

EUREKA, NV

DOC # 0216587

12/28/2010

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Official Record

Recording requested By
THOMSON & KNIGHT LLP

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$54.00

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RPTT:

Recorded By: FES

Book- 0511 Page- 0181



0216587

APN _____

Recording Requested By:

Name: Thompson & Knight LLP


Address: Attn: Jerry Sanders
1722 Routh Street, Suite 1500
Dallas, TX 75201

**FIRST SUPPLEMENT AND AMENDMENT TO DEED OF TRUST, ASSIGNMENT,
SECURITY AGREEMENT, FIXTURE FILING
AND FINANCING STATEMENT**

from
BERRY PETROLEUM COMPANY
to
OLEG KOGAN, TRUSTEE
for the benefit of
WELLS FARGO BANK, NATIONAL ASSOCIATION, as AGENT

Dated December 10, 2010

I, the undersigned, hereby affirm that this document submitted for recording does not contain a social security number.



Signature

Paralegal
Title

RECEIVED

DEC 27 2010

Eureka County
Clerk & Treasurer

**FIRST SUPPLEMENT AND AMENDMENT TO
DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT,
FIXTURE FILING AND FINANCING STATEMENT**

Recitals:

1. Reference is made to that certain Deed of Trust, Assignment, Security Agreement, Fixture Filing and Financing Statement (the "**Original Mortgage**") dated April 1, 2010, from Berry Petroleum Company, a Delaware corporation (herein called "**Mortgagor**"), to Oleg Kogan, Trustee (herein called "**Trustee**"), in trust for the benefit of Wells Fargo Bank, National Association, individually and in its capacity as Administrative Agent and collateral agent (in such capacity herein called "**Agent**"), and for the benefit of Société Générale, recorded as shown on Annex A hereto.
2. Mortgagor, Agent and certain lenders have amended and restated the Credit Agreement (as defined in the Original Mortgage) in its entirety.
3. Mortgagor and Agent desire to execute this instrument (herein called this "**First Mortgage Amendment**"; the Original Mortgage as supplemented and amended by this First Mortgage Amendment is herein sometimes called the "**Mortgage**") in order to reflect of record such amended and restated credit agreement.

Supplement and Amendment:

NOW, THEREFORE, to secure payment of the secured indebtedness, and the performance of the obligations, covenants, agreements, warranties and undertakings contained herein or in the Original Mortgage, and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to Mortgagor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto have agreed and do hereby agree as follows:

1. Amendments. Subsections (a) and (b) of Section 1.4 of the Original Mortgage which currently read as follows:

“(a) All indebtedness and other obligations of Mortgagor now or hereafter incurred or arising pursuant to the provisions of that certain Amended and Restated Credit Agreement dated as of July 15, 2008 among Mortgagor, Wells Fargo Bank, National Association, individually and in its capacity as Administrative Agent and collateral agent for the benefit of the Lenders (in such capacity and in its capacity as collateral agent for Société Générale herein called "**Agent**"), and the lenders from time to time parties thereto (herein called "**Lenders**") and all supplements thereto and amendments or modifications thereof, and all agreements given in substitution therefor or



in restatement, renewal or extension thereof, in whole or in part (such Credit Agreement as the same may from time to time be supplemented, amended or modified, and all other agreements given in substitution therefor or in restatement, renewal or extension thereof, in whole or in part, being herein called the "**Credit Agreement**");

(b) The "**Loans**" (as defined in the Credit Agreement and used with the same meaning herein) in the amount of \$1,500,000,000 that may be made from time to time by Lenders to Mortgagor pursuant to the Credit Agreement, and all promissory notes evidencing such Loans, bearing interest as provided in the Credit Agreement;"

are hereby amended in their entirety to read as follows:

"(a) All indebtedness and other obligations of Mortgagor now or hereafter incurred or arising pursuant to the provisions of that certain Second Amended and Restated Credit Agreement dated as of November 15, 2010 among Mortgagor, Wells Fargo Bank, National Association, individually and in its capacity as Administrative Agent and collateral agent for the benefit of the Lenders (in such capacity and in its capacity as collateral agent for Société Générale herein called "**Agent**"), and the lenders from time to time parties thereto (herein called "**Lenders**") and all supplements thereto and amendments or modifications thereof, and all agreements given in substitution therefor or in restatement, renewal or extension thereof, in whole or in part (such Credit Agreement as the same may from time to time be supplemented, amended or modified, and all other agreements given in substitution therefor or in restatement, renewal or extension thereof, in whole or in part, being herein called the "**Credit Agreement**");

(b) The "**Loans**" (as defined in the Credit Agreement and used with the same meaning herein) in the amount of \$2,000,000,000 that may be made from time to time by Lenders to Mortgagor pursuant to the Credit Agreement, and all promissory notes evidencing such Loans, bearing interest as provided in the Credit Agreement, and having a final maturity date on or before November 13, 2015, unless otherwise extended pursuant to the Credit Agreement or by amendment thereto;"

2. Definitions. Henceforth, all references to the definitions contained in the Original Mortgage shall include not only those properties, persons, or items which were included in such definition prior to the execution of this First Mortgage Amendment, but also the properties, persons or items referenced under such definitions in this First Mortgage Amendment

3. Effect of Amendment. Except as expressly amended hereby, the Original Mortgage shall remain in full force and effect. Nothing in this First Mortgage Amendment releases any right, claim, lien, security interests or entitlement of Agent created by or contained in the Original Mortgage or releases Mortgagor from any covenant, warranty or obligation created by or contained in the Original Mortgage, and all covenants, warranties, obligations and other terms of the Original Mortgage, as amended by previous amendments and as amended hereby, are applicable to all properties secured by the Mortgage.

4. Counterparts. This instrument may be executed in several counterparts, all of which are identical, except that, to facilitate recordation, certain counterparts hereof may include


only that portion of Exhibit A hereto that contains descriptions of properties located in (or otherwise subject to the requirements and/or protections of the recording or filing acts or regulations of) the recording jurisdiction in which a particular counterpart is to be recorded, and other portions of Exhibit A hereto shall be included in such counterparts by reference only.

5. Ratification, Reconfirmation. The Mortgage is hereby ratified, restated, adopted, confirmed, and renewed, except to the extent of any releases in writing by Agent, which were delivered to Mortgagor prior to the date hereof. All representations, warranties and covenants of Mortgagor in the Original Mortgage are hereby repeated, remade and incorporated herein by this reference for the benefit of Agent, on and as of the date hereof, except to the extent changed by the transactions contemplated by this First Mortgage Amendment.

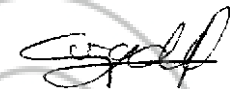
6. Successors and Assigns. The terms, provisions, covenants and conditions hereof shall be binding upon Mortgagor, and the successors and assigns of Mortgagor, and shall inure to the benefit of Agent and its successors and assigns. All references in this instrument to Mortgagor or Agent shall be deemed to include all such successors and assigns.

Executed by the parties hereto on the dates of their respective acknowledgments.

BERRY PETROLEUM COMPANY

By: 
Name: Shawn M. Canaday
Title: Vice President of Finance

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: 
Name: Suzanne Bidenhour
Title: Vice President

The address of Mortgagor is:
1999 Broadway, Suite 3700
Denver, Colorado 80202
Attn: Shawn Canaday
Organization I.D. No. DE 2072291

The address of Agent and Trustee is:
1700 Lincoln Street, 6th Floor
Denver, Colorado 80203
Attn: Art Krasny

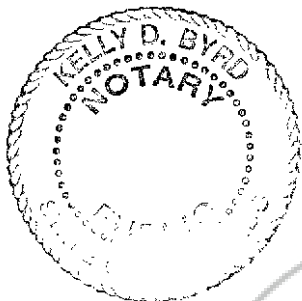


ACKNOWLEDGEMENT

THE STATE OF COLORADO §
 §
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 10th day of ^{December}~~November~~ 2010,
by Shawn M. Canaday, the Vice President of Finance of Berry Petroleum Company, a Delaware
corporation, on behalf of such corporation.

WITNESS my hand and seal as such Notary Public on this 10th day of ^{December}~~November~~, 2010.



Kelly D. Byrd
NOTARY PUBLIC in and for the State of Colorado

Kelly D. Byrd
Printed Name

Comm. Expires 7/13/2014

ACKNOWLEDGEMENT

THE STATE OF COLORADO §
 §
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me on this 21 day of December, 2010, by Suzanne F. Ridenhour, a Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of such banking association.

WITNESS my hand and seal as such Notary Public on this 21 day of December 2010.

Rachel Natalia Johnston
NOTARY PUBLIC in and for the State of Colorado

Rachel Natalia Johnston
Printed Name

RACHEL NATALIA JOHNSTON
NOTARY PUBLIC
STATE OF COLORADO

MY COMMISSION EXPIRES 06-11-2014



ANNEX A

Deed of Trust, Assignment, Security Agreement, Fixture Filing and financing Statement
from Berry Petroleum Company to Oleg Kogan, Trustee, for the Benefit of Wells Fargo
Bank, National Association, Agent, dated April 1, 2010

Recording Jurisdiction

Elko County, Nevada

Eureka County, Nevada

Nye County, Nevada

Recording Data

Document No. 626045
Recorded 5/3/10

Document No. 0214973
Book 499, Page 217
Recorded 4/29/10

Document No. 745021
Recorded 5/4/10

ANNEX A

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EXHIBIT A
DESCRIPTION OF MORTGAGED PROPERTIES

COPY

| Lesse No. | Lessor | Lessor | Lesse Date | Book | Page | County | Legal Description |
|------------|------------------------------------|-----------------------------|------------|------|------|----------------|---|
| NWA 073447 | BUREAU OF LAND MANAGEMENT | DEERFIELD PRODUCTION CORP. | 1/1/2002 | | | BLVD EUREKA | TOWNSHIP 28 NORTH, RANGE 32 EAST, MID P.M. SECTION 36; ALL SECTION 34; LOTS 1-8 |
| | BLACK STONE MINERALS COMPANY, L.P. | MENTAGE ENERGY COMPANY, LLC | 12/1/2009 | | | BLVD | TOWNSHIP 28 NORTH, RANGE 32 EAST, MID P.M. SECTION 35; ALL |
| | BLACK STONE MINERALS COMPANY, L.P. | MENTAGE ENERGY COMPANY, LLC | 12/1/2009 | | | BLVD | TOWNSHIP 28 NORTH, RANGE 32 EAST, MID P.M. SECTION 31; ALL SECTION 11; LOTS 1-5, SW/4NE/4, S/2NW/4 TOWNSHIP 28 NORTH, RANGE 32 EAST, MID P.M. SECTION 37; N/2, W/2SE/4, E/2SE/4, SW/4 |



| Lease No. | Lessor | Lessee | Lease Date | Book | Page | County | Legal Description |
|-------------|---------------------------|-------------------------------|------------|------|------|--------|--|
| NVN 075447 | BUREAU OF LAND MANAGEMENT | DEERFIELD PRODUCTION CORP. | 1/1/2002 | | | ELKO | TOWNSHIP 29 NORTH, RANGE 52 EAST, MID P.M. SECTION 26: ALL EUREKA SECTION 34: LOTS 1-8 |
| NVN 0843743 | BUREAU OF LAND MANAGEMENT | MERRITAGE ENERGY COMPANY, LLC | 10/1/2007 | | | EUREKA | TOWNSHIP 28 NORTH, RANGE 52 EAST, MID P.M. SECTION 2: LOTS 1-10, SW/4NE/4, SE/4NW/4, E/2SW/4, W/2SE/4 SECTION 10: N/2NE/4, SW/4NE/4, S/2SE/4, NE/4SE/4 SECTION 11: LOTS 6, 9-10, NW/4SE/4 |
| NVN 47367 | BUREAU OF LAND MANAGEMENT | DDOE OPERATING COMPANY | 3/29/1988 | | | EUREKA | TOWNSHIP 22 NORTH, RANGE 52 EAST, MID P.M. SECTION 27: SE/4NW/4, N/2SW/4, NW/4NE/4 SECTION 28: SE/4NE/4SE/4, N/2S/2SE/4 RIGHT-OF-WAY: 4726.26 FT. X 40 FT., CONTAINING 13.70 ACRES MORE OR LESS. |



| Lease No. | Lessor | Lessee | Lease Date | Book | Page | County | Legal Description |
|------------|---------------------------|------------------------------|------------|------|------|--------|---|
| NVN 04231 | BUREAU OF LAND MANAGEMENT | W. ANGIE NELSON | 11/1/1953 | NTE | | | TOWNSHIP 8 NORTH, RANGE 57 EAST, MID P.M. SECTION 1: LOTS 1-4, S/2NW/4, SE/4 SECTION 2: LOTS 1-4, S/2NW/4 TOWNSHIP 9 NORTH, RANGE 57 EAST, MID P.M. SECTION 23: S/2 SECTION 28: NE/4NE/4, S/2NE/4, SE/4 SECTION 33: NE/4 SECTION 34: N/2 SECTION 35: E/2NE/4, SE/4, S/2SW/4 SECTION 36: W/2, W/2E/2, NE/4NE/4, E/2SE/4 |
| NVN 01231 | BUREAU OF LAND MANAGEMENT | W. ANGIE NELSON | 11/1/1953 | NTE | | | TOWNSHIP 8 NORTH, RANGE 57 EAST, MID P.M. SECTION 35: W/2NE/4, E/2NW/4, N/2SW/4 |
| NVN 080309 | BUREAU OF LAND MANAGEMENT | DEERFIELD PRODUCTION CORP. | 7/1/2005 | NTE | | | TOWNSHIP 9 NORTH, RANGE 57 EAST, MID P.M. SECTION 13: SW/4SE/4 SECTION 24: N/2, N/2SW/4, SW/4SW/4, NE/4SE/4 SECTION 35: W/2NW/4, NW/4SW/4 |
| NVN 57820 | BUREAU OF LAND MANAGEMENT | METROAGE ENERGY COMPANY, LLC | 1/23/2007 | NTE | | | TOWNSHIP 8 NORTH, RANGE 57 EAST, MID P.M. SECTION 2: LOTS 3, 4, S/2NW/4 TOWNSHIP 9 NORTH, RANGE 57 EAST, MID P.M. SECTION 35: SW/4 RIGHT-OF-WAY: 30 FT. X 4000 FT. CONTAINING 2.76 ACRES MORE OR LESS |



| PROPERTY NAME | COUNTY | LEGAL DESCRIPTION | Decimal Interest of <u>Override conveyed</u> | Decimal Interest of <u>Mineral Interest</u> <u>conveyed</u> |
|-------------------|-------------|------------------------------------|---|---|
| NEVADA | | | | |
| GHOST RANCH 2-21X | NYE, NEVADA | NE/4NW/4 OF SEC. 2, T8N, R52E, MDM | 0.034419 | |
| KATE SPRINGS 12-2 | NYE, NEVADA | SW/4NW/4 OF SEC. 2, T8N, R52E, MDM | 0.033386 | |

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