Order (hereinafter defined) (x) a committed new financing of up to ~~\$35,000,000~~47,000,000 (the “New Money Facility”) which the Borrower shall be permitted to draw subject to the terms and conditions set forth herein and (y) ~~subject to entry of the Final Order (hereinafter defined), \$35,000,000~~\$47,000,000 consisting of the conversion of a portion of the Obligations (as defined in the Prepetition Credit Agreement) under the Prepetition Credit Agreement into Obligations hereunder (the “Roll-Up Facility”) and together with the New Money Facility, the “DIP Facility”), in each case to be afforded the liens and priority set forth in the DIP Orders (as hereinafter defined) and as set forth in the other Loan Documents (as hereinafter defined).

D. Pursuant to the terms of the DIP Order, all Obligations will be secured by valid perfected Liens on all or substantially all of the assets of the Borrower, having the priorities set forth in the DIP Orders.

E. The Lenders have agreed to make such loans and extensions of credit subject to the terms and conditions of this Agreement.

F. In consideration of the mutual covenants and agreements herein contained and of the loans, extensions of credit and commitments hereinafter referred to, the parties hereto agree as follows:

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## ARTICLE I DEFINITIONS AND ACCOUNTING TERMS

Section 1.01 Certain Defined Terms. As used in this Agreement, the terms defined above shall have the meaning set forth therein and the following terms shall have the following meanings:

“Acceptable Security Interest” in any Property means a Lien which (a) exists in favor of the Administrative Agent for the benefit of the Secured Parties, (b) is the only Lien on such Property other than Permitted Liens and which is superior to all Liens or rights of any other Person in the Property encumbered thereby other than Permitted Liens, (c) secures the Obligations, and (d) is perfected and enforceable.

“Acquisition” means the purchase, in a single transaction or in a series of related transactions, by the Borrower or any of its Subsidiaries of assets of another Person or any business, including the purchase of associated assets or operations or of Equity Interests (or other ownership interests) of a Person.

“Act” means the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

“Adjusted Base Rate” means, for any day, the fluctuating rate per annum of interest equal to the greater of (a) the Base Rate in effect on such day, (b) the Federal Funds Rate in effect on such day plus ½ of 1%, and (c) the Eurodollar Rate in effect on such day for an Interest Period equal to one month plus 1%. Any change in the Adjusted Base Rate due to a change in the Base Rate, the Federal Funds Rate or the Eurodollar Rate shall be effective from and including the effective date of such change in the Base Rate, the Federal Funds Rate, or the Eurodollar Rate respectively.

“Administrative Agent” means Citibank, N.A., in its capacity as agent pursuant to Article VIII, and any successor agent pursuant to Section 8.06.

“Administrative Questionnaire” means an administrative questionnaire in a form supplied by the Administrative Agent.

“Advance” means any New Money Advance and any Roll-Up Advance, and refers to a Base Rate Advance or a Eurodollar Rate Advance.

“Affected Lease Proceeds” means all Net Cash Proceeds from the Disposition of the Affected Leases resulting directly or indirectly from the entry of the Idaho Order.

“Affected Leases” means the leases set forth on Schedule 1(a).

“Affiliate” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Agreement” means this Senior Secured Superpriority Debtor-in-Possession Credit Agreement, as the same may be amended, supplemented, and otherwise modified from time to time.

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“Aggregate Liquidity” means, as of any determination date, the sum of unused availability under this Agreement plus unrestricted cash on hand of the Borrower.

“Alternate Testing Date” shall have the meaning assigned to such term in Section 5.21(b).

“Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or any of its Subsidiaries, any Lender, any Arranger, or the Administrative Agent, in each case from time to time concerning or relating to bribery or corruption, including without limitation the UK Bribery Act and the FCPA.

“Anti-Money Laundering Laws” means any Legal Requirement relating to money laundering or terrorist financing, including, without limitation, the Bank Secrecy Act, 31 U.S.C. sections 5301 et seq.; the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. 107-56 (a/k/a the USA Patriot Act); Laundering of Monetary Instruments, 18 U.S.C. section 1956; Engaging in Monetary Transactions in Property Derived from Specified Unlawful Activity, 18 U.S.C. section 1957; the Financial Recordkeeping and Reporting of Currency and Foreign Transactions Regulations, 31 C.F.R. Part 103; and any similar Legal Requirements currently in force or hereafter enacted.

“Applicable Lending Office” means (a) with respect to any Lender, the office, branch, subsidiary, affiliate or correspondent bank of such Lender specified in its Administrative Questionnaire or such other office, branch, subsidiary, affiliate or correspondent bank as such Lender may from time to time specify to the Borrower and the Administrative Agent from time to time, and (b) with respect to the Administrative Agent, the address specified for such Person on Schedule I or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties.

“Applicable Margin” means, (a) with respect to any Base Rate Advance, 4.50% per annum, (b) with respect to any Eurodollar Rate Advance, 5.50% per annum and (c) during such times as any Event of Default exists, 2% per annum plus the rate per annum set forth above in (a) or (b), as applicable.

“Approved Bidding Procedures” has the meaning provided in Section 5.23(e).

“Approved Budget” means the Initial Budget and any Budget approved by the Administrative Agent as provided in Section 5.21.

“Approved Fund” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender, or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Approved Plan of Reorganization” means either (a) a plan of reorganization which provides for termination of the Commitments, indefeasible payment in full in cash of all Obligations under the Loan Documents owed to the Lenders on the effective date of such Approved Plan of Reorganization and does not impair the Prepetition Credit Agreement Obligations or (b) a plan of reorganization which is otherwise approved by the Administrative Agent and the Majority Lenders in their sole discretion.

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“Approved Sale” means a sale of all or substantially of all of the Debtor’s assets pursuant to section 363 of the Bankruptcy Code consummated in accordance with the Approved Bidding Procedures and the Approved Sale Order.

“Approved Sale Order” means an order entered in the Chapter 11 Case approving the sale of all or substantially all of the Borrower’s assets pursuant to section 363 of the Bankruptcy Code, in form and substance reasonably satisfactory to the Administrative Agent and the Majority Lenders.

“Arranger” means each of Citigroup Global Markets Inc. and Barclays, in their respective capacity as lead arrangers and joint bookrunners hereunder.

“Assignment and Assumption” means an assignment and acceptance entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 9.08), and accepted by the Administrative Agent, in substantially the form of the attached Exhibit A or any other form approved by the Administrative Agent.

“Availability” means, with respect to a Lender at any time, such Lender’s Commitment at such time, minus the aggregate outstanding principal amount of all New Money Advances owed to such Lender at such time.

“Availability Limit” means (a) during the Interim Period, the Interim Facility Cap and (b) during the Final Period, the aggregate Commitments.

“Avoidance Actions” shall have the meaning assigned to such term in the DIP Orders.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

“Bail-In Legislation” means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

“Banking Services” means each and any of the following bank services provided to the Borrower or its Subsidiaries by any Lender (other than a Defaulting Lender) or by any Affiliate of a Lender (other than a Defaulting Lender): (a) commercial credit cards, (b) stored value cards, and (c) treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services).

“Banking Services Obligations” means any and all obligations of the Borrower or any of its Subsidiaries, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) in connection with Banking Services.

“Banking Services Provider” means any Lender (other than a Defaulting Lender) or Affiliate of a Lender (other than a Defaulting Lender) that provides Banking Services to the Borrower or its Subsidiaries.

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“Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101 et seq.

“Bankruptcy Court” has the meaning ascribed to it in the recitals to the Agreement.

“Bankruptcy Rules” shall mean the Federal Rules of Bankruptcy Procedure, as the same may from time to time be in effect and applicable to the Chapter 11 Case.

“Barclays” means Barclays Bank PLC.

“Base Rate” means a fluctuating interest rate per annum as shall be in effect from time to time equal to the rate of interest publicly announced by Citibank, N.A. as its prime rate in effect at its principal office in New York City, whether or not the Borrower has notice thereof. Each change in the Base Rate shall be effective from and including the date such change is publicly announced as being effective.

“Base Rate Advance” means an Advance which bears interest as provided in Section 2.08(a).

“Beneficial Ownership Certification” means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation.

“Beneficial Ownership Regulation” means 31 C.F.R. § 1010.230.

“BHC Act Affiliate” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“BLM” means the [United States Department of the Interior, Bureau of Land Management](#).

“BLM Case” means the [civil action captioned Western Watersheds Project et. al., v. Zinke, et. al., Case No.: 1:18-cv-00187-REB in the United States District Court for the District of Idaho](#).

“Board” means the Board of Governors of the Federal Reserve System of the United States of America or any successor Governmental Authority.

“Borrower” shall have the meaning set forth in the preamble hereof.

“Borrower LLC Agreement” means the Second Amended and Restated Limited Liability Company Agreement of Southland Royalty Company LLC, a Delaware limited liability company, dated as of January 15, 2020, as may be further amended or otherwise modified to the extent permitted herein.

“Borrowing” means, subject to Section 2.03(c)(ii), a borrowing consisting of simultaneous Advances of the same Type made by each Lender pursuant to Section 2.03(a), continued by each Lender pursuant to Section 2.03(b), or Converted by each Lender to Advances of a different Type pursuant to Section 2.03(b).

“Budget” shall have the meaning assigned to such term in Section 5.21(a).

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“Business Day” means a day of the year on which banks are not required or authorized to close in Houston, Texas and New York, New York, and, if the applicable Business Day relates to any Eurodollar Rate Advances, on which dealings are carried on by banks in the London interbank market.

“Capital Leases” means, as applied to any Person, any lease of any Property by such Person as lessee which would, in accordance with GAAP as in effect in December 31, 2018, be required to be classified and accounted for as a capital lease on the balance sheet of such Person.

“Carve Out” shall have the meaning provided in the DIP Orders.

“Cash Management Order” means one or more orders of the Bankruptcy Court, including any interim and/or final orders, entered in the Chapter 11 Case, together with all extensions, modifications and amendments thereto, in form and substance reasonably satisfactory to the Administrative Agent, which, among other matters, authorizes the Loan Parties to maintain their existing cash management system.

“Casualty Event” means any loss, casualty or other insured damage to, or any nationalization, taking under power of eminent domain or by condemnation or similar proceeding of, any DIP Collateral of the Borrower having a fair market value in excess of \$1,000,000.

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, state and local analogs, and all rules and regulations and requirements thereunder in each case as now or hereafter in effect.

“Change in Control” shall mean the occurrence of any transaction, the result of which is that:

(a) the Borrower ceases to own, either directly or indirectly, 100% of the Equity Interests in any Subsidiary; or

(b) Encap ceases to own, either directly or indirectly, at least 51% of the Equity Interests (including the Equity Interests having voting rights) in the Borrower.

“Change in Law” means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith, and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“Chapter 11 Case” has the meaning provided in the Recitals.

“Chapter 11 Milestones” shall have the meaning assigned to such term in Section 5.23.

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“Closing Date” means February 6, 2020.

“Code” means the Internal Revenue Code of 1986, as amended, and any successor statute.

“Commitment” means, with respect to each Lender, the commitment of such Lender to make New Money Advances hereunder, in an aggregate principal amount at any one time outstanding not to exceed the amounts set forth opposite such Lender’s name as its “Commitment Amount” on **Schedule I** (as such **Schedule I** may be amended or modified from time to time in connection with any reduction or modification to any Commitment pursuant to this Agreement), which amount represents the maximum aggregate amount of such Lender’s potential Revolving Credit Exposure hereunder, as such Commitment may be (a) modified from time to time pursuant to Section 2.04 and (b) modified from time to time pursuant to assignments by or to such Lender pursuant to Section 9.08.

“Commitment Fee Rate” means 1% per annum.

“Commitment Letter” means the commitment letter dated January 26, 2020 among the Borrower, Citigroup Global Markets Inc. and Barclays.

“Commitment Termination Date” means the earlier of (a) the Maturity Date, and (b) the earlier termination in whole of the Commitments pursuant to Section 2.04 or Article VII.

“Committee” means any statutory committee of unsecured creditors appointed in the Chapter 11 Case.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Communications” has the meaning set forth in Section 9.02(f)(ii).

“Compliance Certificate” means a compliance certificate in the form of the attached **Exhibit B** signed by a Responsible Officer of the Borrower.

“Confirmation Order” means an order, in form and substance satisfactory to the Administrative Agent and the Majority Lenders, confirming the Approved Plan of Reorganization (it being understood and agreed that the Confirmation Order shall be deemed satisfactory to the Administrative Agent and the Majority Lenders so long as the Bankruptcy Court approves the Approved Plan of Reorganization (and does not modify, amend or supplement the Approved Plan of Reorganization except to the extent such modification, amendment or supplement has been consented to by the Administrative Agent and the Majority Lenders).

“Connection Income Taxes” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controls,” “Controlled by,” “Controlling” and “Controlled” have meanings correlative thereto. Without limiting the generality of the foregoing, a Person shall be deemed to be Controlled by another Person if such other Person possesses, directly or indirectly, the

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power to vote 10% or more of the securities having ordinary voting power for the election of directors, managing members or the equivalent.

“Controlled Group” means all members of a controlled group of corporations and all businesses (whether or not incorporated) under common control, which, together with the Borrower, are treated as a single employer under Section 414 of the Code.

“Convert,” “Conversion,” and “Converted” each refers to a conversion of Advances of one Type into Advances of another Type pursuant to Section 2.03(b).

“Covered Entity” means any of the following:

(a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Covered Party” has the meaning assigned to such term in Section 9.24.

“Debt,” for any Person, means without duplication: (a) indebtedness of such Person for borrowed money, (b) obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) obligations of such Person to pay the deferred purchase price of Property (including obligations that are non-recourse to the credit of such Person but are secured by the assets of such Person), (d) obligations of such Person as lessee under Capital Leases required to be accounted for as a liability on the balance sheet, (e) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers’ acceptances, bank guaranties, surety bonds and similar instruments, (f) obligations of such Person owing in respect of mandatorily redeemable preferred stock or other mandatorily redeemable preferred equity interest of such Person, (g) any obligations of such Person owing in connection with any volumetric or production payments, (h) the Debt of any partnership or unincorporated joint venture in which such Person is a general partner or a joint venturer, but only to the extent to which there is recourse to such Person for the payment of such Debt, (i) indebtedness under Hedge Contracts (calculated on a net mark to market basis), (j) obligations of such Person under direct or indirect guaranties in respect of, and obligations (contingent or otherwise) of such Person to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clauses (a) through (i) above, (k) indebtedness or obligations of others of the kinds referred to in clauses (a) through (j) secured by any Lien on or in respect of any Property of such Person, and (l) all liabilities of such Person in respect of unfunded vested benefits under any Plan.

“Debtor” has the meaning assigned to such term in the preamble.

“Debtor Relief Laws” means the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium,

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rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect.

“Default” means (a) an Event of Default, or (b) any event or condition which with notice or lapse of time or both would become an Event of Default.

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“Defaulting Lender” means at any time, subject to Section 2.14(b), (a) any Lender that has failed for two or more Business Days to comply with its obligations under this Agreement to make an Advance or make any other payment due hereunder (each, a “funding obligation”), unless such Lender has notified the Administrative Agent and the Borrower in writing that such failure is the result of such Lender’s determination that one or more conditions precedent to funding has not been satisfied (which conditions precedent, together with the applicable default, if any, will be specifically identified in such writing), (b) any Lender that has notified the Administrative Agent or the Borrower in writing, or has stated publicly, that it does not intend to comply with its funding obligations hereunder, unless such writing or statement states that such position is based on such Lender’s determination that one or more conditions precedent to funding cannot be satisfied (which conditions precedent, together with the applicable default, if any, will be specifically identified in such writing or public statement), (c) any Lender that has defaulted on its funding obligations under any other loan agreement or credit agreement or other similar financing agreement, (d) any Lender that has, for three or more Business Days after written request of the Administrative Agent or the Borrower, failed to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender will cease to be a Defaulting Lender pursuant to this clause (d) upon the Administrative Agent’s and the Borrower’s receipt of such written confirmation), (e) any Lender with respect to which a Lender Insolvency Event has occurred and is continuing with respect to such Lender or its Parent Company, or (f) any Lender that has, or has a direct or indirect parent company that has, become the subject of a Bail-in Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any of clauses (a) through (f) above will be conclusive and binding absent manifest error, and such Lender will be deemed to be a Defaulting Lender (subject to Section 2.14(b)) upon notification of such determination by the Administrative Agent to the Borrower and the Lenders.

“DIP Collateral” means all Property of any kind which is subject to a Lien in favor of Administrative Agent to secure the Obligations or which under the terms of any Loan Document is purported to be subject to such Lien, which includes, for the avoidance of doubt, all existing (whether pre- or post-petition) and after-acquired, tangible and intangible, personal and real property and assets of the Borrower and any proceeds thereof (including, subject to entry of the Final Order, proceeds of any Avoidance Actions); *provided* that the DIP Collateral shall not include the Excluded Assets; and *provided, further*, that the DIP Collateral shall not include any assets or property upon which, and

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solely to the extent that, the grant of a “DIP Lien” as contemplated in the DIP Order would constitute a default or event of default under the Borrower’s contracts or leases (and such default would not be excused or rendered ineffective by operation of the Bankruptcy Code or applicable non-bankruptcy law), but shall include the proceeds thereof.

“DIP Order” means the Interim Order ~~and~~, the Final Order and the Supplemental Order, as applicable.

“Disposition” means, with respect to any Property, any sale, lease, sale and leaseback, assignment, Farmout, conveyance, transfer, casualty, condemnation or other disposition thereof, but excluding any issuance by a Person of its own Equity Interests (but not excluding, for the avoidance of doubt, any sale, lease, sale and leaseback, assignment, Farmout, conveyance, transfer, casualty, condemnation or other disposition by a Person of the Equity Interests of another Person). Notwithstanding the foregoing, the return by the Borrower of any San Juan Deposit or any portion thereof to a San Juan Bidder in accordance with the San Juan Bid Procedures shall not constitute a “Disposition” for any purpose under this Agreement. The terms “Dispose” and “Disposed of” shall have correlative meanings.

“Dollars” and “\$” means lawful money of the United States of America.

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“Eligible Assignee” means (a) a Lender, (b) an Affiliate of a Lender, (c) an Approved Fund, (d) a commercial bank organized under the laws of the United States, or any state thereof, and having total assets in excess of \$1,000,000,000 and approved by the Administrative Agent in its sole discretion, (e) a commercial bank organized under the laws of any other country which is a member of the Organization for Economic Cooperation and Development or a political subdivision of any such country and which has total assets in excess of \$1,000,000,000, provided that such bank is acting through a branch or agency located in the United States and such bank is approved by the Administrative Agent in its sole discretion, (f) a finance company, insurance company, or other financial institution or fund that is engaged in making, purchasing, or otherwise investing in commercial loans or securities in the ordinary course of its business and having (together with its Affiliates) total assets in excess of \$1,000,000,000 and approved by the Administrative Agent in its sole discretion, (g) any other Person (other than a natural person) approved by (i) the Administrative Agent in its sole discretion, and (ii) unless a Default has occurred and is continuing at the time any

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assignment is effected pursuant to this Agreement, the Borrower; provided that: (A) the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within five Business Days after having received notice thereof, and (B) notwithstanding the foregoing, “Eligible Assignee” shall not include the Borrower, any Loan Party, any Affiliate or Subsidiary of any Loan Party, any Affiliate of Encap, or any Potential Defaulting Lender (or entity which, upon becoming a Lender, would be a Potential Defaulting Lender).

“Encap” means EnCap Energy Capital Fund IX, L.P., a Texas limited partnership, EnCap Energy Capital Fund X, L.P., a Texas limited partnership, and their Affiliates.

“Engineering Report” means either an Independent Engineering Report or an Internal Engineering Report and includes the Initial Engineering Report where applicable.

“Environment” or “Environmental” shall have the meanings set forth in 42 U.S.C. 9601(8) (1988).

“Environmental Claim” means any third party (including governmental agencies and employees) action, lawsuit, claim, demand, regulatory action or proceeding, order, decree, consent agreement or notice of potential or actual responsibility or violation (including claims or proceedings under the OSHA or similar laws or requirements relating to health or safety of employees) which seeks to impose liability under any Environmental Law.

“Environmental Law” means, as to the Borrower or its Subsidiaries, all Legal Requirements or common law theories applicable to the Borrower or its Subsidiaries arising from, relating to, or in connection with the Environment, health, or safety, including CERCLA, relating to (a) pollution, contamination, injury, destruction, loss, protection, cleanup, reclamation or restoration of the air, surface water, groundwater, land surface or subsurface strata, or other natural resources, (b) solid, gaseous or liquid waste generation, treatment, processing, recycling, reclamation, cleanup, storage, disposal or transportation, (c) exposure to pollutants, contaminants, hazardous, medical and infectious, or toxic substances, materials or wastes, (d) the safety or health of employees, or (e) the manufacture, processing, handling, transportation, distribution in commerce, use, storage or disposal of hazardous, medical and infectious, or toxic substances, materials or wastes.

“Environmental Liability” shall mean all liabilities, obligations, damages, losses, claims, actions, suits, judgments, orders, fines, penalties, fees, expenses and costs (including administrative oversight costs, natural resource damages and remediation costs), whether contingent or otherwise, arising out of or relating to (a) compliance or non-compliance with any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Substances, (c) exposure to any Hazardous Substances, (d) the Release of any Hazardous Substances, or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Environmental Permit” means any permit, license, order, approval, registration or other authorization under Environmental Law.

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“Equity Interest” means, with respect to any Person, any shares, interests, participation, or other equivalents (however designated) of corporate stock, membership interests or partnership interests (or any other ownership interests) of such Person.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“ERISA Affiliate” means any trade or business (whether or not incorporated) which, together with any Loan Party, is treated as a single employer under Section 414 of the Code.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“Eurocurrency Liabilities” has the meaning assigned to that term in Regulation D of the Federal Reserve Board (or any successor), as in effect from time to time.

“Eurodollar Rate” means, for any Interest Period for each Eurodollar Rate Advance comprising the same Borrowing, (a) the rate per annum equal to the London Interbank Offered Rate (“LIBOR”) or a comparable or successor rate which rate is approved by the Administrative Agent, determined by reference to the ICE Benchmark Administration (“ICE”) (or the successor thereto), as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time and that has been nominated by ICE or its successor as an authorized information vendor for the purpose of displaying such rates); provided that, with respect to any Interest Period for which there is no corresponding LIBO rate or comparable or successor rate on the Reuters screen page (or another commercially available source providing quotations of LIBO rate or the comparable or successor rate as designated by Administrative Agent from time to time), LIBO rate or the comparable or successor rate from the Reuters screen page shall be determined through the use of straight-line interpolation by reference to two such rates, one of which shall be determined as if the length of the period of such deposits were the period of time for which the rate for such deposits are available is the period next shorter than the length of such Interest Period and the other of which shall be determined as if the period of time for which the rate for such deposits are available is the period next longer than the length of such Interest Period as determined by the Administrative Agent or (b) if such rate is not available at such time for any reason and such circumstances are unlikely to be temporary, then the “Eurodollar Rate” for such Interest Period shall be (i) a comparable successor or alternative interbank rate for deposits in Dollars that is, at such time, broadly accepted by the syndicated loan market in the United States in lieu of the “Eurodollar Rate” and is reasonably acceptable to the Borrower and the Administrative Agent or (ii) solely if no such broadly accepted comparable successor interbank rate exists at such time, a successor or alternative index rate as the Administrative Agent and the Borrower may determine with the consent of the Majority Lenders, in each case, determined at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, for deposits in Dollars (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period (but if such rate is less than zero, such rate shall be deemed to be zero for purposes of this Agreement); provided that to the extent a comparable or successor rate is approved by the Administrative Agent in connection with any rate set forth in this definition, the approved rate shall be applied in a manner consistent with market practice; provided further that to the extent such market practice is not administratively feasible for the

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Administrative Agent, such approved rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent.

“Eurodollar Rate Advance” means an Advance which bears interest as provided in Section 2.08(b).

“Eurodollar Rate Reserve Percentage” of any Lender for any Interest Period for each Eurodollar Rate Advance means the reserve percentage applicable during such Interest Period (or if more than one such percentage shall be so applicable, the daily average of such percentages for those days in such Interest Period during which any such percentage shall be so applicable) under regulations issued from time to time by the Federal Reserve Board for determining the maximum reserve requirement (including, without limitation, any emergency, supplemental or other marginal reserve requirement) for such Lender with respect to liabilities or assets consisting of or including Eurocurrency Liabilities having a term equal to such Interest Period.

“Event of Default” has the meaning specified in Section 7.01.

“Excluded Accounts” means (a) the accounts referred to in the last sentence of Section 5.15 and (b) “zero balance” accounts.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Excluded Assets” means (a) Avoidance Actions, (b) the Excluded Accounts and (c) any assets or property upon which, and solely to the extent that, the grant of a Lien for the benefit of the Secured Parties would constitute a default or event of default under any contract or lease (and such default would not be excused or rendered ineffective by operation of the Bankruptcy Code or applicable law) and (d) proceeds of any of the foregoing, but only to the extent such proceeds would otherwise independently constitute “Excluded Assets” under clauses (a) through (c); *provided* that “Excluded Assets” shall not include any proceeds of Avoidance Actions.

“Excluded Swap Obligations” means, with respect to any Loan Party other than the Borrower, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Party’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of such Loan Party or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or security interest is or becomes illegal.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction

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imposing such Tax (or any political subdivision thereof), or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in an Advance or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Advance or Commitment (other than pursuant to an assignment request by the Borrower pursuant to Section 2.16), or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.13, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.13(d) and (f) any U.S. federal withholding Taxes imposed under FATCA.

"Farmout" means an arrangement pursuant to agreement whereby the owner(s) of one or more oil, gas and/or mineral lease or other oil and natural gas working interest with respect to a property from which production of Hydrocarbons is sought agrees to transfer or assign an interest in such property to one or more Persons in exchange for (a) drilling, or participating in the cost of the drilling of (or agreeing to do so) one or more wells, or undertaking other exploration or development activity or participating in the cost of such activity, to attempt to obtain production of Hydrocarbons from such property, or (b) obtaining production of Hydrocarbons from such property, or participating in the costs of such production.

"FASB ASC" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, and any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code.

"FCPA" means the United States Foreign Corrupt Practices Act of 1977, as amended.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal for each day during such period to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published for such day (or, if such day is not a Business Day, for the immediately preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for any such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it; provided that if the Federal Funds Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.

"Federal Reserve Bank of New York's Website" means the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

"Federal Reserve Board" means the Board of Governors of the Federal Reserve System or any of its successors.

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“Fee Letter” means the Administrative Agent’s Fee Letter dated January 26, 2020 between the Borrower and Citigroup Global Markets Inc.

“Final Facility Effective Date” has the meaning assigned to such term in Section 3.02.

“Final Order” shall mean, collectively, the order of the Bankruptcy Court entered in the Borrower’s Chapter 11 Case after a final hearing under Bankruptcy Rule 4001(c)(2) or such other procedures as approved by the Bankruptcy Court, which order shall be satisfactory in form and substance to the Majority Lenders and the Administrative Agent in their sole discretion, and from which no appeal or motion to reconsider has been timely filed and such order is not in any respect subject of a stay pending appeal (unless the Administrative Agent and the Majority Lenders waive such requirement), together with all extensions, modifications and amendments thereto, in form and substance satisfactory to the Majority Lenders and the Administrative Agent, which, among other matters but not by way of limitation, authorizes the Borrower to obtain credit and grant liens under the this Agreement and the other Loan Documents, approves the Roll-Up Facility and provides for the superpriority of the Lenders’ claims contemplated by the this Agreement.

“Final Period” means the period commencing on the Final Facility Effective Date and ending on the Termination Date.

“First Amendment” means the Amendment to Senior Secured Superpriority Debtor-in-Possession Credit Agreement dated as of February 6, 2020, among the Borrower, the Lenders and the Administrative Agent to this Agreement.

“Fixed Fee” has the meaning set forth in Section 4.1(a) of the Management Services Agreement.

“Foreign Lender” means any Lender that is not a U.S. Person.

“Fund” means any Person (other than a natural Person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

“GAAP” means United States generally accepted accounting principles as in effect from time to time, applied on a basis consistent with the requirements of Section 1.03.

“Gas Imbalance” means (a) a sale or utilization by Borrower or any Subsidiary Guarantor of volumes of natural gas in excess of its gross working interest, (b) receipt of volumes of natural gas into a gathering system and redelivery by Borrower or any Subsidiary Guarantor of a larger or smaller volume of natural gas under the terms of the applicable transportation agreement, or (c) delivery to a gathering system of a volume of natural gas produced by Borrower or any Subsidiary Guarantor that is larger or smaller than the volume of natural gas such gathering system redelivers for the account of Borrower or such Subsidiary Guarantor, as applicable.

“Gas Sales Contracts” means physically settled sales of specified volumes of Hydrocarbons at a price determined on the date of such sale by reference to an industry-accepted index for such Hydrocarbon and pursuant to (a) the Base Contract For Sale and Purchase of Natural Gas in a form

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promulgated by the North American Energy Standards Board or (b) the North American Gas Annex to the Master Agreement in a form promulgated by the International Swaps and Derivatives Association, Inc.

“Governmental Authority” means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Guarantor” means each entity, which may from time to time, execute a Guaranty or a supplement to a Guaranty, including each Subsidiary Guarantor.

“Guaranty” means a guaranty agreement executed by a Guarantor in form and substance satisfactory to the Administrative Agent.

“Hazardous Substance” means the substances identified as such pursuant to CERCLA and those regulated under any other Environmental Law, including pollutants, contaminants, petroleum, petroleum products, radionuclides, radioactive materials, and medical and infectious waste.

“Hazardous Waste” means the substances regulated as such pursuant to any Environmental Law.

“Hedge Contract” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate swaps or options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “Master Agreement”), including any such obligations or liabilities under any Master Agreement. Notwithstanding the foregoing, “Hedge Contract” shall not include Gas Sales Contracts.

“Hedge Termination” means with respect to any Hedge Contract, any termination (other than a termination that occurs on the date scheduled for such termination and not as a result of any event of default or other event which permits a party to such Hedge Contract to early terminate such Hedge Contract, in each case however defined or described), cancellation, novation or other disposition of such Hedge Contract or the entry into one or more offsetting Hedge Contracts in respect of such Hedge Contract.

“Hedging Report” means the report described in Section 5.06(e).

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“Hydrocarbons” means oil, gas, coal seam gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, and all other liquid and gaseous hydrocarbons produced or to be produced in conjunction therewith from a well bore and all products, by-products, and other substances derived therefrom or the processing thereof, and all other minerals and substances produced in conjunction with such substances, including sulfur, geothermal steam, water, carbon dioxide, helium, and any and all minerals, ores, or substances of value and the products and proceeds therefrom.

“Improved Property” means real property on which a “building” or “mobile home” (in each case, as such terms are defined for purposes of the National Flood Insurance Program) owned by the Borrower or any Subsidiary Guarantor is located.

“Idaho Order” means the Memorandum Decision and Order dated February 27, 2020 entered by the United States District Court for the District of Idaho in the BLM Case.

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

“Indemnitee” shall have the meaning set forth in Section 9.05.

“Independent Engineer” means Cawley, Gillespie & Associates, Inc. or any third party engineering firm acceptable to the Administrative Agent in its sole discretion.

“Independent Engineering Report” means a report, in form and substance satisfactory to the Administrative Agent, prepared by an Independent Engineer, addressed to the Administrative Agent and the Lenders with respect to the Oil and Gas Properties owned by the Borrower or any of its Subsidiaries, which report shall (a) specify the location, quantity, and type of the estimated Proven Reserves attributable to such Oil and Gas Properties, (b) contain a projection of the rate of production of such Oil and Gas Properties, (c) contain an estimate of the net operating revenues to be derived from the production and sale of Hydrocarbons from such Proven Reserves based on product price and cost escalation assumptions specified by the Administrative Agent and the Lenders which are consistent with the Administrative Agent’s and the Lenders’ customary internal standards and practices for valuing and redetermining the value of Oil and Gas Properties in connection with reserve based oil and gas loan transactions, and (d) contain such other information as is customarily obtained from and provided in such reports or is otherwise reasonably requested by the Administrative Agent or any Lender.

“Information” shall have the meaning set forth in Section 9.09.

“Initial Budget” means the Budget in the form of **Schedule 2** hereto.

“Initial Roll-Up Advances” shall have the meaning set forth in Section 2.01(a)(ii).

“Initial Roll-Up Amount” shall have the meaning set forth in Section 2.01(a)(ii).

“Interest Expense” of a Person for any measurement period, means the interest expense of such Person for such period determined in accordance with GAAP.

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“Interest Period” means with respect to any Eurodollar Rate Advance, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one month thereafter, as the Borrower may elect; provided that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, and (b) any Interest Period pertaining to a Eurodollar Rate Advance that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes of this definition, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“Interim Facility Cap” means \$10,000,000.

“Interim Facility Effective Date” has the meaning specified therefor in Section 3.01.

“Interim Order” shall mean the order of the Bankruptcy Court entered in the Borrower’s Chapter 11 Case after an interim hearing (assuming satisfaction of the standards prescribed in section 364 of the Bankruptcy Code and Bankruptcy Rule 4001 and other applicable law), together with all extensions, modifications and amendments thereto, in form and substance satisfactory to the Majority Lenders and the Administrative Agent, in their sole discretion, which, among other matters, but not by way of limitation, authorizes, on an interim basis, the Borrower and the Lenders to execute and perform under the terms of the this Agreement and the other Loan Documents and which, among other matters, but not by way of limitation, authorizes the Borrower to obtain credit and grant liens under this Agreement and the other Loan Documents and provides for the superpriority of the Lenders’ claims contemplated by the this Agreement.

“Interim Period” means the period commencing on the Interim Facility Effective Date and ending on the Final Facility Effective Date.

“Internal Engineering Report” means a report, in form and substance satisfactory to the Administrative Agent, prepared by the Borrower and certified by a Responsible Officer of the Borrower, addressed to the Administrative Agent and the Lenders with respect to the Oil and Gas Properties owned by the Borrower or any of its Subsidiaries, which report shall (a) specify the location, quantity, and type of the estimated Proven Reserves attributable to such Oil and Gas Properties, (b) contain a projection of the rate of production of such Oil and Gas Properties, (c) contain an estimate of the net operating revenues to be derived from the production and sale of Hydrocarbons from such Proven Reserves based on product price and cost escalation assumptions specified by the Administrative Agent and the Lenders which are consistent with the Administrative Agent’s and the Lenders’ customary internal standards and practices for valuing and redetermining the value of Oil and Gas Properties in connection with reserve based oil and gas loan transactions, and (d) contain such other information as is customarily obtained from and provided in such reports or is otherwise reasonably requested by the Administrative Agent or any Lender.

“Investments” has the meaning set forth in Section 6.06.

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“IRS” means the United States Internal Revenue Service.

“Leases” means all oil and gas leases, oil, gas and mineral leases, oil, gas and casinghead gas leases, wellbore assignments or any other instruments, agreements, or conveyances under and pursuant to which the owner thereof has or obtains the right to enter upon lands and explore for, drill, and develop such lands for the production of Hydrocarbons.

“Legal Requirement” means, as to any Person, any law, statute, ordinance, decree, requirement, order, judgment, rule, regulation (or official interpretation of any of the foregoing) of, and the terms of any license or permit issued by, any Governmental Authority, including Regulations D, T, U, and X, which is applicable to such Person.

“Lender” means the New Money Lenders and the Roll-up Lenders listed on **Schedule I** and each Eligible Assignee that shall have become party hereto as a Lender pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto as a Lender pursuant to an Assignment and Assumption.

“Lender Hedging Obligations” means all obligations of the Borrower or any of its Subsidiaries arising from time to time under any Hedge Contract or any Gas Sales Contract that (a) was entered into after the Petition Date between the Borrower or any of its Subsidiaries and a Person who was a Lender or Affiliate of a Lender at the time such Hedge Contract or such Gas Sales Contract was entered into, or (b) was entered into after the Petition Date between the Borrower or any of its Subsidiaries and any Person that, after such Hedge Contract or such Gas Sales Contract was entered into, became a Lender or an Affiliate of a Lender hereunder, or (c) was entered into after the Petition Date and was outstanding on the Closing Date and between the Borrower or any of its Subsidiaries and a Person that was a Lender or an Affiliate of a Lender hereunder on the Closing Date, provided, however, that the obligations under any such Hedge Contract or such Gas Sales Contract described in clauses (a), (b), or (c) above shall cease to constitute Lender Hedging Obligations if the rights of the Swap Counterparty under such Hedge Contract or such Gas Sales Contract are at any time assigned or otherwise transferred to any Person that is not a Lender or an Affiliate of a Lender hereunder at the time of such assignment or transfer; provided that “Lender Hedging Obligations” shall exclude any Excluded Swap Obligations.

“Lender Insolvency Event” means that (a) a Lender or its Parent Company is insolvent, or is generally unable to pay its debts as they become due, or admits in writing its inability to pay its debts as they become due, or makes a general assignment for the benefit of its creditors, or (b) such Lender or its Parent Company is the subject of a bankruptcy, insolvency, reorganization, liquidation or similar proceeding, or a receiver, trustee, conservator, intervenor or sequestrator or the like has been appointed for such Lender or its Parent Company, or such Lender or its Parent Company has taken any action in furtherance of or indicating its consent to or acquiescence in any such proceeding or appointment; provided that a Lender Insolvency Event shall not occur solely by virtue of the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official by a supervisory authority or regulator with respect to a Lender or its Parent Company under the Dutch Financial Supervision Act 2007 (as amended from time to time and including any successor legislation).

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“Lien” means any mortgage, lien, pledge, assignment, charge, deed of trust, security interest, hypothecation, preference, deposit arrangement or encumbrance (or other type of arrangement having the practical effect of the foregoing) to secure or provide for the payment of any obligation of any Person, whether arising by contract, operation of law, or otherwise (including the interest of a vendor or lessor under any conditional sale agreement, synthetic lease, Capital Lease, or other title retention agreement).

“Liquid Investments” means:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States maturing within 270 days from the date of any acquisition thereof;

(b) (i) negotiable or nonnegotiable certificates of deposit, time deposits, or other similar banking arrangements maturing within 270 days from the date of acquisition thereof or which may be liquidated for the full amount thereof without penalty or premium (“bank debt securities”), issued by (A) any Lender (or any Affiliate of any Lender), or (B) any other bank or trust company so long as either (1) such certificate of deposit is not pledged to secure the Borrower’s or any Subsidiaries’ ordinary course of business bonding requirements, and (2) the amount thereof is less than or equal to \$100,000, or any other bank or trust company, if at the time of deposit or purchase, such bank debt securities are rated A or A2 or better by either S&P or Moody’s, and (ii) commercial paper issued by (A) any Lender (or any Affiliate of any Lender), or (B) any other Person if at the time of purchase such commercial paper is rated at the highest credit rating given by either S&P or Moody’s, or upon the discontinuance of both of such services, such other nationally recognized rating service or services, as the case may be, as shall be selected by the Borrower with the consent of the Majority Lenders;

(c) deposits in money market funds investing exclusively in investments described in clauses (a) and (b) above; and

(d) repurchase agreements relating to investments described in clauses (a) and (b) above with a market value at least equal to the consideration paid in connection therewith, with any Person who regularly engages in the business of entering into repurchase agreements and has a combined capital and surplus and undivided profit of not less than \$500,000,000, if at the time of entering into such agreement such Person is a Lender (or an Affiliate of any Lender) or the debt securities of such Person is rated at the highest credit rating given by either S&P or Moody’s.

“Loan Documents” means this Agreement, the Notes, any Guaranty, the Security Instruments, the Fee Letters, the Commitment Letter and each other agreement, instrument, or document executed by the Borrower, any Guarantor, or any of the Borrower’s or a Guarantor’s Subsidiaries or any of their officers at any time in connection with this Agreement.

“Loan Party” means the Borrower or any Guarantor.

“Lost Interest” shall have the meaning set forth in Section 2.08(d)(i).

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“Majority Lenders” means, at any time, Lenders holding more than 50% of the Commitments or, if the Commitments have been terminated or expired, Lenders holding more than 50% of the outstanding Advances.

“Management Services Agreement” means the Management Services Agreement dated as of February 9, 2015 between MorningStar and the Borrower, as amended by Amendment No. 1 dated November 3, 2016, and as amended from time to time in accordance with this Agreement.

“Material Adverse Change” means a material adverse change in, or a material adverse effect upon, any of (a) the condition (financial or otherwise), operations, business, properties (including Oil and Gas Properties), or prospects of the Loan Parties, taken as a whole other than any change, event or occurrence, arising individually or in the aggregate, from events that could reasonably be expected to result from the filing or commencement of the Chapter 11 Case or the announcement of the filing or commencement of the Chapter 11 Case, (b) the rights and remedies of the Administrative Agent or the Secured Parties under any Loan Document, or the ability of the Loan Parties, to perform any of their material obligations under the Loan Documents or Transaction Documents to which they are a party, or (c) the legality, validity, enforceability of any Loan Document, or the perfection or priority of any security interest granted therein with respect to any material DIP Collateral.

“Maturity Date” means the earliest to occur of: (i) ~~the six-month anniversary of the Interim Facility Effective Date~~ November 30, 2020, (ii) the effective date of an Approved Plan of Reorganization in the Chapter 11 Case which is confirmed by an order of the Bankruptcy Court, (iii) the date on which a sale of all or substantially all of the Borrower’s assets and/or Equity Interests is consummated under section 363 of the Bankruptcy Code (the “363 Sale”), and (iv) the date of termination of the Commitments and acceleration of any Advances or Obligations following written notice by the Administrative Agent to the Borrower, the U.S. Trustee and lead counsel to any Committee notifying them of the occurrence and the continuance of an “Event of Default” under this Agreement.

“Maximum Rate” means the maximum nonusurious interest rate under applicable law (determined under such laws after giving effect to any items which are required by such laws to be construed as interest in making such determination, including if required by such laws, certain fees and other costs).

“Moody’s” means Moody’s Investors Service, Inc. and any successor thereto.

“MorningStar” means MorningStar Partners, L.P., a Delaware limited partnership.

“MorningStar Consent” means the Consent and Subordination Agreement among MorningStar, the Borrower, and the Administrative Agent in form and substance satisfactory to the Administrative Agent.

“Mortgage” means a mortgage or deed of trust or a supplement to a mortgage or deed of trust executed by the Borrower or any one or more of the Subsidiary Guarantors pursuant to this Agreement or the Prepetition Credit Agreement, as applicable, in favor of the Administrative Agent or the Prepetition Credit Agreement Agent, as applicable, for the benefit of the Secured Parties in form and substance reasonably satisfactory to the Administrative Agent in its sole discretion, in each case

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together with any assumptions or assignments of the obligations thereunder by the Borrower, any Guarantor or any of their respective Subsidiaries, and as may be amended, amended and restated, or otherwise supplemented or modified from time to time.

“Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a) (3) of ERISA.

“Net Cash Proceeds” means with respect to (x) any Disposition (including, for the avoidance of any doubt, the Disposition of any Affected Leases) or Casualty Event, (y) the liquidation, close-out or other similar action in respect of any transaction arising under Hedge Contract, or (z) any incurrence of Debt, the cash proceeds (including cash proceeds subsequently received (as and when received) in respect of any noncash consideration initially received), net of direct fees and expenses (including Taxes) incurred by the Loan Parties in the ordinary course of business in connection with such Disposition, Casualty Event, incurrence of Debt or liquidation, which shall, in each case, be reasonably acceptable to the Administrative Agent.

“Net Income” of a Person for any measurement period means the net income (or loss) of such Person for such period determined in accordance with GAAP.

“New Money Advance” shall have the meaning assigned to such term in Section 2.01(a).

“New Money Lenders” means the Persons listed on Schedule I and any Person that becomes a party hereto pursuant to an Assignment and Assumption (other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption) with respect to a New Money Advance or a Commitment and their respective permitted successors and assigns.

“Non-Defaulting Lender” means, at any time, a Lender that is not a Defaulting Lender or a Potential Defaulting Lender.

“Note” means a promissory note of the Borrower payable to any Lender or its registered assigns in an amount not to exceed, in the case of a Note evidencing a New Money Advance, the Commitment of such Lender, and in the case of a Note evidencing a Roll-Up Advance, the Roll-Up Advance Amount of such Lender, in each case, in substantially the form of the attached Exhibit C, evidencing indebtedness of the Borrower to such Lender resulting from Advances owing to such Lender.

“Notice of Borrowing” means a notice of borrowing in the form of the attached Exhibit D signed by a Responsible Officer of the Borrower.

“Notice of Conversion or Continuation” means a notice of conversion or continuation in the form of the attached Exhibit E signed by a Responsible Officer of the Borrower.

“NYFRB” means the Federal Reserve Bank of New York.

“Obligations” means (a) all principal, interest, fees, reimbursements, indemnifications, and other amounts payable by the Borrower, any Guarantor, or any of their respective Subsidiaries to the Administrative Agent or the Lenders under the Loan Documents, (b) all Lender Hedging Obligations

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owing to any Swap Counterparty, and (c) any Banking Services Obligations; provided that, notwithstanding the foregoing, “Obligations” shall not include any Excluded Swap Obligations.

“OFAC” means the Office of Foreign Assets Control of the United States Department of the Treasury.

“Oil and Gas Properties” means fee mineral interests, term mineral interests, Leases, subleases, Farmouts, royalties, overriding royalties, net profit interests, carried interests, production payments, back-in interests and reversionary interests and similar mineral interests, and all unsevered and unextracted Hydrocarbons in, under, or attributable to such oil and gas Properties and interests.

“OSHA” means the Occupational Safety and Health Act 29 U.S.C. § 651 et seq. and its implementing regulations.

“Other Connection Taxes” means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Advance or Loan Document).

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.16(b)).

“Parent Company” means, with respect to a Lender, the bank holding company (as defined in Federal Reserve Board Regulation Y), if any, of such Lender, and/or any Person owning, beneficially or of record, directly or indirectly, a majority of the shares of such Lender.

“Participant” has the meaning assigned to such term in Section 9.08(d).

“Participant Register” has the meaning assigned to such term in Section 9.08(d).

“PBGC” means the Pension Benefit Guaranty Corporation or any entity succeeding to any or all of its functions under ERISA.

“Permit” means any approval, certificate of occupancy, consent, waiver, exemption, variance, franchise, order, permit, authorization, right or license of or from any Governmental Authority, including an Environmental Permit.

“Permitted Liens” shall have the meaning set forth in Section 6.01.

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“Person” (whether or not capitalized) means an individual, partnership, corporation (including a business trust), joint stock company, limited liability company, limited liability partnership, trust, unincorporated association, joint venture or other entity, Governmental Authority or other entity.

“Petition Date” has the meaning ascribed to it in the recitals to this Agreement.

“Plan” means any “employee benefit plan,” as defined in Section 3(3) of ERISA (other than a Multiemployer Plan), subject to the provisions of Title IV of ERISA or Sections 412 and 430 of the Code or Section 302 of ERISA and in respect of which any Loan Party or any ERISA Affiliate is (or, if such Plan were terminated, would under Section 4062 or Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Platform” shall have the meaning set forth in Section 9.02(f)(i).

“Pledge Agreement” means a Pledge Agreement in form and substance reasonably satisfactory to the Administrative Agent, executed by the Borrower or any of its Subsidiaries, or any of the Guarantors, if applicable.

“Post-Petition” means the time period beginning immediately upon the filing of the Chapter 11 Case.

“Potential Defaulting Lender” means, at any time, (a) any Lender with respect to which an event of the kind referred to in the definition of “Lender Insolvency Event” has occurred and is continuing in respect of any Subsidiary of such Lender, (b) any Lender that has notified, or whose Parent Company or a Subsidiary thereof has notified, the Administrative Agent or the Borrower in writing, or has stated publicly, that it does not intend to comply with its funding obligations under any other loan agreement or credit agreement or other similar financing agreement, unless such writing or statement states that such position is based on such Lender’s determination that one or more conditions precedent to funding cannot be satisfied (which conditions precedent, together with the applicable default, if any, will be specifically identified in such writing or public statement), or (c) any Lender that has, or whose Parent Company has, a non-investment grade rating from Moody’s or S&P or another nationally recognized rating agency. Any determination by the Administrative Agent that a Lender is a Potential Defaulting Lender under any of clauses (a) through (c) above will be conclusive and binding absent manifest error, and such Lender will be deemed a Potential Defaulting Lender (subject to Section 2.14(b)) upon notification of such determination by the Administrative Agent to the Borrower and the Lenders.

“Prepetition” means the time period ending immediately prior to the filing of the Chapter 11 Case.

“Prepetition Credit Agreement” shall have the meaning assigned to it in the recitals to this Agreement.

“Prepetition Credit Agreement Agent” means Citibank, National Association as Administrative Agent under the Prepetition Credit Agreement, and its successors assigns in such capacity.

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“Prepetition Credit Agreement Obligations” means the Obligations as defined in the Prepetition Credit Agreement.

“Prepetition Hedge Agreements” means Hedge Agreements which have Lender Hedging Obligations (as defined in the Prepetition Credit Agreement) outstanding on the Petition Date.

“Prepetition Loan Documents” shall have the meaning assigned to the term “Loan Documents” in the Prepetition Credit Agreement.

“Prepetition RBL Adequate Protection Liens” has the meaning assigned such terms in the DIP Orders.

“Prepetition RBL Lenders” means the Lenders party to the Prepetition Credit Agreement.

“Prepetition Revolving Loans” means the “Loans” as defined in the Prepetition Credit Agreement.

“Pro Rata Share” means, with respect to any Lender, the ratio (expressed as a percentage) of aggregate Commitments of such Lender to the aggregate Commitments of all the Lenders, or if all such Commitments have been terminated, the ratio (expressed as a percentage) of Advances owing to such Lender to the aggregate Advances owing to all such Lenders.

“Production Report” means the report described in Section 5.06(d).

“Professional Persons” has the meaning assigned to such term in the DIP Orders.

“Professional Fees” means fees and expenses of Professional Persons and any Committee (each as defined in and in accordance with the DIP Orders).

“Property” of any Person means any property or assets (whether real, personal, or mixed, tangible or intangible) of such Person.

“Proven Reserves” means “Proved Reserves” as defined in the Definitions for Oil and Gas Reserves (in this paragraph, the “Definitions”) promulgated by the Society of Petroleum Engineers (or any generally recognized successor) as in effect at the time in question. “Proved Developed Reserves” means Proved Reserves which are categorized as “Developed” in the Definitions, “Proved Developed Producing Reserves” means Proved Reserves which are categorized as both “Developed” and “Producing” in the Definitions, “Proved Developed Nonproducing Reserves” means Proved Reserves which are categorized as both “Developed” and “Nonproducing” in the Definitions, and “Proved Undeveloped Reserves” means Proved Reserves which are categorized as “Undeveloped” in the Definitions.

“PV-9” means estimated future net revenue, discounted at a rate of 9% per annum, using the Administrative Agent’s price deck.

“QFC” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

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“QFC Credit Support” has the meaning assigned to such term in Section 9.24.

“Qualified ECP Guarantor” means, in respect of any Swap Obligation, each Loan Party that has total assets exceeding \$10,000,000 at the time the relevant Guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an “eligible contract participant” under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an “eligible contract participant” at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

“Recipient” means (a) the Administrative Agent, and (b) any Lender, as applicable.

“Register” has the meaning set forth in Section 9.08(c).

“Regulations D, T, U, and X” mean Regulations D, T, U, and X of the Federal Reserve Board, as the same is from time to time in effect, and all official rulings and interpretations thereunder or thereof.

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person’s Affiliates.

“Release” shall have the meaning set forth in CERCLA or under any other Environmental Law.

“Relevant Governmental Body” means the Board and/or the NYFRB, or a committee officially endorsed or convened by the Board and/or the NYFRB or any successor thereto.

“Removal Effective Date” shall have the meaning set forth in Section 8.06(b)(ii).

“Reportable Event” means a “reportable event” described in Section 4043 of ERISA and the regulations issued thereunder.

“Resignation Effective Date” shall have the meaning set forth in Section 8.06(a).

“Response” shall have the meaning set forth in CERCLA or under any other Environmental Law.

“Responsible Officer” means with respect to the Borrower, the Chief Financial Officer of the Borrower, which, as of the Closing Date, is Brent W. Clum, or the Chief Restructuring Officer of the Borrower, which as of the Closing Date, is Frank A. Pometti.

“Restricted Payment” means, with respect to any Person, (a) any direct or indirect dividend or distribution (whether in cash, securities or other Property) with respect to any Equity Interests, including any payment of any kind or character (whether in cash, securities or other Property) in consideration for or otherwise in connection with any retirement, purchase, redemption or other acquisition of any Equity Interest of such Person, or any options, warrants or rights to purchase or acquire any such Equity Interest of such Person, or (b) principal or interest payments (in cash, Property or otherwise) on, or redemptions of, subordinated debt of such Person; provided that the term “Restricted Payment” shall not include any dividend or distribution payable solely in Equity Interests

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of such Person or warrants, options or other rights to purchase such Equity Interests or to exchange such warrants, options or other rights for such Equity Interests.

“Revolving Credit Exposure” means, with respect to any Lender at any time, the outstanding principal amount of such Lender’s New Money Advances at such time and, as the context may require, the aggregate Revolving Credit Exposure of all Lenders.

“Roll-Up Advance” shall have the meaning assigned to such term in Section 2.01(a)(ii).

“Roll-Up Advance Amount” means, with respect a Roll-Up Lender, the Roll-Up Advances allocated to such Roll-Up Lender as set forth opposite such Roll-Up Lender’s name on **Schedule I** (as updated by the Administrative Agent on the ~~Final Facility~~Supplemental Effective Date in accordance with Section 2.01(b)).

“Roll-Up Facility” shall have the meaning assigned to such term in the Recitals hereto.

“Roll-Up Lenders” means the Persons listed on **Schedule I** (as updated by the Administrative Agent from time to time on or prior to the ~~Final Facility~~Supplemental Effective Date in accordance with Section 2.01(a)) and any Person that becomes a party hereto pursuant to an Assignment and Assumption (other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption) with respect to a Roll-Up Advance and includes their respective permitted successors and assigns.

“S&P” means Standard & Poor’s Ratings Services, a division of Standard & Poor’s Financial Services LLC, and any successor thereto.

“Sanctioned Country” means a country, region, or territory, or a country, region, or territory whose government is subject to a sanctions program identified on the list maintained by OFAC and available at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>, or as otherwise published from time to time, or subject to any other sanctions program of the United States of America, the United Nations, the Norwegian State, the European Union, the United Kingdom or any agency or subdivision thereof.

“Sanctioned Person” means (a) a Person named on the list of “Specially Designated Nationals and Blocked Persons” maintained by OFAC available at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, or as otherwise published from time to time, (b) a Person named on the lists maintained by the United Nations Security Council available at [http://www.un.org/sc/committees/list\\_compend.shtml](http://www.un.org/sc/committees/list_compend.shtml), or as otherwise published from time to time, (c) a Person named on the lists maintained by the European Union available at [http://eeas.europa.eu/cfsp/sanctions/consol-list\\_en.htm](http://eeas.europa.eu/cfsp/sanctions/consol-list_en.htm), or as otherwise published from time to time, (d) a Person named on the lists maintained by Her Majesty’s Treasury available at [http://www.hm-treasury.gov.uk/fin\\_sanctions\\_index.htm](http://www.hm-treasury.gov.uk/fin_sanctions_index.htm), or as otherwise published from time to time, or (e) (i) an agency of the government of a Sanctioned Country, (ii) an organization controlled by a Sanctioned Country, or (iii) a person resident in a Sanctioned Country, to the extent subject to sanctions program administered by the United States of America, the United Nations, the Norwegian State, the European Union, the United Kingdom or any other agency or subdivision thereof.

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“Sanctions” means any sanctions imposed, administered or enforced from time to time by any applicable Governmental Authority, including, without limitation, those administered by OFAC, the U.S. Department of State, Her Majesty’s Treasury, the United Nations, the Norwegian State, the European Union, the Member States of the European Union, any other applicable Governmental Authority or any agency or subdivision of any of the foregoing, and shall include any regulations, rules, and executive orders issued in connection therewith.

“San Juan Assets” means, collectively, the Borrower’s and its Subsidiaries’ properties and assets (and interests in such properties and assets) in and relating to the San Juan basin in the States of Colorado and New Mexico.

“San Juan Bidder” means any bidder for the San Juan Assets.

“San Juan Bid Procedures” means the bidding procedures for the San Juan Assets that were approved by the Bankruptcy Court pursuant to an Order entered in the Chapter 11 Case at docket number 377.

“San Juan Deposit” means any “Deposit” (as defined in the San Juan Bid Procedures) made by a San Juan Bidder.

“San Juan Sale” means the Disposition of all or any portion of any of the San Juan Assets.

“San Juan Sale Escrow Account” means an escrow account established pursuant to paragraph G of the San Juan Bid Procedures for the purposes described therein.

“San Juan Sales Proceeds” means all Net Cash Proceeds from the Disposition of the San Juan Assets.

“SEC” means the Securities and Exchange Commission or any Governmental Authority succeeding to its function.

“Secured Parties” means the Administrative Agent, the Lenders, the Persons who are owed Lender Hedging Obligations and the Banking Services Providers.

“Security Agreement” means a security agreement, in form and substance reasonably satisfactory to the Administrative Agent, executed by the Borrower, any of its Subsidiaries, or any of the Guarantors, if applicable.

“Security Instruments” means, collectively: (a) the Mortgages, (b) the Transfer Letters, (c) the Pledge Agreement, (d) the Security Agreements, (e) each other agreement, instrument or document executed at any time in connection with the Pledge Agreement, the Security Agreements, or the Mortgages, and (f) each other agreement, instrument or document executed at any time in connection with securing the Obligations.

“Set Aside Lease Sales” means those oil and gas lease sales by the BLM set aside pursuant to the Idaho Order.

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“Specified Loan Party” means the Borrower or any Subsidiary Guarantor.

“Subsidiary” means, with respect to any Person (the “parent”) at any date, any other Person the accounts of which would be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any Person, a majority of whose outstanding Voting Securities (other than directors’ qualifying shares) shall at any time be owned by such parent or one or more Subsidiaries of such parent. Unless otherwise specified all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of the Borrower.

“Subsidiary Guarantor” means each Subsidiary of the Borrower which has executed a Guaranty or a supplement to a Guaranty.

“Superpriority Claim” means a superpriority administrative expense claim pursuant to section 364(c)(1) of the Bankruptcy Code against the Borrower in the Chapter 11 Case having priority over any or all administrative expense claims, adequate protection and other diminution claims, priority and other unsecured claims, and all other claims against the Borrower or its estate, including claims of the kind specified in, or otherwise arising or ordered under, any sections of the Bankruptcy Code (including, without limitation, sections 105(a), 326, 328, 330, 331, 503(a), 503(b), 506(c), 507, 546, 552(b), 726, 1113 and/or 1114 thereof).

“Supplemental Effective Date” means the date of entry of the Supplemental Order.

“Supplemental Order” means the order of the Bankruptcy Court entered on the docket of the Bankruptcy Court in the Borrower’s Chapter 11 Case after a final hearing under Bankruptcy Rule 4001(c)(2) or such other procedures as approved by the Bankruptcy Court, which order shall be satisfactory in form and substance to the Majority Lenders and the Administrative Agent in their sole discretion, and shall be in full force and effect and shall not have been vacated, stayed, reversed, modified or amended in any respect without the prior written consent of the Majority Lenders and the Administrative Agent, which, among other matters but not by way of limitation, authorizes the Borrower to obtain credit and grant liens under this Agreement and the other Loan Documents, approves the Roll-Up Facility and provides for the superpriority of the Lenders’ claims contemplated by this Agreement.

“Supplemental Roll-Up Advances” shall have the meaning set forth in Section 2.01(a)(ii).

“Supplemental Roll-Up Amount” shall have the meaning set forth in Section 2.01(a)(ii).

“Supported QFC” has the meaning assigned to such term in Section 9.24.

“Swap Counterparty” means any Person (other than a Defaulting Lender) party to a Hedge Contract or a Gas Sales Contract with the Borrower or any of its Subsidiaries, to whom Lender Hedging Obligations are owing.

“Swap Obligation” means, with respect to any Loan Party other than the Borrower, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

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“Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Tax Group” has the meaning set forth in Section 4.11(a).

“Tax Returns” has the meaning set forth in Section 4.11(b).

“Termination Date” means the earliest to occur of (a) the Maturity Date, (b) 5 days after the Petition Date (or a later date consented to by the Administrative Agent and the Majority Lenders), if the Interim Order has not been entered prior to the expiration of such period, (c) 40 days (or a later date consented to by the Administrative Agent and the Majority Lenders) after the entry of the Interim Order, if the Bankruptcy Court has not entered the Final Order on or prior to such date, (d) the effective date of an Approved Plan of Reorganization, and (e) the date of the indefeasible payment in full, in cash, of all Obligations (and the termination of all Commitments in accordance with the terms hereof).

“Termination Event” means (a) a Reportable Event (other than a Reportable Event not subject to the provision for 30-day notice to the PBGC under ERISA regulations), (b) the withdrawal by any Loan Party or any ERISA Affiliate from a Plan during a plan year in which it was a “substantial employer” as defined in Section 4001(a)(2) of ERISA, or a cessation of operations that is treated as a withdrawal under Section 4062(e) of ERISA, (c) the filing of a notice of intent to terminate a Plan or the treatment of a Plan amendment as a termination under Section 4041 of ERISA, (d) the institution of proceedings to terminate a Plan by the PBGC, (e) any event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan, (f) any failure by any Plan to satisfy the minimum funding standards (within the meaning of Sections 412 or 430 of the Code or Section 302 of ERISA) applicable to such Plan, whether or not waived, (g) the failure by any Loan Party or any ERISA Affiliate to make any required contribution to a Multiemployer Plan, (h) a complete or partial withdrawal by any Loan Party or any ERISA Affiliate from any Multiemployer Plan, (i) the determination that any Plan is considered an at-risk plan within the meaning of Section 430 of the Code or Section 303 of ERISA, or the receipt by any Loan Party or any ERISA Affiliate of any notice of a determination that a Multiemployer Plan is, or is expected to be, “insolvent” (within the meaning of Section 4245 of ERISA), in “reorganization” (within the meaning of Section 4241 of ERISA) or in endangered or critical status (within the meaning of Section 432 of the Code or Section 305 of ERISA), or (j) the imposition of any liability under Title IV of ERISA, other than PBGC premiums due but not delinquent under Section 4007 of ERISA, upon any Loan Party or any ERISA Affiliate.

“Testing Date” shall have the meaning assigned to such term in Section 5.21(b)(i).

“Testing Period” shall have the meaning assigned to such term in Section 5.21(b)(ii).

“Transaction Documents” means the Management Services Agreement, the Borrower LLC Agreement, the certificate of formation of the Borrower and any other amendments or side letters to any of the foregoing.

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“Transactions” means the execution, delivery and performance by the Borrower of this Agreement and each other Loan Document to which it is a party, the borrowing of New Money Advances, the use of the proceeds thereof, the borrowing or deemed borrowing of Roll-up Advances, the Borrower’s grant of the security interests and provision of DIP Collateral under the Security Instruments and Borrower’s grant of Liens on mortgaged properties and other Properties pursuant to the Security Instruments.

“Transfer Letters” means, collectively, the letters in lieu of transfer orders in form and substance acceptable to Administrative Agent and executed by the Borrower, any Subsidiary Guarantor or any of their respective Subsidiaries executing a Mortgage.

“Type” has the meaning set forth in Section 1.04.

“UK Bribery Act” means the United Kingdom Bribery Act 2010 as amended.

“U.S. Person” means any Person that is a “United States person” as defined in Section 7701(a)(30) of the Code.

“U.S. Special Resolution Regime” has the meaning assigned to such term in Section 9.24.

“U.S. Tax Compliance Certificate” has the meaning assigned to such term in Section 2.13(f)(ii)(B)(3)(a).

“U.S. Trustee” means the Office of the United States Trustee for the District of Delaware.

“Utility Deposit Account” means that certain segregated deposit account (ending in -9471) that the Borrower maintains at Capital One Bank, N.A., solely for the purpose of depositing cash as adequate assurance for its utility companies.

“Variance Report” shall have the meaning assigned to such term in Section 5.21(b)(ii).

“Variance Testing Date” shall have the meaning assigned to such term in Section 5.21(b)(ii).

“Voting Securities” means (a) with respect to any corporation (including any unlimited liability company), capital stock of such corporation having general voting power under ordinary circumstances to elect directors of such corporation (irrespective of whether at the time stock of any other class or classes shall have or might have special voting power or rights by reason of the happening of any contingency), (b) with respect to any partnership, any partnership interest or other ownership interest having general voting power to elect the general partner or other management of the partnership or other Person, and (c) with respect to any limited liability company, membership certificates or interests having general voting power under ordinary circumstances to elect managers of such limited liability company.

[“Wamsutter Litigation” means Southland Royalty Company, LLC, Plaintiff vs. Wamsutter LLC, Defendant, Adv. Pro. No 20-50551 \(KBO\) in the matter In Re: Southland Royalty Company, LLC, Debtor case No. 20-10158 \(KBO\) in the United States Bankruptcy Court for the District of Delaware.](#)

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“WI/NRI Schedule” has the meaning set forth in Section 5.06(g)(iv)(B).

“Write-Down and Conversion Powers” means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

Section 1.02 Computation of Time Periods. In this Agreement, with respect to the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding”.

Section 1.03 Accounting Terms; Changes in GAAP. Except as otherwise expressly provided herein, all accounting terms used herein shall be interpreted, and all financial statements and certificates and reports as to financial matters required to be delivered to the Lenders hereunder shall (unless otherwise disclosed to the Lenders in writing at the time of delivery thereof) be prepared, in accordance with GAAP applied on a basis consistent with those used in the preparation of the latest financial statements furnished to the Lenders hereunder. All calculations made for the purposes of determining compliance with this Agreement shall (except as otherwise expressly provided herein) be made by application of GAAP applied on a basis consistent with that used in the preparation of the annual or quarterly financial statements furnished to the Lenders pursuant to Section 5.06(a)(i) and (b)(i) most recently delivered prior to or concurrently with such calculations. In addition, all calculations and defined accounting terms used herein shall, unless expressly provided otherwise, when referring to any Person, where applicable, refer to such Person on a consolidated basis and mean such Person and its consolidated Subsidiaries.

Section 1.04 Types of Advances. Advances are distinguished by “Type.” The “Type” of an Advance refers to the determination whether such Advance is a Eurodollar Rate Advance or Base Rate Advance.

Section 1.05 Miscellaneous. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, paragraphs, Exhibits and Schedules shall be construed to refer to Articles and Sections and paragraphs of, and Exhibits and Schedules to, this Agreement, (e) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (f) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer

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to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

Section 1.06 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

## ARTICLE II CREDIT FACILITIES

### Section 2.01 Commitment for Advances.

#### (a) Advances.

(i) Subject to the terms and conditions herein set forth, each Lender severally agrees to make advances ("New Money Advances") to the Borrower:

(A) during the Interim Period in an aggregate principal amount that will not result in (x) such Lender's Revolving Credit Exposure exceeding such Lender's Commitment at any time, (y) such Lender's Revolving Credit Exposure exceeding its Pro Rata Share of the Interim Facility Cap or (z) the total Revolving Credit Exposure of all Lenders exceeding the Availability Limit at any time; and

(B) during the Final Period in an aggregate principal amount that will not result in (x) such Lender's Revolving Credit Exposure exceeding such Lender's Commitment at any time or (y) the total Revolving Credit Exposure of all Lenders exceeding the Availability Limit at any time.

Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, repay and reborrow the New Money Advances.

(ii) On the Final Facility Effective Date, a portion of the aggregate principal amount of Prepetition Revolving Loans held by ~~such a~~ Roll-Up Lender equal to ~~such Roll-Up Lender's Roll-Up Advance Amount as~~ the amount set forth opposite such Roll-Up Lender's name on Schedule I under the heading "Initial Roll-Up Amount" shall be deemed to constitute Advances hereunder (the "Initial Roll-Up Advances"). Subject to the terms and conditions set forth herein and in the DIP Orders, on the Final Facility Effective Date, and without any further action by any ~~party to this Agreement~~ Person, each Roll-Up Lender's Initial Roll-Up Advances Advance shall, from and after such date, be designated as ~~such~~ Roll-Up Advances and administered hereunder. Such designation shall constitute for each Roll-Up Lender an exchange of ~~the applicable~~ an amount of Prepetition Revolving Loans ~~for the applicable~~ equal to such Roll-Up Lender's Initial Roll-Up Amount for Roll-Up Advances on a dollar-for-dollar basis, and simultaneously with such designation and exchange, ~~the aggregate principal amount~~ an aggregate principal amount of such Roll-Up Lender's outstanding Prepetition

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Revolving Loans under the Prepetition Credit Agreement in an amount equal to that of such Roll-Up Lender's Initial Roll-Up Amount shall be deemed fully discharged, extinguished and no longer outstanding. Each such designation shall be applied on a pro rata basis to each class of Prepetition Revolving Loans held by such Roll-Up Lender under the Prepetition Credit Agreement to the extent rolled up under this Agreement. For the avoidance of doubt, each Roll-Up Lender acknowledges and agrees that by accepting the benefits of this Agreement, on the Final Facility Effective Date each Prepetition RBL Lender rolling up loans under this Agreement became a party to this Agreement as a Roll-Up Lender hereunder by executing and delivering this Agreement. On the Supplemental Effective Date, a portion of the aggregate principal amount of Prepetition Revolving Loans held by a Roll-Up Lender equal to the amount set forth opposite such Roll-Up Lender's name on Schedule I under the heading "Supplemental Roll-Up Amount" shall be deemed to constitute Advances hereunder (the "Supplemental Roll-Up Advances" and together with the Initial Roll-Up Advances collectively the "Roll-Up Advances"). Subject to the terms and conditions set forth herein and in the DIP Orders, on the Supplemental Effective Date, and without any further action by any Person, each Roll-Up Lender's Supplemental Roll-Up Advance shall, from and after such date, be designated as Roll-Up Advances and administered hereunder. Such designation shall constitute for each Roll-Up Lender an exchange of an amount of Prepetition Revolving Loans equal to such Roll-Up Lender's Supplemental Roll-Up Amount for Roll-Up Advances on a dollar-for-dollar basis, and simultaneously with such designation and exchange, an aggregate principal amount of such Roll-Up Lender's outstanding Prepetition Revolving Loans under the Prepetition Credit Agreement shall be deemed partially discharged, extinguished and no longer outstanding in an amount equal to that of such Roll-Up Lender's ~~Roll-Up Advance~~ Supplemental Roll-Up Amount. Each such designation shall be applied on a pro rata basis to each class of Prepetition Revolving Loans held by such Roll-Up Lender under the Prepetition Credit Agreement to the extent rolled up under this Agreement ~~as set forth on Schedule I~~. For the avoidance of doubt, each Roll-Up Lender acknowledges and agrees that by accepting the benefits of this Agreement, on the ~~Final Facility~~ Supplemental Effective Date each Prepetition RBL Lender rolling up loans under this Agreement ~~shall become~~ is a party to this Agreement as a Roll-Up Lender hereunder ~~by executing and delivering this Agreement~~. Amounts rolled up under this Section 2.01(a)(ii) and repaid or prepaid may not be reborrowed; *provided* that for purposes of calculating whether amounts rolled up under this Section 2.01(a)(ii) have been repaid or prepaid, payments on outstanding Advances shall be deemed to be first paid on New Money Advances until such New Money Advances are paid in full and then on Roll-Up Advances unless the Borrower shall notify the Administrative Agent that such payment or prepayment is to be applied to Roll-Up Advances. The Administrative Agent shall update Schedule I on the ~~Final Facility~~ Supplemental Effective Date to reflect each Roll-Up Lender's Roll-Up Advance Amount (which Roll-Up Advance Amount listed on Schedule I shall be conclusive absent manifest error) and deliver such updated Schedule I to the Borrower and the Roll-Up Lenders, whereupon such updated Schedule I shall constitute Schedule I for all purposes hereunder.

(b) Evidence of Debt.

(i) The Advances made by each Lender shall be evidenced by the records maintained by the Administrative Agent in the ordinary course of business. The records maintained by the Administrative Agent shall be conclusive absent manifest error of the amount of the Advances made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower

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hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender to Borrower made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note evidencing New Money Advances and a Note evidencing Roll-Up Advances, which shall evidence the obligation of the Borrower to repay to such Lender's Advances to such Borrower in addition to such records maintained by the Administrative Agent. Each Lender may attach schedules to a Note and endorse thereon the date, Type (if applicable), amount, currency and maturity of its Advances and payments with respect thereto, but such action or the failure to do so shall not control over the records thereof maintained by the Administrative Agent.

(ii) In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

(iii) Minimum Amounts; Limitation on Number of Borrowings. Prior to the Final Facility Effective Date, the Borrower may make a single Borrowing of New Money Advances in an aggregate amount not to exceed the Interim Facility Cap and (i) in the case of a Eurodollar Borrowing, in an aggregate amount that is an integral multiple of \$250,000 and not less than \$500,000 and (ii) in the case of an Base Rate Advance, in an integral multiple of \$100,000 and not less than \$1,000,000. On and after the Final Facility Effective Date, at the commencement of each Interest Period for any Eurodollar Borrowing of New Money Advances, such Borrowing shall be in an aggregate amount that is an integral multiple of \$500,000 and not less than \$1,000,000. At the time that each Base Rate Advance of New Money Advances is made, such Borrowing shall be in an aggregate amount that is an integral multiple of \$100,000 and not less than \$1,000,000; provided that a Base Rate Advance may be in an aggregate amount that is equal to the entire unused balance of the total aggregate Commitments of all Lenders. Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing as a Eurodollar Rate Advance if the Interest Period requested with respect thereto would end after the Maturity Date.

Section 2.02 [Reserved].

Section 2.03 Method of Borrowing.

(a) Notice. Each Borrowing of New Money Advances shall be made pursuant to a Notice of Borrowing (or by telephone notice promptly confirmed in writing by a Notice of Borrowing), (i) given not later than 11:00 a.m. (New York time) on the third Business Day before the date of the proposed Borrowing, in the case of a Borrowing comprised of Eurodollar Rate Advances, or (ii) given not later than 10:00 a.m. (New York time) the Business Day of the proposed Borrowing, in the case of a Borrowing comprised of Base Rate Advances, by the Borrower to the Administrative Agent, which shall in turn give to each Lender prompt notice of such proposed Borrowing. Each Notice of Borrowing shall be in writing (by facsimile or otherwise) specifying the information required therein; provided, each Borrowing initially shall be of the Type (i) in the case of Roll-Up Advances, identical to those of the Prepetition Revolving Loans rolled up by such Roll-Up Advances and (ii) in the case of New Money Advances, as specified in the applicable Notice of Borrowing. In the case of a proposed Borrowing comprised of Eurodollar Rate Advances, the Administrative Agent shall promptly notify

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each Lender of the applicable interest rate under Section 2.08(b). Each Lender shall, before 1:00 p.m. (New York time) on the date of such Borrowing, make available for the account of its Applicable Lending Office to the Administrative Agent at its address referred to in Section 9.02, or such other location as the Administrative Agent may specify by notice to the Lenders, in same day funds, in the case of a Borrowing, such Lender's Pro Rata Share of such Borrowing of New Money Advances. After the Administrative Agent's receipt of such funds and upon fulfillment of the applicable conditions set forth in Article III, the Administrative Agent shall make such funds available to the Borrower at its account with the Administrative Agent.

(b) Conversions and Continuations. The Borrower may elect to Convert or continue any Borrowing under this Section 2.03 by delivering an irrevocable Notice of Conversion or Continuation to the Administrative Agent at the Administrative Agent's office no later than 11:00 a.m. (New York time) (i) on the date which is at least three Business Days in advance of the proposed Conversion or continuation date in the case of a Conversion to or a continuation of a Borrowing comprised of Eurodollar Rate Advances, and (ii) on the Business Day of the proposed Conversion, in the case of a Conversion to a Borrowing comprised of Base Rate Advances. Each such Notice of Conversion or Continuation shall be in writing (by facsimile or otherwise) specifying the information required therein. Promptly after receipt of a Notice of Conversion or Continuation under this Section, the Administrative Agent shall provide each Lender with a copy thereof and, in the case of a Conversion to or a continuation of a Borrowing comprised of Eurodollar Rate Advances, notify each Lender of the applicable interest rate under Section 2.08(b).

(c) Certain Limitations. Notwithstanding anything to the contrary contained in paragraphs (a) and (b) above:

(i) at no time shall there be more than six Interest Periods applicable to outstanding Eurodollar Rate Advances and the Borrower may not select Eurodollar Rate Advances for any Borrowing at any time that a Default has occurred and is continuing;

(ii) if any Lender shall, at least one Business Day before the date of any requested Borrowing, Conversion, or continuation, notify the Administrative Agent that the introduction of or any change in or in the interpretation of any law or regulation makes it unlawful, or that any central bank or other Governmental Authority asserts that it is unlawful, for such Lender or its Applicable Lending Office to perform its obligations under this Agreement to make Eurodollar Rate Advances or to fund or maintain Eurodollar Rate Advances, the right of the Borrower to select Eurodollar Rate Advances from such Lender shall be suspended until such Lender shall notify the Administrative Agent that the circumstances causing such suspension no longer exist, and the Advance made by such Lender in respect of such Borrowing, Conversion, or continuation shall be a Base Rate Advance;

(iii) if the Administrative Agent is unable to determine the Eurodollar Rate for Eurodollar Rate Advances comprising any requested Borrowing, the right of the Borrower to select Eurodollar Rate Advances for such Borrowing or for any subsequent Borrowing shall be suspended until the Administrative Agent shall notify the Borrower and the Lenders that the circumstances causing such suspension no longer exist, and each Advance comprising such Borrowing shall be a Base Rate Advance;

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(iv) if the Majority Lenders shall, at least one Business Day before the date of any requested Borrowing, notify the Administrative Agent that the Eurodollar Rate for Eurodollar Rate Advances comprising such Borrowing will not adequately reflect the cost to such Lenders of making or funding their respective Eurodollar Rate Advances, as the case may be, for such Borrowing, the right of the Borrower to select Eurodollar Rate Advances for such Borrowing or for any subsequent Borrowing shall be suspended until the Administrative Agent shall notify the Borrower and the Lenders that the circumstances causing such suspension no longer exist, and each Advance comprising such Borrowing shall be a Base Rate Advance; and

(v) if the Borrower shall fail to select the duration or continuation of any Interest Period for any Eurodollar Rate Advances in accordance with the provisions contained in the definition of "Interest Period" in Section 1.01 and paragraph (b) of this Section 2.03, the Administrative Agent shall forthwith so notify the Borrower and the Lenders and such Advances shall be made available to the Borrower on the date of such Borrowing as Base Rate Advances or, if an existing Advance, Convert into Base Rate Advances.

(d) Notices Irrevocable. Each Notice of Borrowing and Notice of Conversion or Continuation shall be irrevocable and binding on the Borrower. In the case of any Borrowing for which the related Notice of Borrowing specifies is to be comprised of Eurodollar Rate Advances, the Borrower shall indemnify each Lender against any loss, out-of-pocket cost, or expense incurred by such Lender as a result of any failure by the Borrower to fulfill on or before the date specified in such Notice of Borrowing for such Borrowing the applicable conditions set forth in Article III including any loss (including any loss of anticipated profits), cost, or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund the Advance to be made by such Lender as part of such Borrowing when such Advance, as a result of such failure, is not made on such date.

(e) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender (i) in the case of a Eurodollar Rate Advance, prior to the proposed date of such Borrowing, or (ii) in the case of a Base Rate Advance, prior to one hour before the proposed time of such Borrowing, that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section 2.03 and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent (A) with respect to such Lender, forthwith on demand, and (B) with respect to the Borrower, within one Business Day of demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (1) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, and (2) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Advances. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall

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constitute such Lender's Advance included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(f) Lender Obligations Several. The failure of any Lender to make the Advance to be made by it as part of any Borrowing shall not relieve any other Lender of its obligation, if any, to make its Advance on the date of such Borrowing. No Lender shall be responsible for the failure of any other Lender to make the Advance to be made by such other Lender on the date of any Borrowing.

Section 2.04 Reduction of the Commitments. The Borrower shall have the right, upon at least two Business Days' irrevocable notice to the Administrative Agent, to terminate in whole or reduce ratably in part the unused portion of the Commitments; provided that (a) each partial reduction shall be in the aggregate amount of \$5,000,000 or in integral multiples of \$1,000,000 in excess thereof, and (b) any reduction and termination of Commitments shall not result in the outstanding New Money Advances exceeding the aggregate Commitments. Any reduction and termination of the Commitments pursuant to this Section 2.04 shall be applied ratably to each Lender's Commitment and shall be permanent, with no obligation of the Lenders to reinstate such Commitments.

Section 2.05 Prepayment of Advances.

(a) Optional. The Borrower may prepay the Advances after giving by 11:00 a.m. (New York time): (i) in the case of Eurodollar Rate Advances, at least three Business Days' or (ii) in the case of Base Rate Advances, same Business Day's, irrevocable prior written notice to the Administrative Agent stating the proposed date and aggregate principal amount of such prepayment and whether such prepayment is to be applied to outstanding New Money Advances or outstanding Roll-Up Advances; provided that no prepayments may be applied to Roll-Up Advances until outstanding New Money Advances are paid in full. If any such notice is given, the Borrower shall prepay the Advances in accordance with Borrower's notice in whole or ratably in part in an aggregate principal amount equal to the amount specified in such notice, together with accrued interest to the date of such prepayment on the principal amount prepaid and amounts, if any, required to be paid pursuant to Section 2.11 as a result of such prepayment being made on such date; provided, however, that each partial prepayment with respect to: (A) any amounts prepaid in respect of Eurodollar Rate Advances shall be applied to Eurodollar Rate Advances comprising part of the same Borrowing, (B) any prepayments made in respect of Base Rate Advances shall be made in minimum amounts of \$2,000,000 and in integral multiples of \$1,000,000 in excess thereof, and (C) any prepayments made in respect of any Borrowing comprised of Eurodollar Rate Advances shall be made in an aggregate principal amount of at least \$2,000,000 and in integral multiples of \$1,000,000 in excess thereof and in an aggregate principal amount such that after giving effect thereto such Borrowing shall have a remaining principal amount outstanding with respect to such Borrowing of at least \$1,000,000. Full prepayments of any Borrowing are permitted without restriction of amounts.

(b) Mandatory.

(i) [Reserved].

(ii) Asset Disposition, Hedge Termination, or Debt Issuance.

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(1) Subject to any payment priorities set forth in the DIP Orders, if any Loan Party receives any Net Cash Proceeds from the consummation, whether in a single transaction or a series of transactions, of any Disposition, including in connection with any Casualty Event, of any Loan Party's Property (other than Net Cash Proceeds from (x) the sale of Hydrocarbons in the ordinary course of business as permitted by Section 6.04(b) and (y) Dispositions of equipment sold in the ordinary course of business to the extent provided in Section 6.04(b)(ii)), the Borrower shall promptly (but in any event within three (3) Business Days) repay an aggregate principal amount of outstanding Borrowings (ratably to each Lender in accordance with each such Lender's Pro Rata Share) equal to 100% of such Net Cash Proceeds (less any prepayments from such Net Cash Proceeds made pursuant to clause (iii) of this Section 2.05(b)); provided that no such prepayment or repayment shall be required under this Section 2.05(b)(ii) unless and until the aggregate amount of Net Cash Proceeds received by the Loan Parties after the Petition Date in connection with all such Dispositions and Casualty Events exceeds \$250,000, and thereupon, only in respect of amounts in excess of such \$250,000 exception.

(2) Subject to any payment priorities set forth in the DIP Orders, notwithstanding anything to the contrary in clause (iii) of this Section 2.05(b), if any Loan Party receives or realizes any Net Cash Proceeds from the monetization, liquidation, close-out or other similar action taken by any Loan Party in respect of any transaction arising under any Hedge Contract entered into on or after the Petition Date to which any Loan Party is a party, the Borrower shall promptly (but in any event within three (3) Business Days) repay an aggregate principal amount of outstanding Borrowings (ratably to each Lender in accordance with each such Lender's Pro Rata Share) equal to 100% of such Net Cash Proceeds.

(3) Subject to any payment priorities set forth in the DIP Orders, promptly (but in any event within one (1) Business Day) upon the incurrence of any Debt (other than Debt permitted pursuant to Section 6.02) by any Loan Party or any of their respective Subsidiaries or the receipt of any amount in respect of the Equity Interests of any Subsidiary of the Borrower that is a Loan Party, the Borrower shall repay an aggregate principal amount of outstanding Borrowings (ratably to each Lender in accordance with each such Lender's Pro Rata Share) on the date of such incurrence or receipt equal to (i) in the case of the proceeds of such Debt, 100% of the Net Cash Proceeds thereof or (ii) in the case of amounts received in respect of any such Equity Interests, 100% of such amounts.

All payments and any repayments, in each case, made pursuant to this Section 2.05(b)(ii) and applied to the outstanding principal amount of New Money Advances shall reduce on a dollar for dollar basis the Commitments of the Lenders.

(iii) Reduction of Commitments. On the date of each reduction of the aggregate Commitments pursuant to Section 2.04, the Borrower agrees to make a prepayment in respect of the outstanding amount of the New Money Advances to the extent, if any, that the aggregate unpaid principal amount of all New Money Advances exceeds the aggregate Commitments, as so reduced. Each prepayment pursuant to this Section 2.05(b)(iii) shall be accompanied by accrued interest on the

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amount prepaid to the date of such prepayment and amounts, if any, required to be paid pursuant to Section 2.11 as a result of such prepayment being made on such date. Each prepayment under this Section 2.05(b)(iii) shall be applied to the New Money Advances as determined by the Administrative Agent and agreed to by the Lenders in their sole discretion, subject to Section 2.14(a)(ii).

(iv) Illegality. If any Lender shall notify the Administrative Agent and the Borrower that the introduction of or any change in or in the interpretation of any law or regulation makes it unlawful, or that any central bank or other Governmental Authority asserts that it is unlawful for such Lender or its Applicable Lending Office to perform its obligations under this Agreement to maintain any Eurodollar Rate Advances of such Lender then outstanding hereunder, (A) the Borrower shall, no later than 11:00 a.m. (New York time) (1) if not prohibited by law, on the last day of the Interest Period for each outstanding Eurodollar Rate Advance made by such Lender or (2) if required by such notice, on the second Business Day following its receipt of such notice, prepay all of the Eurodollar Rate Advances made by such Lender then outstanding, together with accrued interest on the principal amount prepaid (or deemed prepaid) to the date of such prepayment and amounts, if any, required to be paid pursuant to Section 2.11 as a result of such prepayment being made on such date, (B) such Lender shall simultaneously make a Base Rate Advance to the Borrower on such date in an amount equal to the aggregate principal amount of the Eurodollar Rate Advances prepaid (or deemed prepaid) to such Lender, and (C) the right of the Borrower to select Eurodollar Rate Advances from such Lender for any subsequent Borrowing shall be suspended until such Lender shall notify the Administrative Agent that the circumstances causing such suspension no longer exist.

(v) [Reserved].

(vi) Subject to Section 2.05(b)(iii), each prepayment or repayment of Borrowings pursuant to this Section 2.05 shall be applied as follows: first, ratably to any Base Rate Advances of New Money Advances then outstanding, and, second, to any Eurodollar Rate Advances of New Money Advances then outstanding, and if more than one Eurodollar Rate Advances of New Money Advances is then outstanding, to each such Eurodollar Rate Advances in order of priority beginning with the Eurodollar Rate Advances with the least number of days remaining in the Interest Period applicable thereto and ending with the Eurodollar Rate Advances with the most number of days remaining in the Interest Period applicable thereto, third, ratably to any Base Rate Advances of Roll-Up Advances then outstanding and fourth, to any Eurodollar Rate Advances of Roll-Up Advances then outstanding, and if more than one Eurodollar Rate Advances of Roll-Up Advances is then outstanding, to each such Eurodollar Rate Advances in order of priority beginning with the Eurodollar Rate Advances with the least number of days remaining in the Interest Period applicable thereto and ending with the Eurodollar Rate Advances with the most number of days remaining in the Interest Period applicable thereto. Notwithstanding the foregoing order of application, the Borrower may elect to have any Affected Lease Proceeds or any San Juan Sales Proceeds applied to New Money Advances or to Roll-Up Advances, or a combination of any of the foregoing.

(vii) Each prepayment of Borrowings pursuant to this Section 2.05 shall be applied ratably to the Advances included in such prepaid Borrowings. Prepayments pursuant to Section 2.05(b) shall be accompanied by accrued interest in accordance with Section 2.05(c).

(c) Interest, Costs and Application of Payments. Each prepayment pursuant to any provision of this Section 2.05 shall be accompanied by accrued interest on the amount prepaid to the

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date of such prepayment and amounts, if any, required to be paid pursuant to Section 2.11 as a result of such prepayment being made on such date. Except for prepayments under Section 2.05(a), which shall be applied in accordance with Borrower's notice of prepayment, each prepayment under this Section 2.05 (other than paragraph (b)(iv) above) shall be applied to the Advances as determined by the Administrative Agent and agreed to by the Majority Lenders in their sole discretion, subject to Section 2.14(a)(ii).

(d) No Additional Right; Ratable Prepayment. The Borrower shall have no right to prepay any principal amount of any Advance except as provided in this Section 2.05, and all notices given pursuant to this Section 2.05 shall be irrevocable and binding upon the Borrower. Each payment of any Advance pursuant to this Section 2.05 shall be made in a manner such that all Advances comprising part of the same Borrowing are paid in whole or ratably in part, subject to Section 2.14(a)(ii).

Section 2.06 Repayment of Advances. The Borrower shall indefeasibly repay in full in cash to the Administrative Agent for the ratable benefit of the Lenders the outstanding principal amount of each Advance, together with any accrued interest thereon, on the Maturity Date or such earlier date as is required pursuant to Section 7.02.

Section 2.07 Fees.

(a) Commitment Fee. The Borrower agrees to pay to the Administrative Agent for the account of each Lender having a Commitment a commitment fee at a per annum rate equal to the Commitment Fee Rate on the average daily Availability (giving effect during the Interim Period to the Interim Facility Cap) of such Lender, from the date of this Agreement until the Commitment Termination Date. The commitment fees shall be due quarterly in arrears on the last day of each March, June, September, and December through and including the Commitment Termination Date, and payable within three Business Days after receipt of an invoice from the Administrative Agent for such fees.

(b) Other Fees. The Borrower agrees to pay the fees described in the Fee Letters and the Commitment Letter to the Administrative Agent for the benefit of the parties specified in the Fee Letters and the Commitment Letter, as applicable.

(c) Defaulting Lender's Fees. Anything herein to the contrary notwithstanding, during such period as a Lender is a Defaulting Lender, such Defaulting Lender will not be entitled to any fees accruing during such period pursuant to this Section 2.07 (without prejudice to the rights of the other Lenders in respect of such fees).

Section 2.08 Interest. The Borrower shall pay interest on the unpaid principal amount of each Advance made by each Lender from the date of such Advance until such principal amount shall be paid in full, at the following rates per annum:

(a) Base Rate Advances. If such Advance is a Base Rate Advance, a rate per annum equal at all times to the Adjusted Base Rate in effect from time to time plus the Applicable Margin in effect

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from time to time, payable quarterly in arrears on the last day of each March, June, September, and December and on the date such Base Rate Advance shall be paid in full.

(b) Eurodollar Rate Advances. If such Advance is a Eurodollar Rate Advance, a rate per annum equal at all times during the Interest Period for such Advance to the Eurodollar Rate for such Interest Period plus the Applicable Margin in effect from time to time, payable on the last day of such Interest Period.

(c) Additional Interest on Eurodollar Rate Advances. The Borrower shall pay to each Lender, so long as any such Lender shall be required under regulations of the Federal Reserve Board to maintain reserves with respect to liabilities or assets consisting of or including Eurocurrency Liabilities, additional interest on the unpaid principal amount of each Eurodollar Rate Advance of such Lender, from the effective date of such Advance until such principal amount is paid in full, at an interest rate per annum equal at all times to the remainder obtained by subtracting (i) the Eurodollar Rate for the Interest Period for such Advance from (ii) the rate obtained by dividing such Eurodollar Rate by a percentage equal to 100% minus the Eurodollar Rate Reserve Percentage of such Lender for such Interest Period, payable on each date on which interest is payable on such Advance. Such additional interest payable to any Lender shall be determined by such Lender and notified to the Borrower through the Administrative Agent (such notice to include the calculation of such additional interest, which calculation shall be conclusive in the absence of manifest error).

(d) Usury Recapture.

(i) If, with respect to any Lender, the effective rate of interest contracted for under the Loan Documents, including the stated rates of interest and fees contracted for hereunder and any other amounts contracted for under the Loan Documents which are deemed to be interest, at any time exceeds the Maximum Rate, then the outstanding principal amount of the loans made by such Lender hereunder shall bear interest at a rate which would make the effective rate of interest for such Lender under the Loan Documents equal the Maximum Rate until the difference between the amounts which would have been due at the stated rates and the amounts which were due at the Maximum Rate (the "Lost Interest") has been recaptured by such Lender.

(ii) If, when the loans made hereunder are repaid in full, the Lost Interest has not been fully recaptured by such Lender, pursuant to the preceding paragraph, then, to the extent permitted by law, for the loans and other credit extensions made hereunder by such Lender or the interest rates charged under this Section 2.08 hereunder shall be retroactively increased such that the effective rate of interest under the Loan Documents was at the Maximum Rate since the effectiveness of this Agreement to the extent necessary to recapture the Lost Interest not recaptured pursuant to the preceding sentence and, to the extent allowed by law, the Borrower shall pay to such Lender the amount of the Lost Interest remaining to be recaptured by such Lender.

(e) Alternate Rate of Interest.

(i) Notwithstanding anything to the contrary in this Agreement or any other Loan Document, if the Administrative Agent determines (which determination shall be conclusive absent

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manifest error), or the Majority Lenders notify the Administrative Agent (with a copy to the Borrower) that the Majority Lenders have determined, that:

(A) adequate and reasonable means do not exist for ascertaining the Eurodollar Rate for such Interest Period, including, without limitation, because the Eurodollar Rate is not available or published on a current basis and such circumstances are unlikely to be temporary; or

(B) the supervisor for the administrator of the Eurodollar Rate or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the Eurodollar Rate shall no longer be made available, or used for determining the interest rate of loans (such specific date, the “Scheduled Unavailability Date”),

(ii) then, after such determination by the Administrative Agent or receipt by the Administrative Agent of such notice, as applicable, the Administrative Agent and the Borrower may amend this Agreement to replace Eurodollar Rate with an alternate benchmark rate (including any mathematical or other adjustments to the benchmark (if any) incorporated therein) that has been broadly accepted by the syndicated loan market in the United States in lieu of the Eurodollar Rate (any such proposed rate, a “Eurodollar Successor Rate”), together with any proposed Eurodollar Successor Rate Conforming Changes and, notwithstanding anything to the contrary in Section 9.01, any such amendment shall become effective at 5:00 p.m. (New York time) on the fifth Business Day after the Administrative Agent shall have posted such proposed amendment to all Lenders and the Borrower unless, prior to such time, Lenders comprising the Majority Lenders have delivered to the Administrative Agent notice that such Majority Lenders do not accept such amendment.

(iii) If no Eurodollar Successor Rate has been determined and the circumstances under clause (i) above exist, the obligation of the Lenders to make or maintain Eurodollar Rate Advances shall be suspended, (to the extent of the affected Eurodollar Rate Advances or Interest Periods). Upon receipt of such notice, the Borrower may revoke any pending request for a Eurodollar Rate Advance of, conversion to or continuation of Eurodollar Rate Advances (to the extent of the affected Eurodollar Rate Advances or Interest Periods) or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Advances in the amount specified therein.

(iv) “**Eurodollar Successor Rate Conforming Changes**” means, with respect to any proposed Eurodollar Successor Rate, any conforming changes to the definition of Base Rate, Interest Period, timing and frequency of determining rates and making payments of interest and other administrative matters as may be appropriate, in the discretion of the Administrative Agent, to reflect the adoption of such Eurodollar Successor Rate and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such Eurodollar Successor Rate exists, in such other manner of administration as the Administrative Agent determines in consultation with the Borrower).

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Section 2.09 Payments and Computations.

(a) Payment Procedures. The Borrower shall make each payment under this Agreement not later than 11:00 a.m. (New York time) on the day when due in Dollars to the Administrative Agent at 1615 One Penns Way, Ops II, New Castle, Delaware 19720 (or such other location as the Administrative Agent shall designate in writing to the Borrower) in same day funds without deduction, setoff, or counterclaim of any kind. The Administrative Agent shall promptly thereafter cause to be distributed like funds relating to the payment of principal, interest or fees ratably (other than amounts payable solely to the Administrative Agent or a specific Lender pursuant to Section 2.07(a), 2.07(b), 2.08(c), 2.11, 2.13, 9.04, 9.05, or 9.06, but after taking into account payments effected pursuant to Section 7.04) in accordance with each Lender's Pro Rata Share to the Lenders for the account of their respective Applicable Lending Offices, and like funds relating to the payment of any other amount payable to any Lender for the account of its Applicable Lending Office, in each case to be applied in accordance with the terms of this Agreement.

(b) Computations. All computations of interest based on the Base Rate and of fees shall be made by the Administrative Agent on the basis of a year of 365 or 366 days, as the case may be, and all computations of interest based on the Eurodollar Rate and the Federal Funds Rate shall be made by the Administrative Agent, on the basis of a year of 360 days, in each case for the actual number of days (including the first day, but excluding the last day) occurring in the period for which such interest or fees are payable. Each determination by the Administrative Agent of an interest rate or fee shall be conclusive and binding for all purposes, absent manifest error.

(c) Non-Business Day Payments. Whenever any payment shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest or fees, as the case may be; provided, however, that if such extension would cause payment of interest on or principal of Eurodollar Rate Advances to be made in the next following calendar month, such payment shall be made on the immediately preceding Business Day.

(d) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

Section 2.10 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Advances or other obligations hereunder resulting in such Lender's receiving payment of a proportion of the aggregate amount of its Advances and accrued interest thereon or other such

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obligations greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Advances and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Advances and other amounts owing them, provided that: (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this Section shall not be construed to apply to (A) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender), or (B) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Advances to any assignee or participant, other than to the Borrower or any Subsidiary thereof (as to which the provisions of this Section shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable Legal Requirement, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

Section 2.11 Breakage Costs. If (a) any payment of principal of any Eurodollar Rate Advance is made other than on the last day of the Interest Period for such Advance, whether as a result of any payment pursuant to Section 2.05, the acceleration of the maturity of the Obligations pursuant to Article VII, assignments of Eurodollar Rate Advances pursuant to Section 2.16, or otherwise, or (b) the Borrower fails to make a principal or interest payment with respect to any Eurodollar Rate Advance on the date such payment is due and payable, the Borrower shall, within 10 days of any written demand sent by any Lender to the Borrower through the Administrative Agent, pay to the Administrative Agent for the account of such Lender any amounts required to compensate such Lender for any additional losses, out-of-pocket costs or expenses which it may reasonably incur as a result of such payment or nonpayment, including any loss (including loss of anticipated profits), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by any Lender to fund or maintain such Advance. The Borrower's obligations under this Section 2.11 shall survive the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

Section 2.12 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement reflected in the Eurodollar Rate Reserve Percentage);

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes, and (C) Connection

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Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Eurodollar Rate Advances made by such Lender or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, converting to, continuing or maintaining any Eurodollar Rate Advance (or of maintaining its obligation to make any such Advance), or to reduce the amount of any sum received or receivable by such Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or other Recipient, the Borrower will pay to such Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender or other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Advances made by such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender, as the case may be, such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section 2.12 and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests; Survival. Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation. The Borrower's obligations under this Section 2.12 shall survive the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

#### Section 2.13 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Borrower under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable Legal Requirement. If any applicable Legal Requirement (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by a withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable

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Legal Requirement and, if such Tax is an Indemnified Tax, then the sum payable by the Borrower shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 2.13) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) Payment of Other Taxes by the Borrower. Without limiting the provisions of paragraph (a) above, the Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable Legal Requirement, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) Indemnification by the Borrower. The Borrower shall indemnify each Recipient, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.08(d) relating to the maintenance of a Participant Register, and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (d).

(e) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrower to a Governmental Authority pursuant to this Section 2.13, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(f) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments hereunder or under any other Loan Document shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law

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or reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable Legal Requirement or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Sections 2.13(f)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that Borrower is a U.S. Person,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding Tax;

(B) any Foreign Lender shall deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Borrower or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable: xxx

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (a) with respect to payments of interest under any Loan Document, executed originals of IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty, and (b) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed originals of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (a) a certificate substantially in the form of Exhibit I-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a

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“U.S. Tax Compliance Certificate”), and (b) executed originals of IRS Form W-8BEN or IRS Form W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of **Exhibit I-2** or **Exhibit I-3**, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of **Exhibit I-4** on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of any other form prescribed by applicable Legal Requirement as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable Legal Requirement to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable Legal Requirement (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender’s obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(g) Treatment of Certain Refunds. If the Administrative Agent or a Lender determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section, it shall pay to the Borrower an amount equal to such refund (but only to the

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extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section with respect to the Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses of the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that the Borrower, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require the Administrative Agent or any Lender to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the Borrower or any other Person.

(h) Survival. Each party's obligations under this Section 2.13 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

#### Section 2.14 Defaulting Lenders.

(a) Defaulting Lender Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 9.01.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VII or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 7.03 shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Advance in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *third*, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Advances under this Agreement; *fourth*, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *fifth*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result

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of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *sixth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (A) such payment is a payment of the principal amount of any Advances in respect of which such Defaulting Lender has not fully funded its appropriate share, and (B) such Advances were made at a time when the conditions set forth in Section 3.02 were satisfied or waived, such payment shall be applied solely to pay the Advances of all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Advances of such Defaulting Lender until such time as all Advances are held by the Lenders pro rata in accordance with the Commitments. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender pursuant to this Section 2.14(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees. No Defaulting Lender shall be entitled to receive any fee under Section 2.07(a) for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).

(b) Defaulting Lender Cure. If the Borrower and the Administrative Agent agree in writing that a Lender is no longer a Defaulting Lender or a Potential Defaulting Lender, as the case may be, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, that Lender will, to the extent applicable, purchase at par that portion of outstanding Advances of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Advances to be held pro rata by the Lenders in accordance with the Commitments, whereupon such Lender will cease to be a Defaulting Lender or Potential Defaulting Lender and will be a Non-Defaulting Lender (and such Advances of each Lender held pro rata will automatically be adjusted on a prospective basis to reflect the foregoing); provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided further that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender or Potential Defaulting Lender to Non-Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender or Potential Defaulting Lender.

Section 2.15 [Reserved].

Section 2.16 Mitigation Obligations; Replacement of Lenders.

Designation of a Different Lending Office. If any Lender requests compensation under Section 2.12, or requires the Borrower to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.13, then such Lender shall (at the request of the Borrower) use reasonable efforts to designate a different lending office for funding or booking its Advances hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.12 or 2.13, as the case may be, in the future, and (ii) would not subject such Lender to any unreimbursed cost or expense and would not

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otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

Section 2.17 Collateral; Guarantees.

(a) Priority and Liens. The parties hereto acknowledge and agree that, upon entry of the DIP Orders and the delivery and execution of this Agreement, the Obligations shall at all times be secured and perfected pursuant to, and have the superpriority claims and liens as set forth in, the DIP Orders, subject at all times to the Carve Out.

(b) Payment of Obligations. On the Termination Date, the Lenders shall be entitled to immediate payment of all Obligations without further application to, or order of, the Bankruptcy Court.

(c) No Discharge; Survival of Claims. The Borrower agrees that (a) any confirmation order entered in the Chapter 11 Case shall not discharge or otherwise affect in any way any of the Obligations, other than after the indefeasible payment in full in cash to the Secured Parties of all Obligations and termination of the Commitments on or before the effective date of an Approved Plan of Reorganization and (b) to the extent the Obligations are not satisfied in full, (i) the Obligations shall not be discharged by the entry of a Confirmation Order (and Borrower, pursuant to Section 1141(d)(4) of the Bankruptcy Code, hereby waives any such discharge) and (ii) the Superpriority Claim granted to the Administrative Agent, the Lenders, and the Bank Product Providers, pursuant to the DIP Orders and the Liens granted to the Administrative Agent pursuant to the DIP Orders shall not be affected in any manner by the entry of a Confirmation Order.

(d) Perfection and Protection of Security Interests and Liens. The Loan Parties will from time to time deliver to the Administrative Agent all Security Instruments, including financing statements, amendments, assignments and continuation statements, extension agreements and other instruments and documents, properly completed and executed (and acknowledged when required) by each Loan Party, as applicable, in form and substance reasonably satisfactory to the Administrative Agent, in each case, which the Administrative Agent reasonably requests for the purpose of creating, perfecting, confirming, or protecting its Lien and security interest in the DIP Collateral for the purpose of securing the Obligations.

(e) The direct or indirect value of the consideration received and to be received by any Guarantor in connection herewith is reasonably worth at least as much as the liability and obligations of each Guarantor hereunder and under the other Loan Documents, and the incurrence of such liability and obligations in return for such consideration may reasonably be expected to benefit each Guarantor, directly or indirectly.

**ARTICLE III  
CONDITIONS OF LENDING**

Section 3.01 Interim Facility Effective Date. The obligations of the Lenders to enter into and execute this Agreement, and make Advances and other extensions of credit hereunder during the Interim Period, shall commence on the first Business Day (the "Interim Facility Effective Date") when

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each of the following conditions precedent shall have been satisfied in a manner satisfactory to the Administrative Agent:

- (a) the Petition Date shall have occurred;
- (b) the Administrative Agent shall have received (i) duly executed and delivered counterparts (in such numbers as may be reasonably requested by the Administrative Agent) of this Agreement and the other Loan Documents to be executed and delivered on or prior to the Interim Facility Effective Date, from each party hereto or thereto, as applicable, signed on behalf of such party and (ii) the duly executed Notes payable to each Lender that requests a Note in the principal amount equal to in the case of the Note representing New Money Advances such Lender's Commitment; provided that notwithstanding the foregoing, the Borrower may deliver the Mortgages within seven (7) Business Days of the Closing Date;
- (c) the Administrative Agent shall have received a certificate of the Secretary, Assistant Secretary or a Responsible Officer with similar responsibilities of the Borrower, certifying as of the Interim Facility Effective Date and attaching:
  - (i) resolutions of its board of directors or members, authorizing the transactions contemplated hereby;
  - (ii) the names and genuine signatures of the Responsible Officers of such Person, authorized to execute, deliver and perform, as applicable, this Agreement, any Notes, the other Security Instruments, and all other Loan Documents to be delivered by such Person;
  - (iii) the Organizational Documents of such Person as in effect as of the Interim Facility Effective Date; and
  - (iv) certificates of good standing and existence for the Borrower in the state, province or territory in which each such Person is organized, which certificates shall be dated a date not earlier than 30 days prior to the Closing Date;
- (d) the Bankruptcy Court shall have entered the Interim Order within five days following the Petition Date, which Interim Order (i) shall have been entered on the docket of the Bankruptcy Court and (ii) shall be in full force and effect and shall not have been vacated, stayed, reversed, modified or amended in any respect without the prior written consent of the Administrative Agent and the Majority Lenders;
- (e) all "first-day" motions filed by the Borrower (including any motions related to any critical vendor or supplier motions) and related orders entered by the Bankruptcy Court in the Chapter 11 Case shall be in form and substance reasonably satisfactory to the Administrative Agent;
- (f) all motions related to the DIP Facility and cash management, and related orders entered by the Bankruptcy Court (including the DIP Order and the Cash Management Order) shall be in form and substance satisfactory to the Administrative Agent and the Majority Lenders;

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(g) all governmental and third-party consents and approvals, in each case, necessary in connection with the DIP Facility shall have been obtained and remain in effect;

(h) the making of the Advances shall not violate any Governmental Requirement and shall not have been enjoined, whether temporarily, preliminarily, or permanently;

(i) all reasonable and documented pre- and post-petition fees, charges and expenses (including, without limitation, the fees, charges and expenses of Willkie Farr & Gallagher LLP, Bracewell LLP, counsel for the Administrative Agent, RPA Advisors LLC, and one local counsel in each applicable jurisdiction) for all of the Lenders, and all other amounts due and payable on or prior to the Interim Facility Effective Date, required to be paid to the Administrative Agent on or before the Interim Facility Effective Date pursuant to Section 9.04(a) shall have been paid to the extent invoiced at least two (2) Business Days prior to the Interim Facility Effective Date;

(j) the Administrative Agent shall have received a 13-week cash flow forecast, containing line items of sufficient detail to reflect the Borrower's projected receipts and disbursements for the 13-week period commencing on the Petition Date, in form and substance reasonably acceptable to the Administrative Agent and attached hereto as **Schedule 2** (the "Initial Budget"), together with a certificate of a Responsible Officer of the Borrower stating that such Initial Budget has been prepared on a reasonable basis and in good faith and is based on assumptions believed by the Borrower to be reasonable at the time made and from the best information then available to the Borrower;

(k) there shall not exist any action, suit, investigation, litigation or proceeding pending or threatened (other than the Chapter 11 Case) in any court or before any Governmental Authority or facts or circumstances that, in the reasonable opinion of the Administrative Agent, materially and adversely affects any of the transactions contemplated hereby, or that has or could be reasonably expected to result in a Material Adverse Change;

(l) the holders of the Prepetition Credit Agreement Obligations shall have received adequate protection in respect of the Liens securing such Prepetition Credit Agreement Obligations pursuant to, and on the terms set forth in, the Interim Order;

(m) all Obligations shall be secured by a perfected lien and security interest on the DIP Collateral of the Borrower, and such Lien and security interests shall have the priorities set forth in the Interim Order, subject only to the Liens permitted by Section 6.01 and the Carve Out and all filings and recordings as reasonably required by the Administrative Agent in respect thereof shall have been made and filing and recording fees and taxes with respect to such Liens and security interests that are due and payable as of the Interim Facility Effective Date shall have been duly paid;

(n) [Reserved];

(o) [Reserved];

(p) [Reserved];

(q) [Reserved];

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(r) [Reserved];

(s) the Administrative Agent shall have received favorable opinions of (i) Shearman & Sterling LLP, the Borrower's New York counsel and (ii) Young Conaway Stargatt & Taylor, LLP, each dated as of the date of this Agreement and in form and covering such customary matters as the Administrative Agent may reasonably request;

(t) [Reserved];

(u) the Administrative Agent shall have received appropriate UCC Lien search results or certificates as of a recent date for the Borrower, listing all effective financing statements that name the Borrower as debtor, together with copies thereof;

(v) Payment of Fees. On the date of this Agreement, the Borrower shall have paid the fees required by Section 2.07(b) and the Fee Letter and the Commitment Letter and all costs and expenses that have been invoiced and are payable pursuant to Section 9.04;

(w) [Reserved];

(x) [Reserved];

(y) No Default. No Default shall have occurred and be continuing;

(z) Representations and Warranties. The representations and warranties contained in Article IV and in each other Loan Document shall be true and correct in all material respects (except to the extent such representation or warranty is already subject to a materiality qualifier);

(aa) Material Adverse Change. Since the Petition Date, and except for the filing of the Chapter 11 Case, and the facts, events, circumstances or conditions that arise after the Petition Date that customarily occur or arise in connection with the filing of a bankruptcy case and as otherwise disclosed to Administrative Agent, there have been no events, circumstances, developments or other changes in facts that would, in the aggregate, result in a Material Adverse Change;

(bb) [Reserved];

(cc) Consents, Licenses, Approvals, etc. The Borrower, the Guarantors and their respective Subsidiaries shall have all such material consents, licenses and approvals required in connection with the execution, delivery, performance, validity and enforceability of this Agreement or any of the other Loan Documents and such approvals shall be in full force and effect;

(dd) USA Patriot Act. Not later than three (3) Business Days prior to the Interim Facility Effective Date, the Borrower shall have delivered to each Lender that is subject to the Act such information requested by such Lender in writing at least five (5) Business Days prior to the Interim Facility Effective Date in order to comply with the Act and any other anti-money laundering rules and regulations; and

(ee) Bankruptcy Court Orders. The entry of all orders described or referred to herein shall have been upon proper notice as may be required by the Bankruptcy Code, the Federal Rules of

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Bankruptcy Procedure and any applicable local bankruptcy rules, or such other procedures approved by the Bankruptcy Court.

For purposes of determining compliance with the conditions specified in this Section 3.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted and to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received written notice from such Lender prior to the proposed Interim Facility Effective Date specifying its objection thereto.

The delivery by the Borrower of an executed copy of this Agreement pursuant to Section 3.01(b) shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the accuracy of the statements set forth in clauses (d), (g), (h), (l), (m), (z), (aa), (cc) and (ee) in this Section 3.01 as of such date.

Section 3.02 Final Facility Effective Date. The obligation of each Lender to make its Advances hereunder during the Final Period shall commence as of the Business Day (the “Final Facility Effective Date”) when each of the following conditions precedent shall have been satisfied in a manner satisfactory to the Administrative Agent:

(a) the Bankruptcy Court shall have entered the Final Order within forty (40) days (or such later date consented to by the Administrative Agent and the Majority Lenders) following the entry of the Interim Order, which Final Order (i) shall have been entered on the docket of the Bankruptcy Court and (ii) shall be in full force and effect and shall not have been vacated, stayed, reversed, modified or amended in any respect without the prior written consent of the Administrative Agent and the Majority Lenders; and

(b) the Administrative Agent shall have received a Note evidencing Roll-Up Advances for each Lender that shall have requested such a Note.

For purposes of determining compliance with the conditions specified in this Section 3.02, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted and to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received written notice from such Lender prior to the proposed Final Facility Effective Date specifying its objection thereto.

Section 3.03 Conditions Precedent to All Borrowings. The obligation of each Lender to make an Advance on the occasion of each Borrowing shall be subject to the further conditions precedent that on the date of such Borrowing, the following statements shall be true (and each of the giving of the applicable Notice of Borrowing, or Notice of Conversion or Continuation and the acceptance by the Borrower of the proceeds of such Borrowing shall constitute a representation and warranty by the Borrower that on the date of such Borrowing, such statements are true):

(a) the representations and warranties contained in Article IV of this Agreement and the representations and warranties contained in the Security Instruments and each of the other Loan Documents are true and correct in all material respects (except to the extent such representation or

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warranty is already subject to a materiality qualifier, in which case such representation or warranty is true and correct in all respects) on and as of the date of such Borrowing, before and after giving effect to such Borrowing and to the application of the proceeds from such Borrowing, as though made on and as of such date; and

(b) no Default has occurred and is continuing or would result from such Borrowing or from the application of the proceeds therefrom.

(c) Notice of Borrowing. The Administrative Agent shall have received a Notice of Borrowing from the Borrower in the form of **Exhibit D**, with appropriate insertions and executed by a duly authorized Responsible Officer of the Borrower; provided that it is not a condition to the Roll-Up Advance that the Administrative Agent shall have received a Notice of Borrowing in respect thereof.

(d) The Administrative Agent shall have received all Approved Budget updates and Variance Reports required in accordance with Section 5.21.

(e) DIP Orders.

(i) The Interim Order or Final Order, as applicable, shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed without the written consent of the Administrative Agent with the consent of the Majority Lenders and shall otherwise be in full force and effect, no appeal of either such order shall have been timely filed and such order is not subject to a stay pending appeal.

(ii) The Administrative Agent shall have received a true and complete copy of the applicable DIP Order.

(iii) The Loan Parties shall be in compliance with the applicable DIP Order.

(iv) With respect to the Final Order, such Final Order shall, without limitation, approve the Roll-Up Facility.

(f) All “second day” orders filed on or after the Petition Date shall be in form and substance reasonably satisfactory to the Administrative Agent and consistent with the Approved Budget.

(g) No trustee or examiner shall have been appointed with respect to the Borrower or any of its Property.

(h) All reasonable and documented fees, charges and expenses (including, without limitation, the fees, charges and expenses of Willkie Farr & Gallagher LLP and Bracewell LLP and RPA Advisors), and one local counsel in each applicable jurisdiction, and all other amounts due and payable on or prior to the date of such Borrowing, to the extent invoiced and required to be paid to the Administrative Agent on or before the date of such Borrowing pursuant to Section 9.04(a) shall have been paid (or will be paid with the proceeds of the Advance authorized under the Interim Order or the Final Order, as applicable).

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For purposes of determining compliance with the conditions specified in this Section 3.03, each Lender shall be deemed to have consented to, approved or accepted and to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received written notice from such Lender prior to the proposed Final Facility Effective Date specifying its objection thereto.

Each delivery of a Notice of Borrowing by the Borrower for an Advance shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the accuracy of the statements specified in this Section 3.03.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES**

The Borrower represents and warrants as follows:

Section 4.01 Existence; Subsidiaries. Subject to any restrictions arising on account of the Borrower's or any Subsidiaries' status as a "debtor" under the Bankruptcy Code and entry of the applicable DIP Order, each Loan Party is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation. Each of the Borrower and each other Loan Party is in good standing and qualified to do business in each jurisdiction where its ownership or lease of Property or conduct of its business requires such qualification. As of the Closing Date, **Schedule 4.01** sets forth the capital structure of the Borrower and any Subsidiaries of the Borrower. As of the Closing Date, the Borrower has no Subsidiaries.

Section 4.02 Power. Subject to any restrictions arising on account of the Borrower's status as a "debtor" under the Bankruptcy Code and entry of the applicable DIP Order, the execution, delivery, and performance by each Loan Party of this Agreement, the Notes, the other Loan Documents, and the Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby (a) are within the Loan Parties' governing powers, (b) have been duly authorized by all necessary governing action, (c) do not contravene (i) the Loan Parties' certificate or articles of incorporation, bylaws, limited liability company agreement, or other similar governance documents, or (ii) any law or any contractual restriction binding on or affecting the Loan Parties, and (d) will not result in or require the creation or imposition of any Lien prohibited by this Agreement. Subject to any restrictions arising on account of the Borrower's status as a "debtor" under the Bankruptcy Code and entry of the applicable DIP Order, at the time of each Advance, such Advance, and the use of the proceeds of such Advance, will be within the Borrower's governing powers, will have been duly authorized by all necessary governing action, will not contravene (i) the Borrower's articles or certificate of incorporation or other organizational documents, or (ii) any law or any contractual restriction binding on or affecting the Borrower and will not result in or require the creation or imposition of any Lien prohibited by this Agreement.

Section 4.03 Authorization and Approvals. Other than the DIP Orders, no consent, order, authorization, or approval or other action by, and no notice to or filing with, any Governmental Authority or any other Person is required for the due execution, delivery, and performance by each Loan Parties of this Agreement, the Notes, the other Loan Documents or the Transaction Documents to which it is a party or the consummation of the transactions contemplated hereby and thereby. At the time of each Borrowing, no authorization or approval or other action by, and no notice to or filing with,

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any Governmental Authority will be required for such Borrowing or the use of the proceeds of such Borrowing.

Section 4.04 Enforceable Obligations. This Agreement, the Notes, the other Loan Documents, and the Transaction Documents to which each Loan Party is a party have been duly executed and delivered by such Loan Party. Upon entry of the Interim Order or the Final Order, as applicable, each Loan Document is the legal, valid, and binding obligation of the Loan Party which is a party to it enforceable against each such Loan Party in accordance with its terms, subject to any restrictions arising on account of the Borrower's status as a "debtor" under the Bankruptcy Code and as except as such enforceability may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar law affecting the enforcement of creditors' rights generally and by general principles of equity.

Section 4.05 No Material Adverse Change. Since the Petition Date, no event or circumstance that could reasonably be expected to cause a Material Adverse Change has occurred.

Section 4.06 True and Complete Disclosure. All factual information (excluding projections and estimates) heretofore or contemporaneously furnished by or on behalf of any Loan Party in writing to any Lender or the Administrative Agent for purposes of or in connection with this Agreement, any other Loan Document or any transaction contemplated hereby or thereby is, and all other such factual information hereafter furnished by or on behalf of any Loan Party in writing to the Administrative Agent or any of the Lenders shall be, true and accurate in all material respects on the date as of which such information is dated or certified and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained therein not misleading in light of the circumstances under which such statements were made at such time. All projections and estimates furnished by the Borrower were prepared in good faith on the basis of assumptions, data, information, tests, or conditions believed to be reasonable at the time such projections and estimates were furnished (it being recognized that (a) such projections and other forward-looking information are not to be viewed as facts and that actual results during the period or periods covered by any such projections or forward-looking information may differ from the projected results and such differences may be material, (b) there are industry-wide risks normally associated with the types of business conducted by the Borrower and its Subsidiaries, and (c) projections concerning volumes attributable to the Oil and Gas Properties and production and cost estimates contained in each Engineering Report are necessarily based upon professional opinions, estimates and projections and that the Borrower and its Subsidiaries do not warrant that such opinions, estimates or projections will ultimately prove to have been accurate).

Section 4.07 Litigation; Compliance with Laws.

(a) Subject to any restrictions arising on account of the Borrower's status as a "debtor" under the Bankruptcy Code and other than the Chapter 11 Case, there is no pending or, to the best knowledge of the Borrower, threatened litigation, action, suit, proceeding or investigation affecting any Loan Party before any court, Governmental Authority or arbitrator which could reasonably be expected to cause a Material Adverse Change or which purports to affect the legality, validity, binding effect or enforceability of this Agreement, any Note, or any other Loan Document.

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(b) The Loan Parties have complied in all material respects with all material statutes, rules, regulations, orders and restrictions of any Governmental Authority having jurisdiction over the conduct of their respective businesses or the ownership of their respective Property.

Section 4.08 Use of Proceeds. The proceeds of the Advances will be used by the Borrower for the purposes described in Section 5.20. Neither the Borrower or any of its Subsidiaries are engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U). No proceeds of any Advance will be used to purchase or carry any margin stock in violation of Regulation T, U or X.

Section 4.09 Investment Company Act. Neither the Borrower nor any of the Guarantors is an “investment company” or a company “controlled” by an “investment company” within the meaning of the Investment Company Act of 1940, as amended.

Section 4.10 Federal Power Act. No Loan Party is subject to regulation under the Federal Power Act, as amended or any other Legal Requirement which regulates the incurring by such Person of Debt, including Legal Requirements relating to common contract carriers or the sale of electricity, gas, steam, water or other public utility services.

Section 4.11 Taxes.

(a) Reports and Payments. All Tax Returns required to be filed by or on behalf of the Borrower, the Guarantors, or any member of the Controlled Group (hereafter collectively called the “Tax Group”) have been timely filed or appropriate extensions have been obtained and such Tax Returns are and will be true, complete and correct in all material respects and all Taxes due (whether or not shown on such Tax Returns) have been paid, and no other Taxes will be payable by the Tax Group with respect to items or periods covered by such Tax Returns, except for (i) Taxes that are being contested in good faith by appropriate proceedings and with respect to which the Borrower, such Guarantor, or such member of the Tax Group, has set aside on its books adequate reserves in accordance with GAAP and (ii) to the extent the payment of such taxes is otherwise excused or prohibited by the Bankruptcy Code and not otherwise authorized by the Bankruptcy Court. Except as set forth in Schedule 4.11, the reserves for accrued Taxes reflected in the financial statements delivered to the Lenders pursuant to this Agreement are adequate in the aggregate for the payment of all unpaid Taxes, whether or not disputed, for the period ended as of the date thereof and for any period prior thereto, and for which the Tax Group may be liable in its own right, as withholding agent or as a transferee of the assets of, or successor to, any Person, except for such Taxes or reserves therefor, the failure to pay or provide for which does not and would not reasonably be expected to cause a Material Adverse Change.

(b) Returns Definition. “Tax Returns” in this Section 4.11 shall mean any federal, state, local, or foreign report, estimate, declaration of estimated Tax, information statement or return relating to, or required to be filed in connection with, any Taxes, including any information return or report with respect to backup withholding or other payments of third parties.

Section 4.12 Pension Plans; ERISA.

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Except to the extent excused by the Bankruptcy Court or as a result of the filing of the Chapter 11 Case:

(a) No Termination Event has occurred or is reasonably expected to occur, and each Plan has complied with and been administered in all material respects in accordance with applicable provisions of ERISA, the Code, and other Federal or state laws. The present value of all benefits vested under each Plan (based on the assumptions used to fund such Plan) did not, as of the last annual valuation date applicable thereto, exceed the value of the assets of such Plan allocable to such vested benefits by more than \$1,000,000. No application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Plan. Each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto, or such Plan is maintained on a prototype document for which a favorable opinion letter has been issued by the IRS, and, to the knowledge of the Borrower, nothing has occurred which would prevent, or cause the loss of, such qualification. There are no pending or, to the knowledge of Borrower, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to result in material liability of the Borrower. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in material liability of the Borrower.

(b) As of the Closing Date, the Borrower is not and will not be (i) an employee benefit plan subject to Title I of ERISA, (ii) a plan or account subject to Section 4975 of the Code; (iii) an entity deemed to hold “plan assets” of any such plans or accounts for purposes of ERISA or the Code; or (iv) a “governmental plan” within the meaning of ERISA.

Section 4.13 Title; Condition of Property; Casualties; Net Revenue and Working Interests.

(a) The Borrower and each Subsidiary Guarantor has good and defensible title to all of the Oil and Gas Properties evaluated in the most recently delivered Engineering Report free and clear of all Liens except for Permitted Liens. The material Properties used or to be used in the continuing operations of the Borrower and each of the Guarantors are, in all material respects, in good repair, working order and condition, ordinary wear and tear excepted. Since the Closing Date, neither the business nor the material Properties of the Borrower and each of the Guarantors, taken as a whole, has been materially and adversely affected as a result of any fire, explosion, earthquake, flood, drought, windstorm, accident, strike or other labor disturbance, embargo, requisition or taking of Property or cancellation of contracts, Permits, or concessions by a Governmental Authority, riot, activities of armed forces, or acts of God or of any public enemy.

(b) The Borrower’s and the Subsidiary Guarantors’ ownership of the Hydrocarbons and the undivided interests therein as evaluated in the most recent Engineering Report and, if required, as specified in the most recent WI/NRI Schedule attached to the certificate delivered in connection with the most recent Engineering Report delivered under Section 5.06(g)(iv) will, after giving full effect to all Liens permitted hereby and after giving full effect to any instruments or agreements affecting the Borrower’s and the Subsidiary Guarantors’ ownership of such Hydrocarbons, afford the Borrower and the Subsidiary Guarantors not less than those net interests (expressed as a fraction, percentage or decimal) in the production from or which is allocated to such Hydrocarbons specified as net revenue

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interest in such Engineering Report, or if required, on the WI/NRI Schedule and will cause the Borrower and the Subsidiary Guarantors to bear not more than that portion (expressed as a fraction, percentage or decimal), specified as working interest (without a corresponding increase to the net revenue interest) in such Engineering Report, or, if required, on the WI/NRI Schedule, of the costs of drilling, developing and operating the wells identified in such Engineering Report, or, if required, on the WI/NRI Schedule; provided that the Borrower and the Subsidiary Guarantors shall have the right to bear costs disproportionate to the Borrower's and the Subsidiary Guarantors' working interest with respect to any Oil and Gas Property for a period of time in order to earn an interest in such Oil and Gas Property from a third party as evidenced by written agreement.

Section 4.14 No Burdensome Restrictions; No Defaults.

(a) Except for the Prepetition Credit Agreement, no Loan Party is a party to any indenture, loan, or credit agreement or any lease or other agreement or instrument or subject to any charter or corporate restriction or provision of applicable Legal Requirement that (i) limits the ability (A) of any Subsidiary to make Restricted Payments to the Borrower or any Guarantor or to otherwise transfer property to the Borrower or any Guarantor, or (B) of any Subsidiary to guarantee the Debt of the Borrower or (ii) could reasonably be expected to cause a Material Adverse Change. Except for the Prepetition Credit Agreement, no Loan Party is in default (1) under or with respect to any contract, agreement, lease, or other instrument to which the Loan Party is a party and which default could reasonably be expected to cause a Material Adverse Change, or (2) under any agreement in connection with any Debt.

(b) No Default has occurred and is continuing.

Section 4.15 Environmental Condition.

(a) Environmental Permits, Etc. The Borrower and each Subsidiary Guarantor, or to the extent that the right of operation is vested in others (other than with respect to royalty interests), such operators on behalf of the Borrower or such Subsidiary Guarantor, (i) have obtained all Environmental Permits necessary for the ownership and operation of their respective Properties and the conduct of their respective businesses except where the failure to obtain such Environmental Permit could not reasonably be expected to cause a Material Adverse Change, (ii) have at all times been and are in compliance with all terms and conditions of such Permits and with all other requirements of applicable Environmental Laws except where the failure to be in compliance could not reasonably be expected to cause a Material Adverse Change, (iii) have not received notice of any violation or alleged violation of any Environmental Law or Permit that could reasonably be expected to cause a Material Adverse Change, and (iv) are not subject to any actual or contingent Environmental Claim, which could reasonably be expected to cause a Material Adverse Change.

(b) Certain Liabilities. To the Borrower's actual knowledge, none of the present or previously owned or operated Property of the Borrower, any Subsidiary Guarantor or of any of their former Subsidiaries, wherever located: (i) has been placed on or proposed to be placed on the National Priorities List, the Comprehensive Environmental Response Compensation Liability Information System list, or their state or local analogs, or have been otherwise investigated, designated, listed, or identified as a potential site for removal, remediation, cleanup, closure, restoration, reclamation, or other response activity under any Environmental Laws, (ii) is subject to a Lien, arising under or in

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connection with any Environmental Laws, that attaches to any revenues or to any Property owned or operated by the Borrower or any Subsidiary Guarantor, wherever located, which could reasonably be expected to cause a Material Adverse Change, or (iii) has been the site of any Release of Hazardous Substances or Hazardous Wastes from present or past operations which has caused at the site or at any third-party site any condition that has resulted in or could reasonably be expected to result in the need for Response that would cause a Material Adverse Change.

(c) Certain Actions. Without limiting the foregoing: (i) all necessary notices have been properly filed, and no further action is required under current Environmental Law as to each Response or other restoration or remedial project undertaken by the Borrower and the Subsidiary Guarantors (or, to the actual knowledge of the Borrower, to the extent that the right of operation is vested in others, undertaken by such operators on behalf of the Borrower and any Subsidiary Guarantor), or any of their former Subsidiaries on any of their presently or formerly owned or operated Property, and (ii) the present and, to the Borrower's knowledge, future liability, if any, of the Borrower and the Subsidiary Guarantors which could reasonably be expected to arise in connection with requirements under Environmental Laws will not result in a Material Adverse Change.

Section 4.16 Permits, Licenses, Etc. The Loan Parties possess all authorizations, Permits, licenses, patents, patent rights or licenses, trademarks, trademark rights, trade name rights and copyrights which are material to the conduct of their business. The Loan Parties manage and operate their business in all material respects in accordance with all applicable Legal Requirements and good industry practices.

Section 4.17 Gas Contracts. Subject in all respects to the DIP Orders, the Borrower as of the Closing Date: (a) is not obligated in any material respect by virtue of any prepayment made under any contract containing a "take-or-pay" or "prepayment" provision or under any similar agreement to deliver hydrocarbons produced from or allocated to any of the Borrower's or the Subsidiary Guarantors' Oil and Gas Properties at some future date without receiving full payment therefor at or after the time of delivery, or (b) has not produced gas, in any material amount, subject to, and none of the Borrower's or the Subsidiary Guarantors' Oil and Gas Properties is subject to, balancing rights of third parties or subject to balancing duties under governmental requirements, in each case other than in the ordinary course of business and which prepayments and balancing rights, in the aggregate, do not result in the Borrower and the Subsidiary Guarantors having net aggregate liability at any time in excess of an amount equal to 4% of the Proven Reserves categorized as "proved, developed and producing" on the most recently delivered Engineering Report.

Section 4.18 Liens, Titles, Leases, Etc. None of the Property of the Borrower or any of the Guarantors is subject to any Lien other than Permitted Liens. On the date of this Agreement, all governmental actions and all other filings, recordings, registrations, third party consents and other actions which are necessary to create and perfect the Liens provided for in the Security Instruments will have been made, obtained and taken in all relevant jurisdictions. Except as a result of the filing of the Chapter 11 Case (and subject to any necessary order or authorization of the Bankruptcy Court), all Leases and agreements for the conduct of business of the Loan Parties are valid and subsisting, in full force and effect and there exists no default or event of default or circumstance which with the giving of notice or lapse of time or both would give rise to a default under any such Leases or agreements which could reasonably be expected to cause a Material Adverse Change. No Loan Party is a party to any agreement or arrangement (other than the Prepetition Credit Agreement, this Agreement and the

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Security Instruments), or subject to any order, judgment, writ or decree, which either restricts or purports to restrict its ability to grant Liens to secure the Obligations against their respective assets or Properties.

Section 4.19 Insurance. The Borrower and each Subsidiary Guarantor carries insurance required under Section 5.02.

Section 4.20 Hedging Agreements. **Schedule 4.20** sets forth as of the Closing Date and each report delivered under Section 5.06(e) sets forth as of the date of such report, a true and complete list of all Hedge Contracts of the Specified Loan Parties, the material terms thereof (including the type, term, effective date, termination date and notional amounts or volumes), the net mark to market value thereof, and the counterparty to each such agreement.

Section 4.21 Material Agreements. **Schedule 4.21** sets forth a complete and correct list of all material agreements and other instruments (including the Transaction Documents) in effect or to be in effect as of the Closing Date, except to the extent that a default, breach, termination or other impairment of such agreement or instrument could not reasonably be expected to cause a Material Adverse Change.

Section 4.22 Flood Insurance. Except as disclosed in writing to the Administrative Agent, neither the Borrower or any Subsidiary Guarantor owns any Improved Property with a fair market value or book value exceeding \$1,000,000 in the aggregate for all such Improved Property.

Section 4.23 Prepetition Action. No ~~action~~actions had been commenced as of the Petition Date by the Borrower or its Affiliates against the Prepetition Credit Agreement Agent or any of the Prepetition RBL Lenders with respect to any of the Prepetition Credit Agreement Obligations.

Section 4.24 Sanctions, Anti-Corruption Laws, Etc.

(a) No part of the proceeds of the Advances nor any part of the proceeds of the Advances will be used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person, or in any other manner that would result in any violation by any Person (including any Lender, any Arranger, or the Administrative Agent) of the Trading with the Enemy Act of 1917 (50 U.S.C. §§ 1-44), as amended, any other Sanctions, Anti-Corruption Laws, Anti-Money Laundering Laws, or any other similar applicable Legal Requirement.

(b) Neither the Borrower nor any Subsidiary, nor to the knowledge of the Borrower or any Subsidiary, any of their Related Parties (i) is, or will become, or is owned or controlled by, a Sanctioned Person, (ii) is located, organized or resident in a country, region, or territory that is, or whose government is, the subject or target of any Sanctions, or (iii) engages or will engage in any dealings or transactions, or is or will be otherwise associated, with any such Sanctioned Person that would result in any violation of any Sanctions or any other similar applicable Legal Requirement.

(c) Each of the Borrower and its Subsidiaries is, and has conducted its business in compliance with, and has instituted and maintained policies and procedures designed to comply with, all applicable Anti-Corruption Laws and Anti-Money Laundering Laws. No part of the proceeds of the Advances has been or will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or

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anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the any Anti-Corruption Law and Anti-Money Laundering Laws.

(d) To the knowledge of the Borrower or any of its Subsidiaries, neither the Borrower nor any of its Subsidiaries is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offense or alleged offense under any Anti-Corruption Laws, anti-terrorism laws, Anti-Money Laundering Laws, or Sanctions, and no such investigation, inquiry or proceeding is pending or, to the knowledge of the Borrower or any of its Subsidiaries, has been threatened.

Section 4.25 [Reserved].

Section 4.26 Beneficial Ownership Certification. As of the Closing Date, to Borrower's knowledge, the information included in any Beneficial Ownership Certification delivered by or on behalf of Borrower to a Lender is true and correct in all respects.

Section 4.27 Reorganization Matters.

(a) The Chapter 11 Case was commenced on the Petition Date in accordance with applicable law and proper notice thereof and proper notice was given for the motion seeking approval of the Loan Documents and entry of the DIP Orders;

(b) After the entry of the Interim Order and the Final Order, and pursuant to and to the extent permitted in the Interim Order and the Final Order, the Obligations constitute allowed administrative expense claims in the Chapter 11 Case having priority over all administrative expense claims and unsecured claims against the Borrower and the Guarantors now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expense claims of the kind specified in sections 105, 326, 330, 331, 365, 503(b), 507(a), 507(b), 546(c), 726, 1113, 1114 or any other provision of the Bankruptcy Code or otherwise, as provided under section 364(c)(1) of the Bankruptcy Code, subject, as to priority and as to payment (subject to the Approved Budget and to applicable interim compensation procedures reasonably acceptable to the Administrative Agent), to the Carve-out and subject to such other exceptions, if any, as are expressly set forth in the Interim Order and Final Order; and

(c) Pursuant to Section 364(c)(1) of the Bankruptcy Code and the Interim Order and the Final Order, all Obligations and all other obligations of the Loan Parties under the Loan Documents constituting Superpriority Claims have been allowed by the Bankruptcy Court, and shall at all times be senior to the rights of Loan Parties, the estates of Loan Parties, and any successor trustee or estate representative in the Chapter 11 Case or any subsequent proceeding or case under the Bankruptcy Code, subject only to the Carve-out;

provided that to the extent the foregoing representations are with respect to the Final Order, such representations shall be deemed made as of the Final Facility Effective Date.

Section 4.28 Chapter 11 Orders. As of the Interim Facility Effective Date, the Interim Order and the transactions contemplated hereby and thereby, are in full force and effect and have not been vacated, reversed, modified, amended or stayed without the prior written consent of the Administrative

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Agent and the Majority Lenders. As of the Final Facility Effective Date, the Final Order and the transactions contemplated hereby and thereby, are in full force and effect and have not been vacated, reversed, modified or stayed without the prior written consent of the Administrative Agent and the Majority Lenders. As of the Supplemental Effective Date, the Supplemental Order, and the transactions contemplated hereby and thereby, are in full force and effect and have not been vacated, reversed, modified or stayed without the prior written consent of the Administrative Agent and the Majority Lenders.

## ARTICLE V AFFIRMATIVE COVENANTS

So long as any Obligation shall remain outstanding, or any Lender shall have any Commitment hereunder, the Borrower agrees, to comply with the following covenants:

Section 5.01 Compliance with Laws, Etc. Subject to any necessary order or authorization of the Bankruptcy Court, the Borrower shall comply, and cause each of its Subsidiaries to comply, in all material respects with all Legal Requirements. Without limiting the generality and coverage of the foregoing, subject to any necessary order or authorization of the Bankruptcy Court, the Borrower shall comply, and shall cause each of its Subsidiaries to comply, in all material respects, with all Environmental Laws and all laws, regulations, or directives with respect to equal employment opportunity and employee safety in all jurisdictions in which the Borrower or any of its Subsidiaries do business; provided, however, that this Section 5.01 shall not prevent the Borrower or any of its Subsidiaries from, in good faith and with reasonable diligence, contesting the validity or application of any such laws or regulations by appropriate legal proceedings. Without limitation of the foregoing, the Borrower shall, and shall cause each of its Subsidiaries to, (a) maintain and possess all authorizations, Permits, licenses, trademarks, trade names, rights and copyrights which are material to the conduct of its business, and (b) obtain, as soon as practicable, all consents or approvals required from the United States or any states of the United States (or other Governmental Authorities) necessary to grant the Administrative Agent an Acceptable Security Interest in the Borrower's and its Subsidiaries' Oil and Gas Properties.

### Section 5.02 Maintenance of Insurance.

(a) The Borrower will, and will cause each other Loan Party to, maintain, with financially sound and reputable insurance companies, insurance (subject to customary deductibles and retentions), in such amounts and against such risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations. The loss payable clauses or provisions in said insurance policy or policies insuring any of the collateral for the Obligations shall be endorsed not later than the deadline set forth in Section 5.09(b) in favor of and made payable to the Administrative Agent as loss payee or other formulation acceptable to the Administrative Agent and, not later than the deadline set forth in Section 5.09(b), such liability policies shall name the Administrative Agent on behalf of the Lenders as "additional insureds" and provide that the insurer will use commercially reasonable efforts to give at least 30 days prior notice of any cancellation to the Administrative Agent.

(b) The Borrower shall furnish the Administrative Agent with a certificate of insurance and, if applicable, an endorsement, or a certified copy of all policies of insurance required on or before the

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date provided in Section 5.09(b), and simultaneously with the effectiveness of any new or replacement policy. All policies or certificates of insurance shall set forth the coverage, the limits of liability, the name of the carrier, the policy number, and the period of coverage. In the event that, notwithstanding the “lender’s loss payable endorsement” requirement of this Section 5.02, the proceeds of any insurance policy described above are paid to the Borrower or a Subsidiary and any Obligations are outstanding, the Borrower shall deliver such proceeds to the Administrative Agent immediately upon receipt.

(c) If at any time any real property covered by a Security Instrument includes Improved Property located in an area designated as a “flood hazard area” in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), the Borrower shall, and shall cause each of its Subsidiaries to, (i) provide the Administrative Agent and each Lender with a description of such Improved Property, including the address and legal description of such Improved Property and such other information as may be requested by the Administrative Agent or any Lender to obtain a flood determination or otherwise satisfy its obligations under applicable Legal Requirements, (ii) obtain flood insurance in such total amount as required by Regulation H of the Federal Reserve Board, as from time to time in effect and all official rulings and interpretations thereunder or thereof, and otherwise comply with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as it may be amended from time to time, and (iii) provide evidence in form and substance satisfactory to the Administrative Agent and each Lender of such flood insurance to the Administrative Agent and each Lender.

Section 5.03 Preservation of Existence, Etc. The Borrower shall preserve and maintain, and cause each of its Subsidiaries to preserve and maintain, its partnership, corporate or limited liability company, as applicable, existence, rights, franchises, and privileges in the jurisdiction of its formation. The Borrower shall preserve and maintain, and each of its Subsidiaries to qualify and remain qualified as a foreign entity in each jurisdiction in which qualification is necessary or desirable in view of its business and operations or the ownership of its Properties, and, in each case, where failure to qualify or preserve and maintain its rights and franchises could reasonably be expected to cause a Material Adverse Change.

Section 5.04 Payment of Taxes, Etc. Except to the extent such payment is excused by, or is otherwise prohibited by, the provisions of the Bankruptcy Code or order of the Bankruptcy Court, the Borrower shall pay and discharge, and cause each of its Subsidiaries to pay and discharge, before the same shall become delinquent, (a) all Taxes, assessments, and governmental charges or levies imposed upon it or upon its income or profits or Property that are material in amount, prior to the date on which penalties attach thereto, and (b) all lawful claims that are material in amount which, if unpaid, might by law become a Lien upon its Property; provided, however, that neither the Borrower nor any such Subsidiary shall be required to pay or discharge any such Tax, assessment, charge, levy, or claim which is being contested in good faith and by appropriate proceedings, and with respect to which reserves in conformity with GAAP have been established.

Section 5.05 Visitation Rights; Data Room. At any reasonable time and from time to time, upon reasonable notice, the Borrower shall, and shall cause its Subsidiaries to, permit the Administrative Agent and any Lender or any of their respective agents or representatives thereof, to (a) examine and make copies of and abstracts from the records and books of account of, and visit and inspect at their reasonable discretion the Properties of, the Borrower and any such Subsidiary, and

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(b) discuss the affairs, finances and accounts of the Borrower and any such Subsidiary with any of their respective officers, directors, managers, independent accountants and other professional advisors; provided that, so long as no Event of Default has occurred and is continuing, the Lenders shall use commercially reasonable efforts to coordinate their exercise of rights under this Section 5.05 with the other Lenders in order to minimize the expense to the Borrower. In addition, the Borrower will grant full access to the Administrative Agent, the financial advisor to the Prepetition Credit Agreement Agent, the Prepetition Credit Agreement Agent, the financial advisor to the Administrative Agent, the Lenders and the Prepetition RBL Lenders to any data room established for potential bidders. Notwithstanding anything to the contrary contained herein, the Borrower does not waive any right to attorney-client, work product, or similar privilege, and the Borrower shall not be required to provide the Administrative Agent, the financial advisor to the Prepetition Credit Agreement Agent, the Prepetition Credit Agreement Agent, the financial advisor to the Administrative Agent, the Lenders and the Prepetition RBL Lenders or any of their respective counsel with any information subject to attorney-client privilege or consisting of attorney work product.

Section 5.06 Reporting Requirements. Except for the information to be provided solely to the Arrangers pursuant to Section 5.06(t) below, the Borrower shall furnish to the Administrative Agent and each Lender (unless otherwise provided below):

(a) Annual Financials.

(i) Borrower Financials. As soon as available and in any event not later than 90 days after the end of each fiscal year (commencing with fiscal year ending December 31, 2019) of the Borrower and its Subsidiaries, on a consolidated basis, the audited consolidated balance sheets of the Borrower and the Borrower's Subsidiaries as at the end of such fiscal year, together with the related audited consolidated statements of income or operations, partners' equity and cash flows for such fiscal year, and the notes thereto, all in reasonable detail and setting forth in each case in comparative form (commencing with the fiscal year ending December 31, 2019) the figures as of the end of and for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP and such consolidated statements to be accompanied by a report and opinion of an independent certified public accountant of recognized standing reasonably acceptable to the Administrative Agent, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any qualification or exception (other than a "going concern" qualification) or any qualification or exception as to the scope of such audit and shall state that such consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Borrower and its Subsidiaries as at the end of such fiscal year and their consolidated results of operations and cash flows for such fiscal year in conformity with GAAP; or words substantially similar to the foregoing and that the examination by such accountants in connection with such consolidated financial statements has been made in accordance with generally accepted auditing standards.

(b) Quarterly Financials.

(i) Borrower Financials. As soon as available and in any event not later than 60 days after the end of each of the first three fiscal quarters of each fiscal year (commencing with fiscal quarter ending March 31, 2020) of the Borrower and its Subsidiaries, a consolidated balance sheet for the Borrower and its Subsidiaries as at the end of such fiscal quarter, and the related consolidated statements of income or operations, and cash flows for such fiscal quarter and for the portion of the

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Borrower's and its respective Subsidiaries' fiscal year then ended, and, setting forth in comparative form (commencing with the fiscal quarter ending March 31, 2020) the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal quarter, all in reasonable detail certified by a Responsible Officer of the Borrower, as fairly presenting the financial condition, results of operations, partners' equity and cash flows of the Borrower and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes.

(c) Compliance Certificate. In connection with clauses (a) and (b) above, the Borrower shall deliver a Compliance Certificate executed by a Responsible Officer of the Borrower.

(d) Production Report. In connection with clause (a) above, the Borrower shall deliver a report in form and substance satisfactory to the Administrative Agent prepared by the Borrower covering each of the Oil and Gas Properties of the Borrower and its Subsidiaries (on a net basis to the interest of the Borrower) and detailing on an annual basis the production, revenue, and price information and associated operating expenses for each such annual period.

(e) Hedging Report. To the extent that the Administrative Agent or the Majority Lenders have consented in their sole discretion to the Borrower's entering in to Hedge Contracts on or after the Petition Date as provided in Section 6.14, in connection with the delivery of each budget pursuant to Section 5.21(a), the Borrower shall deliver a report in form and substance satisfactory to the Administrative Agent prepared by the Borrower (i) setting forth in reasonable detail all Hedge Contracts of the Borrower and its Subsidiaries, together with a statement of the position with respect to each such Hedge Contract, (ii) setting forth, to the extent not already described in clause (i), all Hedge Contracts of the Borrower and its Subsidiaries and detailing the material terms thereof (including the type, term, effective date, termination date and notional amounts or volumes), the net mark to market value thereof, all credit support agreements relating thereto (including any margin required or supplied), and the counterparty to each such agreement, and (iii) demonstrating the Borrower's compliance with Section 6.14 hereof. If any such Hedge Contract is terminated, modified, amended or altered prior to the end of its contractual term, or if there is an amendment, adjustment or modification of the price of any of the oil, gas or other Hydrocarbons produced from such Oil and Gas Properties that is subject to or established by a Hedge Contract, the Borrower shall promptly notify the Administrative Agent and the Lenders.

(f) Improved Property. As soon as practicable following the acquisition (directly or indirectly) or construction of any Improved Property (whether through a Subsidiary owning Improved Property or otherwise) with a fair market value or book value exceeding \$1,000,000, a description of such Improved Property, including the address or legal description of such Improved Property and such other information as may be requested by the Administrative Agent or any Lender to obtain a flood determination or otherwise satisfy its obligations under applicable Legal Requirements.

(g) Oil and Gas Reserve Reports.

(i) As soon as available but in any event on or before April 1 of each year, an Independent Engineering Report dated effective as of January 1 of such year;

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(ii) [Reserved];

(iii) Except for the information to be provided solely to the Arrangers pursuant to Section 5.06(t), such other information as may be reasonably requested in writing by the Administrative Agent or any Lender with respect to the Loan Parties' Oil and Gas Properties or business; and

(iv) With the delivery of each Engineering Report, a certificate from a Responsible Officer of the Borrower certifying that, to the best of his knowledge and in all material respects: (A) the information contained in the Engineering Report and any other information delivered in connection therewith is true and correct in all material respects, (B) if the net revenue interest and working interest of the wells evaluated in such Engineering Report are identified in such Engineering Report, that the representation in Section 4.13(b) shall be true and correct as to the net revenue interests and working interests evaluated in such Engineering Report, and if the net revenue interest and working interest of the wells evaluated in such Engineering Report are not identified in such Engineering Report, attached thereto is a schedule (the "WI/NRI Schedule") of all wells evaluated in such Engineering Report, including the net revenue interest and working interest for such well, as to which the representation in Section 4.13(b) shall be true and correct, (C) the Borrower or its Subsidiary, as applicable, owns good and defensible title to the Oil and Gas Properties evaluated in such Engineering Report, and such Properties are subject to an Acceptable Security Interest (except to the extent any such Oil and Gas Properties are not required by the terms of this Agreement or any other Loan Documents to be subject to an Acceptable Security Interest) and are free of all Liens except for Permitted Liens, (D) except as set forth on an exhibit to the certificate, on a net basis there are no Gas Imbalances, take or pay or other prepayments with respect to its Oil and Gas Properties evaluated in such Engineering Report which would require the Borrower or any of its Subsidiaries to deliver Hydrocarbons produced from such Oil and Gas Properties at some future time without then or thereafter receiving full payment therefor that in the aggregate are in excess of an amount equal to 2% of the Proven Reserves categorized as "proved, developed and producing" on such Engineering Report, (E) no Oil and Gas Properties owned by Borrower and its Subsidiaries in an amount greater than 4% of the Proven Reserves categorized as "proved, developed and producing" on the most recently delivered Engineering Report have been sold or otherwise disposed of since the date of the most recent Engineering Report, except as set forth on an exhibit to the certificate, which certificate shall list all of its Oil and Gas Properties sold and in such detail as reasonably required by the Majority Lenders, (F) attached to the certificate is a list of any Oil and Gas Properties owned by the Borrower and its Subsidiaries in an amount greater than 4% of the Proven Reserves categorized as "proved, developed and producing" on the most recently delivered Engineering Report acquired or otherwise added to the Engineering Report since the date of the most recent Engineering Report and a list showing any change in working interest or net revenue interest in its Oil and Gas Properties occurring and the reason for such change, (G) attached to the certificate is a list of all Persons disbursing proceeds to the Borrower or to its Subsidiaries, as applicable, from its Oil and Gas Properties, (H) except as set forth on a schedule attached to the certificate, substantially all of the PV-9 of the Proven Reserves of the Borrower and its Subsidiaries evaluated by such Engineering Report are pledged as DIP Collateral for the Obligations and attached to the certificate is a schedule detailing compliance with Section 5.08, and (I) attached to the certificate is a list of any real property other than Oil and Gas Properties acquired since the delivery of the previous Engineering Report;

(h) Defaults. As soon as practicable and in any event within three (3) Business Days after (i) the occurrence of any Default or (ii) the occurrence of any default under any instrument or *[Different first page link-to-previous setting changed from on in original to off in modified.]*  
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document evidencing Debt of the Borrower or any Subsidiary, in each case incurred after the Petition Date, with a principal amount in excess of \$1,000,000, in each case known to any Responsible Officer of the Borrower or any of its Subsidiaries which is continuing on the date of such statement, a statement of a Responsible Officer of the Borrower setting forth the details of such Default or default, as applicable, and the actions which the Borrower or such Subsidiary has taken and proposes to take with respect thereto;

(i) Termination Events. As soon as practicable and in any event (i) within 30 days after (A) the Borrower knows or has reason to know that any Termination Event described in clause (a) of the definition of “Termination Event” with respect to any Plan has occurred, or (B) the Borrower acquires knowledge that any ERISA Affiliate knows that any Termination Event described in clause (a) of the definition of “Termination Event” with respect to any Plan has occurred, and (ii) within 10 days after (A) the Borrower knows or has reason to know that any other Termination Event with respect to any Plan has occurred, or (B) the Borrower acquires knowledge that any ERISA Affiliate knows that any other Termination Event with respect to any Plan has occurred, a statement of a Responsible Officer of the Borrower describing such Termination Event and the action, if any, which the Borrower or such ERISA Affiliate proposes to take with respect thereto;

(j) Termination of Plans. Promptly and in any event within two Business Days after (i) receipt thereof by the Borrower from the PBGC, or (ii) the Borrower acquires knowledge of any ERISA Affiliate’s receipt thereof from the PBGC, copies of each notice received by the Borrower or any such ERISA Affiliate of the PBGC’s intention to terminate any Plan or to have a trustee appointed to administer any Plan;

(k) Other ERISA Notices. Promptly and in any event within five Business Days after (i) receipt thereof by the Borrower from a Multiemployer Plan sponsor, or (ii) the Borrower acquires knowledge of any ERISA Affiliate’s receipt thereof from a Multiemployer Plan sponsor, a copy of each notice received by the Borrower or any ERISA Affiliate concerning the imposition or amount of withdrawal liability pursuant to Section 4202 of ERISA;

(l) Environmental Notices. Promptly upon the receipt thereof by the Borrower or any of its Subsidiaries, a copy of any form of request, notice, summons or citation received from the Environmental Protection Agency, or any other Governmental Authority, concerning (i) violations or alleged violations of Environmental Laws, which seeks to impose liability therefor and could reasonably be expected to cause a Material Adverse Change or (ii) any action or omission on the part of the Borrower or any Subsidiary or any of their former Subsidiaries in connection with Hazardous Waste or Hazardous Substances which could result in the imposition of liability therefor that could reasonably be expected to cause a Material Adverse Change, including any information request related to, or notice of, potential responsibility under CERCLA, or (iii) the filing of a Lien upon, against or in connection with the Borrower or any of its leased or owned Property, wherever located;

(m) Other Governmental Notices. Promptly and in any event within five Business Days after receipt thereof by the Borrower or any Subsidiary, a copy of any notice, summons, citation, or proceeding seeking to modify in any material respect, revoke, or suspend any material contract, license, permit or agreement with any Governmental Authority;

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(n) Material Changes. Prompt written notice of any condition or event of which the Borrower has knowledge, which condition or event has resulted or may reasonably be expected to result in (i) a Material Adverse Change, or (ii) a breach of or noncompliance with, in each case occurring after the Petition Date and other than any breach or noncompliance resulting from the filing of the Chapter 11 Case, any material term, condition, or covenant of any material contract to which the Borrower is a party or by which it or its Properties may be bound;

(o) Disputes, Etc. Prompt written notice of (i) any claims, legal or arbitration proceedings, proceedings before any Governmental Authority, or disputes, or to the knowledge of the Borrower threatened, or affecting the Borrower or any of its Subsidiaries which, if adversely determined, could reasonably be expected to cause a Material Adverse Change, or any material labor controversy of which the Borrower or any of its Subsidiaries has knowledge resulting in or reasonably considered to be likely to result in a strike against the Borrower or any of its Subsidiaries, and (ii) any claim, judgment, Lien or other encumbrance (other than a Permitted Lien) affecting any Property of the Borrower or any Subsidiary if the value of the claim, judgment, Lien, or other encumbrance affecting such Property shall exceed \$1,000,000;

(p) Other Accounting Reports. Promptly upon receipt thereof, a copy of each other report or letter submitted to the Borrower or any Subsidiary by independent accountants in connection with any annual, interim or special audit made by them of the books of the Borrower and its Subsidiaries, and a copy of any response by the Borrower or any Subsidiary of the Borrower, or the board of directors (or other applicable governing body) of the Borrower or any Subsidiary of the Borrower, to such letter or report;

(q) Notices Under Other Loan Agreements. Promptly after the furnishing thereof, copies of any statement, report or notice furnished to any Loan Party pursuant to the terms of any indenture, loan or credit or other similar agreement, other than this Agreement and not otherwise required to be furnished to the Lenders pursuant to any other provision of this Section 5.06;

(r) Casualties and Takings. Any actual or constructive loss by reason of fire, explosion, theft or other casualty, of any Property of any Loan Party or any taking of title to, or the use of, any Property of any Loan Party pursuant to eminent domain or condemnation proceedings or any settlement or compromise thereof, in each case, with a value equal to or greater than \$1,000,000, and a certificate of a Responsible Officer of the Borrower, describing the nature and status of such occurrence;

(s) Claims. Promptly upon (and in any event within three (3) Business Days) a Responsible Officer's having knowledge thereof, notify the Administrative Agent and the Lenders of any asserted or threatened claim (whether arising prior, on, or subsequent to, the Petition Date) in an amount in excess of \$1,000,000 or in a contingent amount that could reasonably be expected to be in excess of \$1,000,000; and

(t) Furnish to each Arranger (so long as it or its Affiliate is a Lender), and their respective counsel and financial advisors, as they become available, and without the need of any such Person to make a request therefor, full copies of any preliminary and final bids and any draft or final purchase and sale agreements received during the marketing process for the Borrower's Property and assets;

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provided such copies may contain redaction of bidders' names if such redaction is customary at the then relevant stage of the bidding process.

Section 5.07 Securities Law Filings and other Public Information. Promptly after the same are available, copies of all annual, regular, periodic and special reports, proxy or financial statements, and registration statements which the Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Exchange Act or any other securities Governmental Authority, and not otherwise required to be delivered to the Administrative Agent pursuant hereto; provided that information required to be delivered pursuant to this Section 5.07 shall be deemed to have been delivered on the date on which such information has been posted on "EDGAR".

Section 5.08 Filings and Motions. Except to the extent that exigent circumstances or fiduciary duties require otherwise, the Borrower will use commercially reasonable efforts to provide draft copies of all material motions, pleadings, and documents other than professional retention applications or fee applications that the Debtor intends to file with the Bankruptcy Court to counsel to any Lender designated in writing by such Lender to Borrower and to counsel to the Administrative Agent at least three (3) days (or such shorter period as agreed to by the Administrative Agent) before the date on which Borrower intends to file such documents. The Borrower shall consult in good faith with counsel to the Administrative Agent regarding the form and substance of such documents.

Section 5.09 Post-Closing Deliverables. The Borrower shall deliver (or cause to be delivered) the following to the Administrative Agent not later than twenty five (25) days following the Initial Facility Effective Date:

(a) a favorable opinion of local counsel to the Borrower in each jurisdiction where a Mortgage will be filed in connection with the granting of Liens over the DIP Collateral in form and covering such customary matters as Administrative Agent may reasonably request;

(b) property insurance certificates and endorsements naming the Administrative Agent loss payee and liability insurance certificates and endorsements naming the Administrative Agent as additional insured, as applicable, and evidencing insurance which meets the requirements of this Agreement and the Security Instruments, and otherwise reasonably satisfactory to the Administrative Agent;

(c) certificates of authority from the States of Wyoming, Colorado and New Mexico for the Borrower evidencing the Borrower's qualification to do business in such states; and

(d) control agreements in a form reasonably acceptable to the Administrative Agent with each depository, securities intermediary and commodities intermediary with respect to each deposit, securities and commodity account maintained by the Borrower with such Person and including the Borrower's primary operating account; provided, however, the no control agreement shall be required with respect to any Excluded Accounts.

Section 5.10 Other Information. The Borrower shall furnish such other information respecting the business or Properties, or the condition or operations, financial or otherwise, of the

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Borrower or any of its Subsidiaries, as any Lender through the Administrative Agent may from time to time reasonably request.

The Administrative Agent agrees to provide the Lenders with copies of any material notices and information delivered solely to the Administrative Agent pursuant to the terms of this Agreement.

Section 5.11 Maintenance of Property. Subject to any necessary order or authorization of the Bankruptcy Court and Section 6.04, the Borrower shall, and shall cause each of its Subsidiaries to, maintain their owned, leased, or operated Property in good condition and repair, ordinary wear and tear excepted; provided that the Borrower shall not be required to, or to cause its Subsidiaries to, rework, recomplete, redrill or otherwise maintain any well or production facility when, in the reasonable judgment of a prudent operator, it would be imprudent or uneconomic to do so, and shall abstain, and cause each of its Subsidiaries to abstain from, knowingly or willfully permitting the commission of waste or other injury, destruction, or loss of natural resources (other than by depletion through producing such reserves), or the occurrence of pollution, contamination, or any other condition in, on or about the owned or operated Property involving the Environment that could reasonably be expected to result in Response activities and that could reasonably be expected to cause a Material Adverse Change. To the extent the Borrower or any Subsidiary is not the operator of an Oil and Gas Property, the Borrower or such Subsidiary shall not be obligated to directly perform any undertaking contemplated by the covenants and agreements contained in this Section 5.11 which are performable only by such operator and are beyond the control of the Borrower or such Subsidiary, but shall be obligated to seek to enforce such operator's contractual obligations to maintain, develop and operate the Oil and Gas Properties subject to such operating agreements and use commercially reasonable efforts to cause the operator to comply with the obligations under this Section 5.11.

Section 5.12 Agreement to Pledge. The Borrower shall (a) and shall cause each Subsidiary to, grant to the Administrative Agent an Acceptable Security Interest in all personal Property of the Borrower or any Subsidiary now owned or hereafter acquired, including without limitation 100% of the Equity Interests owned in each direct or indirect Subsidiary of the Borrower, and (b) and shall cause each Subsidiary to, grant to the Administrative Agent an Acceptable Security Interest on substantially all of the Properties of the Borrower and its Subsidiaries including the Oil and Gas properties based on its most recently delivered Engineering Report, and, in each case, if requested by the Administrative Agent, provide an opinion of local counsel covering the Security Instrument pursuant to which such Acceptable Security Interest is granted. If the Administrative Agent or the Majority Lenders request an Acceptable Security Interest in any Improved Property pursuant to clause (c) above, the Borrower shall promptly deliver notice of such request to all Lenders, together with a description of such Improved Property, including the address and legal description of such Improved Property. Notwithstanding the foregoing, however, Liens and security interests on Improved Property requested pursuant to clause (c) above shall not be granted prior to the date that is the later of (i) 14 days after the Borrower delivers to the Administrative Agent and each Lender the notice required by the immediately preceding sentence, and (ii) two Business Days after the Borrower or the Administrative Agent delivers to each Lender evidence of the Borrower's compliance with Section 5.02(c) with respect to such Improved Property.

Section 5.13 Title and Royalty Evidence. The Borrower shall from time to time upon the reasonable request of the Administrative Agent, take such actions and execute and deliver such documents and instruments as the Administrative Agent shall require to ensure that the Administrative Agent shall, at all times, have received satisfactory title and royalty evidence (including, pay decks and,

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if requested, supplemental or new title opinions, landman title reports or other title materials) as to Oil and Gas Properties with a PV-9 value (as reasonably determined by the Administrative Agent) of at least 80% of the PV-9 of the Proven Reserves of the Borrower and its Subsidiaries as reasonably determined by the Administrative Agent, which title evidence shall be in form and substance acceptable to the Administrative Agent in its sole discretion and shall include title materials regarding the before-payout and after-payout ownership interests held by the Borrower and the Borrower's Subsidiaries, for all wells located on the Oil and Gas Properties covered thereby as to the ownership of Oil and Gas Properties of the Borrower and its Subsidiaries.

Section 5.14 Further Assurances; Cure of Title Defects. The Borrower shall, and shall cause each Subsidiary to, cure promptly any defects in the creation and issuance of the Notes and the execution and delivery of the Security Instruments and this Agreement. The Borrower hereby authorizes the Lenders or the Administrative Agent to file any financing statements without the signature of the Borrower to the extent permitted by applicable Legal Requirements in order to perfect or maintain the perfection of any security interest granted under any of the Loan Documents. Borrower shall ensure that the Administrative Agent at all times has an Acceptable Security Interest on substantially all of the Properties of the Borrower and its Subsidiaries. If any certificate delivered pursuant to Section 5.06(g) demonstrates that the Oil and Gas Properties of the Borrower and its Subsidiaries in which the Administrative Agent has an Acceptable Security Interest comprise less than substantially all of the PV-9 of the Proven Reserves of the Borrower and its Subsidiaries, the Borrower shall, or shall cause its Subsidiaries to promptly, but in any event within 14 days of the delivery of such certificate, grant to the Administrative Agent an Acceptable Security Interest in additional Oil and Gas Properties of the Borrower or the Subsidiaries as necessary to cause the PV-9 of the Proven Reserves of the Borrower and its Subsidiaries in which Administrative Agent has an Acceptable Security Interest to constitute substantially all of the PV-9 of the Proven Reserves of the Borrower and its Subsidiaries. The Borrower at its expense will, and will cause each Subsidiary to, promptly execute and deliver to the Administrative Agent upon request all such other documents, agreements and instruments to comply with or accomplish the covenants and agreements of the Borrower or any Subsidiary, as the case may be, in the Security Instruments and this Agreement, or to further evidence and more fully describe the DIP Collateral intended as security for the Obligations, or to correct any omissions in the Security Instruments, or to state more fully the security obligations set out herein or in any of the Security Instruments, or to perfect, protect or preserve any Liens created pursuant to any of the Security Instruments, or to make any recordings, to file any notices or obtain any consents, all as may be necessary or appropriate in connection therewith or to enable the Administrative Agent to exercise and enforce its rights and remedies with respect to any DIP Collateral. Within 60 days after (a) a request by the Administrative Agent or the Lenders to cure any title defects or exceptions which are not Permitted Liens raised by such information within such 80% requirement, or (b) a notice by the Administrative Agent that the Borrower has failed to comply with Section 5.10, the Borrower shall (i) cure such title defects or exceptions which are not Permitted Liens or substitute acceptable Oil and Gas Properties with no title defects or exceptions except for Permitted Liens covering DIP Collateral of an equivalent value, and (ii) deliver to the Administrative Agent satisfactory title evidence (including supplemental or new title opinions meeting the foregoing requirements) in form and substance acceptable to the Administrative Agent in its reasonable business judgment as to the Borrower's and its Subsidiaries' ownership of such Oil and Gas Properties and the Administrative Agent's Liens and security interests therein as are required to maintain compliance with Section 5.10.

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Section 5.15 Deposit and Securities Accounts. The Borrower shall, and shall cause each of its Subsidiaries to, (a) maintain all of its cash and Liquid Investments (including proceeds of Advances) in operating accounts, other deposit accounts, and other bank accounts held at the Administrative Agent or any Lender or any Affiliate of a Lender, and (b) cause each such account and each other securities account, in each case, other than any Excluded Account, to be subject to an account control agreement reasonably acceptable in form and substance to the Administrative Agent. Notwithstanding [anything in this Agreement to the foregoing](#) ~~contrary~~, the Borrower may maintain (i) a deposit account not subject to a control agreement containing funds not to exceed \$4,000,000 in the aggregate with a bank located in Wyoming for purposes of complying with Wyoming law ~~and~~, (ii) the Utility Deposit Account at its current bank without such account being subject to a control agreement [and \(iii\) the San Juan Sale Escrow Account](#).

Section 5.16 Subordination. The Borrower will cause MorningStar and each Affiliate of any Loan Party or MorningStar that operates any of the Borrower's or any Loan Parties' Oil and Gas Properties to subordinate pursuant to agreements in form and substance satisfactory to the Administrative Agent, any operators Liens or other Liens in favor of such Person in respect of such Oil and Gas Properties to the Liens in favor of the Secured Parties (including pursuant to the MorningStar Consent).

Section 5.17 Compliance with Anti-Corruption Laws, Anti-Money Laundering Laws, and Sanctions. Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws, Anti-Money Laundering Laws, and applicable Sanctions.

Section 5.18 Beneficial Ownership Regulation Documentation. Promptly following any request therefor, the Borrower shall provide information and documentation reasonably requested in writing by the Administrative Agent or any Lender for purposes of compliance with the Beneficial Ownership Regulation.

Section 5.19 Notices of DIP Orders. Borrower shall give, on a timely basis as specified in the Interim Order or the Final Order, as applicable, all notices required to be given to all parties specified in the Interim Order or Final Order, as applicable.

Section 5.20 Use of Proceeds.

(a) The proceeds of the Borrowings shall be used by the Borrower to (i) pay certain costs and expenses of administering the Chapter 11 Case and transaction costs, (ii) fund the working capital needs, capital improvements and other general corporate purposes of the Borrower and its Subsidiaries in accordance with the Approved Budget and to make adequate protection payments as authorized by the Bankruptcy Court in the DIP Orders, (iii) to pay obligations arising from or related to the Carve Out, (iv) to pay structuring costs incurred in connection with the Chapter 11 Case and (v) make the other payments provided for in the DIP Orders.

(b) The proceeds of the Advances shall be applied by the Borrower for uses solely to the extent that any such application of proceeds shall be in compliance with the then-effective Approved Budget pursuant to the terms set forth in [Section 5.21](#), including the Permitted Variances.

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(c) No portion of the proceeds of any Advance shall be used in any manner that causes such Advance or the application of such proceeds to violate Regulation T, Regulation U or Regulation X of the FRB or any other regulation thereof.

(d) No portion of the proceeds of any Advance, nor any other cash collateral of the Loan Parties, shall be used to (i) to permit any Loan Party or any other party in interest or its representatives to challenge or otherwise contest or institute any proceeding to determine (A) the validity, perfection or priority of security interests in favor of any of the Administrative Agent, the Prepetition Credit Agreement Agent, the Lenders or the Prepetition RBL Lenders, any Secured Swap Provider (as defined in the Prepetition Credit Agreement), any Secured Cash Management Provider (as defined in the Prepetition Credit Agreement), any Banking Services Provider, any Lender or (Affiliate) providing Banking Services or (B) the enforceability of the obligations of any Loan Party hereunder or under any Loan Document or under the Prepetition Credit Agreement or any Loan Document (as defined in the Prepetition Credit Agreement), or (ii) except as otherwise expressly permitted by Paragraph 14 of the Interim Order (and any corresponding provision in the Final Order), to investigate, commence, or prosecute any claim, motion, proceeding or cause of action against any of the Administrative Agent, the Lenders, the Prepetition Credit Agreement Agent, the Prepetition RBL Lenders, the Secured Swap Providers (as defined in the Prepetition Credit Agreement) the Secured Cash Management Providers (as defined in the Prepetition Credit Agreement) the Banking Services Provider or any Swap Counterparty party to a Hedge Contract with the Borrower each in such capacity, and their respective agents, attorneys, advisors or representatives, including any lender liability claims or subordination claims.

Section 5.21 Approved Budget Update; Cash Reporting.

(a) On or before 5:00 pm, central time, on February 7, 2020, and on the date of each four week anniversary of such date occurring thereafter (each, a “Reporting Date”), the Borrower will provide to the Administrative Agent and the Lenders a new updated rolling thirteen (13)-week budget covering the 13-week period commencing on the applicable Reporting Date, which update shall contain line items substantially similar to the Initial Budget and all other supporting information reasonably requested by the Administrative Agent and/or the Majority Lenders, in each case, in form and substance satisfactory to the Administrative Agent (such approval not to be unreasonably withheld or delayed) (each such updated 13-week budget, as applicable, the “Budget”). Within five (5) Business Days after receipt by the Administrative Agent of each new updated Budget, the Administrative Agent shall deliver written notice to the Borrower indicating whether or not such updated Budget is in form and substance satisfactory to the Administrative Agent (such approval not to be unreasonably withheld or delayed) and, upon receipt of written notice of the approval of such updated Budget, such updated Budget shall supplement and replace the prior Approved Budget and shall constitute the Approved Budget for all purposes herein beginning on the day immediately following such five-Business Day period; provided that if the Administrative Agent delivers written notice to the Borrower within such five-Business Day period indicating that such updated Budget is not in form and substance reasonably satisfactory to the Administrative Agent, the most recent preceding Approved Budget shall continue as the then-effective Approved Budget until the day immediately following the delivery of an updated Approved Budget in form and substance satisfactory to the Administrative Agent (such approval not to be unreasonably withheld or delayed).

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(b) On or before 5:00 pm, central time, on (i) the first Friday (or, if such Friday is not a Business Day, the immediately preceding Business Day) following each Reporting Date (each such Friday, a “Testing Date”) and (ii) the third Friday (or, if such Friday is not a Business Day, the immediately preceding Business Day) following each Reporting Date (each such Friday, an “Alternate Testing Date”) and, together with each Testing Date, a “Variance Testing Date”), commencing with the first such Variance Testing Date to occur after the Interim Facility Effective Date, the Borrower will provide to the Administrative Agent and the Lenders a variance report tested as of the most recent Variance Testing Date for the immediately preceding four-week period then ended (each such period, a “Testing Period”) and each such report, a “Variance Report”), in form and substance reasonably satisfactory to the Administrative Agent, detailing the following:

(i) the actual cash receipts, expenditures and disbursements of the Borrower for the applicable Testing Period and principal amount of Advances and the Aggregate Liquidity as of the end of the applicable Testing Period; and

(ii) any variance in dollar amounts and percentage (whether positive or negative) between (1) the aggregate expenditures and disbursements made during such Testing Period by the Borrower, (2) the actual cash receipts of the Borrower during such Testing Period, (3) the outstanding principal amount of Advances as of the end of such Testing Period, and (4) the actual Aggregate Liquidity as of the end of such Testing Period, from the corresponding budgeted amounts for, or as applicable, as of the end of, the corresponding period for those expenditures and disbursements, cash receipts, outstanding principal amount of Advances and Aggregate Liquidity, respectively, set forth in the applicable Approved Budget for the proceeding Testing Period.

#### Section 5.22 Reorganization Matters.

(a) The Borrower will cause in accordance with applicable law and with proper notice for the hearing for the approval of the Final Order to be given.

(b) The Borrower will seek to cause the Final Order to provide that the Obligations constitute allowed administrative expense claims in the Chapter 11 Case having priority over all administrative expense claims and unsecured claims against the Loan Parties now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expense claims of the kind specified in sections 105, 326, 330, 331, 365, 503(b), 506(c) (solely after entry of the Final Order), 507(a), 507(b), 546(c), 1113, 1114 or any other provision of the Bankruptcy Code or otherwise, as provided under section 364(c)(1) of the Bankruptcy Code, subject, as to priority and as to payment (subject to the Approved Budget and to applicable interim compensation procedures reasonably acceptable to the Administrative Agent), to the Carve Out and subject to such other exceptions, if any, as are expressly set forth in the Final Order.

(c) The Borrower will seek to cause pursuant to Section 364(c)(1) of the Bankruptcy Code and the Final Order, that all Obligations and all other obligations of the Loan Parties under the Loan Documents constituting Superpriority Claims to be allowed by the Bankruptcy Court, and such Superpriority Claims to at all times be senior to the rights of Loan Parties, the estates of Loan Parties, and any successor trustee or estate representative in the Chapter 11 Case or any subsequent proceeding or case under the Bankruptcy Code, subject only to the Carve Out.

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Section 5.23 Milestones. Borrower shall take the following actions by the following dates (such dates, collectively, the “Chapter 11 Milestones”):

(a) the Borrower shall have obtained approval of the Interim Order by the date that is no later than five (5) days following the Petition Date;

(b) the Borrower shall have obtained approval of the Final Order by the date that is no later than forty (40) days following the Petition Date;

(c) the Borrower shall have circulated a “teaser” for the marketing and sale of the Borrower’s assets and properties to potential buyers by February 3, 2020;

(d) the Borrower shall have provided to the Administrative Agent (i) by February 17, 2020 a draft management presentation and (ii) by February 24, 2020 access to the dataroom to any potential buyer who signs and delivers to the Borrower a customary non-disclosure agreement in form and substance reasonably satisfactory to the Borrower prior to such date; and

(e) On or before September 30, 2020 the Borrower shall have either (i) caused the Bankruptcy Court to have entered a dispositive ruling on the merits of substantially all of the claims asserted in the Wamsutter Litigation or (ii) settled the Wamsutter Litigation in a manner satisfactory to the Administrative Agent and the Majority Lenders in their sole discretion.

~~(e) the Borrower shall have either (i) concluded the marketing process; selected a stalking horse (if any) acceptable to the Administrative Agent, the Majority Lenders, the Prepetition Credit Agreement Agent and a majority (in principal amount) of the Prepetition RBL Lenders for the sale of all or substantially all of the Borrower’s assets and Properties; obtained an order from the Bankruptcy Court approving bidding procedures (the “Approved Bidding Procedures”) acceptable to the Administrative Agent and the Majority Lenders, the Prepetition Credit Agreement Agent and a majority (in principal amount) of the Prepetition RBL Lenders; conducted the auction in accordance with such Approved Bidding Procedures and obtained an Approved Sale Order from the Bankruptcy Court; or (ii) filed a plan of reorganization in form and substance satisfactory to the Administrative Agent, the Majority Lenders, the Prepetition Credit Agreement Agent and a majority (in principal amount) of the Prepetition RBL Lenders and a related disclosure statement in form and substance satisfactory to the Administrative Agent, the Majority Lenders, the Prepetition RBL Lenders and a majority (in principal amount) of the Prepetition RBL Lenders, in the case of (i) and (ii) on or before the date that is 120 days after the Petition Date; and~~

~~(f) unless the Approved Plan of Reorganization is consummated prior to such date, the Approved Sale shall be consummated by the date that is no later than one hundred seventy (170) days following the Petition Date.~~

Section 5.24 Books and Records. The Borrower will maintain, consistent with industry practice, proper books of record and account, in which entries that are full, true and correct in all material respects and are in conformity with GAAP consistently applied shall be made of all financial and other transactions and matters involving the assets, Properties and business of the Borrower.

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## ARTICLE VI NEGATIVE COVENANTS

So long as any Obligation shall remain outstanding, or any Lender shall have any Commitment hereunder, the Borrower agrees to comply with the following covenants:

Section 6.01 Liens, Etc. The Borrower shall not create, assume, incur, or suffer to exist, or permit any of its Subsidiaries to create, assume, incur, or suffer to exist, any Lien on or in respect of any of its Property whether now owned or hereafter acquired, or assign any right to receive income, except that the Borrower and its Subsidiaries may create, incur, assume, or suffer to exist (all of which shall be referred to as "Permitted Liens"):

(a) Liens securing the Obligations and Liens securing the Obligations (as such term is defined in the Prepetition Credit Agreement);

(b) contractual Liens for the benefit of operators of the Oil and Gas Properties or the non-operating interest owners of Oil and Gas Properties, but only to the extent that such operators or non-operating interest owners are not asserting a claim or right to exercise their rights under such contractual liens, except for such claims and rights of operators which such company contests in good faith and for which adequate reserves are maintained according to GAAP;

(c) inchoate Liens imposed by mandatory provisions of law such as for materialmen's, mechanic's, warehousemen's and other like liens arising in the ordinary course of business if the obligations secured by such liens are not yet due and payable or if the same are being contested in good faith and for which adequate reserves are maintained in accordance with GAAP;

(d) Liens for taxes, assessments and governmental charges or levies imposed upon a Person or upon such Person's income or profits or property, if the same are not yet due and payable or if the same are being contested in good faith and for which adequate reserves are maintained in accordance with GAAP;

(e) encumbrances consisting of zoning restrictions, easements, or other restrictions on the use of real property, provided that such do not materially detract from the value or impair the use of real property for the uses intended, and none of which is violated in any material respect by existing or proposed structures or land use;

(f) Liens represented by purchase money security interests in favor of vendors of specified personal property, so long as (i) such Lien secures only obligations under a contract to acquire such specified personal property, (ii) such Lien will be in effect only until the purchase price for such property is paid, and (iii) the Debt secured thereby is permitted;

(g) minor defects and irregularities in title to any Property which does not secure any monetary obligations and which in the aggregate do not materially impair use of such Property for the purposes for which such Property is held by the Borrower and any Subsidiary or materially impair the value of such Property subject thereto;

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(h) Liens arising from Uniform Commercial Code financing statement filings regarding operating leases or consignments entered into by the Borrower or any Subsidiary in the ordinary course of business covering only the Property under lease or consignment, as applicable;

(i) rights of first refusal and preferential rights to purchase entered into in the ordinary course of business;

(j) Liens incurred in the ordinary course of business securing Debt in an aggregate principal amount at any time outstanding in respect of Debt incurred prior to the Petition Date which Debt is not reflected in Schedule 6.02, not to exceed \$500,000 or (ii) in respect of Debt incurred after the Petition Date (other than Debt under the Loan Documents and Debt in respect of Lender Hedging Obligations) not to exceed \$500,000; provided that no Lien securing any such Debt (other than Debt under the Loan Documents and Debt in respect of Lender Hedging Obligations) shall be extended to cover any additional Property not subject to such Lien;

(k) (i) Liens on any Property of the Borrower existing on the Petition Date and set forth on Schedule 6.01(k); *provided* that (A) no such Lien shall at any time be extended to cover any additional Property not subject thereto on the Petition Date and (B) the principal amount of the Debt secured by such Liens shall not be extended, renewed, refunded or refinanced and (ii) Liens in existence on the Petition Date that are perfected on or subsequent to the Petition Date as permitted by Section 546(b) of the Bankruptcy Code;

(l) Prepetition RBL Adequate Protection Liens;

(m) Liens created pursuant to the DIP Order and Liens securing the Utility Deposit Account; ~~and~~

(n) inchoate Liens imposed by applicable law for the benefit of Persons owed royalties in the ordinary course of business; and

(o) rights of set-off and banker's liens arising by operation of law or by the terms of agreements between the Borrower and the applicable depository bank acting as escrow agent in relation to the maintenance or administration of the San Juan Sale Escrow Account.

Section 6.02 Debts, Guaranties, Leases and Other Obligations. The Borrower shall not, and shall not permit any of its Subsidiaries to, create, assume, suffer to exist, or in any manner become or be liable in respect of, any Debt or leases except:

(a) Debt of the Borrower and its Subsidiaries under the Loan Documents;

(b) Debt under Hedge Contracts which are not prohibited by the terms of Section 6.14;

(c) Debt in respect of surety bonds, performance bonds and other similar obligations incurred in the ordinary course of business;

(d) Debt of the Borrower existing on the Petition Date that is set forth on Schedule 6.02 (including Prepetition Credit Agreement Obligations);

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(e) Payment obligations in respect of leases as set forth in the applicable Approved Budget; and

(f) Debt, and payment obligations under operating leases (over their remaining duration), not otherwise permitted under this Agreement in an aggregate amount at any time outstanding not to exceed \$500,000.

Section 6.03 Agreements Restricting Liens and Distributions. The Borrower shall not, nor shall it permit any of its Subsidiaries to, create, incur, assume or permit to exist any contract, agreement or understanding (other than this Agreement and the Security Instruments and the Prepetition Loan Documents) which in any way prohibits or restricts the granting, conveying, creation or imposition of any Lien on any of its Property, or restricts the subsequent transfer of such Property to a third person upon exercise of its remedies (including foreclosure) with respect to such Property, whether now owned or hereafter acquired, to secure the Obligations or restricts any Subsidiary from paying dividends to the Borrower, or which requires the consent of or notice to other Persons in connection therewith, excluding, in the case of Oil and Gas Properties, customary prior consents to assignment or transfer, preferential purchase rights, rights of first refusal, areas of mutual interest and other customary conditions or restrictions to transfer contained in oil and gas leases or other instruments in the chain of title to the affected Property.

Section 6.04 Merger or Consolidation; Asset Sales.

(a) The Borrower shall not, nor shall it permit any of its Subsidiaries, to merge or consolidate with or into any other Person other than the merger of any Subsidiary Guarantor with and into the Borrower, provided that the Borrower shall be the continuing or surviving Person, or another Subsidiary Guarantor.

(b) The Borrower shall not, nor shall it permit any of its Subsidiaries to enter into or effect a Disposition of any of its Properties or to effect a Hedge Termination other than:

(i) the sale of Hydrocarbons in the ordinary course of business;

(ii) the Disposition of equipment that is (A) obsolete, worn out, depleted or uneconomic and disposed of in the ordinary course of business, (B) no longer necessary for the business of such Person, or (C) contemporaneously replaced by equipment of at least comparable use;

(iii) Farmouts of undeveloped acreage to which no Proven Reserves are attributable and assignments in connection with such Farmouts on customary terms;

(iv) Dispositions of Oil and Gas Properties or any interest therein or Subsidiaries owning Oil and Gas Properties provided that (A) the consideration received in respect of such Dispositions shall consist of at least 95% cash, shall not exceed \$100,000 in the aggregate for all such Dispositions, and shall be equal to or greater than the fair market value of the Oil and Gas Property, or any interest therein or Subsidiary subject of such Disposition (as reasonably determined by the governing body of the Borrower and, if requested by the Administrative Agent, the Borrower shall deliver a certificate of a Responsible Officer of the Borrower certifying to that effect), and (B) if any such Disposition is of a Subsidiary owning Oil and Gas Properties, such Disposition shall include all

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the Equity Interests of such Subsidiary (or such Subsidiary shall be dissolved substantially simultaneously with such Disposition);

(v) [Reserved];

(vi) Dispositions of capital stock of any Subsidiary to Borrower or another Subsidiary Guarantor, provided that the Borrower has delivered to the Administrative Agent at least five days' prior written notice of such Disposition;

(vii) [Reserved]; and

(viii) Dispositions caused by loss, theft, substantial damage or destruction of Properties.

Section 6.05 Restricted Payments; Payments of Certain Debt.

(a) The Borrower shall not, nor shall it permit any of its Subsidiaries to, make any Restricted Payments, except that:

(i) any Subsidiary may declare and make Restricted Payments to the Borrower; and

(ii) the Borrower may pay the Fixed Fee to MorningStar pursuant to the Management Services Agreement.

(b) The Borrower shall not, nor shall it permit any of its Subsidiaries to, make any principal or other payments in respect of Debt incurred pursuant to Section 6.02(d) other than (i) fees to the Prepetition Credit Agreement Agent, (ii) adequate protection payments authorized by the applicable DIP Order and (iii) payments (other than minimum volume payments) in respect of Debt listed in Item 3 of Schedule 6.02.

Section 6.06 Investments. The Borrower shall not, nor shall it permit any of its Subsidiaries to, make or permit to exist any loans, advances, or capital contributions to, or make any investment in (including the making of any Acquisition), or purchase or commit to purchase any stock or other securities or evidences of indebtedness of or interests in any Person (such loans, advances, capital contributions to, making investments in (including the making of any Acquisition), or purchasing or committing to purchase any stock or other securities or evidences of indebtedness of or interests in any Person, collectively, "Investments"), except:

(a) Liquid Investments;

(b) creation of any additional Subsidiaries in compliance with Section 6.15;

(c) Investments made in the ordinary course of business as a means of actively exploiting, exploring for, acquiring, developing, processing, gathering, marketing or transporting oil and gas through agreements, transactions, interests or arrangements which provide for the sharing of risks or costs, jointly with third parties, including entering into operating agreements, working interests, royalty interests, mineral leases, processing agreements, Farmouts, farm-in agreements, division

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orders, contracts for the sale, transportation or exchange of oil and natural gas, unitization and pooling declarations and agreements and area of mutual interest agreements, production sharing agreements or other similar or customary agreement, transactions, properties, interest and investments and expenditures in connection therewith; provided that (i) no such investment includes an investment in any Equity Interest in a Person, (ii) any Debt incurred or Lien granted or permitted to exist in connection with any such Investments is otherwise permitted under Section 6.01 or Section 6.02, respectively, and (iii) each such Investment is taken into account in computing the net revenue interests and working interests of the Borrower or any of its Subsidiaries set forth in the most recent WI/NRI Schedule;

(d) Investments in Oil and Gas Properties; provided that (i) any Debt incurred or Lien granted or permitted to exist in connection with any such Investments is otherwise permitted under Section 6.01 or Section 6.02, respectively, (ii) the Borrower shall be in compliance with the covenants set forth in ~~(A) Sections 5.12 and 5.13~~ with respect to such Oil and Gas Properties, ~~and (B) Sections 6.17 and 6.18~~, on a pro forma basis after giving effect to such Investment, as though such Investment had been made as of the last day of the immediately preceding fiscal quarter, and (iii) no Default or Event of Default exists or would be caused thereby;

(e) [Reserved];

(f) Investments consisting of Hedge Contracts permitted under Section 6.14;

(g) [Reserved]; and

(h) Investments by the Borrower and its Subsidiaries not otherwise permitted under this Section 6.06 in an aggregate amount not to exceed \$1,000,000.

Section 6.07 Affiliate Transactions. The Borrower shall not, nor shall it permit any of its Subsidiaries or any other Loan Party to, directly or indirectly, enter into or permit to exist any transaction or series of transactions (including the purchase, sale, lease or exchange of Property, the making of any investment, the giving of any guaranty, the assumption of any obligation or the rendering of any service) with any of their Affiliates (other than the Borrower and the other Loan Parties) unless such transaction or series of transactions is on terms no less favorable to the Borrower, the Subsidiary, or the Loan Party, as applicable, than those that could be obtained in a comparable arm's length transaction with a Person that is not such an Affiliate. The following transactions are deemed a permitted transaction under this Section 6.07: (a)(i) any amounts paid to MorningStar by the Borrower pursuant to the Management Services Agreement, (ii) the amount of payment for the reimbursement of out-of-pocket expenses to any subsidiaries of MorningStar that provide the Borrower with outsourced employees or field-level workers and (iii) any Affiliates on account of royalty or working interests in the ordinary course of business and consistent with prepetition practices and dealings, (b) those Transaction Documents, as amended or modified to the extent permitted by this Agreement, between Borrower and MorningStar, and (c) transactions or arrangements (i) in place as of the Petition Date (including contractual obligations in place at such time), (ii) approved by the Bankruptcy Court pursuant to the *Debtor's Motion for Entry of an Order Authorizing Entry into Amendment to Management Services Agreement* (Docket No. 77) or (iii) otherwise approved by the Bankruptcy Court

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pursuant to an order in form and substance satisfactory to the Administrative Agent and the Majority Lenders.

Section 6.08 Compliance with ERISA. The Borrower shall not, nor shall it permit any of its Subsidiaries to, directly or indirectly, (a) engage in, or permit any Subsidiary or any ERISA Affiliate to engage in, any transaction in connection with which the Borrower, any Subsidiary or any ERISA Affiliate could be subjected to either a civil penalty assessed pursuant to section 502(c), (i) or (l) of ERISA or a tax imposed by Chapter 43 of Subtitle D of the Code, in either case, in excess of \$1,000,000, (b) terminate, or permit any Subsidiary or ERISA Affiliate to terminate, any Plan in a manner, or take any other action with respect to any Plan, which could result in any liability to the Borrower, any Subsidiary or any ERISA Affiliate to the PBGC in excess of \$1,000,000, (c) fail to make, or permit any Subsidiary or ERISA Affiliate to fail to make, full payment when due of all amounts which, under the provisions of any Plan, agreement relating thereto or applicable Legal Requirement, the Borrower, a Subsidiary or any ERISA Affiliate is required to pay as contributions thereto, (d) permit to exist, or allow any Subsidiary or ERISA Affiliate to permit to exist, any unpaid minimum required contribution within the meaning of Section 302 of ERISA or Section 412 of the Code, whether or not waived, with respect to any Plan, (e) permit, or allow any Subsidiary or any ERISA Affiliate to permit, the actuarial present value of the benefit liabilities (as “actuarial present value of the benefit liabilities” shall have the meaning specified in section 4041 of ERISA) under any Plan to exceed the current value of the assets (computed on a plan termination basis in accordance with Title IV of ERISA) of such Plan allocable to such benefit liabilities by more than \$1,000,000, (f) contribute to or assume an obligation to contribute to, or permit any Subsidiary or any ERISA Affiliate to contribute to or assume an obligation to contribute to, any Multiemployer Plan in excess of \$1,000,000, (g) acquire, or permit any Subsidiary or any ERISA Affiliate to acquire, an interest in any Person that causes such Person to become an ERISA Affiliate if such Person sponsors, maintains or contributes to, or at any time in the six-year period preceding such acquisition has sponsored, maintained, or contributed to, (i) any Multiemployer Plan under which any Subsidiary or ERISA Affiliate would have an obligation to contribute more than \$1,000,000, or (ii) any Plan under which the actuarial present value of the benefit liabilities under such Plan exceeds the current value of the assets (computed on a plan termination basis in accordance with Title IV of ERISA) of such Plan allocable to such benefit liabilities by more than \$1,000,000, (h) incur, or permit any Subsidiary or ERISA Affiliate to incur, a liability to or on account of a Plan under section 515, 4062, 4063, 4064, 4201 or 4204 of ERISA, (i) contribute to or assume an obligation to contribute to, or permit any Subsidiary or any ERISA Affiliate to contribute to or assume an obligation to contribute to, any employee welfare benefit plan, as defined in section 3(1) of ERISA, including any such plan maintained to provide benefits to former employees of such entities, that may not be terminated by such entities in their sole discretion at any time without any material liability, or (j) permit to exist any occurrence of any Reportable Event, or any other event or condition, which presents a material (in the opinion of the Majority Lenders) risk of a termination by the PBGC of any Plan.

Section 6.09 Sale-and-Leaseback. The Borrower shall not, nor shall it permit any of its Subsidiaries to, sell or transfer to a Person any Property, whether now owned or hereafter acquired, if at the time or thereafter the Borrower or a Subsidiary shall lease as lessee such Property or any part thereof or other Property which the Borrower or a Subsidiary intends to use for substantially the same purpose as the Property sold or transferred.

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Section 6.10 Change of Business. The Borrower shall not, nor shall it permit any of its Subsidiaries to operate or carry on business in any jurisdiction other than the United States, nor will the Borrower or any Subsidiary make any material change in the character of its business as an independent oil and gas exploration and production company.

Section 6.11 Organizational Documents, Name Change. The Borrower shall not, nor shall it permit any of its Subsidiaries to, amend, supplement, modify or restate their articles or certificate of formation, limited liability company agreement, limited partnership agreements, or other equivalent organizational documents or amend its name or change its jurisdiction of incorporation, organization or formation, in any case, without prior written notice to, and prior written consent of, the Administrative Agent, except that the Borrower or any of its Subsidiaries may: (a) make changes to the exhibits to the Borrower LLC Agreement if the corresponding change is permitted under Section 6.16(a), and (b) make immaterial or clerical corrections that are not adverse to the Administrative Agent or the Lenders if the Administrative Agent is given five Business Days' advance written notice and the Administrative Agent fails to object to such change; provided that no change to the name, jurisdiction of formation, or type of entity may be made without the Administrative Agent's prior consent.

Section 6.12 Use of Proceeds. The Borrower will not engage in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U). Neither the Borrower nor any Person acting on behalf of the Borrower has taken or shall take, nor permit any of the Borrower's Subsidiaries to take any action which might cause any of the Loan Documents to violate Regulation T, U or X or any other regulation of the Board of Governors of the Federal Reserve System or to violate Section 7 of the Exchange Act or any rule or regulation thereunder, in each case as now in effect or as the same may hereinafter be in effect, including the use of the proceeds of any Advance to purchase or carry any margin stock in violation of Regulation T, U or X. The Borrower shall not, directly or indirectly, use the proceeds of the Advances, or lend, contribute or otherwise make available such proceeds to Borrower, any Subsidiary or any other Person for any purpose which would result in a violation of any Sanctions, Anti-Corruption Laws, or Anti-Money Laundering Laws by any Person (including any Person participating in the Advances whether as an underwriter, advisor, investor or otherwise).

Section 6.13 Gas Imbalances, Take-or-Pay or Other Prepayments. Borrower shall not, nor shall it permit any of its Subsidiaries to, allow Gas Imbalances, take-or-pay or other prepayments with respect to the Oil and Gas Properties of the Borrower or any Subsidiary which would require the Borrower or any Subsidiary to deliver their respective Hydrocarbons produced on a monthly basis from such Oil and Gas Properties at some future time without then or thereafter receiving full payment therefor, other than Gas Imbalances, take-or-pay or other prepayments incurred in the ordinary course of business and which Gas Imbalances, take-or-pay, or other prepayments and balancing rights, in the aggregate, do not result in the Borrower or any Subsidiary Guarantor having net aggregate liability at any time in excess of an amount equal to 4% of the Proven Reserves that are categorized as "proved, developed and producing" on the most recently delivered Engineering Report.

Section 6.14 Limitation on Hedging. The Borrower shall not, nor shall it permit any of its Subsidiaries to, enter into any Hedge Contract or Gas Sales Contract other than:

(a) Hedge Contracts in respect of interest rates entered into in the ordinary course of business and not for purposes of speculation that (i) result in any Debt of the Borrower or any of its

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Subsidiaries that is subject to a floating interest rate to be effectively subject to a fixed interest rate or that otherwise mitigate or minimize the Borrower's or its Subsidiary's exposure to fluctuations in the applicable floating interest rate, (ii) at the time such each such Hedge Contract is entered into, do not cause the aggregate notional amount of all outstanding Hedge Contracts in respect of interest rates to exceed 100% of the then outstanding principal balance of such floating rate Debt, (iii) do not have a scheduled term that extends beyond the scheduled maturity date of the floating rate Debt related to such Hedge Contract, (iv) do not require the Borrower or any of its Subsidiaries to post money, assets or any other property (other than the DIP Collateral under the Security Instruments) as security against the event of its non-performance, and (v) are entered into with a Person that is a Lender or an Affiliate of a Lender;

(b) Hedge Contracts in respect of Hydrocarbons entered into in the ordinary course of business and not for purposes of speculation that (i) fix or otherwise hedge Borrower's or any of its Subsidiary's exposure to fluctuations in the prices of oil, natural gas (and natural gas liquids), (ii) have a term not to exceed three years, (iii) do not cause the aggregate notional volume of all outstanding Hedge Contracts in respect of each of oil, natural gas and natural gas liquids, calculated separately, and (other than basis differential swaps in respect of volumes of oil, natural gas and natural gas liquids already hedged pursuant to other Hedge Contracts) to exceed 90% of the Borrower's or the applicable Subsidiary's anticipated aggregate monthly production of each of oil and natural gas (including natural gas liquids), calculated separately, (iv) do not require the Borrower or any of its Subsidiaries to post money, assets or any other property (other than the DIP Collateral under the Security Instruments) as security against the event of its non-performance, and (v) are entered into with a Person that is a Lender or an Affiliate of a Lender. For the purpose of calculations to be made under this Section 6.14(b), the Borrower may, in its discretion, include natural gas liquids production in natural gas or crude oil so long as the Borrower is in compliance with the preceding restrictions;

(c) Gas Sales Contracts entered into in the ordinary course of business, and not for purposes of speculation that (i) have a term not to exceed five years, (ii) do not cause the aggregate notional volume of all outstanding Gas Sales Contracts permitted under this Section 6.14(c) in respect of each of oil, natural gas and natural gas liquids, calculated separately, to exceed 90% of the Borrower's or the applicable Subsidiary's anticipated aggregate monthly production of each of oil, natural gas and natural gas liquids, calculated separately, and (iii) do not require the Borrower or any of its Subsidiaries to post money, assets or any other property as security against the event of its non-performance and are otherwise unsecured;

(d) Gas Sales Contracts entered into in the ordinary course of business, and not for purposes of speculation that (i) have a term not to exceed five years, (ii) do not require the Borrower or any of its Subsidiaries to post money, assets or any other property (other than the DIP Collateral under the Security Instruments) as security against the event of its non-performance, and (iii) are entered into with a Person that is a Lender or an Affiliate of a Lender; and

(e) Hedge Contracts entered into by the Borrower prior to the Petition Date and set forth on Schedule 4.20;

provided that notwithstanding the foregoing provisions of this Section 6.14, the Borrower shall not and shall not permit any Subsidiary to enter into any such Hedge Contracts or Gas Sale Contracts described

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in this Section 6.14 without the prior written consent of the Administrative Agent with the consent of the Majority Lenders in their sole discretion.

Section 6.15 Additional Subsidiaries. The Borrower shall not, nor shall it permit any of its Subsidiaries to, create or acquire any additional Subsidiaries without (a) prior written notice to the Administrative Agent and the Lenders, (b) such new Subsidiary executing and delivering to the Administrative Agent, at its request, a Guaranty, a Pledge Agreement (if applicable), a Security Agreement and a Mortgage (if applicable), or joinders to the existing Loan Documents, as applicable, and such other Security Instruments as the Administrative Agent or the Majority Lenders may reasonably request, (c) the equity holder of such Subsidiary executing and delivering to the Administrative Agent a Pledge Agreement pledging 100% of the Equity Interest owned by such equity holder of such Subsidiary along with the certificates pledged thereby, if any, and appropriately executed stock powers in blank, if applicable, and (d) the delivery by the Borrower and such Subsidiary of any certificates, opinions of counsel, title opinions or other documents as the Administrative Agent may reasonably request relating to such Subsidiary.

Section 6.16 Additional Restrictions Regarding Certain Documents. In addition to the restrictions set forth elsewhere in this Agreement, the Borrower shall not, nor shall it permit any Subsidiary to, or take any action causing or permitting any Subsidiary to:

(a) amend the Borrower LLC Agreement, the certificate of formation or the other organizational documents of any Subsidiary or the Borrower, or change the name or jurisdiction of organization of any Subsidiary or the Borrower, in each case, without prior written notice to, and prior written consent of, the Administrative Agent, unless such amendment, change or modification could not reasonably be expected to (i) impair (A) the Borrower's and its Subsidiaries' ability to pay the Obligations, (B) the DIP Collateral (including without limitation the Borrower's, the Administrative Agent's or the Secured Parties' rights under the Management Services Agreement or MorningStar Consent) or the Secured Parties' recourse thereto, or (C) the ability of the Secured Parties to enforce any of the Obligations, or (ii) be materially adverse to the Secured Parties in any other respect;

(b) waive any default under or breach of, any provision of, the Management Services Agreement, or waive, fail to enforce, forgive or release any right, interest or entitlement of any kind, howsoever arising, under or in respect of any provisions of the Management Services Agreement without prior written notice to and prior written consent of the Administrative Agent, unless such waiver, failure to enforce or release could not reasonably be expected to (i) impair (A) the Borrower's ability to pay the Obligations, (B) the DIP Collateral (including without limitation the Borrower's, the Administrative Agent's or the Secured Parties' rights under the Management Services Agreement or MorningStar Consent) or the Secured Parties' recourse thereto, or (C) the ability of the Secured Parties to enforce any of the Obligations, or (ii) be materially adverse to the Secured Parties in any other respect; or

(c) amend or otherwise modify the Transaction Documents (other than those described in clause (a)) without prior written notice to, and prior written consent of, the Administrative Agent.

Section 6.17 [Reserved].

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Section 6.18 [Reserved].

Section 6.19 [Reserved].

Section 6.20 Approved Budget Variances. As of any Variance Testing Date, for the Testing Period ending on such Variance Testing Date, the Borrower shall not allow the total operating disbursements as set forth in the Approved Budget made by the Borrower during such Testing Period (excluding disbursements in respect of Professional Fees, professional fees incurred in the Chapter 11 Case by the Administrative Agent and the Prepetition Credit Agreement Agent, and debt service during such Testing Period) to be greater than 115% of the total operating disbursements for the Borrower set forth in the Approved Budget for such Testing Period (excluding disbursements in respect of Professional Fees, professional fees incurred in the Chapter 11 Case by the Administrative Agent and the administrative agent under the Prepetition Credit Agreement, and debt service during such Testing Period) (after giving effect to the accrued and unused portion of the most recent rolling 4-week carryover) (the variances described in the foregoing, the “Permitted Variances”); *provided* that the Borrower may carry forward for one Testing Period budgeted but unused disbursements in such Testing Period set forth in the Approved Budget.

Section 6.21 Superpriority Claims. The Borrower will not create or permit to exist any Superpriority Claim other than Superpriority Claims permitted by the DIP Orders (including the Carve Out) and the orders acceptable to the Administrative Agent approving the “first day” motions in respect of the Chapter 11 Case.

Section 6.22 Bankruptcy Orders. The Borrower will not, and will not permit any Subsidiary to (a) obtain or seek to obtain any stay from the Bankruptcy Court on the exercise of the Administrative Agent’s or any Lender’s remedies hereunder or under any other Loan Document, except as specifically provided in the DIP Order, (b) seek to change or otherwise modify any DIP Order or other order in the Bankruptcy Court modifying provisions of this Agreement and the other Loan Documents without the prior written consent of the Administrative Agent and the Majority Lenders or (c) without the consent of the Majority Lenders, propose, file, consent, solicit votes with respect to or support any chapter 11 plan or debtor in possession financing unless (i) such plan or financing would, on the date of effectiveness, indefeasibly pay in full in cash all Obligations or (ii) such plan is an Approved Plan of Reorganization.

Section 6.23 Prepayments, Redemptions of Prepetition Credit Agreement Obligations. The Borrower will not, and will not permit any of its Subsidiaries to make any redemption or any other prepayments of principal, interest or payment of fees on, or in connection with, the Prepetition Loan Documents, in each case, other than payments permitted to be made as required by the DIP Orders. The Borrower shall not consent to any amendment, supplement, waiver or other modification of, or enter into any forbearance from exercising any rights with respect to, the terms or provisions contained in any of the Prepetition Loan Documents.

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## **ARTICLE VII EVENTS OF DEFAULT; REMEDIES**

Section 7.01 Events of Default. The occurrence of any of the following events shall constitute an “Event of Default” under any Loan Document:

(a) Payment. Any Loan Party (i) fails to pay any principal when due under this Agreement or (ii) fails to pay, within three Business Days of the date when due, any other amount due under this Agreement or any other Loan Document, including payments of interest, fees, reimbursements, and indemnifications;

(b) Representation and Warranties. Any representation or warranty made or deemed to be made (i) by or on behalf of the Borrower, any Guarantor, or any of their respective Subsidiaries (or any of their respective officers) in this Agreement or in any other Loan Document, or (ii) by or on behalf of the Borrower, any Guarantor, or any of their respective Subsidiaries (or any of their respective officers) in connection with this Agreement or any other Loan Document, shall prove to have been incorrect in any material respect when made or deemed to be made;

(c) Covenant Breaches. The Borrower, any Guarantor, or any of their respective Subsidiaries shall:

(i) fail to perform or observe any covenant, condition or agreement contained in Section 2.05, Section 5.01, Section 5.02(a) or (c), the first sentence of Section 5.03 (solely with respect to the Borrower), Section 5.05, Section 5.06 (other than 5.06(d), (f), (i), (j) (k) and (p)), Section 5.08, Section 5.09, Section 5.12, Section 5.15, Section 5.16, Section 5.17, Section 5.20, Section 5.21, Section 5.23, Section 5.24 or Article VI; or

(ii) fail to perform or observe any other term or covenant, condition or agreement set forth in this Agreement or in any other Loan Document which is not covered by clause (i) above or any other provision of this Section 7.01, if such failure shall remain unremedied for seven days after the occurrence of such breach or failure;

(d) Cross-Defaults. (i) Any event shall occur or condition shall exist under any agreement or instrument relating to Debt of the Borrower, any Guarantor or any Subsidiary of a Loan Party (in each case, other than the Prepetition Credit Agreement Obligations, Swap Obligations and obligations consisting of minimum volume commitments under gathering agreements) incurred (A) on or after the Petition Date, which is outstanding in a principal amount in excess of \$1,000,000 individually, or (B) before the Petition Date in an aggregate principal amount that would either (x) result in a Material Adverse Change or (y) materially impair the Borrower’s ability to repay the Obligations or materially reduce assets otherwise available to repay the Prepetition Credit Agreement Obligations, and in the case of (A) or (B), shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or to permit the acceleration of, the maturity of such Debt, or (ii) any such Debt referred to in clauses (i)(A) or (B) above which is outstanding in a principal amount in excess of the amounts set forth in or determined pursuant to clauses (i)(A) or (B), respectively, shall be declared to be due and payable, or required to be prepaid, prior to the stated maturity thereof; *provided, however*, that for purposes of this paragraph (d), the acceleration of Debt incurred prior to the Petition Date that is triggered by a contractual ipso facto

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provision and/or the filing of a proof of claim for Debt incurred prior to the Petition Date that has not been allowed shall not constitute “Debt” for purposes of this paragraph (d); and *provided further* that, for purposes of this paragraph (d), the “principal amount” of the obligations in respect of Hedge Contracts at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that would be required to be paid if such Hedge Contracts were terminated at such time;

(e) [Reserved];

(f) Judgments. (i) any judgment or order for the payment of money in excess of \$1,000,000 (to the extent not covered by independent third party insurance) or (ii) any non-monetary judgments that would result in, individually or in the aggregate, a Material Adverse Change shall be rendered against the Borrower, any Guarantor, or any Subsidiary of a Loan Party following the Petition Date, unless, in the case of the foregoing clause (i) or clause (ii), within 30 days after the entry thereof the execution thereof shall have been vacated or the enforcement thereof stayed (by operation of law, the rules or orders of a court with jurisdiction over the matter or by consent of the party litigants);

(g) Termination Events. (i) A Termination Event occurs which has resulted or could reasonably be expected to result in liability of any Loan Party or ERISA Affiliate to a Plan, Multiemployer Plan or the PBGC in an aggregate amount in excess of \$1,000,000, or (ii) any Loan Party or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount in excess of \$1,000,000;

(h) [Reserved];

(i) [Reserved];

(j) Loan Documents. Any material provision of any Loan Document shall for any reason cease to be in full force and effect and valid and binding on the Borrower, a Guarantor, or any of their respective Subsidiaries or any such Person shall so state in writing;

(k) Security Instruments. (i) The Administrative Agent shall fail to have an Acceptable Security Interest in any portion of the DIP Collateral (except to the extent that any such failure or loss of perfection or priority results from an affirmative action taken by or at the direction of the Administrative Agent or its gross negligence or willful misconduct or its failure to maintain control of DIP Collateral or possession of DIP Collateral actually delivered to it and pledged under the Security Instruments, and except as to DIP Collateral consisting of real property to the extent that such losses are covered by a lender’s title insurance policy and such insurer has not denied coverage) or (ii) any Security Instrument shall at any time and for any reason cease to create the Lien on the Property purported to be subject to such agreement in accordance with the terms of such agreement, or cease to be in full force and effect, or shall be contested by the Borrower, any Guarantor, or any of their respective Subsidiaries;

(l) Chapter 11 Case. The occurrence of any of the following in the Chapter 11 Case:

(i) the bringing of a motion, taking of any action or the filing of any Approved Plan of Reorganization or disclosure statement attendant thereto, or the entry of any order by the

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Bankruptcy Court in the Chapter 11 Case: (A) that (in the case of Borrower, the Committee, or any of the members thereof), requests or seeks authority for Borrower to obtain additional financing under sections 364(c) or (d) of the Bankruptcy Code not otherwise permitted pursuant to this Agreement; (B) except as provided in the Interim Order, the Final Order and/or any adequate protection order (as applicable), to grant any Lien upon or affecting any DIP Collateral without the prior written consent of the Administrative Agent and the Majority Lenders; (C) except as provided in the Interim Order or the Final Order, as the case may be, to use cash collateral or DIP Collateral under section 363(c) of the Bankruptcy Code without the prior written consent of the Administrative Agent and the Majority Lenders; (D) that (in the case of Borrower) requests or seeks authority for or that (in the case of an order entered by the Bankruptcy Court on account of a request by Borrower) approves or provides authority to take any other action or actions materially adverse to the Administrative Agent, the Lenders, the Swap Counterparties, the Secured Cash Management Providers or their rights and remedies hereunder or their interest in the DIP Collateral; or (E) the entry of any order by the Bankruptcy Court in the Chapter 11 Case granting relief as described in subclauses (A) through (D) of this Section 7.01(l);

(ii) the filing of any Approved Plan of Reorganization or disclosure statement attendant thereto, or any direct or indirect amendment to such plan or disclosure statement, that does not provide for the indefeasible payment in full in cash of all Obligations on or before the effective date of such plan, or the loss by Borrower of the exclusive right to file and solicit acceptances of a plan of reorganization;

(iii) the entry of an order in any of the Chapter 11 Case confirming a plan or plans of reorganization that does not contain a provision for termination of the Commitments and indefeasible repayment in full in cash of all of the Obligations on or before the effective date of such plan or plans;

(iv) the appointment of an interim or permanent trustee in the Chapter 11 Case or the appointment of a receiver or an examiner under section 1104 of the Bankruptcy Code in the Chapter 11 Case with expanded powers (beyond those set forth in sections 1106(a)(3) and 1106(a)(4) of the Bankruptcy Code) to operate or manage the financial affairs, the business, or reorganization of Borrower or with the power to conduct an investigation of (or compel discovery from) Administrative Agent or Lenders or against agent or lenders under the Prepetition Credit Agreement; or a sale outside the ordinary course of business without the Administrative Agent's and Majority Lenders' consent, of any of the DIP Collateral either through a sale under section 363 of the Bankruptcy Code, through a confirmed Approved Plan of Reorganization in the Chapter 11 Case, or otherwise that does not provide for indefeasible payment in full in cash of the Obligations and the Prepetition Credit Agreement Obligations and termination of the Commitments on or prior to the effectiveness of such plan;

(v) the dismissal of the Chapter 11 Case, or the conversion of the Chapter 11 Case from one under chapter 11 to one under chapter 7 of the Bankruptcy Code or Borrower or any Guarantor shall file a motion or other pleading seeking the dismissal of the Chapter 11 Case under section 1112 of the Bankruptcy Code or otherwise;

(vi) the entry of an order by the Bankruptcy Court granting relief from or modifying the automatic stay of section 362 of the Bankruptcy Code (A) to allow any creditor to execute upon or enforce a Lien on any DIP Collateral, (B) with respect to any Lien of or the granting

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of any Lien on any DIP Collateral to any state or local environmental or regulatory agency or authority or (C) to the holder of any claim against the Debtor unless such claim is covered by adequate enforceable insurance;

(vii) (1) the failure of Borrower to perform any of its obligations under the Interim Order or the Final Order or any violation of any of the terms of the Interim Order or the Final Order or (2) the failure of any material provision of a DIP Order to be in full force and effect or any reversal, modification, amendment, stay, vacating or other modification of a DIP Order, without the prior consent of the Administrative Agent and the Majority Lenders;

(viii) the challenge by Borrower to the validity, extent, perfection or priority of any liens granted under the Prepetition Credit Agreement or the Prepetition Loan Documents;

(ix) the remittance, use or application of the proceeds of DIP Collateral other than in accordance with cash management procedures reasonably acceptable to Administrative Agent and the Majority Lenders; provided that it is agreed that the operation of the Borrower's cash management procedures as set forth in the Cash Management Order and related motion is acceptable to the Administrative Agent and the Majority Lenders;

(x) without the consent of Administrative Agent and the Majority Lenders, the use of cash collateral of the Prepetition Credit Agreement Agent and Prepetition RBL Lenders for any purpose other than to pay expenditures set forth in the Approved Budget;

(xi) the entry of an order or filing in any of the Chapter 11 Case granting any other super priority administrative claim or Lien (other than the Carve Out or the Prepetition RBL Lenders' replacement liens) equal or superior to that granted to (i) Prepetition Credit Agreement Agent, on behalf of itself and the Prepetition RBL Lenders or (ii) the Administrative Agent on behalf of itself and the Lenders, in the case of each of (i) and (ii) above, without the consent in writing of Administrative Agent;

(xii) [Reserved];

(xiii) the payment by the Borrower of any claim arising prior to the Petition Date other than as permitted by an order of the Bankruptcy Court and the Approved Budget (subject to any Permitted Variances);

(xiv) the allowance of any claim under section 506(c) of the Bankruptcy Code, or otherwise, surcharging any DIP Collateral or the termination or modification of the exclusivity periods set forth in section 1121 of the Bankruptcy Code, including termination of the exclusive period for the Borrower to file a Chapter 11 Plan in its respective case;

(xv) the Final Order fails to provide that each of the Administrative Agent, the Lenders, the Prepetition Credit Agreement Agent and the Prepetition RBL Lenders are entitled to the rights and benefits of section 552(b) of the Bankruptcy Code, and, following the entry of the Final Order, the "equities of the case" shall not apply;

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(xvi) the payment or granting of adequate protection with respect to any Debt in an amount in excess of \$500,000 (other than as described herein or the applicable DIP Order) without the prior written consent of the Prepetition Credit Agreement Agent;

(xvii) the Borrower or representative of the Borrower files any action seeking or the Bankruptcy Court rules that (i) any Liens granted with respect to the DIP Facility or the Obligations shall cease to be valid, perfected and enforceable in all respects with the priority set forth in the applicable DIP Order (other than upon a release by reason of a transaction that is expressly permitted under the Loan Documents), (ii) the Obligations shall cease to be valid and enforceable or shall cease to have the superpriority claims status set forth in the DIP Orders (other than upon a release by reason of a transaction that is expressly permitted under the Loan Documents), or (iii) the disallowance, expungement, extinguishment or impairment of any portion of the Obligations;

(xviii) (i) the filing of a motion by the Borrower seeking, or the entry of, one or more orders of the Bankruptcy Court (A) reversing, amending, supplementing, vacating, or otherwise modifying the Interim Order or Final Order, as applicable, without the prior written consent of the Administrative Agent and the Majority Lenders, or (B) avoiding or requiring repayment of any of the payments made to the Administrative Agent or the Lenders in accordance with the terms hereof or (ii) the DIP Orders shall otherwise cease to be in full force and effect;

(xix) the entry of one or more orders of the Bankruptcy Court modifying the automatic stay with respect to assets having a value in excess of \$1,000,000 in the aggregate or that could reasonably be expected to result in a Material Adverse Change without the prior written consent of the Administrative Agent;

(xx) other than providing information with respect to Liens, the taking of any action to further any of the matters described in the following clauses of this (I): (ii), (iii), (iv), (vi), (xi), (xiv), (xv), (xvi), (xvii), (xxiii), (xxvi) or (xxvii);

(xxi) prior to the consummation of an Approved Sale, the filing of a plan of reorganization or liquidation by the Borrower other than an Approved Plan of Reorganization;

(xxii) the entry of an order precluding the Prepetition Credit Agreement Agent or the Administrative Agent from “credit bidding”;

(xxiii) the entry of an order by the Bankruptcy Court materially modifying or rejecting or terminating any agreement or contract that is material to the business and operations of the Borrower or any material Property of the Borrower without the prior written consent of the Administrative Agent;

(xxiv) [Reserved];

(xxv) any DIP Collateral becoming subject to surcharge or marshaling;

(xxvi) entry of an order amending, supplementing or otherwise modifying, or filing by the Borrower of a motion or notice seeking the amendment, supplement or other modification of or

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appeal against the Final Order or any of the “first day” orders in respect of cash management, in each such case, without the prior written consent of the Administrative Agent and the Majority Lenders; or

(xxvii) except with respect to payments as permitted by any order of the Bankruptcy Court approving a “first day” motion (and included in the Approved Budget), the entry of an order permitting payment of, or granting adequate protection with respect to, prepetition obligations (other than the Prepetition Obligations) or the filing of any motion seeking the same by the Borrower, in the case of any such order or filing, without the consent of the Administrative Agent;

(m) Independent Member. The Borrower shall cease to have a restructuring committee with duties and powers acceptable to the Administrative Agent and the Majority Lenders or the Borrower’s restructuring committee shall cease to have at least one independent member who is satisfactory to the Administrative Agent and the Majority Lenders in their sole discretion; provided that it is understood and agreed that the Borrower’s restructuring committee and the independent member thereof as in effect as of the Closing Date are acceptable to the Administrative Agent and the Majority Lenders;

(n) Chief Restructuring Officer. Frank A. Pometti shall cease to be the Company’s Chief Restructuring Officer, unless the Administrative Agent and Majority Lenders shall have approved of his replacement in writing;

(o) Entry of Order. The Bankruptcy Court shall enter an order in the Chapter 11 Case charging any of the DIP Collateral, including under Section 506(c) or Section 552(b) of the Bankruptcy Code;

(p) Adverse Action. The Borrower shall commence an action or proceeding which is adverse to the Lenders under this Agreement; or

(q) Certain Orders. The Bankruptcy Court shall enter an order in the Chapter 11 Case (i) terminating Borrower’s exclusive right to file a plan of reorganization, (ii) authorizing the sale of all or substantially all of the Borrower’s assets (“Sale Order”) unless such Sale Order and such sale is acceptable to the Administrative Agent and the Majority Lenders or (iii) confirming a plan of reorganization unless such confirmed plan of reorganization is acceptable to the Administrative Agent and the Majority Lenders.

Section 7.02 Optional Acceleration of Maturity; Other Remedies. If any Event of Default shall have occurred and be continuing, then, and in any such event,

(a) (i) the Administrative Agent (A) may and at the request of, the Majority Lenders shall, or may with the consent, of the Majority Lenders, by notice to the Borrower, declare the obligation of each Lender to make extensions of credit hereunder, including making Advances, to be terminated, whereupon the same shall forthwith terminate, (B) shall at the request, or may with the consent, of the Majority Lenders, by notice to the Borrower, declare all principal, interest, fees, reimbursements, indemnifications, and all other amounts payable under this Agreement, the Notes, and the other Loan Documents to be forthwith due and payable, whereupon all such amounts shall become and be forthwith due and payable in full, without notice of intent to demand, demand, presentment for payment, notice of nonpayment, protest, notice of protest, grace, notice of dishonor, notice of intent to accelerate, notice of acceleration, and all other notices, all of which are hereby expressly waived by the

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Borrower, (C) increase the Applicable Margin to that set forth in clause (c) of the definition thereof (each of clauses (A) through (C) above, a “Termination Declaration”) and the earliest date to occur of any such Termination Declaration, (the “Termination Declaration Date”), in each case of clauses (A) through (C) above, without first obtaining relief from the automatic stay under section 362 of the Bankruptcy Code, and (ii) within five (5) Business Days’ after the Termination Declaration Date, the Borrower and/or any Committee shall be permitted to seek an emergency hearing before the Bankruptcy Court (which they shall seek on an expedited basis) solely to determine whether an Event of Default has occurred, provided, however, that (1) if the Borrower or any Committee seeks an expedited emergency hearing within five (5) Business Days, until such time the Bankruptcy Court has entered an order ruling on whether an Event of Default has occurred, the Administrative Agent shall not be permitted to exercise its rights and remedies with respect to such Termination Declaration; (2) if the Loan Parties and any Committee do not seek an expedited emergency hearing within five (5) Business Days after the Termination Declaration Date, the Administrative Agent shall be entitled to exercise all rights and remedies provided for in the Loan Documents with respect to such Termination Declaration, including the right to foreclose on, or otherwise exercise its rights with respect to all or any portion of the DIP Collateral, including by applying the proceeds thereof to the Obligations;

(b) the Administrative Agent may, and at the request of the Majority Lenders shall, or may with the consent of, the Majority Lenders, proceed to enforce its rights and remedies under the Security Instruments, the Guaranties, and any other Loan Document for the ratable benefit of Secured Parties by appropriate proceedings;

(c) upon acceleration of the Obligations, the Administrative Agent may and at the request of the Majority Lenders shall, or may with the consent of, the Majority Lenders fully terminate the Management Services Agreement pursuant to the terms of the MorningStar Consent without penalty with respect to all of the Oil and Gas Properties of the Borrower and its Subsidiaries; and

(d) the Borrower shall not be permitted to use any proceeds of the Advances, or any other cash collateral, except in accordance with the Approved Budget and this Agreement.

Section 7.03 Right of Setoff. If an Event of Default shall have occurred and be continuing, the Administrative Agent, each Lender, and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by the Administrative Agent, such Lender, or any such Affiliate to or for the credit or the account of the Borrower or any other Loan Party against any and all of the obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to the Administrative Agent or such Lender or their respective Affiliates, irrespective of whether or not the Administrative Agent or such Lender or Affiliate shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch, office or Affiliate of the Administrative Agent or such Lender different from the branch or office holding such deposit or obligated on such indebtedness; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (a) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.14 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the

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Lenders, and (b) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of the Administrative Agent, each Lender and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that the Administrative Agent, such Lender, or their respective Affiliates may have. The Administrative Agent and each Lender agree to notify the Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

Section 7.04 Non-exclusivity of Remedies; Marshalling. No remedy conferred upon the Administrative Agent and the Lenders is intended to be exclusive of any other remedy, and each remedy shall be cumulative of all other remedies existing by contract, at law, in equity, by statute or otherwise. The Secured Parties and the Prepetition Secured Parties will not be subject to the equitable doctrine of “marshaling” or any similar doctrine.

Section 7.05 Application of Proceeds. From and during the continuance of any Event of Default, any monies or Property actually received by the Administrative Agent pursuant to this Agreement or any other Loan Document, the exercise of any rights or remedies under any Security Instrument or any other agreement with the Borrower, any Guarantor or any of their respective Subsidiaries which secures any of the Obligations, shall be applied in the following order:

(a) *First*, to the payment of all amounts, including costs and expenses incurred in connection with the collection of such proceeds and the payment of any part of the Obligations, due to the Administrative Agent under any of the expense reimbursement or indemnity provisions of this Agreement or any other Loan Document, any Security Instrument or other collateral documents, and any applicable Legal Requirement;

(b) *Second*, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Advances, and costs, expenses and indemnities due to any of the Secured Parties ratably among the Lenders in proportion to the respective amounts described in this clause Second payable to them;

(c) *Third*, to payment of that portion of the Obligations constituting unpaid principal of the Advances, any Banking Services Obligations owing to Banking Services Providers, any Lender Hedging Obligations of any Specified Loan Party owing to a Swap Counterparty and any other Obligations, in each case subject to Section 2.14(a)(ii), ratably among the Lenders, the Banking Services Providers and Swap Counterparties in proportion to the respective amounts described in this clause Third payable to them; and

(d) *Fourth*, the remainder, if any, to the Borrower or its Subsidiaries, or its respective successors or assigns, or such other Person as may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Administrative Agent shall have no responsibility to determine the existence or amount of Lender Hedging Obligations and may reserve from the application of amounts under this Section amounts distributable in respect of Lender Hedging Obligations until it has received evidence satisfactory to it of the existence and amount of such Lender Hedging Obligations. Subject to

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paragraph (a) of the first sentence of this Section, Administrative Agent and Lenders hereby acknowledge and confirm that the Liens in the DIP Collateral secure the Obligations (including the Lender Hedging Obligations) on a ratable basis. Excluded Swap Obligations with respect to any Guarantor shall not be paid with amounts received from such Guarantor or its assets, but appropriate adjustments shall be made with respect to payments from other Loan Parties to preserve the allocation to Obligations otherwise set forth above in this Section.

## **ARTICLE VIII THE ADMINISTRATIVE AGENT**

Section 8.01 Appointment and Authority. Each of the Lenders hereby irrevocably appoints Citibank, N.A. to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent and the Lenders, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term “agent” herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

Section 8.02 Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with, the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

Section 8.03 Exculpatory Provisions. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Majority Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to

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liability or that is contrary to any Loan Document or applicable Legal Requirement, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; In all cases the Administrative Agent shall be fully justified in failing or refusing to act hereunder or under any other Loan Documents unless it shall (a) receive written instructions from the Majority Lenders or the Lenders, as applicable, specifying the action to be taken and (b) be indemnified to its satisfaction by the Lenders against any and all liability and expenses which may be incurred by it by reason of taking or continuing to take any such action. The instructions as aforesaid and any action taken or failure to act pursuant thereto by the Administrative Agent shall be binding on all of the Lenders. If a Default has occurred and is continuing, then the Administrative Agent shall take such action with respect to such Default as shall be directed by the requisite Lenders in the written instructions (with indemnities) described in this Section 8.03, provided that, unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default as it shall deem advisable in the best interests of the Lenders. In no event, however, shall the Administrative Agent be required to take any action which exposes the Administrative Agent to personal liability or which is contrary to this Agreement, the Loan Documents or applicable law. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Majority Lenders or the Lenders, and otherwise shall not be liable for any action taken or not taken by it hereunder or under any other Loan Document or under any other document or instrument referred to or provided for herein or therein or in connection herewith or therewith including its own ordinary negligence, except for its own gross negligence or willful misconduct, and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Majority Lenders (or such other number or percentage of the Lenders) as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 9.01 and 7.02, and 7.03, or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent in writing by the Borrower or a Lender. The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (A) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (B) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (C) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (D) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, (E) the satisfaction of any condition set forth in Article III or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent. (F) the existence, value, perfection or priority of any collateral security or the financial or other condition of

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the Borrower or any other obligor or guarantor, or (G) any failure by the Borrower or any other Person (other than itself) to perform any of its obligations hereunder or under any other Loan Document or the performance or observance of any covenants, agreements or other terms or conditions set forth herein or therein.

Section 8.04 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of an Advance that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Advance. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 8.05 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub agents.

Section 8.06 Successor Administrative Agent.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Majority Lenders shall have the right, in consultation with the Borrower, to appoint a successor, which shall be a bank with an office in New York City or Houston, Texas, or an Affiliate of any such bank with an office in New York City or Houston, Texas. If no such successor shall have been so appointed by the Majority Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Majority Lenders) (the "Resignation Effective Date"), then the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

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(b) Anything herein to the contrary notwithstanding, if at any time the Majority Lenders determine that the Person serving as Administrative Agent is (without taking into account any provision in the definition of “Defaulting Lender” requiring notice from the Administrative Agent or any other party) a Defaulting Lender pursuant to clause (d) of the definition thereof, the Majority Lenders (determined after giving effect to Section 9.01) may by notice to the Borrower and such Person remove such Person as Administrative Agent and, in consultation with the Borrower, appoint a replacement Administrative Agent hereunder. Such removal will, to the fullest extent permitted by applicable law, be effective on the earlier of (i) the date a replacement Administrative Agent is appointed, and (ii) the date 30 days after the giving of such notice by the Majority Lenders (regardless of whether a replacement Administrative Agent has been appointed) (such date, the “Removal Effective Date”).

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (i) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring or removed Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed), and (ii) except for any indemnity payments owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time, if any, as the Majority Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor’s appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or removed Administrative Agent (other than any rights to indemnity payments owed to the retiring or removed Administrative Agent), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring or removed Administrative Agent’s resignation or removal hereunder and under the other Loan Documents, the provisions of this Article and Sections 9.04 and 9.05 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as Administrative Agent.

Section 8.07 Non-Reliance on Administrative Agent and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder. The Administrative Agent shall not be required to keep itself informed as to the performance or observance by, the Borrower or any of the other Loan Parties of this Agreement, the Loan Documents or any other document referred to or provided for

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herein or to inspect the Properties or books of any such Person. Except for notices, reports and other documents and information expressly required to be furnished to the Lenders by the Administrative Agent hereunder, no Agent or Arranger shall have any duty or responsibility to provide any Lender with any credit or other information concerning the affairs, financial condition or business of the Borrower or any Loan Party (or any of their Affiliates) which may come into the possession of such Agent or any of its Affiliates. In this regard, each Lender acknowledges that Willkie Farr & Gallagher LLP and Bracewell LLP are acting in this transaction as special counsel to the Administrative Agent only, except to the extent otherwise expressly stated in any legal opinion or any Loan Document. Each other party hereto will consult with its own legal counsel to the extent that it deems necessary in connection with the Loan Documents and the matters contemplated therein.

Section 8.08 No Other Duties, Etc. Anything herein to the contrary notwithstanding, none of the Arrangers, Co-Syndication Agents or Co-Documentation Agents listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent or a Lender hereunder.

Section 8.09 Administrative Agent May File Proofs of Claim and Credit Bid. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Advance shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Advances and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Sections 9.04 and 9.05) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 9.04 and 9.05.

The Secured Parties irrevocably authorize the Administrative Agent at its option and in its discretion, without the necessity of any notice or further consent from the Secured Parties, at the direction of the Majority Lenders, to credit bid and purchase (either directly or through one or more acquisition vehicles) or to Dispose of (or to consent to any such Disposition of) all or any portion of the DIP Collateral at any sale thereof conducted by the Administrative Agent under the provisions of the UCC, including pursuant to Sections 9-610 or 9-620 of the UCC, at any sale thereof conducted under the

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provisions of Bankruptcy Code, including Section 363 of the Bankruptcy Code or pursuant to an Approved Plan of Reorganization, or at any sale or foreclosure conducted by the Administrative Agent (whether by judicial action or otherwise) in accordance with applicable law.

Section 8.10 Collateral and Guaranty Matters.

(a) The Secured Parties irrevocably authorize the Administrative Agent, at its option and in its discretion,

(i) to release any Lien on any property granted to or held by the Administrative Agent under any Loan Document (A) upon termination of all Commitments and indefeasible payment in full of all Obligations (other than contingent indemnification obligations), (B) that is sold or otherwise disposed of or to be sold or otherwise disposed of as part of or in connection with any sale or other disposition permitted under the Loan Documents, or (C) subject to Section 9.01, if approved, authorized or ratified in writing by the Majority Lenders;

(ii) to subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 6.01(b); and

(iii) to release any Guarantor from its obligations under the Guaranty if such Person ceases to be a Subsidiary as a result of a transaction permitted under the Loan Documents.

Upon request by the Administrative Agent at any time, the Majority Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty pursuant to this Section 8.10.

(b) The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the DIP Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the DIP Collateral.

(c) The Administrative Agent is authorized on behalf of the Secured Parties, without the necessity of any notice to or further consent from such Secured Parties, from time to time, to take any actions with respect to any DIP Collateral or Security Documents which may be necessary to perfect and maintain the Liens upon the DIP Collateral granted pursuant to the Security Documents. The Administrative Agent is further authorized (but not obligated) on behalf of the Secured Parties, without the necessity of any notice to or further consent from the Secured Parties, from time to time, to take any action in exigent circumstances as may be reasonably necessary to preserve any rights or privileges of the Secured Parties under the Loan Documents or applicable Legal Requirements. By accepting the benefit of the Liens granted pursuant to the Security Documents, each Person that is owed any Lender Hedging Obligations hereby agrees to the terms of this Section 8.10.

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(d) Upon the request of the Administrative Agent at any time, the Secured Parties will confirm in writing the Administrative Agent's authority to release particular types or items of DIP Collateral pursuant to this Section 8.10.

Section 8.11 Matters related to Chapter 11 Case. For purposes of determining whether the Majority Lenders have consented to, approved, accepted or are satisfied with respect to any matter in connection with the Chapter 11 Case, including any budget, any plan of reorganization, any order, or any other matter for purposes of this Agreement, the Agent can assume that each Lender shall be deemed to have consented to, approved or accepted and to be satisfied with, each document, order, consent or other matter required, thereunder to be consented to, or approved by, or acceptable or satisfactory to, such Lender without the need for the Administrative Agent to verify such consent, approval, acceptance or satisfaction has been granted, unless the Administrative Agent shall have received written notice from such Lender prior to the date such consent, approval, acceptance or satisfaction is due or required, specifying such Lender's objection thereto.

## ARTICLE IX MISCELLANEOUS

Section 9.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement, the Notes, or any other Loan Document, nor consent to any departure by the Borrower or any Subsidiary therefrom, shall in any event be effective unless the same shall be in writing and signed by the Majority Lenders and the Borrower, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no amendment, waiver, or consent shall:

(a) without the consent of each Lender: (i) waive any of the conditions specified in Article III, (ii) change any provision of this Section or the definition of "Majority Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, (iii) amend Section 2.10 or any other provision of this Agreement in a manner that would alter the pro rata sharing of payments or the pro rata allocation of disbursements required thereby, or would allow for the termination or reduction of the Commitments on a non-pro rata basis, (iv) release any Guarantor from its obligations or limit any Guarantor's obligations under any Guaranty unless such Guarantor ceases to be a Subsidiary of the Borrower under a transaction permitted by the terms hereof, (v) permit the Borrower or any Subsidiary to enter into any merger or consolidation with or into any other Person or amend Section 6.04(a), (vi) release any DIP Collateral securing the Obligations, except as provided in Section 8.10 above, (vii) change the definition of "Pro Rata Share", Section 7.05 or any other provision of this Agreement or any other Loan Document in a manner that would alter the order of application of proceeds set forth in Section 7.05, or (viii) increase the aggregate Commitments;

(b) [Reserved];

(c) without the written consent of each Lender directly affected thereby, (i) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 7.02), (ii) reduce the principal of, or interest on, the Obligations or any fees or other amounts payable

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hereunder or under any other Loan Document, or (iii) postpone any date fixed for any payment of principal of, or interest on, the Obligations or any fees or other amounts payable hereunder; or

(d) without the written consent of each Lender which either (x) is directly and adversely affected thereby or (y) has an Affiliate that is owed Lender Hedging Obligations or Banking Services Obligations and such Affiliate is directly and adversely affected thereby, amend the definitions of "Obligations", "Lender Hedging Obligations", "Banking Services Obligations", "Banking Services Provider", "Swap Counterparty".

(e) and, provided further that (i) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document, and (ii) each of the Fee Letter and the Commitment Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto.

Anything herein to the contrary notwithstanding, during such period as a Lender is a Defaulting Lender, to the fullest extent permitted by applicable law, such Lender will not be entitled to vote in respect of amendments and waivers hereunder, and the Commitment and the outstanding Advances of such Lender hereunder will not be taken into account in determining whether the Majority Lenders or all of the Lenders, as required, have approved any such amendment or waiver (and the definition of "Majority Lenders" will automatically be deemed modified accordingly for the duration of such period); provided that any such amendment or waiver that would increase the Commitment of such Defaulting Lender or extend the term of the Commitment of such Defaulting Lender, extend the date fixed for the payment of principal or interest owing to such Defaulting Lender hereunder, reduce the principal amount of any obligation owing to such Defaulting Lender, reduce the amount of or the rate or amount of interest on any amount owing to such Defaulting Lender or of any fee payable to such Defaulting Lender hereunder, or alter the terms of this proviso, will require the consent of such Defaulting Lender. If a Defaulting Lender's consent to an amendment or waiver is required pursuant to this Section 9.01, and such Defaulting Lender has failed to respond to a written request from the Administrative Agent to approve such waiver or amendment for 30 days after such Defaulting Lender's receipt of such request, such Defaulting Lender will be deemed to have approved such amendment or waiver.

Notwithstanding anything to the contrary herein, the Administrative Agent may, with such limitations with respect to the consent rights of the Lenders set forth in Section 2.08(e), enter into amendments or modifications to this Agreement or any of the other Loan Documents or enter into additional Loan Documents as the Administrative Agent reasonably deems appropriate in order to implement any Eurodollar Successor Rate or otherwise effectuate the terms of Section 2.08(e) in accordance with its terms.

Anything herein to the contrary notwithstanding the Majority Lenders may (without the consent of any other Lenders or any Agent) agree on behalf of all Roll-Up Lenders that the full amount of the Roll-Up Advances will not be required to be repaid in cash on the Termination Date, but instead shall be treated in any manner approved by the Majority Lenders. No amendment or waiver of this paragraph shall, unless signed by all Roll-Up Lenders, change the definition (solely for purposes of this paragraph) of the term Majority Lenders or the percentage of Roll-Up Lenders which shall be required for Roll-Up

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Lenders to take any action under this paragraph, in each case without the consent of all Roll-Up Lenders.

For the avoidance of doubt and anything herein to the contrary notwithstanding, only the consent of the Majority Lenders and the Borrower shall be required for any amendment or waiver of, or consent with respect to, Section 2.05(b)(ii) or any provision thereof.

Section 9.02 Notices, Etc.

(a) General. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in paragraph (c) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail, sent by facsimile or (subject to subsection (c) below) electronic mail address as follows:

(i) if to any Borrower or any other Loan Party or the Administrative Agent to the address, facsimile number, electronic mail address or telephone number specified for such Person on **Schedule I** or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties; and

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the Administrative Agent.

(b) Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in paragraph (c) below, shall be effective as provided in said paragraph (c). In no event shall a voicemail message be effective as a notice, communication or confirmation hereunder.

(c) Effectiveness of Facsimile Documents and Signatures. Loan Documents may be transmitted and/or signed by facsimile. The effectiveness of any such documents and signatures shall, subject to applicable Legal Requirements, have the same force and effect as manually-signed originals and shall be binding on all Loan Parties, the Administrative Agent and the Lenders. The Administrative Agent may also require that any such documents and signatures be confirmed by a manually-signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile document or signature.

(d) Limited Use of Electronic Mail. Unless expressly provided otherwise herein, notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender pursuant to Article II, except that, until the Administrative Agent gives notice to the Borrower to the contrary, Notices of Borrowing and Notices of Conversion or Continuation may be delivered to the

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Administrative Agent by electronic communication (it being understood and agreed that notices and other communications required to be delivered to the Prepetition Credit Agreement Agent and the Prepetition RBL Lenders pursuant to this Agreement shall be delivered in the manner set forth in Section 9.02(d) of the Prepetition Credit Agreement). The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "read receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(e) Reliance by Administrative Agent and Lenders. The Administrative Agent and the Lenders shall be entitled to rely and act upon any notices (including telephonic Notices of Borrowing) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. **The BORROWER SHALL INDEMNIFY THE ADMINISTRATIVE AGENT, EACH LENDER AND THEIR RELATED PARTIES FROM ALL LOSSES, COSTS, EXPENSES AND LIABILITIES RESULTING FROM THE RELIANCE BY SUCH PERSON ON EACH NOTICE PURPORTEDLY GIVEN BY OR ON BEHALF OF THE BORROWER. THE BORROWER'S OBLIGATIONS UNDER THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THE AGGREGATE COMMITMENTS AND THE REPAYMENT OF ALL OTHER OBLIGATIONS HEREUNDER.** All telephonic notices to and other communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

(f) Platform.

(i) Each Loan Party agrees that the Administrative Agent may, but shall not be obligated to, make the Communications (as defined below) available to the Lenders by posting the Communications on Debt Domain, Intralinks, Syndtrak or a substantially similar electronic transmission system (the "Platform").

(ii) The Platform is provided "as is" and "as available." The Agent Parties (as defined below) do not warrant the adequacy of the Platform and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with the Communications or the Platform. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrower, the other Loan Parties, Encap, MorningStar, any Lender or any other Person or entity for damages of any kind, including, without limitation, direct or indirect, special, incidental or *[Different first page link-to-previous setting changed from on in original to off in modified.]*  
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consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of the Borrower's, any Loan Party's, Encap's, MorningStar's or the Administrative Agent's transmission of communications through the Platform. "Communications" means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any Loan Party, Encap or MorningStar pursuant to any Loan Document or the transactions contemplated therein which is distributed to the Administrative Agent, or any Lender by means of electronic communications pursuant to this Section 9.02, including through the Platform.

Section 9.03 No Waiver; Cumulative Remedies. No failure on the part of any Lender or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided in this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Section 9.04 Costs and Expenses. Subject to the terms of the DIP Order, the Borrower shall pay on a monthly basis (and in any event promptly following written demand therefor), without the requirement of prior Bankruptcy Court approval and whether incurred before or after the Petition Date, (a) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and its Affiliates (including the reasonable and documented fees, charges and disbursements of two external counsel for the Administrative Agent, the reasonable and documented fees and expenses of RPA Advisors) and, if necessary, of a single local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for the Administrative Agent), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (b) all documented out-of-pocket expenses incurred by the Administrative Agent (including the documented fees, charges and disbursements of any external counsel for the Administrative Agent), in connection with the enforcement or protection of its rights (i) in connection with this Agreement and the other Loan Documents, including its rights under this Section 9.04, or (ii) in connection with the Advances made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Advances. The foregoing costs and expenses shall include all search, filing, recording, appraisal charges and fees and taxes related thereto, and other reasonable and documented out-of-pocket expenses incurred by the Administrative Agent (including, without limitation, the fees and expenses of RPA Advisors) and the cost of independent public accountants and other outside experts retained by the Administrative Agent. The Borrower shall also pay the reasonable and documented or invoiced out-of-pocket legal expenses of two external counsel for the Administrative Agent and, if necessary, of a single local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for the Administrative Agent, and, solely in the case of a conflict of interest, one additional counsel in each applicable jurisdiction) and the reasonable and documented fees and expenses of advisors for the Administrative Agent (including, without limitation, the fees and expenses of RPA Advisors) on the Interim Facility Effective Date and thereafter as provided under the Approved Budget, whether or not incurred prior to, on or after the Petition Date. Invoices supporting such fees and expenses shall be submitted to counsel for the Loan Parties, with copies to the U.S. Trustee and counsel for any Committee (invoices may be redacted to the

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extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine). No attorney or advisor to the Administrative Agent or any Lender shall be required to file an application seeking compensation for services or reimbursement of expenses with the Bankruptcy Court. The U.S. Trustee, the Loan Parties, and any Committee shall have ten (10) Business Days in which to raise an objection to the fees and expenses of such attorneys and advisors. **The agreements in this Section shall survive the termination of the Commitments and repayment of all other Obligations.**

Section 9.05 Indemnification. The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), each Lender, each arranger, and each Related Party of any of the foregoing Persons (each such Person being called an “Indemnitee”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), and shall indemnify and hold harmless each Indemnitee from all fees and time charges and disbursements for attorneys who may be employees of any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (a) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (b) any Advance or the use or proposed use of the proceeds therefrom, (c) any actual or alleged presence or Release of Hazardous SUBSTANCES on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, or (d) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. All amounts due under this Section 9.05 shall be payable within ten Business Days after demand therefor. The agreements in this Section shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all the other Obligations.

Section 9.06 Reimbursement by Lenders. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under Section 9.04 or Section 9.05 to be paid by it to the Administrative Agent (or any sub-agent thereof) or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), or such Related Party, as the case may be, such Lender’s Pro Rata Share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) in connection with such capacity. The failure of any Lender to pay its Pro Rata Share of such unpaid amounts shall not relieve any other Lender of its obligation, if any, to pay its

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respective share of such unpaid amounts. No Lender shall be responsible for the failure of any other Lender to comply with this Section. All amounts due under this Section 9.06 shall be payable within ten Business Days after demand therefor. **THE AGREEMENTS IN THIS SECTION SHALL SURVIVE THE RESIGNATION OF THE ADMINISTRATIVE AGENT, THE REPLACEMENT OF ANY LENDER, THE TERMINATION OF THE COMMITMENTS AND THE REPAYMENT, SATISFACTION OR DISCHARGE OF ALL THE OTHER OBLIGATIONS.**

Section 9.07 Waiver of Damages. To the fullest extent permitted by applicable Legal Requirement, each Party TO THIS AGREEMENT shall not assert, and hereby waives, any claim against any OTHER PARTY TO THIS AGREEMENT OR ANY INDEMNITEE, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Advance or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby. **NOTHING IN THIS SECTION 9.07 IS INTENDED TO LIMIT ANY INDEMNITEE'S RIGHTS UNDER SECTION 9.05 IN ANY RESPECT.**

Section 9.08 Successors and Assigns.

(a) Generally. The terms and provisions of this Agreement and the other Loan Documents shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of paragraph (b) of this Section 9.08, (ii) by way of participation in accordance with the provisions of paragraph (d) of this Section 9.08, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Sections 9.08(e) or 9.08(f) and any other attempted assignment or transfer by any party hereto shall be null and void. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section 9.08 and, to the extent expressly contemplated hereby, the Indemnitees) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may assign to one or more Eligible Assignees all or any portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitments and the Advances owing to it); provided, however, any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and/or the Advances being assigned at the time owing to it (in each case with respect to any credit facility) or contemporaneous assignments to

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related Approved Funds that equal at least the amount specified in paragraph (b)(i)(B) of this Section 9.08 in the aggregate or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in paragraph (b)(i)(A) of this Section 9.08, the aggregate amount of the Commitment (which for this purpose includes Advances outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Advances of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if “Trade Date” is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than \$1,000,000, in the case of any assignment in respect of the credit facility, unless the Administrative Agent otherwise consents (each such consent not to be unreasonably withheld or delayed).

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender’s rights and obligations under this Agreement with respect to the Advances and the Commitments assigned.

Roll-up Advance. Any Roll-Up Advance may only be assigned subject to the concurrent assignment by the assignor to the same assignee of Commitments and New Money Advances with the same Pro Rata Share as the Roll-Up Advances so assigned.

New Money Advance. Any New Money Advance and any Commitment may only be assigned subject to the concurrent assignment to the same assignee by the assignor of Roll-Up Advances (or if prior to the ~~Final-Period~~Supplemental Effective Date, the right to receive Roll-Up Advances on the Final Facility Effective Date or the Supplemental Effective Date, as applicable) with the same Pro Rata Share of the New Money Advances and the Commitment of the assignor of such assigned New Money Advance and Commitment so assigned.

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by paragraph (b)(i)(B) of this Section 9.08 and, in addition:

(A) [Reserved.]

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (1) the credit facility or any unfunded Commitments with respect to the credit facility if such assignment is to a Person that is not a Lender with a Commitment in respect of such credit facility, an Affiliate of such Lender or an Approved Fund with respect to such Lender, or (2) any Advances to a Person who is not a Lender, an Affiliate of a Lender or an Approved Fund.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500; provided that the Administrative Agent may, in its sole discretion, elect

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to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to Certain Persons. No such assignment shall be made to (A) the Borrower, MorningStar, Encap, or any of their respective Affiliates, or (B) to any Defaulting Lender or Potential Defaulting Lender or any of their respective Affiliates, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (v).

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural Person.

(vii) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Advances previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (A) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent and each other Lender hereunder (and interest accrued thereon), and (B) acquire (and fund as appropriate) its full pro rata share of all Advances in accordance with its Pro Rata Share. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder becomes effective under applicable Legal Requirements without compliance with the provisions of this paragraph, then the assignee of such interest will be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Upon such execution, delivery, acceptance and recording thereof by the Administrative Agent pursuant to paragraph (c) of this Section 9.08, from and after the effective date specified in each Assignment and Assumption, (1) the Eligible Assignee thereunder shall be a party hereto for all purposes and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Assumption, have the rights and obligations of a Lender hereunder, and (2) such assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Assumption, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all or the remaining portion of such Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 2.12, 2.13, 9.04 and 9.05 with respect to facts and circumstances occurring prior to the effective date of such assignment; provided that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (d) of this Section 9.08.

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(c) Register. The Administrative Agent shall maintain at its Applicable Lending Office a copy of each Assignment and Assumption delivered to and accepted by it and a register for the recordation of the names and addresses of the Lenders and the Commitments of, and principal amount of the Advances owing to (and stated interest thereon), each Lender from time to time (the “Register”). The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and each of the Loan Parties, the Administrative Agent, and the Lenders may treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. In addition, the Administrative Agent shall maintain on the Register information regarding the designation, and revocation of designation, of any Lender as a Defaulting Lender. The Register shall be available for inspection by the Borrower or any Lender at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural Person or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person, or the Borrower or any of the Borrower’s Affiliates or Subsidiaries) (each, a “Participant”) in all or a portion of such Lender’s rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Advances owing to it); provided that (i) such Lender’s obligations under this Agreement shall remain unchanged and such Participant shall have no direct voting rights under this Agreement as a Lender, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and (iii) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 9.05(d) with respect to any payments made by such Lender to its Participant(s).

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the first proviso to Section 9.01 that directly affects such Participant. Subject to the last two sentences of this paragraph (d), Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.11, 2.12, 2.13, 9.04, 9.05 and 9.06 (subject to the requirements and limitations therein, including the requirements under Section 2.13(f) (it being understood that the documentation required under Section 2.13(f) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 9.08; provided that such Participant (A) agrees to be subject to the provisions of Section 2.16 as if it were an assignee under paragraph (b) of this Section 9.08; and (B) shall not be entitled to receive any greater payment under Section 2.12 or Section 2.13, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrower’s request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 2.16(b) with respect to any Participant. To the extent permitted by Legal Requirement, each Participant also shall be entitled to the benefits of Section 7.04 as though it were a Lender, provided such Participant agrees to be subject to Section 2.10 as though it were a

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Lender. A Participant shall not be entitled to receive any greater payment under Section 2.12 or 2.13 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent (such consent not to be unreasonable withheld, delayed or conditioned). Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Advances or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Pledge of Rights. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or any other central bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(f) Approved Funds. Notwithstanding anything to the contrary contained herein, any Lender that is an Approved Fund may create a security interest in all or any portion of the Advances owing to it and the Note, if any, held by it to the trustee for holders of obligations owed, or securities issued, by such Fund as security for such obligations or securities, provided that unless and until such trustee actually becomes a Lender in compliance with the other provisions of this Section 9.08, (i) no such pledge shall release the pledging Lender from any of its obligations under the Loan Documents, and (ii) such trustee shall not be entitled to exercise any of the rights of a Lender under the Loan Documents even though such trustee may have acquired ownership rights with respect to the pledged interest through foreclosure or otherwise.

(g) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 9.09 Confidentiality. (a) Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective managers, administrators, trustees,

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partners, directors, officers, employees, agents, advisors and other representatives on a “need to know” basis (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including (i) any self-regulatory authority, such as the National Association of Insurance Commissioners, and (ii) in connection with any pledge or assignment under Section 9.08(e), any Federal Reserve Bank or other central bank), (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, (ii) any actual or prospective counterparty (or its managers, administrators, trustees, partners, directors, officers, employees, agents, advisors and other representatives) to any swap, derivative or other transaction under which payments are to be made by reference to the Borrower and its obligations this Agreement or payments hereunder, (iii) any rating agency, or (iv) the CUSIP Service Bureau or any similar organization, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section, (ii) becomes available to the Administrative Agent or any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower, or (iii) was or is independently developed, discovered or arrived at by the Administrative Agent or any Lender without use or reference to the Information. For purposes of this Section 9.09(a), “Information” means all information received from the Borrower, MorningStar, Encap, or any of their respective Affiliates relating to the Borrower or any of its Subsidiaries or any of their respective businesses including, without limitation, any information obtained from Borrower or any of the Subsidiaries in connection with Borrower’s compliance with Section 5.05 or Section 5.06 of this Agreement, other than any such information that is available to the Administrative Agent or any Lender or any of its Affiliates on a nonconfidential basis prior to disclosure by the Borrower, MorningStar, Encap, or any of their respective Affiliates; provided that, in the case of information received from the Borrower, MorningStar, Encap, or any of their respective Affiliates after the Closing Date, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 9.09(a) shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

(b) Notwithstanding the foregoing, (i) each Arranger shall maintain the confidentiality of the information and documents provided pursuant to Section 5.06(t), and (ii) each of the Lenders and the Administrative Agent shall maintain (and the Administrative Agent shall inform its financial advisor of the confidential nature of such information and instruct the financial advisor to keep such information confidential) the confidentiality of the information and documents posted to any data room established for potential bidders as to which access is provided pursuant to Section 5.05, all of which information and documents referred to in clauses (i) and (ii) above shall be deemed to constitute “Information” hereunder regardless of whether the Borrower otherwise identifies such information and documents as being confidential, except that such Information may be furnished by such Person (a) to its Affiliates and to its and its Affiliates’ respective managers, administrators, trustees, partners, directors, officers, employees, agents, advisors and other representatives on a “need to know” basis (it being understood that the Persons to whom such disclosure is made will be informed of the

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confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it, (c) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (d) to the Borrower or with the consent of the Borrower or (e) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or any other confidentiality provision in favor of the Borrower or (y) becomes available to such Person on a nonconfidential basis from a source other than the Borrower and which source is not known by such Person to be subject to a confidentiality restriction in respect thereof in favor of the Borrower or any Affiliate of the Borrower. For purposes of this Section 9.09(b), “Information” means all information received or from the Borrower, MorningStar, Encap, or any of their respective Affiliates relating to the Borrower or any of its Subsidiaries or any of their respective businesses including, without limitation, any information obtained from Borrower or any of the Subsidiaries in connection with Borrower’s compliance with Section 5.05 or Section 5.06 of this Agreement, other than any such information that is available to any Arranger, the Administrative Agent or any Lender or any of their Affiliates on a nonconfidential basis prior to disclosure by the Borrower, MorningStar, Encap, or any of their respective Affiliates; provided that, in the case of information received from the Borrower, MorningStar, Encap, or any of their respective Affiliates after the Closing Date, such information (other than information received by the Arrangers pursuant to Section 5.05(t) or included in any data room established for potential bidders as to which access is provided pursuant to Section 5.05) is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 9.09(b) shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Section 9.10 Counterparts; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Except as provided in Section 3.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 9.11 Survival of Representations, etc. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Advance, and shall continue in full force and effect as long as any Advance or any other Obligation hereunder shall remain unpaid or unsatisfied.

The provisions of Section 2.11, Section 2.12, Section 2.13 and Section 9.04 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Advances, the expiration or termination of the

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Commitments or the termination of this Agreement, any other Loan Document or any provision hereof or thereof.

To the extent that any payments on the Obligations or proceeds of any collateral are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, debtor in possession, receiver or other Person under any bankruptcy law, common law or equitable cause, then to such extent, the Obligations shall be revived and continue as if such payment or proceeds had not been received and the Administrative Agent's and the Lenders' Liens, security interests, rights, powers and remedies under this Agreement and each Loan Document shall continue in full force and effect. In such event, each Loan Document shall be automatically reinstated and the Borrower shall, and shall cause each other Loan Party to, take such action as may be reasonably requested by the Administrative Agent and the Lenders to effect such reinstatement.

Section 9.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby, and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 9.13 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the Maximum Rate. If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Advances or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Legal Requirement, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

Section 9.14 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

Section 9.15 Submission to Jurisdiction; Waiver of Venue; Service of Process.

(a) Submission to Jurisdiction. Each of the Borrower, the Lenders, and the other parties hereto irrevocably and unconditionally submits to the exclusive jurisdiction of the Bankruptcy Court or any other Federal court having jurisdiction over the Chapter 11 Case, and, to the extent that the Bankruptcy Court or Federal court do not have jurisdiction, any state court in the State of New York, or any Federal court of the United States of America sitting in the Borough of Manhattan for the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the other Loan Documents, the use of proceeds thereof or any of the Transactions and irrevocably agrees that all claims in respect of any such suit, action or proceeding shall be heard and determined in any such court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in

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any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Borrower or any other Loan Party or its properties in the courts of any jurisdiction.

(b) Waiver of Venue. Each of the Borrower, the Lenders and the other parties hereto irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 9.02 other than by electronic mail. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

Section 9.16 Waiver of Jury Trial. Each party to this Agreement hereby expressly and irrevocably waives, to the fullest extent permitted by applicable Legal Requirements, any right it may have to trial by jury IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). Each party hereto (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. Each party hereby agrees and consents that any party hereto may file an original counterpart or a copy of this section with any court as written evidence of the consent of the signatories hereto to the waiver of their right to trial by jury.

Section 9.17 Appointment of Process Agent. Each of the Loan Parties hereby appoints, and shall maintain the appointment of, CT Corporation System (the "Process Agent"), with an office on the Closing Date at 111 Eighth Avenue, New York, NY 10011, as its agent to receive on behalf of it and its properties service of copies of the summons and complaint and any other process which may be served in any such action or proceeding. Such service may be made by mailing by certified mail a copy of such process to the applicable Loan Party, in care of the Process Agent at the Process Agent's above address, with a copy to the applicable Loan Party, at its address specified herein, and each Loan Party hereby irrevocably authorizes and directs the Process Agent to accept such service on its behalf. As an alternative method of service, each Loan Party also irrevocably consents to the service of any and all process in any such action or proceeding by the mailing by certified mail of copies of such process to it at its address specified herein. Each Loan Party agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Section 9.17 shall affect the right of any Lender or the Administrative Agent to serve legal process in any other manner permitted by applicable law or

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affect the right of any Lender or the Administrative Agent to bring any suit, action or proceeding against each Loan Party or its property in the courts of other jurisdictions.

Section 9.18 USA Patriot Act; OFAC. Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies each Loan Party and each shareholder of any Loan Party holding 10% or more of the outstanding common shares, which information includes the name and address of such Loan Party or equity holder of such Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Loan Party or equity holder of such Loan Party in accordance with the Act. In addition, Borrower agrees to ensure that no Person who owns a controlling interest in or otherwise controls any Loan Party is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the OFAC, the Department of the Treasury or included in any Executive Order. Promptly following a request from the Administrative Agent, or a Lender, each Loan Party hereby agrees to deliver all documentation and other information that the Administrative Agent or a Lender, as applicable, may reasonably request in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the Act.

Section 9.19 Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under this Guaranty in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 9.19 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 9.19, or otherwise under this Guaranty, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the termination of all Commitments and indefeasible payment in full of all Obligations (other than contingent indemnification obligations). Each Qualified ECP Guarantor intends that this Section 9.19 constitute, and this Section 9.19 shall be deemed to constitute, a “keepwell, support, or other agreement” for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

Section 9.20 ERISA. Each Lender as of the Closing Date represents and warrants as of the Closing Date to the Administrative Agent and each other Arranger and their respective Affiliates, and not, for the avoidance of doubt, for the benefit of the Borrower or any other Loan Party, that such Lender is not and will not be (a) an employee benefit plan subject to Title I of ERISA, (b) a plan or account subject to Section 4975 of the Code; (c) an entity deemed to hold “plan assets” of any such plans or accounts for purposes of ERISA or the Code; or (d) a “governmental plan” within the meaning of ERISA.

Section 9.21 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower acknowledges and agrees that: (a) (i) the arranging and other services regarding this Agreement provided by the Administrative Agent and the Lenders are arm’s-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the Administrative Agent and the Lenders, on the other hand, (ii) the Borrower has

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consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents, (b) (i) the Administrative Agent and the Lenders each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Affiliates, or any other Person, and (ii) neither the Administrative Agent nor any Lender has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents, and (c) the Administrative Agent, the Lenders, and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and neither the Administrative Agent nor any Lender has any obligation to disclose any of such interests to the Borrower or its Affiliates. To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against the Administrative Agent and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 9.22 Integration. This Agreement and the other Loan Documents represent the final agreement among the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements among the parties.

Section 9.23 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

Section 9.24 Acknowledgment Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Obligations or any other agreement or instrument that is a QFC (such support "QFC Credit Support" and each such QFC a

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“Supported QFC”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “U.S. Special Resolution Regimes”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a “Covered Party”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

Section 9.25 Flood Insurance Provisions. Notwithstanding any provision in this Agreement or any other Loan Document to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of “Mortgaged Property” and no Building or Manufactured (Mobile) Home is hereby encumbered by this Agreement or any other Loan Document. As used herein, “Flood Insurance Regulations” means (a) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (b) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (c) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time and (d) the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder.

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Schedule  
1(a)

**EXHIBIT A**  
**FORM OF ASSIGNMENT AND ASSUMPTION**  
Affected Leases

This Assignment and Assumption (the “Assignment and Assumption”) is dated as of the Effective Date set forth below and is entered into by and between [the][each]

<sup>1</sup>

Assignor identified in item 1 below ([the][each, an] “Assignor”) and [the][each]

<sup>2</sup>

Assignee identified in item 2 below ([the][each, an] “Assignee”). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees]

<sup>3</sup>

hereunder are several and not joint.]

<sup>4</sup>

Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by [the][each] Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of [the Assignor’s][the respective Assignors’] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of [the Assignor][the respective Assignors] under the respective facilities identified below (including without limitation any letters of credit and guarantees included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as [the][an] “Assigned Interest”). Each such sale and

<sup>1</sup> For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.

<sup>2</sup> For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.

<sup>3</sup> Select as appropriate.

<sup>4</sup> Include bracketed language if there are either multiple Assignors or multiple Assignees.

~~assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by [the][any] Assignor.~~

~~1. Assignor[s]:~~ \_\_\_\_\_

~~2. Assignee[s]:~~ \_\_\_\_\_

~~[for each Assignee, indicate [Affiliate][Approved Fund] of [identify Lender]]~~

~~3. Borrower:~~ **SOUTHLAND ROYALTY COMPANY LLC**

~~4. Administrative Agent:~~ **CITIBANK, N.A., as the administrative agent under the Credit Agreement**

~~5. Credit Agreement:~~ **Senior Secured Superpriority Debtor in Possession Credit Agreement dated as of February 6, 2020 among Borrower, the Lenders party thereto from time to time, and Citibank, N.A., as Administrative Agent.**

~~6. Assigned Interest[s]:~~

Assignor[s]	Assignee[s]	Aggregate Amount of Commitments /Advances for all Lenders	Amount of Commitment / Advances Assigned <sup>5</sup>	Percentage Assigned of Commitment / Advances <sup>6</sup>	CUSIP Number
		\$	\$	%	
		\$	\$	%	
		\$	\$	%	

<u>BLM Lease No.</u>	<u>Parcel</u>	<u>Legal Description</u>	<u>Total Acres</u>
<u>WYW 187028</u>	<u>WY-182Q-003</u> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<u>Carbon County, WY</u> <u>T.0160N, R.0900W, 06th PM, WY</u> <u>Sec. 006 LOTS 14-19,21,22,25,26;</u> <u>Sec. 006 SESW,W2SE;</u> <u>Acres: 432.28</u>	<u>432.28</u>
<u>WYW 187029</u>	<u>WY-182Q-004</u> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<u>Carbon County, WY</u> <u>T.0170N, R.0900W, 06th PM, WY</u> <u>Sec. 020 ALL;</u> <u>Sec.021 ALL;</u> <u>Acres: 1,280.00</u>	<u>1,280.00</u>

<sup>5</sup> Amount to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

<sup>6</sup> Set forth, to at least 9 decimals, as a percentage of the Commitment / Advances of all Lenders thereunder.

<u>BLM Lease No.</u>	<u>Parcel</u>	<u>Legal Description</u>	<u>Total Acres</u>
<a href="#">WYW 187030</a>	<a href="#">WY-182Q-005</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Carbon County, WY</a> <a href="#">T.0170N, R.0900W, 06th PM, WY</a> <a href="#">Sec. 028 ALL;</a> <a href="#">Acres: 640.00</a>	<a href="#">640.00</a>
<a href="#">WYW 187031</a>	<a href="#">WY-182Q-006</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Carbon County, WY</a> <a href="#">T.0170N, R.0900W, 06th PM, WY</a> <a href="#">Sec. 029 ALL;</a> <a href="#">Acres: 640.00</a>	<a href="#">640.00</a>
<a href="#">WYW 187032</a>	<a href="#">WY-182Q-007</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Carbon County, WY</a> <a href="#">T.0180N, R.0900W, 06th PM, WY</a> <a href="#">Sec. 002 LOTS 1-9;</a> <a href="#">Sec. 002 S2N2,W2SW,NESE;</a> <a href="#">Sec. 012 LOTS 1-9;</a> <a href="#">Sec. 012 W2NE,SENE,SE;</a> <a href="#">Acres: 1,232.93</a>	<a href="#">1,232.93</a>
<a href="#">WYW 187035</a>	<a href="#">WY-182Q-010</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Carbon County, WY</a> <a href="#">T.0190N, R.0900W, 06th PM, WY</a> <a href="#">Sec. 012 LOTS 1,2;</a> <a href="#">Sec. 012 N2SW;</a> <a href="#">Sec. 014 NE,SESW;</a> <a href="#">Acres: 355.70</a>	<a href="#">355.70</a>
<a href="#">WYW 187036</a>	<a href="#">WY-182Q-011</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Carbon County, WY</a> <a href="#">T.0190N, R.0900W, 06th PM, WY</a> <a href="#">Sec. 020 ALL;</a> <a href="#">Sec. 028 ALL;</a> <a href="#">Sec. 030 LOTS 1-4;</a> <a href="#">Sec. 030 E2,E2W2;</a> <a href="#">Acres: 1,920.72</a>	<a href="#">1,920.72</a>
<a href="#">WYW 187037</a>	<a href="#">WY-182Q-012</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Carbon County, WY</a> <a href="#">T.0190N, R.0900W, 06th PM, WY</a> <a href="#">Sec. 022 LOTS 1-4;</a> <a href="#">Sec. 022 N2,SW;</a> <a href="#">Sec. 024 LOTS 1-4;</a> <a href="#">Sec. 024 E2,E2W2;</a> <a href="#">Sec. 026 NE,N2NW,SWNW,S2S2,NESE;</a> <a href="#">Sec. 034 ALL;</a> <a href="#">Acres: 2,381.60</a>	<a href="#">2,381.60</a>
<a href="#">WYW 187038</a>	<a href="#">WY-182Q-013</a> <a href="#">Parcel Info</a>	<a href="#">Carbon County, WY</a> <a href="#">T.0190N, R.0900W, 06th PM, WY</a> <a href="#">Sec. 032 ALL;</a>	<a href="#">640.00</a>

<a href="#">BLM Lease No.</a>	<a href="#">Parcel</a>	<a href="#">Legal Description</a>	<a href="#">Total Acres</a>
	<a href="#">View on Map</a>	<a href="#">Acres: 640.00</a>	
<a href="#">WYW 187048</a>	<a href="#">WY-182Q-023</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Carbon County, WY</a> <a href="#">T.0190N, R.0910W, 06th PM, WY</a> <a href="#">Sec. 004 LOTS 1-10;</a> <a href="#">Sec. 004 SWNE,S2NW,N2SW,SESE;</a> <a href="#">Sec. 006 LOTS 1-6,8-10;</a> <a href="#">Sec. 006 S2NE,SENE,SE;</a> <a href="#">Sec. 008 ALL;</a> <a href="#">Acres: 1,904.61</a>	<a href="#">1,904.61</a>
<a href="#">WYW 187049</a>	<a href="#">WY-182Q-024</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Carbon County, WY</a> <a href="#">T.0190N, R.0910W, 06th PM, WY</a> <a href="#">Sec. 030 LOTS 1-4;</a> <a href="#">Sec. 030 E2,E2W2;</a> <a href="#">Acres: 616.88</a>	<a href="#">616.88</a>
<a href="#">WYW 187064</a>	<a href="#">WY-182Q-039</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0220N, R.0930W, 06th PM, WY</a> <a href="#">Sec. 018 LOTS 5-20;</a> <a href="#">Sec. 028 LOTS 1-16;</a> <a href="#">Acres: 1,268.94</a>	<a href="#">1,268.94</a>
<a href="#">WYW 187073</a>	<a href="#">WY-182Q-048</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0150N, R.0940W, 06th PM, WY</a> <a href="#">Sec. 023 ALL;</a> <a href="#">Sec. 026 ALL;</a> <a href="#">Sec. 035 ALL;</a> <a href="#">Acres: 1,920.00</a>	<a href="#">1,920.00</a>
<a href="#">WYW 187074</a>	<a href="#">WY-182Q-049</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0150N, R.0940W, 06th PM, WY</a> <a href="#">Sec. 027 ALL;</a> <a href="#">Sec. 034 ALL;</a> <a href="#">Acres: 1,280.00</a>	<a href="#">1,280.00</a>
<a href="#">WYW 187078</a>	<a href="#">WY-182Q-053</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0230N, R.0940W, 06th PM, WY</a> <a href="#">Sec. 002 LOTS 5-12;</a> <a href="#">Acres: 318.84</a>	<a href="#">318.84</a>
<a href="#">WYW 187085</a>	<a href="#">WY-182Q-060</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0240N, R.0940W, 06th PM, WY</a> <a href="#">Sec. 019 LOTS 1,2;</a> <a href="#">Sec. 019 N2NE,NENW;</a> <a href="#">Sec. 030 LOTS 1-4;</a>	<a href="#">1,433.60</a>

<a href="#">BLM Lease No.</a>	<a href="#">Parcel</a>	<a href="#">Legal Description</a>	<a href="#">Total Acres</a>
		<a href="#">Sec. 030 E2,E2W2;</a> <a href="#">Sec. 031 LOTS 1-4;</a> <a href="#">Sec. 031 E2,E2W2;</a> <a href="#">Acres: 1,433.60</a>	
<a href="#">WYW 187086</a>	<a href="#">WY-182Q-061</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0240N, R.0940W, 06th PM, WY</a> <a href="#">Sec. 020 N2N2;</a> <a href="#">Sec. 029 ALL;</a> <a href="#">Acres: 800.00</a>	<a href="#">800.00</a>
<a href="#">WYW 187088</a>	<a href="#">WY-182Q-063</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">0240N, R.0940W, 06th PM, WY</a> <a href="#">Sec. 022 N2,E2SW,SE;</a> <a href="#">Sec. 027 W2;</a> <a href="#">Acres: 880.00</a>	<a href="#">880.00</a>
<a href="#">WYW 187089</a>	<a href="#">WY-182Q-064</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0240N, R.0940W, 06th PM, WY</a> <a href="#">Sec. 023 ALL;</a> <a href="#">Sec. 026 W2;</a> <a href="#">Sec. 035 W2;</a> <a href="#">Acres: 1,280.00</a>	<a href="#">1,280.00</a>
<a href="#">WYW 187097</a>	<a href="#">WY-182Q-072</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0190N, R.0950W, 06th PM, WY</a> <a href="#">Sec. 004 LOTS 1-4;</a> <a href="#">Sec. 004 S2;</a> <a href="#">Sec. 004 SWNE,S2NW (EXCL 17.57 AC</a> <a href="#">Sec. 004 IN RR ROW UNDER ACT OF</a> <a href="#">Sec. 004 3/3/1875);</a> <a href="#">Sec. 010 W2;</a> <a href="#">Sec. 020 ALL;</a> <a href="#">Sec. 030 LOTS 1-4;</a> <a href="#">Sec. 030 E2,E2W2;</a> <a href="#">Acres: 2,204.03</a>	<a href="#">2,204.03</a>
<a href="#">WYW 187102</a>	<a href="#">WY-182Q-077</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0230N, R.0950W, 06th PM, WY</a> <a href="#">Sec. 001 S2;</a> <a href="#">Sec. 012 ALL;</a> <a href="#">Acres: 960.00</a>	<a href="#">960.00</a>
<a href="#">WYW 187116</a>	<a href="#">WY-182Q-091</a> <a href="#">Parcel Info</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0250N, R.0950W, 06th PM, WY</a> <a href="#">Sec. 018 E2;</a>	<a href="#">953.44</a>



<u>BLM Lease No.</u>	<u>Parcel</u>	<u>Legal Description</u>	<u>Total Acres</u>
	<a href="#">View on Map</a>	<a href="#">Sec. 019 LOTS 1-4;</a> <a href="#">Acres: 953.44</a>	
<a href="#">WYW 187121</a>	<a href="#">WY-182Q-096</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0170N, R.0960W, 06th PM, WY</a> <a href="#">Sec. 012 ALL;</a> <a href="#">Acres: 640.00</a>	<a href="#">640.00</a>
<a href="#">WYW 187123</a>	<a href="#">WY-182Q-098</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0180N, R.0960W, 06th PM, WY</a> <a href="#">Sec. 020 LOTS 1;</a> <a href="#">Sec. 020 W2NE,SENE,W2,SE;</a> <a href="#">Sec. 028 LOTS 1;</a> <a href="#">Sec. 028 N2,SW,NESE,S2SE;</a> <a href="#">Sec. 032 LOTS 1,2;</a> <a href="#">Sec. 032 W2NE,W2,SE;</a> <a href="#">Acres: 1,916.12</a>	<a href="#">1,916.12</a>
<a href="#">WYW 187125</a>	<a href="#">WY-182Q-100</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0220N, R.0960W, 06th PM, WY</a> <a href="#">Sec. 026 ALL;</a> <a href="#">Acres: 640.00</a>	<a href="#">640.00</a>
<a href="#">WYW 187126</a>	<a href="#">WY-182Q-101</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0220N, R.0960W, 06th PM, WY</a> <a href="#">Sec. 028 ALL;</a> <a href="#">Acres: 640.00</a>	<a href="#">640.00</a>
<a href="#">WYW 187133</a>	<a href="#">WY-182Q-108</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0190N, R.0970W, 06th PM, WY</a> <a href="#">Sec. 010 ALL;</a> <a href="#">Acres: 640.00</a>	<a href="#">640.00</a>
<a href="#">WYW 187134</a>	<a href="#">WY-182Q-109</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0190N, R.0970W, 06th PM, WY</a> <a href="#">Sec. 012 LOTS 1-4;</a> <a href="#">Sec. 012 NW;</a> <a href="#">Sec. 014 S2;</a> <a href="#">Sec. 022 NE,E2NW,SW;</a> <a href="#">Sec. 028 SENE,SESW,SE;</a> <a href="#">Sec. 034 NW;</a> <a href="#">Acres: 1,459.28</a>	<a href="#">1,459.28</a>
<a href="#">WYW 187135</a>	<a href="#">WY-182Q-110</a> <a href="#">Parcel Info</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0200N, R.0970W, 06th PM, WY</a> <a href="#">Sec. 002 LOTS 5-8;</a>	<a href="#">1,994.08</a>

<u>BLM Lease No.</u>	<u>Parcel</u>	<u>Legal Description</u>	<u>Total Acres</u>
	<a href="#">View on Map</a>	<a href="#">Sec. 002 S2;</a> <a href="#">Sec. 012 LOTS 1-4;</a> <a href="#">Sec. 012 W2;</a> <a href="#">Sec. 014 ALL;</a> <a href="#">Sec. 024 LOTS 1-4;</a> <a href="#">Sec. 024 W2;</a> <a href="#">Acres: 1,994.08</a>	
<a href="#">WYW 187136</a>	<a href="#">WY-182Q-111</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0200N, R.0970W, 06th PM, WY</a> <a href="#">Sec. 004 LOTS 5-8;</a> <a href="#">Sec. 004 S2;</a> <a href="#">Sec. 010 ALL;</a> <a href="#">Acres: 1,076.12</a>	<a href="#">1,076.12</a>
<a href="#">WYW 187137</a>	<a href="#">WY-182Q-112</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0200N, R.0970W, 06th PM, WY</a> <a href="#">Sec. 006 LOTS 7-10;</a> <a href="#">Sec. 006 S2;</a> <a href="#">Sec. 008 ALL;</a> <a href="#">Sec. 018 ALL;</a> <a href="#">Acres: 1,719.28</a>	<a href="#">1,719.28</a>
<a href="#">WYW 187138</a>	<a href="#">WY-182Q-113</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0200N, R.0970W, 06th PM, WY</a> <a href="#">Sec. 020 ALL;</a> <a href="#">Sec. 030 ALL;</a> <a href="#">Sec. 032 ALL;</a> <a href="#">Acres: 1,920.00</a>	<a href="#">1,920.00</a>
<a href="#">WYW 187139</a>	<a href="#">WY-182Q-114</a> <a href="#">Parcel Info</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0200N, R.0970W, 06th PM, WY</a> <a href="#">Sec. 022 ALL;</a> <a href="#">Sec. 028 ALL;</a> <a href="#">Sec. 034 NENE,S2;</a> <a href="#">Acres: 1,640.00</a>	<a href="#">1,640.00</a>
<a href="#">WYW 187140</a>	<a href="#">WY-182Q-115</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0200N, R.0970W, 06th PM, WY</a> <a href="#">Sec. 026 N2,N2SW,SESW,SE;</a> <a href="#">Acres: 600.00</a>	<a href="#">600.00</a>
<a href="#">WYW 187144</a>	<a href="#">WY-182Q-119</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0210N, R.0970W, 06th PM, WY</a> <a href="#">Sec. 020 ALL;</a> <a href="#">Sec. 032 E2;</a>	<a href="#">960.00</a>

<u>BLM Lease No.</u>	<u>Parcel</u>	<u>Legal Description</u>	<u>Total Acres</u>
		<u>Acres: 960.00</u>	
<u>WYW 187147</u>	<u>WY-182Q-122</u> <u>Parcel Info</u> <u>View on Map</u>	<u>Sweetwater County, WY</u> <u>T.0220N, R.0970W, 06th PM, WY</u> <u>Sec. 002 LOTS 1-4;</u> <u>Sec. 002 S2N2,S2;</u> <u>Sec. 012 ALL;</u> <u>Sec. 014 ALL;</u> <u>Acres: 1,921.96</u>	<u>1,921.96</u>
<u>WYW 187148</u>	<u>WY-182Q-123</u> <u>Parcel Info</u> <u>View on Map</u>	<u>Sweetwater County, WY</u> <u>T.0220N, R.0970W, 06th PM, WY</u> <u>Sec. 004 LOTS 5-8;</u> <u>Sec. 004 S2N2,S2;</u> <u>Sec. 010 ALL;</u> <u>Acres: 1,281.56</u>	<u>1,281.56</u>
<u>WYW 187149</u>	<u>WY-182Q-124</u> <u>Parcel Info</u> <u>View on Map</u>	<u>Sweetwater County, WY</u> <u>T.0220N, R.0970W, 06th PM, WY</u> <u>Sec. 005 LOTS 5-8;</u> <u>Sec. 005 S2N2;</u> <u>Sec. 006 LOTS 8-14;</u> <u>Sec. 006 S2NE,SENE,E2SW,SE;</u> <u>Sec. 008 ALL;</u> <u>Sec. 018 LOTS 5-8;</u> <u>Sec. 018 E2,E2W2;</u> <u>Acres: 2,218.00</u>	<u>2,218.00</u>
<u>WYW 187150</u>	<u>WY-182Q-125</u> <u>Parcel Info</u> <u>View on Map</u>	<u>Sweetwater County, WY</u> <u>T.0220N, R.0970W, 06th PM, WY</u> <u>Sec. 020 ALL;</u> <u>Sec. 028 SW;</u> <u>Sec. 030 LOTS 5-8;</u> <u>Sec. 030 E2,E2W2;</u> <u>Sec. 032 ALL;</u> <u>Acres: 2,072.32</u>	<u>2,072.32</u>
<u>WYW 187515</u>	<u>WY-182Q-126</u> <u>Parcel Info</u> <u>View on Map</u>	<u>Sweetwater County, WY</u> <u>T.0220N, R.0970W, 06th PM, WY</u> <u>Sec. 024 ALL;</u> <u>Sec. 026 SESE;</u> <u>Acres: 680.00</u>	<u>680.00</u>
<u>WYW 187153</u>	<u>WY-182Q-128</u> <u>Parcel Info</u>	<u>Sweetwater County, WY</u> <u>T.0250N, R.0970W, 06th PM, WY</u> <u>Sec. 004 LOTS 1-4;</u>	<u>2,368.06</u>

<a href="#">BLM Lease No.</a>	<a href="#">Parcel</a>	<a href="#">Legal Description</a>	<a href="#">Total Acres</a>
	<a href="#">View on Map</a>	<a href="#">Sec. 004 S2N2,S2;</a> <a href="#">Sec. 005 LOTS 1-4;</a> <a href="#">Sec. 005 S2N2,S2;</a> <a href="#">Sec. 008 ALL;</a> <a href="#">Sec. 009 N2,N2SW,SWSW;</a> <a href="#">Acres: 2,368.06</a>	
<a href="#">WYW 187154</a>	<a href="#">WY-182Q-129</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0250N, R.0970W, 06th PM, WY</a> <a href="#">Sec. 006 LOTS 1-7;</a> <a href="#">Sec. 006 S2NE,SE,SW,SE;</a> <a href="#">Sec. 007 LOTS 1-4;</a> <a href="#">Sec. 007 E2,E2W2;</a> <a href="#">Sec. 018 N2NE;</a> <a href="#">Acres: 1,318.92</a>	<a href="#">1,318.92</a>
<a href="#">WYW 187155</a>	<a href="#">WY-182Q-130</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0250N, R.0970W, 06th PM, WY</a> <a href="#">Sec. 025 ALL;</a> <a href="#">Acres: 640.00</a>	<a href="#">640.00</a>
<a href="#">WYW 187156</a>	<a href="#">WY-182Q-131</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0140N, R.0980W, 06th PM, WY</a> <a href="#">Sec. 001 LOTS 3,4;</a> <a href="#">Sec. 001 S2NW,W2SW;</a> <a href="#">Sec. 002 LOTS 1-4;</a> <a href="#">Sec. 002 S2N2,S2;</a> <a href="#">Sec. 003 LOTS 1-4;</a> <a href="#">Sec. 003 S2N2,S2;</a> <a href="#">Sec. 004 LOTS 1-4;</a> <a href="#">Sec. 004 S2N2,S2;</a> <a href="#">Acres: 2,157.91</a>	<a href="#">2,157.91</a>
<a href="#">WYW 187158</a>	<a href="#">WY-182Q-133</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0190N, R.0980W, 06th PM, WY</a> <a href="#">Sec. 002 LOTS 6;</a> <a href="#">Sec. 002 SWNE;</a> <a href="#">Sec. 010 SE;</a> <a href="#">Sec. 012 ALL;</a> <a href="#">Sec. 014 N2NE,NWNW;</a> <a href="#">Acres: 1,000.12</a>	<a href="#">1,000.12</a>
<a href="#">WYW 187160</a>	<a href="#">WY-182Q-135</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0190N, R.0980W, 06th PM, WY</a> <a href="#">Sec. 006 LOTS 8-12;</a> <a href="#">Sec. 006 SENW;</a>	<a href="#">630.17</a>

<u><a href="#">BLM Lease No.</a></u>	<u><a href="#">Parcel</a></u>	<u><a href="#">Legal Description</a></u>	<u><a href="#">Total Acres</a></u>
		<u><a href="#">Sec. 008 E2,E2NW;</a></u> <u><a href="#">Acres: 630.17</a></u>	
<u><a href="#">WYW 187161</a></u>	<u><a href="#">WY-182Q-136</a></u> <u><a href="#">Parcel Info</a></u> <u><a href="#">View on Map</a></u>	<u><a href="#">Sweetwater County, WY</a></u> <u><a href="#">T.0190N, R.0980W, 06th PM, WY</a></u> <u><a href="#">Sec. 018 E2NE;</a></u> <u><a href="#">Acres: 80.00</a></u>	<u><a href="#">80.00</a></u>
<u><a href="#">WYW 187162</a></u>	<u><a href="#">WY-182Q-137</a></u> <u><a href="#">Parcel Info</a></u> <u><a href="#">View on Map</a></u>	<u><a href="#">Sweetwater County, WY</a></u> <u><a href="#">T.0200N, R.0980W, 06th PM, WY</a></u> <u><a href="#">Sec. 012 ALL;</a></u> <u><a href="#">Sec. 014 NE,S2;</a></u> <u><a href="#">Sec. 024 ALL;</a></u> <u><a href="#">Acres: 1,760.00</a></u>	<u><a href="#">1,760.00</a></u>
<u><a href="#">WYW 187163</a></u>	<u><a href="#">WY-182Q-138</a></u> <u><a href="#">Parcel Info</a></u> <u><a href="#">View on Map</a></u>	<u><a href="#">Sweetwater County, WY</a></u> <u><a href="#">T.0200N, R.0980W, 06th PM, WY</a></u> <u><a href="#">Sec. 028 ALL;</a></u> <u><a href="#">Sec. 032 ALL;</a></u> <u><a href="#">Acres: 1,280.00</a></u>	<u><a href="#">1,280.00</a></u>
<u><a href="#">WYW 187167</a></u>	<u><a href="#">WY-182Q-142</a></u> <u><a href="#">Parcel Info</a></u> <u><a href="#">View on Map</a></u>	<u><a href="#">Sweetwater County, WY</a></u> <u><a href="#">T.0220N, R.0980W, 06th PM, WY</a></u> <u><a href="#">Sec. 001 LOTS 5-8;</a></u> <u><a href="#">Sec. 001 S2N2,S2;</a></u> <u><a href="#">Sec. 011 N2;</a></u> <u><a href="#">Sec. 012 ALL;</a></u> <u><a href="#">Sec. 014 ALL;</a></u> <u><a href="#">Acres: 2,240.20</a></u>	<u><a href="#">2,240.20</a></u>
<u><a href="#">WYW 187169</a></u>	<u><a href="#">WY-182Q-146</a></u> <u><a href="#">Parcel Info</a></u> <u><a href="#">View on Map</a></u>	<u><a href="#">Sweetwater County, WY</a></u> <u><a href="#">T.0220N, R.0980W, 06th PM, WY</a></u> <u><a href="#">Sec. 024 N2,SW,N2SE,SWSE;</a></u> <u><a href="#">Sec. 026 ALL;</a></u> <u><a href="#">Acres: 1,240.00</a></u>	<u><a href="#">1,240.00</a></u>
<u><a href="#">WYW 187170</a></u>	<u><a href="#">WY-182Q-148</a></u> <u><a href="#">Parcel Info</a></u> <u><a href="#">View on Map</a></u>	<u><a href="#">Sweetwater County, WY</a></u> <u><a href="#">T.0140N, R.0990W, 06th PM, WY</a></u> <u><a href="#">Sec. 028 SW;</a></u> <u><a href="#">Sec. 029 S2NE,SENE,S2;</a></u> <u><a href="#">Sec. 030 LOTS 4;</a></u> <u><a href="#">Sec. 030 N2NE,SWNE,SESW,N2SE;</a></u> <u><a href="#">Sec. 031 LOTS 1,2;</a></u> <u><a href="#">Sec. 031 W2NE,SENE,E2NW;</a></u> <u><a href="#">Sec. 032</a></u> <u><a href="#">N2NE,SWNE,NW,W2SW,SESW;</a></u>	<u><a href="#">2,237.90</a></u>

<a href="#">BLM Lease No.</a>	<a href="#">Parcel</a>	<a href="#">Legal Description</a>	<a href="#">Total Acres</a>
		<a href="#">Sec. 032 SE;</a> <a href="#">Sec. 033 SWNE,W2,SE;</a> <a href="#">Acres: 2,237.90</a>	
<a href="#">WYW 187481</a>	<a href="#">WY-183Q-225</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0260N, R.0910W, 06th PM, WY</a> <a href="#">Sec. 028 SE;</a> <a href="#">029 ALL;</a> <a href="#">030 LOTS 1-4;</a> <a href="#">030 E2,E2W2;</a> <a href="#">031 LOTS 1-4;</a> <a href="#">031 E2,E2W2;</a> <a href="#">Acres: 2,072.00</a>	<a href="#">2,072.00</a>
<a href="#">WYW 187482</a>	<a href="#">WY-183Q-226</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0260N, R.0910W, 06th PM, WY</a> <a href="#">Sec. 032 ALL;</a> <a href="#">033 E2,SW;</a> <a href="#">034 ALL;</a> <a href="#">035 ALL;</a> <a href="#">Acres: 2,400.00</a>	<a href="#">2,400.00</a>
<a href="#">WYW 187484</a>	<a href="#">WY-183Q-228</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0260N, R.0920W, 06th PM, WY</a> <a href="#">Sec. 013 ALL;</a> <a href="#">022 SE;</a> <a href="#">023 ALL;</a> <a href="#">024 ALL;</a> <a href="#">Acres: 2,080.00</a>	<a href="#">2,080.00</a>
<a href="#">WYW 187485</a>	<a href="#">WY-183Q-229</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0260N, R.0920W, 06th PM, WY</a> <a href="#">Sec. 025 ALL;</a> <a href="#">026 ALL;</a> <a href="#">Acres: 1,280.00</a>	<a href="#">1,280.00</a>
<a href="#">WYW 187486</a>	<a href="#">WY-183Q-230</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0260N, R.0920W, 06th PM, WY</a> <a href="#">Sec. 034 ALL;</a> <a href="#">035 ALL;</a> <a href="#">Acres: 1,280.00</a>	<a href="#">1,280.00</a>
<a href="#">WYW 187514</a>	<a href="#">WY-183Q-265</a> <a href="#">Parcel Info</a> <a href="#">View on Map</a>	<a href="#">Sweetwater County, WY</a> <a href="#">T.0250N, R.0960W, 06th PM, WY</a> <a href="#">Sec. 030 LOTS 1-8;</a> <a href="#">030 E2;</a>	<a href="#">1,513.20</a>



<u>BLM Lease No.</u>	<u>Parcel</u>	<u>Legal Description</u>	<u>Total Acres</u>
		<u>031 LOTS 1-8;</u> <u>031 E2;</u> <u>Acres: 1,513.20</u>	
<u>WYW 187575</u>	<u>WY-183Q-348</u> <u>Parcel Info</u> <u>View on Map</u>	<u>Sweetwater County, WY</u> <u>T.0260N, R.0920W, 06th PM, WY</u> <u>Sec. 022 W2NW;</u> <u>Acres: 80.00</u>	<u>80.00</u>
<u>WYW 187576</u>	<u>WY-183Q-349</u> <u>Parcel Info</u> <u>View on Map</u>	<u>Sweetwater County, WY</u> <u>T.0260N, R.0920W, 06th PM, WY</u> <u>Sec. 029 ALL;</u> <u>Acres: 640.00</u>	<u>640.00</u>

~~7. Trade Date:~~ \_\_\_\_\_<sup>7</sup>

~~Effective Date:~~ \_\_\_\_\_ - \_\_\_\_\_, 20\_\_\_\_ ~~[TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]~~

<sup>7</sup> ~~To be completed if the Assignor(s) and the Assignee(s) intend that the minimum assignment amount is to be determined as of the Trade Date.~~

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR[S]<sup>8</sup>  
[NAME OF ASSIGNOR]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[NAME OF ASSIGNOR]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE[S]

[NAME OF ASSIGNEE]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[NAME OF ASSIGNEE]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

<sup>8</sup> ~~Add additional signature blocks as needed.~~

~~{Consented to and }<sup>9</sup>Accepted:~~

~~CITIBANK, N.A., as  
Administrative Agent~~

~~By: \_\_\_\_\_~~

~~Name: \_\_\_\_\_~~

~~Title: \_\_\_\_\_~~

~~<sup>9</sup>To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.~~

Annex 1

To Exhibit A—Assignment and Assumption

**STANDARD TERMS AND CONDITIONS  
FOR ASSIGNMENT AND ASSUMPTION**

1. Representations and Warranties.

~~1.1 Assignor[s]. [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][the relevant] Assigned Interest, (ii) [the][such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, its Subsidiaries or Affiliates or any other Person of any of its obligations under any Loan Document.~~

~~1.2 Assignee[s]. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under Section 9.08 of the Credit Agreement (subject to such consents, if any, as may be required under Section 9.08 of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 5.06 thereof, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, and (vii) if it is not incorporated under the laws of the United States of America or a state thereof, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by [the][such] Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.~~

~~2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and~~

~~other amounts) to [the][the relevant] Assignee whether such amounts have accrued prior to, on or after the Effective Date. The Assignor[s] and the Assignee[s] shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.~~

- ~~3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.~~

**EXHIBIT B**  
**FORM OF COMPLIANCE CERTIFICATE**  
**FOR THE PERIOD FROM \_\_\_\_\_, 20\_\_ TO \_\_\_\_\_, 20\_\_**

~~This certificate dated as of \_\_\_\_\_, \_\_\_\_\_ is prepared pursuant to the Senior Secured Superpriority Debtor in Possession Credit Agreement dated as of February 6, 2020 (as amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement”) among Southland Royalty Company LLC, a Delaware limited liability company (“Borrower”), the lenders party thereto from time to time (the “Lenders”), and Citibank, N.A., as administrative agent for such Lenders. Unless otherwise defined in this certificate, capitalized terms that are defined in the Credit Agreement shall have the meanings assigned to them by the Credit Agreement.~~

~~The undersigned, solely in his capacity as a Responsible Officer of the Borrower (and not in any individual capacity), hereby certifies that (a) no Default or Event of Default has occurred or is continuing, and (b) all of the representations and warranties made by the Borrower in the Credit Agreement and the other Loan Documents are true and correct in all material respects (except to the extent such representation or warranty is already subject to a materiality qualifier) on and as of this date.~~

~~{Remainder of this page intentionally left blank. Signature page follows}~~



~~IN WITNESS THEREOF, I have hereto signed my name to this Compliance Certificate, in my capacity as a Responsible Officer of the Borrower, as of \_\_\_\_\_, 20\_\_\_\_:~~

~~SOUTHLAND ROYALTY COMPANY LLC,  
a Delaware limited liability company~~

~~By: \_\_\_\_\_~~

~~Name: \_\_\_\_\_~~

~~Title: \_\_\_\_\_~~

**EXHIBIT C  
FORM OF NOTE**

~~For value received, the undersigned SOUTHLAND ROYALTY COMPANY LLC, a Delaware limited liability company (“Borrower”), hereby promises to pay to \_\_\_\_\_ or its registered assigns (“Payee”) the principal amount of \_\_\_\_\_ No/100 Dollars (\$ \_\_\_\_\_) or, if less, the aggregate outstanding principal amount of the Advances (as defined in the Credit Agreement referred to below) made by the Payee to the Borrower, together with interest on the unpaid principal amount of the Advances from the date of such Advances until such principal amount is paid in full, at such interest rates, and at such times, as are specified in the Credit Agreement (as defined below).~~

~~This Note is one of the Notes referred to in, and is entitled to the benefits of, and is subject to the terms of, the Senior Secured Superpriority Debtor in Possession Credit Agreement dated as of February 6, 2020 (as the same may be amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the lenders party thereto (the “Lenders”), and Citibank, N.A., as administrative agent (the “Administrative Agent”). Capitalized terms used in this Note that are defined in the Credit Agreement and not otherwise defined in this Note have the meanings assigned to such terms in the Credit Agreement. The Credit Agreement, among other things, (a) provides for the making of the Advances by the Payee to the Borrower in an aggregate amount not to exceed at any time outstanding the Dollar amount first above mentioned, the indebtedness of the Borrower resulting from each such Advance being evidenced by this Note, which amount may be advanced, repaid and reborrowed as provided in the Credit Agreement, and (b) contains provisions for acceleration of the maturity of this Note upon the happening of certain events of default stated in the Credit Agreement and for prepayments of principal prior to the maturity of this Note upon the terms and conditions specified in the Credit Agreement.~~

~~Both principal and interest are payable in lawful money of the United States of America to the Administrative Agent at the location or address specified in writing by the Administrative Agent to the Borrower in same day funds. The Payee shall record payments of principal made under this Note, but no failure of the Payee to make such recordings shall affect the Borrower’s repayment obligations under this Note.~~

~~This Note is secured by the Security Instruments and guaranteed pursuant to the terms of the Guaranties.~~

~~The Borrower hereby waives presentment, demand, protest, notice of intent to accelerate, notice of acceleration, and any other notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder of this Note shall operate as a waiver of such rights. In the event of any explicit or implicit conflict between any provision of this Note and any provision of the Credit Agreement, the terms of the Credit Agreement shall be controlling.~~

~~**THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED  
IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**~~

~~This Note and the other Loan Documents represent the final agreement among the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements among the parties.~~

~~**SOUTHLAND ROYALTY COMPANY LLC**~~

~~By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_~~

**EXHIBIT D**  
**FORM OF NOTICE OF BORROWING**

[Date]

~~Domestic Office and Eurodollar Office:~~

~~Citibank NA~~

~~One Penns Way~~

~~OPS II~~

~~New Castle, DE 19720~~

~~Telephone: 302-894-6010~~

~~Email: global.loans.support@citi.com~~

~~Ladies and Gentlemen:~~

~~The undersigned, Southland Royalty Company LLC, a Delaware limited liability company (“Borrower”), (a) refers to the Senior Secured Superpriority Debtor in Possession Credit Agreement dated as of February 6, 2020 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”; the defined terms of which are used in this Notice of Borrowing unless otherwise defined in this Notice of Borrowing) among the Borrower, the lenders party thereto from time to time (the “Lenders”), and Citibank, N.A., as administrative agent for the Lenders, and (b) certifies that it is authorized to execute and deliver this Notice of Borrowing.~~

~~The Borrower hereby gives you irrevocable notice pursuant to Section 2.03(a) of the Credit Agreement that the undersigned hereby requests a Borrowing, and in connection with that request sets forth below the information relating to such Borrowing (the “Proposed Borrowing”) as required by Section 2.03(a) of the Credit Agreement:~~

~~(a) The Business Day of the Proposed Borrowing is \_\_\_\_\_, \_\_\_\_\_.~~

~~(b) The Proposed Borrowing will be composed of [Base Rate Advances] [Eurodollar Rate Advances].~~

~~(c) The aggregate amount of the Proposed Borrowing is \$ \_\_\_\_\_.~~

~~(d) [The Interest Period for each Eurodollar Rate Advance made as part of the Proposed Borrowing is [\_\_\_\_\_ month[s]].]~~

~~The Borrower hereby further certifies that the following statements are true on the date hereof, and will be true on the date of the Proposed Borrowing:~~

- ~~(1) the representations and warranties contained in Article IV of the Credit Agreement and the representations and warranties contained in the Security Instruments, the Guaranties, and each of the other Loan Documents are true and correct in all material respects (except to the extent such representation or warranty is already subject to a materiality qualifier) on and as of the date of such Proposed Borrowing, before and after giving effect to such Proposed Borrowing and to the application of the proceeds from such Proposed Borrowing, as though made on and as of such date; and~~
- ~~(2) no Default has occurred and is continuing or would result from such Proposed Borrowing or from the application of the proceeds therefrom.~~

~~Very truly yours,~~

~~**SOUTHLAND ROYALTY COMPANY LLC**~~

~~By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_~~

**EXHIBIT E**  
**FORM OF NOTICE OF CONVERSION OR CONTINUATION**

[Date]

Citibank, N.A., as Administrative Agent  
One Penns Way  
New Castle, DE 19720  
Attention: Dan Boselli  
Telephone: 302.323.5852  
E-Mail: Daniel.boselli@citi.com

Ladies and Gentlemen:

~~The undersigned, Southland Royalty Company LLC, a Delaware limited liability company (“Borrower”), (a) refers to the Senior Secured Superpriority Debtor in Possession Credit Agreement dated as of February 6, 2020 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”; the defined terms of which are used in this Notice of Conversion or Continuation unless otherwise defined in this Notice of Conversion or Continuation) among Borrower, the lenders party thereto from time to time (the “Lenders”), and Citibank, N.A., as administrative agent for the Lenders, and (b) certifies that it is authorized to execute and deliver this Notice of Conversion or Continuation.~~

~~The Borrower hereby gives you irrevocable notice pursuant to Section 2.03(b) of the Credit Agreement that the undersigned hereby requests a Conversion or continuation of an outstanding Borrowing, and in connection with that request sets forth below the information relating to such Conversion or continuation (the “Proposed Borrowing”) as required by Section 2.03(b) of the Credit Agreement:~~

- ~~(a) The Business Day of the Proposed Borrowing is \_\_\_\_\_, 20\_\_.~~
- ~~(b) The Proposed Borrowing consists of [a Conversion to [Base Rate Advances] [Eurodollar Rate Advances]] [a continuation of Eurodollar Rate Advances].~~
- ~~(c) The aggregate amount of the Borrowing to be [Converted] [continued] is \$ \_\_\_\_\_ and consists of [Base Rate Advances] [Eurodollar Rate Advances].~~
- ~~(d) [The Interest Period for each Eurodollar Rate Advance made as part of the Proposed Borrowing is [\_\_\_\_\_ month[s]].]~~

Very truly yours,

**SOUTHLAND ROYALTY COMPANY LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT F TO CREDIT AGREEMENT**

**[Reserved]**

**EXHIBIT G TO CREDIT AGREEMENT**

**{Reserved}**

**EXHIBIT H TO CREDIT AGREEMENT**

**{Reserved}**

~~EXHIBIT I-1 [FORM OF]~~

~~U.S. TAX COMPLIANCE CERTIFICATE~~

~~(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)~~

~~Reference is hereby made to the Senior Secured Superpriority Debtor in Possession Credit Agreement dated as of February 6, 2020 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Southland Royalty Company LLC, a Delaware limited liability company (the "Borrower"), Citibank, N.A., as Administrative Agent (the "Administrative Agent"), and each lender from time to time party thereto.~~

~~Pursuant to the provisions of Section 2.13 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Advance(s) (as well as any Note(s) evidencing such Advance(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(e)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(e)(3)(C) of the Code.~~

~~The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.~~

~~Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.~~

~~[NAME OF LENDER]~~

~~By: \_\_\_\_\_  
Name:  
Title:~~

~~Date: \_\_\_\_\_, 20[ ]~~

**EXHIBIT I-2**

**[FORM OF]**

**~~U.S. TAX COMPLIANCE CERTIFICATE~~**  
**~~(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)~~**

~~Reference is hereby made to the Senior Secured Superpriority Debtor in Possession Credit Agreement dated as of February 6, 2020 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Southland Royalty Company LLC, a Delaware limited liability company (the “Borrower”), Citibank, N.A., as Administrative Agent (the “Administrative Agent”), and each lender from time to time party thereto.~~

~~Pursuant to the provisions of Section 2.13 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.~~

~~The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that:~~

~~(1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.~~

~~Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.~~

~~[NAME OF LENDER]~~

~~By: \_\_\_\_\_~~

~~Name:~~

~~Title:~~

~~Date: \_\_\_\_\_, 20[ ]~~

~~EXHIBIT I-3~~

~~[FORM OF]~~

~~U.S. TAX COMPLIANCE CERTIFICATE~~

~~(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)~~

~~Reference is hereby made to the Senior Secured Superpriority Debtor in Possession Credit Agreement dated as of February 6, 2020 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Southland Royalty Company LLC, a Delaware limited liability company (the "Borrower"), Citibank, N.A., as Administrative Agent (the "Administrative Agent"), and each lender from time to time party thereto.~~

~~Pursuant to the provisions of Section 2.13 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(e)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(e)(3)(C) of the Code.~~

~~The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.~~

~~Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.~~

~~[NAME OF LENDER]~~

~~By: \_\_\_\_\_  
Name:  
Title:~~

~~Date: \_\_\_\_\_, 20[ ]~~



**EXHIBIT I-4**

**[FORM OF]**

**U.S. TAX COMPLIANCE CERTIFICATE**

**(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)**

~~Reference is hereby made to the Senior Secured Superpriority Debtor in Possession Credit Agreement dated as of February 6, 2020 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Southland Royalty Company LLC, a Delaware limited liability company (the “Borrower”), Citibank, N.A., as Administrative Agent (the “Administrative Agent”), and each lender from time to time party thereto.~~

~~Pursuant to the provisions of Section 2.13 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Advance(s) (as well as any Note(s) evidencing such Advance(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Advance(s) (as well as any Note(s) evidencing such Advance(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.~~

~~The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E from each of such partner’s/member’s beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.~~

~~Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.~~

~~[NAME OF LENDER]~~

~~By: \_\_\_\_\_~~

~~Name:~~

~~Title:~~

~~Date: \_\_\_\_\_, 20[ ]~~

**Schedule 1**

**ADDRESSES ~~AND COMMITMENTS~~ AND COMMITMENTS**

**Addresses for Notices:**

**Administrative Agent:**

Address for ~~notices~~Notices:

Citibank, N.A.  
811 Main Street, Suite 4000  
Houston, TX 77002  
Attention: Phil Ballard  
Telephone: 713.821.4789  
Facsimile: 832.209.8399  
E-Mail: phil.ballard@citi.com

**Domestic Office and Eurodollar Office:**

Citibank NA  
One Penns Way  
OPS II  
New Castle, DE 19720  
Telephone: 302-894-~~6010~~6010  
Email: global.loans.support@citi.com

**Loan Parties:**

Southland Royalty Company LLC  
400 West 7th Street  
Fort Worth, Texas 76102  
Attention: Brent W. Clum  
Telephone: (817) 334-~~7801~~7801  
Facsimile: (817) 870-5097  
E-Mail: bclum@mspartners.com

*[Link-to-previous setting changed from off in original to on in modified.]*

**Commitments:**

<b>New Money Lender and Roll-Up Lender</b>	<b><u>Commitment</u></b>	<b><u>Roll-Up Advance Amount</u></b>	<b><u>Commitment Initial Roll-Up Amount</u></b>	<b><u>Supplemental Roll-Up Advance Amount</u></b>
Citibank, N.A.	<u>\$5,407,500.00</u>	<u>\$5,407,500.00</u>	<del>\$17,500,000</del> <sup>4.0</sup> <u>26,861.70</u>	<del>\$17,500,000</del> <sup>1.3</sup> <u>80,638.30</u>
<u>BMO Harris Bank N.A. /</u>	<u>\$3,605,000.00</u>	<u>\$3,605,000.00</u>	<u>\$2,684,574.47</u>	<u>\$920,425.53</u>
Barclays Bank PLC	<u>\$4,947,287.23</u>	<u>\$4,947,287.23</u>	<del>\$17,500,000</del> <sup>4.0</sup> <u>26,861.70</u>	<del>\$17,500,000</del> <sup>92</sup> <u>0,425.53</u>
<u>UBS AG, Stamford Branch</u>	<u>\$4,065,212.77</u>	<u>\$4,065,212.77</u>	<u>\$2,684,574.47</u>	<u>\$1,380,638.30</u>
<u>ABN AMRO Capital USA LLC</u>	<u>\$3,605,000.00</u>	<u>\$3,605,000.00</u>	<u>\$2,684,574.47</u>	<u>\$920,425.53</u>
<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>\$3,605,000.00</u>	<u>\$3,605,000.00</u>	<u>\$2,684,574.47</u>	<u>\$920,425.53</u>
<u>JPMorgan Chase Bank, N.A.</u>	<u>\$3,605,000.00</u>	<u>\$3,605,000.00</u>	<u>\$2,684,574.47</u>	<u>\$920,425.53</u>
<u>DNB Capital LLC</u>	<u>\$3,399,227.27</u>	<u>\$3,399,227.27</u>	<u>\$2,531,339.46</u>	<u>\$867,887.81</u>
<u>Capital One, National Association</u>	<u>\$3,277,272.73</u>	<u>\$3,277,272.73</u>	<u>\$2,440,522.24</u>	<u>\$836,750.48</u>
<u>ING Capital LLC</u>	<u>\$3,071,500.00</u>	<u>\$3,071,500.00</u>	<u>\$2,287,287.23</u>	<u>\$784,212.77</u>
<u>Comerica Bank</u>	<u>\$2,103,000.00</u>	<u>\$2,103,000.00</u>	<u>\$1,566,063.83</u>	<u>\$536,936.17</u>
<u>Goldman Sachs Bank USA</u>	<u>\$2,103,000.00</u>	<u>\$2,103,000.00</u>	<u>\$1,566,063.83</u>	<u>\$536,936.17</u>
<u>Regions Bank</u>	<u>\$2,103,000.00</u>	<u>\$2,103,000.00</u>	<u>\$1,566,063.83</u>	<u>\$536,936.17</u>
<u>Simmons Bank</u>	<u>\$2,103,000.00</u>	<u>\$2,103,000.00</u>	<u>\$1,566,063.83</u>	<u>\$536,936.17</u>
<b>Total:</b>	<b><u>\$47,000,000</u></b>	<b><u>\$47,000,000</u></b>	<b><u>\$35,000,000</u></b>	<b><u>\$35,000,000</u></b> <sup>12,</sup> <b><u>000,000</u></b>

**SCHEDULE 2**  
**INITIAL BUDGET**

**SCHEDULE 4.01**

**Subsidiaries**

~~None.~~

**SCHEDULE 4.11**

**Taxes**

**[None.]**



**SCHEDULE 4.20**

**Hedging Agreements**

~~None.~~

**SCHEDULE 4.21**

**Material Contracts**

~~Management Services Agreement~~

~~Limited Liability Company Agreement of Borrower~~

~~Certificate of Formation of Borrower~~

**[Others to be confirmed]**

**SCHEDULE 6.01(k)**

**Existing Liens**

**SCHEDULE 6.02**

**Existing Debt**

Summary report:	
Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 5/13/2020 9:37:01 PM	
Style name: Shearman & Sterling	
Intelligent Table Comparison: Active	
Original filename: NYDOCS02_##1227691_v1_Southland - conformed DIP Credit Agreement (through Amendment No. 1).DOCX	
Modified DMS: dm://NYDOCS02/1222541/8A	
Changes:	
<u>Add</u>	246
<del>Delete</del>	511
<del>Move From</del>	1
<u>Move To</u>	1
<u>Table Insert</u>	21
<del>Table Delete</del>	1
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>781</b>