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05/07/2014

11:47 AM

Official Record

Recording requested By
SIMPSON THACHER & BARTLETT LLP

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$51.00

Page 1 of 13

RPTT

Recorded By: LLH

Book- 565 Page- 0111

APN#

Recording Requested by:

Name: Simpson Thacher & Bartlett

Address: 2 Houston Center

City/State/Zip: Houston, TX 77010

Mail Tax Statements to:

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Address:

City/State/Zip:



0227290

Please complete Affirmation Statement below:

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Signature (Print name under signature)

Title

Omnibus Amendment to Deed of Trust, etc
(Insert Title of Document Above)

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This page added to provide additional information required by NRS 111.312 Sections 1-4.
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WHEN RECORDED RETURN TO:
SIMPSON THACHER & BARTLETT LLP
909 Fannin St., Suite 1475
Houston, TX 77010
Attn: Linda Daugherty

**OMNIBUS AMENDMENT TO DEEDS OF TRUST, MORTGAGES, SECURITY
AGREEMENTS, FIXTURE FILINGS AND FINANCING STATEMENTS**

Eureka, NV

This OMNIBUS AMENDMENT TO DEEDS OF TRUST, MORTGAGES, SECURITY AGREEMENTS, FIXTURE FILINGS AND FINANCING STATEMENTS (this "Amendment") is entered into as of April 30, 2014 (the "Effective Date") by Berry Petroleum Company, LLC (formerly known as Berry Petroleum Company), a Delaware limited liability company (the "Mortgagor"), and Wells Fargo Bank, N.A., as Administrative Agent (the "Mortgagee").

RECITALS:

A. The Mortgagor, as borrower, the financial institutions from time to time party thereto (the "Lenders") and Mortgagee, as administrative agent for the Lenders, entered into a Second Amended and Restated Credit Agreement dated as of November 15, 2010, (as amended, supplemented or restated to the date hereof, the "Credit Agreement"), pursuant to which, upon the terms and conditions stated therein, the Lenders have agreed to make loans and other extensions of credit to Mortgagor.

B. The Credit Agreement is secured by, among other things, that certain Deed of Trust, Assignment, Security Agreement, Fixture Filing and Financing Statement dated as of July 15, 2008, from Mortgagor to Mortgagee, as amended by that certain First Supplement and Amendment dated as of April 1, 2010, that certain Second Supplement and Amendment dated as of November 15, 2010, that certain Third Supplement and Amendment dated as of April 14, 2011 and that certain Fourth Supplement and Amendment dated as of November 21, 2013, and recorded in the offices designated for the filing of a record of mortgage in the jurisdictions set forth in Annex I hereto (as amended, the "Texas Deeds of Trust").

C. The Credit Agreement is further secured by, among other things, that certain Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement dated as of November 15, 2010, from Mortgagor to Mortgagee, and recorded in the offices designated for the filing of a record of mortgage in the jurisdiction set forth in Annex II hereto (as amended, the "Colorado Mortgage").

D. The Credit Agreement is further secured by, among other things, that certain Deed of Trust, Assignment, Security Agreement, Fixture Filing and Financing Statement dated as of July 15, 2008, as amended by that certain First Supplement and Amendment dated as of November 15, 2010, from Mortgagor to Mortgagee, and recorded in the offices designated for the filing of a record of mortgage in the jurisdiction set forth in Annex III hereto (as amended, the "Utah Deed of Trust").



E. The Credit Agreement is further secured by, among other things, that certain Deed of Trust, Assignment, Security Agreement, Fixture Filing and Financing Statement dated as of April 1, 2010, as amended by that certain First Supplement and Amendment dated as of December 10, 2010, from Mortgagor to Mortgagee, and recorded in the offices designated for the filing of a record of mortgage in the jurisdictions set forth in Annex IV hereto (as amended, the "Nevada Deeds of Trust").

F. The Texas Deeds of Trust, the Colorado Mortgage, the Utah Deed of Trust and the Nevada Deeds of Trust are collectively referred to herein as the "Mortgages."

G. The Mortgagor and Mortgagee desire to amend the Mortgages as set forth therein.

H. Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the loans, extensions of credit and commitments referred to in the Credit Agreement, the Mortgagor and Mortgagee hereby agree as follows:

Section 1.01 Defined Terms.

(a) Each capitalized term used and not defined herein has the meaning assigned such term in the Mortgages, and all uncapitalized terms which are defined in the UCC are used herein as so defined. As used herein, "UCC" means the Uniform Commercial Code presently in effect in the State of Texas, State of Colorado and State of Utah, as applicable, as the same may be amended from time to time.

(b) All references in the Mortgages to "this Mortgage" or "this Deed of Trust", as defined in the Mortgages shall mean the Mortgages as amended and supplemented and as the same may from time to time be further amended or supplemented.

Section 1.02 Amendment.

(a) Section 1.4(b) of the Mortgages is amended to replace the phrase "November 13, 2015" with "April 6, 2019".

Section 1.03 Confirmation. The Mortgages are hereby ratified, restated, adopted, confirmed, and renewed, except to the extent of any releases in writing by the Agent, or its predecessor, which were delivered to Mortgagor prior to the date hereof.

Section 1.04 Miscellaneous; Representations and Warranties. This Amendment is a "Loan Document" as defined and described in the Credit Agreement and is effective as a Financing Statement and Fixture Filing and described in the Mortgages. Each Mortgagor hereby acknowledges and agrees that except as specifically amended, supplemented, changed or modified hereby, the Mortgage shall remain in full force and effect in accordance with its terms. None of the rights, titles and interests existing and to exist under the Mortgage are hereby released, diminished or impaired, and each Mortgagor hereby reaffirms all covenants, representations and warranties made in the Mortgage.

Section 1.05 Governing Law. Insofar as permitted by otherwise applicable law, this Amendment shall be construed under and governed by the laws of the State of Texas (excluding choice of law and conflict of law rules); provided, however, that, with respect to any portion of the Mortgaged Property located outside of the State of Texas, the laws of the place in which such Property is located in, or offshore adjacent to (and State law made applicable as a matter of Federal law), shall apply to the extent of procedural and substantive matters relating only to the creation, perfection, foreclosure of Liens and enforcement of rights and remedies against the Mortgaged Property.

Section 1.06 Counterparts. This Amendment is being executed in several counterparts, all of which are identical. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

[SIGNATURES ON NEXT PAGE]



EXECUTED this 24th day of April 2014, to be effective as of the Effective Date.

BERRY PETROLEUM COMPANY, LLC



By: _____

Kolja Rockov
Executive Vice President and
Chief Financial Officer

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

NEVADA AND TEXAS

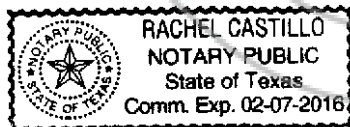
This instrument was acknowledged before me on April 24, 2014 by Kolja Rockov, Executive Vice President and Chief Financial Officer of Berry Petroleum Company, LLC, a Delaware limited liability company, on behalf of said corporation.

COLORADO AND UTAH

The foregoing instrument was acknowledged before me this 24 day of April, 2014 by Kolja Rockov, the Executive Vice President and Chief Financial Officer of Berry Petroleum Company, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Rachel Castillo, Notary Public

SEAL:



EXECUTED this 29th day of April, 2014, to be effective as of the Effective Date.

WELLS FARGO BANK, N.A.

By: Betsy Jocher
Name: Betsy Jocher
Title: Director

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

NEVADA AND TEXAS

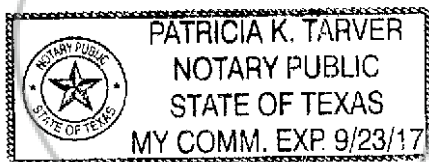
This instrument was acknowledged before me on April 29, 2014 by
BETSY JOCHER, DIRECTOR of
Wells Fargo Bank, N.A., a national banking association, on behalf of said association.

COLORADO AND UTAH

The foregoing instrument was acknowledged before me this 29th day of
APRIL, 2014 by BETSY JOCHER, the
DIRECTOR of Wells Fargo Bank, N.A., a national banking
association, on behalf of said association.

[Signature]
Notary Public

SEAL:



Signature Page – Berry Omnibus Mortgage Amendment

ANNEX I

Deed of Trust, Assignment, Security Agreement, Fixture Filing and Financing Statement from Berry Petroleum Company, d/b/a Berry Oil Company in the State of Texas, to Guy Evangelista, Trustee, for the Benefit of Wells Fargo Bank, National Association, Agent, dated July 15, 2008 [TX]

Recording Jurisdiction

Harrison County, TX

Limestone County, TX

Recording Data

Document #8012531
Book OR, Vol. 3952, Page 281
Recorded 07/24/2008

Document #00084072
Book RP, Vol. 1286, Page 102
Recorded 07/18/2008

First Supplement and Amendment to Deed of Trust, Assignment, Security Agreement, Fixture Filing and Financing Statement from Berry Petroleum Company, d/b/a Berry Oil Company in the State of Texas, to Guy Evangelista, Trustee, for the Benefit of Wells Fargo Bank, National Association, Agent, dated April 1, 2010 (Note: this Amendment added new properties and also amended the Trustee to be Oleg Kogan)

Recording Jurisdiction

Borden County, TX

Dawson County, TX

Glasscock County, TX

Howard County

Martin County, TX

Recording Data

Document No. 010426
Vol. 99, Page 495
Recorded 4/30/10

Document No. 1017
Book OPR, Vol. 634, Page 705
Recorded 4/29/10

Instrument No. 3601
Vol. 145, Page 376
Recorded 4/30/10

Document No. 2010-00002065
Book OPR, Vol. 1176, Page 48
Recorded 4/29/10

Instrument No. 1463
Book OPR, Vol. 271, Page 162
Recorded 4/30/10



Midland County, TX

Instrument No. 2010-7976
Recorded 4/29/10

Reagan County, TX

Instrument No. 105824
Vol. 117, Page 406
Recorded 4/29/10

Upton County, TX

Document No. 00148697
Recorded 4/30/10

Second Supplement and Amendment to Deed of Trust, Assignment, Security Agreement, Fixture Filing and Financing Statement from Berry Petroleum Company, d/b/a Berry Oil Company in the State of Texas, to Oleg Kogan, Trustee, for the Benefit of Wells Fargo Bank, N.A., Agent, dated November 15, 2010

Recording Jurisdiction

Recording Data

Borden County, TX

Document No. 011048
Vol. 100, Page 319
Recorded 11/15/10

Dawson County, TX

Document No. 3046
Book OPR, Vol 645, Page 183
Recorded 11/22/10

Glasscock County, TX

Instrument No. 5361
Vol. 155, Page 271
Recorded 11/23/10

Harrison County, TX

Document No. 2010-000015015 Recorded
11/22/10

Howard County, TX

Document No. 2010-00005977
Book OPR, Vol. 1200, Page 39
Recorded 11/22/10

Limestone County, TX

Document No. 00104600
Book RP, Vol. 1356, Page 70
Recorded 11/22/10

Martin County, TX

Instrument No. 4024
Book OPR, Vol. 287, Page 251
Recorded 11/22/10



Midland County, TX

Instrument No. 2010-22828
Recorded 11/22/10

Reagan County, TX

Document No. 106836
Book 125, Page 830
Recorded 11/22/10

Upton County, TX

Document No. 00150445 \
Book 845, Page 143
Recorded 11/22/10

Third Supplement and Amendment to Deed of Trust, Assignment, Security Agreement, Fixture Filing and Financing Statement from Berry Petroleum Company, d/b/a Berry Oil Company in the State of Texas, to Oleg Kogan, Trustee, for the Benefit of Wells Fargo Bank, N.A., Agent, dated April 14, 2011

Recording Jurisdiction

Martin County, TX

Recording Data

Instrument No. 1546
OPR Vol. 303, Page 95
Recorded 5/10/11



ANNEX II

Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement
from Berry Petroleum Company to Wells Fargo Bank, National Association, as Agent,
dated November 15, 2010 (CO)

Recording Jurisdiction

Garfield County, Colorado

Recording Data

Reception # 794937
Recorded 1/29/10

COPY



ANNEX III

Deed of Trust, Assignment, Security Agreement, Fixture Filing and financing Statement from Berry Petroleum Company to First American Title, Trustee, for the Benefit of Wells Fargo Bank, National Association, Agent, dated July 15, 2008 [UT]

Recording Jurisdiction

Duchesne County, UT

Recording Data

Ent. #406879
Book M324, Page 501
Recorded 07/18/2008

First Supplement and Amendment to Deed of Trust, Assignment, Security Agreement, Fixture Filing and financing Statement from Berry Petroleum Company to First American Title, Trustee, for the Benefit of Wells Fargo Bank, N.A., Agent, dated November 15, 2010 [UT]

Recording Jurisdiction

Duchesne County, UT

Recording Data

Ent. #430051
Book A608, Page 498
Recorded 12/2/10



ANNEX IV

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 (NV)

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

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 December 10, 2010 (NV)

Recording Jurisdiction

Recording Data

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



635532



Lease No.	Owner	Lease Date	Book	Page	County	Legal Description
NYN 04231	BUREAU OF LAND MANAGEMENT	11/1/2003			NTE	TOWNSHIP 8 NORTH, RANGE 57 EAST, AND P.M. SECTION 12 LOTS 1-4, S/2NW/4, SW/4 SECTION 22 LOTS 1-4, S/2NW/4 TOWNSHIP 8 NORTH, RANGE 57 EAST, AND P.M. SECTION 22: SW/4 SECTION 22: NW/4, S/2NW/4, SW/4 SECTION 22: NW/4 SECTION 22: NW/4 SECTION 22: NW/4, SW/4, S/2NW/4 SECTION 22: NW/4, S/2NW/4, SW/4 SECTION 22: NW/4, S/2NW/4, SW/4
NYN 01231	BUREAU OF LAND MANAGEMENT	11/1/2003			NTE	TOWNSHIP 8 NORTH, RANGE 57 EAST, AND P.M. SECTION 12: NW/2NW/4, S/2NW/4, NW/2NW/4 SECTION 12: NW/2NW/4, S/2NW/4, NW/2NW/4 SECTION 12: NW/2NW/4, S/2NW/4, NW/2NW/4
NYN 08039	BUREAU OF LAND MANAGEMENT	7/1/2005			NTE	TOWNSHIP 8 NORTH, RANGE 57 EAST, AND P.M. SECTION 12: NW/2NW/4, S/2NW/4, NW/2NW/4 SECTION 12: NW/2NW/4, S/2NW/4, NW/2NW/4 SECTION 12: NW/2NW/4, S/2NW/4, NW/2NW/4
NYN 57320	BUREAU OF LAND MANAGEMENT	3/29/2007			NTE	TOWNSHIP 8 NORTH, RANGE 57 EAST, AND P.M. SECTION 12: NW/2NW/4, S/2NW/4, NW/2NW/4 SECTION 12: NW/2NW/4, S/2NW/4, NW/2NW/4 SECTION 12: NW/2NW/4, S/2NW/4, NW/2NW/4

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Map County



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