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Official Record

Recording requested By
THOMPSON & KNIGHT LLP

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$42.00

Page 1 of 4

RPTT:

Recorded By: FES

Book- 514 Page- 0001

APN# N/A

Recording Requested by:

Name Thompson & Knight LLP

Address 1722 South Street, Suite 1500

City/State/Zip Dallas, TX



0217010

Partial Release

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed or printed.

PARTIAL RELEASE

Recitals:

1. Reference is made to that certain Deed of Trust, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated April 1, 2010, from Berry Petroleum Company ("Mortgagor") to Oleg Kogan, Trustee, for the benefit of Wells Fargo Bank, N.A., as Administrative Agent ("Agent") for certain lenders, which is recorded, as set forth in Exhibit A attached hereto, as supplemented and amended by that certain First Supplement and Amendment to Deed of Trust, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated November 15, 2010, from Mortgagor to Oleg Kogan, Trustee, for the benefit Agent for certain lenders, which is recorded, as set forth in Exhibit A attached hereto (as so supplemented and amended, the "Mortgage").
2. The Mortgage covers certain properties more particularly described therein, including the Subject Property (as defined below).
3. The undersigned is a current beneficiary of the liens and security interests created by the Mortgage and is the agent for all other current beneficiaries of the liens and security interests created by the Mortgage.

Partial Release:

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the undersigned has RELEASED and DISCHARGED, and by these presents does hereby RELEASE and DISCHARGE the Subject Property, and all "Collateral" and "proceeds of Collateral" (as such terms are defined in the Mortgage) attributable to the Subject Property, from the liens and security interests created by the Mortgage.

As used herein, the term "Subject Property" means each and every Building (as defined in the applicable Flood Insurance Regulation) and Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) located on the Mortgaged Properties (as defined in the Mortgage) within an area having special flood hazards and in which flood insurance is available under the National Flood Insurance Act of 1968 (such Buildings and Manufactured (Mobile) Homes are collectively referred to herein as the "Excluded Buildings"), it being the intent of Administrative Agent that no Excluded Building shall be encumbered by the Mortgage. As used herein, "Flood Insurance Regulations" shall mean (i) the National Flood Insurance Act of 1968 as now in effect, (ii) the Flood Disaster Protection Act of 1973 as now in effect, (iii) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et seq.), as now in effect, and (iv) the Flood Insurance Reform Act of 2004 as now in effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS IS A PARTIAL RELEASE RELATING SOLELY TO THE SUBJECT PROPERTY (AND ANY COLLATERAL OR PROCEEDS OF COLLATERAL ATTRIBUTABLE THERETO). THIS PARTIAL RELEASE SHALL IN NO WAY RELEASE, AFFECT OR IMPAIR THE UNDERSIGNED'S RIGHTS, TITLES, INTERESTS, SECURITY INTERESTS AND LIENS AGAINST ANY OTHER INTERESTS OR PROPERTY DESCRIBED IN AND/OR COVERED BY THE MORTGAGE. BY ITS ACCEPTANCE OF THIS PARTIAL RELEASE, AND SUBJECT TO THE TERMS HEREOF, MORTGAGOR HEREBY RATIFIES AND CONFIRMS THE MORTGAGE AND THE OTHER "LOAN DOCUMENTS" REFERRED TO THEREIN IN ALL RESPECTS (OTHER THAN WITH RESPECT TO THOSE PROPERTIES RELEASED HEREBY AND PREVIOUSLY RELEASED IN WRITING BY THE BENEFICIARY OF THE LIENS AND SECURITY INTERESTS CREATED BY THE MORTGAGE, THE "RELEASED PROPERTIES") AND FURTHER CONFIRMS AND ADMITS THAT IT

REMAINS OBLIGATED AS PROVIDED THEREIN. MORTGAGOR ADDITIONALLY CONFIRMS AND ADMITS THAT ITS PROPERTIES COVERED BY THE MORTGAGE, EXCEPT FOR THE RELEASED PROPERTIES, REMAIN SUBJECT TO THE LIENS AND SECURITY INTERESTS PROVIDED THEREIN.

Reference is hereby made to the Mortgage and the recordation thereof for all purposes in connection herewith.

Executed this 14 day of April, 2011.

WELLS FARGO BANK, N.A., as Administrative Agent
for the Lenders

By: 

Name: Suzanne Ridenhour

Title: Vice President

THE STATE OF COLORADO

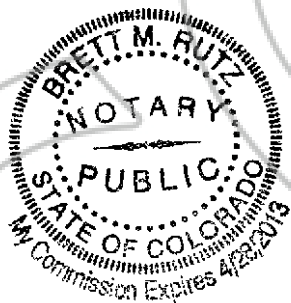
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COUNTY OF DENVER

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This instrument was acknowledged before me on April 14th, 2011, by Suzanne Ridenhour
a Vice President of Wells Fargo Bank, N.A., a national banking association, on behalf of such
national banking association, acting individually and as agent.



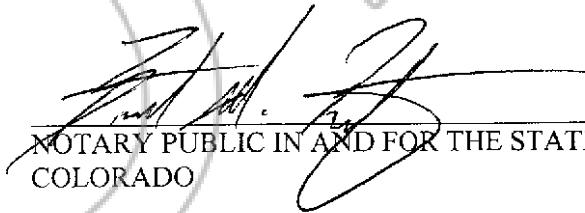

NOTARY PUBLIC IN AND FOR THE STATE OF
COLORADO



EXHIBIT A

1. 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

<u>Recording Jurisdiction</u>	<u>Recording Data</u>
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

2. 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, N.A., Agent, dated November 15, 2010

<u>Recording Jurisdiction</u>	<u>Recording Data</u>
Elko County, Nevada	Document No. 635532 Recorded 12/29/10
Eureka County, Nevada	Document No. 0216587 Book 511, Page 181 Recorded 12/28/10
Nye County, Nevada	Document No. 758664 Recorded 1/18/11

