

EUREKA, NV

DOC # 0216587

12/28/2010 09:10 AM

Official Record

Recording requested By  
THOMSON & KNIGHT LLP

Eureka County - NV  
Mike Rebaleati - Recorder

Fee: \$54.00 Page 1 of 13  
RPTT: Recorded By: FES  
Book- 0511 Page- 0181



APN \_\_\_\_\_

Recording Requested By:

Name: Thompson & Knight LLP

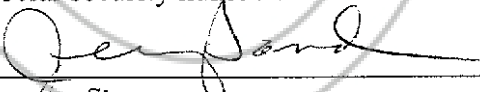
Address: Attn: Jerry Sanders  
1722 Routh Street, Suite 1500  
Dallas, TX 75201

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

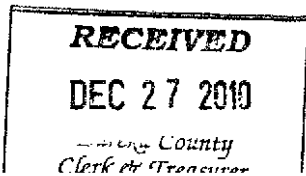
from  
**BERRY PETROLEUM COMPANY**  
to  
**OLEG KOGAN, TRUSTEE**  
for the benefit of  
**WELLS FARGO BANK, NATIONAL ASSOCIATION, as AGENT**

**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



**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



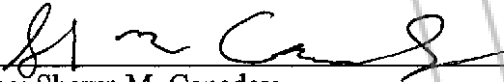
only that portion of Exhibit A hereto that contains descriptions of properties located in (or otherwise subject to the requirements and/or protections of the recording or filing acts or regulations of) the recording jurisdiction in which a particular counterpart is to be recorded, and other portions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

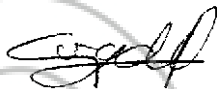
6. Successors and Assigns. The terms, provisions, covenants and conditions hereof shall be binding upon Mortgagor, and the successors and assigns of Mortgagor, and shall inure to the benefit of Agent and its successors and assigns. All references in this instrument to Mortgagor or Agent shall be deemed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

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

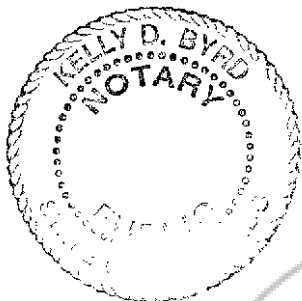
The address of Agent and Trustee is:  
1700 Lincoln Street, 6<sup>th</sup> Floor  
Denver, Colorado 80203  
Attn: Art Krasny

ACKNOWLEDGEMENT

THE STATE OF COLORADO §  
  §  
COUNTY OF DENVER                           §

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of ~~November~~ <sup>December</sup> 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 10<sup>th</sup> day of ~~November~~ <sup>December</sup>, 2010.



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

Kelley 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

Recording Data

Elko County, Nevada

Document No. 626045  
Recorded 5/3/10

Eureka County, Nevada

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

Nye County, Nevada

Document No. 745021  
Recorded 5/4/10

ANNEX A

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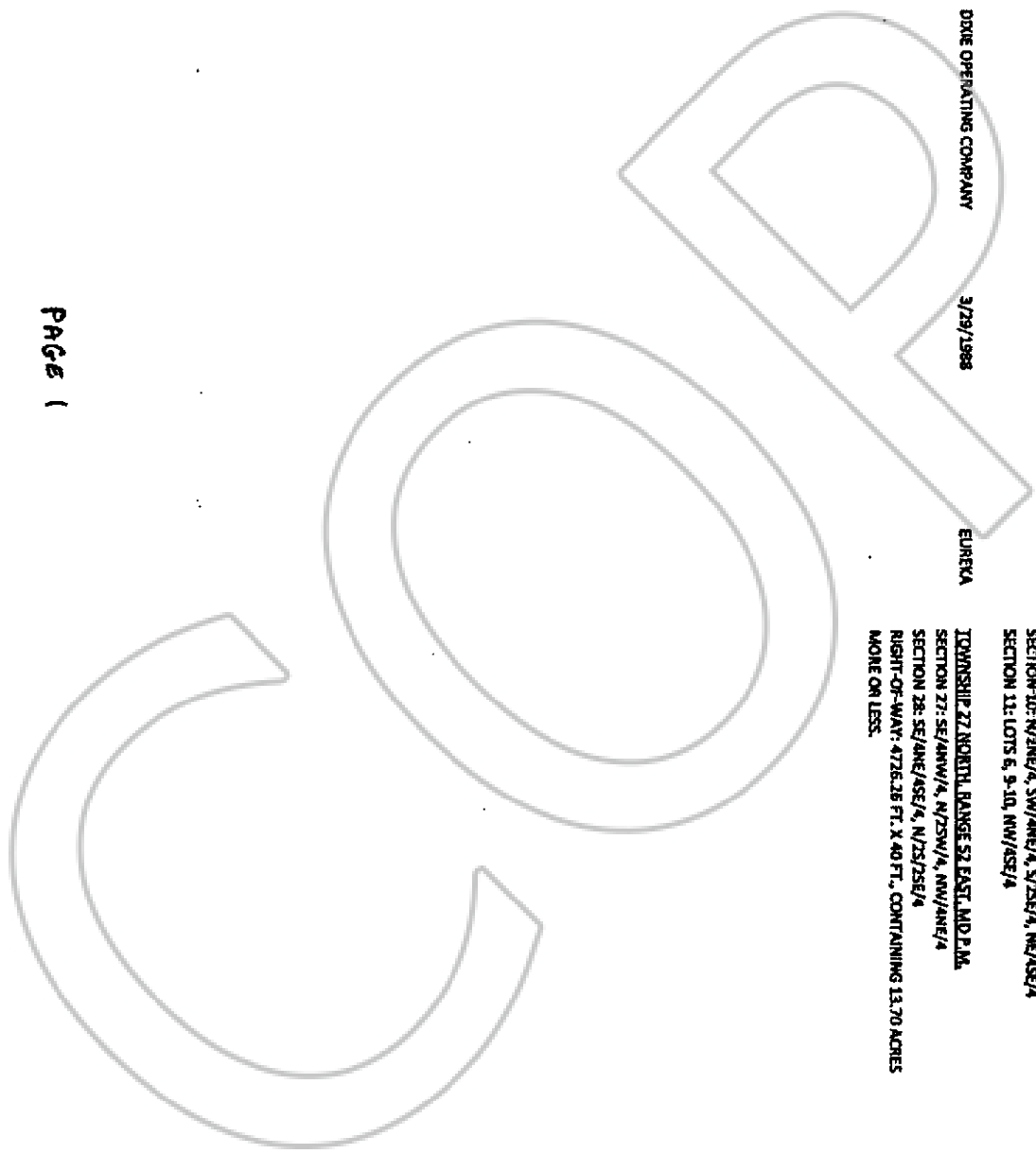


EXHIBIT A  
DESCRIPTION OF MORTGAGED PROPERTIES

COPY

Lease No.	Lessor	Lessee	Lease Date	Book	Page	County	Legal Description
NWA 073447	BUREAU OF LAND MANAGEMENT	DEERFIELD PRODUCTION COMP.	1/1/2002			BLVD EUREKA	TOWNSHIP 29 NORTH, RANGE 32 EAST, MID P.M. SECTION 36; ALL SECTION 34; LOTS 1-8
	BLACK STONE MINERALS COMPANY, L.P.	MERITAGE ENERGY COMPANY, LLC	12/1/2009			BLVD	TOWNSHIP 29 NORTH, RANGE 32 EAST, MID P.M. SECTION 35; ALL
	BLACK STONE MINERALS COMPANY, L.P.	MERITAGE ENERGY COMPANY, LLC	12/1/2009			BLVD	TOWNSHIP 29 NORTH, RANGE 32 EAST, MID P.M. SECTION 3; ALL SECTION 11; LOTS 1-5, SW/4NE/4, S2NW/4 TOWNSHIP 29 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			EUREKA	TOWNSHIP 29 NORTH, RANGE 52 EAST, MD P.M. SECTION 26: ALL SECTION 34: LOTS 1-8
NVN 084373	BUREAU OF LAND MANAGEMENT	MERRITAGE ENERGY COMPANY, LLC	10/1/2007			EUREKA	TOWNSHIP 28 NORTH, RANGE 52 EAST, MD P.M. SECTION 7: 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	DRUE OPERATING COMPANY	3/29/1988			EUREKA	TOWNSHIP 27 NORTH, RANGE 52 EAST, MD 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. ANGTLE NELSON	11/1/1993			NYE	TOWNSHIP 8 NORTH, RANGE 57 EAST, AND P.M. SECTION 1: LOTS 1-4, S/2W/4, SE/4 SECTION 2: LOTS 1-4, S/2W/2, TOWNSHIP 9 NORTH, RANGE 57 EAST, AND 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. ANGTLE NELSON	11/1/1993			NYE	TOWNSHIP 8 NORTH, RANGE 57 EAST, AND P.M. SECTION 35: W/2NE/4, E/2NW/4, W/2SW/4
NVN 080309	BUREAU OF LAND MANAGEMENT	DEERFIELD PRODUCTION CORP.	7/1/2005			NYE	TOWNSHIP 8 NORTH, RANGE 57 EAST, AND P.M. SECTION 13: SW/4SE/4 SECTION 24: N/2, N/2SW/4, SW/4SW/4, NE/4SE/4 SECTION 25: W/2NW/4, NW/4SW/4
NVN 57820	BUREAU OF LAND MANAGEMENT	MERITAGE ENERGY COMPANY, LLC	1/23/2007			NYE	TOWNSHIP 8 NORTH, RANGE 57 EAST, AND P.M. SECTION 2: LOTS 3, 4, S/2NW/4 TOWNSHIP 9 NORTH, RANGE 57 EAST, AND P.M. SECTION 35: SW/4 RIGHT-OF-WAY: 30 FT. X 4000 FT. CONTAINING 2.78 ACRES MORE OR LESS

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PROPERTY NAME	COUNTY	LEGAL DESCRIPTION	Decimal Interest of Override conveyed	Decimal Interest of Mineral Interest conveyed
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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