UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 20-F

(Mark One)

☒ **REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR 12(g) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☐ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☐ **SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of event requiring this shell company report

For the transition period from to

Commission file number:

DIVERSIFIED
energy

Diversified Energy Company plc

(Exact name of Registrant as specified in its charter)

Not Applicable

(Translation of Registrant's name into English)

England and Wales

(Jurisdiction of incorporation or organization)

1600 Corporate Drive
Birmingham, Alabama 35242
Tel: +1 205 408 0909

(Address of principal executive offices)

Bradley G. Gray
Diversified Energy Company plc
1600 Corporate Drive
Birmingham, Alabama 35242
Tel: +1 205 408 0909

(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered, pursuant to Section 12(b) of the Act

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary shares, nominal (par) value £0.01 per share	DEC	New York Stock Exchange

Securities registered or to be registered pursuant to Section 12(g) of the Act: None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act: None

Indicate the number of outstanding shares of each of the issuer's classes of capital stock or common stock as of the close of the period covered by the annual report: N/A

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes □ No ☒

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes □ No □

Note — Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes □ No □

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes □ No □

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See definition of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

□ Large accelerated filer □ Accelerated filer ☒ Non-accelerated filer □ Emerging growth company

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. □

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. □

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. □

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

□ U.S. GAAP ☒ International Financial Reporting Standards as issued by the International Accounting Standards Board □ Other

If "Other" has been checked in response to the previous question indicate by check mark which financial statement item the registrant has elected to follow. Item 17 □ Item 18 □

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes □ No □

(APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PAST FIVE YEARS)

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. Yes □ No □

CONTENTS

COMMONLY USED DEFINED TERMS

The following are abbreviations and definitions of certain terms used in this document, which are commonly used in the natural gas and oil industry:

"***Basin***." A large natural depression on the earth's surface in which sediments accumulate.

"***Bbl***." Barrel or barrels of oil or natural gas liquids.

"***Boe***." Barrel of oil equivalent, determined by using the ratio of one Bbl of oil or NGLs to six Mcf of natural gas. The ratio of one barrel of oil or NGLs to six Mcf of natural gas is commonly used in the industry and represents the approximate energy equivalence of oil or NGLs to natural gas, and does not represent the economic equivalency of oil and NGLs to natural gas. The sales price of a barrel of oil or NGLs is considerably higher than the sales price of six Mcf of natural gas.

"***Boepd***." Barrel of oil equivalent per day.

"***Btu or British Thermal Unit***." A British thermal unit, which is a measure of the amount of energy required to raise the temperature of one pound of water one degree Fahrenheit.

"***Development wells***." Wells drilled within the proved area of an oil or natural gas reservoir to the depth of a stratigraphic horizon known to be productive.

"***Drilling***." means any activity related to drilling pad make-ready costs, rig mobilization and creating a wellbore in order to facilitate the ultimate production of hydrocarbons.

"***Dry hole***." A well found to be incapable of producing hydrocarbons in sufficient quantities such that proceeds from the sale of such production would exceed production expenses, taxes and the royalty burden.

"***E&P***." Exploration and production of natural gas, NGLs and oil.

"***Field***." An area consisting of a single reservoir or multiple reservoirs all grouped on, or related to, the same individual geological structural feature or stratigraphic condition. The field name refers to the surface area, although it may refer to both the surface and the underground productive formations.

"***Formation***." A layer of rock which has distinct characteristics that differs from nearby rock.

"***Gross acres or gross wells***." The total acres or wells, as the case may be, in which a working interest is owned.

"***Henry Hub***." A natural gas pipeline delivery point that serves as the benchmark natural gas price underlying NYMEX natural gas futures contracts.

"***Horizontal drilling***." A drilling technique used in certain formations where a well is drilled vertically to a certain depth and then drilled at a high angle to vertical (which can be greater than 90 degrees) in order to stay with a specified interval.

"***Hydraulic fracturing***." The technique of improving a well's production or injection rates by pumping a mixture of fluids into the formation and rupturing the rock, creating an artificial channel. As part of this technique, sand or other material may also be injected into the formation to keep the channel open, so that fluids or natural gases may more easily flow through the formation.

"***IFRS***." International Financial Reporting Standards, as issued by the International Accounting Standards Board.

"***IASB***." The International Accounting Standards Board.

"***LIBOR***." London Inter-bank Offered Rate, which is a market rate of interest.

"***MBbls***." One thousand barrels of oil, condensate or NGL.

"***Mboe***." One thousand Boe.

"***Mboepd***." One thousand Boe per day.

"***Mcf***." One thousand cubic feet of natural gas.

"***Mcfe***." One thousand cubic feet of natural gas equivalent.

"***MMBoe***." One million Boe.

"***MMBtu***." One million British Thermal Units.

"***MMcf***." One million cubic feet of natural gas.

"***MMcfe***." One million cubic feet of natural gas equivalent.

"***MMcfepd***." One million cubic feet of natural gas equivalent per day.

"***Mont Belvieu***." A mature trading hub with a high level of liquidity and transparency that sets spot and futures prices for NGLs.

"***MtCO2e***." Metric tons of carbon dioxide equivalent.

"***Net acres or net wells***." The sum of the fractional working interest owned in gross acres or gross wells, as the case may be. For example, an owner who has a 50% interest in 100 acres owns 50 net acres and an owner who has a 50% interest in 100 wells owns 50 net wells.

"***NGL or NGLs***." Natural gas liquids, such as ethane, propane, butane and natural gasoline that are extracted from natural gas production streams.

"***NYMEX***." The New York Mercantile Exchange.

"***Oil***." Includes crude oil and condensate.

"***OPEC***." The Organization of the Petroleum Exporting Countries.

"***Possible reserves***." Possible reserves are those additional reserves that are less certain to be recovered than probable reserves.

(a) When deterministic methods are used, the total quantities ultimately recovered from a project have a low probability of exceeding proved plus probable plus possible reserves. When probabilistic methods are used, there should be at least a 10% probability that the total quantities ultimately recovered will equal or exceed the proved plus probable plus possible reserves estimates.

(b) Possible reserves may be assigned to areas of a reservoir adjacent to probable reserves where data control and interpretations of available data are progressively less certain. Frequently, this will be in areas where geoscience and engineering data are unable to define clearly the area and vertical limits of commercial production from the reservoir by a defined project.

(c) Possible reserves also include incremental quantities associated with a greater percentage recovery of the hydrocarbons in place than the recovery quantities assumed for probable reserves.

(d) The proved plus probable and proved plus probable plus possible reserves estimates must be based on reasonable alternative technical and commercial interpretations within the reservoir or subject project that are clearly documented, including comparisons to results in successful similar projects.

(e) Possible reserves may be assigned where geoscience and engineering data identify directly adjacent portions of a reservoir within the same accumulation that may be separated from proved areas by faults with displacement less than formation thickness or other geological discontinuities and that have not been penetrated by a wellbore, and the registrant believes that such adjacent portions are in communication with the known (proved) reservoir. Possible reserves may be assigned to areas that are structurally higher or lower than the proved area if these areas are in communication with the proved reservoir.

(f) Where direct observation has defined a highest known oil ("HKO") elevation and the potential exists for an associated gas cap, proved oil reserves should be assigned in the structurally

higher portions of the reservoir above the HKO only if the higher contact can be established with reasonable certainty through reliable technology. Portions of the reservoir that do not meet this reasonable certainty criterion may be assigned as probable and possible oil or gas based on reservoir fluid properties and pressure gradient interpretations.

"***Probable Reserves***." Probable reserves are those additional reserves that are less certain to be recovered than proved reserves but which, together with proved reserves, are as likely as not to be recovered.

(a) When deterministic methods are used, it is as likely as not that actual remaining quantities recovered will exceed the sum of estimated proved plus probable reserves. When probabilistic methods are used, there should be at least a 50% probability that the actual quantities recovered will equal or exceed the proved plus probable reserves estimates.

(b) Probable reserves may be assigned to areas of a reservoir adjacent to proved reserves where data control or interpretations of available data are less certain, even if the interpreted reservoir continuity of structure or productivity does not meet the reasonable certainty criterion. Probable reserves may be assigned to areas that are structurally higher than the proved area if these areas are in communication with the proved reservoir.

(c) Probable reserves estimates also include potential incremental quantities associated with a greater percentage recovery of the hydrocarbons in place than assumed for proved reserves.

"***Productive well***." A well that is found to be capable of producing hydrocarbons in sufficient quantities such that proceeds from the sale of the production exceed production expenses and taxes.

"***Proved developed reserves***." Reserves of any category that can be expected to be recovered through:

(a) existing wells with existing equipment and operating methods or in which the cost of the required equipment is relatively minor compared to the cost of a new well; and

(b) installed extraction equipment and infrastructure operation at the time of the reserve estimate if the extraction is by means not involving a well.

"***Proved reserves***." Those quantities of natural gas, NGLs and oil, which, by analysis of geosciences and engineering data, can be estimated with reasonable certainty to be economically producible — from a given date forward, from known reservoirs, and under existing economic conditions, operating methods, and government regulations — prior to the time at which contracts providing the right to operate expire, unless evidence indicates that renewal is reasonable certain, regardless of whether deterministic or probabilistic methods are used for the estimation. The project to extract the hydrocarbons must have commenced or the operator must be reasonably certain that it will commence the project within a reasonable time.

(a) The area of reservoir considered as proved includes:

(i) the area identified by drilling and limited by fluid contacts, if any, and

(ii) adjacent undrilled portions of the reservoir that can, with reasonable certainty, be judged to be continuous with it and to contain economically producible natural gas, NGLs or oil on the basis of available geosciences and engineering data.

(b) In the absence of data on fluid contacts, proved quantities in a reservoir are limited by the lowest known hydrocarbons ("LKH") as seen in a well penetration unless geosciences, engineering, or performance data and reliable technology establishes a lower contact with reasonable certainty.

(c) Where direct observation from well penetrations has defined a HKO elevation and the potential exists for an associated natural gas cap, proved oil reserves may be assigned in the structurally higher portions of the reservoir only if geosciences, engineering, or performance data and reliable technology establish the higher contact with reasonable certainty.

(d) Reserves which can be produced economically through application of improved recovery techniques (including, but not limited to, fluid injection) are included in the proved classification when:

(i) successful testing by a pilot project in an area of the reservoir with properties no more favorable than in the reservoir as a whole, the operation of an installed program in the reservoir or an analogous reservoir, or other evidence using reliable technology establishes the reasonable certainty of the engineering analysis on which the project or program was based; and

(ii) the project has been approved for development by all necessary parties and entities, including governmental entities.

(e) Existing economic conditions include prices and costs at which economic producibility from a reservoir is to be determined. The price shall be the average price during the 12-month period prior to the ending date of the period covered by the report, determined as an unweighted arithmetic average of the first-day-of-the-month price for each month within such period, unless prices are defined by contractual arrangements, excluding escalations based upon future conditions.

"***Proved undeveloped reserves***" or "***PUDs***." Proved reserves that are expected to be recovered from new wells on undrilled acreage, or from existing wells where a relatively major expenditure is required for recompletion. Reserves on undrilled acreage shall be limited to those directly offsetting development spacing areas that are reasonably certain of production when drilled, unless evidence using reliable technology exists that establishes reasonable certainty of economic producibility at greater distances. Undrilled locations can be classified as having proved undeveloped reserves only if a development plan has been adopted indicating that they are scheduled to be drilled within five years, unless the specific circumstances justify a longer time. Under no circumstances shall estimates for undeveloped reserves be attributable to any acreage for which an application of fluid injection or other improved recovery technique is contemplated, unless such techniques have been proved effective by actual projects in the same reservoir or an analogous reservoir, or by other evidence using reliable technology establishing reasonable certainty.

"***Recompletion***." The process of treating a drilled well followed by the installation of permanent equipment for the production of natural gas, NGLs or oil, in the case of a dry hole, the reporting of abandonment to the appropriate agency.

"***Reservoir***." A porous and permeable underground formation containing a natural accumulation of producible natural gas, NGLs and/or oil that is confined by impermeable rock or water barriers and is separate from other reservoirs.

"***Spacing***." The distance between wells producing from the same reservoir. Spacing is expressed in terms of acres, e.g., 40-acre spacing, and is established by regulatory agencies.

"***SOFR***." The Secured Overnight Financing Rate, or SOFR.

"***Standardized measure***." The year-end present value (discounted at an annual rate of 10%) of estimated future net cash flows to be generated from the production of proved reserves net of estimated income taxes associated with such net cash flows, as determined in accordance with FASB guidelines, without giving effect to non-property related expenses such as indirect general and administrative expenses and debt service or to depreciation, depletion and amortization. Standardized measure does not give effect to derivative transactions.

"***Undeveloped acreage***." Lease acreage on which wells have not been drilled or completed to a point that would permit the production of commercial quantities of natural gas, NGLs and oil regardless of whether such acreage contains proved reserves.

"***Unit***." The joining of all or substantially all interests in a reservoir or field, rather than a single tract, to provide for development and operation without regard to separate property interests. Also, the area covered by a unitization agreement.

"***U.S. GAAP***." Accounting principles generally accepted in the United States of America.

"***Wellbore***" or "***well***." The hole drilled by the bit that is equipped for natural gas, NGLs or oil production on a completed well. Also called a well or borehole.

"***Working interest***." The right granted to the lessee of a property to explore for and to produce and own natural gas, NGLs, oil or other minerals. The working interest owners bear the exploration, development and operating costs on either a cash, penalty or carried basis.

"***Workover***." Operations on a producing well to restore or increase production.

"***WTI***." West Texas Intermediate grade crude oil, used as a pricing benchmark for sales contracts and NYMEX oil futures contracts.

ABOUT THIS REGISTRATION STATEMENT

Except where the context otherwise requires or where otherwise indicated, the terms "Diversified Energy," the "Company," "DEC," "we," "us," "our company" and "our business" refer to Diversified Energy Company plc, formerly Diversified Gas & Oil plc, together with its consolidated subsidiaries.

For the convenience of the reader, in this registration statement, unless otherwise indicated, translations from pound sterling into U.S. dollars were made at the rate of £1.00 to $, which was the noon buying rate of the Federal Reserve Bank of New York on , 2023. Such U.S. dollar amounts are not necessarily indicative of the amounts of U.S. dollars that could actually have been purchased upon exchange of pound sterling at the dates indicated or any other date.

We obtained the industry, market and competitive position data in this registration statement from our own internal estimates, surveys and research, as well as from publicly available information, industry and general publications and research, surveys and studies.

Industry publications, research, surveys, studies and forecasts generally state that the information they contain has been obtained from sources believed to be reliable but that the accuracy and completeness of such information is not guaranteed. Forecasts and other forward-looking information obtained from these sources are subject to the same qualifications and uncertainties as the other forward-looking statements in this registration statement. These forecasts and forward-looking information are subject to uncertainty and risk due to a variety of factors, including those described in the section titled "Risk Factors" found elsewhere in this registration statement. These and other factors could cause results to differ materially from those expressed in the forecasts or estimates from independent third parties and us.

We have proprietary rights to trademarks used in this registration statement that are important to our business, many of which are registered under applicable intellectual property laws. Solely for convenience, trademarks and trade names referred to in this registration statement may appear without the "®" or "™" symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent possible under applicable law, our rights or the rights of the applicable licensor to these trademarks and trade names. We do not intend our use or display of other companies' trademarks, trade names or service marks to imply a relationship with, or endorsement or sponsorship of us by, any other companies. Each trademark, trade name or service mark of any other company appearing in this registration statement is the property of its respective holder.

Unless another date is specified or the context otherwise requires, all acreage, well count, hedging and reserve data presented in this registration statement is as of December 31, 2022.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Certain statements contained in this registration statement, including those in "*Item 3.D. Risk Factors*," "*Item 4.B. Business Overview*" and "*Item 5. Operating and Financial Review and Prospects*" and elsewhere in this registration statement, contain forward-looking statements. In some cases, you can identify forward-looking statements by the following words: "may," "might," "will," "could," "would," "should," "expect," "plan," "anticipate," "intend," "seek," "believe," "estimate," "predict," "potential," "continue," "contemplate," "possible" or the negative of these terms or other comparable terminology, although not all forward-looking statements contain these words. Forward-looking statements are not guarantees of performance. We have based forward-looking statements in this registration statement on our current expectations and beliefs about future developments and their potential effect on us.

These statements involve risks, uncertainties and other factors that may cause our actual results, levels of activity, performance or achievements to be materially different from the information expressed or implied by these forward-looking statements. Although we believe that we have a reasonable basis for each forward-looking statement contained in this registration statement, we caution you that these statements are based on a combination of facts and factors currently known by us and our projections of the future, about which we cannot be certain. Forward-looking statements contained in this registration statement are inherently subject to significant business, economic, competitive, regulatory and other risks and uncertainties (some of which are beyond our control) and assumptions that could cause our actual results to differ materially from our historical experience and present expectations or projections. We caution you that assumptions, beliefs, expectations, intentions and projections about future events may and often do vary materially from actual results. Therefore, we cannot assure you that actual results will not differ materially from those expressed or implied by our forward-looking statements. Known material factors that could cause actual results to differ from those expressed in or implied by forward-looking statements contained or incorporated in this registration statement are described under "Risk Factors" and in other sections of this registration statement. Such factors include, but are not limited to:

- declines in, the sustained depression of, or increased volatility in the prices we receive for our natural gas, oil and NGLs, or increases in the differential between index natural gas, oil and NGL prices and prices received;
- risks related to and the effects of actual or anticipated pandemics such as the COVID-19 pandemic; uncertainties about the estimated quantities of natural gas, oil and NGL reserves;
- operating risks, including, but not limited to, risks related to properties where we do not serve as the operator;
- the adequacy of our capital resources and liquidity, including, but not limited to, access to additional borrowing capacity under our Credit Facility and the ability to obtain future financing on commercially reasonable terms or at all;
- the effects of government regulation, permitting and other legal requirements, including, but not limited to, new legislation;
- the effects of environmental, natural gas, oil and NGL related and occupational health and safety laws and regulations, including, but not limited to delays, curtailment or cessation of operations or exposure to material costs and liabilities;
- difficult and adverse conditions in the domestic and global capital and credit markets and economies, including effects of diseases, political instability, including but not limited to instability related to the military conflict in Ukraine, and pricing and production decisions;
- the concentration of our operations in the Appalachian Basin, the Barnett Shale, the Cotton Valley Formation, the Haynesville Shale of the United States and the Mid-Continent producing region;
- potential financial losses or earnings reductions resulting from our commodity price risk management program or any inability to manage our commodity price risks;
- the failure by counterparties to our derivative risk management activities to perform their obligations;

- shortages of oilfield equipment, supplies, services and qualified personnel and increased costs for such equipment, supplies, services and personnel;
- access to pipelines, storage platforms, shipping vessels and other means of transporting and storing and refining gas and oil, including without limitation, changes in availability of, and access to, pipeline usage;
- risks and liabilities associated with acquired properties, including, but not limited to, the assets acquired in connection with our recent acquisitions;
- uncertainties about our ability to replace reserves;
- our hedging strategy;
- competition in the natural gas, oil and NGL industry; and
- our substantial existing indebtedness. Reserve engineering is a process of estimating underground accumulations of natural gas, oil and NGLs that cannot be measured in an exact way. The accuracy of any reserve estimate depends on the quality of available data, the interpretation of such data and price and cost assumptions made by our reserve engineers. In addition, the results of drilling, testing and production activities may justify revisions of estimates that were made previously. If significant, such revisions would change the schedule of any further production and development drilling. Accordingly, reserve and PV-10 estimates may differ significantly from the quantities of natural gas, oil and NGLs that are ultimately recovered.

You should refer to "*Item 3.D Risk Factors*" of this registration statement for a discussion of other important factors that may cause our actual results to differ materially from those expressed or implied by our forward-looking statements. As a result of these factors, we cannot assure you that the forward-looking statements in this registration statement will prove to be accurate.

In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this registration statement, and although we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted a thorough inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely upon these statements. Furthermore, if our forward-looking statements prove to be inaccurate, the inaccuracy may be material. In light of the significant uncertainties in these forward-looking statements, you should not regard these statements as a representation or warranty by us or any other person that we will achieve our objectives and plans in any specified time frame, or at all. We undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

PRESENTATION OF FINANCIAL INFORMATION

This registration statement includes our audited consolidated financial statements as of December 31, 2022 and 2021 and for each of the three years in the period ended December 31, 2022 as well as our unaudited interim condensed consolidated financial statements as of June 30, 2023 and for the six months ended June 30, 2023 and 2022, which have been prepared in accordance with IFRS, as issued by the IASB, which differ in certain significant respects from U.S. GAAP. None of our financial statements were prepared in accordance with U.S. GAAP.

Our financial information is presented in U.S. dollars. Our fiscal year begins on January 1 and ends on December 31 of the same year. Certain amounts and percentages included in this registration statement have been rounded. Accordingly, in certain instances, the sum of the numbers in a column of a table may not exactly equal the total figure for that column.

All references in this registration statement to "$" mean U.S. dollars and all references to "£" and "GBP" mean pound sterling. We have made rounding adjustments to some of the figures included in this registration statement. Accordingly, numerical figures shown as totals in some tables may not be an arithmetic aggregation of the figures that preceded them.

Use of Non-IFRS Measures

Certain key operating metrics that are not defined under IFRS (alternative performance measures) are included in this registration statement. These non-IFRS measures are used by us to monitor the underlying business performance of the Company from period to period and to facilitate comparison with our peers. Since not all companies calculate these or other non-IFRS metrics in the same way, the manner in which we have chosen to calculate the non-IFRS metrics presented herein may not be compatible with similarly defined terms used by other companies. The non-IFRS metrics should not be considered in isolation of, or viewed as substitutes for, the financial information prepared in accordance with IFRS. Certain of the key operating metrics set forth below are based on information derived from our regularly maintained records and accounting and operating systems. See "*Item 5. Operating and Financial Review and Prospects — A. Operating Results*" for reconciliations of such measures to the most directly comparable IFRS measures and reasons for the use of such non-IFRS measures.

Adjusted EBITDA. As used herein, EBITDA represents earnings before interest, taxes, depletion, depreciation and amortization. Adjusted EBITDA includes adjusting for items that are not comparable period over period, namely, accretion of asset retirement obligation, other (income) expense, loss on joint and working interest owners receivable, gain on bargain purchase, (gain) loss on fair value adjustments of unsettled financial instruments, (gain) loss on natural gas and oil property and equipment, costs associated with acquisitions, other adjusting costs, non-cash equity compensation, (gain) loss on foreign currency hedge, net (gain) loss on interest rate swaps and items of a similar nature.

Adjusted EBITDA should not be considered in isolation or as a substitute for operating profit or loss, net income or loss, or cash flows provided by operating, investing and financing activities. However, we believe such measure is useful to an investor in evaluating DEC's financial performance because it (1) is widely used by investors in the natural gas and oil industry as an indicator of underlying business performance; (2) helps investors to more meaningfully evaluate and compare the results of DEC's operations from period to period by removing the often-volatile revenue impact of changes in the fair value of derivative instruments prior to settlement; (3) is used in the calculation of a key metric in our revolving credit facility by and among DP RBL Co LLC, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto (the "Credit Facility") financial covenants; and (4) is used by the Company as a performance measure in determining executive compensation. When evaluating this measure, we believe investors also commonly find it useful to evaluate this metric as a percentage of our Total Revenue, inclusive of settled hedges, producing what we refer to as our Adjusted EBITDA Margin throughout this report. Please refer to the definitions of these added profitability metrics below for additional details.

Net Debt. As used herein, Net Debt represents total debt as recognized on the balance sheet less cash and restricted cash. Total debt includes DEC's borrowings under the Credit Facility and borrowings under

or issuances of, as applicable, its subsidiaries' securitization facilities. Net Debt is a useful indicator of DEC's leverage and capital structure.

Total Revenue, inclusive of settled hedges. As used herein, Total Revenue, inclusive of settled hedges, includes the impact of derivatives settled in cash. We believe that Total Revenue, inclusive of settled hedges, is a useful measure because it enables investors to discern DEC's realized revenue after adjusting for the settlement of derivative contracts.

Adjusted EBITDA Margin. As used herein, Adjusted EBITDA Margin is measured as Adjusted EBITDA, as a percentage of Total Revenue, inclusive of settled hedges. Adjusted EBITDA Margin includes the direct operating cost and the portion of general and administrative cost it takes to produce each Boe. This metric includes operating expense, employees, administrative costs and professional services and recurring allowance for credit losses, which include fixed and variable cost components. We believe that Adjusted EBITDA Margin is a useful measure of DEC's profitability and efficiency as well as its earnings quality given its ability to measure the company on a more comparable basis period over period given we are often involved in transactions that are not comparable between periods.

Free Cash Flow. As used herein, Free Cash Flow represents net cash provided by operating activities less expenditures on natural gas and oil properties and equipment and cash paid for interest. We believe that Free Cash Flow is a useful indicator of DEC's ability to generate cash that is available for activities other than capital expenditures. Management believes that Free Cash Flow provides investors with an important perspective on the cash available to service debt obligations, make strategic acquisitions and investments and pay dividends.

Adjusted Operating Cost per Boe. Adjusted Operating Cost per Boe is a metric that allows us to measure the direct operating cost and the portion of general and administrative cost it takes to produce each Boe. This metric, similar to Adjusted EBITDA Margin, includes operating expense, employees, administrative costs and professional services and recurring allowance for credit losses, which include fixed and variable cost components.

Employees, administrative costs and professional services. As used herein, employees, administrative costs and professional services represents total administrative expenses excluding cost associated with acquisitions, other adjusting costs and non-cash expenses. We use Employees, administrative costs and professional services because this measure excludes items that affect the comparability of results or that are not indicative of trends in the ongoing business.

PV-10. PV-10 is a non-IFRS measure because it excludes the effects of applicable income tax. Management believes that the presentation of the non-IFRS financial measure of PV-10 provides useful information to investors because it is widely used by professional analysts and sophisticated investors in evaluating natural gas and oil companies. PV-10 is not a measure of financial or operating performance under IFRS. PV-10 should not be considered as an alternative to the standardized measure as defined under IFRS. We have included a reconciliation of PV-10 to the standardized measure of discounted future net cash flows, its most directly comparable IFRS measure, elsewhere in this registration statement. PV-10 differs from the standardized measure of discounted future net cash flows because it does not include the effects of income taxes. Neither PV-10 nor the standardized measure represents an estimate of fair market value of our natural gas and oil properties.

PART I

Item 1. Identity of Directors, Senior Management and Advisers

A. Directors and Senior Management.

Directors

The following table sets forth the names and positions of the members of our Board as of the date of this registration statement. The business address of each of the directors is c/o Diversified Energy Company plc, 1600 Corporate Drive, Birmingham, Alabama 35242.

Name	Position	Director Since[1]
Robert Russell ("Rusty") Hutson, Jr.	Co-Founder, Chief Executive Officer and Director	July 2014
David E. Johnson	Independent Chairman of the Board	Feb. 2017
Martin K. Thomas	Vice Chairman of the Board	Jan. 2015
Kathryn Z. Klaber	Independent Director	Jan. 2023
Sylvia J. Kerrigan	Senior Independent Director	Oct. 2021
Sandra M. Stash	Independent Director	Oct. 2019
David J. Turner, Jr.	Independent Director	May 2019

(1) The executive director's service agreement is of indefinite duration, subject to termination by the Company or the individual on six months' notice. The non-executive director serves for an initial period of 12 months, subject to re-election at each annual general meeting of the Company and is terminable on three months' notice given by either party.

Senior Management

The following table sets forth the names and positions of the members of our Senior Management team as of the date of this registration statement. The business address for each member of our Senior Management is c/o Diversified Energy Company plc, 1600 Corporate Drive, Birmingham, Alabama 35242.

Name	Position
Robert Russell ("Rusty") Hutson, Jr.	Co-Founder, Chief Executive Officer and Director
Bradley G. Gray	President and Chief Financial Officer
Benjamin Sullivan	Senior Executive Vice President, Chief Legal & Risk Officer, and Corporate Secretary

B. Advisers.

Our external legal advisers are Latham & Watkins LLP, whose address is 300 Colorado Street, Suite 2400, Austin, Texas 78701, and Latham & Watkins (London) LLP, whose address is 99 Bishopsgate London EC2M 3XF United Kingdom.

C. Auditors.

PricewaterhouseCoopers LLP has been our statutory auditor since 2020. PricewaterhouseCoopers LLP has audited our financial statements for the periods ended December 31, 2022, 2021 and 2020. PricewaterhouseCoopers LLP is an independent registered public accounting firm, registered with the Public Company Accounting Oversight Board (United States). For more information on our auditors, see "*Item 10. Additional Information — G. Statements by Experts*."

Item 2. Offer Statistics and Expected Timetable

Not applicable.

Item 3. Key Information

A. [Reserved.]

B. Cash and Cash Equivalents, Capitalization and Indebtedness

The table below sets forth our cash and cash equivalents, capitalization and indebtedness as of June 30, 2023, to which no significant updates have occurred through the date of this filing. This table should be read in conjunction with "*Item 5. Operating and Financial Review and Prospects*," and the unaudited condensed consolidated interim financial statements and the related notes thereto, which appear elsewhere in this registration statement.

(in thousands)			
Total debt			**$ 1,555,208**
Shareholders' equity:			
Ordinary shares, nominal value £0.01 per share: as adjusted	shares, actual;	shares,	
Share capital			13,056
Share premium account			1,208,192
Treasury reserve			(92,811)
Share based payment and other reserves			9,620
Retained earnings (accumulated deficit)			(590,109)
Non-controlling interest			13,050
Total shareholders' equity			**560,998**
Total capitalization			**$ 2,116,206**

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

You should carefully consider the risks described below, together with all of the other information in this registration statement on Form 20-F. The risks and uncertainties below are not the only ones we face. Additional risks and uncertainties not presently known to us or that we believe to be immaterial may also adversely affect our business. If any of the following risks occur, our business, financial condition, and results of operations could be seriously harmed and you could lose all or part of your investment. This registration statement also contains forward-looking statements that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including the risks described below and elsewhere in this registration statement.

Summary of Risk Factors

We are subject to a variety of risks and uncertainties which could have a material adverse effect on our business, financial condition, and results of operations. The summary below is not exhaustive and is qualified by reference to the full set of risk factors set forth in this "Risk Factors" section.

- Volatility and future decreases in natural gas, NGLs and oil prices could materially and adversely affect our business, results of operations, financial condition, cash flows or prospects.
- We face production risks and hazards that may affect our ability to produce natural gas, NGLs and oil at expected levels, quality and costs that may result in additional liabilities to us.
- The levels of our natural gas and oil reserves and resources, their quality and production volumes may be lower than estimated or expected.

- The present value of future net cash flows from our reserves, or PV-10, will not necessarily be the same as the current market value of our estimated natural gas, NGL and oil reserves.
- We may face unanticipated increased or incremental costs in connection with decommissioning obligations such as plugging.
- We may not be able to keep pace with technological developments in our industry or be able to implement them effectively.
- The COVID-19 pandemic (or another pandemic or epidemic) may have an adverse effect on our business, results of operations, financial condition, cash flows or prospects.
- Deterioration in the economic conditions in any of the industries in which our customers operate, a domestic or worldwide financial downturn, or negative credit market conditions could have a material adverse effect on our liquidity, results of operations, business and financial condition that we cannot predict.
- Our operations are subject to a series of risks relating to climate change.
- We rely on third-party infrastructure such as TC Energy (formerly TransCanada), Enbridge, CNX, Dominion Energy Transmission, Enlink, Williams and MarkWest (defined herein) that we do not control and/ or, in each case, are subject to tariff charges that we do not control.
- Failure by us, our contractors or our primary offtakers to obtain access to necessary equipment and transportation systems could materially and adversely affect our business, results of operations, financial condition, cash flows or prospects.
- A proportion of our equipment has substantial prior use and significant expenditure may be required to maintain operability and operations integrity.
- We depend on our directors, key members of management, independent experts, technical and operational service providers and on our ability to retain and hire such persons to effectively manage our growing business.
- We may face unanticipated water and other waste disposal costs.
- We may incur significant costs and liabilities resulting from performance of pipeline integrity programs and related repairs.
- Inflation may adversely affect us by increasing costs beyond what we can recover through price increases and limit our ability to enter into future debt financing.
- There are risks inherent in our acquisitions of natural gas and oil assets.
- We may not have good title to all our assets and licenses.
- Restrictions in our existing and future debt agreements could limit our growth and our ability to engage in certain activities.
- The securitizations of our limited purpose, bankruptcy-remote, wholly owned subsidiaries may expose us to financing and other risks, and there can be no assurance that we will be able to access the securitization market in the future, which may require us to seek more costly financing.
- We are subject to regulation and liability under environmental, health and safety regulations, the violation of which may affect our financial condition and operations.
- Our operations are dependent on our compliance with obligations under permits, licenses, contracts and field development plans.
- Our operations are subject to the risk of litigation.
- The price of our ordinary shares may be volatile and may fluctuate due to factors beyond our control.
- The dual listing of our ordinary shares may adversely affect the liquidity and value of our ordinary shares.

- Failure to comply with requirements to design, implement and maintain effective internal control over financial reporting could have a material adverse effect on our business.
- We are subject to certain tax risks, including changes in tax legislation in the United Kingdom and the United States.

Risks Related to Our Business, Operations and Industry

Volatility and future decreases in natural gas, NGLs and oil prices could materially and adversely affect our business, results of operations, financial condition, cash flows or prospects.

Our business, results of operations, financial condition, cash flows or prospects depend substantially upon prevailing natural gas, NGL and oil prices, which may be adversely impacted by unfavorable global, regional and national macroeconomic conditions, including but not limited to instability related to the military conflict in Ukraine and the COVID-19 pandemic. Natural gas, NGLs and oil are commodities for which prices are determined based on global and regional demand, supply and other factors, all of which are beyond our control.

Historically, prices for natural gas, NGLs and oil have fluctuated widely for many reasons, including:

- global and regional supply and demand, and expectations regarding future supply and demand, for gas and oil products;
- global and regional economic conditions;
- evolution of stocks of oil and related products;
- increased production due to new extraction developments and improved extraction and production methods;
- geopolitical uncertainty;
- threats or acts of terrorism, war or threat of war, which may affect supply, transportation or demand;
- weather conditions, natural disasters, climate change and environmental incidents;
- access to pipelines, storage platforms, shipping vessels and other means of transporting, storing and refining gas and oil, including without limitation, changes in availability of, and access to, pipeline ullage;
- prices and availability of alternative fuels;
- prices and availability of new technologies affecting energy consumption;
- increasing competition from alternative energy sources;
- the ability of OPEC and other oil-producing nations, to set and maintain specified levels of production and prices;
- political, economic and military developments in gas and oil producing regions generally;
- governmental regulations and actions, including the imposition of export restrictions and taxes and environmental requirements and restrictions as well as anti-hydrocarbon production policies;
- trading activities by market participants and others either seeking to secure access to natural gas, NGLs and oil or to hedge against commercial risks, or as part of an investment portfolio; and
- market uncertainty, including fluctuations in currency exchange rates, and speculative activities by those who buy and sell natural gas, NGLs and oil on the world markets.

It is impossible to accurately predict future gas, NGL and oil price movements. Historically, natural gas prices have been highly volatile and subject to large fluctuations in response to relatively minor changes in the demand for natural gas. According to the U.S. Energy Information Administration, the historical high and low Henry Hub natural gas spot prices per MMBtu for the following periods were as follows: in 2020, high

of $3.14 and low of $1.33; in 2021, high of $23.86 and low of $2.43; in 2022, high of $9.85 and low of $3.46, and for the six months ended June 30, 2023, high of $3.78 and low of $1.74 — highlighting the volatile nature of commodity prices.

The economics of producing from some wells and assets may also result in a reduction in the volumes of our reserves which can be produced commercially, resulting in decreases to our reported reserves. Additionally, further reductions in commodity prices may result in a reduction in the volumes of our reserves. We might also elect not to continue production from certain wells at lower prices, or our license partners may not want to continue production regardless of our position.

Each of these factors could result in a material decrease in the value of our reserves, which could lead to a reduction in our natural gas, NGLs and oil development activities and acquisition of additional reserves. In addition, certain development projects or potential future acquisitions could become unprofitable as a result of a decline in price and could result in us postponing or canceling a planned project or potential acquisition, or if it is not possible to cancel, to carry out the project or acquisition with negative economic impacts. Further, a reduction in natural gas, NGL or oil prices may lead our producing fields to be shut down and to be entered into the decommissioning phase earlier than estimated.

Our revenues, cash flows, operating results, profitability, dividends, future rate of growth and the carrying value of our gas and oil properties depend heavily on the prices we receive for natural gas, NGLs and oil sales. Commodity prices also affect our cash flows available for capital investments and other items, including the amount and value of our gas and oil reserves. In addition, we may face gas and oil property impairments if prices fall significantly. In light of the continuing increase in supply coming from the Utica and Marcellus shale plays of the Appalachian Basin, no assurance can be given that commodity prices will remain at levels which enable us to do business profitably or at levels that make it economically viable to produce from certain wells and any material decline in such prices could result in a reduction of our net production volumes and revenue and a decrease in the valuation of our production properties, which could negatively impact our business, results of operations, financial condition, cash flows or prospects.

We conduct our business in a highly competitive industry.

The gas and oil industry is highly competitive. The key areas in which we face competition include:

- engagement of third-party service providers whose capacity to provide key services may be limited;
- acquisition of other companies that may already own licenses or existing producing assets;
- acquisition of assets offered for sale by other companies;
- access to capital (debt and equity) for financing and operational purposes;
- purchasing, leasing, hiring, chartering or other procuring of equipment that may be scarce; and
- employment of qualified and experienced skilled management and gas and oil professionals and field operations personnel.

Competition in our markets is intense and depends, among other things, on the number of competitors in the market, their financial resources, their degree of geological, geophysical, engineering and management expertise and capabilities, their degree of vertical integration and pricing policies, their ability to develop properties on time and on budget, their ability to select, acquire and develop reserves and their ability to foster and maintain relationships with the relevant authorities. The cost to attract and retain qualified and experienced personnel has increased and may increase substantially in the future.

Our competitors also include those entities with greater technical, physical and financial resources than us. Finally, companies and certain private equity firms not previously investing in gas and oil may choose to acquire reserves to establish a firm supply or simply as an investment. Any such companies will also increase market competition which may directly affect us.

The effects of operating in a competitive industry may include:

- higher than anticipated prices for the acquisition of licenses or assets;

- the hiring by competitors of key management or other personnel; and
- restrictions on the availability of equipment or services.

If we are unsuccessful in competing against other companies, our business, results of operations, financial condition, cash flows or prospects could be materially adversely affected.

We may experience delays in production, marketing and transportation.

Various production, marketing and transportation conditions may cause delays in natural gas, NGLs and oil production and adversely affect our business. For example, the gas gathering systems that we own connect to other pipelines or facilities which are owned and operated by third parties. These pipelines and other midstream facilities and others upon which we rely may become unavailable because of testing, turnarounds, line repair, reduced operating pressure, lack of operating capacity, regulatory requirements, curtailments of receipt or deliveries due to insufficient capacity or because of damage. In periods where NGL prices are high, we benefit greatly from the ability to process NGLs. Our largest processor of NGLs is the MarkWest Energy Partners, L.P., ("MarkWest") plant located in Langley, Kentucky. If we were to lose the ability to process NGLs at MarkWest's plant during a period of high pricing, our revenues would be negatively impacted. As a short-term measure, we could divert the natural gas through other pipeline routes; however, certain pipeline operators would eventually decline to transport the gas due to its liquid content at a level that would exceed tariff specifications for those pipelines. The lack of available capacity on third-party systems and facilities could reduce the price offered for our production or result in the shut-in of producing wells. Any significant changes affecting these infrastructure systems and facilities, as well as any delays in constructing new infrastructure systems and facilities, could delay our production, which could negatively impact our business, results of operations, financial condition, cash flows or prospects.

We face production risks and hazards that may affect our ability to produce natural gas, NGLs and oil at expected levels, quality and costs that may result in additional liabilities to us.

Our natural gas and oil production operations are subject to numerous risks common to our industry, including, but not limited to, premature decline of reservoirs, incorrect production estimates, invasion of water into producing formations, geological uncertainties such as unusual or unexpected rock formations and abnormal geological pressures, low permeability of reservoirs, contamination of natural gas and oil, blowouts, oil and other chemical spills, explosions, fires, equipment damage or failure, challenges relating to transportation, pipeline infrastructure, natural disasters, uncontrollable flows of oil, natural gas or well fluids, adverse weather conditions, shortages of skilled labor, delays in obtaining regulatory approvals or consents, pollution and other environmental risks.

If any of the above events occur, environmental damage, including biodiversity loss or habitat destruction, injury to persons or property and other species and organisms, loss of life, failure to produce natural gas, NGLs and oil in commercial quantities or an inability to fully produce discovered reserves could result. These events could also cause substantial damage to our property or the property of others and our reputation and put at risk some or all of our interests in licenses, which enable us to produce, and could result in the incurrence of fines or penalties, criminal sanctions potentially being enforced against us and our management, as well as other governmental and third-party claims. Consequent production delays and declines from normal field operating conditions and other adverse actions taken by third parties may result in revenue and cash flow levels being adversely affected.

Moreover, should any of these risks materialize, we could incur legal defense costs, remedial costs and substantial losses, including those due to injury or loss of life, human health risks, severe damage to or destruction of property, natural resources and equipment, environmental damage, unplanned production outages, clean-up responsibilities, regulatory investigations and penalties, increased public interest in our operational performance and suspension of operations, which could negatively impact our business, results of operations, financial condition, cash flows or prospects.

The levels of our natural gas and oil reserves and resources, their quality and production volumes may be lower than estimated or expected.

The reserves data as of December 31, 2022, 2021 and 2020 contained in this registration statement have been audited by Netherland, Sewell & Associates, Inc. ("NSAI") unless stated otherwise. The standards

utilized to prepare the reserves information that has been extracted in this document may be different from the standards of reporting adopted in other jurisdictions. Investors, therefore, should not assume that the data found in the reserves information set forth in this registration statement is directly comparable to similar information that has been prepared in accordance with the reserve reporting standards of other jurisdictions, such as the United Kingdom.

In general, estimates of economically recoverable natural gas, NGLs and oil reserves are based on a number of factors and assumptions made as of the date on which the reserves estimates were determined, such as geological, geophysical and engineering estimates (which have inherent uncertainties), historical production from the properties or analogous reserves, the assumed effects of regulation by governmental agencies and estimates of future commodity prices, operating costs, gathering and transportation costs and production related taxes, all of which may vary considerably from actual results.

Underground accumulations of hydrocarbons cannot be measured in an exact manner and estimates thereof are a subjective process aimed at understanding the statistical probabilities of recovery. Estimates of the quantity of economically recoverable natural gas and oil reserves, rates of production and, where applicable, the timing of development expenditures depend upon several variables and assumptions, including the following:

- production history compared with production from other comparable producing areas;
- quality and quantity of available data;
- interpretation of the available geological and geophysical data;
- effects of regulations adopted by governmental agencies;
- future percentages of sales;
- future natural gas, NGLs and oil prices;
- capital investments;
- effectiveness of the applied technologies and equipment;
- effectiveness of our field operations employees to extract the reserves;
- natural events or the negative impacts of natural disasters;
- future operating costs, tax on the extraction of commercial minerals, development costs and workover and remedial costs; and
- the judgment of the persons preparing the estimate.

As all reserve estimates are subjective, each of the following items may differ materially from those assumed in estimating reserves:

- the quantities and qualities that are ultimately recovered;
- the timing of the recovery of natural gas and oil reserves;
- the production and operating costs incurred;
- the amount and timing of development expenditures, to the extent applicable;
- future hydrocarbon sales prices; and
- decommissioning costs and changes to regulatory requirements for decommissioning.

Many of the factors in respect of which assumptions are made when estimating reserves are beyond our control and therefore these estimates may prove to be incorrect over time. Evaluations of reserves necessarily involve multiple uncertainties. The accuracy of any reserves evaluation depends on the quality of available information and natural gas, NGLs and oil engineering and geological interpretation. Furthermore, less historical well production data is available for unconventional wells because they have only become technologically viable in the past twenty years and the long-term production data is not always sufficient to determine terminal decline rates. In comparison, some conventional wells in our portfolio have been

productive for a much longer time. As a result, there is a risk that estimates of our shale reserves are not as reliable as estimates of the conventional well reserves that have a longer historical profile to draw on. Interpretation, testing and production after the date of the estimates may require substantial upward or downward revisions in our reserves and resources data. Moreover, different reserve engineers may make different estimates of reserves and cash flows based on the same available data. Actual production, revenues and expenditures with respect to reserves will vary from estimates and the variances may be material.

If the assumptions upon which the estimates of our natural gas and oil reserves prove to be incorrect or if the actual reserves available to us (or the operator of an asset in we have an interest) are otherwise less than the current estimates or of lesser quality than expected, we may be unable to recover and produce the estimated levels or quality of natural gas, NGLs or oil set out in this document and this may materially and adversely affect our business, results of operations, financial condition, cash flows or prospects.

The PV-10, will not necessarily be the same as the current market value of our estimated natural gas, NGL and oil reserves.

You should not assume that the present value of future net cash flows from our reserves is the current market value of our estimated natural gas, NGL and oil reserves. Actual future net cash flows from our natural gas and oil properties will be affected by factors such as:

- actual prices we receive for natural gas, NGL and oil;
- actual cost of development and production expenditures;
- the amount and timing of actual production;
- transportation and processing; and
- changes in governmental regulations or taxation.

The timing of both our production and our incurrence of expenses in connection with the development and production of our natural gas and oil properties will affect the timing and amount of actual future net cash flows from reserves, and thus their actual present value. In addition, the 10% discount factor we use when calculating discounted future net cash flows may not be the most appropriate discount factor based on interest rates in effect from time to time and risks associated with us or the natural gas and oil industry in general. Actual future prices and costs may differ materially from those used in the present value estimate. See the subsection titled “Presentation of Financial Information — Use of Non-IFRS Measures” for additional information regarding our use of PV-10.

We may face unanticipated increased or incremental costs in connection with decommissioning obligations such as plugging.

In the future, we may become responsible for costs associated with abandoning and reclaiming wells, facilities and pipelines which we use for the processing of natural gas and oil reserves. With regards to plugging, we are party to agreements with regulators in the states of Ohio, West Virginia, Kentucky and Pennsylvania, four of our largest wellbore states, setting forth plugging and abandonment schedules spanning a period ranging from 10 to 15 years. We will incur such decommissioning costs at the end of the operating life of some of our properties. The ultimate decommissioning costs are uncertain and cost estimates can vary in response to many factors including changes to relevant legal requirements, the emergence of new restoration techniques, the shortage of plugging vendors, difficult terrain or weather conditions or experience at other production sites. The expected timing and amount of expenditure can also change, for example, in response to changes in reserves, wells losing commercial viability sooner than forecasted or changes in laws and regulations or their interpretation. As a result, there could be significant adjustments to the provisions established which would affect future financial results. The use of other funds to satisfy such decommissioning costs may impair our ability to focus capital investment in other areas of our business, which could materially and adversely affect our business, results of operations, financial condition, cash flows or prospects.

We may not be able to keep pace with technological developments in our industry or be able to implement them effectively.

The natural gas and oil industry is characterized by rapid and significant technological advancements and introductions of new products and services using new technologies, such as emissions controls and

processing technologies. Rapid technological advancements in information technology and operational technology domains require seamless integration. Failure to integrate these technologies efficiently may result in operational inefficiencies, security vulnerabilities, and increased costs. During mergers and acquisitions, integrating technology assets from acquired companies can be complex. Poor integration may lead to data inconsistencies, security gaps and operational disruptions. Technology systems are also susceptible to cybersecurity threats, including malware, data breaches, and ransomware attacks. These threats may disrupt operations, compromise sensitive data and lead to significant financial losses. Further, inefficient data management practices may result in data breaches, data loss and missed opportunities for operational insights. The presence of legacy technology systems can also pose challenges, as they may lack modern security features, making them vulnerable to cyber threats and necessitating costly upgrades. As others use or develop new technologies, we may be placed at a competitive disadvantage or may be forced by competitive pressures to implement those new technologies at substantial costs. In addition, other natural gas and oil companies may have greater financial, technical and personnel resources that allow them to enjoy technological advantages, which may in the future allow them to implement new technologies before we can. Additionally, reliance on global supply chains for information technology hardware, software and operational technology equipment exposes the industry to supply chain disruptions, shortages and cybersecurity risks.

A lowering or withdrawal of the ratings, outlook or watch assigned to us or our debt by rating agencies may increase our future borrowing costs and reduce our access to capital.

The rating, outlook or watch assigned to us or our debt could be lowered or withdrawn entirely by a rating agency if, in that rating agency's judgment, current or future circumstances relating to the basis of the rating, outlook, or watch such as adverse changes to our business, so warrant. Our credit ratings may also change as a result of the differing methodologies or changes in the methodologies used by the rating agencies. Any future lowering of our debt's ratings, outlook or watch likely would make it more difficult or more expensive for us to obtain additional debt financing.

It is also possible that such ratings may be lowered in connection with this listing or in connection with future events, such as future acquisitions. Holders of our ordinary shares will have no recourse against us or any other parties in the event of a change in or suspension or withdrawal of such ratings. Any lowering, suspension or withdrawal of such ratings may have an adverse effect on the market price or marketability of our ordinary shares.

If we do not have access to capital on favorable terms, on the timeline we require, or at all, our financial condition and results of operations could be materially adversely affected.

We require capital to complete acquisitions that we believe will enhance shareholder return. Significant volatility or disruption in the global financial markets may result in us not being able to obtain additional financing on favorable terms, on the timeline we anticipate, or at all, and we may not be able to refinance, if necessary, any outstanding debt when due, all of which could have a material adverse effect on our financial condition. Any inability to obtain additional funding on favorable terms, on the timeline we anticipate, or at all, may prevent us from acquiring new assets, cause us to curtail our operations significantly, reduce planned capital expenditures or obtain funds through arrangements that management does not currently anticipate, including disposing of our assets, the occurrence of any of which may significantly impair our ability to deliver shareholder returns. If our operating results falter, our cash flow or capital resources prove inadequate, or if interest rates increase significantly, we could face liquidity problems that could materially and adversely affect our results of operations and financial condition.

The COVID-19 pandemic (or another pandemic or epidemic) may have an adverse effect on our business, results of operations, financial condition, cash flows or prospects.

The COVID-19 pandemic has brought considerable change and is expected to continue to bring considerable change to the risk landscape, increasing the impact of many of our principal risks and creating uncertainty in how the future risk landscape will unfold. For example, the impact of the COVID-19 pandemic on commodity pricing in the second quarter of 2020 led to a sharp decline in production of oil from shale players, consequently impacting the production of associated natural gas. We continue to monitor

the evolving COVID-19 pandemic and although our operations have not incurred any significant disruption related to COVID-19, the situation is uncertain and could change in the future.

The extent of the impact of the pandemic on our business, results of operations, financial condition, cash flows or prospects will depend largely on future developments, including operational shutdowns due to the unavailability of qualified personnel, third party utilities or spare parts required to safely maintain operations due to outbreaks of COVID-19 or any future pandemics or epidemics, delayed execution of projects or increased project costs due to governmental restrictions and measures put in place to safeguard employees and contractors, such as reducing personnel and deferring discretionary activities at our assets, which may cause delays in expected future cash flows, all of which are highly uncertain and cannot be predicted. This situation continues to evolve, and additional impacts may arise due to COVID-19, or another pandemic or epidemic, that we are not aware of currently. Any negative impact could materially and adversely affect our business, results of operations, financial condition, cash flows or prospects.

Deterioration in the economic conditions in any of the industries in which our customers operate, a domestic or worldwide financial downturn, or negative credit market conditions could have a material adverse effect on our liquidity, results of operations, business and financial condition that we cannot predict.

Economic conditions in a number of industries in which our customers operate have experienced substantial deterioration in the past, resulting in reduced demand for natural gas and oil. Renewed or continued weakness in the economic conditions of any of the industries we serve or that are served by our customers, or the increased focus by markets on carbon-neutrality, could adversely affect our business, financial condition, results of operation and liquidity in a number of ways. For example:

- demand for natural gas and electricity in the United States is impacted by industrial production, which if weakened would negatively impact the revenues, margins and profitability of our natural gas business;
- a decrease in international demand for natural gas or NGLs produced in the United States could adversely affect the pricing for such products, which could adversely affect our results of operations and liquidity;
- the tightening of credit or lack of credit availability to our customers could adversely affect our liquidity, as our ability to receive payment for our products sold and delivered depends on the continued creditworthiness of our customers;
- our ability to refinance our Credit Facility may be limited and the terms on which we are able to do so may be less favorable to us depending on the strength of the capital markets or our credit ratings;
- our ability to access the capital markets may be restricted at a time when we would like, or need, to raise capital for our business including for exploration and/or development of our natural gas reserves;
- increased capital markets scrutiny of oil and gas companies may lead to increased costs of capital or lack of credit availability; and
- a decline in our creditworthiness may require us to post letters of credit, cash collateral, or surety bonds to secure certain obligations, all of which would have an adverse effect on our liquidity.

In addition, the COVID-19 pandemic has materially and adversely impacted many businesses, industries and economies. For further detail regarding the risks to our business resulting from COVID-19, see the Risk Factor below titled *"— The COVID-19 pandemic (or another pandemic or epidemic) may have an adverse effect on our business, results of operations, financial condition, cash flows or prospects*."

Our operations are subject to a series of risks relating to climate change.

Continued public concern regarding climate change and potential mitigation through regulation could have a material impact on our business. International agreements, national, regional, state and local legislation, and regulatory measures to limit GHG emissions are currently in place or in various stages of discussion or implementation. For example, the Inflation Reduction Act, which was signed into law in August 2022, includes a "methane fee" that is expected to be imposed beginning with emissions reported for calendar year 2024. In addition, the current U.S. administration has proposed more stringent methane pollution limits

for new and existing gas and oil operations. Given that some of our operations are associated with emissions of GHGs, these and other GHG emissions-related laws, policies and regulations may result in substantial capital, compliance, operating and maintenance costs. The level of expenditure required to comply with these laws and regulations is uncertain and is expected to vary depending on the laws enacted by particular countries, states, provinces and municipalities.

Internationally, the United Nations-sponsored "Paris Agreement" requires member nations to individually determine and submit non-binding emissions reduction targets every five years after 2020. President Biden has recommitted the United States to the Paris Agreement and, in April 2021, announced a goal of reducing the United States' emissions by 50-52% below 2005 levels by 2030. In November 2021, the international community gathered in Glasgow at the 26th Conference of the Parties to the UN Framework Convention on Climate Change, during which multiple announcements were made, including a call for parties to eliminate certain fossil fuel subsidies and pursue further action on non-carbon dioxide GHGs. Relatedly, the United States and European Union jointly announced the launch of the "Global Methane Pledge," which aims to cut global methane pollution at least 30% by 2030 relative to 2020 levels, including "all feasible reductions" in the energy sector. Such commitments were re-affirmed at the 27th Conference of the Parties in Sharm El Sheikh. The emission reduction targets and other provisions of legislative or regulatory initiatives and policies enacted in the future by the United States or states in which we operate, could adversely impact our business by imposing increased costs in the form of higher taxes or increases in the prices of emission allowances, limiting our ability to develop new gas and oil reserves, transport hydrocarbons through pipelines or other methods to market, decreasing the value of our assets, or reducing the demand for hydrocarbons and refined petroleum products. With increased pressure to reduce GHG emissions by replacing fossil fuel energy generation with alternative energy generation, it is possible that peak demand for gas and oil will be reached, and gas and oil prices will be adversely impacted as and when this happens. Further, the consequences of the effects of global climate change, and the continued political and societal attention afforded to mitigating the effects of climate change, may generate adverse investor and stakeholder sentiment towards the hydrocarbon industry and negatively impact the ability to invest in the sector. Similarly, longer term reduction in the demand for hydrocarbon products due to the pace of commercial deployment of alternative energy technologies or due to shifts in consumer preference for lower GHG emissions products could reduce the demand for the hydrocarbons that we produce.

Additionally, the SEC's proposed climate rule published in March 2022, requiring disclosure of a range of climate related risks, is expected to be finalized late-2023. We are currently assessing this rule, and at this time we cannot predict the costs of implementation or any potential adverse impacts resulting from the rule. To the extent this rule is finalized as proposed, we or our customers could incur increased costs related to the assessment and disclosure of climate-related risks. Additionally, enhanced climate disclosure requirements could accelerate the trend of certain stakeholders and lenders restricting or seeking more stringent conditions with respect to their investments in certain carbon intensive sectors.

Further, in response to concerns related to climate change, companies in the fossil fuel sector may be exposed to increasing financial risks. Financial institutions, including investment advisors and certain sovereign wealth, pension and endowment funds, may elect in the future to shift some or all of their investment into non-fossil fuel related sectors. Institutional lenders who provide financing to fossil-fuel energy companies have also become more attentive to sustainable lending practices, and some of them may elect in the future not to provide funding for fossil fuel energy companies. There is also a risk that financial institutions will be required to adopt policies that have the effect of reducing the funding provided to the fossil fuel sector. In 2021, President Biden signed an executive order calling for the development of a "climate finance plan," and, separately, the Federal Reserve announced in 2020 that it has joined the Network for Greening the Financial System, a consortium of financial regulators focused on addressing climate-related risks in the financial sector. A material reduction in the capital available to the fossil fuel industry could make it more difficult to secure funding for exploration, development, production, and transportation activities, which could in turn negatively affect our operations.

The Company may also be subject to activism from environmental non-governmental organizations ("NGOs") campaigning against fossil fuel extraction or negative publicity from media alleging inadequate remedial actions to retire non-producing wells effectively, which could affect our reputation, disrupt our programs, require us to incur significant, unplanned expense to respond or react to intentionally disruptive

campaigns or media reports, create blockades to interfere with operations or otherwise negatively impact our business, results of operations, financial condition, cash flows or prospects. Litigation risks are also increasing as a number of entities have sought to bring suit against various oil and natural gas companies in state or federal court, alleging among other things, that such companies created public nuisances by producing fuels that contributed to climate change or alleging that the companies have been aware of the adverse effects of climate change for some time but defrauded their investors or customers by failing to adequately disclose those impacts.

Finally, our operations are subject to disruption from the physical effects that may be caused or aggravated by climate change. These include risks from extreme weather events, such as hurricanes, severe storms, floods, heat waves, and ambient temperature increases, as well as wildfires, each of which may become more frequent or more severe as a result of climate change.

We rely on third-party infrastructure that we do not control and/or, in each case, are subject to tariff charges that we do not control.

A significant portion of our production passes through third-party owned and controlled infrastructure. If these third-party pipelines or liquids processing facilities experience any event that causes an interruption in operations or a shut-down such as mechanical problems, an explosion, adverse weather conditions, a terrorist attack or labor dispute, our ability to produce or transport natural gas could be severely affected. For example, we have an agreement with a third-party where approximately 51% of the NGLs we sold during the year ending December 31, 2022 were processed at the third-party's facility in Kentucky. Any material decrease in our ability to process or transport our natural gas through third-party infrastructure could have a material adverse effect on our business, results of operations, financial condition, cash flows or prospects.

Our use of third-party infrastructure may be subject to tariff charges. Although we seek to manage our flow via our midstream infrastructure, we may not always be able to avoid higher tariffs or basis blowouts due to the lack of interconnections. In such instances, the tariff charges can be substantial and the cost is not subject to our direct control, although we may have certain contractual or governmental protections and rights. Generally, the operator of the gathering or transmission pipelines sets these tariffs and expenses on a cost sharing basis according to our proportionate hydrocarbon through-put of that facility. A provisional tariff rate is applied during the relevant year and then finalized the following year based on the actual final costs and final through-put volumes. Such tariffs are dependent on continued production from assets owned by third parties and, may be priced at such a level as to lead to production from our assets ceasing to be economic and thus may have a material adverse effect on our business, results of operations, financial condition, cash flows or prospects.

Furthermore, our use of third-party infrastructure exposes us to the possibility that such infrastructure will cease to be operational or be decommissioned and therefore require us to source alternative export routes and/or prevent economic production from our assets. This could also have a material adverse effect on our business, results of operations, financial condition, cash flows or prospects.

Failure by us, our contractors or our primary offtakers to obtain access to necessary equipment and transportation systems could materially and adversely affect our business, results of operations, financial condition, cash flows or prospects.

We rely on our natural gas and oil field suppliers and contractors to provide materials and services that facilitate our production activities, including plugging and abandonment contractors. Any competitive pressures on the oil field suppliers and contractors could result in a material increase of costs for the materials and services required to conduct our business and operations. For example, we are dependent on the availability of plugging vendors to help us satisfy abandonment schedules that we have agreed to with the states of Ohio, West Virginia, Kentucky and Pennsylvania. Such personnel and services can be scarce and may not be readily available at the times and places required. Future cost increases could have a material adverse effect on our asset retirement liability, operating income, cash flows and borrowing capacity and may require a reduction in the carrying value of our properties, our planned level of spending for development and the level of our reserves. Prices for the materials and services we depend on to conduct our business may not be sustained at levels that enable us to operate profitably.

We and our offtakers rely, and any future offtakers will rely, upon the availability of pipeline and storage capacity systems, including such infrastructure systems that are owned and operated by third parties. As a result, we may be unable to access or source alternatives for the infrastructure and systems which we currently use or plan to use, or otherwise be subject to interruptions or delays in the availability of infrastructure and systems necessary for the delivery of our natural gas, NGLs and oil to commercial markets. In addition, such infrastructure may be close to its design life and decisions may be taken to decommission such infrastructure or perform life extension work to maintain continued operations. Any of these events could result in disruptions to our projects and thereby impact our ability to deliver natural gas, NGLs and oil to commercial markets and/or may increase our costs associated with the production of natural gas, NGLs and oil reliant upon such infrastructure and systems. Further, our offtakers could become subject to increased tariffs imposed by government regulators or the third-party operators or owners of the transportation systems available for the transport of our natural gas, NGLs and oil, which could result in decreased offtaker demand and downward pricing pressure.

If we are unable to access infrastructure systems facilitating the delivery of our natural gas, NGLs and oil to commercial markets due to our contractors or primary offtakers being unable to access the necessary equipment or transportation systems, our operations will be adversely affected. If we are unable to source the most efficient and expedient infrastructure systems for our assets then delivery of our natural gas, NGLs and oil to the commercial markets may be negatively impacted, as may our costs associated with the production of natural gas, NGLs and oil reliant upon such infrastructure and systems.

A proportion of our equipment has substantial prior use and significant expenditure may be required to maintain operability and operations integrity.

A part of our business strategy is to optimize or refurbish producing assets where possible to maximize the efficiency of our operations while avoiding significant expenses associated with purchasing new equipment. Our producing assets and midstream infrastructure require ongoing maintenance to ensure continued operational integrity. For example, some older wells may struggle to produce suitable line pressure and will require the addition of compression to push natural gas. Despite our planned operating and capital expenditures, there can be no guarantee that our assets or the assets we use will continue to operate without fault and not suffer material damage in this period through, for example, wear and tear, severe weather conditions, natural disasters or industrial accidents. If our assets, or the assets we use, do not operate at or above expected efficiencies, we may be required to make substantial expenditures beyond the amounts budgeted. Any material damage to these assets or significant capital expenditure on these assets for improvement or maintenance may have a material adverse effect on our business, results of operations, financial condition, cash flows or prospects. In addition, as with planned operating and capital expenditure, there is no guarantee that the amounts expended will ensure continued operation without fault or address the effects of wear and tear, severe weather conditions, natural disasters or industrial accidents. We cannot guarantee that such optimization or refurbishment will be commercially feasible to undertake in the future and we cannot provide assurance that we will not face unexpected costs during the optimization or refurbishment process.

We depend on our directors, key members of management, independent experts, technical and operational service providers and on our ability to retain and hire such persons to effectively manage our growing business.

Our future operating results depend in significant part upon the continued contribution of our directors, key senior management and technical, financial and operations personnel. Management of our growth will require, among other things, stringent control of financial systems and operations, the continued development of our control environment, the ability to attract and retain sufficient numbers of qualified management and other personnel, the continued training of such personnel and the presence of adequate supervision.

In addition, the personal connections and relationships of our directors and key management are important to the conduct of our business. If we were to unexpectedly lose a member of our key management or fail to maintain one of the strategic relationships of our key management team, our business, results of operations, financial condition, cash flows or prospects could be materially adversely affected. In particular, we are highly dependent on our Chief Executive Officer, Robert Russell (“Rusty”) Hutson, Jr. Acquisitions

are a key part of our strategy, and Mr. Hutson has been instrumental in sourcing them and securing their financing. Furthermore, as our founder, Mr. Hutson is strongly associated with our success, and if he were to cease being the Chief Executive Officer, perception of our future prospects may be diminished. We maintain a "key person" life insurance policy on Mr. Hutson, but not any other of our employees. As a result, we are insured against certain losses resulting from the death of Mr. Hutson, but not any of our other employees.

Attracting and retaining additional skilled personnel will be fundamental to the continued growth and operation of our business. We require skilled personnel in the areas of development, operations, engineering, business development, natural gas, NGLs and oil marketing, finance and accounting relating to our projects. Personnel costs, including salaries, are increasing as industry wide demand for suitably qualified personnel increases. We may not successfully attract new personnel and retain existing personnel required to continue to expand our business and to successfully execute and implement our business strategy.

We may face unanticipated water and other waste disposal costs.

We may be subject to regulation that restricts our ability to discharge water produced as part of our natural gas, oil and NGL production operations. Productive zones frequently contain water that must be removed for the natural gas, oil and NGL to produce, and our ability to remove and dispose of sufficient quantities of water from the various zones will determine whether we can produce natural gas, oil and NGL in commercial quantities. The produced water must be transported from the leasehold and/or injected into disposal wells. The availability of disposal wells with sufficient capacity to receive all of the water produced from our wells may affect our ability to produce our wells. Also, the cost to transport and dispose of that water, including the cost of complying with regulations concerning water disposal, may reduce our profitability. We have entered into various water management services agreements in the Appalachian Basin which provide for the disposal of our produced water by established counterparties with large integrated pipeline networks. If these counterparties fail to perform, we may have to shut in wells, reduce drilling activities, or upgrade facilities for water handling or treatment. The costs to dispose of this produced water may increase for a number of reasons, including if new laws and regulations require water to be disposed in a different manner.

In 2016, the EPA adopted effluent limitations for the treatment and discharge of wastewater resulting from onshore unconventional natural gas, oil and NGL extraction facilities to publicly owned treatment works. In addition, the injection of fluids gathered from natural gas, oil and NGL producing operations in underground disposal wells has been identified by some groups and regulators as a potential cause of increased seismic events in certain areas of the country, including the states of West Virginia, Ohio and Kentucky in the Appalachian Basin as well as Oklahoma, Texas and Louisiana in our Central Region. Certain states, including those located in the Appalachian Basin have adopted, or are considering adopting, laws and regulations that may restrict or prohibit oilfield fluid disposal in certain areas or underground disposal wells, and state agencies implementing those requirements may issue orders directing certain wells in areas where seismic events have occurred to restrict or suspend disposal well permits or operations or impose certain conditions related to disposal well construction, monitoring, or operations. Any of these developments could increase our cost to dispose of our produced water.

We may incur significant costs and liabilities resulting from performance of pipeline integrity programs and related repairs.

Pursuant to the authority under the Natural Gas Pipeline Safety Act of 1968 ("NGPSA") and Hazardous Liquid Pipeline Safety Act of 1979 ("HLPSA"), as amended by the Pipeline Safety Improvement Act of 2002 ("PSIA"), the Pipeline Inspection, Protection, Enforcement and Safety Act of 2006 ("PIPESA") and the Pipeline Safety, Regulatory Certainty, and Job Creation Act of 2011 (the "2011 Pipeline Safety Act"), the Pipeline and Hazardous Materials Safety Administration ("PHMSA") has promulgated regulations requiring pipeline operators to develop and implement integrity management programs for certain gas and hazardous liquid pipelines that, in the event of a pipeline leak or rupture could affect high consequence areas ("HCAs"), which are areas where a release could have the most significant adverse consequences, including high-population areas, certain drinking water sources and unusually sensitive ecological areas. These regulations require operators of covered pipelines to:

- perform ongoing assessments of pipeline integrity;

- identify and characterize applicable threats to pipeline segments that could impact HCAs;
- improve data collection, integration and analysis;
- repair and remediate the pipeline as necessary; and
- implement preventive and mitigating actions.

In addition, states have adopted regulations similar to existing PHMSA regulations for certain intrastate gas and hazardous liquid pipelines. At this time, we cannot predict the ultimate cost of compliance with applicable pipeline integrity management regulations, as the cost will vary significantly depending on the number and extent of any repairs found to be necessary as a result of pipeline integrity testing, but the results of these tests could cause us to incur significant and unanticipated capital and operating expenditures for repairs or upgrades deemed necessary to ensure the safe and reliable operation of our pipelines.

The 2011 Pipeline Safety Act amends the NGPSA and HLPSA pipeline safety laws, requiring increased safety measures for gas and hazardous liquids pipelines. Among other things, the 2011 Pipeline Safety Act directs the Secretary of Transportation to promulgate regulations relating to expanded integrity management requirements, automatic or remote-controlled valve use, excess flow valve use, leak detection system installation, testing to confirm the material strength of certain pipelines, and operator verification of records confirming the maximum allowable pressure of certain intrastate gas transmission pipelines. Additionally, pursuant to one of the requirements of the 2011 Pipeline Safety Act, in May 2016, PHMSA proposed rules that would, if adopted, impose more stringent requirements for certain gas lines, extend certain of PHMSA's current regulatory safety programs for gas pipelines beyond HCAs to cover gas pipelines found in newly defined "moderate consequence areas" that contain as few as five dwellings within the potential impact area and require gas pipelines installed before 1970 that were exempted from certain pressure testing obligations to be tested to determine their maximum allowable operating pressures ("MAOP"). Other requirements proposed by PHMSA under the rulemaking include: reporting to PHMSA in the event of certain MAOP exceedances; strengthening PHMSA integrity management requirements; considering seismicity in evaluating threats to a pipeline; conducting hydrostatic testing for all pipeline segments manufactured using longitudinal seam welds; and using more detailed guidance from PHMSA in the selection of assessment methods to inspect pipelines. The proposed rulemaking also seeks to impose a number of requirements on gathering lines. In January 2017, PHMSA finalized new regulations for hazardous liquid pipelines that significantly extend and expand the reach of certain PHMSA integrity management requirements (i.e., periodic assessments, repairs and leak detection), regardless of the pipeline's proximity to an HCA. The final rule also requires all pipelines in or affecting an HCA to be capable of accommodating in-line inspection tools within the next 20 years. In addition, the final rule extends annual and accident reporting requirements to gravity lines and all gathering lines and also imposes inspection requirements on pipelines in areas affected by extreme weather events and natural disasters, such as hurricanes, landslides, floods, earthquakes, or other similar events that are likely to damage infrastructure PHMSA regularly revises its pipeline safety regulations. For example, in June 2016, the President signed the Protecting our Infrastructure of Pipelines and Enhancing Safety Act of 2016 (the "2016 PIPES Act") into law. The 2016 PIPES Act reauthorizes PHMSA through 2019, and facilitates greater pipeline safety by providing PHMSA with emergency order authority, including authority to issue prohibitions and safety measures on owners and operators of gas or hazardous liquid pipeline facilities to address imminent hazards, without prior notice or an opportunity for a hearing, as well as enhanced release reporting requirements, requiring a review of both natural gas and hazardous liquid integrity management programs, and mandating the creation of a working group to consider the development of an information-sharing system related to integrity risk analyses. The 2016 PIPES Act also requires that PHMSA publish periodic updates on the status of those mandates outstanding from the 2011 Pipeline Safety Act PHMSA has recently published three parts of its so-called "Mega Rule," including rules focused on: the safety of gas transmission pipelines, the safety of hazardous liquid pipelines and enhanced emergency order procedures. PHMSA finalized the first part of the rule, which primarily addressed maximum operating pressure and integrity management near HCAs for onshore gas transmission pipelines, in October 2019. PHMSA finalized the second part of the rule, which extended federal safety requirements to onshore gas gathering pipelines with large diameters and high operating pressures, in November 2021. PHMSA published the final of the three components of the Mega Rule in August 2022, which took effect in May 2023. The final rule applies to onshore gas transmission pipelines, and

clarifies integrity management regulations, expands corrosion control requirements, mandates inspection after extreme weather events, and updates existing repair criteria for both HCA and non-HCA pipelines. Finally, PHMSA published a Notice of Proposed Rulemaking regarding more stringent gas pipeline leak detection and repair requirements to reduce natural gas emissions on May 18, 2023.

At this time, we cannot predict the cost of such requirements, but they could be significant. Moreover, federal and state legislative and regulatory initiatives relating to pipeline safety that require the use of new or more stringent safety controls or result in more stringent enforcement of applicable legal requirements could subject us to increased capital costs, operational delays and costs of operation.

Moreover as of January 2023, the maximum civil penalties PHMSA can impose are $257,664 per pipeline safety violation per day, with a maximum of $2,576,627 for a related series of violations. The safety enhancement requirements and other provisions of the 2011 Pipeline Safety Act as well as any implementation of PHMSA regulations thereunder or any issuance or reinterpretation of guidance by PHMSA or any state agencies with respect thereto could require us to install new or modified safety controls, pursue additional capital projects or conduct maintenance programs on an accelerated basis, any or all of which tasks could result in our incurring increased operating costs that could have a material adverse effect on our results of operations or financial position. States are also pursuing regulatory programs intended to safely build pipeline infrastructure. The adoption of new or amended regulations by PHMSA or the states that result in more stringent or costly pipeline integrity management or safety standards could have a significant adverse effect on us and similarly situated midstream operators.

We are currently operating in a period of economic uncertainty and capital markets disruption, which has been significantly impacted by geopolitical instability due to the ongoing military conflict between Russia and Ukraine, and more recently, the Israel-Hamas war. Our business may be adversely affected by any negative impact on the global economy and capital markets resulting from the conflict in Ukraine or any other geopolitical tensions.

U.S. and global markets are experiencing volatility and disruption following the escalation of geopolitical tensions and the start of the military conflict between Russia and Ukraine. In February 2022, a full-scale military invasion of Ukraine by Russian troops was reported. Although the length and impact of the ongoing military conflict is highly unpredictable, the conflict in Ukraine has led, and could continue to lead, to market disruptions, including significant volatility in commodity prices, credit and capital markets, as well as supply chain interruptions.

Additionally, Russia's prior annexation of Crimea, recent recognition of two separatist republics in the Donetsk and Luhansk regions of Ukraine and subsequent military interventions in Ukraine have led to sanctions and other penalties being levied by the United States, European Union and other countries against Russia, Belarus, the Crimea Region of Ukraine, the so-called Donetsk People's Republic, and the so-called Luhansk People's Republic, including agreement to remove certain Russian financial institutions from the Society for Worldwide Interbank Financial Telecommunication ("SWIFT") payment system, expansive bans on imports and exports of products to and from Russia and bans on the exportation of U.S. denominated banknotes to Russia or persons located there. Additional potential sanctions and penalties have also been proposed and/or threatened. Russian military actions and the resulting sanctions could adversely affect the global economy and financial markets and lead to instability and lack of liquidity in capital markets, potentially making it more difficult for us to obtain additional funds.

Additionally, on October 7, 2023, Hamas, a U.S. designated terrorist organization, launched a series of coordinated attacks from the Gaza Strip onto Israel. On October 8, 2023, Israel formally declared war on Hamas, and the armed conflict is ongoing as of the date of this filing. Hostilities between Israel and Hamas could escalate and involve surrounding countries in the Middle East. We are actively monitoring the situation in Ukraine and Israel and assessing their impact on our business. To date we have not experienced any material interruptions in our infrastructure, supplies, technology systems or networks needed to support our operations given our operating areas are exclusively located within the Central Region and the Appalachian Basins of the U.S. We have no way to predict the progress or outcome of the conflicts in Ukraine or Israel or their impacts in Ukraine, Russia, Belarus, Israel or the Gaza Strip as the conflicts, and any resulting government reactions, are rapidly developing and beyond our control. The extent and duration of the military actions, sanctions and resulting market disruptions could be significant and could potentially

have substantial impact on the global economy and our business for an unknown period of time. Any of the aforementioned factors could affect our business, financial condition and results of operations. Any such disruptions may also magnify the impact of other risks described in this registration statement.

Risks Relating to our Financing, Acquisitions, Investment and Indebtedness

Inflation may adversely affect us by increasing costs beyond what we can recover through price increases and limit our ability to enter into future debt financing.

Inflation can adversely affect us by increasing costs of materials, equipment, labor and other services. In addition, inflation is often accompanied by higher interest rates. Continued inflationary pressures could impact our profitability. Though we believe that the rates of inflation in recent years, including the 12 months ended June 30, 2023, have not had a significant impact on our operations, a continued increase in inflation, including inflationary pressure on labor, could result in increases to our operating costs, and we may be unable to pass these costs on to our customers. These inflationary pressures could also adversely impact our ability to procure materials and equipment in a cost-effective manner, which could result in reduced margins and production delays and, as a result, our business, financial condition, results of operations and cash flows could be materially and adversely affected. We continue to undertake actions and implement plans to address these inflationary pressures and protect the requisite access to materials and equipment. With respect to our costs of capital, our ABS Notes (as defined below) are fixed-rate instruments (subject to adjustment pursuant to the sustainability-linked features described under "*Item 5.B Liquidity and Capital Resources*") and as of June 30, 2023 we had $265 million outstanding on our Credit Facility. Nevertheless, inflation may also affect our ability to enter into future debt financing, including refinancing of our Credit Facility or issuing additional SPV-level asset backed securities, as high inflation may result in a relative increase in the cost of debt capital.

We are taking efforts to mitigate inflationary pressures, by working closely with other suppliers and service providers to ensure procurement of materials and equipment in a cost-effective manner. However, these mitigation efforts may not succeed or may be insufficient.

Concerns about global economic growth have had a significant adverse impact on global financial markets and commodity prices. If the economic climate in the United States or abroad deteriorates, worldwide demand for petroleum products could diminish further, which could impact the price at which natural gas, NGLs and oil can be sold, which could affect our results of operations, financial condition, cash flows and prospects.

There are risks inherent in our acquisitions of natural gas and oil assets.

Acquisitions are an essential part of our strategy for protecting and growing cash flow, particularly in relation to the risk that some of our wells may have a higher than anticipated production decline rate. Over the past several years, we have undertaken a number of acquisitions of natural gas and oil assets (and of companies holding such assets), including, but not limited to the acquisition of certain assets of Carbon Energy Corporation (the "Carbon Acquisition"), the acquisition of certain assets and infrastructure of EQT Corporation (the "EQT Acquisition"), the acquisition of certain assets from Triad Hunter, LLC (the "Utica Acquisition"), the acquisition of 51.25% working interest in certain assets and infrastructure from Indigo Minerals LLC (the "Indigo Acquisition"), the acquisition of certain assets and infrastructure from Blackbeard Operating LLC (the "Blackbeard Acquisition"), the acquisition of 51.25% working interest in certain assets, infrastructure, equipment and facilities in conjunction with Oaktree from Tanos Energy Holdings III, LLC (the "Tanos Acquisition"), the acquisition of 51.25% working interest in certain assets, infrastructure, equipment and facilities in conjunction with Oaktree from Tapstone Energy Holdings LLC (the "Tapstone Acquisition"), the acquisition of 52.5% working interest in certain upstream assets and related facilities within the Central Region from a private seller, in conjunction with Oaktree (the "East Texas Assets Acquisition"), the acquisition of certain upstream assets and related infrastructure within the Central Region from Tanos Energy Holdings II LLC (the "Tanos II Acquisition") and the acquisition of certain upstream assets and related gathering infrastructure in the Central Region from ConocoPhillips (the "Conoco Acquisition"). Our ability to complete future acquisitions will depend on us being able to identify suitable acquisition candidates and negotiate favorable terms for their acquisition, in each case,

before any attractive candidates are purchased by other parties such as private equity firms, some of whom have substantially greater financial and other resources than we do. We may face competition for attractive acquisition targets that may also increase the price of the target business. As a result, there is no assurance that we will always be able to source and execute acquisitions in the future at attractive valuations.

Furthermore, to further the Company's growth, we have made further acquisitions outside the Appalachian Basin, a region in which we have developed our operational experience into the Bossier Shale, the Haynesville Shale, the Barnett Shale Play, and the Cotton Valley and Mid-Continent producing areas. Accordingly, an acquisition in a new area in which we lack experience may present unanticipated risks and challenges that were not accounted for or previously experienced. Ordinarily, our due diligence efforts are focused on higher valued and material properties or assets. Even an in-depth review of all properties and records may not reveal all existing or potential problems, nor will such review always permit a buyer to become sufficiently familiar with the properties to fully assess their deficiencies and capabilities. Generally, physical inspections are not performed on every well or facility, and structural or environmental problems are not necessarily observable even when an inspection is undertaken.

There can be no assurance that our prior acquisitions or any other potential acquisition will perform operationally as anticipated or be profitable. We could fail to appropriately value any acquired business and the value of any business, company or property that we acquire or invest in may actually be less than the amount paid for it or its estimated production capacity. We may be required to assume pre-closing liabilities with respect to an acquisition, including known and unknown title, contractual, and environmental and decommissioning liabilities, and may acquire interests in properties on an "as is" basis without recourse to the seller of such interest or the seller may have limited resources to provide post-sale indemnities.

In addition, successful acquisitions of gas and oil assets require an assessment of a number of factors, including estimates of recoverable reserves, the time of recovering reserves, exploration potential, future natural gas, NGLs and oil prices and operating costs. Such assessments are inexact, and we cannot guarantee that we make these assessments with a high degree of accuracy. In connection with assessments, we perform a review of the acquired assets. However, such a review will not reveal all existing or potential problems. Furthermore, review may not permit us to become sufficiently familiar with the assets to fully assess their deficiencies and capabilities.

Integrating operations, technology, systems, management, back office personnel and pre- or post-completion costs for future acquisitions may prove more difficult or expensive than anticipated, thereby rendering the value of any company or assets acquired less than the amount paid. We may also take on unexpected liabilities which are uncapped, have to undertake unanticipated capital expenditures in connection with a new acquisition or provide uncapped liabilities in connection with the purchase and sale of assets, which are customary in such agreements. The integration of acquired businesses or assets requires significant time and effort on the part of our management. Following such integration efforts, prior acquisitions may still not achieve the level of financial or operational performance that was anticipated when they were acquired. In addition, the integration of new acquisitions can be difficult and disrupt our own business because our operational and business culture may differ from the cultures of the acquired businesses, unpopular cost-cutting measures may be required, internal controls may be more difficult to maintain and control over cash flows and expenditures may be difficult to establish. If we encounter any of the foregoing issues in relation to one of our acquisitions this could have a material adverse effect on our business, results of operations, financial condition, cash flows or prospects.

We may be unable to make attractive acquisitions or successfully integrate acquired businesses, and any inability to do so may disrupt our business and hinder our ability to grow.

In the future we may make acquisitions of businesses that complement or expand our current business. However, we may not be able to identify attractive acquisition opportunities. Even if we do identify attractive acquisition opportunities, we may not be able to complete the acquisition or do so on commercially acceptable terms.

The success of any completed acquisition will depend on our ability to integrate effectively the acquired business into our existing operations. The process of integrating acquired businesses may involve unforeseen difficulties and may require a disproportionate amount of our managerial and financial resources.

In addition, possible future acquisitions may be larger and for purchase prices significantly higher than those paid for earlier acquisitions. No assurance can be given that we will be able to identify additional suitable acquisition opportunities, negotiate acceptable terms, obtain financing for acquisitions on acceptable terms or successfully acquire identified targets. Our failure to achieve consolidation savings, to integrate the acquired businesses and assets into our existing operations successfully or to minimize any unforeseen operational difficulties could have a material adverse effect on our financial condition and results of operations.

Our Credit Facility also limits our ability to incur certain indebtedness, which could indirectly limit our ability to engage in acquisitions of businesses.

We may not have good title to all our assets and licenses.

Although we believe that we take due care and conduct due diligence on new acquisitions in a manner that is consistent with industry practice, there can be no assurance that we have good title to all our assets and the rights to develop and produce natural gas and oil from our assets. Such reviews are inherently incomplete and it is generally not feasible to review in depth every individual well or field involved in each acquisition. There can be no assurance that any due diligence carried out by us or by third parties on our behalf in connection with any assets that we acquire will reveal all of the risks associated with those assets, and the assets may be subject to preferential purchase rights, consents and title defects that were not apparent at the time of acquisition. We may acquire interests in properties on an "as is" basis without recourse to the seller of such interest or the seller may have limited resources to provide post-sale indemnities. In addition, changes in law or change in the interpretation of law or political events may arise to defeat or impair our claim to certain properties which we currently own or may acquire which could result in a material adverse effect on our business, results of operations, financial condition, cash flows or prospects.

The issuance of additional ordinary shares in the Company in connection with future acquisitions or other growth opportunities, any share incentive or share option plan or otherwise may dilute all other shareholdings.

We may seek to raise financing to fund future acquisitions and other growth opportunities. We may, for these and other purposes, issue additional equity or convertible equity securities. As a result, existing holders of ordinary shares may suffer dilution in their percentage ownership or the market price of the ordinary shares may be adversely affected.

As of June 30, 2023, we have issued options under our equity incentive plans to employees and executive directors for a total of 4,784,274 new ordinary shares of the Company, all of which are currently outstanding, and have also entered into restricted stock unit agreements and performance stock unit agreements with certain employees, of which 9,361,961 restricted stock units and 16,294,943 performance stock units are outstanding. We may, in the future, issue further options and/or warrants to subscribe for new ordinary shares to certain advisers, employees, directors, senior management and/or consultants of the Company. The exercise of any such options would result in a dilution of the shareholdings of other investors. Additionally, although we currently have no plans for an offering of ordinary shares, it is possible that we may decide to offer additional ordinary shares in the future. Subject to any applicable pre-emption rights, any future issues of ordinary shares by the Company may have a dilutive effect on the holdings of shareholders and could have a material adverse effect on the market price of ordinary shares as a whole.

Restrictions in our existing and future debt agreements could limit our growth and our ability to engage in certain activities.

Our Credit Facility contains a number of significant covenants that may limit our ability to, among other things:

- incur additional indebtedness;
- incur liens;
- sell assets;
- make certain debt payments;
- enter into agreements that restrict or prohibit the payment of dividends;

- limits our subsidiaries' ability to make certain payments with respect to their equity, based on the pro forma effect thereof on certain financial ratios, which would be the source of distributable profits from which we may issue a dividend; and
- conduct hedging activities.

In addition, our Credit Facility requires us to maintain compliance with certain financial covenants.

We may also be prevented from taking advantage of business opportunities that arise because of the limitations from the restrictive covenants under our Credit Facility. These restrictions may limit our ability to obtain future financings to withstand a future downturn in our business or the economy in general, or to otherwise conduct necessary corporate activities.

A breach of any covenant in our Credit Facility will result in a default under the agreement and may result in an event of default under the Credit Facility if such default is not cured during any applicable grace period. An event of default, if not waived, could result in acceleration of the indebtedness outstanding under our Credit Facility and in an event of default with respect to, and an acceleration of, the indebtedness outstanding under any other debt agreements to which we are a party. Any such accelerated indebtedness would become immediately due and payable. If that occurs, we may not be able to make all of the required payments or borrow sufficient funds to refinance such indebtedness. Even if new financing were available at that time, it may not be on terms that are acceptable to us.

Any significant reduction in our borrowing base under our Credit Facility as a result of periodic borrowing base redeterminations or otherwise may negatively impact our ability to fund our operations.

Our Credit Facility limits the amounts we can borrow up to a borrowing base amount, which the lenders, in their sole discretion, unilaterally determine based upon our reserve reports for the applicable period and other data and reports. Such determinations will be made on a regular basis semi-annually (each a "Scheduled Redetermination") and at the option of the lenders with more than 66.6% of the loans and commitments under the Credit Facility, no more than one time in between each Scheduled Redetermination. As of the date hereof, our borrowing base is $425 million.

In the future, we may not be able to access adequate funding under our Credit Facility as a result of a decrease in our borrowing base due to the issuance of new indebtedness, the outcome of a borrowing base redetermination, or an unwillingness or inability on the part of lending counterparties to meet their funding obligations and the inability of other lenders to provide additional funding to cover a defaulting lender's portion. Declines in commodity prices from their current levels could result in a determination to lower the borrowing base and, in such a case, we could be required to repay any indebtedness in excess of the redetermined borrowing base. As a result, we may be unable to make acquisitions or otherwise carry out business plans, which could have a material adverse effect on our business, results of operations, financial condition, cash flows or prospects.

The securitizations of our limited purpose, bankruptcy-remote, wholly owned subsidiaries may expose us to financing and other risks, and there can be no assurance that we will be able to access the securitization market in the future, which may require us to seek more costly financing.

Through limited purpose, bankruptcy-remote, wholly owned subsidiaries ("SPVs"), we have securitized and expect to securitize in the future, certain of our assets to generate financing. In such transactions, we convey a pool of assets to an SPV, that, in turn, issues certain securities or enters into certain debt agreements, such as our Term Loan I. The securities issued by the SPVs and the Term Loan I are each collateralized by a pool of assets. In exchange for the transfer of finance receivables to the SPV, we typically receive the cash proceeds from the sale of the securities or entering into term loans.

Although our SPVs have successfully completed securitizations in connection with the Term Loan I, the ABS I Notes, ABS II Notes, ABS III Notes, ABS IV Notes, ABS V Notes and ABS VI Notes (each as defined herein), there can be no assurance that we, through our SPVs, will be able to complete additional securitizations, particularly if the securitization markets become constrained. In addition, the value of any securities that our limited purpose, bankruptcy-remote, wholly owned subsidiaries retain in our

securitizations, including securities retained to comply with applicable risk retention rules, might be reduced or, in some cases, eliminated as a result of an adverse change in economic conditions or the financial markets. In addition, our Term Loan I, ABS I Notes, ABS II Notes, ABS III Notes, ABS IV Notes, ABS V Notes and ABS VI Notes are subject to customary accelerated amortization events, including events tied to the failure to maintain stated debt service coverage ratios.

If it is not possible or economical for us to securitize our assets in the future, we would need to seek alternative financing to support our operations and to meet our existing debt obligations, which may be less efficient and more expensive than raising capital via securitizations and may have a material adverse effect on our results of operations, financial condition, cash flows and liquidity.

An increase in interest rates would increase the cost of servicing our indebtedness and could reduce our profitability, decrease our liquidity and impact our solvency.

Our Credit Facility provides for, and our future debt agreements may provide for, debt incurred thereunder to bear interest at variable rates. As of June 30, 2023, we had $265 million outstanding on our Credit Facility. Increases in interest rates would increase the cost of servicing indebtedness under our Credit Facility or under future debt agreements subject to interest at variable rates, and materially reduce our profitability, decrease our liquidity and impact our solvency. As of October 31, 2023, we had $313 million outstanding on our Credit Facility.

Our hedging activities could result in financial losses or could reduce our net income.

To achieve more predictable cash flows, we employ a hedging strategy involving opportunistically hedging a majority of our first two years of production as well as hedging a significant percentage of production beyond our first two years of forecasted production. Even so, the remainder of our production that is unhedged is exposed to the continuing and prolonged declines in the prices of natural gas, NGLs and oil. Our results of operations and financial condition would be negatively impacted if the prices of natural gas, NGLs or oil were to remain depressed or decline materially from current levels. To achieve more predictable cash flows and to reduce our exposure to fluctuations in the prices of natural gas, NGLS and oil, we may enter into additional hedging arrangements for a significant portion of our production.

Our derivative contracts may result in substantial gains or losses. For example, we reported an operating loss of $671 million for the year ended December 31, 2022, compared with an operating loss of $467 million for the year ended December 31, 2021. While our earnings are impacted by a variety of factors as described in "*Management's Discussion and Analysis of Financial Condition and Results of Operations*," a key driver of our year over year increase in operating loss was attributable to an increase of $209 million in the mark-to-market valuation adjustment on our derivative financial instrument valuations to $861 million in 2022 from $652 million in 2021. There can be no assurance that we will not realize additional losses due to our hedging activities in the future. In addition, if we enter into any derivative contracts and experience a sustained material interruption in our production, we might be forced to satisfy all or a portion of our hedging obligations without the benefit of the cash flows from our sale of the underlying physical commodity, resulting in a substantial diminution of our liquidity. Our ability to use hedging transactions to protect us from future natural gas, NGL and oil price volatility will be dependent upon natural gas, NGL and oil prices at the time we enter into future hedging transactions and our future levels of hedging and, as a result, our future net cash flows may be more sensitive to commodity price changes. In addition, if commodity prices remain low, we will not be able to replace our hedges or enter into new hedges at favorable prices.

Our price hedging strategy and future hedging transactions will be determined at our discretion, subject to the terms of certain agreements governing our indebtedness. The prices at which we hedge our production in the future will be dependent upon commodity prices at the time we enter into these transactions, which may be substantially higher or lower than current prices. Accordingly, our price hedging strategy may not protect us from significant declines in prices received for our future production. Conversely, our hedging strategy may limit our ability to realize cash flows from commodity price increases. It is also possible that a substantially larger percentage of our future production will not be hedged as compared with the next few years, which would result in our natural gas, NGL and oil revenues becoming more sensitive to commodity price fluctuations.

The failure of our hedge counterparties to meet their obligations to us may adversely affect our financial results.

An attendant risk exists in hedging activities that the counterparty in any derivative transaction cannot or will not perform under the instrument and that we will not realize the benefit of the hedge. Disruptions in the financial markets could lead to sudden decreases in a counterparty's liquidity, which could make them unable to perform under the terms of the derivative contract and we may not be able to realize the benefit of the derivative contract. Any default by the counterparty to these derivative contracts when they become due would have a material adverse effect on our results of operations, financial condition, cash flows and prospects.

We may not be able to enter into commodity derivatives on favorable terms or at all.

To achieve a more predictable cash flow, we employ a hedging strategy involving opportunistically hedging a majority of our first two years of production as well as hedging a significant percentage of production beyond our first two years of forecasted production. If we are unable to maintain sufficient hedging capacity with our counterparties, we could have greater exposure to changes in commodity prices and interest rates, which could have a material adverse impact on our business, results of operations, financial condition, cash flows or prospects.

Risks Relating to Legal, Tax, Environmental and Regulatory Matters

We are subject to regulation and liability under environmental, health and safety regulations, the violation of which may affect our financial condition and operations.

We operate in an industry that has certain inherent hazards and risks, and consequently we are subject to stringent and comprehensive laws and regulations, especially with regard to the protection of health, safety and the environment. For example, we are subject to laws and regulations related to occupational safety and health, hydraulic fracturing activities, air emissions, soil and water quality, the protection of threatened and endangered plant and animal species, biodiversity and ecosystems, and the safety of our assets and employees. Although we believe that we have adequate procedures in place to mitigate operational risks, there can be no assurances that these procedures will be adequate to address every potential health, safety and environmental hazard, and a failure to adequately mitigate risks may result in loss of life, injury, or adverse impacts on the health of employees, contractors and third-parties or the environment. Any failure by us or one of our subcontractors, whether inadvertent or otherwise, to comply with applicable legal or regulatory requirements may give rise to civil, administrative and/or criminal liabilities, civil fines and penalties, delays or restrictions in acquiring or disposing of assets and/or delays in securing or maintaining required permits, licenses and approvals. Further, a lack of regulatory compliance may lead to denial, suspension, or termination of permits, licenses, or approvals that are required to operate our sites or could result in other operational restrictions or obligations. Our health, safety and environmental policies require us to observe local, state and national legal and regulatory requirements and to apply generally accepted industry best practices where legislation or regulation does not exist.

The terms and conditions of licenses, permits, regulatory orders, approvals or permissions may include more stringent operational, environmental and/or health and safety requirements. Obtaining development or production licenses and permits may become more difficult or may be delayed due to federal, regional, state or local governmental constraints, considerations, or requirements on issuing. Furthermore, third-parties such as environmental NGOs may administratively or judicially contest or protest licenses and permits already granted by relevant authorities or applications for the same and operations may be subject to other administrative or judicial challenges.

In addition, under certain environmental laws and regulations, we could be subject to joint and several strict liability for the removal or remediation of previously released materials, pollution, or property contamination regardless of whether we were responsible for the release or contamination or whether the operations were in compliance with all applicable laws at the time those actions were taken. Private parties, including the owners of properties on or adjacent to well sites and facilities where petroleum hydrocarbons or wastes are taken for reclamation or disposal, may also have the right to pursue legal actions as well as to seek damages for non-compliance with environmental laws and regulations or for personal injury or property

damage. In addition, the risk of accidental spills or releases of pollutants or contaminants could expose us to significant liabilities that could have a material adverse effect on our business, financial condition and results of operations.

We incur, and expect to continue to incur, capital and operating costs in an effort to comply with increasingly complex operational health and safety and environmental laws and regulations. New laws and regulations, the imposition of more stringent requirements in permits and licenses, increasingly strict enforcement of, or new interpretations of, existing laws, regulations and permits and licenses, or the discovery of previously unknown contamination or hazards may require further costly expenditures to, for example:

- modify operations, including an increase in plugging and abandonment operations;
- install or upgrade pollution or emissions control equipment;
- perform site clean ups, including the remediation and reclamation of gas and oil sites;
- curtail or cease certain operations;
- provide financial securities, bonds, and/or take out insurance; or
- pay fees or fines or make other payments for pollution, discharges to the environment or other breaches of environmental or health and safety requirements or consent agreements with regulatory agencies.

We cannot predict with any certainty the full impact of any new laws, regulations, or policies on our operations or on the cost or availability of insurance to cover the risks associated with such operations. The costs of such measures and liabilities related to potential operational health and safety or environmental risks associated with the Company may increase, which could materially and adversely affect our business, results of operations, financial condition, cash flows or prospects. In addition, it is not possible to predict what future operational health and safety or environmental laws and regulations will be enacted or how current or future operational, health, safety or environmental laws and regulations will be applied or enforced. We may have to incur significant expenditure for the installation and operation of additional systems and equipment for monitoring and carry out remedial measures in the event that operational health and, safety and environmental regulations become more stringent or costly reform is implemented by regulators. Any such expenditure may have a material adverse effect on our business, results of operations, financial condition, cash flows or prospects. No assurance can be given that compliance with occupational health and safety and environmental laws or regulations in the regions where we operate will not result in a curtailment of production or a material increase in the cost of production or development activities.

Increasing attention to ESG matters may impact our business and financial results.

Increasing attention has been given to corporate activities related to ESG matters in public discourse and the investment community. A number of advocacy groups, both domestically and internationally, have campaigned for governmental and private action to promote change at public companies related to ESG matters, including through the investment and voting practices of investment advisers, public pension funds, activist investors, universities and other members of the investing community. These activities include increasing attention and demands for action related to climate change, advocating for changes to companies' board of directors and promoting the use of alternative forms of energy. These activities may result in demand shifts for oil and natural gas products and additional governmental investigations and private ligation against us. In addition, a failure to comply with evolving investor or customer expectations and standards or if we are perceived to not have responded appropriately to the growing concern for ESG issues, regardless of whether there is a legal requirement to do so, could cause reputational harm to our business, increase our risk of litigation, and could have a material adverse effect on our results of operation.

In addition, organizations that provide information to investors on corporate governance and related matters have developed ratings systems for evaluating companies on their approach to ESG matters. These ratings are used by some investors to inform their investment and voting decisions. Unfavorable ESG ratings may lead to increased negative investor sentiment toward us and our industry and to the diversion of investment to other companies or industries, which could have a negative impact on our stock price and our

access to and costs of capital. Also, institutional lenders may decide not to provide funding for oil and natural gas companies based on climate change related concerns, which could affect our access to capital for potential growth projects.

The current U.S. administration, acting through the executive branch and/or in coordination with Congress, could enact rules and regulations that impose more onerous permitting and other costly environmental, health and safety requirements on our operations.

Governmental, scientific and public concern over the threat of climate change arising from GHG emissions has resulted in increasing political risks in the United States, including climate change-related commitments expressed by some political candidates who are now, or may in the future be, in political office.

While our operations are largely not conducted on federal lands, we may in the future consider acquisitions of natural gas and oil assets located in areas in which the development of such assets would require permits and authorizations to be obtained from or issued by federal agencies. To conduct these operations, we may be required to file applications for permits, seek agency authorizations and comply with various other statutory and regulatory requirements. Further, new oil and gas leasing on public lands has been the subject of recent proposed reforms, including bans in certain areas, raising royalty rates and implementing stricter standards for entities seeking to purchase oil and gas leases. Complying with any of these requirements may adversely affect our ability to conduct operations at the costs and in the time periods anticipated, and may consequently adversely impact our anticipated returns from our operations.

Presidential or congressional actions could adversely affect our operations by restricting the lands available for development and/or access to permits required for such development, or by imposing additional and costly environmental, health and safety requirements. Any such measures or increased costs could have a material adverse effect on our business, results of operations, financial condition, cash flows or prospects.

Our operations are dependent on our compliance with obligations under permits, licenses, contracts and field development plans.

Our operations must be carried out in accordance with the terms of permits, licenses, operating agreements, annual work programs and budgets. Fines, penalties, or enforcement actions may be imposed and a permit or license may be suspended or terminated if a permit or license holder, or party to a related agreement, fails to comply with its obligations under such permit, license or agreement, or fails to make timely payments of levies and taxes for the licensed activity, or fails to provide the required geological information or meet other reporting requirements. It may from time to time be difficult to ascertain whether we have complied with obligations under permits or licenses as the extent of such obligations may be unclear or ambiguous and regulatory authorities in jurisdictions in which we do business, or in which we may do business in the future, may not be forthcoming with confirmatory statements that work obligations have been fulfilled, which can lead to further operational uncertainty.

In addition, we and our commercial partners, as applicable, have obligations to operate assets in accordance with specific requirements under certain licenses and related agreements, field development agreements, laws and regulations. If we or our partners were to fail to satisfy such obligations with respect to a specific field, the license or related agreements for that field may be suspended, revoked or terminated. Although we have in the past acquired and may in the future acquire shale assets, a significant source of our natural gas and crude oil remains conventional wells. In some instances, these conventional wells are located on the same property as unconventional wells that produce shale oil. In these cases, the rights to access the shale layers of the property will typically be conditioned on the ongoing productivity of conventional wells on the property. Furthermore, the shale rights may be owned by a third party, and in such instances, we will enter into a joint use agreement with the third party. This joint use agreement may stipulate that in consideration for permission to operate the conventional wells, we are to use reasonable efforts to maintain production so that the third party retains the shale licenses. If we fail to maintain production in the conventional wells, under the joint use agreement, we may be liable to the third party for replacing the lost land rights. The relevant authorities are typically authorized to, and do from time to time, inspect to verify compliance by us or our commercial partners, as applicable, with relevant laws and the licenses or the agreements pursuant to which we conduct our business. There can be no assurance that the views of the

relevant government agencies regarding the development of the fields that we operate or the compliance with the terms of the licenses pursuant to which we conduct such operations will coincide with our views, which might lead to disagreements that may not be resolved.

The suspension, revocation, withdrawal or termination of any of the permits, licenses or related agreements pursuant to which we may conduct business, as well as any delays in the continuous development of or production at our fields caused by the issues detailed above could materially and adversely affect our business, results of operations, financial condition, cash flows or prospects. In addition, failure to comply with the obligations under the permits, licenses or agreements pursuant to which we conduct business, whether inadvertent or otherwise, may lead to fines, penalties, restrictions, enforcement actions brought by governmental authorities, withdrawal of licenses and termination of related agreements.

We do not insure against certain risks and our insurance coverage may not be adequate for covering losses arising from potential operational hazards and unforeseen interruptions.

We insure our operations in accordance with industry practice and plan to continue to insure the risks we consider appropriate for our needs and circumstances. However, we may elect not to have insurance for certain risks, due to the high premium costs associated with insuring those risks or for various other reasons, including an assessment in some cases that the risks are remote.

Our insurance may not be adequate to cover all losses or liabilities we may suffer. We cannot assure that we will be able to obtain insurance coverage at reasonable rates (or at all), or that any coverage we or the relevant operator obtain, and any proceeds of insurance, will be adequate and available to cover any claims arising. We may become subject to liability for pollution, blow-outs or other hazards against which we have not insured or cannot insure, including those in respect of past activities for which we were not responsible. Any indemnities we may receive from sub-contractors, operators or joint venture partners may be difficult to enforce if such sub-contractors, operators or joint venture partners lack adequate resources.

Operational insurance policies are usually placed in one year contracts and the insurance market can withdraw cover for certain risks due to events occurring in other parts of the industry, thus greatly increasing the costs of risk transfer. For example, in September 2018, a gas pipeline operated by another midstream company exploded in Beaver County, Pennsylvania, a state in which we have operations. The explosion resulted in the destruction of residential property and motor vehicles as well as the evacuation of nearby households. Catastrophic events such as these may cause the insurance costs for our midstream operations to rise, despite us not being involved in the catastrophic event. In the event that insurance coverage is not available or our insurance is insufficient to fully cover any losses, including losses incurred due to lost revenues resulting from third party operations or processing plants, claims and/or liabilities incurred, or indemnities are difficult to enforce, our business and operations, financial results or financial position may be disrupted and adversely affected.

The payment by our insurers of any insurance claims may result in increases in the premiums payable by us for our insurance coverage and could adversely affect our financial performance. In the future, some or all of our insurance coverage may become unavailable or prohibitively expensive.

Our internal systems and website may be subject to intentional and unintentional disruption, and our confidential information may be misappropriated, stolen or misused, which could adversely impact our reputation and future sales.

We have faced, and may in the future continue to face, cyber-attacks and data security breaches. Such cyber-attacks and breaches are designed to penetrate our network security or the security of our internal systems, misappropriate proprietary information and/or cause interruptions to our services, and we expect to continue to face similar threats in the future. We cannot guarantee that we will be able to successfully prevent all attacks in the future. Such future attacks could include hackers obtaining access to our systems, the introduction of malicious computer code or denial of service attacks. If an actual or perceived breach of our network security occurs, it could adversely affect our business or reputation, and may expose us to the loss of information, litigation and possible liability. An actual security breach could also impair our ability to operate our business and provide products and services to our customers. Additionally, malicious attacks, including cyber-attacks, may damage our assets, prevent production at our producing assets and otherwise

significantly affect corporate activities. For example, we utilize electronic monitoring of meters and flow rate devices to monitor pressure build-up in our production wells. If there were a cyber-attack that penetrated our monitoring systems such that they provided false readings, this could result in an unknown pressure build-up, creating a dangerous situation which could end up in an explosion. As techniques used to obtain unauthorized access to or to sabotage systems change frequently and may not be known until launched against us or our third-party service providers, we may be unable to anticipate or implement adequate measures to protect against these attacks and our service providers may likewise be unable to do so. Such an outcome would have a material adverse impact on our business, results of operations, financial condition, cash flows or prospects.

In addition, confidential or financial payment information that we maintain may be subject to misappropriation, theft and deliberate or unintentional misuse by current or former employees, third-party contractors or other parties who have had access to such information. Any such misappropriation and/or misuse of our information could result in the Company, among other things, being in breach of certain data protection requirements and related legislation as well as incurring liability to third parties. We expect that we will need to continue closely monitoring the accessibility and use of confidential information in our business, educate our employees and third-party contractors about the risks and consequences of any misuse of confidential information and, to the extent necessary, pursue legal or other remedies to enforce our policies and deter future misuse. If our confidential information is misappropriated, stolen or misused as a result of a disruption to our website or internal systems this could have a material adverse effect on our business, results of operations, financial condition, cash flows or prospects.

Although we maintain insurance to protect against losses resulting from certain of data protection breaches and cyber-attacks, our coverage for protecting against such risks may not be sufficient.

Our operations are subject to the risk of litigation.

From time to time, we may be subject, directly or indirectly, to litigation arising out of our operations and the regulatory environments in our areas of operations. Historically, categories of litigation that we have faced included actions by royalty owners over payment disputes, personal injury claims and property related claims, including claims over property damage, trespass or nuisance. Although we currently face no material litigation that is reasonably expected to have an adverse material impact for which we are not sufficiently indemnified or insured, damages claimed under such litigation in the future may be material or may be indeterminate, and the outcome of such litigation, if determined adversely to us, could individually or in the aggregate, be reasonably expected to have a material and adverse effect on our business, financial position or results of operations. While we assess the merits of each lawsuit and defend ourselves accordingly, we may be required to incur significant expenses or devote significant resources to defend against such litigation. In addition, the adverse publicity surrounding such claims may have a material adverse effect on our business.

We are subject to certain tax risks.

Any change in our tax status or in taxation legislation in the United Kingdom or the United States could affect our ability to provide returns to shareholders. Statements in this document concerning the taxation of holders of our ordinary shares are based on current law and practice, which is subject to change.

We are subject to income taxes in the United Kingdom and the United States, and there can be no certainty that the current taxation regime in the United Kingdom, the United States or other jurisdictions within which we currently operate or may operate in the future will remain in force or that the current levels of corporation taxation will remain unchanged. For example, the U.S. government has imposed a minimum tax on corporations and proposed and may enact significant changes to the taxation of business entities including, among others, an increase in the U.S. federal income tax rate applicable to corporations, like us, and surtaxes on certain types of income. Certain U.S. localities also maintain a severance tax or impact fee on the removal of oil and natural gas from the ground and such tax rates may be increased or new severance taxes or impact fees may be implemented. In addition, in response to current global events and consumer hardship, the United Kingdom announced on May 26, 2022 a new “Energy Profits Levy” on oil and gas exploration and production companies operating in the United Kingdom and the UK Continental Shelf at a rate of 25% (subsequently increased to 35%). As we do not operate our exploration, production or

extraction activities in the United Kingdom or in the UK Continental Shelf, we do not expect the Energy Profits Levy to impact our headline corporation tax rate in the United Kingdom, however, the taxation of energy companies remains uncertain, particularly in the context of current global events, and the future stability of such tax regimes cannot be guaranteed.

Our domestic and international tax liabilities are subject to the allocation of expenses in differing jurisdictions. Our effective tax rate could be adversely affected by changes in the mix of earnings and losses in taxing jurisdictions with differing statutory tax rates, certain non-deductible expenses, the valuation of deferred tax assets and liabilities and changes in federal, state or international tax laws and accounting principles. Increases in our effective tax rate could materially affect our net financial results. Although we believe that our income tax liabilities are reasonably estimated and accounted for in accordance with applicable laws and principles, an adverse resolution of one or more uncertain tax positions in any period could have a material adverse effect on our business, results of operations, financial condition, cash flows or prospects.

In the past we have been able to offset a large portion of our U.S. federal income tax burden with marginal well tax credits that are available to qualified producers who operate lower-volume wells during a low commodity pricing environment. There can be no assurance that there will be no amendment to the existing taxation laws applicable to us, which may have a material adverse effect on our financial position. Our ability to utilize marginal well tax credits in the United States could be or become subject to limitations (for example, if we are deemed to undergo an "ownership change" for applicable U.S. federal income tax purposes).

The nature and amount of tax that we expect to pay and the reliefs expected to be available to us are each dependent upon several assumptions, any one of which may change and which would, if so changed, affect the nature and amount of tax payable and reliefs available. In particular, the nature and amount of tax payable may be dependent on the availability of relief under tax treaties and is subject to changes to the tax laws or practice in any of the jurisdictions we currently are subject to or may be subject to in the future. Any limitation in the availability of relief under these treaties, any change in the terms of any such treaty or any changes in tax law, interpretation or practice could increase the amount of tax payable by us.

Finally, because we are an entity incorporated in the United Kingdom that is treated as a U.S. corporation for all purposes of U.S. federal income tax law, any changes in U.S. federal income tax law could negatively impact our effective tax rate and cash flows, which could cause our business, results of operations, financial condition, cash flows or prospects to be materially adversely affected.

The taxation of an investment in our ordinary shares depends on the individual circumstances of the holders of our ordinary shares. Holders of our ordinary shares are strongly advised to consult their professional tax advisers.

Tax legislation may be enacted in the future that could negatively impact our current or future tax structure and effective tax rates.

Long-standing international tax initiatives that determine each country's jurisdiction to tax cross-border international trade and profits are evolving as a result of, among other things, initiatives such as the Anti-Tax Avoidance Directives, as well as the Base Erosion and Profit Shifting reporting requirements, mandated and/or recommended by the EU, G8, G20 and Organization for Economic Cooperation and Development, including the imposition of a minimum global effective tax rate for multinational businesses regardless of the jurisdiction of operation and where profits are generated (Pillar Two). As these and other tax laws and related regulations change (including changes in the interpretation, approach and guidance of tax authorities), our financial results could be materially impacted. Given the unpredictability of these possible changes and their potential interdependency, it is difficult to assess whether the overall effect of such potential tax changes would be cumulatively positive or negative for our earnings and cash flow, but such changes could adversely affect our financial results.

Risks Relating to Our Ordinary Shares

Our ordinary shares are subject to market price volatility and the market price may decline disproportionately in response to developments that are unrelated to our operating performance.

The market price of our ordinary shares has been, and may in the future be, volatile and subject to wide fluctuations as a result of a variety of factors including, but not limited to:

- operating results that vary from our financial guidance or the expectations of securities analysts and investors;
- the financial performance of the major end markets that we target;
- the operating and securities price performance of companies that investors consider to be comparable to us;
- announcements of strategic developments, acquisitions and other material events by us or our competitors;
- failure to meet or exceed financial estimates and projections of the investment community or that we provide to the public;
- issuance of new or updated research or reports by securities analysts;
- changes in government regulations;
- financing or other corporate transactions;
- the loss of any of our key personnel;
- sales of our ordinary shares by us, our executive officers and board members or our shareholders in the future;
- price and volume fluctuations in the overall stock market, including as a result of trends in the economy as a whole; and
- other events and factors, many of which are beyond our control.

These and other market and industry factors may cause the market price and demand for our ordinary shares to fluctuate substantially, regardless of our actual operating performance, which may limit or prevent investors from readily selling their ordinary shares and may otherwise negatively affect the liquidity of our ordinary shares. In the past, when the market price of a stock has been volatile, holders of that stock have sometimes instituted securities class action litigation against the issuer. If any of the holders of our ordinary shares were to bring such a lawsuit against us, we could incur substantial costs defending the lawsuit and the attention of our senior management would be diverted from the operation of our business. Any adverse determination in litigation could also subject us to significant liabilities.

Prior to this listing, we had a limited public market in the United States for our ordinary shares, and an active market may not develop in which investors can resell our ordinary shares.

Prior to this listing, there was a limited public market in the United States for our ordinary shares on the OTCQX, although our ordinary shares have traded on the Main Market of the LSE. We cannot predict the extent to which an active market for our ordinary shares in the United States will develop or be sustained or how the development of such a market might affect the market price for our ordinary shares. The initial price of our ordinary shares in the United States will be based on a number of factors, including the trading price of our ordinary shares on the LSE, which may not be indicative of the price at which our ordinary shares will trade following completion of the listing.

The stock markets in general have experienced extreme volatility that has often been unrelated to the operating performance of particular companies. These broad market fluctuations may adversely affect the trading price of our ordinary shares. Securities class action litigation has often been instituted against companies following periods of volatility in the overall market and in the market price of a company's securities. Such litigation, if instituted against us, could result in very substantial costs, divert our management's attention and resources and harm our business, operating results and financial condition.

The dual listing of our ordinary shares following this listing may adversely affect the liquidity and value of our ordinary shares.

Following this listing and after our ordinary shares begin trading on the New York Stock Exchange ("NYSE"), our ordinary shares will continue to be admitted to the premium segment of the Official List of

the Financial Conduct Authority and to trading on the Main Market of the LSE. We cannot predict the effect of this dual listing on the value of our ordinary shares. However, the dual listing of our ordinary shares may dilute the liquidity of these securities in one or both markets and may adversely affect the development of an active trading market for our ordinary shares in the United States.

The requirements of being a U.S. public company, including compliance with the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the requirements of the Sarbanes-Oxley Act, may strain our resources, increase our costs and distract management, and we may be unable to comply with these requirements in a timely or cost-effective manner.

Upon becoming a U.S. public company, we will be required to comply with new laws, regulations and requirements, certain corporate governance provisions of Sarbanes-Oxley Act, related regulations of the SEC and the requirements of the NYSE, with which we were not required to comply as a private company. Complying with these statutes, regulations and requirements will occupy a significant amount of our time and will significantly increase our costs and expenses. We will need to: institute a more comprehensive compliance function to test and conclude on the sufficiency of our internal control over financial reporting; comply with rules promulgated by the NYSE; prepare and distribute periodic public reports; establish new internal policies, such as those relating to insider trading; and involve and retain to a greater degree outside professionals in the above activities. At any time, we may conclude that our internal controls, once tested, are not operating as designed or that the system of internal controls does not address all relevant financial statement risks. In our second annual report on Form 20-F, our independent registered public accounting firm must attest to the effectiveness of our internal control over financial reporting. Our independent registered public accounting firm may issue a report that concludes it does not believe our internal control over financial reporting is effective. Compliance with Sarbanes-Oxley Act requirements may strain our resources, increase our costs and distract management; and we may be unable to comply with these requirements in a timely or cost-effective manner.

As a U.S. public company, we will be subject to significant regulatory oversight and reporting obligations under U.S. federal securities laws and the continuous scrutiny of securities analysts and investors. In addition, most members of our management team have limited experience managing a U.S. public company, interacting with U.S. public company investors, and complying with the increasingly complex laws pertaining to U.S. public companies. Our management team may not successfully or efficiently manage us as a U.S. public company. These new obligations and constituents require significant attention from our management team and could divert our management team's attention away from the day-to-day management of our business, which could adversely affect our business, results of operations and financial condition.

Further, we expect that being a U.S. public company subject to these rules and regulations may make it more difficult and more expensive for us to obtain director and officer liability insurance and we may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. As a result, it may be more difficult for us to attract and retain qualified individuals to serve on our board of directors or as executive officers. We are currently evaluating these rules, and we cannot predict or estimate the amount of additional costs we may incur or the timing of such costs.

We qualify as a foreign private issuer and, as a result, we will not be subject to U.S. proxy rules and will be subject to Exchange Act reporting obligations that, to some extent, are more lenient and less frequent than those of a U.S. domestic public company.

Following this listing, we will report under the Exchange Act as a non-U.S. company with foreign private issuer status. Because we qualify as a foreign private issuer under the Exchange Act, we are exempt from certain provisions of the Exchange Act that are applicable to U.S. domestic public companies, including (i) the sections of the Exchange Act regulating the solicitation of proxies, consents or authorizations in respect of a security registered under the Exchange Act; (ii) the sections of the Exchange Act requiring insiders to file public reports of their stock ownership and trading activities and liability for insiders who profit from trades made in a short period of time; and (iii) the rules under the Exchange Act requiring the filing with the SEC of quarterly reports on Form 10-Q containing unaudited financial and other specified information, or current reports on Form 8-K, upon the occurrence of specified significant events. In addition, foreign private issuers are not required to file their annual report on Form 20-F until 120 days

after the end of each fiscal year, while U.S. domestic issuers that are accelerated filers are required to file their annual report on Form 10-K within 75 days after the end of each fiscal year. Foreign private issuers also are exempt from Regulation Fair Disclosure, aimed at preventing issuers from making selective disclosures of material information. As a result of the above, you may not have the same protections afforded to shareholders of companies that are not foreign private issuers, some investors may find the ordinary shares less attractive, and there may be a less active trading market for the ordinary shares.

As a foreign private issuer, we are permitted to adopt certain home country practices in relation to corporate governance matters that differ significantly from the corporate governance listing standards of the NYSE. These practices may afford less protection to shareholders than they would enjoy if we complied fully with the corporate governance listing standards of the NYSE.

As a foreign private issuer listed on the NYSE, we will be subject to corporate governance listing standards. However, NYSE rules permit a foreign private issuer like us to follow the corporate governance practices of its home country in lieu of certain NYSE corporate governance listing standards, provided that we disclose which requirements that we have not complied with in any year and confirm the UK corporate governance practices we have complied with. Certain corporate governance practices in the United Kingdom, which is our home country, may differ significantly from the NYSE corporate governance listing standards. Although we voluntarily comply with the higher corporate governance standards of the UK Corporate Governance Code, we could include non-independent directors as members of our nomination and remuneration committee, and our independent directors would not necessarily hold regularly scheduled meetings at which only independent directors are present. We may in the future elect to follow home country practices in the United Kingdom with regard to other matters. Therefore, our shareholders may be afforded less protection than they otherwise would have under the NYSE corporate governance listing standards applicable to U.S. domestic issuers. See "*Item 6.Directors, Senior Management and Employees — C. Board Practices*."

We may lose our foreign private issuer status, which would then require us to comply with the Exchange Act's domestic reporting regime and cause us to incur significant legal, accounting and other expenses.

As a foreign private issuer, we are not required to comply with all of the periodic disclosure and current reporting requirements of the Exchange Act applicable to U.S. domestic issuers. To the extent we no longer qualify as a foreign private issuer as of June 30, 2024 (the end of our second fiscal quarter in the fiscal year after this listing), we would be required to comply with all of the periodic disclosure and current reporting requirements of the Exchange Act applicable to U.S. domestic issuers as of July 1, 2024. In order to maintain our current status as a foreign private issuer, either (a) a majority of our ordinary shares must be either directly or indirectly owned of record by non-residents of the United States or (b)(i) a majority of our executive officers or directors cannot be U.S. citizens or residents, (ii) more than 50% of our assets must be located outside the United States and (iii) our business must be administered principally outside the United States. If we lose our status as a foreign private issuer, we would be required to comply with the Exchange Act reporting and other requirements applicable to U.S. domestic issuers, including the requirement to prepare our financial statements in accordance with U.S. generally accepted accounting principles, which are more detailed and extensive than the requirements for foreign private issuers. We may also be required to make changes in our corporate governance practices in accordance with various SEC and NYSE rules. The regulatory and compliance costs to us under U.S. securities laws if we are required to comply with the reporting requirements applicable to a U.S. domestic issuer may be significantly higher than the cost we would incur as a foreign private issuer. As a result, we expect that a loss of foreign private issuer status would increase our legal and financial compliance costs and would make some activities highly time consuming and costly. If we lose foreign private issuer status and are unable to comply with the reporting requirements applicable to a U.S. domestic issuer by the applicable deadlines, we would not be in compliance with applicable SEC rules or the rules of NYSE, which could cause investors could lose confidence in our public reports and could have a material adverse effect on the trading price of our ordinary shares. We also expect that if we were required to comply with the rules and regulations applicable to U.S. domestic issuers, it would make it more difficult and expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. These rules and regulations could also make it more difficult for us to attract and retain qualified members of our board of directors.

Failure to comply with requirements to design, implement and maintain effective internal control over financial reporting could have a material adverse effect on our business.

As a UK public company traded on the Main Market of the LSE, we are not required to evaluate our internal control over financial reporting in a manner that meets the rules and regulations of the SEC.

The process of designing and implementing effective internal control over financial reporting is a continuous effort that requires us to anticipate and react to changes in our business and the economic and regulatory environments and to expend significant resources to maintain internal control over financial reporting that is adequate to satisfy our reporting obligations as a U.S. public company. If we are unable to establish or maintain adequate internal control over financial reporting, it could cause us to fail to meet our reporting obligations on a timely basis, result in material misstatements in our consolidated financial statements and harm our results of operations. In addition, we will be required, pursuant to the rules and regulations of the SEC, to furnish a report by management on the effectiveness of our internal control over financial reporting in the second annual report following the completion of this listing. This assessment will need to include disclosure of any material weaknesses identified by our management in our internal control over financial reporting. Assessing the effectiveness of our internal control over financial reporting will require significant documentation, testing and possible remediation. Testing and maintaining internal control over financial reporting may divert our management's attention from other matters that are important to our business.

We may not be able to conclude on an annual basis that we have effective internal control over financial reporting or our independent registered public accounting firm may not issue an unqualified opinion on the effectiveness of our internal control over financial reporting. If either we are unable to conclude that we have effective internal control over financial reporting or our independent registered public accounting firm is unable to issue an unqualified opinion on the effectiveness of internal control over financial reporting, investors could lose confidence in our reported financial information, which could have a material adverse effect on the trading price of our ordinary shares.

During the preparation of our December 31, 2021 consolidated financial statements, we identified a material weakness in the design of our internal control over financial reporting. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of a company's annual or interim financial statements will not be prevented or detected on a timely basis.

We did not design and maintain an effective control related to the completeness and accuracy of the data provided to specialists used in business combinations. Although this deficiency did not result in a material misstatement to the consolidated financial statements, this deficiency could result in misstatements in our accounting for acquisitions that we account for as business combinations that would result in a material misstatement to the annual or interim consolidated financial statements that would not be prevented or detected.

During 2022, we implemented a remediation plan, primarily consisting of adding control activities to re-validate the completeness and accuracy of the data provided to specialists throughout the business combination business cycle for each acquisition. While we believe our remediation efforts were successful, we are also not required to evaluate our internal control over financial reporting in a manner that meets the rules and regulations of the SEC given our foreign private issuer status as a UK public company. Our independent registered public accounting firm must attest to and report on the effectiveness of our internal control over financial reporting in our second annual report on Form 20-F. No other material weakness in financial reporting has been identified in the years ended 2021 or 2022, or through June 30, 2023.

We will incur increased costs as a result of operating as a public company in the United States, and our management will be required to devote substantial time to new compliance initiatives and corporate governance practices.

As a U.S. public company, we will incur significant legal, accounting and other expenses that we did not incur previously. The Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of NYSE and other applicable securities rules and regulations impose various

requirements on non-U.S. reporting public companies, including the establishment and maintenance of disclosure controls and procedures, internal control over financial reporting and corporate governance practices. Our management and other personnel will need to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations will increase our legal and financial compliance costs and will make some activities more time consuming and costly. For example, we expect that these rules and regulations may increase the cost of our director and officer liability insurance.

However, these rules and regulations are often subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices.

Because we may not pay any cash dividends on our ordinary shares in the future, capital appreciation, if any, may be your sole source of gains and you may never receive a return on your investment.

Under current UK law, a company's accumulated realized profits, so far as not previously utilized by distribution or capitalization, must exceed its accumulated realized losses so far as not previously written off in a reduction or reorganization of capital duly made (on a non-consolidated basis), before dividends can be paid. Therefore, we must have distributable profits before issuing a dividend. Although we historically declared dividends on our ordinary shares, in the future, our board of directors may decide, in its discretion, not to declare and pay dividends based on a number of factors, including our performance and financial condition, cash requirements, future prospects, commodity prices, the performance and dividend yield of our peers, in addition to general economic conditions. Further, the Company's Credit Facility contains a restricted payment covenant that limits its subsidiaries' ability to make certain payments with respect to their equity, based on the pro forma effect thereof on certain financial ratios, which would be the source of distributable profits from which we may issue a dividend. Consequently, any historical declared dividends are in no way a guide to potential future dividends and capital appreciation, if any, on our ordinary shares may be your sole source of gains.

There is no guarantee that we will continue to pay dividends on our ordinary shares in the future.

Our ability and the Board's decision to pay dividends is dependent upon our performance and financial condition, cash requirements, future prospects, commodity prices, the performance and dividend yield of our peers, compliance with the financial covenants and restricted payments covenant in our Credit Facility, profits available for distribution and other factors deemed to be relevant at the time and on the continued health of the markets in which we operate. Further, subsequent to our listing on the NYSE, while our Board's evaluation of our ability or need to pay dividends will primarily remain a question of the foregoing factors, it will also take into account the performance of our ordinary shares, including relative to our peer group. There can be no guarantee that we will continue to pay dividends in the future on our ordinary shares.

The rights of our shareholders may differ from the rights typically offered to shareholders of a U.S. corporation.

We are incorporated under UK law. The rights of holders of ordinary shares are governed by UK law, including the provisions of the UK Companies Act 2006 (the "Companies Act 2006"), and by our Articles of Association. These rights differ in certain respects from the rights of shareholders in typical U.S. corporations. See "*Item 10. Additional Information — B. Memorandum and Articles of Association*" in this registration statement for a description of the principal differences between the provisions of the Companies Act 2006 applicable to us and, for example, the Delaware General Corporation Law relating to shareholders' rights and protections.

Claims of U.S. civil liabilities may not be enforceable against us.

We are incorporated under the laws of the United Kingdom. In addition, certain of our directors and officers reside outside the United States. As a result, it may not be possible for investors to effect service of process within the United States upon such persons or to enforce judgments obtained in U.S. courts against them or us, including judgments predicated upon the civil liability provisions of the U.S. federal securities laws.

The United States and the United Kingdom do not currently have a treaty providing for recognition and enforcement of judgments (other than arbitration awards) in civil and commercial matters. Consequently, a final judgment for payment given by a court in the United States, whether or not predicated solely upon U.S. securities laws, would not automatically be recognized or enforceable in the United Kingdom. In addition, uncertainty exists as to whether UK courts would entertain original actions brought in the UK against us or our directors or senior management predicated upon the securities laws of the United States or any state in the United States. Provided that certain requirements are met, a final and conclusive monetary judgment for a definite sum obtained against us in U.S. courts (that is not a sum payable in respect of taxes or similar charges or in respect of a fine or a penalty), would be treated by the courts of the UK as a cause of action in itself and sued upon as a debt at common law without any retrial of the issue. Whether the relevant requirements are met in respect of a judgment based upon the civil liability provisions of the U.S. securities laws, including whether the award of monetary damages under such laws would constitute a penalty, is an issue for the court making such decision. If a UK court gives judgment for the sum payable under a U.S. judgment, the UK judgment will be enforceable by methods generally available for this purpose. These methods generally permit the UK court discretion to prescribe the manner of enforcement.

As a result, U.S. investors may not be able to enforce against us or our executive officers, board of directors or certain experts named herein who are residents of the United Kingdom or countries other than the United States any judgments obtained in U.S. courts in civil and commercial matters, including judgments under the U.S. federal securities laws.

General Risks

Events of force majeure may limit our ability to operate our business and could adversely affect our operating results.

The weather, unforeseen events, or other events of force majeure in the areas in which we operate could cause disruptions or suspension of our operations. This suspension could result from a direct impact to our properties or result from an indirect impact by a disruption or suspension of the operations of those upon whom we rely for gathering and transportation. If disruption or suspension were to persist for a long period, our results of operations would be materially impacted.

If securities or industry analysts do not publish research, or publish inaccurate or unfavorable research, about our business, the price of our ordinary shares and our trading volume could decline.

The trading market for our ordinary shares will depend in part on the research and reports that securities or industry analysts publish about us or our business. Securities and industry analysts do not currently, and may never, publish research on us. If no or too few securities or industry analysts commence coverage on us, the trading price for our ordinary shares would likely be negatively affected. In the event securities or industry analysts initiate coverage, if one or more of the analysts who cover us downgrade our ordinary shares or publish inaccurate or unfavorable research about our business, the price of our ordinary shares would likely decline. If one or more of these analysts cease coverage of us or fail to publish reports on us regularly, demand for our ordinary shares could decrease, which might cause the price of our ordinary shares and trading volume to decline.

Item 4. Information on the Company.

A. History and Development of the Company

The Company, formerly Diversified Gas & Oil plc, is an independent energy company engaged in the production, marketing and transportation of natural gas as well as oil from its complementary onshore upstream and midstream assets, primarily located within the Appalachian and Central Regions of the United States. Our Appalachia assets consist primarily of producing wells in conventional reservoirs and the Marcellus and Utica shales, within Pennsylvania, Ohio, Virginia, West Virginia, Kentucky, and Tennessee, while our Central Region, located in Oklahoma, Louisiana, and portions of Texas, includes producing wells in multiple producing formations, including the Bossier, Haynesville Shale and Barnett Shale Plays, as well as the Cotton Valley and the Mid-Continent producing areas. We were incorporated in 2014 in the United

Kingdom, and our predecessor business was founded in 2001 by our Chief Executive Officer, Robert Russell ("Rusty") Hutson, Jr., with an initial focus on primarily natural gas and also oil production in West Virginia. In recent years, we have grown rapidly by capitalizing on opportunities to acquire and enhance producing assets and leveraging the operating efficiencies that result from economies of scale. Since 2017, and through June 30, 2023, we have completed 24 acquisitions for a combined purchase price of approximately $2.6 billion. We had average daily production of 852 MMcfepd and 811 MMcfepd for the six months ended June 30, 2023 and for the year ended December 31, 2022, respectively.

We have consistently driven our operations towards sustainability and efficiency throughout our history, but we believe we are also at the forefront of U.S. natural gas and oil producers in our commitment to ESG goals. While the global energy economy is reliant on natural gas as an energy source, we believe it is imperative that natural gas wells and pipelines be operated by responsible owners with a strong commitment to the environment, and we believe our operational track record demonstrates that responsibility and stewardship. Given our operational focus on efficient, environmentally sound natural gas production, we believe we are ideally positioned to help serve current energy demands and play a key role in the clean energy transition.

Recent Developments

We announced on July 17, 2023 the sale of undeveloped acres in Oklahoma, within the Company's Central Region, for net consideration of approximately $16 million.

We announced on September 26, 2023 that we completed the semi-annual borrowing base redetermination of our revolving Credit Facility. The borrowing base under the Credit Facility was increased to $425 million reflective of the addition of certain collateral previously acquired from EQT and certain smaller operators in Appalachia.

Other Information

We were incorporated as a public limited company with the legal name Diversified Gas & Oil plc under the laws of the United Kingdom on July 31, 2014 with the company number 09156132. On May 6, 2021, we changed our company name to Diversified Energy Company plc.

Our registered office is located at 4th Floor Phoenix House, 1 Station Hill, Reading, Berkshire United Kingdom, RG1 1NB. In February 2017, our shares were admitted to trading on the AIM Market of the London Stock Exchange ("AIM") under the ticker "DGOC." In May 2020, our shares were admitted to the premium segment of the Official List of the Financial Conduct Authority and to trading on the Main Market of the LSE. The shares trading on AIM were cancelled concurrent to their admittance on the LSE. With the change in corporate name in 2021, our shares listed on the LSE began trading under the new ticker "DEC."

Our principal executive offices are located at 1600 Corporate Drive, Birmingham, Alabama 35242, and our telephone number at that location is +1 205 408 0909. Our website address is www.div.energy. The information contained on, or that can be accessed from, our website does not form part of this registration statement. We have included our website address solely as an inactive textual reference.

For a description of our principal capital expenditures and divestitures for the three years ended December 31, 2022 and for those currently in progress, see *"Item 5. Operating and Financial Review and Prospects*".

B. Business Overview

Our strategy is primarily to acquire and manage natural gas and oil properties while leveraging our associated midstream assets to maximize cash flows. We seek to improve the performance and operations of our acquired assets through our deployment of rigorous field management programs and/or refreshing infrastructure. Through operational efficiencies, we demonstrate our ability to maximize value by enhancing production while lowering costs and improving well productivity. We adhere to stringent operating standards, with a strong focus on health, safety and the environment to ensure the safety of our employees and the local communities in which we operate. We believe that acting as a careful steward of our assets will

improve revenue and margins through captured natural gas emissions while reducing operating costs, which benefits our profitability. This focus on operational excellence, including the aim of reducing natural gas emissions, also benefits the environment and communities in which we operate.

Our Business Strategy

- Optimization of long-life, low-decline assets to enhance margins and improve cash flow
- Generate consistent shareholder returns through vertical integration, strategic hedging and cost optimization
- Disciplined growth through accretive acquisitions of producing assets
- Maintain a strong balance sheet with ability to opportunistically access capital markets
- Operate assets in a safe, efficient manner with what we believe are industry-leading ESG initiatives

Our Strengths

- Low-risk and low-cost portfolio of assets
- Long-life and low-decline production
- High margin assets benefiting from significant scale and owned midstream and asset retirement infrastructure
- Highly experienced management and operational team
- Track record of successful consolidation and integration of acquired assets

Outlook

Looking forward, we will continue to prudently manage our long-life, low-decline asset portfolio and the consistent cashflows they produce. We plan to maintain our hedging strategy to protect cash flow. We will seek to retain our strategic advantages in purposeful growth through a disciplined acquisition strategy that continues to secure low-cost financing that supports acquisitive growth while maintaining low leverage and ample liquidity. In addition, we intend to remain proactive in our ESG endeavors by seeking to secure future capital allocation for ESG initiatives.

Reserve Data

Summary of Reserves

The following table presents our estimated net proved reserves, Standardized Measure and PV-10 as of December 31, 2022, using SEC pricing. Standardized Measure has been presented inclusive and exclusive of taxes and is based on the proved reserve report as of such date by NSAI, our independent petroleum engineering firm. A copy of the proved reserve report is included as an exhibit to the registration statement of which this registration statement forms a part. See the below subsections titled *"— Preparation of Reserve Estimates*" and *"— Estimation of Proved Reserves*" for a definition of proved reserves and the technologies and economic data used in their estimation.

	December 31, 2022
	SEC Pricing[1]
Proved developed reserves	
Natural gas (MMcf)	4,340,779
NGLs (MBbls)	101,931
Oil (MBbls)	14,830
Total proved developed reserves (MBoe)	**840,224**
Proved undeveloped reserves	
Natural gas (MMcf)	8,832
NGLs (MBbls)	—
Oil (MBbls)	—
Total proved undeveloped reserves (MBoe)	**1,472**
Total proved reserves	
Natural gas (MMcf)	4,349,611
NGLs (MBbls)	101,931
Oil (MBbls)	14,830
Total proved reserves (MBoe)	**841,696**
Prices used	
Natural gas (MMBtu)	$ 6.36
Oil and NGLs (Bbls)	$ 94.14
PV-10 (thousands)	
Pre-tax (Non-GAAP)[2]	$ 8,825,462
PV of Taxes	(2,082,362)
Standardized Measure	**$ 6,743,100**
Percent of estimated total proved reserves that are:	
Natural gas	86.1%
Proved developed	99.8%
Proved undeveloped	0.2%

(1) Our estimated net proved reserves were determined using average first-day-of-the-month prices for the prior 12 months in accordance with SEC guidance. For natural gas volumes, the average Henry Hub spot price of $6.36 per MMBtu as of December 31, 2022 was adjusted for gravity, quality, local conditions, gathering and transportation fees, and distance from market. For NGLs and oil volumes, the average WTI price of $94.14 per Bbl as of December 31, 2022 was similarly adjusted for gravity, quality, local conditions, gathering and transportation fees, and distance from market. All prices are held constant throughout the lives of the properties.

(2) The PV-10 of our proved reserves as of December 31, 2022 was prepared without giving effect to taxes or hedges. PV-10 is a non-GAAP and non-IFRS financial measure and generally differs from Standardized Measure, the most directly comparable GAAP measure, because it does not include the effects of income taxes on future net cash flows. We believe that the presentation of PV-10 is relevant and useful to our investors as supplemental disclosure to the Standardized Measure because it presents the discounted future net cash flows attributable to our reserves prior to taking into account future corporate income taxes and our current tax structure. While the Standardized Measure is free cash dependent on the unique tax situation of each company, PV-10 is based on a pricing methodology and discount factors that are consistent for all companies. Because of this, PV-10 can be used within the industry and by creditors and securities analysts to evaluate estimated net cash flows from proved reserves on a more comparable basis. Investors should be cautioned that neither PV-10 nor the Standardized Measure represents an estimate of the fair market value of our proved reserves.

Proved Reserves

As of December 31, 2022, our estimated proved reserves totaled 842 MMBoe, an increase of 9.1% from the prior year-end with a Standardized Measure of $6.7 billion. Natural gas constituted approximately 86.1% of our total estimated proved reserves and 86.1% of our total estimated proved developed reserves. The following table provides a summary of the changes in our proved reserves for the years ended December 31, 2022, 2021 and 2020.

	Total (MBoe)
Total proved reserves as of December 31, 2019	**535,979**
Extensions and discoveries	—
Revisions to previous estimates	(65,911)
Purchase of reserves in place	108,781
Sales of reserves in place	(547)
Production	(36,538)
Total proved reserves as of December 31, 2020	**541,765**
Extensions and discoveries	—
Revisions to previous estimates	90,251
Purchase of reserves in place	210,086
Sales of reserves in place	(27,340)
Production	(43,257)
Total proved reserves as of December 31, 2021	**771,505**
Extensions and discoveries	2,221
Revisions to previous estimates	63,302
Purchase of reserves in place	55,174
Sales of reserves in place	(1,152)
Production	(49,354)
Total proved reserves as of December 31, 2022	**841,696**

Extensions and Discoveries

In 2022, we elected to participate in select development activities on a non-operated basis generating 2,221 MBoe in reserves.

During 2021, no reserves were added from extension or discovery activities.

During 2020, no reserves were added from extension or discovery activities.

Revisions to Previous Estimates

During 2022, we recorded 63,302 MBoe in revisions to previous estimates. These positive performance revisions were primarily associated with changes in the trailing 12-month average realized Henry Hub spot price, which increased approximately 77% as compared to the December 31, 2021 Henry Hub spot price due to the war between Russia and Ukraine, as well as other geopolitical factors. These factors primarily drove a net upward revision of 64,344 MBoe due to changes in pricing that impacted well economics. These increases were offset by a 1,042 MBoe downward revision for changes in timing.

During 2021, 90,251 MBoe in revisions to previous estimates were primarily associated with changes in the 12-month average realized Henry Hub spot price, which increased approximately 81% as compared to December 31, 2020.

During 2020, 65,911 MBoe in revisions to previous estimates were primarily associated with changes in the 12-month average realized Henry Hub spot price, which decreased approximately 24% as compared to December 31, 2019.

Purchase of Reserves in Place

During 2022, 55,174 MBoe of purchases of reserves in place were associated with the East Texas and ConocoPhillips acquisitions. Refer to Note 5 in the Notes to the Consolidated Financial Statements found elsewhere in this registration statement for additional information about these acquisitions.

During 2021, 210,086 MBoe of purchases of reserves in place were associated with the Indigo, Tanos, Blackbeard and Tapstone acquisitions. Refer to Note 5 in the Notes to the Consolidated Financial Statements found elsewhere in this registration statement for additional information about these acquisitions.

During 2020, 108,781 MBoe of purchases of reserves in place were associated with the Carbon and EQT acquisitions. Refer to Note 5 in the Notes to the Consolidated Financial Statements found elsewhere in this registration statement for additional information about these acquisitions.

Sales of Reserves in Place

During 2022, 1,152 MBoe of sales of reserves in place were primarily associated with the divestitures of non-core assets.

During 2021, 27,340 MBoe of sales of reserves in place were primarily associated with the divestment of assets to Oaktree for their subsequent participation in the Indigo acquisition. Refer to Note 5 in the Notes to the Consolidated Financial Statements for additional information about divestitures.

During 2020, 547 MBoe of sales of reserves in place were primarily associated with the divestitures of non-core assets.

Productive Wells

Productive wells consist of producing wells, wells capable of production and wells awaiting connection to production facilities. Gross wells are the total number of producing wells in which we have an interest, operated and non-operated, and net wells are the sum of our fractional working interest owned in gross wells. The following table summarizes our productive natural gas and oil wells as of December 31, 2022.

	As of December 31, 2022
Total gross productive wells	**77,598**
Natural gas wells	74,690
Oil wells	2,908
Total net productive wells	**62,176**
Natural gas wells	60,847
Oil wells	1,329

	As of December 31, 2022[1]
Total gross in progress wells	**7**
Total net in progress wells	**1**

(1) Comprised of wells in the Appalachian Region.

Exploratory and Development Drilling Activities

Information regarding our drilling and development activities is set forth below:

	Development					
	Productive Wells		Dry Wells		Total	
Year	Gross	Net	Gross	Net	Gross	Net
2022	5	2	—	—	5	2
2021	—	—	—	—	—	—
2020	—	—	—	—	—	—

We drilled no exploratory wells (productive or dry) during the years ended December 31, 2022, 2021 and 2020.

During 2021, we completed the Tapstone Acquisition, which included five wells in the Central Region that were under development by Tapstone as of December 31, 2021. We engaged third parties to complete this development activity, however they remained in progress as of December 31, 2021.

During 2022, we completed the development of the five wells referenced in the preceding paragraph that had been under development as of December 31, 2021. We then elected to participate in seven development opportunities on a non-operating basis in our Appalachian Region. All seven of the Appalachian development wells remained in progress as of December 31, 2022. As of the date of this registration statement, two of the Appalachian development wells have been completed and five remain in progress.

Proved Undeveloped Reserves

We aim to obtain proved developed producing wells through acquisitions in accordance with our growth strategy rather than through development activities. We accordingly contribute limited capital to development activities. From time to time, when acquiring packages of wells, we will acquire certain locations that are in development by the acquiree at the time of the acquisition or could be developed in the future. When economic, we will engage third parties to complete the existing development activities, and such reserves are included below as proved undeveloped reserves. We do not have a development program and, as a result, any additional undrilled locations that we hold cannot be classified as undeveloped reserves in accordance with SEC rules unless a development plan is in place. As of December 31, 2022, we had no such development plans and therefore have not classified these undrilled locations as proved undeveloped reserves.

The following table summarizes the changes in our estimated proved undeveloped reserves during 2020, 2021 and 2022:

	Total (MBoe)
Proved undeveloped reserves as of December 31, 2019	—
Extensions and discoveries	—
Revisions to previous estimates	—
Purchase of reserves in place	—
Sales of reserves in place	—
Converted to proved developed reserves	—
Proved undeveloped reserves as of December 31, 2020	—
Extensions and discoveries	—
Revisions to previous estimates	—
Purchase of reserves in place	**584**
Sales of reserves in place	—
Converted to proved developed reserves	—

	Total (MBoe)
Proved undeveloped reserves as of December 31, 2021	**584**
Extensions and discoveries	1,472
Revisions to previous estimates	—
Purchase of reserves in place	—
Sales of reserves in place	—
Converted to proved developed reserves	(584)
Proved undeveloped reserves as of December 31, 2022	**1,472**

Extensions and Discoveries

During 2022, we elected to participate in select development activities where third parties were engaged to complete the development. Seven of these wells were in progress as of December 31, 2022, generating 1,472 MBoe in proved undeveloped reserves.

During 2021, no reserves were added from extension or discovery activities.

During 2020, no reserves were added from extension or discovery activities.

Purchase of Reserves in Place

There were no purchases of proved undeveloped reserves in place during 2022.

During 2021, the 584 MBoe of purchase of reserves in place were associated with the Tapstone Acquisition and related to five wells that were under development as of December 31, 2021. We engaged third parties to complete this development activity and during 2022 these were converted to proved developed reserves. Refer to Note 5 in the Notes to the Consolidated Financial Statements for additional information about acquisitions.

During 2020, there were no purchases of proved undeveloped reserves in place.

Converted to Proved Developed Reserves

During 2022, we completed the development of the five wells referenced in the preceding paragraph that were under development as of December 31, 2021, thereby converting those wells to proved developed reserves. Total capital expenditures in connection with converting those wells to proved developed reserves were approximately $20 million.

During 2021, no reserves were converted to proved developed reserves.

During 2020, no reserves were converted to proved developed reserves.

Developed and Undeveloped Acreage

The following table sets forth certain information regarding the total developed and undeveloped acreage in which we owned an interest as of December 31, 2022. Developed acres are acres spaced or assigned to productive wells and does not include undrilled acreage held by production under the terms of the lease. Undeveloped acres are acres on which wells have not been drilled or completed to a point that would permit the production of commercial quantities of oil or natural gas, regardless of whether such acreage contains proved reserves. Approximately 92% of our acreage was held by production at December 31, 2022.

	Developed Acreage		Undeveloped Acreage		Total Acreage	
	Gross[(1)]	Net[(2)]	Gross[(1)]	Net[(2)]	Gross[(1)]	Net[(2)]
As of December 31, 2022	5,049,469	2,742,117	8,009,257	5,516,466	13,058,726	8,258,583

(1) A gross acre is an acre in which a working interest is owned. The number of gross acres is the total number of acres in which a working interest is owned.

(2) A net acre is deemed to exist when the sum of the fractional ownership working interests in gross acres equals one. The number of net acres is the sum of the fractional working interests owned in gross acres expressed as whole numbers and fractions thereof.

The undeveloped acreage numbers presented in the table above have been compiled using best efforts to review and determine acreage that is not currently drilled but may be available for drilling at the current time under certain circumstances. Whether or not undrilled acreage may be drilled and thereafter produce economic quantities of oil or gas is related to many factors which may change over time, including oil and gas prices, service vendor availability, regulatory regimes, midstream markets, end user demand, and macro and micro financial conditions; the undeveloped acreage described herein is presented without an opinion as to economic viability, as a result of the aforesaid factors. Additionally, it is noted that certain formations on a land tract may be already developed while other formations are undeveloped.

The following table sets forth the number of total gross and net undeveloped acres as of December 31, 2022 that will expire in 2023, 2024 and 2025 unless production is established within the spacing units covering the acreage prior to the expiration dates or unless such acreage is extended or renewed.

	Gross	Net
2023	680,886	678,191
2024	3	3
2025	344	29

Our primary focus is to operate our existing producing assets in a safe, efficient and responsible manner, however we also assess areas subject to lease expiration for potential development opportunities when prudent. As of December 31, 2022, we had no development plans other than the in-progress wells described above and therefore have not classified any other potential undrilled locations on this acreage as proved undeveloped reserves.

Preparation of Reserve Estimates

Our reserve estimates as of December 31, 2022 included in this registration statement were independently evaluated by our independent engineers, NSAI, in accordance with petroleum engineering and evaluation standards published by the Society of Petroleum Evaluation Engineers and definitions and guidelines established by the SEC.

NSAI is a worldwide leader of petroleum property analysis for industry and financial organizations and government agencies. NSAI was founded in 1961 and performs consulting petroleum engineering services under Texas Board of Professional Engineers Registration No. F-2699. Within NSAI, the technical persons primarily responsible for auditing the estimates set forth in the NSAI reserves report incorporated herein are Mr. Robert C. Barg and Mr. William J. Knights. Mr. Barg, a Licensed Professional Engineer in the State of Texas (No. 71658), has been practicing consulting petroleum engineering at NSAI since 1989 and has over six years of prior industry experience. He graduated from Purdue University in 1983 with a Bachelor of Science Degree in Mechanical Engineering. Mr. Knights, a Licensed Professional Geoscientist in the State of Texas, Geology (No. 1532), has been practicing consulting petroleum geoscience at NSAI since 1991 and has over 10 years of prior industry experience. He graduated from Texas Christian University in 1981 with a Bachelor of Science Degree in Geology in 1984 with a Master of Science Degree in Geology. Both technical principals meet or exceed the education, training and experience requirements set forth in the Standards Pertaining to the Estimating and Auditing of Oil and Gas Reserves Information promulgated by the Society of Petroleum Engineers; both are proficient in judiciously applying industry standard practices to engineering and geoscience evaluations, as well as applying SEC and other industry reserves definitions and guidelines.

Our internal staff of petroleum engineers and geoscience professionals work closely with our independent reserve engineers to ensure the integrity, accuracy and timeliness of data furnished to our independent reserve engineers in their reserve evaluation process. Our technical team regularly meets with the independent reserve engineers to review properties and discuss methods and assumptions used to prepare reserve estimates. The reserve estimates and related reports are reviewed and approved by our Vice President

of Reservoir Engineering. The Vice President of Reservoir Engineering has been with the Company since 2018 and has 24 years of experience in petroleum engineering, with over 20 years of experience evaluating natural gas and oil reserves, and holds a Bachelor of Science in Petroleum Engineering. Prior to joining the Company in 2018, our Vice President of Reservoir Engineering served in various reservoir engineering roles for public companies engaged in the exploration and production operations, and is also a member of the Society of Petroleum Engineers.

Estimation of Proved Reserves

Proved reserves are reserves which, by analysis of geoscience and engineering data, can be estimated with reasonable certainty to be economically producible from a given date forward from known reservoirs under existing economic conditions, operating methods and government regulations prior to the time at which contracts providing the right to operate expires, unless evidence indicates that renewal is reasonably certain. The term "reasonable certainty" implies a high degree of confidence that the quantities of oil or natural gas actually recovered will equal or exceed the estimate. To achieve reasonable certainty, we and the independent reserve engineers employed technologies that have been demonstrated to yield results with consistency and repeatability. The technologies and economic data used in the estimation of our proved reserves include, but are not limited to, well logs, geologic maps and available downhole and production data, micro-seismic data and well-test data.

Reserve engineering is and must be recognized as a subjective process of estimating volumes of economically recoverable oil and natural gas that cannot be measured in an exact manner. The accuracy of any reserve estimate is a function of the quality of available data and of engineering and geological interpretation. As a result, the estimates of different engineers often vary. In addition, the results of drilling, testing and production may justify revisions of such estimates. Accordingly, reserve estimates often differ from the quantities of natural gas, NGLs and oil that are ultimately recovered. Estimates of economically recoverable natural gas, NGLs and oil and of future net cash flows are based on a number of variables and assumptions, all of which may vary from actual results, including geologic interpretation, prices and future production rates and costs. See "*Item 3. Key Information — D. Risk Factors"* for additional information.

Production Volumes, Average Sales Prices and Operating Costs

	Year Ended		
	December 31, 2022	December 31, 2021	December 31, 2020
Production			
Natural Gas (MMcf)	255,597	234,643	199,667
NGLs (MBbls)	5,200	3,558	2,843
Oil (MBbls)	1,554	592	417
Total production (MBoe)	**49,354**	**43,257**	**36,538**
Average realized sales price			
(excluding impact of derivatives settled in cash)			
Natural gas (Mcf)	$ 6.04	$ 3.49	$ 1.72
NGLs (Bbls)	36.29	32.53	8.15
Oil (Bbls)	89.85	65.26	36.12
Total (Boe)	$ 37.95	$ 22.50	$ 10.45
Average realized sales price			
(including impact of derivatives settled in cash)			
Natural gas (Mcf)	$ 2.98	$ 2.36	$ 2.33
NGLs (Bbls)	19.84	15.52	13.95
Oil (Bbls)	72.00	71.68	52.97
Total (Boe)	$ 19.80	$ 15.08	$ 14.40

	Year Ended		
	December 31, 2022	December 31, 2021	December 31, 2020
Operating costs per Boe			
LOE[1]	$ 3.70	$ 2.76	$ 2.53
Production taxes[2]	1.50	0.71	0.38
Midstream operating expense[3]	1.44	1.40	1.45
Transportation expense[4]	2.39	1.86	1.24
Total operating expense per Boe	**$ 9.03**	**$ 6.73**	**$ 5.58**

(1) LOE is defined as the sum of employee and benefit expenses, well operating expense (net), automobile expense and insurance cost.

(2) Production taxes include severance and property taxes. Severance taxes are generally paid on produced natural gas, NGLs and oil production at fixed rates established by federal, state or local taxing authorities. Property taxes are generally based on the taxing jurisdictions' valuation of our natural gas and oil properties and midstream assets.

(3) Midstream operating expenses are daily costs incurred to operate our owned midstream assets inclusive of employee and benefit expenses.

(4) Transportation expenses are daily costs incurred from third-party systems to gather, process and transport our natural gas, NGLs and oil.

Significant Fields

The Company operates in four primary fields: (i) Appalachia, which is comprised of the stacked Marcellus and Utica shales (ii) East Texas and Louisiana, which consists of the stacked Cotton Valley, Haynesville, and Bossier shales, (iii) the Barnett Shale and (iv) the Midcontinent region, in North Texas and Oklahoma, which also consists of various stacked plays. The following table presents production for the Company's Appalachian region, which is considered significant, or greater than 15% of the Company's total proved reserves.

	Appalachia		
	December 31, 2022	December 31, 2021	December 31, 2020
Production			
Natural Gas (MMcf)	180,194	201,635	199,667
NGLs (MBbls)	2,810	2,690	2,843
Oil (MBbls)	423	446	417
Total production (MBoe)	**33,265**	**36,743**	**36,538**

Customers

Our production is generally sold on month-to-month contracts at prevailing market prices. During the year ended December 31, 2022, no customers individually comprised more than 10% of total revenues. During the year ended December 31, 2021, two customers individually comprised more than 10% of total revenues, representing 22% of consolidated revenues. During the year ended December 31, 2020, two customers individually comprised more than 10% of total revenues, representing 22% of consolidated revenues.

Because alternative purchasers of oil and natural gas are readily available, we believe that the loss of any of these purchasers would not result in a material adverse effect on our ability to sell future oil and natural gas production. In order to mitigate potential exposure to credit risk, we may require from time to time for our customers to provide financial security.

Delivery Commitments

We have contractually agreed to deliver firm quantities of natural gas to various customers, which we expect to fulfill with production from existing reserves. We regularly monitor our proved developed reserves to ensure sufficient availability to meet these commitments. The following table summarizes our total gross commitments, compiled using best estimates based on our sales strategy, as of December 31, 2022.

	Natural gas (MMcf)
2023	61,367
2024	44,162
2025	972
Thereafter	—

Transportation and Marketing

Diversified Energy Marketing, LLC, our wholly owned marketing subsidiary, provides marketing services and contractual pipeline capacity management services primarily for our benefit, but also to certain third parties.

Our transportation infrastructure is diversified and allows us to capitalize on strengthening markets while also providing reliable takeaway capacity. This is principally achieved through our vertically integrated midstream systems and the synergistic nature of our asset base. As a result, our midstream infrastructure allows for access to advantageous pricing year-round and flow assurance while entering into minimal firm transportation agreements.

When prudent, however, we enter into arrangements that capture opportunities related to the marketing and transportation of natural gas, NGLs and oil, which primarily involve the marketing of our own equity production and that of royalty owners that hold interests in our wells. Additionally, from time-to-time, we assume firm transportation agreements when acquiring wells.

Our midstream systems, as well as our arrangements, allow us to access growing high-demand markets in the U.S. Gulf Coast region while low-cost transportation on northeast pipelines allows us to capture in-basin pricing. Certain of our capacity agreements contain multiple extension and reduction options that allow us to adjust our transportation infrastructure as necessary for our production or to capture future market opportunities. As of December 31, 2022, our transportation arrangements provide access to 636 MMcfepd of takeaway capacity. These firm transportation agreements may require minimum volume delivery commitments, which we expect to principally fulfill with production from existing reserves.

To date, we have not experienced significant difficulty in transporting or marketing our natural gas, NGLs and oil production as it becomes available; however, there is no assurance that we will always be able to transport and market all of our production. See “Risk Factors — Risks Relating to Our Business, Operations and Industry — We may experience delays in production, marketing and transportation.”

Competition

Our marketing activities compete with numerous other companies offering the same services, many of which possess larger financial and other resources than we have. Some of these competitors are other producers and affiliates of companies with extensive pipeline systems that are used for transportation from producers to end users. Other factors affecting competition are the cost and availability of alternative fuels, the level of consumer demand and the cost of and proximity to pipelines and other transportation facilities. We believe that our ability to compete effectively within the marketing segment in the future depends upon establishing and maintaining strong relationships with customers.

Seasonality

Demand for natural gas and oil generally decreases during the spring and fall months and increases during the summer and winter months. However, seasonal anomalies and consumers procurement initiatives

can also lessen seasonal demand fluctuations. Seasonal anomalies can increase competition for equipment, supplies and personnel and can lead to shortages and increase costs or delay our operations.

Title to Properties

We believe that we have satisfactory title to substantially all of our active properties in accordance with standards generally accepted in the oil and natural gas industry. Our properties are subject to customary royalty and overriding royalty interests, certain contracts relating to the exploration, development, operation and marketing of production from such properties, consents to assignment and preferential purchase rights, liens for current taxes, applicable laws and other burdens, encumbrances and irregularities in title, which we believe do not materially interfere with the use of or affect the value of such properties. Prior to acquiring producing wells, we endeavor to perform a title investigation on an appropriate portion of the properties that is thorough and is consistent with standard practice in the natural gas and oil industry. Generally, we conduct a title examination and perform curative work with respect to significant defects that we identify on properties that we operate. We believe that we have performed reasonable and protective title reviews with respect to an appropriate cross-section of our operated natural gas and oil wells.

Environmental, Health and Safety

Overview

Environmental, health, and safety ("EHS") management remains a top priority for our company, and we demonstrate our commitment to environmental stewardship in the communities in which we live and operate.

We believe that good business includes improving the safety of assets we have acquired, eliminating and reducing fugitive emissions, consolidating duplicative pipeline networks, eliminating excessive compression facilities and extending the lives of producing wells in order to offset the need to generate supply from newly drilled wells. We seek to take a rigorous approach to managing the potential impacts of production fluid spills, which may include natural gas liquids, oil or produced water. Proper waste management and protection of biodiversity are of high importance to us, and we continuously work to mitigate or manage any impact from these spills.

Our board of directors and employees have a shared commitment to becoming good and trusted stewards of the environment, to ensure that our operations meet or exceed all applicable EHS standards, and to achieve EHS excellence.

We expect a similar commitment to safety and environmental stewardship from our business partners with whom we conduct business, so we utilize a leading supply chain risk management firm to help us prescreen contractors with high safety performance records and then to continuously monitor the contractors' performance for ongoing compliance with our own expectations as well as with state and federal operating standards.

Total Recordable Incident Rate

We strive to maintain a zero-harm working environment and remain steadfast in our commitment to improving safety performance throughout our footprint. The goal of our occupational health and safety program is to foster a safe and healthy occupational environment for employees and other stakeholders that encounter our operations. Health and safety is a top priority for us and is underscored by our operating performance, as well as our daily operational goals of promoting "Safety — No Compromises." Our Total Recordable Incident Rate ("TRIR"), defined as the sum of lost time injuries, restricted work injuries and medical treatment injuries per 200,000 work hours, and represents all injuries that require medical treatment in excess of simple first aid, exceeded our goals in 2022 and in 2021 and was driven by a lower frequency of minor incidents throughout the year. Our much improved result in 2022 included several months where we incurred no safety incidents across the organization, reflective of the consistent and continual focus we are investing in our employees. As with any kind of company incident, our senior operations and EHS leadership teams review results with a specific emphasis on root causes and change improvements to

mitigate future incidents. These mitigation efforts are shared with all employees, whether new to the Company following an acquisition or a long-term employee, to help ensure improved performance in the future.

Preventable Motor Vehicle Accident Rate

With more than 1,200 employees on the road each day, road safety awareness and safe driving are of paramount importance to us; our goal is zero preventable vehicle incidents. Given our expansive asset portfolio across the Appalachian Basin and Central Region, our well tenders and other field employees often spend a significant portion of their days driving. We realized a significant improvement in our preventable Motor Vehicle Accident ("MVA") Rate, defined as the rate of preventable accidents that occurred during the year per million miles driven by our field personnel, in 2022. We are proud of this accomplishment given the 24.5 million miles driven by our employees during the course of the year largely as a result of the often rural and widespread nature of our asset base and the additional staff members that joined the Company from our 2022 acquisitions. The improvement in our MVA rate can be attributed to our widespread emphasis on safety in our operations, including driving, the use of dedicated training modules and our Safe Passages recognition program for drivers who achieve an accident-free driving record during the calendar year.

Reportable Spills

A spill is the introduction into the environment, other than as authorized and whether intentional or unintentional, of a substance that has the potential to cause adverse effects to the environment, human health or infrastructure. A reportable spill is one that must be disclosed to any regulatory agency where we operate. Intensity rate reflects the reportable volume of oil and produced water spills divided by the total gross volume of oil and produced water handled during the period.

The continued expansion of our operating footprint through Central Region acquisitions has resulted in an increased volume of water produced and handled in our operations due to the geological nature of the formations in the Central Region when compared to Appalachia and the higher concentration of unconventional wells. As a result, we experienced a corresponding increase in the absolute volume of reportable spills compared to prior years of operations, which excluded Central Region operations. We aim for zero spills and continue to seek process enhancements, safety procedures and training to manage and reduce the number of spills in the future.

Our exposure to significant spills of liquid products is inherently low given our current production profile of 86% dry natural gas. Nonetheless, we seek to take a rigorous approach to managing any impact of a potential fluid spill and implement practices and processes to minimize or eliminate such spills.

Socio-Economic Contribution

Our community investments are designed to make long-lasting, positive impacts on the communities where we operate and live. We want our actions and economic contributions to make a difference. We start with employing local people to do local work wherever possible, specifically individuals who care about the communities and environments in which they work and live, and that demonstrate passion in how they approach and accomplish their work every day.

We are committed to balancing our business needs with the needs of the communities in which we and our employees operate. In 2022 and throughout 2023, we have continued to develop company-wide programs to enhance our community outreach, including a new grant-giving program and an employee wellness program. In response to our community outreach and engagement work, we have contributed to nearly 140 different organizations that included childhood education, with emphasis on STEM (science, technology, engineering and math), secondary and higher education, children and adult physical and mental health and wellness, environmental stewardship and biodiversity, fine arts for children, food banks and meal programs, homeless shelters, community and volunteer first responders, and local infrastructure.

Our Approach to ESG

Our approach to ESG management encompasses consideration of our climate, environmental and social impacts as well as our responsibility to conduct business in accordance with high standards of

governance. Through our commitment to stakeholder engagement and regular consideration of internal and external feedback, we seek to proactively manage the topics most important to our business and corporate strategy. Our objectives to improve and address these key areas have served as the foundation of our ESG efforts and strategy, informing where progress should be tracked, and new forward-looking targets should be set.

Our ESG programs are bolstered by a unique business model focused on two key environmental stewardship approaches which keep our net zero ambitions at the forefront of our decision-making. First, our operational approach to owned assets centers on investments in improving or restoring production, optimizing the integrity and efficiency of our assets and reducing emissions before safely and permanently retiring those assets at the end of their productive life. Additionally, our approach to new acquisition utilizes intentional consideration of the emissions profile and geographic location of target assets in determining their compatibility with our portfolio and our emissions reduction goals. In doing so, we are able to recognize the immediate accretive benefit of the acquisitions to our emissions profile or to develop a near-term plan to achieve those benefits.

While our current environmental focus is on methane reductions, we also continued work on our marginal abatement cost curve ("MACC") to help share our Scope 1 and 2 net zero greenhouse gas ("GHG") emissions goals. Further, we are endeavoring to partner our MACC efforts with a new process aimed at building and maintaining real-time emissions intelligence through our emissions analytics and reporting platform in order to enhance the accuracy and power of predictive analytics related to our emissions, thus offering management potential access to better data and more tools for more informed decision-making.

Though our upstream, midstream and asset retirement business units encompass distinct activities, we view our corporate and individual employee actions through the lens of a single, unified OneDEC approach that drives a culture of operational excellence fostered through the integration of people and the standardization of processes and systems. Our OneDEC approach is an effort centered around supporting and encouraging company-wide initiatives by ensuring alignment of our corporate and ESG initiatives with departmental action supported by financial investment and boots on the ground. Thus, we embed our strategic frameworks, values and stewardship business model in our OneDEC culture to align our organization, our goals and our priorities around continued progress.

We view sustainability through the dual lens of seeking to create long-term value for our stakeholders and to ensure our daily actions contribute to a sustainable environment and planet for society at large. When we align our stewardship-focused business model and OneDEC culture with our commitment to ESG, we are doing so with this dual lens in mind.

At Diversified, we challenge ourselves to consider these topics and more when we effectuate our business model, corporate strategy, ESG commitments, daily operations and risk management practices.

Human Capital Management

As of December 31, 2022, we had 1,582 full-time employees.

We have an experienced and professional workforce and continue to grow rapidly through successful acquisitions and, in doing so, we welcomed approximately 160 new employees in 2022. The vast majority of our employee base consists of production employees, including our upstream and midstream field personnel. All other employee positions, including back office, administrative and executive positions, are production support roles.

As part of a coordinated diversity and engagement strategy within our recruitment processes, we have engaged a number of external agencies across specific geographic areas of focus within our operating footprint in support of driving diversity within the Company. The composition of our employee workforce is a reflection of the employees that we retain from the sellers at the time of acquisitions. When coupled with a total annual turnover rate of approximately 17.6%, our opportunity to further diversify our workforce is somewhat limited. Nonetheless, we seek to generate a diverse candidate pool from which we can identify and hire the most qualified individuals, regardless of gender, to the benefit of the Company and our stakeholders.

Our board of directors currently consists of three females and four males, and our senior management, including our executive committee and its direct reports but excluding the executive director, consisted of 87 employees. Although our board of directors does not currently have any ethnically diverse members, it acknowledges the UK Listing Rules' requirements of having at least one individual on its board of directors who is from a minority ethnic background, which we are required to comply with by the end of 2023. We intend to add an ethnically diverse member to the board of directors and have engaged a third-party advisor to assist with the search process. The board of directors continues to demonstrate diversity in a wider sense, with directors from the U.S. as well as the UK, bringing a range of domestic and international experience to the board of directors. The board of director's diverse range of experience and expertise covers not only a wealth of experience of operating in the natural gas and oil industry but also extensive technical, operational, financial, legal and environmental expertise.

Government Regulation

General

Our operations in the United States are subject to various federal, state and local (including county and municipal level) laws and regulations. These laws and regulations cover virtually every aspect of our operations including, among other things: use of public roads; construction of well pads, impoundments, tanks and roads; pooling and unitizations; water withdrawal and procurement for well stimulation purposes; wastewater discharge, well drilling, casing and hydraulic fracturing; stormwater management; well production; well plugging; venting or flaring of natural gas; pipeline construction and the compression and transportation of natural gas and liquids; reclamation and restoration of properties after natural gas and oil operations are completed; handling, storage, transportation and disposal of materials used or generated by natural gas and oil operations; the calculation, reporting and payment of taxes on natural gas and oil production; and gathering of natural gas production. Various governmental permits, authorizations and approvals under these laws and regulations are required for exploration and production as well as midstream operations. These laws and regulations, and the permits, authorizations and approvals issued pursuant to such laws and regulations, are intended to protect, among other things: air quality; ground water and surface water resources, including drinking water supplies; wetlands; waterways; protected plants and wildlife; natural resources; and the health and safety of our employees and the communities in which we operate.

We endeavor to conduct our operations in compliance with all applicable U.S. federal, state and local laws and regulations. However, because of extensive and comprehensive regulatory requirements against a backdrop of variable geologic and seasonal conditions, non-compliance during operations can occur. Certain non-compliance may be expected to result in fines or penalties, but could also result in enforcement actions, additional restrictions on our operations, or make it more difficult for us to obtain necessary permits in the future. The possibility exists that new legislation or regulations may be adopted which could have a significant impact on our operations or on our customers' ability to use our natural gas, natural gas liquids and oil, and may require us or our customers to change their operations significantly or incur substantial costs.

Environmental Laws

Many of the U.S. laws and regulations referred to above are environmental laws and regulations, which vary according to the jurisdiction in which we conduct our operations. In addition to state or local laws and regulations, our operations are also subject to numerous federal environmental laws and regulations. Below is a discussion of some of the more significant federal laws and regulations applicable to us and our operations.

Clean Air Act

The federal Clean Air Act and corresponding state laws and regulations regulate air emissions primarily through permitting and/or emissions control requirements. This affects natural gas production and processing operations. Various activities in our operations are subject to regulation, including pipeline compression, venting and flaring of natural gas, and hydraulic fracturing and completion processes, as well as fugitive emissions from operations. We obtain permits, typically from state or local authorities, to conduct these

activities. Additionally, we are required to obtain pre-approval for construction or modification of certain facilities, to meet stringent air permit requirements, or to use specific equipment, technologies or best management practices to control emissions. Further, emissions from certain proximate and related sources may need to be aggregated to provide for regulation and permitting of a single, major source. Federal and state governmental agencies continue to investigate the potential for emissions from oil and natural gas activities, and further regulation could increase our cost or temporarily restrict our ability to produce. For instance, in November 2021, the Environmental Protection Agency ("EPA") proposed new regulations to establish comprehensive standards of performance and emission guidelines for methane and volatile organic compound emissions from new and existing operations in the oil and gas sector, including the exploration and production, transmission, processing and storage segments. In November 2022, the EPA issued supplemental proposed regulations that would strengthen and expand on the regulations proposed in 2021. The public comment period for the proposed supplemental regulations closed in February 2023, and the EPA is in the process of finalizing the regulations. Additionally, the Inflation Reduction Act, which was signed into law in August 2022, included a "methane fee" on natural gas emissions from oil and gas operations based on certain emissions intensity thresholds. The EPA plans to finalize rules related to the methane fee in 2023 and expects the new fees to be imposed beginning with emissions reported for calendar year 2024. The impact of future regulatory and legislative developments, if adopted or enacted, could result in increased compliance costs, increased utility costs, additional operating restrictions on our business and an increase in the cost of products generally. Although such costs may impact our business directly or indirectly by impacting our facilities or operations, the extent and magnitude of that impact cannot be reliably or accurately estimated due to the present uncertainty regarding the additional measures and how they will be implemented.

Clean Water Act

The federal Clean Water Act ("CWA") and corresponding state laws affect our operations by regulating storm water or other discharges of substances, including pollutants, sediment, and spills and releases of oil, brine and other substances, into surface waters, and in certain instances imposing requirements to dispose of produced wastes and other oil and gas wastes at approved disposal facilities. The discharge of pollutants into jurisdictional waters is prohibited, except in accordance with the terms of a permit issued by the EPA, the U.S. Army Corps of Engineers, or a delegated state agency. These permits require regular monitoring and compliance with effluent limitations, and include reporting requirements. Federal and state regulatory agencies can impose administrative, civil and/or criminal penalties for non-compliance with discharge permits or other requirements of the CWA and analogous state laws and regulations.

Endangered Species and Migratory Birds

The Endangered Species Act and related state laws regulations protect plant and animal species that are threatened or endangered. The Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act provides similar protections to migratory birds and bald and golden eagles, respectively. Some of our operations are located in areas that are or may be designated as protected habitats for endangered or threatened species, or in areas where migratory birds or bald and golden eagles are known to exist. Laws and regulations intended to protect threatened and endangered species, migratory birds, or bald and golden eagles could have a seasonal impact on our construction activities and operations. New or additional species that may be identified as requiring protection or consideration could also lead to delays in obtaining permits and/or other restrictions, including operational restrictions.

Safety of Gas Transmission and Gathering Pipelines

Natural gas pipelines serving our operations are subject to regulation by the U.S. Department of Transportation's PHMSA pursuant to the NGPSA, as amended by the Pipeline Safety Act of 1992, the Accountable Pipeline Safety and Partnership Act of 1996, the PSIA, the Pipeline Inspection, Protection, Enforcement and Safety Act of 2006, and the 2011 Pipeline Safety Act. The NGPSA regulates safety requirements in the design, construction, operation and maintenance of natural gas pipeline facilities, while the PSIA establishes mandatory inspections for all U.S. oil and natural gas transmission pipelines in high-consequence areas. Additionally, certain states, such as West Virginia, also maintain jurisdiction over intrastate natural gas lines. In October 2019, PHMSA finalized the first of three rules that, collectively, are referred

to as the natural gas "Mega Rule." The first rule imposed additional safety requirements on natural gas transmission pipelines, including maximum operating pressure and integrity management near HCAs for onshore gas transmission pipelines. PHMSA finalized the second rule extending federal safety requirements to onshore gas gathering pipelines with large diameters and high operating pressures in November 2021. PHMSA published the final of the three components of the Mega Rule in August 2022, which took effect in May 2023. The final rule applies to onshore gas transmission pipelines, clarifies integrity management regulations, expands corrosion control requirements, mandates inspection after extreme weather events, and updates existing repair criteria for both HCA and non-HCA pipelines. Finally, PHMSA published a Notice of Proposed Rulemaking regarding more stringent gas pipeline leak detection and repair requirements to reduce natural gas emissions on May 18, 2023. The adoption of laws or regulations that apply more comprehensive or stringent safety standards could increase the expenses we incur for gathering service.

Resource Conservation and Recovery Act

The federal Resource Conservation and Recovery Act ("RCRA") and corresponding state laws and regulations impose requirements for the management, treatment, storage and disposal of hazardous and non-hazardous wastes, including wastes generated by our operations. Drilling fluids, produced waters and most of the other wastes associated with the exploration, development and production of natural gas and oil are currently regulated under RCRA's solid (non-hazardous) waste provisions. However, legislation has been proposed from time to time, and various environmental groups have filed lawsuits, that, if successful, could result in the reclassification of certain natural gas and oil exploration and production wastes as "hazardous wastes," which would make such wastes subject to much more stringent handling, disposal and clean-up requirements. A change in the RCRA exclusion for drilling fluids, produced waters and related wastes could result in an increase in our costs to manage and dispose of generated wastes, which could have a material adverse effect on the industry as well as on our results of operations and financial position.

Comprehensive Environmental Response, Compensation, and Liability Act

The Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA" or "Superfund") imposes joint and several liability for costs of investigation and remediation, and for natural resource damages without regard to fault or the legality of the original conduct, on certain classes of persons with respect to the release into the environment of substances designated under CERCLA as hazardous substances. These classes of persons, so-called potentially responsible parties ("PRP"), include the current and past owners or operators of a site where the release occurred and anyone who disposed, transported, or arranged for the disposal, transportation, or treatment of a hazardous substance found at the site. CERCLA also authorized the EPA and, in some instances, third parties to take actions in response to threats to public health or the environment, and to seek to recover from the PRPs the costs of such action. Many states, including states in which we operate, have adopted comparable state statutes.

Although CERCLA generally exempts "petroleum" from regulation, in the course of our operations we have generated and will generate wastes that may fall within CERCLA's definition of hazardous substances, and may have disposed of these wastes at disposal sites owned and operated by others. We may also be the owner or operator of sites on which hazardous substances have been released. In the event contamination is discovered at a site on which we are or have been an owner or operator, or to which we have sent hazardous substances, we could be jointly and severally liable for the costs of investigation and remediation and natural resource damages. Further, it is not uncommon for neighboring landowners and other third parties to file claims for personal injury and property damage allegedly caused by hazardous substances or other pollutants released into the environment.

Oil Pollution Act

The primary federal law related to oil spill liability is the Oil Pollution Act ("OPA"), which amends and augments oil spill provisions of the Clean Water Act and imposes certain duties and liabilities on certain "responsible parties" related to the prevention of oil spills and damages resulting from such spills in or threatening waters of the United States or adjoining shorelines. A liable "responsible party" includes the owner or operator of a facility, vessel or pipeline that is a source of an oil discharge or that poses the substantial threat of discharge. OPA assigns joint and several liability, without regard to fault, to each liable party for

oil removal costs and a variety of public and private damages. Although defenses exist to the liability imposed by OPA, they are limited. In the event of an oil discharge or substantial threat of discharge, we may be liable for costs and damages.

Regulation of the Sale and Transportation of Natural Gas, NGLs and Oil

The transportation and sale, or resale, of natural gas in interstate commerce are regulated by the Federal Energy Regulatory Commission ("FERC") under the Natural Gas Act of 1938, the Natural Gas Policy Act of 1978, and regulations issued under those statutes. FERC regulates interstate natural gas transportation rates and terms and conditions of service, which affects the marketing of natural gas that we produce, as well as the revenues we receive for sales of our natural gas. FERC regulations require that rates and terms and conditions of service for interstate service pipelines that transport crude oil and refined products and certain other liquids be just and reasonable and must not be unduly discriminatory or confer any undue preference upon any shipper. FERC regulations also require interstate common carrier petroleum pipelines to file with FERC and publicly post tariffs stating their interstate transportation rates and terms and conditions of service.

Section 1(b) of the Natural Gas Act exempts natural gas gathering facilities from regulation by FERC. However, the distinction between federally unregulated gathering facilities and FERC regulated transmission facilities is a fact-based determination, and the classification of facilities is the subject of ongoing litigation. We own certain natural gas pipeline facilities that we believe meet the traditional tests FERC has used to establish a pipeline's primary function as "gathering," thus exempting it from the jurisdiction of FERC under the Natural Gas Act.

Intrastate natural gas transportation is also subject to regulation by state regulatory agencies. The basis for intrastate regulation of natural gas transportation and the degree of regulatory oversight and scrutiny given to intrastate natural gas pipeline rates and services varies from state to state. Like the regulation of interstate transportation rates, the regulation of intrastate transportation rates affects the marketing of natural gas that we produce, as well as the revenues we receive for sales of our natural gas.

FERC regulates the transportation of oil and NGLs on interstate pipelines under the provisions of the Interstate Commerce Act, the Energy Policy Act of 1992 and regulations issued under those statutes. Intrastate transportation of oil, NGLs and other products is dependent on pipelines whose rates, terms and conditions of service are subject to regulation by state regulatory bodies under state statutes.

Natural gas, NGLs and crude oil prices are currently unregulated, but Congress historically has been active in the area of natural gas, NGLs and crude oil regulation. We cannot predict whether new legislation to regulate sales might be enacted in the future or what effect, if any, any such legislation might have on our operations.

Health and Safety Laws

Our operations are subject to regulation under the federal Occupational Safety and Health Act ("OSHA") and comparable state laws in some states, all of which regulate health and safety of employees at our operations. Additionally, OSHA's hazardous communication standard, the EPA community right-to-know regulations under Title III of the federal Superfund Amendment and Reauthorization Act and comparable state laws require that information be maintained about hazardous materials used or produced by our operations and that this information be provided to employees, state and local governments and the public.

Climate Change Laws and Regulations

Climate change continues to be a legislative and regulatory focus. There are a number of proposed and recently-enacted laws and regulations at the international, federal, state, regional and local level that seek to limit greenhouse gas emissions, and such laws and regulations that restrict emissions could increase our costs should the requirements necessitate the installation of new equipment or the purchase of emission allowances. For example, the Inflation Reduction Act, which was signed into law in August 2022, includes a "methane fee" that is expected to be imposed beginning with emissions reported for calendar year 2024.

In addition, the current U.S. administration has proposed more stringent methane pollution limits for new and existing gas and oil operations. These laws and regulations could also impact our customers, including the electric generation industry, making alternative sources of energy more competitive and thereby decreasing demand for the natural gas and oil we produce. Additional regulation could also lead to permitting delays and additional monitoring and administrative requirements, in turn impacting electricity generating operations.

At the international level, President Biden has recommitted the United States to the UN-sponsored "Paris Agreement," for nations to limit their greenhouse gas emissions through non-binding, individually-determined reduction goals every five years after 2020. In April 2021, President Biden announced a goal of reducing the United States' emissions by 50 – 52% below 2005 levels by 2030. In November 2021, the international community gathered in Glasgow at the 26th Conference of the Parties to the UN Framework Convention on Climate Change, during which multiple announcements were made, including a call for parties to eliminate certain fossil fuel subsidies and pursue further action on non-carbon dioxide greenhouse gases. In a related gesture, the United States and European Union jointly announced the launch of the "Global Methane Pledge," which aims to cut global methane pollution at least 30% by 2030 relative to 2020 levels, including "all feasible reductions" in the energy sector. Such commitments were re-affirmed at the 27th Conference of the Parties in Sharm El Sheikh. Although it is not possible at this time to predict how legislation or new regulations that may be adopted pursuant to the Paris Agreement to address greenhouse gas emissions would impact our business, any such future laws and regulations imposing reporting obligations on, or limiting emissions of greenhouse gases from, our equipment and operations could require us to incur costs to implement such measures associated with our operations.

In addition, activists concerned about the potential effects of climate change have directed their attention at sources of funding for energy companies, which has resulted in certain financial institutions, funds and other sources of capital restricting or eliminating their investment in natural gas and oil activities. Ultimately, this could make it more difficult to secure funding for exploration and production activities. Litigation risks are also increasing, as a number of cities and other local governments have sought to bring suit against the largest oil and natural gas exploration and production companies in state or federal court, alleging, among other things, that such companies created public nuisances by producing fuels that contributed to global climate change effects, such as rising sea levels, and therefore are responsible for roadway and infrastructure damages, or alleging that the companies have been aware of the adverse effects of climate change for some time but defrauded their investors by failing to adequately disclose those impacts.

Additionally, the SEC's proposed climate rule published in March 2022, requiring the disclosure of a range of climate-related risks, is expected to be finalized late 2023. We are currently assessing this rule, and at this time we cannot predict the costs of implementation or any potential adverse impacts resulting from the rule. To the extent this rule is finalized as proposed, we or our customers could incur increased costs related to the assessment and disclosure of climate-related risks. Additionally, enhanced climate disclosure requirements could accelerate the trend of certain stakeholders and lenders restricting or seeking more stringent conditions with respect to their investments in certain carbon-intensive sectors.

Finally, it should be noted that increasing concentrations of greenhouse gases in the Earth's atmosphere may produce climate changes that have significant physical effects, such as the increased frequency and severity of storms, floods, droughts and other extreme climatic events. If any such effects were to occur, they could have an adverse effect on our operations.

C. Organizational Structure

The following table sets out details of the Company's significant subsidiaries as of November 16, 2023:

Name	Country of incorporation/ Principal place of business	Principal activity	Effective interest and proportion of equity held
Diversified Gas & Oil Corporation	United States	Oil and natural gas operations	100
Diversified Production LLC	United States	Oil and natural gas operations	100
Diversified Midstream LLC	United States	Oil and natural gas operations	100
Diversified Energy Marketing, LLC	United States	Oil and natural gas operations	100
Diversified ABS Holdings LLC	United States	Holding company	100
Diversified ABS LLC	United States	Oil and natural gas non-operated assets	100
Diversified ABS Phase II Holdings LLC	United States	Holding company	100
Diversified ABS Phase II LLC	United States	Oil and natural gas non-operated assets	100
Diversified ABS Phase III Holdings LLC	United States	Holding company	100
Diversified ABS Phase III LLC	United States	Holding company	100
Diversified ABS Phase III Upstream LLC	United States	Oil and natural gas non-operated assets	100
Diversified ABS Phase III Midstream LLC	United States	Oil and natural gas non-operated assets	100
Diversified ABS Phase IV Holdings LLC	United States	Holding company	100
Diversified ABS Phase IV LLC	United States	Oil and natural gas non-operated assets	100
Diversified ABS Phase V Holdings LLC	United States	Holding company	100
Diversified ABS Phase V LLC	United States	Oil and natural gas non-operated assets	100
Diversified ABS Phase V Upstream LLC	United States	Oil and natural gas non-operated assets	100
Sooner State Joint ABS Holdings LLC	United States	Holding company	51.25
Diversified ABS Phase VI Holdings LLC	United States	Holding company	100
Diversified ABS Phase VI LLC	United States	Holding company	100
Diversified ABS VI Upstream LLC	United States	Oil and natural gas non-operated assets	100
Oaktree ABS VI Upstream LLC	United States	Oil and natural gas non-operated assets	100
ABS 7 Manager LLC	United States	Holding company	100
DP Lion Equity Holdco LLC	United States	Holding company	100
DP Lion HoldCo LLC	United States	Holding company	100

Name	Country of incorporation/ Principal place of business	Principal activity	Effective interest and proportion of equity held
DP RBL Co LLC	United States	Holding company	100
DP Legacy Central LLC	United States	Oil and natural gas non-operated assets	100
DP Production Holdings II LLC	United States	Holding company	100
DGOC Holdings Sub II LLC	United States	Holding company	100
DP Bluegrass Holdings LLC	United States	Holding company	100
DP Bluegrass LLC	United States	Oil and natural gas non-operated assets	100
BlueStone Natural Resources II, LLC	United States	Oil and natural gas non-operated assets	100
Cranberry Pipeline Corporation	United States	Oil and natural gas non-operated assets	100
Coalfield Pipeline Company	United States	Oil and natural gas non-operated assets	100
DM Bluebonnet LLC	United States	Oil and natural gas non-operated assets	100
DP Tapstone Energy Holdings, LLC	United States	Holding company	100
DP Legacy Tapstone LLC	United States	Oil and natural gas non-operated assets	100
Chesapeake Granite Wash Trust	United States	Oil and natural gas non-operated assets	50.8
TGG Cotton Valley Assets, LLC	United States	Oil and natural gas non-operated assets	100
Black Bear Midstream Holdings LLC	United States	Holding company	100
Black Bear Midstream LLC	United States	Oil and natural gas non-operated assets	100
Black Bear Liquids LLC	United States	Oil and natural gas non-operated assets	100
Black Bear Liquids Marketing LLC	United States	Oil and natural gas non-operated assets	100
DM Pennsylvania Holdco LLC	United States	Holding company	100
Diversified Energy Group LLC	United States	Holding company	100
Diversified Energy Company LLC	United States	Holding company	100
Next LVL Energy, LLC	United States	Plugging company	100
Splendid Land, LLC	United States	Oil and natural gas non-operated assets	55
Riverside Land, LLC	United States	Oil and natural gas non-operated assets	55
Old Faithful Land, LLC	United States	Oil and natural gas non-operated assets	55
Link Land, LLC	United States	Oil and natural gas non-operated assets	55
Giant Land, LLC	United States	Oil and natural gas non-operated assets	55

D. Property, Plants and Equipment

Corporate Offices

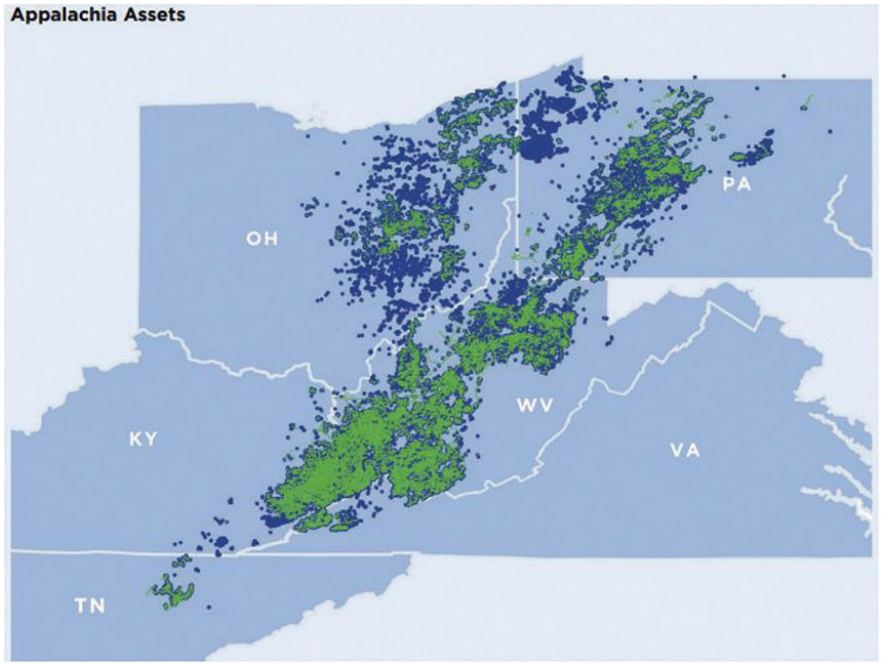
Our principal executive offices are located at 1600 Corporate Drive, Birmingham, Alabama 35242.

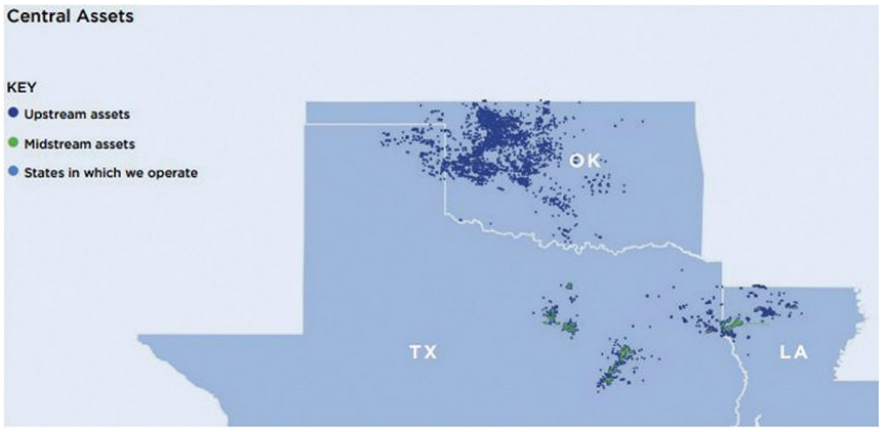
Assets and Operations

We have historically operated within the Appalachian Basin, which covers an area of 185,500 square miles. While the area came to prominence following the discovery of significant shale gas reserves in 2009 in the Utica and Marcellus shales, it has been a major producer of natural gas, NGLs and oil from conventional vertical well development since the late 19th century, making it the oldest producing basin within the United States.

Our asset base is comprised of approximately 77,500 conventional and unconventional, mature, long-life, low decline natural gas and oil producing wells on a gross productive basis. These mature wells benefit from simple and low-cost maintenance operations and require low ongoing capital expenditures. Our well portfolio exhibits an average long-term decline rate of approximately 8.5% and contains certain wells that have an expected life of greater than 50 years. In addition to the upstream assets, our portfolio contains approximately 17,700 miles of natural gas gathering pipelines and a network of compression stations and processing facilities.

The map below shows the geographic locations of our assets as of December 31, 2022.





Item 4A. Unresolved Staff Comments

Not applicable.

Item 5. Operating and Financial Review and Prospects

The following discussion of our financial condition and results of operations should be read in conjunction with the audited consolidated financial statements as of December 31, 2022 and 2021 and for each of the three years in the period ended December 31, 2022 and the Unaudited Condensed Consolidated Interim Financial Statements as of June 30, 2023 and for the six months ended June 30, 2023 and 2022 and related notes (together, the "historical financial information"). The historical financial information has been included in "*Item 18. Financial Statements*." The following discussion should also be read in conjunction with other information relating to our business contained in this registration statement, including "*Item 3.D. Risk Factors*."

The Historical Financial Information has been prepared in accordance with IFRS as issued by the International Accounting Standards Board.

The following discussion includes forward-looking statements that reflect our plans, estimates and beliefs and involves risks and uncertainties. Our actual results could differ materially from those discussed in these statements. Factors that could cause or contribute to these differences include, but are not limited to, those discussed below and elsewhere in this registration statement, particularly in "*Item 3.D. Risk Factors*."

A. Operating Results

Overview

We are an independent energy company engaged in the production, marketing and transportation of natural gas, as well as oil from our complementary onshore upstream and midstream assets, primarily located within the Appalachian and Central Regions of the United States. Our proven business model creates sustainable value in today's natural gas market by investing in producing assets, reducing emissions and improving asset integrity while generating significant, hedge-protected cash flow. We acquire, optimize, produce, transport and retire natural gas from existing wells, seek to optimally steward the resource already developed by others within our industry, reduce the environmental footprint, and sustain important jobs and tax revenues for many local communities. While most companies in our sector are built to explore for and develop new reserves, we fully exploit existing reserves through our focus on safely and efficiently operating existing wells to maximize their productive lives and economic capabilities, which in turn reduces the industry's footprint on our planet.

Key Factors Affecting Our Performance

Our financial condition and results of operations have been, and will continue to be, affected by a number of important factors, including the following:

Strategic Acquisitions

We have made, and intend to continue to make, strategic acquisitions to supplement our organic growth, solidify our current market presence and expand into new markets. We have made the following business combinations or asset acquisitions for a total aggregate consideration of $1.4 billion during the six months ended June 30, 2023 and the years ended December 31, 2022, 2021 and 2020, comprised of:

- March 2023: The Tanos II Assets Acquisition, in which we acquired certain upstream assets and related infrastructure in the Central Region;
- September 2022: The ConocoPhillips Assets Acquisition, in which we acquired certain upstream assets and related gathering infrastructure in the Central Region
- July 2022: Certain plugging infrastructure in the Appalachian Region;
- May 2022: Certain plugging infrastructure in the Appalachian Region;
- April 2022:
  - The East Texas Assets Acquisition, in which we acquired working interests in certain upstream assets and related facilities within the Central Region from a private seller, in conjunction with Oaktree;
  - Certain midstream assets, inclusive of a processing facility, in the Central Region that was contiguous to our East Texas assets;
- February 2022: Certain plugging infrastructure in the Appalachian Region;
- December 2021: The Tapstone Acquisition, where we acquired working interests in certain upstream assets, field infrastructure, equipment and facilities within the Central Region in conjunction with Oaktree;
- August 2021: The Tanos Acquisition, in which we acquired working interests in certain upstream assets, field infrastructure, equipment and facilities in the Central Region in conjunction with Oaktree;
- July 2021: The Blackbeard Acquisition, in which we acquired certain upstream assets and related gathering infrastructure in the Central Region;
- May 2021: The Indigo Acquisition, in which we acquired certain upstream assets and related gathering infrastructure in the Central Region;
- May 2020: The Carbon Acquisition, in which we acquired certain upstream and midstream assets in the Appalachian Region; and
- May 2020: The EQT Acquisition, in which we acquired upstream assets and related gathering infrastructure in the Appalachian Region.

Our strategic acquisitions may affect the comparability of our financial results with prior and subsequent periods. We intend to continue to selectively pursue strategic acquisitions to further strengthen our competitiveness. We will evaluate and execute opportunities that complement and scale our business, optimize our profitability, help us expand into adjacent markets and add new capabilities to our business. The integration of acquisitions also requires dedication of substantial time and resources of management, and we may never fully realize synergies and other benefits that we expect.

Commodity Price Volatility

Changes in commodity prices may affect the value of our natural gas and oil reserves, operating cash flow and Adjusted EBITDA, regardless of our operating performance. It is impossible to accurately predict

future natural gas, NGLs and oil price movements. Historically, natural gas prices have been highly volatile and subject to large fluctuations in response to relatively minor changes in the demand for natural gas.

We employ a hedging strategy in which we opportunistically hedge a majority of our first two years of production and a significant percentage of production beyond our first two years of forecasted production. Even so, the remainder of our production that is unhedged is exposed to commodity price volatility. As a result our results of operations and financial condition would be negatively impacted if the prices of natural gas, NGLs or oil were to remain depressed or decline materially from current levels. To achieve more predictable cash flows and to reduce our exposure to fluctuations in the prices of natural gas, NGLs and oil we may enter into additional hedging arrangements for a significant portion of our production. The terms of our Credit Facility and ABS Notes (as defined herein) also require us to hedge our production.

Our price hedging strategy and future hedging transactions will be determined at our discretion, subject to the terms of certain agreements governing our indebtedness. The prices at which we hedge our production in the future will be dependent upon commodity prices at the time we enter into these transactions, which may be substantially higher or lower than current prices. Accordingly, our price hedging strategy may not protect us from significant declines in prices received for our future production. Conversely, our hedging strategy may limit our ability to realize higher cash flows from commodity price increases. It is also possible that a substantially larger percentage of our future production will not be hedged as compared with the next few years, which would result in our natural gas, NGLs and oil revenues becoming more sensitive to commodity price fluctuations.

Although the current outlook on natural gas, NGLs and oil prices is generally favorable, and our operations have not been significantly impacted by material declines in commodity prices in the short-term, in the event future disruptions to pricing occur and continue for an extended period of time, the unhedged portion of our cash flows could be adversely impacted.

Recent Developments

Announced on July 17, 2023 the sale of undeveloped acres in Oklahoma, within the Company's Central Region, for net consideration of approximately $16 million.

Announced on September 26, 2023 that we completed the semi-annual borrowing base redetermination of our revolving Credit Facility. The borrowing base under the Credit Facility was increased to $425 million reflective of the addition of certain collateral previously acquired from EQT and certain smaller operators in Appalachia.

Segment Reporting

We are an independent owner and operator of producing natural gas and oil wells with properties located in the states of Tennessee, Kentucky, Virginia, West Virginia, Ohio, Pennsylvania, Oklahoma, Texas and Louisiana. Our strategy is to acquire long-life producing assets, efficiently operate those assets to maximize cash flow, and then to retire assets safely and responsibly at the end of their useful life. Our assets consist of natural gas and oil wells, pipelines and a network of gathering lines and compression facilities that are complementary to our core assets. We acquire and manage these assets in a complementary fashion to vertically integrate and improve margins rather than managing them as separate operations. Accordingly, when determining operating segments under IFRS 8, we identified one operating segment that produces and transports natural gas, NGLs and oil in the United States. Refer to Note 2 in the Notes to the Consolidated Financial Statements and Note 2 in the Notes to the Interim Condensed Consolidated Financial Statements found elsewhere in this registration statement for a description of our segment reporting.

Results of Operations

Six Months Ended June 30, 2023 Compared to Six Months Ended June 30, 2022

The following tables set forth our results of operations for the six months ended June 30, 2023 and 2022. See the below subsection titled "*Other Financial Data and Key Ratios — Non-IFRS Financial Measures*" for a reconciliation of the Non-IFRS measures included in the table to the most directly comparable IFRS financial performance measure.

	Six Months Ended			
	June 30, 2023	June 30, 2022	$ Change	% Change
Net production				
Natural gas (MMcf)	131,868	127,398	4,470	4%
NGLs (MBbls)	2,981	2,601	380	15%
Oil (MBbls)	738	786	(48)	(6)%
Total production (MBoe)	**25,697**	**24,620**	**1,077**	**4%**
Average daily production (Boepd)	141,972	136,022	5,950	4%
% Natural gas (Boe basis)	86%	86%		
Average realized sales price				
(excluding impact of derivatives settled in cash)				
Natural gas (Mcf)	$ 2.54	$ 5.71	$ (3.17)	(56)%
NGLs (Bbls)	22.53	41.46	(18.93)	(46)%
Oil (Bbls)	73.57	100.28	(26.71)	(27)%
Total (Boe)	**$ 17.75**	**$ 37.12**	**$ (19.37)**	**(52)%**
Average realized sales price				
(including impact of derivatives settled in cash)				
Natural gas (Mcf)	$ 2.96	$ 2.68	$ 0.28	10%
NGLs (Bbls)	23.39	16.61	6.78	41%
Oil (Bbls)	68.44	76.24	(7.80)	(10)%
Total (Boe)	**$ 19.87**	**$ 18.08**	**$ 1.79**	**10%**
Revenue (*in thousands*)				
Natural gas	$ 334,588	$ 727,152	$ (392,564)	(54)%
NGLs	67,159	107,846	(40,687)	(38)%
Oil	54,294	78,817	(24,523)	(31)%
Total commodity revenue	**$ 456,041**	**$ 913,815**	**$ (457,774)**	**(50)%**
Midstream revenue	16,662	16,602	60	—%
Other revenue	14,602	3,111	11,491	369%
Total revenue	**$ 487,305**	**$ 933,528**	**$ (446,223)**	**(48)%**
Gain (loss) on derivative settlements				
(*in thousands*)				
Natural gas	$ 55,741	$ (385,186)	$ 440,927	(114)%
NGLs	2,569	(64,654)	67,223	(104)%
Oil	(3,785)	(18,891)	15,106	(80)%
Net gain (loss) on commodity derivative settlements[(1)]	**$ 54,525**	**$ (468,731)**	**$ 523,256**	**(112)%**
Total Revenue, Inclusive of Settled Hedges	**$ 541,830**	**$ 464,797**	**$ 77,033**	**17%**
Per Boe Metrics				
Average realized sales price				
(including impact of derivatives settled in cash)	$ 19.87	$ 18.08	$ 1.79	10%
Other revenue	1.22	0.80	0.42	53%
LOE	(4.34)	(3.32)	(1.02)	31%
Midstream operating expense	(1.34)	(1.35)	0.01	(1)%

	Six Months Ended			
	June 30, 2023	June 30, 2022	$ Change	% Change
Employees, administrative costs and professional services	(1.50)	(1.47)	(0.03)	2%
Production taxes	(1.22)	(1.37)	0.15	(11)%
Transportation expense	(1.94)	(2.34)	0.40	(17)%
Proceeds received for leasehold sales	0.27	0.06	0.21	350%
Adjusted EBITDA per Boe	**11.02**	**$ 9.09**	**$ 1.93**	**21%**
Adjusted EBITDA Margin	52%	48%		
Other financial metrics (*in thousands*)				
Adjusted EBITDA	$282,864	$ 223,760	$ 59,104	26%
Operating profit (loss)	$909,656	$(1,177,133)	$2,086,789	(177)%
Net income (loss)	$630,932	$ (935,250)	$1,566,182	(167)%

(1) Net gain (loss) on commodity derivative settlements represents cash (paid) or received on commodity derivative contracts. This excludes settlements on foreign currency and interest rate derivatives as well as the gain (loss) on fair value adjustments for unsettled financial instruments for each of the periods presented.

Production, Revenue and Hedging

Total revenue in the six months ended June 30, 2023 of $487 million decreased 48% from $934 million reported for the six months ended June 30, 2022, primarily due to a 52% decrease in the average realized sales price slightly offset by 4% higher production. Including commodity hedge settlement gains of $55 million and losses of $469 million in the six months ended June 30, 2023 and 2022, respectively, Total Revenue, inclusive of settled hedges, increased by 17% to $542 million in the six months ended June 30, 2023 from $465 million in the six months ended June 30, 2022.

During the current year's low commodity price environment we have benefited from our ability to opportunistically elevate our hedge floor during last year's elevated commodity market cycle. This enhancement in our weighted-average hedged floor helped drive a $29 million increase in Total Revenue, inclusive of settled hedges. In addition to our pricing uplift, we also generated an additional $36 million in Total Revenue, inclusive of settled hedges, through increases in production. We sold approximately 25,697 MBoe in the six months ended June 30, 2023 versus approximately 24,620 MBoe in the six months ended June 30, 2022. This increase in volumes sold was due to the March 2023 Tanos II acquisition as well as the integration of production from the East Texas and ConocoPhillips acquisitions which occurred in April and September 2022, respectively.

The following table summarizes average commodity prices for the periods presented with Henry Hub on a per Mcf basis and Mont Belvieu and WTI on a per Bbl basis:

	Six Months Ended			
	June 30, 2023	June 30, 2022	$ Change	% Change
Henry Hub	$ 2.76	$ 6.06	$ (3.30)	(54)%
Mont Belvieu	34.28	59.43	(25.15)	(42)%
WTI	74.96	99.00	(24.04)	(24)%

Refer to Note 4 in the Notes to the Interim Condensed Consolidated Financial Statements found elsewhere in this registration statement for additional information regarding acquisitions.

Commodity Revenue

The following table reconciles the change in commodity revenue (excluding the impact of hedges settled in cash) for the six months ended June 30, 2023 by reflecting the effect of changes in volume and in the underlying prices:

	Natural Gas	NGLs	Oil	Total
		(in thousands)		
Commodity revenue for the six months ended June 30, 2022	**$ 727,152**	**$107,846**	**$ 78,817**	**$ 913,815**
Volume increase (decrease)	25,524	15,755	(4,813)	36,466
Price increase (decrease)	(418,088)	(56,442)	(19,710)	(494,240)
Net increase (decrease)	(392,564)	(40,687)	(24,523)	(457,774)
Commodity revenue for the six months ended June 30, 2023	**$ 334,588**	**$ 67,159**	**$ 54,294**	**$ 456,041**

To manage our cash flows in a volatile commodity price environment and as required by our SPV-level asset backed securities, we utilize derivative contracts that allow us to fix the per unit sales prices for approximately 80% of our production over the next twelve months. The tables below set forth the commodity hedge impact on commodity revenue, excluding and including cash received for commodity hedge settlements with natural gas on a per Mcf basis and NGLs and oil on a per Bbl basis:

	Six Months Ended June 30, 2023							
	Natural Gas		NGLs		Oil		Total Commodity	
	Revenue	Realized $	Revenue	Realized $	Revenue	Realized $	Revenue	Realized $
			(in thousands, except per unit data)					
Excluding hedge impact	**$334,588**	**$2.54**	**$67,159**	**$22.53**	**$54,294**	**$73.57**	**$456,041**	**$17.75**
Commodity hedge impact	55,741	0.42	2,569	0.86	(3,785)	(5.13)	54,525	2.12
Including hedge impact	**$390,329**	**$2.96**	**$69,728**	**$23.39**	**$50,509**	**$68.44**	**$510,566**	**$19.87**

	Six Months Ended June 30, 2022							
	Natural Gas		NGLs		Oil		Total Commodity	
	Revenue	Realized $	Revenue	Realized $	Revenue	Realized $	Revenue	Realized $
			(in thousands, except per unit data)					
Excluding hedge impact	**$ 727,152**	**$ 5.71**	**$107,846**	**$ 41.46**	**$ 78,817**	**$100.28**	**$ 913,815**	**$ 37.12**
Commodity hedge impact	(385,186)	(3.03)	(64,654)	(24.85)	(18,891)	(24.04)	(468,731)	(19.04)
Including hedge impact	**$ 341,966**	**$ 2.68**	**$ 43,192**	**$ 16.61**	**$ 59,926**	**$ 76.24**	**$ 445,084**	**$ 18.08**

Refer to Note 7 in the Notes to the Interim Condensed Consolidated Financial Statements found elsewhere in this registration statement for additional information regarding derivative financial instruments.

Expenses

	Six Months Ended							
	June 30, 2023	Per Per Boe	June 30, 2022	Per Per Boe	Total Change $	Total Change %	Per Boe Change $	Per Boe Change %
			(in thousands, except per unit data)					
LOE[1]	$ 111,637	$ 4.34	$ 81,776	$ 3.32	$29,861	37%	$ 1.02	31%
Production taxes[2]	31,307	1.22	33,878	1.37	(2,571)	(8)%	(0.15)	(11)%
Midstream operating expense[3]	34,391	1.34	33,156	1.35	1,235	4%	(0.01)	(1)%
Transportation expense[4]	49,964	1.94	57,547	2.34	(7,583)	(13)%	(0.40)	(17)%
Total operating expense	**$227,299**	**$ 8.84**	**$206,357**	**$ 8.38**	**$20,942**	**10%**	**$ 0.46**	**5%**

	Six Months Ended							
	June 30, 2023	Per Per Boe	June 30, 2022	Per Per Boe	Total Change $	Total Change %	Per Boe Change $	Per Boe Change %
	(in thousands, except per unit data)							
Employees, administrative costs and professional services[5]	38,497	1.50	36,245	1.47	2,252	6%	0.03	2%
Costs associated with acquisitions[6]	8,866	0.35	6,935	0.28	1,931	28%	0.07	25%
Other adjusting costs[7]	3,376	0.13	67,033	2.72	(63,657)	(95)%	(2.59)	(95)%
Non-cash equity compensation[8]	4,417	0.17	4,069	0.17	348	9%	—	—%
Total operating and G&A expense	**$282,455**	**$10.99**	**$320,639**	**$13.02**	**$(38,184)**	**(12)%**	**$(2.03)**	**(16)%**
Depreciation, depletion and amortization	115,036	4.48	118,480	4.81	(3,444)	(3)%	(0.33)	(7)%
Total expenses	**$397,491**	**$15.47**	**$439,119**	**$17.83**	**$(41,628)**	**(9)%**	**$(2.36)**	**(13)%**

(1) LOE includes costs incurred to maintain producing properties. Such costs include direct and contract labor, repairs and maintenance, water hauling, compression, automobile, insurance, and materials and supplies expenses.

(2) Production taxes include severance and property taxes. Severance taxes are generally paid on produced natural gas, NGLs and oil production at fixed rates established by federal, state or local taxing authorities. Property taxes are generally based on the taxing jurisdictions' valuation of the Company's natural gas and oil properties and midstream assets.

(3) Midstream operating expenses are daily costs incurred to operate the Company's owned midstream assets inclusive of employee and benefit expenses.

(4) Transportation expenses are daily costs incurred from third-party systems to gather, process and transport the Company's natural gas, NGLs and oil.

(5) Employees, administrative costs and professional services includes payroll and benefits for our administrative and corporate staff, costs of maintaining administrative and corporate offices, costs of managing our production operations, franchise taxes, public company costs, fees for audit and other professional services and legal compliance.

(6) We generally incur costs related to the integration of acquisitions, which will vary for each acquisition. For acquisitions considered to be a business combination, these costs include transaction costs directly associated with a successful acquisition transaction. These costs also include costs associated with transition service arrangements where we pay the seller of the acquired entity a fee to handle various G&A functions until we have fully integrated the assets onto our systems. In addition, these costs include costs related to integrating IT systems and consulting as well as internal workforce costs directly related to integrating acquisitions into our system.

(7) Other adjusting costs for the six months ended June 30, 2023 primarily consisted of expenses associated with an unused firm transportation agreement and legal and professional fees related to internal audit and financial reporting. Other adjusting costs for the six months ended June 30, 2022 primarily consisted of $28,345 in contract terminations which will allow the Company to obtain more favorable pricing in the future and $31,099 in costs associated with deal breakage and/or sourcing costs for acquisitions.

(8) Non-cash equity compensation reflects the expense recognition related to share-based compensation provided to certain key members of the management team.

Operating Expenses

We experienced an increase in per unit operating expense of 5%, or $0.46 per Boe, resulting from:

- Higher per Boe LOE that rose 31%, or $1.02 per Boe, resulting from increases in costs from the assets acquired in the Central Region, which carry a higher unit cost and revenue per unit of production profile, assets from plugging acquisitions and inflationary pressures;

Partially offsetting the per unit increase were decreases due to:

- Lower per Boe production taxes that declined 11%, or $0.15 per Boe, primarily attributable to a decrease in severance taxes as a result of a decrease in unhedged revenue due to lower commodity prices; and
- Lower per Boe transportation expense that declined 17%, or $0.40 per Boe, primarily related to decreases in commodity price linked components of third-party midstream rates and costs.

General and Administrative Expense

G&A expense decreased due to:

- A decrease in other adjusting costs due to the comparatively limited transactional activity during 2023 when compared to June 30, 2022. From time to time we incur costs associated with potential acquisitions. These costs include deposits, rights of first refusal, option agreement costs and other acquisition related payments which can include hedging costs incurred in connection with the potential acquisitions. At times, due to changing macro-economic conditions, commodity price volatility and/or findings observed during our deal diligence efforts, we incur expenses such as breakage and/or deal sourcing fees. In 2021, we paid $25 million in costs associated with a potential acquisition and, due to decisions we made in the first quarter of 2022, we terminated the transaction and wrote off this $25 million in certain acquisition related costs related to these items. During 2022, we also incurred an additional $6 million in costs of this nature. These transactions were classified as other adjusting costs.
- In February 2022, we paid $28 million to terminate a fixed-price purchase contract associated with certain Barnett volumes acquired during the Blackbeard acquisition. The contract extended through March 2024 and, as a result of the termination, we realized more favorable pricing over this period. This transaction also positioned us to refinance these assets as part of the ABS IV financing arrangement and allowed us to enhance our liquidity by eliminating the need for a $20 million letter of credit on our Credit Facility. This transaction was classified in other adjusting costs.

Partially offsetting the decrease were increases due to:

- Employees, administrative costs and professional services increased due to investments made in staff and systems to support our enlarged operation. On a per Boe basis, these costs increased 2%, or 0.03 per Boe.
- An increase in costs associated with acquisitions during 2023 when compared to June 30, 2022 was primarily due to costs related to the integration of the Tanos II acquisition, completion of non-core asset sales and the related diligence for each of these transactions.

Other Expenses

Depreciation, depletion and amortization (“DD&A”) decreased due to:

- Lower depletion expense due to an increase in our reserve estimates driven primarily by changes in commodity prices year-over-year.

Partially offset by:

- Higher depreciation expense attributable to an increase of property, plant & equipment resulting from acquisitions and maintenance capital expenditures.

Refer to Note 29 in the Notes to the Consolidated Financial Statements and Note 4 in the Notes to the Interim Condensed Consolidated Financial Statements found elsewhere in this registration statement for additional information regarding reserves and acquisitions, respectively.

Derivative Financial Instruments

We recorded the following gain (loss) on derivative financial instruments in the Consolidated Statement of Comprehensive Income for the periods presented:

	Six Months Ended			
	June 30, 2023	June 30, 2022	$ Change	% Change
	(in thousands)			
Net gain (loss) on commodity derivatives settlements[1]	$ 54,525	$ (468,731)	$ 523,256	(112)%
Net gain (loss) on interest rate swaps[1]	(2,824)	828	(3,652)	(441)%
Gain (loss) on foreign currency hedges[1]	(521)	—	(521)	(100)%
Total gain (loss) on settled derivative instruments	**$ 51,180**	**$ (467,903)**	**$ 519,083**	**(111)%**
Gain (loss) on fair value adjustments of unsettled financial instruments[2]	760,933	(1,205,938)	1,966,871	(163)%
Total gain (loss) on derivative financial instruments	**$812,113**	**$(1,673,841)**	**$2,485,954**	**(149)%**

(1) Represents the cash settlement of hedges that settled during the period.

(2) Represents the change in fair value of financial instruments net of removing the carrying value of hedges that settled during the period.

For the six months ended June 30, 2023, the total gain on derivative financial instruments of $812 million increased by $2,486 million compared to a loss of $1,674 million in the six months ended June 30, 2022. Adjusting our unsettled derivative contracts to their fair values drove a gain of $761 million in the six months ended June 30, 2023, an increase of $1,967 million, when compared to a loss of $1,206 million in the six months ended June 30, 2022. While this gain certainly reflects the decrease in commodity markets in relation to our hedge floor, the magnitude of the loss is amplified due to the increase in the size of our long-dated hedge portfolio, which has increased meaningfully with the addition of ABS VI in October 2022. The percentage of our long-term future production hedged increases with each additional ABS transaction and can extend through the life of the note. While the change in fair value is significant and reflective of lower prices on the forward price curve, we use derivative contracts to insulate our cash flow from commodity price volatility.

For the six months ended June 30, 2023, the total cash gain on settled derivative instruments was $51 million, an increase of $519 million over the six months ended June 30, 2022. The gain on settled derivative instruments relates to lower commodity market prices than those we secured through our derivative contracts. With consistent cash flows central to our strategy, we routinely hedge at levels that, based on our operating and overhead costs, provide a significant Adjusted EBITDA Margin even if it means forgoing potential price upside.

Refer to Note 7 in the Notes to the Interim Condensed Consolidated Financial Statements found elsewhere in this registration statement for additional information regarding derivative financial instruments.

Finance Costs

	Six Months Ended			
	June 30, 2023	June 30, 2022	$ Change	% Change
	(in thousands)			
Interest expense, net of capitalized and income amounts[1]	$58,768	$33,322	$25,446	76%
Amortization of discount and deferred finance costs	8,968	5,797	3,171	55%
Other	—	43	(43)	(100)%
Total finance costs	**$67,736**	**$39,162**	**$28,574**	**73%**

(1) Includes payments related to borrowings and leases.

For the six months ended June 30, 2023, interest expense of $59 million increased by $25 million compared to $33 million in the six months ended June 30, 2022, primarily due to the increase in borrowings to fund our 2023 acquisitions as well as the incurrence of a full year of interest on borrowings associated with the 2022 acquisitions. Offsetting these borrowing related increases was a decrease in interest expense for repaid principal of $153 million on the ABS Notes and Term Loan I as these borrowings are repaid monthly due to their amortizing structures.

As of June 30, 2023 and 2022, total borrowings were $1,555 million and $1,381 million, respectively. For the period ended June 30, 2023, the weighted average interest rate on borrowings was 6.19% as compared to 5.38% as of June 30, 2022. This increase resulted from a change in the mix of our financing year-over-year as well as the rising interest rate environment. As of June 30, 2023, 82% of our borrowings were in fixed-rate, hedge-protected, amortizing ABS structures as compared to June 30, 2022 when 99% of our borrowings were in fixed-rate structures.

Refer to Notes 4 and 11 in the Notes to the Interim Condensed Consolidated Financial Statements found elsewhere in this registration statement for additional information regarding acquisitions and borrowings, respectively.

Taxation

The effective tax rate is calculated on the face of the Statement of Comprehensive Income by dividing the amount of recorded income tax benefit (expense) by the income (loss) before taxation as follows:

	Six Months Ended			
	June 30, 2023	June 30, 2022	$ Change	% Change
	(in thousands)			
Income (loss) before taxation	**$ 828,256**	**$(1,230,127)**	**$2,058,383**	**(167)%**
Income tax benefit (expense)	(197,324)	294,877	(492,201)	(167)%
Effective tax rate	**23.8%**	**24.0%**		

The differences between the statutory U.S. federal income tax rate and the effective tax rates are summarized as follows:

	Six Months Ended	
	June 30, 2023	June 30, 2022
	(in thousands)	
Expected tax at statutory U.S. federal income tax rate	21.0%	21.0%
State income taxes, net of federal tax benefit	3.0%	3.0%
Other, net	(0.2)%	—%
Effective tax rate	**23.8%**	**24.0%**

Income tax benefit (expense) is recognized based on management's estimate of the weighted average effective annual income tax rate expected for the full financial year. The estimated average annual tax rate used for the six months ended June 30, 2023 was 23.8%, compared to 24.0% for the six months ended June 30, 2022. For the six months ended June 30, 2023, we reported a tax expense of $197 million, a change of $492 million, compared to a benefit of $295 million in 2022 which was a result of the change in the income before taxation. The resulting effective tax rates for the six months ended June 30, 2023 and 2022 were 23.8% and 24.0%, respectively. Refer to the following section for additional information regarding period-over-period changes in income (loss) before taxation.

Operating Profit, Net Income, EPS, and Adjusted EBITDA

	Six Months Ended			
	June 30, 2023	June 30, 2022	$ Change	% Change
	(in thousands, except per unit data)			
Operating profit (loss)	$909,656	$(1,177,133)	$2,086,789	(177)%
Net income (loss)	630,932	(935,250)	1,566,182	(167)%
Adjusted EBITDA	282,864	223,760	59,104	26%
Earnings (loss) per share – basic	$ 0.68	$ (1.10)	$ 1.78	(162)%
Earnings (loss) per share – diluted	$ 0.67	$ (1.10)	$ 1.77	(161)%

For the six months ended June 30, 2023, we reported net income of $631 million and diluted earnings per share of $0.67 compared to net loss of $935 million and loss per share of $1.10 in 2022, a decrease of 167% and 162%, respectively. We also reported an operating profit of $910 million compared with an operating loss of $1,177 million for the six months ended June 30, 2023 and 2022, respectively. This year-over-year increase in net income was primarily attributable to an increase of $1,967 million in the mark-to-market valuation adjustment to $761 million in 2023 from a $1,206 million loss in 2022.

Additional adjustments for DD&A, interest, and taxes resulted in Adjusted EBITDA of $283 million for the six months ended June 30, 2023 compared to $224 million for the six months ended June 30, 2022, representing an increase of 26%. The increase in this metric is primarily a result of our accretive growth through acquisitions year-over-year.

See the below subsection titled "*Other Financial Data and Key Ratios — Non-IFRS Financial Measures*" for a reconciliation of the Non-IFRS measures to the most directly comparable IFRS financial performance measure.

Year Ended December 31, 2022 Compared to Year Ended December 31, 2021 and Year Ended December 31, 2021 Compared to Year Ended December 31, December 31, 2020

The following tables set forth our results of operations for the years ended December 31, 2022, 2021 and 2020. See the below subsection titled "*Other Financial Data and Key Ratios — Non-IFRS Financial Measures*" for a reconciliation of the Non-IFRS measures included in the table to the most directly comparable IFRS financial performance measure.

	Year Ended						
	December 31, 2022	December 31, 2021	December 31, 2020	$ Change 2022 – 2021	% Change 2022 – 2021	$ Change 2021 – 2020	% Change 2021 – 2020
Net production							
Natural gas (MMcf)	255,597	234,643	199,667	20,954	9%	34,976	18%
NGLs (MBbls)	5,200	3,558	2,843	1,642	46%	715	25%
Oil (MBbls)	1,554	592	417	962	163%	175	42%
Total production (MBoe)	**49,354**	**43,257**	**36,538**	**6,097**	**14%**	**6,719**	**18%**
Average daily production (Boepd)	135,216	118,512	99,831	16,704	14%	18,681	19%
% Natural gas (Boe basis)	86%	90%	91%				
Average realized sales price							
(excluding impact of derivatives settled in cash)							
Natural gas (Mcf)	$ 6.04	$ 3.49	$ 1.72	$ 2.55	73%	$ 1.77	103%
NGLs (Bbls)	36.29	32.53	8.15	3.76	12%	24.38	299%
Oil (Bbls)	89.85	65.26	36.12	24.59	38%	29.14	81%
Total (Boe)	**$ 37.95**	**$ 22.50**	**$ 10.45**	**$ 15.45**	**69%**	**$ 12.05**	**115%**

	Year Ended						
	December 31, 2022	December 31, 2021	December 31, 2020	$ Change 2022 – 2021	% Change 2022 – 2021	$ Change 2021 – 2020	% Change 2021 – 2020
Average realized sales price							
(including impact of derivatives settled in cash)							
Natural gas (Mcf)	$ 2.98	$ 2.36	$ 2.33	$ 0.62	26%	$ 0.03	1%
NGLs (Bbls)	19.84	15.52	13.95	4.32	28%	1.57	11%
Oil (Bbls)	72.00	71.68	52.97	0.32	—%	18.71	35%
Total (Boe)	**$ 19.80**	**$ 15.08**	**$ 14.40**	**$ 4.72**	**31%**	**$ 0.68**	**5%**
Revenue *(in thousands)*							
Natural gas	$1,544,658	$ 818,726	$343,425	$ 725,932	89%	$ 475,301	138%
NGLs	188,733	115,747	23,173	72,986	63%	92,574	399%
Oil	139,620	38,634	15,064	100,986	261%	23,570	156%
Total commodity revenue	**$1,873,011**	**$ 973,107**	**$381,662**	**$ 899,904**	**92%**	**$ 591,445**	**155%**
Midstream revenue	32,798	31,988	25,389	810	3%	6,599	26%
Other revenue	13,540	2,466	1,642	11,074	449%	824	50%
Total revenue	**$1,919,349**	**$1,007,561**	**$408,693**	**$ 911,788**	**90%**	**$ 598,868**	**147%**
Gain (loss) on derivative settlements *(in thousands)*							
Natural gas	$ (782,525)	$ (263,929)	$121,077	$(518,596)	196%	$(385,006)	(318)%
NGLs	(85,549)	(60,530)	16,498	(25,019)	41%	(77,028)	(467)%
Oil	(27,728)	3,803	7,025	(31,531)	(829)%	(3,222)	(46)%
Net gain (loss) on commodity derivative settlements[(1)]	**$ (895,802)**	**$ (320,656)**	**$144,600**	**$(575,146)**	**179%**	**$(465,256)**	**(322)%**
Total Revenue, inclusive of settled hedges	**$1,023,547**	**$ 686,905**	**$553,293**	**$ 336,642**	**49%**	**$ 133,612**	**24%**
Per Boe Metrics							
Average realized sales price							
(including impact of derivatives settled in cash)	$ 19.80	$ 15.08	$ 14.40	$ 4.72	31%	$ 0.68	5%
Other revenue	0.94	0.80	0.74	0.14	18%	0.06	8%
LOE	(3.70)	(2.76)	(2.53)	(0.94)	34%	(0.23)	9%
Midstream operating expense	(1.44)	(1.40)	(1.45)	(0.04)	3%	0.05	(3)%
Employees, administrative costs and professional services	(1.56)	(1.31)	(1.29)	(0.25)	19%	(0.02)	2%
Recurring allowance for credit losses	—	0.10	(0.04)	(0.10)	(100)%	0.14	(350)%
Production taxes	(1.50)	(0.71)	(0.38)	(0.79)	111%	(0.33)	87%
Transportation expense	(2.39)	(1.86)	(1.24)	(0.53)	28%	(0.62)	50%
Proceeds received for leasehold sales	0.05	—	—	0.05	100%	—	—%
Adjusted EBITDA per Boe	**$ 10.20**	**$ 7.94**	**$ 8.21**	**$ 2.26**	**28%**	**$ (0.27)**	**(3)%**
Adjusted EBITDA Margin	49%	50%	54%				

	Year Ended						
	December 31, 2022	December 31, 2021	December 31, 2020	$ Change 2022 – 2021	% Change 2022 – 2021	$ Change 2021 – 2020	% Change 2021 – 2020
Other financial metrics *(in thousands)*							
Adjusted EBITDA	$ 502,954	$ 343,145	$300,590	$ 159,809	47%	$ 42,555	14%
Operating profit (loss)	$(671,403)	$(467,064)	$ (77,568)	$(204,339)	44%	$(389,496)	502%
Net income (loss)	$(620,598)	$(325,206)	$ (23,474)	$(295,392)	91%	$(301,732)	1,285%

(1) Net gain (loss) on commodity derivative settlements represents cash (paid) or received on commodity derivative contracts. This excludes settlements on foreign currency and interest rate derivatives as well as the gain (loss) on fair value adjustments for unsettled financial instruments for each of the periods presented.

Production, Revenue and Hedging

2022 vs 2021

Total revenue in the year ended December 31, 2022 of $1,919 million increased 90% from $1,008 million reported for the year ended December 31, 2021, primarily due to a 69% increase in the average realized sales price and 14% higher production. Including commodity hedge settlement losses of $896 million and losses of $321 million in 2022 and 2021, respectively, Total Revenue, inclusive of settled hedges, increased by 49% to $1,024 million in 2022 from $687 million in 2021.

While the elevated commodity price environment experienced in 2022 played a role in our improved revenues on our unhedged production, we primarily benefited in this market through our ability to opportunistically elevate our hedge floor by 22% year-over-year on hedged volumes. This enhancement in our weighted-average hedged floor helped drive a $135 million increase in Total Revenue, inclusive of settled hedges. In addition to our pricing uplift, we also generated an additional $189 million in Total Revenue, inclusive of settled hedges, through increases in production. We sold approximately 49,354 MBoe in 2022 versus approximately 43,257 MBoe in 2021. This increase in volumes sold was due to the integration of a full year of production from the 2021 Central Region acquisitions as well as the East Texas and ConocoPhillips acquisitions which occurred in April and September 2022, respectively.

2021 vs 2020

Total revenue in the year ended December 31, 2021 of $1,008 million increased 147% from $409 million reported for the year ended December 31, 2020, primarily due to a 115% increase in the average realized sales price of our production and 18% higher production volumes. Including commodity hedge settlement losses of $321 million and gains of $145 million in 2021 and 2020, respectively, Total Revenue, inclusive of settled hedges, increased by 24% to $687 million in 2021 from $553 million in 2020.

Higher average realized sales prices in 2021 contributed $25 million in additional Total Revenue, inclusive of settled hedges, for the year ended December 31, 2021. The majority of the increase in Total Revenue, inclusive of settled hedges or $101 million, was driven by added production volumes. We produced approximately 43,257 MBoe in 2021 versus approximately 36,538 MBoe in 2020. The increase in volumes was primarily due to the full integration of the assets acquired in May 2020 in connection with the Carbon and EQT acquisitions and the assets acquired in May, July and August 2021, respectively, in connection with the Indigo, Blackbeard and Tanos acquisitions, as well as approximately one month of production from the assets acquired in December 2021 in connection with the Tapstone Acquisition.

The following table summarizes average commodity prices for the periods presented with Henry Hub on a per Mcf basis and Mont Belvieu and WTI on a per Bbl basis:

	Year Ended						
	December 31, 2022	December 31, 2021	December 31, 2020	$ Change 2022 – 2021	% Change 2022 – 2021	$ Change 2021 – 2020	% Change 2021 – 2020
Henry Hub	$ 6.62	$ 3.84	$ 2.08	$ 2.78	72%	$ 1.76	85%
Mont Belvieu	51.04	47.49	21.85	3.55	7%	25.64	117%
WTI	93.53	68.26	39.61	25.27	37%	28.65	72%

Refer to Note 5 in the Notes to the Consolidated Financial Statements for additional information regarding acquisitions.

Commodity Revenue

The following table reconciles the change in commodity revenue (excluding the impact of hedges settled in cash) by reflecting the effect of changes in volume and in the underlying prices:

	Natural Gas	NGLs	Oil	Total
		(In thousands)		
Commodity revenue for the year ended December 31, 2019	**$ 384,121**	**$ 33,685**	**$ 20,474**	**$ 438,280**
Volume increase (decrease)	76,900	432	503	77,835
Price increase (decrease)	(117,596)	(10,944)	(5,913)	(134,453)
Net increase (decrease)	(40,696)	(10,512)	(5,410)	(56,618)
Commodity revenue for the year ended December 31, 2020	**$ 343,425**	**$ 23,173**	**$ 15,064**	**$ 381,662**
Volume increase (decrease)	60,159	5,827	6,321	72,307
Price increase (decrease)	415,142	86,747	17,249	519,138
Net increase (decrease)	475,301	92,574	23,570	591,445
Commodity revenue for the year ended December 31, 2021	**$ 818,726**	**$115,747**	**$ 38,634**	**$ 973,107**
Volume increase (decrease)	73,129	53,414	62,780	189,323
Price increase (decrease)	652,803	19,572	38,206	710,581
Net increase (decrease)	725,932	72,986	100,986	899,904
Commodity revenue for the year ended December 31, 2022	**$1,544,658**	**$188,733**	**$139,620**	**$1,873,011**

To manage our cash flows in a volatile commodity price environment and as required by our SPV-level asset backed securities, we utilize derivative contracts which allow us to fix the sales prices at a per unit level for approximately 90% of our production to mitigate commodity risk. The tables below set forth the commodity hedge impact on commodity revenue, excluding and including cash received for commodity hedge settlements with natural gas on a per Mcf basis and NGLs and oil on a per Bbl basis:

	Year Ended December 31, 2022							
	Natural Gas		NGLs		Oil		Total Commodity	
	Revenue	Realized $	Revenue	Realized $	Revenue	Realized $	Revenue	Realized $
			(in thousands, except per unit data)					
Excluding hedge impact	**$1,544,658**	**$ 6.04**	**$188,733**	**$ 36.29**	**$139,620**	**$ 89.85**	**$1,873,011**	**$ 37.95**
Commodity hedge impact	(782,525)	(3.06)	(85,549)	(16.45)	(27,728)	(17.85)	(895,802)	(18.15)
Including hedge impact	**$ 762,133**	**$ 2.98**	**$103,184**	**$ 19.84**	**$111,892**	**$ 72.00**	**$ 977,209**	**$ 19.80**

	Year Ended December 31, 2021							
	Natural Gas		NGLs		Oil		Total Commodity	
	Revenue	Realized $	Revenue	Realized $	Revenue	Realized $	Revenue	Realized $
	(in thousands, except per unit data)							
Excluding hedge impact	**$ 818,726**	**$ 3.49**	**$115,747**	**$ 32.53**	**$38,634**	**$65.26**	**$ 973,107**	**$22.50**
Commodity hedge impact	(263,929)	(1.13)	(60,530)	(17.01)	3,803	6.42	(320,656)	(7.42)
Including hedge impact	**$ 554,797**	**$ 2.36**	**$ 55,217**	**$ 15.52**	**$42,437**	**$71.68**	**$ 652,451**	**$15.08**

	Year Ended December 31, 2020							
	Natural Gas		NGLs		Oil		Total Commodity	
	Revenue	Realized $	Revenue	Realized $	Revenue	Realized $	Revenue	Realized $
	(in thousands, except per unit data)							
Excluding hedge impact	**$343,425**	**$1.72**	**$23,173**	**$ 8.15**	**$15,064**	**$36.12**	**$381,662**	**$10.45**
Commodity hedge impact	121,077	0.61	16,498	5.80	7,025	16.85	144,600	3.95
Including hedge impact	**$464,502**	**$2.33**	**$39,671**	**$13.95**	**$22,089**	**$52.97**	**$526,262**	**$14.40**

Refer to Note 13 in the Notes to the Consolidated Financial Statements for additional information regarding derivative financial instruments.

Expenses

	Year Ended													
							Total Change 2022 – 2021		Per Boe Change 2022 – 2021		Total Change 2021 – 2020		Per Boe Change 2021 – 2020	
(In thousands, except per unit data)	December 31, 2022	Per Boe	December 31, 2021	Per Boe	December 31, 2020	Per Boe	$	%	$	%	$	%	$	%
LOE[1]	$182,817	$ 3.70	$119,594	$ 2.76	$ 92,288	$ 2.53	$ 63,223	53%	$ 0.94	34%	$ 27,306	30%	$ 0.23	9%
Production taxes[2]	73,849	1.50	30,518	0.71	13,705	0.38	43,331	142%	0.79	111%	16,813	123%	0.33	87%
Midstream operating expense[3]	71,154	1.44	60,481	1.40	52,815	1.45	10,673	18%	0.04	3%	7,666	15%	(0.05)	(3)%
Transportation expense[4]	118,073	2.39	80,620	1.86	45,155	1.24	37,453	46%	0.53	28%	35,465	79%	0.62	50%
Total operating expense	**$445,893**	**$ 9.03**	**$291,213**	**$ 6.73**	**$203,963**	**$ 5.58**	**$154,680**	**53%**	**$ 2.30**	**34%**	**$ 87,250**	**43%**	**$ 1.15**	**21%**
Employees, administrative costs and professional services[5]	77,172	1.56	56,812	1.31	47,181	1.29	20,360	36%	0.25	19%	9,631	20%	0.02	2%
Costs associated with acquisitions[6]	15,545	0.31	27,743	0.64	10,465	0.29	(12,198)	(44)%	(0.33)	(52)%	17,278	165%	0.35	121%
Other adjusting costs[7]	69,967	1.42	10,371	0.24	14,581	0.40	59,596	575%	1.18	492%	(4,210)	(29)%	(0.16)	(40)%
Non-cash equity compensation[8]	8,051	0.16	7,400	0.17	5,007	0.14	651	9%	(0.01)	(6)%	2,393	48%	0.03	21%
Total operating and G&A expense	**$616,628**	**$12.48**	**$393,539**	**$ 9.09**	**$281,197**	**$ 7.70**	**$223,089**	**57%**	**$ 3.39**	**37%**	**$112,342**	**40%**	**$ 1.39**	**18%**
Depreciation, depletion and amortization	222,257	4.50	167,644	3.88	117,290	3.21	54,613	33%	0.62	16%	50,354	43%	0.67	21%
Allowance for credit losses[9]	—	—	(4,265)	(0.10)	8,490	0.24	4,265	(100)%	0.10	(100)%	(12,755)	(150)%	(0.34)	(142)%
Total expenses	**$838,885**	**$16.98**	**$556,918**	**$12.87**	**$406,977**	**$11.14**	**$281,967**	**51%**	**$ 4.11**	**32%**	**$149,941**	**37%**	**$ 1.73**	**16%**

(1) LOE includes costs incurred to maintain producing properties. Such costs include direct and contract labor, repairs and maintenance, water hauling, compression, automobile, insurance, and materials and supplies expenses.

(2) Production taxes include severance and property taxes. Severance taxes are generally paid on produced natural gas, NGLs and oil production at fixed rates established by federal, state or local taxing authorities. Property taxes are generally based on the taxing jurisdictions' valuation of the Company's natural gas and oil properties and midstream assets.

(3) Midstream operating expenses are daily costs incurred to operate the Company's owned midstream assets inclusive of employee and benefit expenses.

(4) Transportation expenses are daily costs incurred from third-party systems to gather, process and transport the Company's natural gas, NGLs and oil.

(5) Employees, administrative costs and professional services includes payroll and benefits for our administrative and corporate staff, costs of maintaining administrative and corporate offices, costs of managing our production operations, franchise taxes, public company costs, fees for audit and other professional services and legal compliance.

(6) We generally incur costs related to the integration of acquisitions, which will vary for each acquisition. For acquisitions considered to be a business combination, these costs include transaction costs directly associated with a successful acquisition transaction. These costs also include costs associated with transition service arrangements where we pay the seller of the acquired entity a fee to handle various G&A functions until we have fully integrated the assets onto our systems. In addition, these costs include costs related to integrating IT systems and consulting as well as internal workforce costs directly related to integrating acquisitions into our system.

(7) Other adjusting costs include items that affect the comparability of results or that are not indicative of trends in the ongoing business. These costs consist of one time projects, contemplated transactions or financing arrangements, contract terminations, deal breakage and/or sourcing costs for acquisitions, and unused firm transportation.

(8) Non-cash equity compensation reflects the expense recognition related to share-based compensation provided to certain key members of the management team. Refer to Note 17 in the Notes to the Consolidated Financial Statements for additional information regarding non-cash share-based compensation.

(9) Allowance for credit losses consists of the recognition and reversal of credit losses. Refer to Note 14 in the Notes to the Consolidated Financial Statements for additional information regarding credit losses.

Operating Expenses

2022 vs 2021

We experienced increases in per unit operating expense of 34%, or $2.30 per Boe, during the year ended December 31, 2022 compared to 2021 resulting from:

- Higher per Boe LOE that increased 34%, or $0.94 per Boe, reflective of changes in our portfolio mix due to the higher cost structure of the Central Region and our growing presence there. This metric was also impacted by inflationary pressures, importantly however, even with an increase in unit cost, Adjusted EBITDA margins remained near 50% and reflect the higher revenues per unit of production we generated in the Central Region. The timing of changes in the portfolio mix has impacted this metric as well. During 2022 we had a full year of expenses from the acquired Indigo, Blackbeard, Tanos, and Tapstone assets acquired in May, July, August, and December 2021, respectively. In addition, we had additional costs from the East Texas Assets and ConocoPhillips assets acquired in April and September 2022, respectively.
- Higher per Boe production taxes that increased 111%, or $0.79 per Boe, were primarily attributable to an increase in severance taxes as a result of an increase in revenue due to higher commodity prices and sold volumes and an increase in property taxes related to the acquired Central Region assets given the difference in the regulatory environment; and
- Higher per Boe transportation expense resulting from increases in third-party midstream rates and changes in our cost mix year-over-year due to the higher transportation expense profile of the Central Region assets.
- Higher per Boe midstream operating expense that increased 3%, or $0.04 per Boe. This increase was driven by the growth in our midstream operations due to Central Region acquisitions as well as increases in our operating cost due to inflationary pressures.

2021 vs 2020

We experienced increases in per unit operating expense of 21%, or $1.15 per Boe, during the year ended December 31, 2021 compared to 2020 primarily as a result of:

- Higher per Boe LOE that increased 9%, or $0.23 per Boe, primarily as a result of increases in costs from the assets acquired in connection with the Indigo, Blackbeard, Tanos and Tapstone acquisitions;
- Higher per Boe production taxes that increased 87%, or $0.33 per Boe, primarily attributable to an increase in severance taxes as a result of an increase in unhedged revenue due to higher commodity prices and sold volumes and an increase in property taxes related to the assets acquired in connection with the Indigo, Blackbeard, Tanos and Tapstone acquisitions; and
- Higher per Boe transportation expense related to increases in third-party midstream rates and midstream costs related to the assets acquired in connection with the Indigo, Blackbeard, Tanos and Tapstone acquisitions.

Partially offsetting the per unit total operating expense increase was lower per Boe midstream operating expense that declined 3%, or $0.05 per Boe. While costs increased due to growth of our midstream workforce to service the additional midstream capabilities we gained as a result of the Carbon and EQT acquisitions in May 2020, the midstream costs are spread across a larger base of producing assets, including production from the assets acquired in connection with the Indigo, Blackbeard, Tanos and Tapstone acquisitions.

General and Administrative Expense

2022 vs 2021

G&A expense increased during the year ended December 31, 2022 compared to 2021 due to:

- Employees, administrative costs and professional services and non-cash equity compensation increased due to investments made in staff and systems to support our enlarged operation.
- Periodically, we incur costs associated with potential acquisitions that include deposits, rights of first refusal, option agreement costs and hedging costs incurred in connection with the potential acquisitions. At times, due to changing macro-economic conditions, commodity price volatility and/or findings observed during our deal diligence efforts, we incur expenses of this nature as breakage and/or deal sourcing fees. In 2021, we paid $25 million in costs associated with a potential acquisition and, due to decisions we made in the first quarter of 2022, we terminated the transaction and wrote off $25 million in certain acquisition related costs related to these items. During 2022, we also incurred an additional $6 million in costs of this nature. These transactions were classified as other adjusting costs.
- In February 2022, we paid $28 million to terminate a fixed-price purchase contract associated with certain Barnett volumes acquired during the Blackbeard acquisition. The contract extended through March 2024 and, as a result of the termination, we will realize more favorable pricing over this period. This transaction also positioned us to refinance these assets as part of the ABS IV financing arrangement and allowed us to enhance liquidity by eliminating the need for a $20 million letter of credit on our Credit Facility. This transaction was classified in other adjusting costs.

Partially offsetting these increases in G&A were decreases in costs during the year ended December 31, 2022 compared to 2021 due to:

- Lower costs associated with acquisitions during 2022 when compared to 2021, which was primarily due to the timing of acquisitions in 2022 compared to 2021 as well as variability in the extent of integration support needed amongst acquisitions. During 2022, costs consisted of the continued integration of the 2021 Central Region acquisitions, the April 2022 East Texas Assets acquisition, some initial integration costs incurred in connection with the September 2022 ConocoPhillips acquisition as well as expenses for other midstream and asset retirement related transactions. Expenses incurred in 2021 were primarily attributable to the completion of the integration of the Carbon and EQT acquisitions, which were acquired in May 2020, and the integration of the Indigo, Blackbeard, Tanos, and Tapstone acquisitions, which were acquired in 2021.

2021 vs 2020

G&A expense increased during the year ended December 31, 2021 compared to 2020 due to:

- Investments made in staff and systems to support our enlarged operations; and
- An increase in acquisition cost as a result of increased activity when compared to the prior year. During 2021, we incurred costs related to the integration of the assets acquired in May, July, August and December 2021, respectively, in connection with the Indigo, Blackbeard, Tanos and Tapstone acquisitions.

Other Expenses

2022 vs 2021

DD&A increased during the year ended December 31, 2022 compared to 2021 due to:

- Higher depreciation expense attributable to an increase of property, plant & equipment resulting from acquisitions and maintenance capital expenditures; and
- Higher depletion expense due to a 14% increase in production attributable to an increased number of producing wells from acquisitions.

Allowance for credit losses decreased during the year ended December 31, 2022 compared to 2021 due to:

- The impact on anticipated credit losses on joint interest owner receivables has a direct relationship with pricing and distributions to individual owners. As the pricing environment improved in 2022, the underlying well economics did as well, and as a result, in 2022, we were able to collect on receivables without the need to increase our existing reserves.

2021 vs 2020

Depreciation, depletion and amortization ("DD&A") increased during the year ended December 31, 2021 compared to 2020 due to:

- Higher depreciation expense attributable to an increase in property, plant and equipment resulting from acquisitions and maintenance capital expenditures; and
- Higher depletion expense due to an 18% increase in production attributable to an increased number of producing wells from acquisitions.

Allowance for credit losses decreased during the year ended December 31, 2021 compared to 2020 due to:

- The impact on anticipated credit losses on joint interest owner receivables of pricing due to the direct relationship with distributions to individual owners. As the pricing environment improved in 2021, the underlying well economics did as well, and as a result, in 2021, we were able to collect on many of our previously anticipated credit losses and improve the outlook of future collection.

Refer to Notes 5, 10, 11 and 13 in the Notes to the Consolidated Financial Statements for additional information regarding acquisitions, natural gas and oil properties, property, plant and equipment and derivative financial instruments, respectively.

Derivative Financial Instruments

We recorded the following gain (loss) on derivative financial instruments in the Consolidated Statement of Comprehensive Income for the periods presented:

	Year Ended						
(In thousands)	**December 31, 2022**	**December 31, 2021**	**December 31, 2020**	**$ Change 2022 – 2021**	**% Change 2022 – 2021**	**$ Change 2021 – 2020**	**% Change 2021 – 2020**
Net gain (loss) on commodity derivatives settlements[1]	$ (895,802)	$(320,656)	$ 144,600	$(575,146)	179%	$(465,256)	(322)%
Net gain (loss) on interest rate swaps[1]	(1,434)	(530)	(202)	(904)	171%	(328)	162%

(In thousands)	Year Ended December 31, 2022	December 31, 2021	December 31, 2020	$ Change 2022 – 2021	% Change 2022 – 2021	$ Change 2021 – 2020	% Change 2021 – 2020
Gain (loss) on foreign currency hedges[1]	—	(1,227)	—	1,227	(100)%	(1,227)	(100)%
Total gain (loss) on settled derivative instruments	**$ (897,236)**	**$(322,413)**	**$ 144,398**	**$(574,823)**	**178%**	**$(466,811)**	**(323)%**
Gain (loss) on fair value adjustments of unsettled financial instruments[2]	(861,457)	(652,465)	(238,795)	(208,992)	32%	(413,670)	173%
Total gain (loss) on derivative financial instruments	**$(1,758,693)**	**$(974,878)**	**$ (94,397)**	**$(783,815)**	**80%**	**$(880,481)**	**933%**

(1) Represents the cash settlement of hedges that settled during the period.

(2) Represents the change in fair value of financial instruments net of removing the carrying value of hedges that settled during the period.

2022 vs 2021

For the year ended December 31, 2022, the total loss on derivative financial instruments of $1,759 million increased by $784 million compared to a loss of $975 million in 2021. Adjusting our unsettled derivative contracts to their fair values drove a loss of $861 million in 2022, an increase of $209 million, when compared to a loss of $652 million in 2021. While this loss certainly reflects the increase in commodity markets in relation to our hedge floor, the magnitude of the loss is amplified due to the increase in the size of our long-dated hedge portfolio, which has increased meaningfully with the addition of four ABS issuances in 2022 that each contain long dated hedge portfolios that in some cases extend through the life of the note.

For the year ended December 31, 2022, the total cash loss on settled derivative instruments was $897 million, an increase of $575 million over 2021. The loss on settled derivative instruments relates to higher commodity market prices than we secured through our derivative contracts. With consistent cash flows central to our strategy, we routinely hedge at levels that, based on our operating and overhead costs, provide a healthy margin even if it means foregoing potential price upside.

2021 vs 2020

For the year ended December 31, 2021, the total loss on derivative financial instruments of $975 million increased by $880 million compared to a loss of $94 million in 2020. Adjusting our unsettled derivative contracts to their fair values drove a loss of $652 million in 2021, an increase of $414 million, when compared to a loss of $239 million in 2020.

For the year ended December 31, 2021, the total cash loss on settled derivative instruments was $322 million, a decrease of $467 million when compared to 2020. The loss on settled derivative instruments relates to higher commodity market prices than we secured through our derivative contracts.

Refer to Note 13 in the Notes to the Consolidated Financial Statements for additional information regarding derivative financial instruments.

Gain on Bargain Purchases

We recorded the following gain on bargain purchases in the Consolidated Statement of Comprehensive Income for the periods presented:

(In thousands)	Year Ended December 31, 2022	December 31, 2021	December 31, 2020	$ Change 2022 – 2021	% Change 2022 – 2021	$ Change 2021 – 2020	% Change 2021 – 2020
Gain on bargain purchases	**$4,447**	**$58,072**	**$17,172**	**$(53,625)**	**(92)%**	**$40,900**	**238%**

For the past few years the E&P segment of the broader energy sector has been in a period of transition and rebalancing, thus creating opportunities for healthy companies like ours to acquire high quality assets for less than their fair value. We have established a track record of being disciplined in our bidding to acquire assets that meet our strict asset profile and are accretive to our overall corporate value.

The gain on bargain purchases of $4.4 million recognized in 2022 was primarily a result of measurement period adjustments associated with the 2021 Tapstone Acquisition. The $58 million of gains on bargain purchases in 2021 were comprised of $32 million and $26 million of gains associated with the Tanos and Tapstone acquisitions, respectively. The $17 million of gains on bargain purchases in 2020 were associated with the Carbon Acquisition.

Gain on bargain purchases are not recorded for transactions that are accounted for as an acquisition of assets under IFRS 3, Business Combinations ("IFRS 3"). Rather, the consideration paid is allocated to the assets acquired on a relative fair value basis.

Refer to Note 5 in the Notes to the Consolidated Financial Statements for additional information regarding acquisitions and bargain purchase gain.

Finance Costs

	Year Ended						
(In thousands)	**December 31, 2022**	**December 31, 2021**	**December 31, 2020**	**$ Change 2022 – 2021**	**% Change 2022 – 2021**	**$ Change 2021 – 2020**	**% Change 2021 – 2020**
Interest expense, net of capitalized and income amounts[(1)]	$ 86,840	$42,370	$34,391	$44,470	105%	$7,979	23%
Amortization of discount and deferred finance costs	13,903	8,191	8,334	5,712	70%	(143)	(2)%
Other	56	67	602	(11)	(16)%	(535)	(89)%
Total finance costs	**$100,799**	**$50,628**	**$43,327**	**$50,171**	**99%**	**$7,301**	**17%**

(1) Includes payments related to borrowings and leases.

2022 vs 2021

For the year ended December 31, 2022, interest expense of $87 million increased by $44 million compared to $42 million in 2021, primarily due to the increase in borrowings to fund our 2022 acquisitions, incurring a full year of interest on borrowings associated with the 2021 acquisitions and an increase in the weighted-average interest rate on borrowings year-over-year. Offsetting these increases is a decrease in interest expense for repaid principal of $232 million on the ABS Notes and Term Loan I as these borrowings are repaid monthly due to their amortizing structures.

As of December 31, 2022 and 2021, total borrowings were $1,498 million and $1,042 million, respectively. For the period ended December 31, 2022, the weighted-average interest rate on borrowings was 5.51% as compared to 4.33% as of December 31, 2021. This increase resulted from the rising rate environment's impact on new ABS issuances, as well as a change in the mix of our financing year-over-year. As a result of our four ABS issuances in 2022, 96% of our borrowings now reside in fixed-rate, hedge-protected, amortizing structures as of December 31, 2022 compared to 44% as of December 31, 2021.

2021 vs 2020

For the year ended December 31, 2021, interest expense of $42 million increased by $8 million compared to $34 million in 2020, primarily due to the increase in borrowings to fund our 2021 acquisitions as well as the incurrence of a full year of interest on borrowings associated with the 2020 acquisitions.

Offsetting these increases was a decrease in interest expense for repaid principal of $62 million on the ABS Notes (as defined herein) and Term Loan as these borrowings are repaid monthly due to their amortizing structures.

As of December 31, 2021 and 2020, total borrowings were $1,042 million and $746 million, respectively. For the period ended December 31, 2021, the weighted average interest rate on borrowings was 4.33% as compared to 4.70% as of December 31, 2020. This decrease resulted from a change in the mix of our financing year-over-year attributable to a larger portion of our borrowings on the Credit Facility, which has a lower interest rate than our other debt sources, in 2021 compared to 2020. In February 2022, the Credit Facility borrowing base was downsized from $825 million to $500 million in connection with the issuance of the ABS III Notes and ABS IV Notes (each as defined herein), that have interest rates of 4.88% and 4.95%, respectively.

Refer to Notes 5, 20, and 21 in the Notes to the Consolidated Financial Statements found elsewhere in this registration statement for additional information regarding acquisitions, leases and borrowings, respectively.

Taxation

The effective tax rate is calculated on the face of the Statement of Comprehensive Income by dividing the amount of recorded income tax benefit (expense) by the income (loss) before taxation as follows:

	Year Ended						
(In thousands)	December 31, 2022	December 31, 2021	December 31, 2020	$ Change 2022 – 2021	% Change 2022 – 2021	$ Change 2021 – 2020	% Change 2021 – 2020
Income (loss) before taxation	**$(799,502)**	**$(550,900)**	**$(136,740)**	**$(248,602)**	**45%**	**$(414,160)**	**303%**
Income tax benefit (expense)	178,904	225,694	113,266	(46,790)	(21)%	112,428	99%
Effective tax rate	**22.4%**	**41.0%**	**82.8%**				

The differences between the statutory U.S. federal income tax rate and the effective tax rates are summarized as follows:

	Year Ended		
	December 31, 2022	December 31, 2021	December 31, 2020
Expected tax at statutory U.S. federal income tax rate	21.0%	21.0%	21.0%
State income taxes, net of federal tax benefit	1.2%	4.4%	5.4%
Federal credits	—%	15.4%	58.8%
Other, net	0.2%	0.2%	(2.4)%
Effective tax rate	**22.4%**	**41.0%**	**82.8%**

2022 vs 2021

For the year ended December 31, 2022, we reported a tax benefit of $179 million, a change of $47 million, compared to a benefit of $226 million in 2021 which was a result of the change in the loss before taxation and a change in the amount of tax credits generated relative to the pre-tax loss. The resulting effective tax rates for the years ended December 31, 2022 and 2021 were 22.4% and 41.0%, respectively. The effective tax rate is primarily impacted by recognition of the marginal well tax credit available to qualified producers. The federal government provides these credits to encourage companies to continue operating lower-volume wells during periods of low prices to maintain the underlying jobs they create and the state and local tax revenues they generate for communities to support schools, social programs, law enforcement and other similar public services.

2021 vs 2020

For the year ended December 31, 2021, we reported a tax benefit of $226 million, an increase of $112 million, compared to a benefit of $113 million in 2020, which was a result of the change in the loss before taxation and a change in the amount of tax credits generated relative to the pre-tax loss. The resulting effective tax rates for the years ended December 31, 2021 and 2020 were 41.0% and 82.8%, respectively. The effective tax rate is primarily impacted by recognition of the marginal well tax credit available to qualified producers. The federal government provides these credits to encourage companies to continue operating lower-volume wells during periods of low prices to maintain the underlying jobs they create and the state and local tax revenues they generate for communities to support schools, social programs, law enforcement and other similar public services. The impact of the marginal well credit on our effective rate is attributable to the larger pre-tax loss in 2021 as compared to 2020.

Refer to Note 8 in the Notes to the Consolidated Financial Statements found elsewhere in this registration statement for additional information regarding taxation.

Operating Profit, Net Income, EPS, and Adjusted EBITDA

	Year Ended						
(In thousands, except per unit data)	December 31, 2022	December 31, 2021	December 31, 2020	$ Change 2022 – 2021	% Change 2022 – 2021	$ Change 2021 – 2020	% Change 2021 – 2020
Operating profit (loss)	$(671,403)	$(467,064)	$ (77,568)	$(204,339)	44%	$(389,496)	502%
Net income (loss)	(620,598)	(325,206)	(23,474)	(295,392)	91%	(301,732)	1,285%
Adjusted EBITDA	502,954	343,145	300,590	159,809	47%	42,555	14%
Earnings (loss) per share − basic and diluted	$ (0.74)	$ (0.41)	(0.03)	$ (0.33)	80%	$ (0.38)	1,267%

2022 vs 2021

For the year ended December 31, 2022, we reported a net loss of $621 million and loss per share of $0.74 compared to net loss of $325 million and loss per share of $0.41 in 2021, an increase of 91% and 80%, respectively. We also reported an operating loss of $671 million compared with an operating loss of $467 million for the years ended December 31, 2022 and 2021, respectively. This year-over-year increase in net loss was primarily attributable to increased gross profit of $702 million, offset by $784 million of increased losses on derivatives, $54 million less in bargain purchase gains, $50 million more in interest costs, and $47 million less income tax benefit as compared to 2021.

Excluding the mark-to-market valuation adjustment on long-dated derivative valuations, as well as other customary adjustments, we reported Adjusted EBITDA of $503 million for the year ended December 31, 2022 compared to $343 million for the year ended December 31, 2021, representing an increase of 47% driven by our growth through acquisitions.

2021 vs 2020

For the year ended December 31, 2021, we reported a net loss of $325 million and loss per share (basic and diluted) of $0.41 compared to net loss of $23 million and loss per share (basic and diluted) of $0.03 in 2020, an increase of 1,285% and 1,267%, respectively. We also reported an operating loss of $467 million compared with an operating loss of $78 million for the years ended December 31, 2021 and 2020, respectively. This year-over-year increase in net loss was primarily attributable to an increase of $414 million in the mark-to-market valuation adjustment to $652 million in 2021 from $239 million in 2020, discussed above.

Excluding the mark-to-market valuation adjustment on long-dated derivative valuations, as well as other customary non-cash or non-recurring adjustments, we reported Adjusted EBITDA of $343 million compared to $301 million in 2020, representing an increase of 14% driven from our growth through acquisitions.

See the below subsection titled "*Other Financial Data and Key Ratios — Non-IFRS Financial Measures*" for a reconciliation of the Non-IFRS measures to the most directly comparable IFRS financial performance measure.

Other Financial Data and Key Ratios

Financial Metrics Summary

Certain key operating metrics that are not defined under IFRS (alternative performance measures) are presented below. We use these non-IFRS measures to monitor the underlying business performance of the Company from period to period and to facilitate comparison with our peers. Since not all companies calculate these or other non-IFRS metrics in the same way, the manner in which we have chosen to calculate the non-IFRS metrics presented herein may not be compatible with similarly defined terms used by other companies. The non-IFRS metrics should not be considered in isolation from, or viewed as substitutes for, the financial information prepared in accordance with IFRS. See the subsection titled "— Non-IFRS Financial Measures" for further information about such non-IFRS measures, definitions thereof and reconciliations to the most directly comparable IFRS measures.

Non-IFRS Financial Measures

Adjusted EBITDA

The following table reconciles net income (loss) to Adjusted EBITDA for the periods presented.

	Six Months Ended		Year Ended		
(In thousands)	June 30, 2023	June 30, 2022	December 31, 2022	December 31, 2021	December 31, 2020
Net income (loss)	$ 630,932	$ (935,250)	$ (620,598)	$(325,206)	$ (23,474)
Finance costs	67,736	39,162	100,799	50,628	43,327
Accretion of asset retirement obligations	13,991	14,003	27,569	24,396	15,424
Other (income) expense	(327)	(171)	(269)	8,812	421
Income tax (benefit) expense	197,324	(294,877)	(178,904)	(225,694)	(113,266)
Depreciation, depletion and amortization	115,036	118,480	222,257	167,644	117,290
Loss on joint and working interest owners receivable	—	—	—	—	6,931
(Gain) loss on bargain purchases	—	(1,249)	(4,447)	(58,072)	(17,172)
(Gain) loss on fair value adjustments of unsettled financial instruments	(760,933)	1,205,938	861,457	652,465	238,795
(Gain) loss on natural gas and oil property and equipment[1]	(899)	515	93	901	2,059
Costs associated with acquisitions	8,866	6,935	15,545	27,743	10,465
Other adjusting costs[2]	3,376	67,033	69,967	10,371	14,581
Non-cash equity compensation	4,417	4,069	8,051	7,400	5,007
(Gain) loss on foreign currency hedge	521	—	—	1,227	—
(Gain) loss on interest rate swap	2,824	(828)	1,434	530	202
Total adjustments	**$(348,068)**	**$1,159,010**	**$1,123,552**	**$ 668,351**	**$ 324,064**
Adjusted EBITDA	**$ 282,864**	**$ 223,760**	**$ 502,954**	**$ 343,145**	**$ 300,590**

(1) Excludes $6.8 million, $1.6 million and $2.5 million in proceeds received for leasehold sales during the six months ended June 30, 2023 and 2022 and the year ended December 31, 2022, respectively.

(2) Other adjusting costs for the six months ended June 30, 2023 primarily consisted of expenses associated

with an unused firm transportation agreement and legal and professional fees related to internal audit and financial reporting. Other adjusting costs for the six months ended June 30, 2022 and the year ended December 31, 2022 primarily consisted of $28 million in contract terminations which may allow the Company to obtain more favorable pricing in the future and $31 million in costs associated with deal breakage and/or sourcing costs for acquisitions. Other adjusting costs for the year ended December 31, 2021 were primarily associated with one-time projects and contemplated financing arrangements. Also included are expenses associated with an unused firm transportation agreement acquired as part of the Carbon Acquisition. Other adjusting costs for the year ended December 31, 2020, were associated with legal and professional fees related to the up-list to the Premium Segment of the Main Market of the LSE.

Total Revenue, Inclusive of Settled Hedges; Adjusted EBITDA Margin

The following table reconciles Total Revenue to Total Revenue, inclusive of settled hedges, to Adjusted EBITDA Margin for the periods presented.

	Six Months Ended		Year Ended		
(In thousands)	June 30, 2023	June 30, 2022	December 31, 2022	December 31, 2021	December 31, 2020
Total revenue	$487,305	$ 933,528	$1,919,349	$1,007,561	$408,693
Net gain (loss) on commodity derivative instruments[1]	54,525	(468,731)	(895,802)	(320,656)	144,600
Total Revenue, inclusive of settled hedges	**$541,830**	**$ 464,797**	**$1,023,547**	**$ 686,905**	**$553,293**
Adjusted EBITDA	**$282,864**	**$ 223,760**	**$ 502,954**	**$ 343,145**	**$300,590**
Adjusted EBITDA Margin[2]	**52%**	**48%**	**49%**	**50%**	**54%**

(1) Net gain (loss) on commodity derivative settlements represents cash (paid) or received on commodity derivative contracts. This excludes settlements on foreign currency and interest rate derivatives as well as the gain (loss) on fair value adjustments for unsettled financial instruments for each of the periods presented.

(2) Adjusted EBITDA Margin represents Adjusted EBITDA divided by Total Revenue, inclusive of settled hedges for each of the periods presented.

Free Cash Flow

	Six Months Ended		Year Ended		
	June 30, 2023	June 30, 2022	December 31, 2022	December 31, 2021	December 31, 2020
Net cash provided by operating activities	**$172,566**	**$204,987**	**$387,764**	**$320,182**	**$241,710**
LESS: Expenditures on natural gas and oil properties and equipment	(32,332)	(44,539)	(86,079)	(50,175)	(21,947)
LESS: Cash paid for interest	(59,415)	(32,605)	(82,936)	(41,623)	(34,335)
Free Cash Flow	**$ 80,819**	**$127,843**	**$218,749**	**$228,384**	**$185,428**

Adjusted Operating Cost per Boe

(In thousands)	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022	Year Ended December 31, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020
Total production (MBoe)	**25,697**	**24,620**	**49,354**	**43,257**	**36,538**
Total operating expense	$227,299	$206,357	$445,893	$291,213	$203,963
Employees, administrative costs and professional services	38,497	36,245	77,172	56,812	47,181
Recurring allowance for credit losses	—	—	—	(4,265)	1,559
Adjusted Operating Cost	**$265,796**	**$242,602**	**$523,065**	**$343,760**	**$252,703**
Adjusted Operating Cost per Boe	**$ 10.34**	**$ 9.85**	**$ 10.60**	**$ 7.95**	**$ 6.92**

PV-10

(In thousands)	As of December 31, 2022	As of December 31, 2021 SEC Pricing[1]	As of December 31, 2020
PV-10			
Pre-tax (Non-GAAP)[2]	$ 8,825,462	$4,037,016	$1,086,917
PV of Taxes	(2,082,362)	(703,925)	(81,610)
Standardized Measure	$ 6,743,100	$3,333,091	$1,005,307

(1) Our estimated net proved reserves were determined using average first-day-of-the-month prices for the prior 12 months in accordance with SEC guidance. For natural gas volumes, the average Henry Hub spot price of $6.36, $3.60 and $1.99 per MMBtu as of December 31, 2022, 2021 and 2020, respectively, was adjusted for gravity, quality, local conditions, gathering and transportation fees, and distance from market. For NGLs and oil volumes, the average WTI price of $94.14, $66.55 and $39.54 per Bbl as of December 31, 2022, 2021 and 2020, respectively, was similarly adjusted for gravity, quality, local conditions, gathering and transportation, fees and distance from market. All prices are held constant throughout the lives of the properties.

(2) The PV-10 of our proved reserves as of December 31, 2022, 2021 and 2020 was prepared without giving effect to taxes or hedges. PV-10 is a non-GAAP and non-IFRS financial measure and generally differs from Standardized Measure, the most directly comparable GAAP measure, because it does not include the effects of income taxes on future net cash flows. We believe that the presentation of PV-10 is relevant and useful to our investors as supplemental disclosure to the Standardized Measure because it presents the discounted future net cash flows attributable to our reserves prior to taking into account future corporate income taxes and our current tax structure. While the Standardized Measure is free cash dependent on the unique tax situation of each company, PV-10 is based on a pricing methodology and discount factors that are consistent for all companies. Because of this, PV-10 can be used within the industry and by creditors and securities analysts to evaluate estimated net cash flows from proved reserves on a more comparable basis. Investors should be cautioned that neither PV-10 nor the Standardized Measure represents an estimate of the fair market value of our proved reserves.

B. Liquidity and Capital Resources

Overview

Our principal sources of liquidity are cash generated from operations and available borrowings under our Credit Facility. To minimize interest expense, we use our excess cash flow to reduce borrowings on our Credit Facility and as a result have historically carried little cash on our Consolidated Statement of Financial Position as evidenced by $4 million, $7 million, $13 million and $1 million in cash and cash equivalents as of June 30, 2023, December 31, 2022, 2021 and 2020, respectively.

When we acquire assets to grow, we complement our Credit Facility with asset-backed debt securitized by certain natural gas and oil assets, which are long-term, fixed-rate, fully-amortizing debt structures that better match the long-life nature of our assets. These structures afford us low borrowing rates and also provide a visible path for reducing leverage as we make scheduled principal payments. For larger value-adding acquisitions, and to ensure we maintain a leverage profile that we believe is appropriate for the type of assets we acquire, we also raise proceeds through follow-on equity offerings from time to time.

We monitor our working capital to ensure that the levels remain adequate to operate the business with excess liquidity primarily utilized for the repayment of debt or dividends to shareholders. We are regularly evaluating potential ABS financings consistent with our previous ABS Notes financings. In addition to working capital management, we have a disciplined approach to managing operating costs and allocating capital resources, ensuring that we are generating returns on our capital investments to support the strategic initiatives in our business operations. With respect to our current costs of capital, our ABS Notes are fixed-rate instruments (subject to adjustment pursuant to the sustainability-linked features described below) and our Credit Facility bears a floating rate. Given this mix of borrowings in our portfolio from time to time we use interest rate swaps to prudently balance our exposure to fixed and floating rates. Utilizing this strategy we have worked to mitigate interest rate risk and the rising interest rate environment. Going forward, changes in interest rates will continue to impact the floating rate of interest applicable to borrowings under our Credit Facility and may affect our ability to enter into future debt financing, including refinancing of our Credit Facility or issuing additional asset-backed securitizations, as high inflation may result in a relative increase in the cost of debt capital.

Capital expenditures were $32 million for the six months ended June 30, 2023 compared to $45 million for the six months ended June 30, 2022. This decrease in capital expenditures was primarily driven by the completion of wells in 2022 that were under development by Tapstone at the time we closed that acquisition in 2021. While our March 2023 Tanos II acquisition also contained wells under development at the times of acquisition, the capital expenditures needed for their development during the six months ended June 30, 2023 was less significant than that required during the six months ended June 30, 2022. Capital expenditures were $86 million for the year ended December 31, 2022 compared to $50 million for the year ended December 31, 2021. This increase in capital expenditures was primarily driven by our growth through acquisitions year-over-year and during 2022, including the completion of wells that were under development by Tapstone at the time we closed the Tapstone Acquisition. Capital expenditures were $50 million for the year ended December 31, 2021 compared to $22 million for the year ended December 31, 2020. This increase in capital expenditures was primarily driven by our growth through acquisitions year-over-year. There were no material commitments for capital expenditures as of or subsequent to June 30, 2023. We expect to meet our capital expenditure needs for the foreseeable future from our operating cash flow and our existing cash and cash equivalents. Our future capital requirements will depend on several factors, including our growth rate, future acquisitions and the expansion of our employee headcount, among other things.

With respect to our other known current obligations, we believe that our sources of liquidity and capital resources will be sufficient to meet our existing business needs for at least the next 12 months. However, our ability to satisfy our working capital requirements, debt service obligations, distributions and planned capital expenditures will depend upon our future operating performance, which will be affected by prevailing economic conditions in the natural gas and oil industry and other financial and business factors, some of which are beyond our control. Refer to Notes 13 and 21 in the Notes to the Consolidated Financial Statements and Notes 7 and 11 in the Notes to the Interim Condensed Consolidated Financial Statements found elsewhere in this registration statement for additional information regarding our hedging program to mitigate the risk associated with future cash flow generation and current debt obligations.

Liquidity

The table below represents our liquidity position as of the periods presented:

	As of			
(In thousands)	**June 30, 2023**	**December 31, 2022**	**December 31, 2021**	**December 31, 2020**
Cash	$ 4,208	$ 7,329	$ 12,558	$ 1,379
Available borrowings under the Credit Facility[1][2][3][4]	98,640	183,332	222,263	201,556
Liquidity	**$102,848**	**$190,661**	**$234,821**	**$202,935**

(1) Represents available borrowings under the Credit Facility of $110 million as of June 30, 2023 less outstanding letters of credit of $11 million as of such date.

(2) Represents available borrowings under the Credit Facility of $194 million as of December 31, 2022 less outstanding letters of credit of $11 million as of such date.

(3) Represents available borrowings under the Credit Facility of $254 million as of December 31, 2021 less outstanding letters of credit of $32 million as of such date.

(4) Represents available borrowings under the Credit Facility of $212 million as of December 31, 2022 less outstanding letters of credit of $10 million as of such date.

From time to time we enter into financing arrangements which maximize the lending value of our collateral to bolster liquidity. In August 2023, we entered into a credit agreement providing us the ability to borrow up to $135 million in loans and extensions of credit from the lender upon meeting conditions considered customary for agreements of this nature. This credit agreement was canceled in September 2023 in connection with the completion of the semi-annual borrowing base redetermination of our revolving Credit Facility, which increased our borrowing base to $425 million from $375 million. The borrowing base is primarily a function of the value of the natural gas and oil properties that collateralize the lending arrangement.

Debt

Our net debt consisted of the following as of the periods presented:

	As of			
(In thousands)	**June 30, 2023**	**December 31, 2022**	**December 31, 2021**	**December 31, 2020**
Credit Facility	$ (265,000)	$ (56,000)	$ (570,600)	$(213,400)
ABS I Notes	(111,007)	(125,864)	(155,266)	(180,426)
ABS II Notes	(136,550)	(147,458)	(169,320)	(191,125)
ABS III Notes	(295,151)	(319,856)	—	—
ABS IV Notes	(113,609)	(130,144)	—	—
ABS V Notes	(329,381)	(378,796)	—	—
ABS VI Notes	(183,758)	(212,446)	—	—
Term Loan I	(112,433)	(120,518)	(137,099)	(156,805)
Other	(8,319)	(7,084)	(9,380)	(4,730)
Total Debt	**$(1,555,208)**	**$(1,498,166)**	**$(1,041,665)**	**$(746,486)**
Cash	4,208	7,329	12,558	1,379
Restricted cash	41,188	55,388	19,102	20,350
Net Debt	**$(1,509,812)**	**$(1,435,449)**	**$(1,010,005)**	**$(724,757)**

Credit Facility

We maintain a revolving loan facility with a lending syndicate, the borrowing base for which is redetermined on a semi-annual, or as needed, basis. The borrowing base is primarily a function of the value of the natural gas and oil properties that collateralize the lending arrangement and will fluctuate with changes in collateral, which may occur as a result of acquisitions or through the establishment of ABS, term loan or other lending structures that result in changes to the collateral base.

In August 2022, we amended and restated the credit agreement governing its Credit Facility. The amendment enhanced the alignment with our stated ESG initiatives by including sustainability performance targets ("SPTs") similar to those included in the ABS III, IV, V and VI notes, extended the maturity of the Credit Facility to August 2026. In March 2023, we performed a semi-annual redetermination and the borrowing base was resized to $375 million reflective of the Tanos II collateral and changes in commodity pricing. In September 2023, we increased the borrowing base to $425 million.

The Credit Facility has an interest rate of SOFR plus an additional spread that ranges from 2.75% to 3.75% based on utilization. Interest payments on the Credit Facility are paid on a quarterly basis. Available borrowings under the Credit Facility were $99 million as of June 30, 2023 which considers the impact of $11 million in letters of credit issued to certain vendors.

The Credit Facility contains certain customary representations and warranties and affirmative and negative covenants, including covenants relating to: maintenance of books and records; financial reporting and notification; compliance with laws; maintenance of properties and insurance; and limitations on incurrence of indebtedness, liens, fundamental changes, international operations, asset sales, making certain debt payments and amendments, restrictive agreements, investments, restricted payments and hedging. The restricted payment provision governs our ability to make discretionary payments such as dividends, share repurchases, or other discretionary payments. DP RBL Co LLC must comply with the following restricted payments test in order to make discretionary payments (i) leverage is less than 1.5x and borrowing base availability is >25% (ii) leverage is between 1.5x and 2.0x, free cash flow must be positive and borrowing base availability must be >15% (iii) leverage is between 2.0x and 2.5x, free cash flow must be positive and borrowing base availability must be >20% (iv) our restricted payments are restricted when leverage exceeds 2.5x for DP RBL Co LLC.

Additional covenants require DP RBL Co LLC to maintain a ratio of total debt to EBITDAX of not more than 3.25 to 1.00 and a ratio of current assets (with certain adjustments) to current liabilities of not less than 1.00 to 1.00 as of the last day of each fiscal quarter. The fair value of the Credit Facility approximates the carrying value as of June 30, 2023.

The Credit Facility contains three SPTs which, depending on our performance thereof, may result in adjustments to the applicable margin with respect to borrowings thereunder:

- GHG Emissions Intensity: Our consolidated Scope 1 emissions and Scope 2 emissions, each measured as MT CO2e per MMcfe;
- Asset Retirement Performance: The number of wells we successfully retire during any fiscal year; and
- TRIR Performance: The arithmetic average of the two preceding fiscal years and current period total recordable injury rate computed as the Total Number of Recordable Cases (as defined by the Occupational Safety and Health Administration) multiplied by 200,000 and then divided by total hours worked by all employees during any fiscal year.

The goals set by the Credit Facility for each of these categories are aspirational and represent higher thresholds than we have publicly set for ourself. The economic repercussions of achieving or failing to achieve these thresholds, however, are relatively minor, ranging from subtracting five basis points to adding five basis points to the applicable margin level in any given fiscal year.

An independent third-party assurance provider will be required to certify our performance of the SPTs.

Term Loan I

In May 2020, we acquired DP Bluegrass LLC ("Bluegrass"), a limited-purpose, bankruptcy-remote, wholly owned subsidiary, to enter into a securitized financing agreement for $160 million, which was structured as a secured term loan. We issued the Term Loan I at a 1% discount and used the proceeds of $158 million to fund the Carbon and EQT acquisitions. The Term Loan I is secured by certain producing assets acquired in connection with the Carbon, Blackbeard and Tapstone acquisitions.

The Term Loan I accrues interest at a stated 6.50% annual rate and has a maturity date of May 2030. Interest and principal payments on the Term Loan I are payable on a monthly basis. During the six months ended June 30, 2023 and 2022 and the years ended December 31, 2022, 2021 and 2020, we incurred $4 million, $4 million, $9 million, $10 million and $6 million in interest related to the Term Loan I, respectively. The fair value of the Term Loan I approximates the carrying value as of June 30, 2023.

ABS I Notes

In November 2019, we formed Diversified ABS LLC ("ABS I"), a limited-purpose, bankruptcy-remote, wholly-owned subsidiary, to issue BBB- rated asset-backed securities in an aggregate principal amount of $200 million at par. The ABS I Notes are secured by certain of our upstream producing Appalachian assets. Natural gas production associated with these assets was hedged at 85% at the close of the agreement with long-term derivative contracts.

Interest and principal payments on the ABS I Notes are payable on a monthly basis. During the six months ended June 30, 2023 and 2022 and the years ended December 31, 2022, 2021 and 2020, we incurred $3 million, $4 million, $7 million, $8 million and $10 million of interest related to the ABS I Notes, respectively. The legal final maturity date is January 2037 with an amortizing maturity of December 2029. The ABS I Notes accrue interest at a stated 5% rate per annum. The fair value of the ABS I Notes approximates the carrying value as of June 30, 2023. In the event that ABS I has cash flow in excess of the required payments, ABS I is required to pay between 50% to 100% of the excess cash flow, contingent on certain performance metrics, as additional principal, with the remaining excess cash flow, if any, remaining with DEC. In particular, (a) with respect to any payment date prior to March 1, 2030, (i) if the debt service coverage ratio (the "DSCR") as of such payment date is greater than or equal to 1.25 to 1.00, then 25%, (ii) if the DSCR as of such payment date is less than 1.25 to 1.00 but greater than or equal to 1.15 to 1.00, then 50%, and (iii) if the DSCR as of such payment date is less than 1.15 to 1.00, the production tracking rate for ABS I is less than 80%, or the loan to value ratio is greater than 85%, then 100%, and (b) with respect to any payment date on or after March 1, 2030, 100%.

ABS II Notes

In April 2020, we formed Diversified ABS Phase II LLC ("ABS II"), a limited-purpose, bankruptcy-remote, wholly owned subsidiary, to issue BBB- rated asset-backed securities in an aggregate principal amount of $200 million. The ABS II Notes were issued at a 2.775% discount. We used the proceeds of $184 million, net of discount, capital reserve requirement, and debt issuance costs, to pay down our Credit Facility. The ABS II Notes are secured by certain of our upstream producing Appalachian assets. Natural gas production associated with these assets was hedged at 85% at the close of the agreement with long-term derivative contracts.

The ABS II Notes accrue interest at a stated 5.25% rate per annum and have a maturity date of July 2037 with an amortizing maturity of September 2028. Interest and principal payments on the ABS II Notes are payable on a monthly basis. During the six months ended June 30, 2023 and 2022 and during the years ended December 31, 2022, 2021 and 2020, we incurred $4 million, $5 million, $9 million, $11 million and $8 million in interest related to the ABS II Notes, respectively. The fair value of the ABS II Notes approximates the carrying value as of June 30, 2023.

In the event that ABS II has cash flow in excess of the required payments, ABS II is required to pay between 50% to 100% of the excess cash flow, contingent on certain performance metrics, as additional principal, with the remaining excess cash flow, if any, remaining with DEC. In particular, (a) (i) if the DSCR as of any payment date is less than 1.15 to 1.00, then 100%, (ii) if the DSCR as of such payment date is

greater than or equal to 1.15 to 1.00 and less than 1.25 to 1.00, then 50%, or (iii) if the DSCR as of such payment date is greater than or equal to 1.25 to 1.00, then 0%; (b) if the production tracking rate for ABS II is less than 80.0%, then 100%, else 0%; (c) if the loan-to-value ratio ("LTV") as of such payment date is greater than 65.0%, then 100%, else 0%; (d) with respect to any payment date after July 1, 2024 and prior to July 1, 2025, if LTV is greater than 40.0% and ABS II has executed hedging agreements for a minimum period of 30 months starting July 2026 covering production volumes of at least 85% but no more than 95% (the "Extended Hedging Condition"), then 50%, else 0%; (e) with respect to any payment date after July 1, 2025 and prior to October 1, 2025, if LTV is greater than 40.0% or ABS II has not satisfied the Extended Hedging Condition, then 50%, else 0%; and (f) with respect to any payment date after October 1, 2025, if LTV is greater than 40.0% or ABS II has not satisfied the Extended Hedging Condition, then 100%, else 0%.

ABS III Notes

In February 2022, we formed Diversified ABS III LLC ("ABS III"), a limited-purpose, bankruptcy-remote, wholly owned subsidiary, to issue BBB rated asset-backed securities in an aggregate principal amount of $365 million at par. The ABS III Notes are secured by certain of our upstream producing, Appalachian assets.

The ABS III Notes accrue interest at a stated 4.875% rate per annum and have a final maturity date of April 2039 with an amortizing maturity of November 2030. Interest and principal payments on the ABS III Notes are payable on a monthly basis. During the six months ended June 30, 2023 and 2022 and during the year ended December 31, 2022, we incurred $8 million, $7 million and $15 million in interest related to the ABS III Notes, respectively. The fair value of the ABS III Notes approximates the carrying value as of June 30, 2023.

In the event that ABS III has cash flow in excess of the required payments, ABS III is required to pay between 50% and 100% of the excess cash flow, contingent on certain performance metrics, as additional principal, with the remaining excess cash flow, if any, remaining with DEC. In particular, (a) (i) if the DSCR as of any payment date is greater than or equal to 1.25 to 1.00, then 0%, (ii) if the DSCR as of such payment date is less than 1.25 to 1.00 but greater than or equal to 1.15 to 1.00, then 50%, and (iii) if the DSCR as of such Payment Date is less than 1.15 to 1.00, then 100%; (b) if the production tracking rate for ABS III (as described in the ABS III Indenture) is less than 80%, then 100%, else 0%; and (c) if the LTV for ABS III is greater than 65%, then 100%, else 0%.

In connection with the issuance of the ABS III Notes, we retained an independent international provider of ESG research and services to provide and maintain a "sustainability score" with respect to Diversified Energy Company PLC and to the extent such score is below a minimum threshold established at the time of issue of the ABS III Notes, the interest payable with respect to the subsequent interest accrual period will increase by five basis points. This score is not dependent on DEC meeting or exceeding any sustainability performance metrics but rather an overall assessment of our corporate ESG profile. Further, this score is not dependent on the use of proceeds of the ABS III Notes and there were no such restrictions on the use of proceeds other than pursuant to the terms of our Credit Facility. We inform the ABS III note holders in monthly note holder statements as to any change in interest rate payable on the ABS III Notes as a result of the change in this sustainability score. While we are not required to publicly release this score, we will provide the score as of the date of our semi-annual or annual report, as determined by the timing of such updated score, along with the weighted average interest rate paid on the ABS III Notes as a result of any such five basis point change in interest rate.

ABS IV Notes

In February 2022, we formed Diversified ABS IV LLC ("ABS IV"), a limited-purpose, bankruptcy-remote, wholly owned subsidiary, to issue BBB rated asset-backed securities in an aggregate principal amount of $160 million at par. The ABS IV Notes are secured by a portion of the upstream producing assets acquired in connection with the Blackbeard Acquisition.

The ABS IV Notes accrue interest at a stated 4.95% rate per annum and have a final maturity date of February 2037 with an amortizing maturity of September 2030. Interest and principal payments on the

ABS IV Notes are payable on a monthly basis. During the six months ended June 30, 2023 and 2022 and during the year ended December 31, 2022, we incurred $3 million, $3 million and $6 million in interest related to the ABS IV Notes, respectively. The fair value of the ABS IV Notes approximates the carrying value as of June 30, 2023.

In the event that ABS IV has cash flow in excess of the required payments, ABS IV is required to pay between 50% and 100% of the excess cash flow, contingent on certain performance metrics, as additional principal, with the remaining excess cash flow, if any, remaining with DEC. In particular, (a) if the DSCR as of any payment date is greater than or equal to 1.25 to 1.00, then 0%, (ii) if the DSCR as of such payment date is less than 1.25 to 1.00 but greater than or equal to 1.15 to 1.00, then 50%, and (iii) if the DSCR as of such Payment Date is less than 1.15 to 1.00, then 100%; (b) if the production tracking rate for ABS IV is less than 80%, then 100%, else 0%; and (c) if the LTV for ABS IV is greater than 65%, then 100%, else 0%.

In connection with the issuance of the ABS IV Notes, we retained an independent international provider of ESG research and services to provide and maintain a "sustainability score" with respect to Diversified Energy Company PLC and to the extent such score is below a minimum threshold established at the time of issue of the ABS IV Notes, the interest payable with respect to the subsequent interest accrual period will increase by five basis points. This score is not dependent on DEC meeting or exceeding any sustainability performance metrics but rather an overall assessment of our corporate ESG profile. Further, this score is not dependent on the use of proceeds of the ABS IV Notes and there were no such restrictions on the use of proceeds other than pursuant to the terms of our Credit Facility. We inform the ABS IV note holders in monthly note holder statements as to any change in interest rate payable on the ABS IV Notes as a result of the change in this sustainability score. While we are not required to publicly release this score, we will provide the score as of the date of our semi-annual or annual report, as determined by the timing of such updated score, along with the weighted average interest rate paid on the ABS IV Notes as a result of any such five basis point change in interest rate.

ABS V Notes

In May 2022, we formed Diversified ABS V LLC ("ABS V"), a limited-purpose, bankruptcy-remote, wholly-owned subsidiary, to issue BBB rated asset-backed securities in an aggregate principal amount of $445 million at par. The ABS V Notes are secured by a majority of our remaining upstream assets in Appalachia that were not securitized by previous ABS transactions.

The ABS V Notes accrue interest at a stated 5.78% rate per annum and have a final maturity date of May 2039 with an amortizing maturity of December 2030. Interest and principal payments on the ABS V Notes are payable on a monthly basis. During the six months ended June 30, 2023 and 2022 and the year ended December 31, 2022, we incurred $10 million, $2 million and $14 million in interest related to the ABS V Notes, respectively. The fair value of the ABS V Notes approximates the carrying value as of June 30, 2023.

Based on whether certain performance metrics are achieved, ABS V could be required to apply 50% to 100% of any excess cash flow to make additional principal payments. In particular, (a) (i) if the DSCR as of any payment date is greater than or equal to 1.25 to 1.00, then 0%, (ii) if the DSCR as of such payment date is less than 1.25 to 1.00 but greater than or equal to 1.15 to 1.00, then 50%, and (iii) if the DSCR as of such payment date is less than 1.15 to 1.00, then 100%; (b) if the production tracking rate for ABS V is less than 80%, then 100%, else 0%; and (c) if the LTV for ABS V is greater than 65%, then 100%, else 0%.

In addition, a "second party opinion provider" certified the terms of the ABS V Notes as being aligned with the framework for sustainability-linked bonds of the International Capital Markets Association ("ICMA"), applicable to bond instruments for which the financial and/or structural characteristics vary depending on whether predefined ESG objectives, or SPTs, are achieved. The framework has five key components (1) the selection of key performance indicators ("KPIs"), (2) the calibration of SPTs, (3) variation of bond characteristics depending on whether the KPIs meet the SPTs, (4) regular reporting of the status of the KPIs and whether SPTs have been met and (5) independent verification of SPT performance by an external reviewer such as an auditor or environmental consultant. Unlike the ICMA's framework for green bonds, its framework for sustainability-linked bonds do not require a specific use of proceeds.

The ABS V Notes contain two SPTs. We must achieve, and have certified by April 28, 2027 (1) a reduction in Scope 1 and Scope 2 GHG emissions intensity to 2.85 MT CO2e/MMcfe, and/or (2) a reduction in Scope 1 natural gas emissions intensity to 1.12 MT CO2e/MMcfe. For each of these SPTs that we fail to meet, or fail to have certified by an external verifier that we have met, by April 28, 2027, the interest rate payable with respect to the ABS V Notes will be increased by 25 basis points. In each case, an independent third-party assurance provider will be required to certify our performance of the above SPTs by the applicable deadlines. Though we are not required to do so, we intend to disclose this certification on an annual basis in its semi-annual or annual report, as determined by the timing of such certification, along with an overall ESG update.

ABS VI Notes

In October 2022, we formed Diversified ABS VI LLC ("ABS VI"), a limited-purpose, bankruptcy-remote, wholly-owned subsidiary, to issue, jointly with Oaktree, BBB+ rated asset-backed securities in an aggregate principal amount of $460 million ($236 million to DEC, before fees, representative of our 51.25% ownership interest in the collateral assets). The ABS VI Notes were issued at a 2.63% discount and are secured primarily by the upstream assets that were jointly acquired with Oaktree in the 2021 Tapstone Acquisition. Similar to the accounting treatment described in Note 3 in the Notes to the Consolidated Financial Statements found elsewhere in this registration statement for acquisitions performed in connection with Oaktree, we recorded our proportionate share of the ABS VI Notes in the Consolidated Statement of Financial Position.

The ABS VI Notes accrue interest at a stated 7.50% rate per annum and have a final maturity date of November 2039 with an amortizing maturity of October 2031. Interest and principal payments on the ABS VI Notes are payable on a monthly basis. During the six months ended June 30, 2023 and the year ended December 31, 2022, we incurred $8 million and $3 million in interest related to the ABS VI Notes, respectively. The fair value of the ABS VI Notes approximates the carrying value as of June 30, 2023.

Based on whether certain performance metrics are achieved, ABS VI could be required to apply 50% to 100% of any excess cash flow to make additional principal payments. In particular, (a) (i) If the DSCR as of the applicable Payment Date is less than 1.15 to 1.00, then 100%, (ii) if the DSCR as of such Payment Date is greater than or equal to 1.15 to 1.00 and less than 1.25 to 1.00, then 50%, or (iii) if the DSCR as of such Payment Date is greater than or equal to 1.25 to 1.00, then 0%; (b) if the production tracking rate for ABS VI is less than 80%, then 100%, else 0%; and (c) if the LTV for ABS VI is greater than 75%, then 100%, else 0%.

In addition, a "second party opinion provider" certified the terms of the ABS VI Notes as being aligned with the framework for sustainability-linked bonds of the ICMA, applicable to bond instruments for which the financial and/or structural characteristics vary depending on whether predefined ESG objectives, or SPTs, are achieved.

The framework has five key components (1) the selection of KPIs, (2) the calibration of SPTs, (3) variation of bond characteristics depending on whether the KPIs meet the SPTs, (4) regular reporting of the status of the KPIs and whether SPTs have been met and (5) independent verification of SPT performance by an external reviewer such as an auditor or environmental consultant. Unlike the ICMA's framework for green bonds, its framework for sustainability-linked bonds do not require a specific use of proceeds.

The ABS VI Notes contain two SPTs. We must achieve, and have certified by May 28, 2027 (1) a reduction in Scope 1 and Scope 2 GHG emissions intensity to 2.85 MT CO2e/MMcfe, and/or (2) a reduction in Scope 1 natural gas emissions intensity to 1.12 MT CO2e/MMcfe. For each of these SPTs that we fail to meet, or fail to have certified by an external verifier that we have met, by May 28, 2027, the interest rate payable with respect to the ABS VI Notes will be increased by 25 basis points. In each case, an independent third-party assurance provider will be required to certify our performance of the above SPTs by the applicable deadlines. Though we are not required to do so under the indenture, we intend to disclose this certification on an annual basis in our semi-annual or annual report, as determined by the timing of such certification, along with an overall ESG update.

Compliance

As of June 30, 2023, we met or were in compliance with all sustainability-linked debt metrics.

Our Capital Expenditure Program

Our strategy to acquire and operate producing assets that generate Adjusted EBITDA Margins of approximately 50% allows us to invest capital back into our operations. In addition, we set goals to achieve "net zero" Scope 1 and Scope 2 emissions by 2040 through new investments aimed at emissions reductions, such as investments in natural gas emissions detection devices and conducting aerial scans of our assets.

The majority of our capital expenditures are focused on our midstream operations, which includes pipelines and compression, while the remaining capital expenditures are focused on production optimization, technology, upstream operations, plugging capacity expansion, fleet, emissions reductions, and when prudent, may include development activities targeted at replacing production. Given our operational focus to acquire and operate mature conventional wells and unconventional wells with a shallow decline rate, we do not incur the same level of large capital expenditures associated with drilling and completion activities that would typically be incurred by other development focused exploration and production companies.

In 2022, we paid an annual dividend of $0.17 per share which represents a 5% increase against 2021, paying an aggregate total of approximately $143 million in dividends during 2022. During the six months ended June 30, 2023 we paid $84 million in dividends, equating to $0.04375 per share.

We have consistently targeted a disciplined leverage profile at or under 2.5 to 1.0 after giving effect to acquisitions and any related financing arrangements. We believe this leverage range is supported by our differentiated business model, namely with long-life, low-decline production providing resilient cash flows, and a strategic financial framework that is bolstered by hedging and amortizing debt instruments. Our weighted-average hedge floor on natural gas production increased from $3.63 per Mcf as of December 31, 2022 to $3.79 per Mcf as of June 30, 2023.

Looking forward, we continue to seek to maximize cash flow. We plan to maintain our hedging strategy and take advantage of market opportunities to raise the floor price of our risk management program. We will seek to retain our strategic advantages in purposeful growth through a disciplined capital expenditure program that continues to secure low-cost financing that supports acquisitive growth while maintaining low leverage and ample liquidity. In addition, we intend to remain proactive in our ESG endeavors by seeking to prioritize future capital allocation for ESG initiatives.

Asset Retirement Obligations

We continue to be proactive and innovative with respect to asset retirement. In 2017, after our LSE IPO, we proactively began to meet with state officials to develop a long-term plan to retire our growing portfolio of long-life wells. Collaborating with the appropriate regulators, we designed our retirement activities to be equitable for all stakeholders with an emphasis on the environment.

During 2021 and 2022 we illustrated our continued emphasis in this area with the establishment of an internal plugging operation providing us greater operation control of asset retirement. During this time we accomplished the following:

- Expanded asset retirement operations from one team and three rigs at December 31, 2021 to 12 teams and 15 rigs at December 31, 2022 through the successful acquisitions of three Appalachian asset retirement companies, which represent a significant portion of the total asset retirement capacity throughout Appalachia;
- Retired 214 wells, inclusive of our Central Region operations, at a consistent average cost of approximately $23 thousand per well, outpacing calendar year 2021 and 2020 activity when we retired 136 and 92 wells, respectively at the same average annual cost of approximately $23 thousand per well. These retirements were achieved one full year in advance of our stated goal to retire 200 wells per year by year-end 2023; and
- Secured contracts with the states of Ohio, West Virginia and Pennsylvania to use our enhanced asset retirement capacity to manage orphan asset retirement programs and/or participate in the retirement

of those state-owned wells on their behalf. We expect these relationships to continue to grow as we further solidify our position as a market leader in asset retirement.

During the six months ended June 30, 2023 we retired 100 Diversified wells, inclusive of the Central Region, at an average cost of approximately $20 to $25 thousand per well. We also retired an additional 87 wells for third party producers. Our asset retirement program reflects our solid commitment to a healthy environment and the surrounding communities, and we anticipate continued investment and innovation in this area.

This growth in our asset retirement capacity provides us with the ability to further integrate our asset retirement operations and generate cost efficiencies across a broader footprint. It will also provide us with the ability to generate additional third-party revenues by providing a suite of services to other production companies which can be utilized to help fund the cost associated with our own asset retirement program. As a result, we aim to obtain a prudent mix of both cost reduction and third-party revenues to maximize the benefits of our internal asset retirement program.

The composition of the provision for asset retirement obligations at the reporting date was as follows for the periods presented:

	Six Months Ended	Year Ended		
(In thousands)	June 30, 2023	December 31, 2022	December 31, 2021	December 31, 2020
Balance at beginning of period	$457,083	$525,589	$346,124	$199,521
Additions[(1)]	3,241	24,395	96,292	26,995
Accretion	13,991	27,569	24,396	15,424
Asset retirement costs	(2,077)	(4,889)	(2,879)	(2,442)
Disposals[(2)]	(6,314)	(16,779)	(16,500)	(3,838)
Revisions to estimate[(3)]	(12,942)	(98,802)	78,156	110,464
Balance at end of period	**$452,982**	**$457,083**	**$525,589**	**$346,124**
Less: Current asset retirement obligations	4,517	4,529	3,399	1,882
Non-current asset retirement obligations	**$448,465**	**$452,554**	**$522,190**	**$344,242**

(1) Refer to Note 5 in the Notes to the Consolidated Financial Statements and Note 4 in the Notes to the Interim Condensed Consolidated Financial Statements found elsewhere in this registration statement for additional information regarding acquisitions and divestitures.

(2) Associated with the divestiture of natural gas and oil properties in the normal course of business. Refer to Note 5 in the Notes to the Consolidated Financial Statements and Note 4 in the Notes to the Interim Condensed Consolidated Financial Statements found elsewhere in this registration statement for additional information regarding acquisitions and divestitures.

(3) As of June 30, 2023, we performed normal revisions to our asset retirement obligations, which resulted in a $13 million decrease in the liability. This decrease was comprised of a $16 million decrease attributable to a marginally higher discount rate which was offset by an increase of $3 million in cost revisions for our recent experiences. The marginal changes in the discount rate are a result of a decline in bond yield volatility over the first half of the year. As of December 31, 2022, we performed normal revisions to our asset retirement obligations, which resulted in a $99 million decrease in the liability. This decrease was comprised of a $145 million decrease attributable to a higher discount rate. The higher discount rate was a result of macroeconomic factors spurred by the increase in bond yields which have elevated with U.S. treasuries to combat the current inflationary environment. Partially offsetting this decrease was $29 million in cost revisions based on our recent asset retirement experiences and a $16 million timing revision for the acceleration of our retirement plans made possible by the recent asset retirement acquisitions that improve our asset retirement capacity through the growth of our operational capabilities. As of December 31, 2021, we performed normal revisions to our asset retirement obligations, which resulted in a $78 million increase in the liability. This increase was comprised of a $109 million increase attributable to the lower discount rate which was then offset by a $27 million

reduction in anticipated ARO cost. The remaining change was attributable to timing. The lower discount rate was a result of macroeconomic factors spurred by the COVID-19 recovery, which reduced bond yields and increased inflation. Cost reductions are a result of the expansion of our internal asset retirement program and efficiencies gained. As of December 31, 2020, the Company performed normal revisions to its asset retirement obligations which resulted in a $110 million adjustment, of which $103 million relates to macroeconomic factors stemming largely from the COVID-19 pandemic that reduced bond yields and resulted in a lower discount rate applied to our asset retirement obligations liability. The remaining $8 million relates to pricing-related adjustments based on historical costs incurred to retire wells.

The anticipated future cash outflows for our asset retirement obligations on an undiscounted and discounted basis were as set forth in the tables below as of June 30, 2023 and December 31, 2022. When discounting the obligation, consistent with IFRS guidance, we apply a contingency allowance for annual inflationary cost increases to our current cost expectations and then discount the resulting cash flows using a credit adjusted risk free discount rate resulting in a net discount rate of 3.6% and 3.6%, for the periods indicated, respectively. While the rate is comparatively small to the commonly utilized PV-10 metric in our industry, the impact is significant due to the long-life low-decline nature of our portfolio. Although productive life varies within our well portfolio, presently we expect all of our existing wells to have reached the end of their economic lives and be retired by approximately 2095, consistent with our reserve calculations which were independently evaluated by third-party engineers as of December 31, 2022.

When evaluating our ability to meet our asset retirement obligations we review reserves models which utilize the income approach to determine the expected discounted future net cash flows from estimated reserve quantities. These models determine future revenues associated with production using SEC pricing then consider the costs to produce and develop reserves, as well as the cost of asset retirement at the end of a well's life. These future net cash flows are discounted using a weighted-average cost of capital of 10% to produce the PV-10 of our reserves. After considering the asset retirement costs in these models, our PV-10 was approximately $8.8 billion, $4.0 billion and $1.1 billion as of December 31, 2022, 2021 and 2020, respectively, illustrating cash flows from our reserves well beyond our retirement obligations.

As of June 30, 2023:

	Not Later Than One Year	Later Than One Year and Not Later Than Five Years	Later Than Five Years	Total
		(in thousands)		
Undiscounted	$4,517	$17,360	$1,670,290	$1,692,167
Discounted	4,517	15,080	433,385	452,982

As of December 31, 2022:

	Not Later Than One Year	Later Than One Year and Not Later Than Five Years	Later Than Five Years	Total
		(in thousands)		
Undiscounted	$4,529	$19,671	$1,673,905	$1,698,105
Discounted	4,529	17,314	435,240	457,083

As of December 31, 2021:

	Not Later Than One Year	Later Than One Year and Not Later Than Five Years	Later Than Five Years	Total
		(in thousands)		
Undiscounted	$3,399	$17,210	$1,594,853	$1,615,462
Discounted	3,399	13,675	508,515	525,589

Cash Flows

Our principal sources of liquidity have historically been cash generated from operating activities. To minimize financing costs, we apply our excess cash flow to reduce borrowings on our Credit Facility. When we acquire assets to grow, we complement our Credit Facility with long-term, fixed-rate, fully-amortizing debt structures that better match the long-life nature of our assets. These structures afford us low borrowing rates and also provide a visible path for reducing leverage as we make scheduled principal payments. For larger value-adding acquisitions, and to ensure we maintain a leverage profile that we believe is appropriate for the type of assets we acquire, we will also raise equity proceeds through follow-on equity offerings.

We monitor our working capital to ensure that the levels remain adequate to operate the business with excess cash primarily being utilized for the repayment of debt or shareholder distributions. In addition to working capital management, we have a disciplined approach to managing operating costs and allocating capital resources, ensuring that we are generating returns on our capital investments to support the strategic initiatives in our business operations.

	Six Months Ended			
	June 30, 2023	June 30, 2022	$ Change	% Change
		(in thousands)		
Net cash provided by operating activities	$ 172,566	$ 204,987	$ (32,421)	(16)%
Net cash used in investing activities	(250,017)	(122,118)	(127,899)	105%
Net cash provided by financing activities	74,330	91,915	(17,585)	(19)%
Net change in cash and cash equivalents	**$ (3,121)**	**$ 174,784**	**$(177,905)**	**(102)%**

	Year Ended						
(In thousands)	December 31, 2022	December 31, 2021	December 31, 2020	$ Change 2022 – 2021	% Change 2022 – 2021	$ Change 2021 – 2020	% Change 2021 – 2020
Net cash provided by operating activities	$ 387,764	$ 320,182	$ 241,710	$ 67,582	21%	$ 78,472	32%
Net cash used in investing activities	(386,457)	(627,712)	(245,119)	241,255	(38)%	(382,593)	156%
Net cash provided by financing activities	(6,536)	318,709	3,127	(325,245)	(102)%	315,582	10,092%
Net change in cash and cash equivalents	**$ (5,229)**	**$ 11,179**	**$ (282)**	**$ (16,408)**	**(147)%**	**$ 11,461**	**(4,064)%**

Net Cash Provided by Operating Activities

For the six months ended June 30, 2023, net cash provided by operating activities of $173 million decreased $32 million, or 16%, when compared to $205 million for the six months ended June 30, 2022. The decrease in net cash provided by operating activities was predominantly attributable to the following:

- A turnover in our working capital position of $194 million. reflecting the impact of the rapid changes in commodity markets during the post-pandemic era. During the six months ended June 30,

2022 commodity pricing was rapidly accelerating allowing us to build a working capital benefit of $92 million. When prices cycled back down in 2023 the build up in working capital began to unwind generating cash outflows of $102 million; and

- These outflows from working capital turnover were offset in part by a $59 million increase in Adjusted EBITDA as well as declines of $64 million in other adjusting costs during the six months ended June 30, 2023 when compared to the six months ended June 30, 2022. Additionally, our hedge modifications transitioned from an outflow of $7 million to an inflow of $17 million offsetting an additional $24 million in year-over-year working capital turnover.

For the year ended December 31, 2022, net cash provided by operating activities of $388 million increased by $68 million, or 21%, when compared to $320 million in 2021. The increase in net cash provided by operating activities was predominantly attributable to the following:

- An increase in Total Revenue, inclusive of settled hedges, which marginally offset the increases in expenses described above. This net increase in Adjusted EBITDA was then offset by the increases in cost associated with acquisitions and hedge optimization payments described in Note 13 of the Notes to the Consolidated Financial Statements found elsewhere in this registration statement; and
- Changes in working capital generated additional cash inflows, driven by increasing accounts payable balances, accrued liability, and distribution in suspense balances. These increases are a function of our period-over-period growth through acquisitions and the higher price environment experienced in 2022.

For the year ended December 31, 2021, net cash provided by operating activities of $320 million increased by $78 million, or 32%, as compared to $242 million in 2020. The increase in net cash provided by operating activities was predominantly attributable to the following:

- An increase in Total Revenues, inclusive of hedges, which marginally offset the increases in expenses described above. This increase was then offset by the increases in costs associated with acquisitions described above as well as by increases in hedge modification payments that were made to take advantage of the higher commodity price environment; and
- A meaningful increase in working capital inflows, driven by increasing accounts payable balances. This increase in accounts payable was a function of the increase in hedge settlement payments, as discussed above, and of increases that resulted from our growth through acquisitions.

Production, realized prices, operating expenses, and G&A are discussed above.

Net Cash Used in Investing Activities

For the six months ended June 30, 2023, net cash used in investing activities of $250 million increased $128 million, or 105%, from outflows of $122 million for the six months ended June 30, 2022. The change in net cash used in investing activities was primarily attributable to the following:

- An increase in cash outflows of $161 million for acquisition and divestiture activity resulted in cash outflows associated with acquisitions, net of proceeds from divestitures, of $225 million during the six months ended June 30, 2023, compared to $64 million for the six months ended June 30, 2022. Refer to Note 4 in the Notes to the Interim Condensed Consolidated Financial Statements found elsewhere in this registration statement for additional information regarding acquisitions and divestitures; and
- The increase in cash outflows for acquisition and divestiture activity was offset in part by a $13 million decrease in capital expenditures. Capital expenditures were $32 million for the six months ended June 30, 2023 compared to $45 million for the six months ended June 30, 2022. This decrease in capital expenditures was primarily driven by a decline in development costs year-over-year due to the timing of completion activities.

For the year ended December 31, 2022, net cash used in investing activities of $386 million decreased by $241 million, or 38%, from outflows of $628 million in 2021. The change in net cash used in investing activities was primarily attributable to the following:

- A decrease in cash outflows of $268 million for acquisition and divestiture activity provided cash outflows associated with acquisitions and divestitures was $313 million during the year ended December 31, 2022 when compared to $580 million for the year ended December 31, 2021. Refer to Note 5 in the Notes to the Consolidated Financial Statements for additional information regarding acquisitions and divestitures; and
- Capital expenditures were $86 million for the year ended December 31, 2022 compared to $50 million for the year ended December 31, 2021. This increase in capital expenditures is primarily driven by our growth through acquisitions year-over-year.

For the year ended December 31, 2021, net cash used in investing activities of $628 million increased by $383 million, or 156%, as compared to $245 million in 2020. The change in net cash used in investing activities was primarily attributable to the following:

- An increase in cash outflows of $356 million for acquisition and divestiture activity resulted in cash outflows associated with acquisitions and divestitures of $580 million during the year ended December 31, 2021, compared to $224 million for the year ended December 31, 2020. Refer to Note 5 in the Notes to the Consolidated Financial Statements for additional information regarding acquisitions and divestitures; and
- Capital expenditures were $50 million for the year ended December 31, 2021 compared to $22 million for the year ended December 31, 2020. This increase in capital expenditures was primarily driven by our growth through acquisitions year-over-year. As of and subsequent to December 31, 2021, we have not incurred any material capital commitments.

Net Cash Provided by Financing Activities

For the six months ended June 30, 2023, net cash provided by financing activities of $74 million decreased $18 million, or 19%, as compared to $92 million for the six months ended June 30, 2022. This change in net cash provided by financing activities was primarily attributable to the following:

- Our Credit Facility activity resulted in net proceeds of $209 million for the six months ended June 30, 2023 versus net repayments of $571 million for the six months ended June 30, 2022, with much of the decrease in our Credit Facility borrowings being attributable to the proceeds generated by the ABS notes in 2022;
- Our other borrowing structures generated net repayments of $152 million for the six months ended June 30, 2023, as compared to net proceeds of $908 million for the six months ended June 30, 2022. This is primarily a result of the ABS III, IV, V, and VI issuances in 2022 to being held for a full reporting cycle when compared to 2023;
- An increase of $157 million in proceeds from equity issuances as there were no issuances for the six months ended June 30, 2022;
- An increase of $12 million in dividends paid for the six months ended June 30, 2023 as compared to the six months ended June 30, 2022; and
- An increase of $73 million in hedge modifications as there were no financing-related hedge modifications for the six months ended June 30, 2023 as compared to the six months ended June 30, 2022.

For the year ended December 31, 2022, net cash provided by financing activities of $7 million decreased by $325 million, or 102%, as compared to $319 million in 2021. This change in net cash provided by financing activities was primarily attributable to the following:

- Credit Facility activity resulted in net repayments of $515 million in 2022 versus net proceeds of $357 million in 2021, with much of the increase attributable to the issuance of the ABS III-VI Notes in 2022 which refinanced a portion of our Credit Facility by converting it to fixed rate, hedge protected, amortizing structures;
- Our ABS Notes and the Term Loan I generated net proceeds of $967 million in 2022 which consisted of $1.1 billion in proceeds, net of discounts, debt issuance costs and hedge book modifications, and

$232 million in repayments. By comparison our ABS Notes and Term Loan I had net repayments of $67 million in 2021 with no comparative new issuances;

- A decrease of $214 million in proceeds from equity issuances since we did not issue new equity in 2022;
- An increase of $13 million in dividends paid in 2022 as compared to 2021;
- An increase of $35 million in the repurchase of shares, inclusive of EBT repurchases, as there were no similar repurchases in 2021; and
- Restricted cash outflows increased by $38 million year-over-year as a result of the establishment of the interest reserve required by our ABS III — VI Notes that were issued in 2022. No similar notes were issued in 2021.

For the year ended December 31, 2021, net cash provided by financing activities of $319 million increased by $316 million, or 10,092%, as compared to $3 million in 2020. This change in net cash provided by financing activities was primarily attributable to the following:

- Credit Facility activity resulted in net proceeds of $357 million in 2021 versus net repayments of $223 million in 2020, with much of the increase attributable to the expanded borrowing base for acquisition activity;
- Structured debt facilities resulted in repayments of $62 million in 2021, as compared to net proceeds of $318 million (proceeds of $353 million and repayments of $35 million) in 2020. The increase in repayments is a result of the May 2020 issuance of the ABS II Notes and Term Loan I and a partial year of amortizing principal repayments in 2020;
- An increase of $132 million in proceeds from equity issuances that raised $214 million in 2021 as compared to equity issuances that raised $81 million in 2020. The additional proceeds were used to finance acquisition activity;
- An increase of $32 million in dividends paid in 2021 as compared to 2020;
- A decrease of $16 million in the repurchase of shares as we did not repurchase any shares in 2021; and
- A decrease in restricted cash outflows of $14 million year-over-year as a result of the establishment of the interest reserve required by our long-term financing agreements for the ABS II Notes and Term Loan I in the prior year. These reserves naturally decline over time with the amortizing nature of the financing structure.

Refer to Notes 13, 16, 18 and 21 in the Notes to the Consolidated Financial Statements and Notes 7, 8, 9 and 11 in the Notes to the Interim Condensed Consolidated Financial Statements found elsewhere in this registration statement for additional information regarding share capital, dividends and borrowings, respectively.

Off-Balance Sheet Arrangements

We may enter into off-balance sheet arrangements and transactions that give rise to material off-balance sheet obligations. As of June 30, 2023 and December 31, 2022, our material off-balance sheet arrangements and transactions include operating service arrangements and $11 million and $11 million in letters of credit outstanding against our Credit Facility, respectively. There are no other transactions, arrangements or other relationships with unconsolidated entities or other persons that are reasonably likely to materially affect our liquidity or availability of capital resources.

Contractual Obligations and Contingent Liabilities and Commitments

We have various contractual obligations in the normal course of our operations and financing activities. Significant contractual obligations as of June 30, 2023 were as follows:

	Not Later Than One Year	Later Than One Year and Not Later Than Five Years	Later Than Five Years	Total
		(in thousands)		
Recorded contractual obligations				
Trade and other payables	$ 69,744	$ —	$ —	$ 69,744
Borrowings	231,819	972,846	350,543	1,555,208
Leases	10,645	22,663	—	33,308
Asset retirement obligation[(1)]	4,517	17,360	1,670,290	1,692,167
Other liabilities[(2)]	158,045	936	—	158,981
Off-Balance Sheet contractual obligations				
Firm Transportation	31,599	36,025	176,464	244,088
Total	**$506,369**	**$1,049,830**	**$2,197,297**	**$3,753,496**

(1) Represents our asset retirement obligation on an undiscounted basis. On a discounted basis the liability is $453 million as of June 30, 2023 as presented on the Condensed Consolidated Statement of Financial Position.

(2) Represents accrued expenses and net revenue clearing. Excludes taxes payable, asset retirement obligations, revenue to be distributed and the long-term portion of the value associated with the upfront promote received from Oaktree.

We believe that our cash flows from operations and existing liquidity will be sufficient to meet our existing contractual obligations and commitments for at least the next 12 months. Cash flows from operations were $173 million for the six months ended June 30, 2023, which includes only partial-year contributions from our Tanos II acquisition in 2023. Cash flows from operations were $388 million for the year ended December 31, 2022, which includes only partial-year contributions from our acquisitions in 2022. As of June 30, 2023 and December 31, 2022, we had current assets of $339 million and $354 million, respectively, and available borrowings on our Credit Facility of $99 million and $183 million, respectively, (excluding $11 million and $11 million in outstanding letters of credit, respectively), which could also be used to service our contractual obligations and commitments over the next 12 months.

Litigation and Regulatory Proceedings

From time to time, we may be involved in legal proceedings in the ordinary course of business. We are not currently a party to any material litigation proceedings, the outcome of which, if determined adversely to us, individually or in the aggregate, is reasonably expected to have a material and adverse effect on our business, financial position or results of operations. In addition, we are not aware of any material legal or administrative proceedings contemplated to be brought against us.

We have no other contingent liabilities that would have a material impact on our financial position, results of operations or cash flows.

Environmental Matters

Our operations are subject to environmental laws and regulation in all the jurisdictions in which we operate. We are unable to predict the effect of additional environmental laws and regulations that may be adopted in the future, including whether any such laws or regulations would adversely affect our operations. We can offer no assurance regarding the significance or cost of compliance associated with any such new environmental legislation or regulation once implemented.

In May 2022, we joined the Oil and Gas Methane Partnership 2.0 (the "OGMP"), a multi-stakeholder initiative launched by the United Nations Environment Program and Climate and Clean Air Coalition in partnership with the European Commission, the UK Government, Environmental Defense Fund and other leading natural gas and oil companies, to further advance our commitment to reducing emissions.

The OGMP is a voluntary commitment which includes establishment of a credible pathway to attaining the "Gold Standard Compliance" designation for the natural gas produced by the Company. We have attained the "Gold Standard Pathway" for our implementation plan whereby we seek to improve our current measurement processes for natural gas emissions. We expect the impact on our operations to be improved efficiency and reduced emissions.

Recently Issued Accounting Pronouncements

Refer to Note 3 in the Notes to the Consolidated Financial Statements found elsewhere in this registration statement for information regarding recent accounting pronouncements applicable to our Consolidated Financial Statements.

Critical Accounting Policies and Estimates

Refer to Notes 3 and 4 in the Notes to the Consolidated Financial Statements and Note 3 in the Notes to the Interim Condensed Consolidated Financial Statements found elsewhere in this registration statement for information regarding our significant accounting policies, judgments and estimates.

Quantitative and Qualitative Disclosure About Market Risk

We are exposed to a variety of financial risks such as market risk, credit risk, liquidity risk, capital risk and collateral risk. We manage these risks by monitoring the unpredictability of financial markets and seeking to minimize potential adverse effects on our financial performance on a continuous basis.

Our principal financial liabilities are comprised of borrowings, leases and trade and other payables, used primarily to finance and financially guarantee our operations. Our principal financial assets include cash and cash equivalents and trade and other receivables derived from our operations.

We also enter into derivative financial instruments which, depending on market dynamics, are recorded as assets or liabilities. To assist with the design and composition of our hedging program, we engage a specialist firm with the appropriate skills and experience to manage our risk management derivative-related activities.

Market Risk

Market risk is the possibility that the fair value of future cash flows of a financial instrument will fluctuate due to changes in market prices. Market risk is comprised of two types of risk: interest rate risk and commodity price risk. Financial instruments affected by market risk include borrowings and derivative financial instruments. Derivative and non-derivative financial instruments are used to manage market price risks resulting from changes in commodity prices and foreign exchange rates, which could have a negative effect on assets, liabilities or future expected cash flows.

Interest Rate Risk

We are subject to market risk exposure related to changes in interest rates. Our borrowings primarily consist of fixed-rate amortizing notes and our variable rate Credit Facility as illustrated below.

	June 30, 2023		December 31, 2022		December 31, 2021	
(In thousands)	Borrowings	Interest Rate[1]	Borrowings	Interest Rate[1]	Borrowings	Interest Rate[1]
ABS Notes and Term Loan I	$1,281,889	5.68%	$1,435,082	5.70%	$461,685	5.54%
Credit Facility	$ 265,000	8.65%	$ 56,000	7.42%	$570,600	3.50%

(1) The interest rate on the ABS Notes and Term Loan I borrowings represents the weighted-average fixed-rate of the notes while the interest rate presented for the Credit Facility represents the floating rate as of June 30, 2023, December 31, 2022 and 2021,respectively. During the year ended December 31, 2022, the Credit Facility transitioned from LIBOR to SOFR during the regular spring redetermination. We did not experience a material impact from the transition.

Refer to Note 21 in the Notes to the Consolidated Financial Statements and Note 11 in the Notes to the Interim Condensed Consolidated Financial Statements found elsewhere in this registration statement for additional information regarding the ABS Notes, Term Loan I and Credit Facility. The table below represents the impact of a 100 basis point adjustment in the borrowing rate for the Credit Facility and the corresponding impact on finance costs. This represents a reasonably possible change in interest rate risk.

Credit Facility Interest Rate Sensitivity (In thousands)	June 30, 2023	December 31, 2022	December 31, 2021
+100 Basis Points	$ 2,650	$ 560	$ 5,706
-100 Basis Points	$(2,650)	$(560)	$(5,706)

During 2022, we entered into four ABS financing arrangements with fixed interest rates thereby decreasing our exposure to rising short-term interest rates. We strive to maintain a prudent balance of floating and fixed-rate borrowing exposure, particularly during uncertain market conditions. As part of our risk mitigation strategy from time to time we enter into swap arrangements to increase or decrease exposure to floating or fixed- interest rates to account for changes in the composition of borrowings in our portfolio. As a result, the total principal hedged through the use of derivative financial instruments varies from period to period. The fair value of our interest rate swaps represents an asset of $0.4 million as of June 30, 2023 and a liability of $3 million and $0.1 million as of December 31, 2022 and 2021, respectively Refer to Note 13 in the Notes to the Consolidated Financial Statements and Note 7 in the Notes to the Interim Condensed Consolidated Financial Statements found elsewhere in this registration statement for additional information regarding derivative financial instruments.

Commodity Price Risk

Our revenues are primarily derived from the sale of our natural gas, NGLs and oil production, and as such, we are subject to commodity price risk. Commodity prices for natural gas, NGLs and oil can be volatile and can experience fluctuations as a result of relatively small changes in supply, weather conditions, economic conditions and government actions. For the six months ended June 30, 2023 and for the years ended December 31, 2022, 2021 and 2020, our commodity revenue was $456 million, $1,873 million, $973 million and $382 million respectively. We enter into derivative financial instruments to mitigate the risk of fluctuations in commodity prices. The total volumes hedged through the use of derivative financial instruments varies from period to period, but generally our objective is to hedge at least 65% for the next 12 months, at least 50% in months 13 to 24, and a minimum of 30% in months 25 to 36, of our anticipated production volumes. Refer to Note 13 in the Notes to the Consolidated Financial Statements and Note 7 in the Notes to the Interim Condensed Consolidated Financial Statements found elsewhere in this registration statement for additional information regarding derivative financial instruments.

By removing price volatility from a significant portion of our expected production through 2032, it has mitigated, but not eliminated, the potential effects of changing prices on our operating cash flow for those periods. While mitigating negative effects of falling commodity prices, these derivative contracts also limit the benefits we would receive from increases in commodity prices. For further detail regarding the risks to our business resulting from commodity price volatility, see "*Risk Factors — Risks Relating to Our Business, Operations and Industry — Volatility and future decreases in natural gas, NGLs and oil prices could materially and adversely affect our business, results of operations, financial condition, cash flows or prospects*."

Credit and Counterparty Risk

We are exposed to credit and counterparty risk from the sale of our natural gas, NGLs and oil. Trade receivables from customers are amounts due for the purchase of natural gas, NGLs and oil. Collectability is dependent on the financial condition of each customer. We review the financial condition of customers

prior to extending credit and generally do not require collateral in support of their trade receivables. We had no customers that comprised over 10% of our total trade receivables from customers as of June 30, 2023 and December 31, 2022, and one customer that comprised 13% of our total trade receivables from customers as of December 31, 2021. As of June 30, 2023, December 31, 2022 and December 31, 2021, our trade receivables from customers were $172 million, $278 million and $268 million, respectively.

We are also exposed to credit risk from joint interest owners, which are individuals and entities that own a working interest in the properties we operate. Joint interest receivables are classified in trade receivables, net in the Consolidated Statement of Financial Position. We have the ability to withhold future revenue payments to recover any non-payment of joint interest receivables. As of June 30, 2023, December 31, 2022 and December 31, 2021, our joint interest receivables were $23 million, $19 million and $15 million, respectively.

The majority of trade receivables are current and we believe these receivables are collectible. Refer to Note 3 in the Notes to the Consolidated Financial Statements found elsewhere in this registration statement for additional information.

Liquidity Risk

Liquidity risk is the possibility that we will not be able to meet our financial obligations as they are due. We manage this risk by maintaining adequate cash reserves through the use of cash from operations and borrowing capacity on the Credit Facility. We also continuously monitor our forecasts and actual cash flows to ensure we maintain an appropriate amount of liquidity.

Capital Risk

We define capital as the total of equity shareholders' funds and long-term borrowings net of available cash balances. Our objectives when managing capital are to provide returns for shareholders and safeguard the ability to continue as a going concern while pursuing opportunities for growth through identifying and evaluating potential acquisitions and constructing new infrastructure on existing proved leaseholds. Our Board does not establish a quantitative return on capital criteria, but rather promote year-over-year Adjusted EBITDA growth. We seek to maintain a leverage target at or below 2.5x after giving effect to acquisitions and any related financing arrangements.

Collateral Risk

We have pledged 100% of our upstream natural gas and oil properties in Appalachia and the upstream natural gas and oil properties in the Barnett Shale (excluding those in the Alliance, Texas area, which have been pledged under the Credit Facility) as of June 30, 2023 to fulfil the collateral requirements for borrowings under the ABS Notes and Term Loan I. Our remaining natural gas and oil properties collateralize the Credit Facility. The fair value of the borrowings collateral is based on a third-party engineering reserve calculation using estimated cash flows discounted at 10% and a commodities futures price schedule. Refer to Notes 5 and 21 in the Notes to the Consolidated Financial Statements and Notes 4 and 11 in the Notes to the Interim Condensed Consolidated Financial Statements found elsewhere in this registration statement for additional information regarding acquisitions and borrowings, respectively.

Internal Control Over Financial Reporting

During the preparation of our December 31, 2021 consolidated financial statements, we identified a material weakness pertaining to the completeness and accuracy of data provided to specialists used in the evaluation of fair value of natural gas and oil properties acquired in business combinations. During 2022, we implemented a remediation plan, primarily consisting of adding control activities to re-validate the completeness and accuracy of the data provided to specialists throughout the business combination business cycle for each acquisition. While we believe our remediation efforts were successful, we are also not currently required to evaluate our internal control over financial reporting in a manner that meets the rules and regulations of the SEC given our foreign private issuer status as a UK public company. As a result, we have not engaged our external auditors to perform an audit over our internal control over financial reporting. Upon completion of this listing, we will be subject to Section 404 of the Sarbanes-Oxley Act of

2002 which requires that we include a report of management on our internal control over financial reporting in our second annual report on Form 20-F. In addition, our independent registered public accounting firm must attest to and report on the effectiveness of our internal control over financial reporting in our second annual report on Form 20-F. No other material weakness in financial reporting has been identified in 2020, 2021, 2022 or during the first six months of 2023.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim consolidated financial statements will not be prevented or detected on a timely basis. See "*Risk Factors — Risks Relating to Our Ordinary Shares — Failure to comply with requirements to design, implement and maintain effective internal control over financial reporting could have a material adverse effect on our business*."

C. Research and Development, Patents and Licenses, etc.

Not Applicable.

D. Trend Information

Other than as disclosed elsewhere in this registration statement, we are not aware of any trends, uncertainties, demands, commitments or events since December 31, 2022 that are reasonably likely to have a material adverse effect on our revenues, income, profitability, liquidity or capital resources, or that would cause the disclosed financial information to be not necessarily indicative of future operating results or financial conditions. For a discussion of trend information, see "*Item 5. Operating and Financial Review and Prospects — A. Operating Results — Key factors Affecting Our Performance*."

E. Critical Accounting Estimates

Refer to Note 4 (Significant Accounting Judgments and Estimates) in the Notes to the Consolidated Financial Statements as of December 31, 2022 found elsewhere in this registration statement for information regarding our significant judgments and estimates.

Item 6. Directors, Senior Management and Employees

A. Directors and Senior Management

The following table presents information about our current executive directors and board members, including their ages as of October 31, 2023:

Name	Age	Position
Robert Russell ("Rusty") Hutson, Jr.	54	Co-Founder, Chief Executive Officer and Director
Bradley G. Gray[(1)]	55	President and Chief Financial Officer
Benjamin Sullivan	44	Senior Executive Vice President, Chief Legal & Risk Officer, and Corporate Secretary
David E. Johnson[(2)(3)(4)]	63	Independent Chairman of the Board
Martin K. Thomas[(3)(5)]	59	Vice Chairman of the Board
Kathryn Z. Klaber[(3)(4)(5)]	58	Independent Director
Sylvia J. Kerrigan[(2)(3)]	58	Senior Independent Director
Sandra M. Stash[(2)(4)(5)]	64	Independent Director
David J. Turner, Jr.[(2)(5)]	60	Independent Director

(1) Mr. Gray was a director for the 12 month period ended December 31, 2022 and until September 15, 2023, but is no longer an executive director as of the date of this registration statement.

(2) Remuneration Committee member

(3) Nomination and Governance Committee member

(4) Sustainability and Safety Committee member

(5) Audit and Risk Committee member

The current business addresses for our executive officers and directors is c/o Diversified Energy Company plc, 1600 Corporate Drive, Birmingham, Alabama 35242.

Robert Russell ("Rusty") Hutson, Jr. is our co-founder and has served as our Chief Executive Officer since the founding of our predecessor entity in 2001. Mr. Hutson also serves on our board of directors. Prior to founding the Company, Mr. Hutson held finance and accounting roles for 13 years at Bank One (Columbus, Ohio) and Compass Bank (Birmingham, Alabama). Mr. Hutson has a B.S. degree in Accounting from Fairmont State College — West Virginia and received a CPA license (Ohio).

Bradley G. Gray has served as our President and Chief Financial Officer since September 2023, and prior to that served as Executive Vice President, Chief Operating Officer since October 2016. Prior to joining us, Mr. Gray served as the Senior Vice President and Chief Financial Officer for Royal Cup, Inc. from August 2014 to October 2016. Prior to that, from 2006 to 2014, Mr. Gray served in various roles at The McPherson Companies, Inc., most recently as Executive Vice President and Chief Financial Officer from September 2006 to December 2013. Mr. Gray previously worked in various financial and operational roles at Saks Incorporated from 1997 to 2006. Mr. Gray has a B.S. degree in Accounting from the University of Alabama and was formerly a licensed CPA (Alabama).

Benjamin Sullivan has served as our Senior Executive Vice President, Chief Legal & Risk Officer, and Corporate Secretary since September 2023, and prior to that served as Executive Vice President, General Counsel and Corporate Secretary since 2019. Prior to joining us, Mr. Sullivan worked with Greylock Energy, LLC (an ArcLight Capital Partners portfolio company) and its predecessor, Energy Corporation of America, from 2012 to 2017, most recently as Executive Vice President, General Counsel and Corporate Secretary from 2017 to 2019. Prior to that, Mr. Sullivan served as counsel for EQT Corporation from 2006 to 2012. He is a member of the leadership and board of directors of several commerce, legal and industry groups, and has considerable experience in corporate governance and reporting/ESG, complex commercial transactions, land/real estate, acquisitions & divestitures, financing, government investigations and corporate workouts and restructurings. Mr. Sullivan received a B.A. from University of Kentucky and a J.D. degree from the West Virginia University College of Law. He holds licenses to practice law in several states, including Pennsylvania and West Virginia.

David E. Johnson has served on our board of directors since February 2017 and as our Independent Chairman of the Board since April 2019. He has worked at a number of leading investment firms, as both an investment analyst and a manager, and more recently in equity sales and investment management. Mr. Johnson currently serves on the board of Chelverton Equity Partners, an AIM-listed holding company, where he serves as a member of the Remuneration, Audit and Nomination committees. Previously, Mr. Johnson was a consultant at Chelverton Asset Management from August 2016 to February 2019. Prior to that, he worked as a fund manager for the investment department a large insurance company and then as Head of Sales and Head of Equities at a London investment bank. Mr. Johnson earned a Bachelor of Arts in Economics from the University of Reading.

Martin K. Thomas has served on our board of directors since January 2015. Since January 2022, Mr. Thomas has served as a consultant at the law firm Wedlake Bell LLP, from where he was previously a Partner from January 2018 to December 2021. During his more than 30-year legal career, Mr. Thomas has also served as Partner of Watson Farley & Williams LLP from February 2015 to April 2017 and as consultant of the same firm from May 2017 to May 2018. Mr. Thomas earned a Bachelor of Laws from the University of Reading and completed his Law Society Final Examinations at The College of Law in the UK.

Kathryn Z. Klaber has served on our board of directors since January 2023. Since 2014, Ms. Klaber has served as the Managing Director of The Klaber Group, which provides strategic consulting services to businesses and organizations with a focus on energy development in the United States and abroad. Prior to founding The Klaber Group, Ms. Klaber launched the Marcellus Shale Coalition, serving as its first CEO from 2009 to 2013. Previously in her career, Ms. Klaber also served as the Executive Vice President for Competitiveness at the Allegheny Conference on Community Development, Executive Director of the

Pennsylvania Economy League, and consultant at Environmental Resources Management, where she gained significant experience in EHS strategy and compliance. Ms. Klaber received her B.A. in Environmental Science from Bucknell University and her MBA from Carnegie Mellon University.

Sylvia J. Kerrigan has served on our board of directors since October 2021. Currently, she is the Chief Legal Officer at Occidental Petroleum Corporation (NYSE: OXY). Prior to joining Occidental, Ms. Kerrigan served as the Executive Director of the Kay Bailey Hutchinson Center for Energy, Law and Business at the University of Texas, where she remains a member of the Executive Council. In Ms. Kerrigan's more than 20 years with Marathon Oil Corporation, she served in a number of roles overseeing public policy, legal and compliance, corporate positioning and external communications before retiring in 2017 after eight years as the Executive Vice President, General Counsel and Corporate Secretary. Ms. Kerrigan has also served as a director for Hornbeck Offshore Services, Inc. since August 2022 and Vice-Chair of the Board of Trustees for Southwestern University since March 2014. Ms. Kerrigan holds a Directorship Certification through the National Association of Corporate Directors. Ms. Kerrigan earned a Bachelor of Arts from Southwestern University and a Doctor of Jurisprudence from the University of Texas at Austin School of Law.

Sandra M. Stash has served on our board of directors since October 2019. Ms. Stash joined Tullow Oil in October 2013 serving as Executive Vice President of Safety, Operations and Engineering, and External Affairs where she served until March 2020. Ms. Stash is a Certified Director of the National Association of Corporate Directors and currently serves on the boards of Chaarat Gold Holdings Limited (AIM: CGH), Trans Mountain Company, Warriors and Quiet Waters, Colorado School of Mines Board of Governors, First Montana Bank and African Gifted Foundation. Ms. Stash earned a Bachelor of Science in Petroleum Engineering from the Colorado School of Mines and is a Registered Professional Engineer.

David J. Turner, Jr. has served on our board of directors since May 2019. Mr. Turner has served as Chief Financial Officer of Regions Financial Corporation (NYSE: RF) since 2010 where he leads all finance operations, including mergers and acquisitions, financial systems, investor relations, corporate treasury, corporate tax, management planning and reporting and accounting. Prior to his appointment as Chief Financial Officer, Mr. Turner oversaw the Internal Audit Division for AmSouth Bank (which merged with Regions Financial Corporation in 2006) from April 2005 to March 2010. Before beginning his banking career, Mr. Turner was a certified public accountant and an Audit Partner with Arthur Andersen and KPMG specializing in financial services clients. He earned a Bachelor of Science in Accounting from the University of Alabama.

Family Relationships

There are no family relationships among any of our executive officers or directors.

Appointment Rights

The Company may by ordinary resolution elect any person who is willing to act to be a director, either to fill a vacancy or as an additional director, but so that the total number of directors shall not exceed any maximum number fixed by or in accordance with our Articles of Association.

No person (other than a director retiring in accordance with our Articles of Association) shall be elected or re-elected a director at any general meeting unless:

- he is recommended by the board of directors; or
- not less than 14 nor more than 42 days before the date appointed for the meeting there has been given to the Company, by a shareholder (other than the person to be proposed) entitled to vote at the meeting, notice of his intention to propose a resolution for the election of that person, stating the particulars which would, if he were so elected, be required to be included in the Company's register of directors and a notice executed by that person of his willingness to be elected.

Every resolution of a general meeting for the election of a director shall relate to one named person and a single resolution for the election of two or more persons shall be void, unless a resolution that it shall be so proposed has been first agreed to by the meeting without any vote being cast against it.

At each annual general meeting every director shall retire from office. A retiring director shall be eligible for re-election, and a director who is re-elected will be treated as continuing in office without a break.

A retiring director who is not re-elected shall retain office until the close of the meeting at which he retires.

If the Company, at any meeting at which a director retires in accordance with our Articles of Association, does not fill the office vacated by such director, the retiring director, if willing to act, shall be deemed to be re-elected, unless at the meeting a resolution is passed not to fill the vacancy or to elect another person in his place or unless the resolution to re-elect him is put to the meeting and lost.

B. Compensation

Compensation of Executive Directors and Key Management Compensation

For the year ended December 31, 2022, the aggregate compensation paid to the members of our board of directors and our executive officers for services in all capacities was approximately $10 million. This amount includes the following compensation paid to our executive directors for the year ended December 31, 2022:

Name	Base Salary	Annual Bonus	Non-Equity Incentive Plan Compensation	All Other Compensation	Total
		(Amounts rounded to the nearest thousand)			
Robert Russell (“Rusty”) Hutson, Jr.	$719,932	$1,072,488	$49,276	$4,029,582	$5,871,278
Bradley G. Gray[1]	$437,240	$ 558,043	$47,500	$2,378,157	$3,420,940

(1) Mr. Gray was a director for the 12 month period ended December 31, 2022 and until September 15, 2023, but is no longer an executive director as of the date of this registration statement.

Pension, Retirement or Similar Benefits

Our executive officers are entitled to matching contributions from us of up to $23,100 per annum into their 401(k) retirement plans. They also receive a range of core benefits such as life insurance, private medical coverage and annual health screens.

Non-Executive Director Compensation

Directors’ Compensation Policy

The aggregate fees and any benefits of the Chairman of the Board and non-executive directors will not exceed the limit from time to time prescribed within the Company’s Articles of Association for such fees which is currently £1,055,000 per annum.

The following table sets forth the compensation paid during 2022 to the current non-executive directors, all of which was in the form of annual fees:

Name	Compensation
	(amounts in $)
David E. Johnson	199,698
Martin K. Thomas	145,212
David J. Turner, Jr.	155,842
Sandra M. Stash	144,554
Melanie A. Little	145,108
Sylvia J. Kerrigan	120,275

In addition, non-executive directors are reimbursed all necessary and reasonable expenses incurred in connection with the performance of their duties and any tax thereon in accordance with the Company's Non-Executive Director Expense Reimbursement Policy.

Equity Compensation Arrangements

2017 Equity Incentive Plan

Our board of directors adopted the Diversified Gas & Oil plc 2017 Equity Incentive Plan on January 30, 2017, which was amended and restated on March 29, 2021 (as amended, the "2017 Equity Incentive Plan"). Under the 2017 Equity Incentive Plan the Company offers incentives to employees and executive directors. Awards granted under the 2017 Equity Incentive Plan are administered by the board of directors (or duly constituted committee thereof), which are also responsible for, among other things, construing and interpreting the 2017 Equity Incentive Plan. Subject to certain conditions, a total of up to 65,680,609 new ordinary shares of the Company are or shall be, from time to time, available to satisfy awards under the 2017 Equity Incentive Plan. Shares available for distribution under the Equity Incentive may consist, in whole or in part, of authorized and unissued shares, treasury shares or shares reacquired by the Company in any manner. The 2017 Equity Incentive Plan provides for the potential award of two types of share option awards: incentive stock options and non-qualified stock options. The 2017 Equity Incentive Plan sets out eligibility conditions that must be followed, including that incentive stock options are only to be granted to employees and each award granted under the 2017 Equity Incentive Plan must be evidenced by an award agreement. The 2017 Equity Incentive Plan also provides for other awards consisting of stock appreciation rights, restricted awards, performance share awards and performance compensation awards. Performance compensation awards may take the form of a cash bonus, a portion of which may be deferred through the grant of restricted stock units. Award levels are determined each year by the Remuneration Committee. An award may not be granted to an individual if such grant would cause the aggregate total market value (as measured at the respective dates of grant) of the maximum number of shares that may be acquired on realization of the individual's 2017 Equity Incentive Plan awards in relation to the same financial year to exceed 200% of the individual's base salary at the date of grant. The vesting of awards granted to executive directors and other senior employees is normally dependent upon the satisfaction of stretching performance conditions that are appropriate to the strategic objectives of the Company. If the Remuneration Committee so determines upon the grant of certain types of awards, the number of shares under an award may be increased to account for dividends paid on any vesting shares in the period between grant and vesting (or such other period as the Remuneration Committee may determine). Alternatively, participants may receive a cash sum equal to the value of dividends paid on any vesting shares in the relevant period. Where appropriate, awards under the 2017 Equity Incentive Plan are granted subject to the Company's policy relating to malus and clawback and post-vesting holding periods. In any 10-year period, the Company may not grant awards under the 2017 Equity Incentive Plan if such grant would cause the number of shares that could be issued under the 2017 Equity Incentive Plan or any other share plan adopted by the Company or any other company under the Company's control on or after our admission on the LSE to exceed 10% of the Company's issued ordinary share capital at the proposed date of grant. The 2017 Equity Incentive Plan is governed by the laws of the State of Alabama.

The following table summarizes the number of outstanding shares and options granted to executive directors and non-executive directors, as of June 30, 2023:

Name	Performance Stock Units	Stock Options	Exercise Price Per Ordinary Share (in £)	Grant Date	Expiration Date (if applicable)	Plan Name
Executive Director						
Robert Russell ("Rusty")						
Hutson, Jr.	—	1,286,666	£0.84	04/14/2018	04/14/2028	2017 Equity Incentive Plan
	—	932,000	£1.20	05/09/2019	05/09/2029	2017 Equity Incentive Plan
	1,113,874	—	n/a	03/15/2021	n/a	2017 Equity Incentive Plan
	1,691,660	—	n/a	03/15/2022	n/a	2017 Equity Incentive Plan
	2,113,938	—	n/a	03/21/2023	n/a	2017 Equity Incentive Plan
Bradley G. Gray[(1)]	—	589,721	£0.84	04/14/2018	04/14/2028	2017 Equity Incentive Plan
	—	427,166	£1.20	05/09/2019	05/09/2029	2017 Equity Incentive Plan
	684,825	—	n/a	03/15/2021	n/a	2017 Equity Incentive Plan
	866,715	—	n/a	03/15/2022	n/a	2017 Equity Incentive Plan
	1,068,713	—	n/a	03/21/2023	n/a	2017 Equity Incentive Plan
Non-Executive Directors						
David E. Johnson	—	—				
Martin K. Thomas	—	—				
David J. Turner, Jr	—	—				
Sandra M. Stash	—	—				
Kathryn Z. Klaber	—	—				
Sylvia J. Kerrigan	—	—				

(1) Mr. Gray was a director for the 12 month period ended December 31, 2022, but is no longer an executive director as of the date of this registration statement.

2023 Employee Stock Purchase Plan

We have adopted the Diversified Energy Company PLC Employee Stock Purchase Plan, as may be amended from time to time (the "**ESPP**"), which is intended to constitute an "employee stock purchase plan" within the meaning of Section 423(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"). The material terms of the ESPP are summarized below.

Shares Available. The maximum number of our ordinary shares that may be issued under the ESPP shall not exceed 6,000,000 ordinary shares.

Administration. Our board of directors or the remuneration committee will have authority to adopt such rules, regulations, guidelines and forms as they deem necessary for the proper administration of the ESPP, to interpret the provisions and supervise the administration of the ESPP, and to take all necessary or advisable actions in connection with administration of the ESPP.

Eligibility. The plan administrator may designate certain of our subsidiaries and/or parent corporations, whether now or subsequently established, as participating "related corporations" in any given offering under the ESPP. Employees of our company and our designated related corporations are eligible to participate in the ESPP if they meet the eligibility requirements under the ESPP and applicable offering. Members of our board of directors, including executive directors, are not eligible to participate in the ESPP.

Subject to certain conditions and exceptions, the plan administrator may provide that each person, who, during an offering, first becomes an eligible employee, will receive a purchase right under that offering on a date specified in the offering. Employees who choose not to participate in an offering may enroll in any subsequent offering period, provided the eligibility and other applicable requirements are met.

In no event may an employee be granted rights to purchase stock under the ESPP if such employee, immediately after the grant, would own (directly or through attribution) stock possessing 5% or more of the total combined voting power or value of all classes of all shares of the Company or of any related corporation.

The plan administrator may establish sub-plans and initiate separate offerings through such sub-plans for the purpose of (i) facilitating participation in the ESPP by non-U.S. employees in compliance with foreign laws and regulations, without affecting the qualification of the remainder of the ESPP under Section 423 of the Code, or (ii) qualifying the ESPP for preferred tax treatment under U.S. or foreign tax laws. Alternatively, and in order to comply with the laws of a domestic or foreign jurisdiction, the plan administrator may, in its discretion, establish less favorable offering terms and conditions for citizens or residents of non-U.S. jurisdictions than for the employees residing in the United States.

Participation in an Offering. Eligible employees can become participants in the ESPP by enrolling and authorizing payroll deductions by the deadline established by the plan administrator for the applicable offering. Ordinary shares will be offered under the ESPP during the periods of time established by the plan administrator for each offering (i.e., offering periods). The length of offering periods under the ESPP will be determined by the plan administrator and may not exceed 27 months. Employee payroll deductions will be used to purchase shares on each purchase date during an offering period. The number of purchase periods within, and purchase dates during, each offering period will be established by the plan administrator. Offering periods under the ESPP will commence when determined by the plan administrator. The plan administrator may, in its discretion and subject to the ESPP requirements, establish new or different terms for future offering periods.

The ESPP permits participants to purchase our ordinary shares through payroll deductions of up to 15% of their compensation (as defined by the plan administrator in each offering), which may be determined as a percentage of compensation or a maximum dollar amount. Participants may reduce or increase their contributions during an offering period, so long as it is permitted in the offering, company policies and under applicable law. If required under applicable law or specifically provided in the offering, in addition to or instead of making contributions by payroll deductions, a participant may make contributions through the payment by cash, check or wire transfer prior to a purchase date.

In connection with each offering, the plan administrator may establish (i) a maximum number of shares that may be purchased by any participant on any purchase date during such offering, (ii) a maximum aggregate number of shares that may be purchased by all participants pursuant to such offering, (iii) a maximum aggregate number of shares that may be purchased by all participants on any purchase date under the offering, and/or (iv) a maximum and/or minimum contribution amount. In addition, no eligible employee is permitted to accrue purchase rights under the ESPP if such rights, together with any other rights granted under all employee stock purchase plans of the Company and any related corporations, permit such eligible employee's purchase rights to accrue at a rate which, when aggregated, exceeds $25,000 worth of shares during any calendar year during which such rights are outstanding (based on the fair market value of such shares determined at the time the purchase rights are granted).

On each offering date, each participant will be granted a purchase right to purchase our ordinary shares. On each purchase date, each participant's accumulated contributions will be applied towards the purchase of ordinary shares at the purchase price specified in the offering document. The purchase price will be established by the plan administrator, but will not be less than 85% of the lower of the fair market value of our ordinary shares on the offering date or on the applicable purchase date.

Subject to compliance with a withdrawal deadline, if any, participants may voluntarily end their participation in the ESPP by delivering to the Company a withdrawal form, and will be paid their accumulated but unused contributions that have not yet been used to purchase our ordinary shares. Upon such withdrawal, the participant's purchase right in the offering will immediately terminate. Participation ends automatically if a participant is no longer an employee for any reason or for no reason (subject to any post-employment participation period required by law) or otherwise becomes ineligible to participate in the ESPP.

Transferability. A participant may not transfer rights granted under the ESPP other than by will, the laws of descent and distribution or, if permitted by the Company, by a beneficiary designation.

Certain Transactions. In the event of capitalization adjustments (i.e., certain transactions or events affecting our ordinary shares, without the receipt of consideration by the Company, such as merger, consolidation, reorganization, recapitalization, reincorporation, share dividend, dividend in property other than cash, large nonrecurring cash dividend, share split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or other similar equity restructuring transactions), the plan administrator will make equitable adjustments to the ESPP and outstanding rights. In addition, in the event of a corporate transaction (as defined in the ESPP), (i) any surviving company or acquiring company (or its parent company) may assume or continue outstanding purchase rights or may substitute similar rights (including a right to acquire the same consideration paid to the shareholders in the corporate transaction) for outstanding purchase rights, or (ii) if any surviving or acquiring company (or its parent company) does not assume or continue such purchase rights or does not substitute similar rights for such purchase rights, then the participants' accumulated contributions will be used to purchase ordinary shares within 10 business days prior to the corporate transaction under the outstanding purchase rights, and the purchase rights and the ESPP will terminate immediately after such purchase.

Plan Amendment; Termination. The plan administrator may amend, suspend or terminate the ESPP at any time. However, shareholder approval will be required for any amendment of the ESPP for which shareholder approval is required by applicable law.

Insurance and Indemnification

To the extent permitted by the Companies Act 2006, we are empowered to indemnify our directors against any liability they incur by reason of their directorship. We maintain directors' insurance to insure such persons against certain liabilities. We have entered into a deed of indemnity with each of our directors.

Further, we provide our directors with directors' liability insurance. Insofar as indemnification of liabilities arising under the Securities Act may be permitted to our board of directors or persons controlling us pursuant to the foregoing provisions, we have been informed that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

C. Board Practices

Composition of our Board of Directors

Our board of directors is composed of seven members. As a foreign private issuer, under the listing requirements and rules of the NYSE, we are not required to have independent directors on our board of directors, except that our audit committee is required to consist fully of independent directors, subject to certain phase-in schedules. Our board of directors has determined that six of our seven directors do not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of director and that each of these directors is "independent" as that term is defined under the rules of the NYSE.

Duration of Board Term

Our executive director's service agreement is of indefinite duration, subject to termination by the Company or the individual on 6 months' notice. The service agreements of our current executive director complies with that policy. Each non-executive director serves on our board of directors for an initial period of 12 months, subject to re-election at each annual general meeting of the Company and are terminable on three months' notice given by either party.

Executive Director Employment Agreements

We entered into written service agreements with each of our executive directors who were on the board for fiscal year 2022. Each of these agreements contains provisions regarding non-competition, non-solicitation, confidentiality of information and intellectual property.

Robert Russell ("Rusty") Hutson, Jr.

We entered into a service agreement with Mr. Hutson on January 30, 2017. The Executive Director Remuneration Policy entitles Mr. Hutson to receive a base salary of $749,840 for 2023 and an opportunity

to earn an annual discretionary performance-based bonus of up to 175% of base salary, subject to the achievement of performance goals determined in accordance with our annual bonus plan.

Annual bonus plan levels and the appropriateness of measures are reviewed annually at the commencement of each financial year to ensure they continue to support the Company's strategy. The performance measures applied may be financial or non-financial; quantitative and qualitative; and corporate, divisional or individual and with such weightings as the Remuneration Committee considers appropriate. The metrics and weightings applicable in 2023 are as follows: 50% Adjusted EBITDA per Share, 20% Cash Cost per Mcfe and 30% ESG/EHS. Mr. Hutson is also entitled to automobile benefits and to participate in all our employee benefit plans, programs or arrangements in which other employees located in the United States are eligible to participate in, which includes a matching contribution under our 401(k) plan.

Either party may terminate the employment agreement by giving the other party at least six months' written notice, unless Mr. Hutson is terminated for cause (as described in Mr. Hutson's service agreement) or we instead terminate Mr. Hutson with immediate effectiveness and make a payment in lieu of notice equal to his basic salary that he would otherwise be entitled to for the whole or any remaining notice period. Mr. Hutson can also be placed on garden leave for all or part of the remaining period of his employment once notice to terminate employment has been served. Mr. Hutson's service agreement also contains restrictive covenants pursuant to which he has agreed to refrain from the following: (i) soliciting business from our key customers; (ii) carrying out business with our key customers; (iii) interfering with any of our key suppliers; (iv) soliciting any of our key employees; (v) employing or engaging any of our key employees; and (vi) competing with us, for a period of twelve months following termination of his employment.

Bradley G. Gray

Mr. Gray was a director for the 12 month period ended December 31, 2022, but is no longer an executive director as of the date of this registration statement. We entered into a service agreement with Mr. Gray on January 30, 2017. The Executive Director Remuneration Policy entitles Mr. Gray to receive a base salary of $455,188 for 2023 and an opportunity to earn an annual discretionary performance-based bonus of up to 150% of base salary, subject to the achievement of performance goals determined in accordance with our annual bonus plan.

Annual bonus plan levels and the appropriateness of measures are reviewed annually at the commencement of each financial year to ensure they continue to support the Company's strategy. The performance measures applied may be financial or non-financial; quantitative and qualitative; and corporate, divisional or individual and with such weightings as the Remuneration Committee considers appropriate. The metrics and weightings applicable in 2023 are as follows: 50% Adjusted EBITDA per Share, 20% Cash Cost per Mcfe and 30% ESG/EHS. Mr. Gray is also entitled to automobile benefits and to participate in all our employee benefit plans, programs or arrangements in which other employees located in the United States are eligible to participate in, which includes a matching contribution under our 401(k) plan.

Either party may terminate the employment agreement by giving the other party at least six months' written notice, unless Mr. Gray is terminated for cause (as described in Mr. Gray's service agreement) or we instead terminate Mr. Gray with immediate effectiveness and make a payment in lieu of notice equal to his basic salary that he would otherwise be entitled to for the whole or any remaining notice period. Mr. Gray can also be placed on garden leave for all or part of the remaining period of his employment once notice to terminate employment has been served. Mr. Gray is also entitled to a severance payment equal to six months' salary in equal monthly instalments if he is terminated in certain circumstances, subject to Mr. Gray entering into a general release. Mr. Gray's service agreement also contains restrictive covenants pursuant to which he has agreed to refrain from the following: (i) soliciting business from our key customers; (ii) carrying out business with our key customers; (iii) interfering with any of our key suppliers; (iv) soliciting any of our key employees; (v) employing or engaging any of our key employees; and (vi) competing with us, for a period of twelve months following termination of his employment.

Corporate Governance Practices and Foreign Private Issuer Status

Companies listed on the NYSE must comply with the corporate governance standards provided under Section 303A of the NYSE Listed Company Manual. As a "foreign private issuer," as defined by the SEC,

we will be permitted to follow home country corporate governance practices, instead of certain corporate governance practices required by the NYSE for U.S. domestic issuers, except that we are required to comply with Sections 303A.06, 303A.11 and 303A.12(b) and (c) of the Listed Company Manual. Under Section 303A.06, we must have an audit committee that meets the independence requirements of Rule 10A-3 under the Exchange Act. Under Section 303A.06, we must disclose any significant ways in which their corporate governance practices differ from those followed by domestic companies under NYSE listing standards. Finally, under Section 303A.12(b) and (c), we must promptly notify the NYSE in writing after becoming aware of any non-compliance with any applicable provisions of this Section 303A and must annually make a written affirmation to the NYSE. Further, an LSE listed company must disclose in its annual financial report a statement of how the listed company has applied the principles set out in the UK Corporate Governance Code, in a manner that would enable shareholders to evaluate how the principles have been applied, and a statement as to whether the listed company has (a) complied throughout the accounting period with all relevant provisions set out in the UK Corporate Governance Code; or (b) not complied throughout the accounting period with all relevant provisions set out in the UK Corporate Governance Code and if so, setting out: (i) those provisions, if any it has not complied with; (ii) in the case of provisions whose requirements are of a continuing nature, the period within which, if any, it did not comply with some or all of those provisions; and (iii) the company's reasons for non-compliance.

The table below briefly describes the significant differences between our UK corporate governance practices and the NYSE corporate governance rules.

Section	NYSE Corporate Governance Rules	UK Corporate Governance Practices
303A.01	A listed company must have a majority of independent directors.	At least half the board of a listed company, excluding the chair, should be non-executive directors whom the board considers to be independent.
303A.02	No director qualifies as "independent" unless the board of directors affirmatively determines that the director has no material relationship with the listed company (whether directly or as a partner, shareholder or officer of an organization that has a relationship with the company).	The board of a listed company should identify in the annual report each non-executive director it considers to be independent. Circumstances which are likely to impair, or could appear to impair, a non-executive director's independence include, but are not limited to, whether a director: • is or has been an employee of the company or group within the last five years; • has, or has had within the last three years, a material business relationship with the company, either directly or as a partner, shareholder, director or senior employee of a body that has such a relationship with the company; • has received or receives additional remuneration from the company apart from a director's fee, participates in the company's share option or a performance-related pay scheme, or is a member of the company's pension scheme;

Section	NYSE Corporate Governance Rules	UK Corporate Governance Practices
		• has close family ties with any of the company's advisers, directors or senior employees; • holds cross-directorships or has significant links with other directors through involvement in other companies or bodies; • represents a significant shareholder; or • has served on the board for more than nine years from the date of their first appointment. Where any of these or other relevant circumstances apply, and the board nonetheless considers that the non-executive director is independent, a clear explanation should be provided.
303A.03	The non-management directors of a listed company must meet at regularly scheduled executive sessions without management. If a listed company chooses to hold regular meetings of all non-management directors, such listed company should hold an executive session including only independent directors at least once a year.	The chair of the board of a listed company should hold meetings with the non-executive directors without the executive directors present. The annual report should set out the number of meetings of the board and its committees, and the individual attendance by Directors. Further, the board should appoint one of the independent non-executive directors to be the senior independent director to provide a sounding board for the chair and serve as an intermediary for the other directors and shareholders. Led by the senior independent director, the non-executive directors should meet without the chair present at least annually to appraise the chair's performance, and on other occasions as necessary.
303A.04	A listed company must have a nominating/corporate governance committee composed entirely of independent directors, with a written charter that covers certain minimum specified duties.	A listed company should establish a nomination committee. A majority of members of the committee should be independent non-executive directors. The chair of the board should not chair the committee when it is dealing with the appointment of their successor.
303A.05	A listed company must have a compensation committee composed entirely of independent directors, with a written charter that covers certain minimum specified duties.	A listed company should establish a remuneration committee of independent non-executive directors, with a minimum membership of three. In addition, the chair of the board can only be a member if they were independent on appointment and cannot chair the

Section	NYSE Corporate Governance Rules	UK Corporate Governance Practices
		committee. Before appointment as chair of the remuneration committee, the appointee should have served on a remuneration committee for at least 12 months.
303A.06	A listed company must have an audit committee with a minimum of three independent directors who satisfy the independence requirements of Exchange Act Rule 10A-3, with a written charter that covers certain minimum specified duties. As a foreign private issuer, we are required to comply with Section 303A.06, where we must have an audit committee that satisfies the requirements of Exchange Act Rule 10A-3.	A listed company should establish an audit committee of independent non-executive directors, with a minimum membership of three. The chair of the board should not be a member. The board should satisfy itself that at least one member has recent and relevant financial experience. The committee as a whole shall have competence relevant to the sector in which the company operates.
303A.08	Shareholders must be given the opportunity to vote on all equity-compensation plans and material revisions thereto, with limited exemptions set forth in the NYSE rules.	A listed company must obtain approval for it, or any of its major subsidiary undertakings (whether or not incorporated in the UK), to implement an employees' share scheme that involves or may involve the issue of new shares or the transfer of treasury shares or a long term incentive scheme in which one or more directors of the listed company is eligible to participate.
303A.09	A listed company must adopt and disclose corporate governance guidelines that cover certain minimum specified subjects.	The UK Corporate Governance Code applies to all companies with a premium listing, whether they are incorporated in the UK or elsewhere and it provides that a company must disclose specified information in its annual financial report to comply with certain provisions of the UK Corporate Governance Code.
303A.10	A listed company must adopt and disclose a code of business conduct and ethics for directors, officers and employees, and promptly disclose any waivers of the code for directors or executive officers. To the extent that a listed company's board or a board committee determines to grant any waiver of the code of business conduct and ethics for an executive officer or director, the waiver must be disclosed to shareholders within four business days of such determination. We may choose not to disclose the waiver in the manner set forth in the	There is no requirement under UK law for a listed company to adopt a code of business conduct and ethics; we do not currently have a code of business conduct and ethics although may in the future choose to adopt one.

Section	NYSE Corporate Governance Rules	UK Corporate Governance Practices
	NYSE corporate governance listing standards.	
303A.12	(a) Each listed company CEO must certify to the NYSE each year that he or she is not aware of any violation by the company of NYSE corporate governance listing standards. (b) Each listed company CEO must promptly notify the NYSE in writing after any executive officer of the listed company becomes aware of any non-compliance with any applicable provisions of this Section 303A. (c) Each listed company must submit an executed Written Affirmation annually to the NYSE. In addition, each listed company must submit an interim Written Affirmation as and when required by the interim Written Affirmation form specified by the NYSE. As a foreign private issuer, we are required to comply with Section 303A.12.	

Section 312.03 of the NYSE Rules also requires that a listed company obtain, in specified circumstances, (1) shareholder approval to adopt or materially revise equity compensation plans, as well as (2) shareholder approval prior to an issuance (a) of more than 1% of its ordinary shares (including derivative securities thereof) in either number or voting power to related parties, (b) of more than 20% of its outstanding ordinary shares (including derivative securities thereof) in either number or voting power or (c) that would result in a change of control. We intend to follow home country law in determining whether shareholder approval is required.

Section 302 of the NYSE Rules also requires that a listed company hold an annual shareholders' meeting for holders of securities during each fiscal year. We may follow home country law in determining whether and when such shareholders' meetings are required.

We may in the future decide to use other foreign private issuer exemptions with respect to some or all of the other requirements under the NYSE Rules. Following our home country governance practices may provide less protection than is accorded to investors under the NYSE listing requirements applicable to domestic issuers.

We intend to take all actions necessary for us to maintain compliance as a foreign private issuer under the applicable corporate governance requirements of the Sarbanes-Oxley Act of 2002, the rules adopted by the SEC and NYSE listing standards.

Because we are a foreign private issuer, our directors and senior management are not subject to short-swing profit and insider trading reporting obligations under Section 16 of the Exchange Act. They will, however, be subject to the obligations to report changes in share ownership under Section 13 of the Exchange Act and related SEC rules.

Committees of our Board of Directors

Our board of directors has four standing committees: an Audit and Risk Committee, a Remuneration Committee, a Nomination and Governance Committee and a Sustainability and Safety Committee. Each of these committees will be governed by a charter that is consistent with applicable UK law, as well as SEC and NYSE corporate governance rules, effective upon the effectiveness of the registration statement of which this registration statement forms a part, and which will be available on the "About Us" section of our website at www.div.energy. Information contained on, or that can be accessed through, our website is not incorporated by reference into this registration statement, and you should not consider information on our website to be part of this registration statement.

Audit and Risk Committee

Under NYSE corporate governance rules, we are required to maintain an audit committee consisting of all independent directors, each of whom is financially literate and one of whom is designated as the audit and risk committee financial expert.

Our Audit and Risk Committee consists of Kathryn Z Klaber, Sandra M. Stash and David J. Turner, Jr. Mr. Turner serves as the Chair of the Audit and Risk Committee. All members of our Audit and Risk Committee meet the requirements for financial literacy under the applicable rules and regulations of the SEC and the NYSE corporate governance rules. Our board of directors has determined that Mr. Turner is an "audit committee financial expert" as defined by the SEC rules and has the requisite financial experience as defined by the NYSE corporate governance rules.

Our board of directors has determined that each member of our audit committee is "independent" as such term is defined in Rule 10A-3(b)(1) under the Exchange Act, which is different from the general test for independence of board and committee members.

The Audit and Risk Committee charter will set forth the responsibilities of the Audit and Risk Committee consistent with UK law, the SEC rules and the NYSE corporate governance rules.

Upon completion of this listing, the Audit and Risk Committee will be responsible for, among other things:

- reviewing accounting policies and the integrity and content of the financial statements;
- monitoring disclosure controls and procedures and the adequacy and effectiveness of our internal financial control and risk management systems, including establishing procedures for the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls or auditing matters and the confidential submission by employees of concerns regarding questionable accounting or auditing matters;
- monitoring, reviewing and discussing with the executive officers, the board and the independent auditor our financial statements and our financial reporting process;
- reviewing and approving the statements to be included in annual reports on internal control and risk management;
- the appointment, compensation, retention and oversight of any registered public accounting firm engaged for the purpose of preparing or issuing an audit report or performing other audit services;
- pre-approving the audit services and non-audit services to be provided by our independent auditor before the auditor is engaged to render such services;
- recommending the appointment of the independent auditor to the general meeting of shareholders;
- evaluating the independent auditor's qualifications, performance and independence, and presenting its conclusions to the full board on at least an annual basis;
- engaging independent counsel and other advisors;
- overseeing and advising the board on cybersecurity matters;

- obtaining sufficient funding to pay external advisors; and
- approving or ratifying any related person transaction (as defined in our related person transaction policy) in accordance with our related person transaction policy.

The Audit and Risk Committee will meet at least three times per year and at such other times as one or more members of the Audit and Risk Committee deem necessary and will meet at least once per year with our independent accountant, without our executive officers being present.

Remuneration Committee

Our Remuneration Committee consists of David E. Johnson, Sandra M. Stash, David J. Turner, and Sylvia J. Kerrigan. Ms. Kerrigan serves as Chair of the Remuneration Committee. Under SEC and NYSE rules, there are heightened independence standards for members of the Remuneration Committee, including a prohibition against the receipt of any compensation from us other than standard board member and committee chair fees. Although foreign private issuers are not required to meet this heightened standard with respect to all members, as of the date of this registration statement, we have determined that all members meet this heightened standard.

The Remuneration Committee charter will set forth the responsibilities of the Remuneration Committee consistent with UK law, the SEC rules and the NYSE corporate governance rules.

Upon completion of this listing, the Remuneration Committee will be responsible for, among other things:

- identifying, reviewing, proposing and determining policies relevant to director compensation;
- evaluating each executive officer's performance in light of such policies and reporting to the board;
- analyzing the possible outcomes of the variable remuneration components and how they may affect the remuneration of the executive officers;
- recommending any equity long-term incentive component of each executive officer's compensation in line with the remuneration policy and reviewing our executive officer compensation and benefits policies generally; and
- reviewing and assessing risks arising from our compensation policies and practices.

The Remuneration Committee will meet at least two times per year and at such other times as deemed necessary.

Nomination and Governance Committee

Our Nomination and Governance Committee consists of Kathryn Z. Klaber, Sylvia J. Kerrigan, and Martin K. Thomas. Ms. Klaber serves as the Chair of the Nomination and Governance Committee.

The Nomination and Governance Committee charter will set forth the responsibilities of the Nomination and Governance Committee consistent with UK law, the SEC rules and the NYSE corporate governance rules.

Upon completion of this listing, the Nomination and Governance Committee will be responsible for, among other things:

- drawing up selection criteria and appointment procedures for directors;
- reviewing and evaluating the size and composition of our board of directors and making a proposal for a composition profile of the board of directors;
- recommending nominees for election to our board of directors and its corresponding committees;
- monitoring the Company's governance structure and trends and compliance with governance best practice;
- succession planning for directors;

- assessing the functioning of individual members of board of directors and executive officers and reporting the results of such assessment to the board; and
- developing and recommending to the board of directors rules governing the board, reviewing and reassessing the adequacy of such rules governing the board and recommending any proposed changes to the board of directors.

The Nomination and Governance Committee will meet at least two times per year and at such other times as deemed necessary.

Sustainability and Safety Committee

Our Sustainability and Safety Committee consists of David E. Johnson, Kathryn Z. Klaber and Sandra M. Stash. Ms. Stash serves as the Chair of the Sustainability and Safety Committee. Our board of directors has adopted a Sustainability and Safety Committee charter setting forth the responsibilities, which include:

- overseeing the development and implementation by management of policies, compliance systems and monitoring processes to ensure compliance with applicable legislation, rules and regulations;
- establishing with management long-term climate, environmental and social sustainability, EHS and ESG goals and evaluating our progress against those goals;
- considering and advising management of emerging environmental and social sustainability issues;
- monitoring our risk management processes related to environmental and social sustainability; and
- reviewing handling of incident reports, results of investigations into material events, findings from environmental and social sustainability and EHS audits and the action plans proposed pursuant to those findings.

The Sustainability and Safety Committee will meet at least two times per year and at such other times as deemed necessary.

Share Dealing Code

The Company has adopted a code of securities dealings in relation to the ordinary shares which complies with the UK version of Market Abuse Regulation (No 2014/596/EC) as it forms part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended from time to time. Such code applies to the directors and other relevant employees of the Company.

Code of Business Conduct and Ethics

In connection with this listing, we plan to adopt a Code of Business Conduct and Ethics ("Code of Ethics"), applicable to our and our subsidiaries' employees, independent contractors, executive officers and directors, including our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions. Following the effectiveness of this registration statement, a current copy of the Code of Ethics will be posted on our website, which is located at www.div.energy. Information contained on, or that can be accessed through, our website does not constitute a part of this registration statement and is not incorporated by reference herein.

D. Employees

As of December 31, 2022, we had 1,582 full-time employees.

The table below sets out the number of employees by geography:

Geography	As of December 31, 2022	As of December 31, 2021	As of December 31, 2020
EMEA	—	—	—
United States	1,582	1,426	1,107
Total	1,582	1,426	1,107

The table below sets out the number of employees by category of activity:

Department	As of December 31, 2022	As of December 31, 2021	As of December 31, 2020
Production	1,220	1,143	924
Production Support	362	283	183
Total	**1,582**	**1,426**	**1,107**

In line with industry standards in the country of employment, our employees maintain a range of relationships with union groups.

We have not previously experienced labor-related work stoppages or strikes and believe that our relations with our employees are satisfactory.

E. Share Ownership

For information regarding the share ownership of directors and officers, see "*Item 7. Major Shareholders and Related Party Transactions — A. Major Shareholders.*" For information as to our equity incentive plans, see "*Item 6. Directors, Senior Management and Employees — B. Compensation — Incentive Programs*."

F. Clawback Policy

Not applicable.

Item 7. Major Shareholders and Related Party Transactions

A. Major Shareholders

The following table sets forth information relating to the beneficial ownership of our ordinary shares as of October 31, 2023 by:

- each person, or group of affiliated persons, known by us to beneficially own 3% or more of our outstanding ordinary shares;
- each of our directors and executive officers individually; and
- all of our directors and executive officers as a group.

The number of ordinary shares beneficially owned by each entity, person, executive officer or board member is determined in accordance with the rules of the SEC, and the information is not necessarily indicative of beneficial ownership for any other purpose. Under such rules, beneficial ownership includes any shares over which the individual has sole or shared voting power or investment power as well as any shares that the individual has the right to acquire within 60 days of October 31, 2023 through the exercise of any option, restricted stock unit ("RSU"), performance stock units ("PSU"), warrant or other right. Except as otherwise indicated, and subject to applicable community property laws, the persons named in the table have sole voting and investment power with respect to all ordinary shares held by that person.

Unless otherwise indicated below, the address for each beneficial owner listed is c/o Diversified Energy Company plc, 1600 Corporate Drive, Birmingham, Alabama 35242.

For further information regarding material transactions between us and principal shareholders, see "*Item 7. Major Shareholders and Related Party Transactions — B. Related Party Transactions*."

Name of beneficial owner	Number of ordinary shares beneficially owned	Percentage of ordinary shares beneficially owned
3% or Greater Shareholders		
M&G Investment Management Ltd	61,964,389	6.41%
BlackRock	53,005,207	5.48%
Columbia Management Investment Advisors, LLC	47,961,224	4.96%
Vanguard Group Inc.	45,696,311	4.73%
Abrdn Investment Management Ltd	45,349,234	4.69%
JO Hambro Capital Management Ltd	43,429,215	4.49%
GLG Partners LP	43,115,229	4.46%
Executive Officers and Directors		
Robert Russell (“Rusty”) Hutson, Jr	24,152,890	2.49%
Bradley G. Gray	2,938,935	*
Benjamin Sullivan	616,280	*
Martin K. Thomas	2,245,000	*
David Johnson	475,000	*
David J. Turner, Jr.	538,475	*
Kathryn Z. Klaber	21,000	*
Sylvia J. Kerrigan	26,827	*
Sandra M. Stash	44,681	*
All executive officers and directors as a group (9 persons)	**31,059,088**	**3.20%**

* Indicates ownership of less than 1%.

According to our registrar, as of June 30, 2023, there were 57 registered holders of our ordinary shares with addresses in the United States representing approximately 22.77% of our outstanding ordinary shares as of that date. Because some of the Company’s ordinary shares are held through brokers or other nominees, the number of record holders of the Company’s ordinary shares with addresses in the United States may be fewer than the number of beneficial owners of ordinary shares in the United States.

To our knowledge, other than as provided in the table above, there has been no significant change in the percentage ownership held by any major shareholder since January 1, 2020. The major shareholders listed above do not have voting rights with respect to their ordinary shares that are different from the voting rights of other holders of our ordinary shares.

We are not aware of any arrangement whereby we are directly or indirectly owned or controlled by another corporation, by any foreign government or by any other natural or legal person severally or jointly, nor are we aware of any arrangement that may, at a subsequent date, result in a change of control of the Company.

B. Related Party Transactions

The following is a description of the material and/or non-ordinary course transactions we have entered into since January 1, 2020 with any of our directors or executive officers and the holders of more than 10% of our ordinary shares. For a description of our agreements with our executive officers and certain of our directors, see “*Item 6. Directors, Senior Management and Employees — B.Compensation*”

Martin K. Thomas, a member of our board of directors, currently serves as a consultant at Wedlake Bell LLP (“Wedlake Bell”), the former UK legal advisor to the Company, where he was formerly a partner. During the years ended December 31, 2020, 2021 and 2022, the Company paid fees in the amounts of $41,000, $0 and $0, respectively, to Wedlake Bell.

Transactions with Our Executive Officers and Directors

For a description of our other agreements with our directors and executive officers, please see "*Item 6.B* "*Compensation*"

Indemnification Agreements

We have entered into indemnification agreements with our directors and executive officers. Our Articles of Association allow us to indemnify our directors to the fullest extent permitted by law, subject to certain exceptions. See the "*Item 6. Directors, Senior Management and Employees — B. Compensation*" for a description of these indemnification agreements.

Related Party Transaction Policy

Prior to the completion of this listing, our board of directors plans to adopt a written related person transaction policy to set forth the policies and procedures for the review and approval or ratification of material and/or non-ordinary course related person transactions.

C. Interests of Experts and Counsel

Not applicable.

Item 8. Financial Information

A. Consolidated Statements and Other Financial Information

Consolidated Financial Statements

See "*Item 18. Financial Statements*" for a list of all financial statements filed as part of this registration statement.

Share Consolidation

In order to qualify for a listing on the NYSE, a company's shares must have a minimum value of US$4.00 at the time of listing. The closing price of our existing shares on the LSE as of November 14, 2023 was £0.7075 (equivalent to US$0.88434 calculated on the basis of the pound sterling to US dollar spot rate of exchange rate (the closing midpoint) on the thereof). Accordingly, the board of directors proposes to implement a share consolidation of the Company's ordinary share capital pursuant to which every 20 previously existing shares in issue at the consolidation record time will be consolidated into one new share, the purpose of which is to seek to ensure that the NYSE minimum share price requirement will be met on the effective date of the US Listing.

Share Repurchase Program

In June 2023, we commenced a share repurchase program for an aggregate purchase price up to no more than £97.4 million or 97,410,000 of ordinary shares. In addition, 200,000 ordinary shares purchased as part of the share repurchase program at an average price of $1.05 per ordinary share were concurrently canceled. These shares are included in the total number of share capital outstanding as of June 30, 2023.

All ordinary shares repurchased under share repurchase programs were cancelled resulting in a transfer of the aggregate nominal value to a capital redemption reserve. The total cost of the purchases made under the share repurchase program during the period, including directly attributable transaction costs, was $0.2 million. Total purchases under the share repurchase program will be made out of distributable profits.

Legal Proceedings

From time to time, we may be involved in legal proceedings in the ordinary course of business. Other than as described in Note 26 included in "*Item 18. Financial Statements — Audited Consolidated Financial*

Statements", we are not currently a party to any material litigation proceedings, the outcome of which, if determined adversely to us, individually or in the aggregate, is reasonably expected to have a material and adverse effect on our business, financial position or results of operations. In addition, we are not aware of any material legal or administrative proceedings contemplated to be brought against us.

Shareholder Dividends

We have historically declared dividends on our ordinary shares since the admission of our shares to listing on the premium segment of the Official List of the Financial Conduct Authority and to trading on the Main Market of the LSE. During the six months ended June 30, 2023 and 2022 and during the years ended December 31, 2022, 2021 and 2020, we declared and paid dividends of an aggregate of approximately $84 million, $72 million, $143 million, $130 million and $99 million, respectively.

Under UK law, among other things, we may only pay dividends if we have sufficient distributable reserves (on a non-consolidated basis), which are our accumulated realized profits that have not been previously distributed or capitalized less our accumulated realized losses, so far as such losses have not been previously written off in a reduction or reorganization of capital. In addition, our ability to pay dividends is limited by restrictions under the terms of our Credit Facility. Our Credit Facility contains a restricted payment covenant that limits our subsidiaries' ability to make certain payments, based on the pro forma effect thereof on certain financial ratios. For example, our subsidiaries subject to such restrictions under our Credit Facility, from whom we derive significant cash flow, are restricted from making certain dividends or distributions based on financial tests, giving pro forma effect to any such payment, relating to (a) Available Free Cash Flow (as defined in the Credit Facility) of greater than zero, (b) a total net leverage ratio of 2.5 to 1.0 for the trailing four quarter period, and (c) available Liquidity (as defined in the Credit Facility but in any event inclusive of borrowing capacity thereunder) of at least 25% of the borrowing base thereunder. Please see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."

While we cannot provide assurance that we will be able to pay cash dividends on our ordinary shares in future periods, our past practices, which were based on our historical performance and our ability to fund, (but subject to certain restrictions, including those above related to UK Law, and the terms of our Credit Facility), have been to use a portion of our cash flow and/or liquidity to pay dividends on our ordinary shares, subject to our financial condition, cash requirements, future prospects, commodity prices, the performance and dividend yield of our peers, compliance with the financial covenants and restricted payments covenant in our Credit Facility, profits available for distribution and other factors deemed to be relevant at the time and on the continued health of the markets in which we operate. Further, subsequent to our listing on the NYSE, while our Board's evaluation of our ability or need to pay dividends will primarily remain a question of the foregoing factors, it will also take into account the performance of our ordinary shares, including relative to our peer group. There can be no guarantee that we will continue to pay dividends in the future on our ordinary share.

We have not adopted, and do not currently intend to adopt, a formal written Company shareholder dividends policy prior to the consummation of this listing.

B. Significant Changes

For information on any significant changes that may have occurred since the date of our annual financial statements, see "*Item 5. Operating and Financial Review and Prospects*."

Item 9. The Listing

A. Listing Details

Our only issued and outstanding shares are our ordinary shares of £0.01 nominal (par) value each. We have no other outstanding class of equity securities. Our issued and outstanding ordinary shares are fully paid. Our ordinary shares are in certificated and uncertificated form.

The principal trading market for the Company's ordinary shares is the London Stock Exchange, where the Company's ordinary shares are traded under the symbol "DEC."

We are in the process of applying to have our ordinary shares listed on the New York Stock Exchange ("NYSE") under the symbol "DEC" (the "U.S. Listing"). We make no representation that such application will be approved or that our ordinary shares will trade on such market either now or at any time in the future.

Our ordinary shares are currently traded on the London Stock Exchange's main market for listed securities and such trades are settled through the CREST system in the United Kingdom. Upon completion of the U.S. Listing, our ordinary shares will also be eligible to be traded on NYSE and such trades will be settled through The Depository Trust Company ("DTC") system in the United States.

On the business day prior to the effective time of our U.S. Listing (the "Initial Depositary Transfer Date"), all of our ordinary shares, other than those that bear a restrictive legend prohibiting such ordinary shares from being freely transferred in the United States whether pursuant to a contractual restriction or U.S. securities laws (such legended ordinary shares, the "Restricted Shares"), held in uncertificated form within the CREST system will be transferred to Cede & Co. ("Cede") as the nominee operating on behalf of DTC, and deposited with DTC. In order to enable holders of uncertificated ordinary shares to continue to transfer and settle their interests through CREST after the Initial Depositary Transfer Date in the manner in which they did prior to such time in all material respects, such shareholders will receive depositary interests operated by Computershare Investor Services PLC (the "DI Issuer") through CREST representing ordinary shares ("DIs") on a one-for-one basis. Accordingly, after the Initial Depositary Transfer Date, holders of uncertificated ordinary shares (other than the Restricted Shares) will instead be able to transfer and settle trades in respect of shares placed on the LSE through the transfer of DIs in CREST.

On the Initial Depositary Transfer Date, all of our ordinary shares (other than the Restricted Shares) held in certificated form will also be transferred to and deposited with DTC. Computershare Trust Company, N.A., as election agent (the "Election Agent"), will hold such shares in custody, and holders of ordinary shares in certificated form will, for 180 calendar days, be given the opportunity, in respect of their underlying entitlement to shares, to elect to either: (i) have the book-entry interests transferred within DTC from the Election Agent to another bank, broker or nominee (selected by the holder) who is a participant in DTC or CREST; or (ii) hold the underlying shares in certificated form (in which case, the relevant book-entry interests held by the Election Agent within DTC shall be cancelled and a corresponding number of shares will be transferred from Cede to the electing certificated shareholder and a share certificate will be issued in respect of those shares). Following expiry of the 180-calendar day period (and in the absence of any election with respect to their shares), such holders will be issued a certificate in respect of their ordinary shares and will be the registered or record holder of such ordinary shares.

At the effective time of our U.S. Listing, all of our Restricted Shares will automatically be transferred to GTU Ops Inc. (as nominee for Computershare Trust Company N.A.), and Computershare Trust Company N.A. (as depositary for the holders of the Restricted Shares) will issue depositary receipts to such holders in respect of their Restricted Shares on a one-for-one basis.For additional details regarding our ordinary shares, see "*Item 10. Additional Information — A. Share Capital*."

B. Plan of Distribution

Not applicable.

C. Markets

Our ordinary shares are listed on the London Stock Exchange ("LSE") under the symbol "DEC." We also intend to apply to list our ordinary shares on the New York Stock Exchange ("NYSE") under the symbol "DEC."

D. Selling Shareholders

Not Applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

Item 10. Additional Information

A. Share Capital

Balance as of December 31, 2021	**849,654,653**
Issuance of share capital (settlement of warrants)	513,901
Issuance of share capital (equity compensation)	792,575
Issuance of EBT shares (equity compensation)	1,760,025
Repurchase of shares (EBT)	(15,790,396)
Repurchase of shares (share buyback program)	(7,995,376)
Balance as of December 31, 2022	**828,935,382**
Issuance of share capital (equity placement)	128,444,000
Issuance of EBT shares (equity compensation)	5,913,620
Repurchase of shares (share buyback program)	(200,000)
Balance as of June 30, 2023	**963,093,002**

As of June 30, 2023, our issued share capital amounted to £9,630,930, represented by 963,093,002 ordinary shares with a nominal value of £0.01 per share. All issued ordinary shares are fully paid.

As of June 30, 2023, there were approximately 527 holders of record of our ordinary shares, which does not include beneficial owners holding our securities through nominee names.

History of Share Capital

In February 2023, we issued 128,444,000 ordinary shares at $1.27 per share for aggregate gross proceeds of $163 million, before deducting the underwriting discount. The aggregate underwriting discount to the bookrunners was approximately $8.5 million. The issuance and sale included (i) a placement with Qualified Investors within the meaning of Article 2(E) of Regulation (EU) 2017/1129 and (ii) a retail offer made available only to existing shareholders of the Company in the UK. Stifel Nicolaus Europe Limited, Tennyson Securities Limited and Peel Hunt LLP acted as joint global coordinators and bookrunners.

In May 2021, we issued 141,540,782 ordinary shares at $1.59 per share to 76 accredited and/or offshore investors for aggregate gross proceeds of $225 million, before deducting the underwriting discount. The aggregate underwriting discount to the bookrunners was approximately $9.9 million. The issuance and sale included (i) a private placement to U.S. investors under Section 4(a)(2) and (ii) a public offering to offshore investors under Regulation S, through underwriters. Stifel Nicolaus Europe Limited, Tennyson Securities Limited and Credit Suisse Securities (Europe) Limited acted as joint bookrunners in connection with the public offering to offshore investors. DNB Bank ASA and DNB Markets, Inc. a subsidiary of DNB Bank ASA, Keybanc Capital Markets, a trading name of Keybanc Capital Markets Inc., Mizuho International plc, Canadian Imperial Bank of Commerce, a bank chartered under the Bank Act (Canada), acting through its registered branch in the United Kingdom and RBC Europe Limited acted as co-lead managers in connection with the public offering to offshore investors.

In May 2020, we issued 64,280,500 ordinary shares at $1.33 per share to 73 accredited and/or offshore investors for aggregate gross proceeds of $85 million, before deducting the underwriting discount. The aggregate underwriting discount to the bookrunners was approximately $3.1 million. The issuance and sale included (i) a private placement to U.S. investors under Section 4(a)(2) and (ii) a public offering to offshore investors under Regulation S, through underwriters. Stifel Nicolaus Europe Limited, Mirabaud Securities Limited and Credit Suisse Securities (Europe) Limited acted as joint global coordinators and joint bookrunners in connection with the public offering to offshore investors. Cenkos Securities plc acted as our nominated adviser.

Since March 31, 2020, we have granted (i) an aggregate of 14,845,109 restricted stock units to our employees and (ii) an aggregate of 23,677,666 performance stock units to our employees.

Ordinary Shares

In accordance with our Articles of Association, the following summarizes the rights of holders of our ordinary shares:

- each holder of our ordinary shares is entitled to one vote per ordinary share on all matters to be voted on by shareholders generally;
- the holders of the ordinary shares shall be entitled to receive notice of, attend, speak and vote at our general meetings; and
- holders of our ordinary shares are entitled to receive such dividends as are recommended by our board of directors and declared by our shareholders.

Registered Shares

We are required by the Companies Act 2006 to keep a register of our shareholders. Under UK law, the ordinary shares are deemed to be issued when the name of the shareholder is entered in our share register. The share register is therefore prima facie evidence of the identity of our shareholders and the shares that they hold. The share register generally provides limited, or no, information regarding the ultimate beneficial owners of our ordinary shares. Our share register is maintained by our registrar, Computershare Investor Services PLC.

We, any of our shareholders or any other affected person may apply to the court for rectification of the share register if:

- the name of any person, without sufficient cause, is wrongly entered in or omitted from our register of shareholders; or
- there is a default or unnecessary delay in entering on the register the fact of any person having ceased to be a shareholder or on whose shares we have a lien, provided that such refusal does not prevent dealings in the shares taking place on an open and proper basis.

Preemptive Rights

UK law generally provides shareholders with preemptive rights when new shares are issued for cash; however, it is possible for a company's articles of association, or shareholders in general meeting, to exclude preemptive rights. Such an exclusion of preemptive rights may be for a maximum period of up to five years from the date of adoption of the articles of association, if the exclusion is contained in the articles of association, or from the date of the shareholder resolution, if the exclusion is by shareholder resolution. In either case, this exclusion would need to be renewed by the company's shareholders upon its expiration (i.e., at least every five years).

On May 2, 2023, our shareholders approved the exclusion of preemptive rights, for an aggregate nominal value of up to £1,942,820, representing not more than 20% of the issued share capital as at March 21, 2023, subject to certain conditions, with such authority expiring at the conclusion of our next annual general meeting or, if earlier, June 30, 2024. Such exclusion will need to be renewed upon expiration (i.e., on the conclusion of our next annual general meeting or, if earlier, June 30, 2024) to remain effective, but may be sought more frequently for additional five-year terms (or any shorter period).

Options

As of December 31, 2022, there were options to purchase 7,513,331 ordinary shares outstanding with a weighted-average exercise price of £0.96 per share, and as of June 30, 2023, there were options to purchase 4,784,274 ordinary shares outstanding with a weighted-average exercise price of £1.02 per share. These options lapse after ten years from the date of the grant.

B. Memorandum and Articles of Association

Articles of Association

Shares and Rights Attaching to Them

Objects

The objects of our Company are unrestricted.

Rights Attached to Shares

Subject to the Companies Act 2006 and to the rights conferred on the holders of any other shares, any share may be issued with or have attached to it such rights and restrictions as the Company may by ordinary resolution decide or, if no such resolution is in effect or so far as the resolution does not make specific provision, as the board of directors may decide.

Voting Rights

Subject to the provisions of the Companies Act 2006 and any restrictions imposed in our Articles of Association and any rights or restrictions attached to any class of shares of our share capital, on a resolution, on a show of hands:

- every shareholder present in person shall have one vote;
- each proxy present who has been duly appointed by one or more shareholders entitled to vote on the resolution has one vote unless the proxy has been appointed by more than one shareholder entitled to vote on the resolution in which case: (i) where the proxy has been instructed by one or more of such shareholders to vote for the resolution and by one or more of such shareholders to vote against the resolution the proxy has one vote for and one vote against the resolution; or (ii) where the proxy has been instructed by, or exercises his discretion given by, one or more of those shareholders to vote for the resolution and has been instructed by, or exercises his discretion given by, one or more other of those shareholders to vote against it, a proxy has one vote for and one vote against the resolution; and
- each person authorized by a corporation to exercise voting powers on behalf of the corporation is entitled to exercise the same voting powers as the corporation would be entitled to unless a corporation authorizes more than one person, in which case: (i) if more than one person authorized by the same corporation purport to exercise the power to vote on a show of hands in respect of the same shares in the Company and exercise the power in the same way as each other, the power is treated as exercised in that way; or (ii) if more than one person authorized by the same corporation purports to exercise the power to vote on a show of hands in respect of the same shares in the Company, and they do not exercise the power in the same way as each other, the power is treated as not exercised.

Subject to the provisions of the Companies Act 2006 and any restrictions imposed by our Articles of Association and any rights or restrictions attached to any class of shares of our share capital, on a vote on a resolution on a poll, every shareholder present shall have one vote for every ordinary share in our share capital held by him or his appointee, or and if entitled to more than one vote need not, if he votes, use all his votes or cast all his votes in the same way.

For so long as any shares are held in a settlement system operated by DTC and a DTC Depositary holds legal title to shares in our capital for DTC, (i) any resolution put to the vote of a general meeting must be decided on a poll. Subject to the foregoing, at a general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless (before, or immediately after the declaration of the result of, the show of hands or on the withdrawal of any other demand for a poll) a poll is demanded by:

- the chairman of the meeting;
- at least five shareholders present in person or by proxy having the right to vote on the resolution; or

- a shareholder or shareholders present in person or by proxy representing in aggregate not less than 10% of the total voting rights of all the shareholders having the right to vote on the resolution (excluding any voting rights attached to any shares in the Company held as treasury shares); or
- a shareholder or shareholders present in person or by proxy holding shares conferring the right to vote on the resolution on which an aggregate sum has been paid up equal to not less than 10% of the total sum paid up on all the shares conferring that right (excluding shares in the Company conferring a right to vote on the resolution which are held as treasury shares),

and a demand for a poll by a person as proxy for a shareholder shall be as valid as if the demand were made by the shareholder himself.

Restrictions on Voting

Subject to the board of directors' ability to decide otherwise, no shareholder shall be entitled to be present or to be counted in the quorum or vote, either in person or by proxy, at any general meeting or at any separate class meeting of the holders of a class of shares or on a poll or to exercise other rights conferred by the shareholders in relation to the meeting or poll, unless all calls or other monies due and payable in respect of the shareholder's shares have been paid up.

The board of directors may from time to time make calls upon the shareholders in respect of any money unpaid on their shares and each shareholder shall (subject to at least 14 clear days' notice specifying the time or times and place of payment) pay at the time or times so specified the amount called on their shares.

If a shareholder or a person appearing to be interested in shares held by that shareholder has been issued with a notice under section 793 of the Companies Act 2006 ("Section 793 Notice") by the Company and has failed in relation to those shares ("Default Shares" which expression includes any shares issued after the date of such notice in right of those shares) to respond to the Section 793 Notice by not providing the information required within 14 days following the date of service of the notice, the shareholder holding the Default Shares shall not be entitled in respect of the Default Shares to be present or to vote (either in person or representative or proxy) at a general meeting or a separate meeting of the holders of the same class of shares, or on a poll or to exercise other rights conferred by virtue of being a shareholder of the Company. For additional information permissible actions by the Company's directors with respect to Default Shares, see below under the subsection titled "— Other UK Law Considerations — Disclosure of Interest in Shares." The restriction on voting shall cease to apply: (i) if the shares are transferred by means of an excepted transfer but only in respect of the shares transferred; or (ii) at the end of the period of seven days (or such shorter period as the board of directors may determine) following receipt by the Company of the information required by the Section 793 Notice and the board of directors being fully satisfied that such information is full and complete; provided, however, the board of directors may waive these restrictions, in whole or in part, at any time.

Dividends

The Company may, by ordinary resolution, declare a dividend to be paid to the shareholders, according to their respective rights and interests in the profits, and may fix the time for payment of such dividend, but no dividend shall exceed the amount recommended by the board of directors.

The board of directors may pay such interim dividends as appear to the board of directors to be justified by the financial position of the Company and may also pay any dividend payable at a fixed rate at intervals settled by the board of directors whenever the financial position of the Company, in the opinion of the board of directors, justifies its payment. If the board of directors acts in good faith, none of the directors shall incur any liability to the holders of shares conferring preferred rights for any loss such holders may suffer in consequence of the payment of an interim dividend on any shares having nonpreferred or deferred rights.

No dividend will be payable except out of profits of the Company available for distribution in accordance with the provisions of the Companies Act 2006, or in excess of the amount recommended by the board of

directors. If, in the opinion of the board of directors, the profit of the Company justifies such payments, the board of directors may: (i) pay the fixed dividends on any class of shares carrying a fixed dividend expressed to be payable on fixed dates on the half-yearly or other dates prescribed for payment; and (ii) pay interim dividends of such amounts and on such dates as it thinks fit.

Subject to the provisions of the Companies Act 2006 and except as otherwise provided by our Articles of Association or by the rights or privileges attached to any shares carrying a preferential or special rights to dividends, Company profits will be used to pay dividends on shares and all dividends shall be declared and paid according to the amounts paid up on the shares and shall be apportioned and paid pro rata according to the amounts paid up on the shares during any part of the period in respect of which the dividend is paid.

No dividend or other monies payable by us on or in respect of any share shall bear interest against us. Any dividend unclaimed or retained in accordance with our Articles of Association after a period of 12 years from the date such dividend became due for payment will be forfeited and revert to us. The payment of any unclaimed dividend, interest or other sum payable by the Company on or in respect of any share into a separate account shall not constitute the Company a trustee in respect of it.

Dividends may be declared or paid in any currency. The board of directors may agree with any shareholder that dividends which may at any time or from time to time be declared or become due on his shares in one currency shall be paid or satisfied in another, and may agree the basis of conversion to be applied and how and when the amount to be paid in the other currency shall be calculated and paid and for the Company or any other person to bear any costs involved.

Upon the recommendation of the board of directors and with the sanction of an ordinary resolution of the Company, all or any part of the dividend can be paid by the distribution of specific assets and the board of directors must give effect to such ordinary resolution. With the sanction of an ordinary resolution of the Company, the board of directors may offer any holders of ordinary shares the right to elect to receive in lieu of a dividend an allotment of ordinary shares credited as fully paid up, instead of or part of a cash dividend, subject to such exclusions or arrangements as the board of directors may deem necessary or expedient.

Change of Control

There is no specific provision in our Articles of Association that would have the effect of delaying, deferring or preventing a change of control.

Distributions on Winding Up

If the Company is in liquidation, the liquidator may, with the authority of a special resolution of the Company and any other authority required by the Companies Act 2006:

- divide among the shareholders in specie the whole or any part of the assets of the Company and, for that purpose, value any assets and determine how the division shall be earned out as between the shareholders or different classes of shareholders; or
- vest the whole or any part of the assets in trustees upon such trusts for the benefit of shareholders as the liquidator, with the like sanction, shall think fit but no shareholder shall be compelled to accept any assets upon which there is any liability.

Variation of Rights

Whenever the share capital of the Company is divided into different classes of shares, all or any of the rights for the time being attached to any class of shares in issue may from time to time (whether or not the Company is being wound up) be varied in such manner as those rights may provide or (if no such provision is made) either with the consent in writing of the holders of three-fourths in nominal value of the issued shares of that class or with the authority of a special resolution passed at a separate general meeting of the holders of those shares. The Companies Act 2006 provides a right to object to the variation of the share capital by the shareholders who did not vote in favor of the variation. Should an aggregate of 15% of the

shareholders of the issued shares in question apply to the court to have the variation cancelled, the variation shall have no effect unless and until it is confirmed by the court.

Unless otherwise expressly provided by the rights attached to any class of shares those rights shall not be deemed to be varied by the creation or issue of further shares ranking *pari passu* with them or by the purchase or redemption by the Company of any of its own shares.

Alteration to Share Capital

We may, by ordinary resolution of shareholders, consolidate and divide all or any of our share capital into shares of larger nominal value than our existing shares, or sub-divide our shares or any of them into shares of a smaller nominal value. We may, by special resolution of shareholders, confirmed by the court, reduce our share capital or any capital redemption reserve or any share premium account in any manner authorized by the Companies Act 2006. We may redeem or purchase all or any of our shares as described in the subsection titled "*— Other UK Law Considerations — Purchase of Own Shares*."

Preemption Rights

In certain circumstances, our shareholders may have statutory preemption rights under the Companies Act 2006 in respect of the allotment of new shares as described in the subsection titled "*— Preemptive Rights*" above and the subsection titled "*— Differences in Corporate Law — Preemptive Rights*" below.

Transfer of Shares

Subject to the restrictions in the Articles of Association, a shareholder may transfer all or any of his shares in any manner which is permitted by the Companies Act 2006 and is from time to time approved by the board of directors.

An instrument of transfer of a certificated share may be in any usual form or in any other form which the board of directors may approve and shall be signed by or on behalf of the transferor and (except in the case of a fully paid share) by or on behalf of the transferee.

The board of directors may, in its absolute discretion refuse to register any instrument of transfer of a certificated share:

- which is not fully paid up but, in the case of a class of shares which has been admitted to official listing by the UK Financial Conduct Authority, not so as to prevent dealings in those shares from taking place on an open and proper basis; or
- on which the Company has a lien.

The board of directors may also refuse to register any instrument of transfer of a certificated share unless it is:

- left at the office, or at such other place as the board of directors may decide, for registration;
- accompanied by the certificate for the shares to be transferred and such other evidence (if any) as the board of directors may reasonably require to prove the title of the intending transferor or his right to transfer the shares; and
- in respect of only one class of shares.

All instruments of transfer which are registered may be retained by the Company, but any instrument of transfer which the board of directors refuses to register shall (except in any case where fraud or any other crime involving dishonesty is suspected in relation to such transfer) be returned to the person presenting it.

Shareholder Meetings

Annual General Meetings

In accordance with the Companies Act 2006, we are required to hold an annual general meeting each year in addition to any other general meetings in that year and to specify the meeting as such in the notice

convening it. The annual general meeting shall be convened whenever and wherever the board of directors sees fit, subject to the requirements of the Companies Act 2006, as described in the subsections titled "*— Differences in Corporate Law — Annual General Meeting*" and "*— Differences in Corporate Law — Notice of General Meetings*" below.

Notice of General Meetings

The arrangements for the calling of general meetings are described in the subsection titled "*— Differences in Corporate Law — Notice of General Meetings*" below.

Quorum of General Meetings

No business shall be transacted at any general meeting unless a quorum is present. At least two shareholders present in person or by proxy and entitled to vote shall be a quorum for all purposes. If within 15 minutes from the time fixed for holding a general meeting a quorum is not present, the meeting, if convened on the requisition of shareholders, shall be dissolved. In any other case, it shall stand adjourned for ten clear days (or, if that day is a Saturday, a Sunday or a holiday, to the next working day) and at the same time and place, or electronic platform, as the original meeting, or, subject to article 36.4 of our Articles of Association and the Companies Act 2006, to such other day, and at such other time and place, or electronic platform, as the board of directors may decide. If at an adjourned meeting a quorum is not present within 15 minutes from the time fixed for holding the meeting, the meeting shall be dissolved.

Class Meetings

The provisions in our Articles of Association relating to general meetings apply to every separate general meeting of the holders of a class of shares except that:

- the quorum for such class meeting shall be two holders in person or by proxy representing not less than one-third in nominal value of the issued shares of the class (excluding any shares held in treasury);
- at the class meeting, a holder of shares of the class present in person or by proxy may demand a poll and shall on a poll be entitled to one vote for every share of the class held by him; and
- if at any adjourned meeting of such holders a quorum is not present at the meeting, one holder of shares of the class present in person or by proxy at an adjourned meeting constitutes a quorum.

Directors

Number of Directors

The board of directors (other than alternate directors) shall not, unless otherwise determined by an ordinary resolution of the Company, be less than two nor more than 15 in number.

Appointment of Directors

The Company may by ordinary resolution elect any person who is willing to act to be a director, either to fill a vacancy or as an additional director, but so that the total number of directors shall not exceed any maximum number fixed by or in accordance with our Articles of Association.

No person (other than a director retiring in accordance with our Articles of Association) shall be elected or re-elected a director at any general meeting unless:

- he is recommended by the board of directors; or
- not less than 14 nor more than 42 days before the date appointed for the meeting there has been given to the Company, by a shareholder (other than the person to be proposed) entitled to vote at the meeting, notice of his intention to propose a resolution for the election of that person, stating the particulars which would, if he were so elected, be required to be included in the Company's register of directors and a notice executed by that person of his willingness to be elected.

Every resolution of a general meeting for the election of a director shall relate to one named person and a single resolution for the election of two or more persons shall be void, unless a resolution that it shall be so proposed has been first agreed to by the meeting without any vote being cast against it.

At each annual general meeting every director shall retire from office. A retiring director shall be eligible for re-election, and a director who is re-elected will be treated as continuing in office without a break.

A retiring director who is not re-elected shall retain office until the close of the meeting at which he retires.

If the Company, at any meeting at which a director retires in accordance with our Articles of Association, does not fill the office vacated by such director, the retiring director, if willing to act, shall be deemed to be re-elected, unless at the meeting a resolution is passed not to fill the vacancy or to elect another person in his place or unless the resolution to re-elect him is put to the meeting and lost.

Directors' Interests

If a director is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company, he must declare the nature and extent of that interest to the other directors. Where a director is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company, he must declare the nature and extent of his interest to the other directors, unless the interest has already been declared.

Subject to the Companies Act 2006 and to declaring his interest in accordance with the Articles of Association, a director may:

- enter into or be interested in any transaction or arrangement with the Company, either with regard to his tenure of any office or position in the management, administration or conduct of the business of the Company or as vendor, purchaser or otherwise;
- hold any other office or place of profit with the Company (except that of auditor) in conjunction with his office of director for such period (subject to the Companies Act 2006) and upon such terms as the board of directors may decide and be paid such extra remuneration for so doing (whether by way of salary, commission, participation in profits or otherwise) as the board of directors may decide, either in addition to or in lieu of any remuneration under any other provision of our Articles of Association;
- act by himself or his firm in a professional capacity for the Company (except as auditor) and be entitled to remuneration for professional services as if he were not a director;
- be or become a shareholder or director of, or hold any other office or place of profit under, or otherwise be interested in, any holding company or subsidiary undertaking of that holding company or any other company in which the Company may be interested. The board of directors may cause the voting rights conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of that other company to be exercised in such manner in all respects as it thinks fit (including the exercise of voting rights in favor of any resolution appointing the directors or any of them as directors or officers of the other company or voting or providing for the payment of any benefit to the directors or officers of the other company); and
- be or become a director of any other company in which the Company does not have an interest if that cannot reasonably be regarded as likely to give rise to a conflict of interest at the time of his appointment as a director of that other company.

A director shall not vote (or be counted in the quorum at a meeting) in respect of any resolution concerning his own appointment (including fixing or varying its terms), or the termination of his own appointment, as the holder of any office or place of profit with the Company or any other company in which the Company is interested but, where proposals are under consideration concerning the appointment (including fixing or varying its terms), or the termination of the appointment, of two or more directors to offices or places of profit with the Company or any other company in which the Company is interested, those

proposals may be divided and a separate resolution may be put in relation to each director and in that case each of the directors concerned (if not otherwise debarred from voting under the Articles of Association) shall be entitled to vote (and be counted in the quorum) in respect of each resolution unless it concerns his own appointment or the termination of his own appointment.

A director shall also not vote (or be counted in the quorum at a meeting) in relation to any resolution relating to any transaction or arrangement with the Company in which he has an interest which may reasonably be regarded as likely to give rise to a conflict of interest and, if he purports to do so, his vote shall not be counted, but this prohibition shall not apply and a director may vote (and be counted in the quorum) in respect of any resolution concerning any one or more of the following matters:

- any transaction or arrangement in which he is interested by virtue of an interest in shares, debentures or other securities of the Company or otherwise in or through the Company;
- the giving of any guarantee, security or indemnity in respect of:
  - money lent or obligations incurred by him or by any other person at the request of, or for the benefit of, the Company or any of its subsidiary undertakings; or
  - a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part (either alone or jointly with others) under a guarantee or indemnity or by the giving of security;
- indemnification (including loans made in connection with it) by the Company in relation to the performance of his duties on behalf of the Company or of any of its subsidiary undertakings;
- any issue or offer of shares, debentures or other securities of the Company or any of its subsidiary undertakings in respect of which he is or may be entitled to participate in his capacity as a holder of any such securities or as an underwriter or sub underwriter;
- any transaction or arrangement concerning any other company in which he does not hold, directly or indirectly as shareholder, or through his direct or indirect holdings of financial instruments (within the meaning of Chapter 5 of the Disclosure Guidance and Transparency Rules of the UK Financial Conduct Authority) voting rights representing 1% or more of any class of shares in the capital of that company;
- any arrangement for the benefit of employees of the Company or any of its subsidiary undertakings which does not accord to him any privilege or benefit not generally accorded to the employees to whom the arrangement relates; and
- the purchase or maintenance of insurance for the benefit of directors or for the benefit of persons including directors.

If any question arises at any meeting as to whether an interest of a director (other than the chairman of the meeting) may reasonably be regarded as likely to give rise to a conflict of interest or as to the entitlement of any director (other than the chairman of the meeting) to vote in relation to a transaction or arrangement with the Company and the question is not resolved by his voluntarily agreeing to abstain from voting, the question shall be referred to the chairman of the meeting and his ruling in relation to the director concerned shall be final and conclusive except in a case where the nature or extent of the interest of the director concerned, so far as known to him, has not been fairly disclosed. If any question shall arise in respect of the chairman of the meeting and is not resolved by his voluntarily agreeing to abstain from voting, the question shall be decided by a resolution of the board of directors (for which purpose the chairman shall be counted in the quorum but shall not vote on the matter) and the resolution shall be final and conclusive except in a case where the nature or extent of the interest of the chairman of the meeting, so far as known to him, has not been fairly disclosed.

Directors' Fees and Remuneration

The directors shall be paid such fees not exceeding in aggregate £1,055,000 per annum (or such larger sum as the Company may, by ordinary resolution, determine) as the board of directors may decide, to be divided among them in such proportion and manner as they may agree or, failing agreement, equally. Any

such fee payable shall be distinct from any remuneration or other amounts payable to a director under other provisions of our Articles of Association and shall accrue from day to day.

The board of directors may grant special remuneration to any director who performs any special or extra services to or at the request of the Company.

Such special remuneration may be paid by way of lump sum, salary, commission, participation in profits or otherwise as the board of directors may decide in addition to any remuneration payable under or pursuant to any other provision of our Articles of Association.

A director shall be paid out of the funds of the Company all travelling, hotel and other expenses properly incurred by him in and about the discharge of his duties, including his expenses of travelling to and from board meetings, committee meetings and general meetings. Subject to any guidelines and procedures established from time to time by the board of directors, a director may also be paid out of the funds of the Company all expenses incurred by him in obtaining professional advice in connection with the affairs of the Company or the discharge of his duties as a director.

The board of directors may exercise all the powers of the Company to:

- pay, provide, arrange or procure the grant of pensions or other retirement benefits, death, disability or sickness benefits, health, accident and other insurances or other such benefits, allowances, gratuities or insurances, including in relation to the termination of employment, to or for the benefit of any person who is or has been at any time a director of the Company or in the employment or service of the Company or of any body corporate which is or was associated with the Company or of the predecessors in business of the Company or any such associated body corporate, or the relatives or dependents of any such person. For that purpose, the board of directors may procure the establishment and maintenance of, or participation in, or contribution to, any pension fund, scheme or arrangement and the payment of any insurance premiums;
- establish, maintain, adopt and enable participation in any profit sharing or incentive scheme including shares, share options or cash or any similar schemes for the benefit of any director or employee of the Company or of any associated body corporate, and to lend money to any such director or employee or to trustees on their behalf to enable any such schemes to be established, maintained or adopted; and
- support and subscribe to any institution or association which may be for the benefit of the Company or of any associated body corporate or any directors or employees of the Company or associated body corporate or their relatives or dependents or connected with any town or place where the Company or an associated body corporate carries on business, and to support and subscribe to any charitable or public object whatsoever.

Borrowing Powers

The board of directors may exercise all the powers of the Company to borrow money, to guarantee, to indemnify, to mortgage or charge all or any part of its undertaking, property, assets (present and future) and uncalled capital, and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party. There is no requirement on the directors to restrict the borrowing of the Company or any of its subsidiary undertakings.

Indemnity

As far as the Companies Act 2006 allows, the Company may:

(a) indemnify any director of the Company (or of an associated body corporate) against any liability;

(b) indemnify a director of a company that is a trustee of an occupational pension scheme for employees (or former employees) of the Company (or of an associated body corporate) against liability incurred in connection with the company's activities as trustee of the scheme;

(c) purchase and maintain insurance against any liability for any director referred to in paragraph (a) or (b) above; and

(d) provide any director referred to in paragraphs (a) or (b) above with funds (whether by loan or otherwise) to meet expenditure incurred or to be incurred by him in defending any criminal, regulatory or civil proceedings or in connection with an application for relief (or to enable any such director to avoid incurring such expenditure),

the powers given by our Articles of Association shall not limit any general powers of the Company to grant indemnities, purchase and maintain insurance or provide funds (whether by way of loan or otherwise) to any person in connection with any legal or regulatory proceedings or applications for relief.

Other UK Law Considerations

Notification of Voting Rights

A shareholder in a public company incorporated in the United Kingdom whose shares are admitted to the premium segment of the Official List of the Financial Conduct Authority and to trading on the Main Market of the LSE is required pursuant to Rule 5 of the Disclosure Guidance and Transparency Rules of the UK Financial Conduct Authority to notify us of the percentage of his voting rights if the percentage of voting rights that he holds as a shareholder or through his direct or indirect holding of financial instruments (or a combination of such holdings) reaches, exceeds or falls below 3%, 4%, 5%, 6%, 7%, 8%, 9%, 10% and each 1% threshold thereafter up to 100% as a result of an acquisition or disposal of shares or financial instruments.

Mandatory Purchases and Acquisitions

Pursuant to Sections 979 to 991 of the Companies Act 2006, where a takeover offer has been made for us and the offeror has acquired or unconditionally contracted to acquire not less than 90% in value of the shares to which the offer relates and not less than 90% of the voting rights carried by those shares, the offeror may give notice to the holder of any shares to which the offer relates which the offeror has not acquired or unconditionally contracted to acquire that he wishes to acquire, and is entitled to so acquire, those shares on the same terms as the general offer. The offeror would do so by sending a notice to the outstanding minority shareholders telling them that it will compulsorily acquire their shares. Such notice must be sent within three months of the last day on which the offer can be accepted in the prescribed manner. The squeeze-out of the minority shareholders can be completed at the end of six weeks from the date the notice has been given, subject to the minority shareholders failing to successfully lodge an application to the court to prevent such squeeze-out any time prior to the end of those six weeks following which the offeror can execute a transfer of the outstanding shares in its favor and pay the consideration to us, which would hold the consideration on trust for the outstanding minority shareholders. The consideration offered to the outstanding minority shareholders whose shares are compulsorily acquired under the Companies Act 2006 must, in general, be the same as the consideration that was available under the takeover offer.

Sell Out

The Companies Act 2006 also gives our minority shareholders a right to be bought out in certain circumstances by an offeror who has made a takeover offer for all of our shares. The holder of shares to which the offer relates, and who has not otherwise accepted the offer, may require the offeror to acquire his shares if, prior to the expiry of the acceptance period for such offer, (i) the offeror has acquired or unconditionally agreed to acquire not less than 90% in value of the voting shares, and (ii) not less than 90% of the voting rights carried by those shares. The offeror may impose a time limit on the rights of minority shareholders to be bought out that is not less than three months after the end of the acceptance period. If a shareholder exercises his rights to be bought out, the offeror is required to acquire those shares on the terms of this offer or on such other terms as may be agreed.

Disclosure of Interest in Shares

Pursuant to Part 22 of the Companies Act 2006, we are empowered by notice in writing to any person whom we know or have reasonable cause to believe to be interested in our shares, or at any time during the three years immediately preceding the date on which the notice is issued has been so interested, within a

reasonable time to disclose to us particulars of that person's interest and (so far as is within his knowledge) particulars of any other interest that subsists or subsisted in those shares.

Under our Articles of Association, if a person defaults in supplying us with the required particulars in relation to the shares in question or the default shares within the prescribed period, the directors may by notice direct that:

- in respect of the default shares, the relevant shareholder shall not be entitled to attend or vote (either in person or by proxy) at any general meeting or of a general meeting of the holders of a class of shares or upon any poll or to exercise any right conferred by the default shares;
- where the default shares represent at least 0.25% of their class, (i) any dividend or other money payable in respect of the default shares shall be retained by us without liability to pay interest, and/or (ii) no transfers by the relevant shareholder of any default shares may be registered (unless the shareholder himself is not in default and the shareholder proves to the satisfaction of the board that no person in default as regards supplying such information is interested in any of the default shares); and/or
- any shares held by the relevant shareholder in uncertificated form shall be converted into certificated form and that shareholder shall not after that be entitled to convert all or any shares held by him into uncertificated form (unless the shareholder himself is not in default as regards supplying the information required and the shareholder proves to the satisfaction of the board that, after due and careful inquiry, the shareholder is satisfied that none of the shares he is proposing to convert into uncertificated form is a default share).

Purchase of Own Shares

Under UK law, a limited company may only purchase its own shares out of the distributable profits of the company or the proceeds of a fresh issue of shares made for the purpose of financing the purchase, provided that they are not restricted from doing so by their articles. A limited company may not purchase its own shares if, as a result of the purchase, there would no longer be any issued shares of the company other than redeemable shares or shares held as treasury shares. Shares must be fully paid in order to be repurchased.

Subject to the above, we may purchase our own shares in the manner prescribed below. We may make a market purchase of our own fully paid shares pursuant to an ordinary resolution of shareholders. The resolution authorizing the purchase must:

- specify the maximum number of shares authorized to be acquired;
- determine the maximum and minimum prices that may be paid for the shares; and
- specify a date, not being later than five years after the passing of the resolution, on which the authority to purchase is to expire.

We may purchase our own fully paid shares other than on a recognized investment exchange pursuant to a purchase contract authorized by resolution of shareholders before the purchase takes place. Any authority will not be effective if any shareholder from whom we propose to purchase shares votes on the resolution and the resolution would not have been passed if he had not done so. The resolution authorizing the purchase must specify a date, not being later than five years after the passing of the resolution, on which the authority to purchase is to expire.

Distributions and Dividends

Under the Companies Act 2006, before a company can lawfully make a distribution or dividend, it must ensure that it has sufficient distributable reserves (on a non-consolidated basis). The basic rule is that a company's profits available for the purpose of making a distribution are its accumulated, realized profits, so far as not previously utilized by distribution or capitalization, less its accumulated, realized losses, so far as not previously written off in a reduction or reorganization of capital duly made. The requirement to have sufficient distributable reserves before a distribution or dividend can be paid applies to us and to each of our subsidiaries that has been incorporated under UK law.

It is not sufficient that we, as a UK public company, have made a distributable profit for the purpose of making a distribution. An additional capital maintenance requirement is imposed on us to ensure that the net worth of the company is at least equal to the amount of its capital. A UK public company can only make a distribution:

- if, at the time that the distribution is made, the amount of its net assets (that is, the total excess of assets over liabilities) is not less than the total of its called-up share capital and undistributable reserves; and
- if, and to the extent that, the distribution itself, at the time that it is made, does not reduce the amount of the net assets to less than that total.

City Code on Takeovers and Mergers

As a public company incorporated in the United Kingdom with our registered office in the United Kingdom and whose shares are admitted to the premium segment of the Official List of the Financial Conduct Authority and to trading on the Main Market of the LSE, we are subject to the UK City Code on Takeovers and Mergers (the "City Code"), which is issued and administered by the UK Panel on Takeovers and Mergers (the "Panel"). The City Code provides a framework within which takeovers of companies subject to it are conducted. In particular, the City Code contains certain rules in respect of mandatory offers. Under Rule 9 of the City Code, if a person:

- acquires an interest in our shares which, when taken together with shares in which he or persons acting in concert with him are interested, carries 30% or more of the voting rights of our shares; or
- who, together with persons acting in concert with him, is interested in shares that in the aggregate carry not less than 30% and not more than 50% of the voting rights of our shares, and such persons, or any person acting in concert with him, acquires additional interests in shares that increase the percentage of shares carrying voting rights in which that person is interested,

the acquirer and depending on the circumstances, its concert parties, would be required (except with the consent of the Panel) to make a cash offer for our outstanding shares at a price not less than the highest price paid for any interests in the shares by the acquirer or its concert parties during the previous 12 months.

Exchange Controls

There are no governmental laws, decrees, regulations or other legislation in the United Kingdom that may affect the import or export of capital, including the availability of cash and cash equivalents for use by us, or that may affect the remittance of dividends, interest or other payments by us to non-resident holders of our ordinary shares, other than withholding tax requirements. There is no limitation imposed by UK law or in our Articles of Association on the right of non-residents to hold or vote shares.

Differences in Corporate Law

The applicable provisions of the Companies Act 2006 differ from laws applicable to U.S. corporations and their shareholders. Set forth below is a summary of certain differences between the provisions of the Companies Act 2006 applicable to us and the General Corporation Law of the State of Delaware relating to shareholders' rights and protections. This summary is not intended to be a complete discussion of the respective rights and it is qualified in its entirety by reference to Delaware law and UK law.

	United Kingdom	Delaware
Appointment and Number of Directors	Under the Companies Act 2006, a public limited company must have at least two directors, and the number of directors may be fixed by or in the manner provided in a company's articles of association.	Under Delaware law, a corporation must have at least one director, and the number of directors shall be fixed by or in the manner provided in the by-laws.
Removal of Directors	Under the Companies Act 2006, shareholders may remove a director without cause by an ordinary resolution (which is passed by a simple majority of those voting in person or by proxy at a general meeting) irrespective of any provisions of any service contract the director has with the company, provided 28 clear days' notice of the resolution has been given to the company and its shareholders. On receipt of notice of an intended resolution to remove a director, the company must forthwith send a copy of the notice to the director concerned. Certain other procedural requirements under the Companies Act 2006 must also be followed, such as allowing the director to make representations against his or her removal either at the meeting or in writing.	Under Delaware law, any director or the entire board of directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors, except (i) unless the certificate of incorporation provides otherwise, in the case of a corporation whose board of directors is classified, stockholders may effect such removal only for cause; or (ii) in the case of a corporation having cumulative voting, if less than the entire board of directors is to be removed, no director may be removed without cause if the votes cast against his removal would be sufficient to elect him if then cumulatively voted at an election of the entire board of directors, or, if there are classes of directors, at an election of the class of directors of which he is a part.
Vacancies on the Board of Directors	Under UK law, the procedure by which directors, other than a company's initial directors, are appointed is generally set out in a company's articles of association, provided that where two or more persons are appointed as directors of a public limited company by resolution of the shareholders, resolutions appointing each director must be voted on individually.	Under Delaware law, vacancies and newly created directorships may be filled by a majority of the directors then in office (even though less than a quorum) or by a sole remaining director unless (i) otherwise provided in the certificate of incorporation or by-laws of the corporation or (ii) the certificate of incorporation directs that a particular class of stock is to elect such director, in which case a majority of the other directors elected by such class, or a sole remaining director elected by such class, will fill such vacancy.
Annual General Meeting	Under the Companies Act 2006, a public limited company must hold an annual general meeting in each six-month period following the company's annual accounting reference date.	Under Delaware law, the annual meeting of stockholders shall be held at such place, on such date and at such time as may be designated from time to time by the board of directors or as provided in the certificate of incorporation or by the by-laws.

	United Kingdom	Delaware
General Meeting	Under the Companies Act 2006, a general meeting of the shareholders of a public limited company may be called by the directors. Shareholders holding at least 5% of the paid-up capital of the company carrying voting rights at general meetings (excluding nay paid up capital held as treasury shares) can require the directors to call a general meeting, and, if the directors fail to do so within a certain period, may themselves convene a general meeting.	Under Delaware law, special meetings of the stockholders may be called by the board of directors or by such person or persons as may be authorized by the certificate of incorporation or by the by-laws.
Notice of General Meetings	Under the Companies Act 2006, 21 clear days' notice must be given for an annual general meeting and any resolutions to be proposed at the meeting. Subject to a company's articles of association providing for a longer period, at least 14 clear days' notice is required for any other general meeting. In addition, certain matters, such as the removal of directors or auditors, require special notice, which is 28 clear days' notice. The shareholders of a company may in all cases consent to a shorter notice period, the proportion of shareholders' consent required being 100% of those entitled to attend and vote in the case of an annual general meeting and, in the case of any other general meeting, a majority in number of the shareholders having a right to attend and vote at the meeting, being a majority who together hold not less than 95% in nominal value of the shares giving a right to attend and vote at the meeting.	Under Delaware law, unless otherwise provided in the certificate of incorporation or by-laws, written notice of any meeting of the stockholders must be given to each stockholder entitled to vote at the meeting not less than ten nor more than 60 days before the date of the meeting and shall specify the place, date, hour, and purpose or purposes of the meeting.
Proxy	Under the Companies Act 2006, at any meeting of shareholders, a shareholder may designate another person to attend, speak and vote at the meeting on their behalf by proxy.	Under Delaware law, at any meeting of stockholders, a stockholder may designate another person to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A director of a Delaware corporation may not issue a proxy representing the director's vote (written or verbal) via another board

	United Kingdom	Delaware
		member.
Preemptive Rights	Under the Companies Act 2006, "equity securities," being (i) shares in a company other than shares that, with respect to dividends and capital, carry a right to participate only up to a specified amount in a distribution ("ordinary shares") or (ii) rights to subscribe for, or to convert securities into, ordinary shares, proposed to be allotted for cash must be offered first to the existing equity shareholders in the company in proportion to the respective nominal value of their holdings, unless an exception applies or a special resolution to the contrary has been passed by shareholders in a general meeting or the articles of association provide otherwise, in each case in accordance with the provisions of the Companies Act 2006.	Under Delaware law, stockholders have no preemptive rights to subscribe to additional issues of stock or to any security convertible into such stock unless, and except to the extent that, such rights are expressly provided for in the certificate of incorporation.
Authority to Allot	Under the Companies Act 2006, the directors of a company must not allot shares or grant rights to subscribe for or to convert any security into shares unless an exception applies or an ordinary resolution to the contrary has been passed by shareholders in a general meeting or the articles of association provide otherwise, in each case in accordance with the provisions of the Companies Act 2006.	Under Delaware law, if the corporation's certificate of incorporation so provides, the board of directors has the power to authorize the issuance of stock. It may authorize capital stock to be issued for consideration consisting of cash, any tangible or intangible property or any benefit to the corporation or any combination thereof. It may determine the amount of such consideration by approving a formula. In the absence of actual fraud in the transaction, the judgment of the directors as to the value of such consideration is conclusive.
Liability of Directors and Officers	Under the Companies Act 2006, any provision, whether contained in a company's articles of association or any contract or otherwise, that purports to exempt a director of a company, to any extent, from any liability that would otherwise attach to him in connection with any negligence, default, breach of duty or breach of trust in relation to the company is void. Any provision by which a company directly or indirectly provides an	Under Delaware law, a corporation's certificate of incorporation may include a provision eliminating or limiting the personal liability of a director to the corporation and its stockholders for damages arising from a breach of fiduciary duty as a director. However, no provision can limit the liability of a director for: • any breach of the director's duty of loyalty to the corporation or its stockholders;

	United Kingdom	Delaware
	indemnity, to any extent, for a director of the company or of an associated company against any liability attaching to him in connection with any negligence, default, breach of duty or breach of trust in relation to the company of which he is a director is also void except as permitted by the Companies Act 2006, which provides exceptions for the company to (i) purchase and maintain insurance against such liability; (ii) provide a "qualifying third party indemnity" (being an indemnity against liability incurred by the director to a person other than the company or an associated company or for any criminal proceedings in which he is convicted); and (iii) provide a "qualifying pension scheme indemnity" (being an indemnity against liability incurred in connection with the company's activities as trustee of an occupational pension plan).	• acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; • intentional or negligent payment of unlawful dividends or stock purchases or redemptions; or • any transaction from which the director derives an improper personal benefit.
Voting Rights	Under UK law, unless a poll is demanded by the shareholders of a company or is required by the chairman of the meeting or the company's articles of association, shareholders shall vote on all resolutions on a show of hands. Under the Companies Act 2006, a poll may be demanded by (i) not fewer than five shareholders having the right to vote on the resolution; (ii) any shareholder(s) representing not less than 10% of the total voting rights of all the shareholders having the right to vote on the resolution (excluding any voting rights attaching to treasury shares); or (iii) any shareholder(s) holding shares in the company conferring a right to vote on the resolution (excluding any voting rights attaching to treasury shares) being shares on which an aggregate sum has been paid up equal to not less than 10% of the total sum paid up on all the shares conferring that right. A company's articles of association	Delaware law provides that, unless otherwise provided in the certificate of incorporation, each stockholder is entitled to one vote for each share of capital stock held by such stockholder.

	United Kingdom	Delaware
	may provide more extensive rights for shareholders to call a poll. Under UK law, an ordinary resolution is passed on a show of hands if it is approved by a simple majority (more than 50%) of the votes cast by shareholders present (in person or by proxy) and entitled to vote. If a poll is demanded, an ordinary resolution is passed if it is approved by holders representing a simple majority of the total voting rights of shareholders present, in person or by proxy, who, being entitled to vote, vote on the resolution. Special resolutions require the affirmative vote of not less than 75% of the votes cast by shareholders present, in person or by proxy, at the meeting and entitled to vote. If a poll is demanded, a special resolution is passed if it is approved by shareholders representing not less than 75% of the total voting rights of shareholders who, being entitled to vote, vote in person, by proxy or in advance.	
Shareholder Vote on Certain Transactions	The Companies Act 2006 provides for schemes of arrangement, which are arrangements or compromises between a company and any class of shareholders or creditors and used in certain types of reconstructions, amalgamations, capital reorganizations or takeovers. These arrangements require: • the approval at a shareholders' or creditors' meeting convened by order of the court, of a majority in number of shareholders or creditors representing 75% in value of the capital held by, or debt owed to, the class of shareholders or creditors, or class thereof present and voting, either in person or by proxy; and • the approval of the court.	Generally, under Delaware law, unless the certificate of incorporation provides for the vote of a larger portion of the stock, completion of a merger, consolidation, sale, lease or exchange of all or substantially all of a corporation's assets or dissolution requires: • the approval of the board of directors; and • approval by the vote of the holders of a majority of the outstanding stock or, if the certificate of incorporation provides for more or less than one vote per share, a majority of the votes of the outstanding stock of a corporation entitled to vote on the matter.

	United Kingdom	Delaware
Standard of Conduct for Directors	Under UK law, a director owes various statutory and fiduciary duties to the company, including: • to act in the way he considers, in good faith, would be most likely to promote the success of the company for the benefit of its shareholders as a whole; • to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly conflicts, with the interests of the company; • to act in accordance with the company's constitution and only exercise his powers for the purposes for which they are conferred; • to exercise independent judgment; • to exercise reasonable care, skill and diligence; • not to accept benefits from a third party conferred by reason of his being a director or doing, or not doing, anything as a director; and • a duty to declare any interest that he has, whether directly or indirectly, in a proposed or existing transaction or arrangement with the company.	Delaware law does not contain specific provisions setting forth the standard of conduct of a director. The scope of the fiduciary duties of directors is generally determined by the courts of the State of Delaware. In general, directors have a duty to act without self-interest, on a well-informed basis and in a manner they reasonably believe to be in the best interest of the stockholders. Directors of a Delaware corporation owe fiduciary duties of care and loyalty to the corporation and to its stockholders. The duty of care generally requires that a director act in good faith, with the care that an ordinarily prudent person would exercise under similar circumstances. Under this duty, a director must inform himself of all material information reasonably available regarding a significant transaction. The duty of loyalty requires that a director act in a manner he reasonably believes to be in the best interests of the corporation. He must not use his corporate position for personal gain or advantage. In general, but subject to certain exceptions, actions of a director are presumed to have been made on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the corporation. However, this presumption may be rebutted by evidence of a breach of one of the fiduciary duties. Delaware courts have also imposed a heightened standard of conduct upon directors of a Delaware corporation who take any action designed to defeat a threatened change in control of the corporation. In addition, under Delaware law, when the board of directors of a Delaware corporation approves the sale or break-up of a corporation, the board of directors may, in certain circumstances, have a duty to obtain the highest value reasonably available

	United Kingdom	Delaware
		to the stockholders.
Shareholder Actions	Under UK law, generally, the company, rather than its shareholders, is the proper claimant in an action in respect of a wrong done to the company or where there is an irregularity in the company's internal management. Notwithstanding this general position, the Companies Act 2006 provides that (i) a court may allow a shareholder to bring a derivative claim (that is, an action in respect of and on behalf of the company) in respect of a cause of action arising from a director's negligence, default, breach of duty or breach of trust and (ii) a shareholder may bring a claim for a court order where the company's affairs have been or are being conducted in a manner that is unfairly prejudicial to some of its shareholders generally or of some of its shareholders, or that an actual or proposed act or omission of the company is or would be so prejudicial.	Under Delaware law, a stockholder may initiate a derivative action to enforce a right of a corporation if the corporation fails to enforce the right itself. The complaint must: • state that the plaintiff was a stockholder at the time of the transaction of which the plaintiff complains or that the plaintiff's shares thereafter devolved on the plaintiff by operation of law; and • either (i) allege with particularity the efforts made by the plaintiff to obtain the action the plaintiff desires from the directors and the reasons for the plaintiff's failure to obtain the action; or (ii) state the reasons for not making the effort. Additionally, the plaintiff must remain a stockholder through the duration of the derivative suit. The action will not be dismissed or compromised without the approval of the Delaware Court of Chancery.

Listing

We intend to apply to have our ordinary shares listed on the NYSE under the symbol "DEC."

C. Material Contracts

Our material contracts include:

- Participation Agreement, dated October 2, 2020, by and between Diversified Production LLC and OCM Denali Holdings, LLC.
- Letter Agreement, dated January 12, 2022, by and between Diversified Production LLC and OCM Denali Holdings, LLC.
- Amended, Restated and Consolidated Revolving Credit Agreement, dated December 7, 2018, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent and issuing bank, Keybanc Capital Markets, as sole lead arranger and sole book runner and the lenders party thereto. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."
- First Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated April 18, 2019, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."
- Second Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated June 28, 2019, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association,

as administrative agent, the guarantors party thereto and the lenders party thereto. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."

- Third Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated November 13, 2019, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."
- Fourth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated January 9, 2020, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."
- Fifth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated January 22, 2020, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."
- Sixth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated March 24, 2020, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."
- Seventh Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated May 21, 2020, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."
- Eighth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated June 26, 2020, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."
- Ninth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated November 19, 2020, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."
- Tenth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated April 6, 2021, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."
- Eleventh Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated May 11, 2021, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."
- Twelfth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated August 17, 2021, among the Diversified Gas & Oil Corporation, as borrower, KeyBank National

Association, as administrative agent, the guarantors party thereto and the lenders party thereto. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."

- Thirteenth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated December 7, 2021, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."
- Fourteenth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated February 4, 2022, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."
- Fifteenth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated February 22, 2022, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."
- Sixteenth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated May 27, 2022, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."
- Amended and Restated Revolving Credit Agreement, dated as of August 2, 2022 among DP RBL CO LLC, as borrower, Diversified Gas & Oil Corporation, as existing borrower, KeyBank National Association, as administrative agent and issuing bank, Keybanc Capital Markets, as sole lead arranger and sole book runner and the lenders party thereto. For a description of this contract, see "*Item 5.B Liquidity*."
- First Amendment to Amended and Restated Revolving Credit Agreement, dated as of March 1, 2023 among DP RBL CO LLC, as borrower, Diversified Gas & Oil Corporation, as existing borrower, KeyBank National Association, as administrative agent and issuing bank, Keybanc Capital Markets, as sole lead arranger and sole book runner and the lenders party thereto. For a description of this contract, see "*Item 5.B Liquidity*."
- Second Amendment to Amended and Restated Revolving Credit Agreement, dated as of April 27, 2023 among DP RBL CO LLC, as borrower, Diversified Gas & Oil Corporation, as existing borrower, KeyBank National Association, as administrative agent and issuing bank, Keybanc Capital Markets, as sole lead arranger and sole book runner and the lenders party thereto. For a description of this contract, see "*Item 5.B Liquidity*."
- Credit Agreement, dated May 26, 2020, by and between DP Bluegrass LLC (f.k.a Carbon West Virginia Company, LLC), as borrower and Munich Re Reserve Risk Financing, Inc., as lender, as amended. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."
- Indenture, dated November 13, 2019, by and between Diversified ABS LLC, as issuer, and UMB Bank, N.A., as indenture trustee and securities intermediary. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."
- First Amendment to Indenture, dated February 13, 2020, by and between Diversified ABS LLC, as issuer, and UMB Bank, N.A., as indenture trustee. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*"
- Indenture, dated April 9, 2020, by and between Diversified ABS Phase II LLC, as issuer, and UMB Bank, N.A., as indenture trustee and securities intermediary. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."

- Indenture, dated February 4, 2022, among Diversified ABS Phase III LLC, as issuer, the guarantors named therein and UMB Bank, N.A., as indenture trustee and securities intermediary. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."
- Indenture, dated February 23, 2022, by and between Diversified ABS Phase IV LLC, as issuer, and UMB Bank, N.A., as indenture trustee and securities intermediary. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."
- Indenture, dated May 27, 2022, among Diversified ABS Phase V LLC, as issuer, Diversified ABS V Upstream LLC, as guarantor and UMB Bank, N.A., as indenture trustee and securities intermediary. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."
- Indenture, dated October 27, 2022, among Diversified ABS Phase VI LLC, as issuer, Diversified ABS VI Upstream LLC and Oaktree ABS VI Upstream LLC, as guarantors and UMB Bank, N.A., as indenture trustee and securities intermediary. For a description of this contract, see "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*."
- Service Agreement, dated January 30, 2017, by and between Diversified Gas & Oil plc and Rusty Hutson
- Service Agreement, dated January 30, 2017, by and between Diversified Gas & Oil plc and Bradley Gray
- 2017 Equity Incentive Plan, as amended.

D. Exchange Controls

Other than certain economic sanctions which may be in place from time to time, there are currently no UK laws, decrees or regulations restricting the import or export of capital or affecting the remittance of dividends or other payment to holders of ordinary shares who are non-residents of the United Kingdom. Similarly, other than certain economic sanctions which may be in force from time to time, there are no limitations relating only to nonresidents of the United Kingdom under English law or the Company's articles of association on the right to be a holder of, and to vote in respect of, the ordinary shares.

E. Taxation

Material United Kingdom Tax Considerations

The following statements are of a general nature and do not purport to be a complete analysis of all potential UK tax consequences of acquiring, holding and disposing of the ordinary shares. They are based on current UK tax law and on the current published practice of His Majesty's Revenue and Customs ("HMRC") (which may not be binding on HMRC), as of the date of this registration statement, all of which are subject to change, possibly with retrospective effect. They are intended to address only certain UK tax consequences for holders of ordinary shares who are tax resident in (and only in) the United Kingdom, and in the case of individuals, domiciled in (and only in) the United Kingdom (except where expressly stated otherwise) who are the absolute beneficial owners of the ordinary shares and any dividends paid on them and who hold the ordinary shares as investments (other than in an individual savings account or a self-invested personal pension). They do not address the UK tax consequences which may be relevant to certain classes of shareholders such as traders, brokers, dealers, banks, financial institutions, insurance companies, investment companies, collective investment schemes, tax-exempt organizations, trustees, persons connected with the Company, persons holding their ordinary shares as part of hedging or conversion transactions, shareholders who have (or are deemed to have) acquired their ordinary shares by virtue of an office or employment, and shareholders who are or have been officers or employees of the Company. The statements do not apply to any shareholder who either directly or indirectly holds or controls 10% or more of the Company's share capital (or class thereof), voting power or profits.

The following is intended only as a general guide and is not intended to be, nor should it be considered to be, legal or tax advice to any particular prospective subscriber for, or purchaser of, any ordinary shares.

Accordingly, prospective subscribers for, or purchasers of, any ordinary shares who are in any doubt as to their tax position regarding the acquisition, ownership or disposition of any ordinary shares or who are subject to tax in a jurisdiction other than the United Kingdom should consult their own tax advisers.

UK taxation of dividends

Withholding tax

The Company will not be required to withhold UK tax at source when paying dividends. The amount of any liability to UK tax on dividends paid by the Company will depend on the individual circumstances of a shareholder.

Income tax

An individual shareholder who is resident for tax purposes in the United Kingdom may, depending on his or her particular circumstances, be subject to UK tax on dividends received from the Company. An individual shareholder who is not resident for tax purposes in the United Kingdom should not be chargeable to UK income tax on dividends received from the Company unless he or she carries on (whether solely or in partnership) any trade, profession or vocation in the United Kingdom through a branch or agency to which the ordinary shares are attributable. There are certain exceptions for trading in the United Kingdom through independent agents, such as some brokers and investment managers.

All dividends received by a UK tax resident individual holder of any ordinary shares from the Company or from other sources will form part of the shareholder's total income for income tax purposes and will constitute the top slice of that income. A nil rate of income tax will apply to the first £1,000 (reducing to £500 from 6 April 2024) of taxable dividend income received by the shareholder in a tax year. Income within the nil rate band will be taken into account in determining whether income in excess of the nil rate band falls within the basic rate, higher rate or additional rate tax bands. Where the dividend income is above the £1,000 dividend allowance, the first £1,000 of the dividend income will be charged at the nil rate and any excess amount will be taxed at 8.75% to the extent that the excess amount falls within the basic rate tax band, 33.75% to the extent that the excess amount falls within the higher rate tax band and 39.35% to the extent that the excess amount falls within the additional rate tax band.

Corporation tax

Corporate shareholders which are resident for tax purposes in the United Kingdom should not be subject to UK corporation tax on any dividend received from the Company so long as the dividends qualify for exemption (as is likely) and certain conditions are met (including anti-avoidance conditions). If the conditions for exemption are not met or cease to be satisfied, or such a shareholder elects for an otherwise exempt dividend to be taxable, the shareholder will be subject to UK corporation tax on dividends received from the Company, at the rate of corporation tax applicable to that shareholder (the main rate of UK corporation tax is currently 25%).

Corporate shareholders who are not resident in the United Kingdom will not generally be subject to UK corporation tax on dividends unless they are carrying on a trade, profession or vocation in the United Kingdom through a permanent establishment in connection with which the ordinary shares are used, held, or acquired.

A shareholder who is resident outside the United Kingdom may be subject to non-UK taxation on dividend income under local law.

UK taxation of chargeable gains

UK resident shareholders

A disposal or deemed disposal of ordinary shares by an individual or corporate shareholder who is tax resident in the United Kingdom may, depending on the shareholder's circumstances and subject to any available exemptions or reliefs, give rise to a chargeable gain or allowable loss for the purposes of UK taxation of chargeable gains.

Any chargeable gain (or allowable loss) will generally be calculated by reference to the consideration received for the disposal of the ordinary shares less the allowable cost to the shareholder of acquiring any such ordinary shares.

The applicable tax rates for individual shareholders realizing a gain on the disposal of ordinary shares is, broadly, 10% for basic rate taxpayers and 20% for higher and additional rate taxpayers. For corporate shareholders, corporation tax is generally charged on chargeable gains at the rate applicable to the relevant corporate shareholder.

Non-UK shareholders

Shareholders who are not resident in the United Kingdom and, in the case of an individual shareholder, not temporarily non-resident, should not be liable for UK tax on capital gains realized on a sale or other disposal of ordinary shares unless (i) such ordinary shares are used, held or acquired for the purposes of a trade, profession or vocation carried on in the United Kingdom through a branch or agency or, in the case of a corporate shareholder, through a permanent establishment or (ii) where certain conditions are met, the Company derives 75% or more of its gross value from UK land. Shareholders who are not resident in the United Kingdom may be subject to non-UK taxation on any gain under local law.

Generally, an individual shareholder who has ceased to be resident in the United Kingdom for UK tax purposes for a period of five years or less and who disposes of any ordinary shares during that period may be liable on their return to the United Kingdom to UK taxation on any capital gain realized (subject to any available exemption or relief).

UK stamp duty ("stamp duty") and UK stamp duty reserve tax ("SDRT")

The statements in this paragraph are intended as a general guide to the current position relating to stamp duty and SDRT and apply to any shareholder irrespective of their place of tax residence. Certain categories of person, including intermediaries, brokers, dealers and persons connected with depositary receipt arrangements and clearance services, may not be liable to stamp duty or SDRT or may be liable at a higher rate or may, although not primarily liable for the tax, be required to notify and account for it under the UK Stamp Duty Reserve Tax Regulations 1986. The discussion below does not consider any potential change of law.

Issue of shares

As a general rule (and except in relation to depositary receipt systems and clearance services (as to which see below)), no stamp duty or SDRT is payable on the issue of the ordinary shares.

Clearance systems and depositary receipt issuers

An unconditional agreement to issue or transfer ordinary shares to, or to a nominee or agent for, a person whose business is or includes the issue of depositary receipts or the provision of clearance services will generally be subject to SDRT (or, where the transfer is effected by a written instrument, stamp duty) at a higher rate of 1.5% of the amount or value of the consideration given for the transfer unless, in the context of a clearance service, the clearance service has made and maintained an election under section 97A of the UK Finance Act 1986, or a "section 97A election." It is understood that HMRC regards the facilities of DTC as a clearance service for these purposes and we are not aware of any section 97A election having been made by DTC. However, HMRC clearance has been received by the Company confirming that no stamp duty or SDRT is payable on the transfer of legal title to the existing ordinary shares into the DTC clearing system, to the extent required in order to implement the U.S. Listing at the effective time. Such HMRC clearance only applies to transfers into the DTC clearing system made on the Initial Depositary Transfer Date in order to implement the U.S. Listing (and transfers of ordinary shares held by Restricted Shareholders which are transferred to Computershare Trust Company N.A. (as depositary for the holders of the Restricted Shares) on the Initial Depositary Transfer Date), and not subsequent transfers into the DTC clearing system (other than certain transfers of ordinary shares held by Restricted Shareholders on the Initial Depositary Transfer Date).

Transfer of shares and DIs

No SDRT should be required to be paid on a paperless transfer of ordinary shares through the clearance service facilities of DTC, provided that no section 97A election has been made by DTC, and such ordinary shares are held through DTC at the time of any agreement for their transfer.

No stamp duty will in practice be payable on a written instrument transferring an ordinary share provided that the instrument of transfer is executed and remains at all times outside the United Kingdom. Where these conditions are not met, the transfer of, or agreement to transfer, an ordinary share could, depending on the circumstances, attract a charge to stamp duty at the rate of 0.5% of the amount or value of the consideration. If it is necessary to pay stamp duty, it may also be necessary to pay interest and penalties.

The Company has received HMRC clearance confirming that agreements to transfer DIs which represent ordinary shares held within the DTC clearance system will not be subject to SDRT.

Material United States Federal Income Tax Considerations

The following discussion is a summary of the material U.S. federal income tax consequences to U.S. Holders and Non-U.S. Holders (each, as defined below) of the purchase, ownership and disposition of an ordinary share issued pursuant to this listing, but does not purport to be a complete analysis of all potential U.S. federal tax effects. The effects of other U.S. federal tax laws, such as estate and gift tax laws, and any applicable state, local, or non-U.S. tax laws are not discussed herein. This discussion is based on the Code, Treasury Regulations promulgated thereunder, judicial decisions, and published rulings and administrative pronouncements of the U.S. Internal Revenue Service (the "IRS"), in each case in effect as of the date hereof. These authorities may change or be subject to differing interpretations. Any such change or differing interpretation may be applied retroactively in a manner that could adversely affect a holder of an ordinary share. We have not sought and will not seek any rulings from the IRS regarding the matters discussed below. There can be no assurance that the IRS or a court will not take a contrary position to that discussed below regarding the tax consequences of the purchase, ownership and disposition of our ordinary shares.

This discussion is limited to U.S. Holders and Non-U.S. Holders that each hold an ordinary share as a "capital asset" within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion does not address all U.S. federal income tax consequences relevant to a holder's particular circumstances, including the impact of the Medicare contribution tax on net investment income and the alternative minimum tax. In addition, it does not address consequences relevant to holders subject to special rules, including, without limitation:

- U.S. expatriates and former citizens or long-term residents of the United States;
- U.S. Holders (as defined below) whose functional currency is not the U.S. dollar;
- persons holding an ordinary share as part of a hedge, straddle or other risk reduction strategy or as part of a conversion transaction or other integrated investment;
- banks, insurance companies, and other financial institutions;
- brokers, dealers or traders in securities;
- "controlled foreign corporations," passive foreign investment companies," and corporations that accumulate earnings to avoid U.S. federal income tax;
- partnerships or other entities or arrangements treated as partnerships for U.S. federal income tax purposes and other pass-through entities (and investors therein);
- tax-exempt organizations or governmental organizations;
- persons deemed to sell an ordinary share under the constructive sale provisions of the Code;
- persons who hold or receive an ordinary share pursuant to the exercise of any employee stock option or otherwise as compensation;
- tax qualified retirement plans;

- "qualified foreign pension funds" as defined in Section 897(l)(2) of the Code and entities of all the interests of which are held by qualified foreign pension funds; and
- persons subject to special tax accounting rules as a result of any item of gross income with respect to the ordinary shares being taken into account in an applicable financial statement.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds an ordinary share, the tax treatment of a partner in the partnership will depend on the status of the partner, the activities of the partnership and certain determinations made at the partner level. Accordingly, partnerships holding an ordinary share and the partners in such partnerships should consult their tax advisors regarding the U.S. federal income tax consequences to them.

THIS DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. PROSPECTIVE INVESTORS SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE APPLICATION OF THE U.S. FEDERAL TAX LAWS TO THEIR PARTICULAR SITUATIONS AS WELL AS ANY TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF AN ORDINARY SHARE ARISING UNDER THE U.S. FEDERAL ESTATE OR GIFT TAX LAWS OR UNDER THE LAWS OF ANY STATE, LOCAL OR NON-U.S. TAXING JURISDICTION OR UNDER ANY APPLICABLE INCOME TAX TREATY.

U.S. Tax Status of Diversified Energy

Pursuant to Section 7874 of the Code, we believe we are and will continue to be treated as a U.S. corporation for all purposes under the Code. Since we will be treated as a U.S. corporation for all purposes under the Code, we will not be treated as a "passive foreign investment company," as such rules apply only to non-U.S. corporations for U.S. federal income tax purposes.

U.S. Holders

For purposes of this discussion, a "U.S. Holder" is any beneficial owner of an ordinary share that, for U.S. federal income tax purposes, is or is treated as any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation created or organized under the laws of the United States, any state thereof, or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust that (1) is subject to the primary supervision of a U.S. court and the control of one or more "United States persons" (within the meaning of Section 7701(a)(30) of the Code), or (2) has a valid election in effect to be treated as a United States person for U.S. federal income tax purposes.

Distributions

Distributions, if any, made on the ordinary shares, generally will be included in a U.S. Holder's income as ordinary dividend income to the extent of the Company's current or accumulated earnings and profits. Distributions in excess of the Company's current and accumulated earnings and profits will be treated as a tax-free return of capital to the extent of a U.S. Holder's tax basis in the ordinary shares and thereafter as capital gain from the sale or exchange of such ordinary shares. Dividends received by a corporate U.S. Holder may be eligible for a dividends-received deduction, subject to applicable limitations. Dividends received by certain non-corporate U.S. Holders (including individuals) are generally taxed at the lower applicable long-term capital gains rates, provided certain holding period and other requirements are satisfied.

Sales, Certain Redemptions or Other Taxable Dispositions of Ordinary Shares

Upon the sale, certain redemption or other taxable disposition of an ordinary share, a U.S. Holder generally will recognize gain or loss equal to the difference between the amount realized and the U.S. Holder's tax basis in the ordinary shares. Any gain or loss recognized on a taxable disposition of an ordinary share will be capital gain or loss. Such capital gain or loss will be long-term capital gain or loss if a U.S.

Holder's holding period at the time of the sale, redemption or other taxable disposition of the ordinary shares is longer than one year. Long-term capital gains recognized by certain non-corporate U.S. Holders (including individuals) are generally subject to a reduced rate of U.S. federal income tax. The deductibility of capital losses is subject to limitations.

Non-U.S. Holders

For purposes of this discussion, a "Non-U.S. Holder" is any beneficial owner of an ordinary share that is neither a U.S. Holder nor an entity or arrangement treated as a partnership for U.S. federal income tax purposes.

Distributions

If the Company makes distributions of cash or property on the ordinary shares, such distributions will constitute dividends for U.S. federal income tax purposes to the extent paid from the Company's current or accumulated earnings and profits, as determined under U.S. federal income tax principles. Amounts not treated as dividends for U.S. federal income tax purposes will constitute a return of capital and first be applied against and reduce a Non-U.S. Holder's adjusted tax basis in its ordinary shares, but not below zero. Generally, a distribution that constitutes a return of capital will be subject to U.S. federal withholding tax at a rate of 15% if the Non-U.S. Holders' ordinary shares constitute a USRPI (as defined below). However, we may elect to withhold at a rate of up to 30% of the entire amount of the distribution, even if the Non-U.S. Holders' ordinary shares do not constitute a USRPI. For additional information regarding when a Non-U.S. Holder may treat its ownership of the ordinary shares as not constituting a USRPI, see below under the subsection titled "— *Sale or Other Taxable Disposition*." However, because a Non-U.S. Holder would not have any U.S. federal income tax liability with respect to a return of capital distribution, a Non-U.S. Holder would be entitled to request a refund of any U.S. federal income tax that is withheld from a return of capital distribution (generally by timely filing a U.S. federal income tax return for the taxable year in which the tax was withheld). Any excess will be treated as capital gain and will be treated as described below under the subsection titled "— *Sale or Other Taxable Disposition*."

Subject to the discussion below on effectively connected income, dividends paid to a Non-U.S. Holder of an ordinary share will be subject to U.S. federal withholding tax at a rate of 30% of the gross amount of the dividends (or such lower rate specified by an applicable income tax treaty, provided the Non-U.S. Holder furnishes a valid IRS Form W-8BEN or W-8BEN-E (or other applicable documentation) certifying qualification for the lower treaty rate). A Non-U.S. Holder that does not timely furnish the required documentation, but that qualifies for a reduced treaty rate, may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. Non-U.S. Holders should consult their tax advisors regarding their entitlement to benefits under any applicable income tax treaty.

If dividends paid to a Non-U.S. Holder are effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment in the United States to which such dividends are attributable), the Non-U.S. Holder will be exempt from the U.S. federal withholding tax described above. To claim the exemption, the Non-U.S. Holder must furnish to the applicable withholding agent a valid IRS Form W-8ECI, certifying that the dividends are effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States.

Any such effectively connected dividends will be subject to U.S. federal income tax on a net income basis at the regular rates. A Non-U.S. Holder that is a corporation also may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on such effectively connected dividends, as adjusted for certain items. Non-U.S. Holders should consult their tax advisors regarding any applicable tax treaties that may provide for different rules.

Sale or Other Taxable Disposition

Subject to the discussion below on information reporting, backup withholding and FATCA (as defined below), a Non-U.S. Holder will not be subject to U.S. federal income tax on any gain realized upon the sale or other taxable disposition of an ordinary share unless:

- the gain is effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment in the United States to which such gain is attributable);
- the Non-U.S. Holder is a nonresident alien individual present in the United States for 183 days or more during the taxable year of the disposition and certain other requirements are met; or
- our ordinary shares constitute a U.S. real property interest ("USRPI") because we are (or have been during the shorter of the five-year period ending on the date of the disposition or the Non-U.S. Holder's holding period)a U.S. real property holding corporation ("USRPHC") for U.S. federal income tax purposes.

Gain described in the first bullet point above generally will be subject to U.S. federal income tax on a net income basis at the regular rates. A Non-U.S. Holder that is a corporation also may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on such effectively connected gain, as adjusted for certain items.

A Non-U.S. Holder described in the second bullet point above will be subject to U.S. federal income tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on gain realized upon the sale or other taxable disposition of our ordinary shares, which may be offset by U.S. source capital losses of the Non-U.S. Holder (even though the individual is not considered a resident of the United States), provided the Non-U.S. Holder has timely filed U.S. federal income tax returns with respect to such losses.

With respect to the third bullet point above, due to the nature of our assets and operations, the Company believes it is (and will continue to be) a USRPHC under the Code and the ordinary shares constitute (and we expect the ordinary shares to continue to constitute) a USRPI. Non-U.S. Holders generally are subject to a 15% withholding tax on the amount realized from a sale or other taxable disposition of a USRPI, such as the ordinary shares, which is required to be collected from any sale or disposition proceeds. Furthermore, such Non-U.S. Holders are subject to U.S. federal income tax (at the regular rates) in respect of any gain on their sale or disposition of the ordinary shares and are required to file a U.S. tax return to report such gain and pay any tax liability that is not satisfied by withholding. Any gain should be determined in U.S. dollars, based on the excess, if any, of the U.S. dollar value of the consideration received over the Non-U.S. Holder's basis in the ordinary shares determined in U.S. dollars under the rules applicable to Non-U.S. Holders. A Non-U.S. Holder may, by filing a U.S. tax return, be able to claim a refund for any withholding tax deducted in excess of the tax liability on any gain. However, if the ordinary shares are considered "regularly traded on an established securities market" (within the meaning of the Treasury Regulations) then Non-U.S. Holders will not be subject to the 15% withholding tax on the disposition of their ordinary shares, even if such ordinary shares constitute USRPIs. Moreover, if the ordinary shares are considered "regularly traded on an established securities market" (within the meaning of the Treasury Regulations) and the Non-U.S. Holder actually or constructively owns or owned, at all times during the shorter of the five-year period ending on the date of the disposition or the Non-U.S. Holder's holding period, 5% or less of the ordinary shares taking into account applicable constructive ownership rules, such Non-U.S. Holder may treat its ownership of the ordinary shares as not constituting a USRPI and will not be subject to U.S. federal income tax on any gain realized upon the sale or other taxable disposition of the ordinary shares (in addition to not being subject to the 15% withholding tax described above) or U.S. tax return filing requirements. The Company expects the ordinary shares to be treated as "regularly traded on an established securities market" so long as the ordinary shares are listed on the NYSE and regularly quoted by brokers or dealers making a market in such ordinary shares.

Non-U.S. Holders should consult their tax advisors regarding tax consequences of our treatment as a USRPHC and regarding potentially applicable income tax treaties that may provide for different rules.

Information Reporting and Backup Withholding

U.S. Holders

Information reporting requirements generally will apply to payments of distributions on the ordinary shares and the proceeds of a sale of an ordinary share paid to a U.S. Holder unless the U.S. Holder is an

exempt recipient and, if requested, certifies as to that status. Backup withholding generally will apply to those payments if the U.S. Holder fails to provide an appropriate certification with its correct taxpayer identification number or certification of exempt status. Any amounts withheld under the backup withholding rules will be allowed as a refund or credit against a U.S. Holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

Non-U.S. Holders

Payments of dividends on the ordinary shares will not be subject to backup withholding, provided the applicable withholding agent does not have actual knowledge or reason to know the Non-U.S. Holder is a United States person and the Non-U.S. Holder either certifies its non-U.S. status, such as by furnishing a valid IRS Form W-8BEN, W-8BEN-E, or W-8ECI, or otherwise establishes an exemption. However, information returns are required to be filed with the IRS in connection with any distributions on our ordinary shares paid to the Non-U.S. Holder, regardless of whether such distributions constitute dividends or whether any tax was actually withheld. In addition, proceeds of the sale or other taxable disposition of our ordinary shares within the United States or conducted through certain U.S.-related brokers generally will not be subject to backup withholding or information reporting if the applicable withholding agent receives the certification described above and does not have actual knowledge or reason to know that such holder is a United States person or the holder otherwise establishes an exemption. Proceeds of a disposition of our ordinary shares conducted through a non-U.S. office of a non-U.S. broker generally will not be subject to backup withholding or information reporting.

Copies of information returns that are filed with the IRS may also be made available under the provisions of an applicable treaty or agreement to the tax authorities of the country in which the Non-U.S. Holder resides or is established.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a Non-U.S. Holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

Additional Withholding Tax on Payments Made to Foreign Accounts

Withholding taxes may be imposed under Sections 1471 to 1474 of the Code (such Sections commonly referred to as the Foreign Account Tax Compliance Act, or "FATCA") on certain types of payments made to non-U.S. financial institutions and certain other non-U.S. entities. Specifically, a 30% withholding tax may be imposed on dividends on, or (subject to the proposed Treasury Regulations discussed below) gross proceeds from the sale or other disposition of, our ordinary shares paid to a "foreign financial institution" or a "non-financial foreign entity" (each as defined in the Code), unless (1) the foreign financial institution undertakes certain diligence and reporting obligations, (2) the non-financial foreign entity either certifies it does not have any "substantial United States owners" (as defined in the Code) or furnishes identifying information regarding each substantial United States owner, or (3) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence and reporting requirements in (1) above, it must enter into an agreement with the U.S. Department of the Treasury requiring, among other things, that it undertake to identify accounts held by certain "specified United States persons" or "United States owned foreign entities" (each as defined in the Code), annually report certain information about such accounts, and withhold 30% on certain payments to non-compliant foreign financial institutions and certain other account holders. Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States governing FATCA may be subject to different rules.

Under the applicable Treasury Regulations and administrative guidance, withholding under FATCA generally applies to payments of dividends on our ordinary shares. While withholding under FATCA would have applied also to payments of gross proceeds from the sale or other disposition of stock, including our ordinary shares, on or after January 1, 2019, proposed Treasury Regulations eliminate FATCA withholding on payments of gross proceeds entirely. Taxpayers generally may rely on these proposed Treasury Regulations until final Treasury Regulations are issued.

Prospective investors should consult their tax advisors regarding the potential application of withholding under FATCA to their investment in our ordinary shares.

F. Dividends and Paying Agents

For a discussion of the declaration and payment of dividends on our ordinary shares, see "*Item 10. Additional Information — B. Memorandum and Articles of Association — Distributions and Dividends*."

G. Statement by Experts

The financial statements as of December 31, 2022 and 2021 and for each of the three years in the period ended December 31, 2022 included in this registration statement on Form 20-F have been so included in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

Independent Petroleum Engineers

The letter reports, included as an exhibit to this registration statement, of Netherland, Sewell & Associates, Inc., independent consulting petroleum engineers, and information with respect to our natural gas, oil and NGL reserves derived from such reports, have been referred to in this registration statement upon the authority of such firm as experts with respect to such matters covered in such reports and in giving such reports. The current address of Netherland, Sewell & Associates, Inc. is 2100 Ross Avenue, Suite 2200, Dallas, Texas 75201.

H. Documents on Display

Upon the effectiveness of this registration statement, the Company will be subject to the information reporting requirements of the Exchange Act applicable to foreign private issuers, and under those requirements will file reports with the SEC. Those other reports or other information and this registration statement may be inspected without charge and copied at the public reference facilities of the SEC located at 100 F Street, N.E., Washington, D.C. 20549. The SEC also maintains a website at http://www.sec.gov from which certain filings may be accessed. We also make our electronic filings with the SEC available at no cost on the Group's Investor Relations website, www.ir.div.energy, as soon as reasonably practicable after we file such material with, or furnish it to, the SEC.

As a foreign private issuer, we will be exempt from the rules under the Exchange Act related to the furnishing and content of proxy statements, and our officers, directors and principal shareholders will be exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we will not be required under the Exchange Act to file annual, quarterly and current reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act. However, for so long as we are listed on a U.S. exchange and are registered with the SEC, we will file with the SEC, within 4 months after the end of each fiscal year, or such applicable time as required by the SEC, an annual report on Form 20-F containing financial statements audited by an independent registered public accounting firm, and will furnish to the SEC, on a Form 6-K, all financial statements and other information required to be furnished on Form 6-K. We will also make available on our website, free of charge, our annual reports on Form 20-F and the text of our reports on Form 6-K, including any amendments to these reports, as well as certain other SEC filings, as soon as reasonably practicable after they are electronically filed with or furnished to the SEC. Our website address is www.div.energy. The information contained on our website is not incorporated by reference in this document.

I. Subsidiary Information

Not applicable.

J. Annual Report to Securities Holders

Not applicable.

Item 11. Quantitative and Qualitative Disclosures About Market Risk

See "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*." In addition to the risks inherent in our operations, we are exposed to a variety of financial risks, such as market risk (including foreign currency exchange, cash flow and interest rate risk), credit risk and liquidity risk. Further information can be found under Note 25 included in "*Item 18. Financial Statements — Audited Consolidated Financial Statements*."

b. Qualitative Information about Market Risk

See "*Item 5. Operating and Financial Results and Prospects — B. Liquidity and Capital Resources*." In addition to the risks inherent in our operations, we are exposed to a variety of financial risks, such as market risk (including foreign currency exchange, cash flow and interest rate risk), credit risk and liquidity risk. Further information can be found under Note 25 included in "*Item 18. Financial Statements — Audited Consolidated Financial Statements*."

Item 12. Description of Securities Other than Equity Securities

A. Debt Securities

Not applicable.

B. Warrants and Rights

Not applicable.

C. Other Securities

Not applicable.

D. American Depositary Shares

Not applicable.

PART II

Item 13. Defaults, Dividend Arrearages and Delinquencies

Not applicable.

Item 14. Material Modifications to the Rights of Security Holders and Use of Proceeds

Not applicable.

Item 15. Controls and Procedures

Not applicable.

Item 16. [Reserved]

Item 16A. Audit Committee Financial Expert

Not applicable.

Item 16B. Code of Ethics

Not applicable.

Item 16C. Principal Accountant Fees and Services

Not applicable.

Item 16D. Exemptions from the Listing Standards for Audit Committees

Not applicable.

Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers

Not applicable.

Item 16F. Change in Registrant's Certifying Accountant

None.

Item 16G. Corporate Governance

Not applicable.

Item 16H. Mine Safety Disclosure

Not applicable.

Item 16I. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

Item 17. Financial Statements

We have elected to furnish financial statements and related information specified in Item 18.

Item 18. Financial Statements

The audited consolidated financial statements as required under Item 18 are attached hereto starting on page F-1 of this Registration Statement. The audit report of Pricewaterhouse Coopers LLP, an independent registered public accounting firm, is included herein preceding the audited consolidated financial statements.

Item 19. Exhibits

List all exhibits filed as part of the registration statement or annual report, including exhibits incorporated by reference.

Exhibit No.	Description
1.1#	Articles of Association of the Registrant.
1.2#	Form of Amended and Restated Articles of Incorporation of the Registrant.
2.1#	Form of Share Certificate upon listing on the New York Stock Exchange.
4.1#X	Participation Agreement, dated October 2, 2020, by and between Diversified Production LLC and OCM Denali Holdings, LLC.
4.2#X	Letter Agreement, dated January 12, 2022, by and between Diversified Production LLC and OCM Denali Holdings, LLC.
4.3#X	Amended, Restated and Consolidated Revolving Credit Agreement, dated December 7, 2018, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent and issuing bank, Keybanc Capital Markets, as sole lead arranger and sole book runner and the lenders party thereto.
4.4#X	First Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated April 18, 2019, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto.
4.5#X	Second Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated June 28, 2019, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto.
4.6#X	Third Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated November 13, 2019, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto.
4.7#X	Fourth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated January 9, 2020, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto.
4.8#X	Fifth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated January 22, 2020, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto.

Exhibit No.	Description
4.9#X	Sixth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated March 24, 2020, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto.
4.10#X	Seventh Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated May 21, 2020, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto.
4.11#X	Eighth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated June 26, 2020, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto.
4.12#X	Ninth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated November 19, 2020, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto.
4.13#X	Tenth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated April 6, 2021, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto.
4.14#X	Eleventh Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated May 11, 2021, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto.
4.15#X	Twelfth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated August 17, 2021, among the Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto.
4.16#X	Thirteenth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated December 7, 2021, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto.
4.17#X	Fourteenth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated February 4, 2022, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto.
4.18#X	Fifteenth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated February 22, 2022, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto.
4.19#X	Sixteenth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement, dated May 27, 2022, among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent, the guarantors party thereto and the lenders party thereto.
4.20#X	Amended and Restated Revolving Credit Agreement, dated as of August 2, 2022 among DP RBL CO LLC, as borrower, Diversified Gas & Oil Corporation, as existing borrower, KeyBank National Association, as administrative agent and issuing bank, Keybanc Capital Markets, as sole lead arranger and sole book runner and the lenders party thereto.

Exhibit No.	Description
4.21#X	First Amendment to Amended and Restated Revolving Credit Agreement, dated March 1, 2023 among DP RBL CO LLC, as borrower, Diversified Gas & Oil Corporation, as existing borrower, KeyBank National Association, as administrative agent and issuing bank, Keybanc Capital Markets, as sole lead arranger and sole book runner and the lenders party thereto.
4.22#X	Second Amendment to Amended and Restated Revolving Credit Agreement, dated April 27, 2023 among DP RBL CO LLC, as borrower, Diversified Gas & Oil Corporation, as existing borrower, KeyBank National Association, as administrative agent and issuing bank, Keybanc Capital Markets, as sole lead arranger and sole book runner and the lenders party thereto.
4.23#X	Credit Agreement, dated May 26, 2020, by and between DP Bluegrass LLC (f.k.a Carbon West Virginia Company, LLC), as borrower and Munich Re Reserve Risk Financing, Inc., as lender, as amended.
4.24#X†	Indenture, dated November 13, 2019, by and between Diversified ABS LLC, as issuer, and UMB Bank, N.A., as indenture trustee and securities intermediary.
4.25#X†	First Amendment to Indenture, dated February 13, 2020, by and between Diversified ABS LLC, as issuer, and UMB Bank, N.A., as indenture trustee.
4.26#X†	Indenture, dated April 9, 2020, by and between Diversified ABS Phase II LLC, as issuer, and UMB Bank, N.A., as indenture trustee and securities intermediary.
4.27#X†	Indenture, dated February 4, 2022, among Diversified ABS Phase III LLC, as issuer, the guarantors named therein and UMB Bank, N.A., as indenture trustee and securities intermediary.
4.28#X†	Indenture, dated February 23, 2022, by and between Diversified ABS Phase IV LLC, as issuer, and UMB Bank, N.A., as indenture trustee and securities intermediary.
4.29#X†	Indenture, dated May 27, 2022, among Diversified ABS Phase V LLC, as issuer, Diversified ABS V Upstream LLC, as guarantor and UMB Bank, N.A., as indenture trustee and securities intermediary.
4.30#X†	Indenture, dated October 27, 2022, among Diversified ABS Phase VI LLC, as issuer, Diversified ABS VI Upstream LLC and Oaktree ABS VI Upstream LLC, as guarantors and UMB Bank, N.A., as indenture trustee and securities intermediary.
4.31*#	Service Agreement, dated January 30, 2017, by and between Diversified Gas & Oil plc and Rusty Hutson
4.32*#	Service Agreement, dated January 30, 2017, by and between Diversified Gas & Oil plc and Bradley Gray
4.33#	2017 Equity Incentive Plan, as amended.
4.34#	2023 Employee Stock Purchase Plan.
8.1#	Subsidiaries of the Registrant.
15.1#	Consent of PricewaterhouseCoopers LLP
15.2#	Consent of Netherland, Sewell & Associates, Inc.
15.3#	Netherland, Sewell & Associates, Inc. estimates of reserves and future revenue to the Diversified Energy Company plc (formerly known as Diversified Gas & Oil plc) interest in certain natural gas and oil properties located in the United States as of December 31, 2022.
15.4#	Netherland, Sewell & Associates, Inc. estimates of reserves and future revenue to the Diversified Energy Company plc (formerly known as Diversified Gas & Oil plc) interest in certain natural gas and oil properties located in the United States as of December 31, 2021.
15.5#	Netherland, Sewell & Associates, Inc. estimates of reserves and future revenue to the Diversified Energy Company plc (formerly known as Diversified Gas & Oil plc) interest in certain natural gas and oil properties located in the United States as of December 31, 2020.

† Certain portions of this exhibit (indicated by "[***]") have been redacted.

X Certain of the schedules and attachments to this exhibit have been omitted. The registrant hereby undertakes to provide further information regarding such omitted materials to the Commission upon request.

* Management Contract

+ Previously filed

Filed herewith

Certain agreements filed as exhibits to this registration statement contain representations and warranties that the parties thereto made to each other. These representations and warranties have been made solely for the benefit of the other parties to such agreements and may have been qualified by certain information that has been disclosed to the other parties to such agreements and that may not be reflected in such agreements. In addition, these representations and warranties may be intended as a way of allocating risks among parties if the statements contained therein prove to be incorrect, rather than as actual statements of fact. Accordingly, there can be no reliance on any such representations and warranties as characterizations of the actual state of facts. Moreover, information concerning the subject matter of any such representations and warranties may have changed since the date of such agreements.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this registration statement on its behalf.

DIVERSIFIED ENERGY COMPANY PLC

Date: November 16, 2023

By: /s/ Bradley G. Gray

Name: Bradley G. Gray
Title: President & Chief Financial Officer

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

DIVERSIFIED ENERGY COMPANY PLC

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

INDEX TO THE CONSOLIDATED FINANCIAL STATEMENTS (AUDITED)

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Diversified Energy Company Plc

Opinion on the Financial Statements

We have audited the accompanying consolidated statement of financial position of Diversified Energy Company Plc and its subsidiaries (the "Company") as of December 31, 2022 and 2021, and the related consolidated statements of comprehensive income, of changes in equity, and of cash flows for each of the three years in the period ended December 31, 2022, including the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022 in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits of these consolidated financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

The Impact of Proved Natural Gas, Oil, and Natural Gas Liquids (NGL) Reserves on Natural Gas and Oil Properties, Net

As described in Notes 3, 4 and 10 to the consolidated financial statements, the Company's natural gas and oil properties, net balance was $2.56 billion as of December 31, 2022, and the related depletion expense for the year ended December 31, 2022 was $170 million. Natural gas and oil activities are accounted for using the principles of the successful efforts method of accounting. Costs incurred to purchase, lease, or otherwise acquire a property are capitalized when incurred. Proved natural gas, oil and NGL reserve volumes are used as the basis to calculate unit-of-production depletion rates. In estimating proved natural gas, oil and NGL reserves, management relies on interpretations and judgment of available geological, geophysical,

engineering and production data, as well as the use of certain economic assumptions such as commodity pricing. Additional assumptions include operating expenses, capital expenditures, and taxes. As disclosed by management, the Company's internal staff of petroleum engineers and geoscience professionals work closely with the independent reserve engineers (together referred to as "management's specialists").

The principal considerations for our determination that performing procedures relating to the impact of proved natural gas, oil and NGL reserves on proved natural gas and oil properties, net is a critical audit matter are (i) the significant judgment by management, including the use of management's specialists, when developing the estimates of proved natural gas, oil and NGL reserve volumes, as the reserve volumes are based on engineering assumptions and methods and (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating audit evidence obtained related to the data, methods, and assumptions used by management and its specialists in developing the estimates of proved natural gas, oil and NGL reserve volumes and the assumptions applied to commodity pricing and operating expenses.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. The work of management's specialists was used in performing the procedures to evaluate the reasonableness of the proved natural gas, oil and NGL reserve volumes. As a basis for using this work, the specialists' qualifications were understood and the Company's relationship with the specialists was assessed. The procedures performed also included evaluating the methods and assumptions used by the specialists, testing the completeness and accuracy of the data used by the specialists, and evaluating the specialists' findings. These procedures also included, among others, testing the completeness and accuracy of the underlying data related to commodity pricing and operating expenses. Additionally, these procedures included evaluating whether the assumptions applied to the data related to commodity pricing and operating expenses that were used in developing the estimate of proved natural gas, oil and NGL reserve volumes were reasonable considering the past performance of the Company.

/s/ PricewaterhouseCoopers LLP

Birmingham, Alabama
November 16, 2023

We have served as the Company's auditor since 2020.

Consolidated Statement of Comprehensive Income
(Amounts in thousands, except per share and per unit data)

	Notes	Year Ended December 31, 2022	December 31, 2021	31 December 2020
Revenue	6	$ 1,919,349	$1,007,561	$ 408,693
Operating expense	7	(445,893)	(291,213)	(203,963)
Depreciation, depletion and amortization	7	(222,257)	(167,644)	(117,290)
Gross profit		**$ 1,251,199**	**$ 548,704**	**$ 87,440**
General and administrative expense	7	(170,735)	(102,326)	(77,234)
Allowance for expected credit losses	14	—	4,265	(8,490)
Gain (loss) on natural gas and oil property and equipment	10,11	2,379	(901)	(2,059)
Gain (loss) on derivative financial instruments	13	(1,758,693)	(974,878)	(94,397)
Gain on bargain purchases	5	4,447	58,072	17,172
Operating profit (loss)		**$ (671,403)**	**$ (467,064)**	**$ (77,568)**
Finance costs	21	(100,799)	(50,628)	(43,327)
Accretion of asset retirement obligation	19	(27,569)	(24,396)	(15,424)
Other income (expense)		269	(8,812)	(421)
Income (loss) before taxation		**$ (799,502)**	**$ (550,900)**	**$(136,740)**
Income tax benefit (expense)	8	178,904	225,694	113,266
Net income (loss)		**$ (620,598)**	**$ (325,206)**	**$ (23,474)**
Other comprehensive income (loss)		940	51	(28)
Total comprehensive income (loss)		**$ (619,658)**	**$ (325,155)**	**$ (23,502)**
Net income (loss) attributable to:				
Diversified Energy Company PLC		$ (625,410)	$ (325,509)	$ (23,474)
Non-controlling interest		4,812	303	—
Net income (loss)		**$ (620,598)**	**$ (325,206)**	**$ (23,474)**
Earnings (loss) per share attributable to Diversified Energy Company PLC				
Weighted average shares outstanding – basic and diluted	10	844,080	793,542	685,170
Earnings (loss) per share – basic and diluted	9	$ (0.74)	$ (0.41)	$ (0.03)

The notes are an integral part of the Consolidated Financial Statements.

Consolidated Statement of Financial Position
(Amounts in thousands, except per share and per unit data)

	Notes	December 31, 2022	December 31, 2021
ASSETS			
Non-current assets:			
Natural gas and oil properties, net	10	$ 2,555,808	$2,530,078
Property, plant and equipment, net	11	462,860	413,980
Intangible assets	12	21,098	14,134
Restricted cash	3	47,497	18,069
Derivative financial instruments	13	13,936	219
Deferred tax assets	8	371,156	176,955
Other non-current assets	15	4,351	3,635
Total non-current assets		**$ 3,476,706**	**$3,157,070**
Current assets:			
Trade receivables, net	14	$ 296,781	$ 282,922
Cash and cash equivalents	3	7,329	12,558
Restricted cash	3	7,891	1,033
Derivative financial instruments	13	27,739	1,052
Other current assets	15	14,482	39,574
Total current assets		**$ 354,222**	**$ 337,139**
Total assets		**$ 3,830,928**	**$3,494,209**
EQUITY AND LIABILITIES			
Shareholders' equity:			
Share capital	16	$ 11,503	$ 11,571
Share premium	16	1,052,959	1,052,959
Treasury reserve		(100,828)	(68,537)
Share based payment and other reserves		17,650	14,156
Retained earnings (accumulated deficit)		(1,133,972)	(362,740)
Equity attributable to owners of the parent:		**$ (152,688)**	**$ 647,409**
Non-controlling interests	5	14,964	16,541
Total equity		**$ (137,724)**	**$ 663,950**
Non-current liabilities:			
Asset retirement obligations	19	$ 452,554	$ 522,190
Leases	20	19,569	18,177
Borrowings	21	1,169,233	951,535
Deferred tax liability	8	12,490	—
Derivative financial instruments	13	1,177,801	556,982
Other non-current liabilities	23	5,375	7,775
Total non-current liabilities		**$ 2,837,022**	**$2,056,659**
Current liabilities:			
Trade and other payables	22	$ 93,764	$ 62,418
Leases	20	9,293	9,627
Borrowings	21	271,096	58,820
Derivative financial instruments	13	293,840	251,687
Other current liabilities	23	463,637	391,048
Total current liabilities		**$ 1,131,630**	**$ 773,600**
Total liabilities		**$ 3,968,652**	**$2,830,259**
Total equity and liabilities		**$ 3,830,928**	**$3,494,209**

The Consolidated Financial Statements were approved and authorized for issue by the Board on May 1, 2023 and were signed on its behalf by:

DAVID E. JOHNSON
Chairman of the Board
May 1, 2023

The notes are an integral part of the Consolidated Financial Statements.

Consolidated Statement of Changes in Equity
(Amounts in thousands, except per share and per unit data)

	Notes	Share Capital	Share Premium	Treasury Reserve	Share Based Payment and Other Reserves	Retained Earnings (Accumulated Deficit)	Equity Attributable to Owners of the Parent	Non-Controlling Interest	Total Equity
Balance as of January 1, 2020		**$ 8,800**	**$ 760,543**	**$ (52,903)**	**$ 3,947**	**$ 217,748**	**$ 938,135**	**$ —**	**$ 938,135**
Income (loss) after taxation		—	—	—	—	(23,474)	(23,474)	—	(23,474)
Other comprehensive income (loss)		—	—	—	—	(28)	(28)	—	(28)
Total comprehensive income (loss)		$ —	$ —	$ —	$ —	**$ (23,502)**	$ (23,502)	$ —	**$ (23,502)**
Issuance of share capital (equity placement)	16	791	80,616	—	—	—	81,407	—	81,407
Issuance of share capital (equity compensation)		3	—	—	4,776	—	4,779	—	4,779
Repurchase of shares (share buyback program)	16	(74)	—	(15,634)	74	—	(15,634)	—	(15,634)
Dividends	18	—	—	—	—	(98,527)	(98,527)	—	(98,527)
Transactions with shareholders		**$ 720**	**$ 80,616**	**$ (15,634)**	**$ 4,850**	**$ (98,527)**	**$ (27,975)**	**$ —**	**$ (27,975)**
Balance as of December 31, 2020		**$ 9,520**	**$ 841,159**	**$ (68,537)**	**$ 8,797**	**$ 95,719**	**$ 886,658**	**$ —**	**$ 886,658**
Net income (loss)		—	—	—	—	(325,509)	(325,509)	303	(325,206)
Other comprehensive income (loss)		—	—	—	—	51	51	—	51
Total comprehensive income (loss)		$ —	$ —	$ —	$ —	**$ (325,458)**	$(325,458)	$ 303	**$(325,155)**
Non-controlling interest in acquired assets	5	—	—	—	—	—	—	16,238	16,238
Issuance of share capital (equity placement)	16	2,044	211,800	—	—	—	213,844	—	213,844
Issuance of share capital (equity compensation)		7	—	—	6,788	(2,762)	4,033	—	4,033
Dividends	18	—	—	—	—	(130,239)	(130,239)	—	(130,239)
Cancellation of warrants	16	—	—	—	(1,429)	—	(1,429)	—	(1,429)
Transactions with shareholders		**$ 2,051**	**$ 211,800**	**$ —**	**$ 5,359**	**$ (133,001)**	**$ 86,209**	**$16,238**	**$ 102,447**
Balance as of December 31, 2021		**$11,571**	**$1,052,959**	**$ (68,537)**	**$14,156**	**$ (362,740)**	**$ 647,409**	**$16,541**	**$ 663,950**
Net Income (loss)		—	—	—	—	(625,410)	(625,410)	4,812	(620,598)
Other comprehensive income (loss)		—	—	—	—	940	940	—	940
Total comprehensive income (loss)		$ —	$ —	$ —	$ —	$ (624,470)	$(624,470)	$ 4,812	$(619,658)
Issuance of share capital (settlement of warrants)	16	5	—	—	452	—	457	—	457
Issuance of share capital (equity compensation)		7	—	—	5,682	(3,307)	2,382	—	2,382
Issuance of EBT shares (equity compensation)	16	—	—	2,400	(2,400)	—	—	—	—
Repurchase of shares (EBT)	16	—	—	(22,931)	—	—	(22,931)	—	(22,931)
Repurchase of shares (share buyback program)	16	(80)	—	(11,760)	80	—	(11,760)	—	(11,760)
Dividends	18	—	—	—	—	(143,455)	(143,455)	—	(143,455)
Distributions to non-controlling interest owners		—	—	—	—	—	—	(6,389)	(6,389)
Cancellation of warrants	16	—	—	—	(320)	—	(320)	—	(320)
Transactions with shareholders		**$ (68)**	**$ —**	**$ (32,291)**	**$ 3,494**	**$ (146,762)**	**$(175,627)**	**$ (6,389)**	**$(182,016)**
Balance as of December 31, 2022		**$11,503**	**$1,052,959**	**$(100,828)**	**$17,650**	**$(1,133,972)**	**$(152,688)**	**$14,964**	**$(137,724)**

The notes are an integral part of the Consolidated Financial Statements.

Consolidated Statement of Cash Flows
(Amounts in thousands, except per share and per unit data)

	Notes	Year Ended December 31, 2022	December 31, 2021	December 31, 2020
Cash flows from operating activities:				
Income (loss) after taxation		**$ (620,598)**	**$ (325,206)**	**$ (23,474)**
Cash flows from operations reconciliation:				
Depreciation, depletion and amortization	7	222,257	167,644	117,290
Accretion of asset retirement obligations	19	27,569	24,396	15,424
Income tax (benefit) expense	8	(178,904)	(225,694)	(113,266)
(Gain) loss on fair value adjustments of unsettled financial instruments	13	861,457	652,465	238,795
Asset retirement costs	19	(4,889)	(2,879)	(2,442)
(Gain) loss on natural gas and oil properties and equipment	5,10,11	(2,379)	901	1,356
Gain on bargain purchases	5	(4,447)	(58,072)	(17,172)
Finance costs	21	100,799	50,628	43,327
Revaluation of contingent consideration	24	—	8,963	567
Hedge modifications	13	(133,573)	(10,164)	(7,723)
Non-cash equity compensation	7,17	8,051	7,400	5,007
Working capital adjustments:				
Change in trade receivables and other current assets		13,760	(126,957)	4,348
Change in other non-current assets		(580)	(556)	(1,173)
Change in trade and other payables and other current liabilities		132,349	162,486	(12,174)
Change in other non-current liabilities		(6,794)	5,707	(1,130)
Cash generated from operations		**$ 414,078**	**$ 331,062**	**$ 247,560**
Cash paid for income taxes		(26,314)	(10,880)	(5,850)
Net cash provided by operating activities		**$ 387,764**	**$ 320,182**	**$ 241,710**
Cash flows from investing activities:				
Consideration for business acquisitions, net of cash acquired	5	$ (24,088)	$ (286,804)	$(100,138)
Consideration for asset acquisitions	5	(264,672)	(287,330)	(122,953)
Proceeds from divestitures	5	—	86,224	—
Payments associated with potential acquisitions	15	—	(25,002)	—
Acquisition related debt and hedge extinguishments	5, 13	—	(56,466)	—
Expenditures on natural gas and oil properties and equipment	10,11	(86,079)	(50,175)	(21,947)
Proceeds on disposals of natural gas and oil properties and equipment	10,11	12,189	2,663	3,712
Other acquired intangibles	13	—	—	(2,900)
Contingent consideration payments	24	(23,807)	(10,822)	(893)
Net cash used in investing activities		**$ (386,457)**	**$ (627,712)**	**$(245,119)**
Cash flows from financing activities:				
Repayment of borrowings	21	$(2,139,686)	$(1,432,566)	$(705,314)
Proceeds from borrowings	21	2,587,554	1,727,745	799,650
Cash paid for interest	21	(82,936)	(41,623)	(34,335)
Debt issuance cost	21	(34,234)	(10,255)	(7,799)
(Increase) decrease in restricted cash	3	(36,287)	1,838	(12,637)
Hedge modifications associated with ABS Notes	13,21	(105,316)	—	—
Proceeds from equity issuance, net	16	—	213,844	81,407
Principal element of lease payments	20	(11,233)	(8,606)	(3,684)
Cancellation (settlement) of warrants, net	16	137	(1,429)	—
Dividends to shareholders	18	(143,455)	(130,239)	(98,527)
Distributions to non-controlling interest owners		(6,389)	—	—
Repurchase of shares by the EBT	16	(22,931)	—	—
Repurchase of shares	16	(11,760)	—	(15,634)
Net cash provided by financing activities		**$ (6,536)**	**$ 318,709**	**$ 3,127**
Net change in cash and cash equivalents		(5,229)	11,179	(282)
Cash and cash equivalents, beginning of period		12,558	1,379	1,661
Cash and cash equivalents, end of period		**$ 7,329**	**$ 12,558**	**$ 1,379**

The notes are an integral part of the Consolidated Financial Statements.

Notes to the Consolidated Financial Statements
(Amounts in thousands, except per share and per unit data)

Index to the Notes to the Consolidated Financial Statements

Notes to the Consolidated Financial Statements
(Amounts in thousands, except per share and per unit data)

NOTE 1 — GENERAL INFORMATION

Diversified Energy Company PLC (the "Parent"), formerly Diversified Gas & Oil PLC, and its wholly owned subsidiaries (the "Company") is an independent energy company engaged in the production, marketing and transportation of primarily natural gas related to its synergistic U.S. onshore upstream and midstream assets. The Company's assets are located within the Central Region and Appalachian Basin of the U.S.

The Company was incorporated on July 31, 2014 in the United Kingdom and is registered in England and Wales under the Companies Act 2006 as a public limited company under company number 09156132. The Company's registered office is located at 4th floor Phoenix House, 1 Station Hill, Reading, Berkshire, RG1 1NB, UK.

In February 2017, the Company's shares were admitted to trading on AIM under the ticker "DGOC." In May 2020, the Company's shares were admitted to trading on the LSE's Main Market for listed securities. The shares trading on AIM were cancelled concurrent to their admittance on the LSE. With the change in corporate name in 2021, the Company's shares listed on the LSE began trading as Diversified Energy Company PLC on May 7, 2021 under the new ticker "DEC".

NOTE 2 — BASIS OF PREPARATION

Basis of Preparation

The Consolidated Financial Statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board (IASB). The principal accounting policies set out below have been applied consistently throughout the year and are consistent with prior year unless otherwise stated.

Unless otherwise stated, the Consolidated Financial Statements are presented in U.S. Dollars, which is the Company's subsidiaries' functional currency and the currency of the primary economic environment in which the Company operates, and all values are rounded to the nearest thousand dollars except per share and per unit amounts and where otherwise indicated.

Transactions in foreign currencies are translated into U.S. Dollars at the rate of exchange on the date of the transaction. Monetary assets and liabilities denominated in foreign currencies are translated at the exchange rate at the date of the Consolidated Statement of Financial Position. Where the Company has a different functional currency, its results and financial position are translated into the presentation currency as follows:

- Assets and liabilities in the Consolidated Statement of Financial Position are translated at the closing rate at the date of that Consolidated Statement of Financial Position;
- Income and expenses in the Consolidated Statement of Comprehensive Income are translated at average exchange rates (unless this is not a reasonable approximation of the cumulative effect of the rates prevailing on the transaction dates, in which case income and expenses are translated at the dates of the transactions); and
- All resulting exchange differences are reflected within other comprehensive income in the Consolidated Statement of Comprehensive Income.

The Consolidated Financial Statements have been prepared under the historical cost convention, as modified by the revaluation of financial assets and liabilities (including derivative instruments) held at fair value through profit and loss or through other comprehensive income.

Segment Reporting

The Company is an independent owner and operator of producing natural gas and oil wells with properties located in the states of Tennessee, Kentucky, Virginia, West Virginia, Ohio, Pennsylvania,

Oklahoma, Texas and Louisiana. The Company's strategy is to acquire long-life producing assets, efficiently operate those assets to generate Free Cash Flow for shareholders and then to retire assets safely and responsibly at the end of their useful life. The Company's assets consist of natural gas and oil wells, pipelines and a network of gathering lines and compression facilities which are complementary to the Company's assets.

In accordance with IFRS the Company establishes segments on the basis those components of the Company are evaluated regularly by the chief executive officer, DEC's chief operating decision maker, when deciding how to allocate resources and in assessing performance. When evaluating performance as well as when acquiring and managing assets the chief operating decision maker does so in a consolidated and complementary fashion to vertically integrate and improve margins. Accordingly, when determining operating segments under IFRS 8, the Company has identified one reportable segment that produces and transports natural gas, NGLs and oil in the U.S.

Going Concern

The Consolidated Financial Statements have been prepared on the going concern basis, which contemplates the continuity of normal business activity and the realization of assets and the settlement of liabilities in the normal course of business. The Directors have reviewed the Company's overall position and outlook and are of the opinion that the Company is sufficiently well funded to be able to operate as a going concern for at least the next 12 months from the date of approval of 2022 Annual Report.

The Directors closely monitor and carefully manage the Company's liquidity risk. Our financial outlook is assessed primarily through the annual business planning process, however it is also carefully monitored on a monthly basis. This process includes regular Board discussions, led by Senior Leadership, at which the current performance of, and outlook for, the Company are assessed. The outputs from the business planning process include a set of key performance objectives, an assessment of the Company's primary risks, the anticipated operational outlook and a set of financial forecasts that consider the sources of funding available to the Company (the "Base Plan").

The Base Plan incorporates key assumptions which underpin the business planning process. These assumptions are as follows:

- Projected operating cash flows are calculated using a production profile which is consistent with current operating results and decline rates;
- Assumes commodity prices are in line with the current forward curve which considers basis differentials;
- Operating cost levels stay consistent with historical trends;
- The financial impact of our current hedging contracts in place for the assessment period, which represents approximately 85%, 75%, and 70% of total production volumes hedged for the years ending December 31, 2023, 2024 and 2025 respectively;
- The scenario also includes the scheduled principal and interest payments on our current debt arrangements and the funding of a dividend utilizing Free Cash Flow; and
- The continuation of capital expenditures directed at our emissions reductions initiatives.

The Directors and Senior Leadership also consider various scenarios around the Base Plan that primarily reflect a more severe, but plausible, downside impact of the principal risks, both individually and in the aggregate, as well as the additional capital requirements that downside scenarios could place on us.

Scenario 1: A sharp and sustained decline in pricing resulting in a 10% reduction to net realized prices.

Scenario 2: An operational stoppage or regulatory event occurs which results in reduced production by approximately 5%.

Scenario 3: A market or regulatory event (e.g. climate change legislation) triggers an increase in operating and midstream expenses by approximately 5%.

Under these downside sensitivity scenarios, the Company remains cash flow positive. The Company meets its working capital requirements, which primarily consist of derivative liabilities that, when settled, will be funded utilizing the higher commodity revenues from which the derivative liability was derived. The Company will also continue to meet the covenant requirements under its Credit Facility as well as its other existing borrowing instruments and continue to return cash flows to shareholders.

The Directors and Senior Leadership consider the impact that these principal risks could, in certain circumstances, have on the Company's prospects within the assessment period, and accordingly appraise the opportunities to actively mitigate the risk of these severe, but plausible, downside scenarios. In addition to its modelled downside going concern scenarios, the Board has stress tested the model to determine the extent of downturn which would result in a breach of covenants. Assuming similar levels of cash conversion as seen in 2022, a decline in production volume and pricing well in excess of that historically experienced by the Company would need to persist throughout the going concern period for a covenant breach to occur, which is considered very unlikely. This stress test also does not incorporate certain mitigating actions or cash preservation responses, which the Company would implement in the event of a severe and extended revenue decline.

In addition to the scenarios above, the Directors also considered the current geopolitical environment and the inflationary pressures that are currently impacting the U.S., which are being closely monitored by the Company. Notwithstanding the modelling of specific hypothetical scenarios, the Company believes that the impact associated with these events will largely continue to be reflected in commodity markets and will extend the volatility experienced in recent months. The Company considers commodity price risk a principal risk and will continue to actively monitor and mitigate this risk.

Based on the above, the Directors have reviewed the Company's overall position and outlook and are of the opinion that the Company is sufficiently well funded to be able to operate as a going concern for at least the next 12 months from the date of approval of these Consolidated Financial Statements.

Prior Period Reclassifications and Changes in Presentation

Reclassifications in the Consolidated Statement of Financial Position and Consolidated Statement of Changes in Equity

To provide additional transparency into equity activity, the Company has reclassified certain amounts in its prior year Consolidated Statement of Financial Position and Consolidated Statement of Changes in Equity to conform to its current period presentation. These changes in reclassification do not affect total comprehensive income previously reported in the Consolidated Statement of Changes in Equity.

The Company reclassified $68,537 in "Repurchase of shares" from "Retained Earnings (Accumulated Deficit)" to "Treasury Reserve" in the accompanying 2021 Consolidated Statement of Financial Position and Consolidated Statement of Changes in Equity. The Company reclassified $52,903 in "Repurchase of shares" from "Retained Earnings (Accumulated Deficit)" to "Treasury Reserve" in the accompanying 2020 Consolidated Statement of Changes in Equity.

Reclassifications in the Consolidated Statement of Cash Flows

The Company has reclassified certain amounts in its prior year Consolidated Statement of Cash Flows to conform to its current period presentation. These changes in classification do not affect total comprehensive income previously reported in the Consolidated Statement of Cash Flows.

The Company reclassified $4,233 and $1,958 in "Change in other current assets" to "Change in trade receivables and other current assets" and $153,179 and $7,402 in "Change in other current and non-current liabilities" to "Change in trade and other payables and other current liabilities" in the accompanying 2021 and 2020 Consolidated Statement of Cash Flows, respectively. The Company also reclassified $1,838 and $12,637 in "(Increase) decrease in restricted cash" from "Cash flows from investing activities" to "Cash flows from financing activities" in the accompanying 2021 and 2020 Consolidated Statement of Cash Flows, respectively.

Basis of Consolidation

The Consolidated Financial Statements for the year ended December 31, 2022 reflect the following corporate structure of the Company, and its 100% wholly owned subsidiaries:

- Diversified Energy Company PLC ("DEC") as well as its wholly owned subsidiaries
  - Diversified Gas & Oil Corporation
    - Diversified Production LLC
      - Diversified ABS Holdings LLC
        - Diversified ABS LLC
      - Diversified ABS Phase II Holdings LLC
        - Diversified ABS Phase II LLC
      - Diversified ABS Phase III Holdings LLC
        - Diversified ABS Phase III LLC
          - Diversified ABS III Upstream LLC
          - Diversified ABS Phase III Midstream LLC
      - Diversified ABS Phase IV Holdings LLC
        - Diversified ABS Phase IV LLC
      - Diversified ABS Phase V Holdings LLC
        - Diversified ABS Phase V LLC
        - Diversified ABS Phase V Upstream LLC
  - DP Bluegrass Holdings LLC
    - DP Bluegrass LLC
  - Sooner State Joint ABS Holdings LLC[a]
    - Diversified ABS Phase VI Holdings LLC
      - Diversified ABS Phase VI LLC
        - Diversified ABS VI Upstream LLC
        - OCM Denali ABS VI Upstream LLC
  - DP RBL Co LLC
    - BlueStone Natural Resources II LLC
    - DP Legacy Central LLC
    - Diversified Energy Marketing LLC
    - DP Tapstone Energy Holdings LLC
    - DP Legacy Tapstone LLC
  - Giant Land, LLC[b]
  - Link Land LLC[b]
  - Old Faithful Land LLC[b]
  - Riverside Land LLC[b]
  - Splendid Land LLC[b]
  - Chesapeake Granite Wash Trust[c]
  - TGG Cotton Valley Assets, LLC
- Diversified Midstream LLC
  - Cranberry Pipeline Corporation
  - Coalfield Pipeline Company
  - DM Bluebonnet LLC
  - Black Bear Midstream Holdings LLC
    - Black Bear Midstream LLC
    - Black Bear Liquids LLC
    - Black Bear Liquids Marketing LLC
  - DGOC Holdings Sub III LLC
  - Diversified Energy Group LLC
  - Diversified Energy Company LLC
  - Next LVL Energy, LLC

(a) Owned 51.25% by Diversified Energy Company PLC.

(b) Owned 55% by Diversified Energy Company PLC.

(c) Diversified Production, LLC holds 50.8% of the issued and outstanding common shares of Chesapeake Granite Wash Trust.

NOTE 3 — SIGNIFICANT ACCOUNTING POLICIES

The preparation of the Consolidated Financial Statements in compliance with UK-adopted international accounting standards requires management to make estimates and exercise judgment in applying the Company's accounting policies. In preparing the Consolidated Financial Statements, the significant judgments made by management in applying the Company's accounting policies and the key sources of estimation uncertainty are disclosed in Note 4.

Business Combinations and Asset Acquisitions

The Company performs an assessment of each acquisition to determine whether the acquisition should be accounted for as an asset acquisition or a business combination. For each transaction, the Company may elect to apply the concentration test under the IFRS 3 amendment to determine if the fair value of assets

acquired is substantially concentrated in a single asset (or a group of similar assets). If this concentration test is met, the acquisition qualifies as an acquisition of a group of assets and liabilities, not of a business.

Accounting for business combinations under IFRS 3 is applied once it is determined that a business has been acquired. Under IFRS 3, a business is defined as an integrated set of activities and assets conducted and managed for the purpose of providing a return to investors. A business generally consists of inputs, processes applied to those inputs, and resulting outputs that are, or will be, used to generate revenues.

When less than the entire interest of an entity is acquired, the choice of measurement of the non-controlling interest, either at fair value or at the proportionate share of the acquiree's identifiable net assets, is determined on a transaction by transaction basis.

More information regarding the judgments and conclusions reached with respect to business combinations and asset acquisitions is included in Notes 4 and 5.

Oaktree Capital Management, L.P. ("Oaktree") Participation Agreement

In October 2020, the Company entered into a definitive participation agreement with funds managed by Oaktree to jointly identify and fund future proved developed producing acquisition opportunities ("PDP acquisitions") that the Company identified over a three (3) year term. The Oaktree Funding Commitment provided for up to $1,000,000 in aggregate over three years for mutually agreed upon PDP acquisitions with transaction valuations typically greater than $250,000. The Company and Oaktree each fund 50% of the net purchase price in exchange for proportionate working interests of 51.25% and 48.75% during Tranche I deals, or joint acquisitions made during the first 18 months of the agreement, and 52.5% and 47.5% during Tranche II deals, or joint acquisitions made during the second 18 months of the agreement, respectively. The Company's greater share reflects the upfront promote it will receive from Oaktree which is intended to compensate the Company for the increase in general and administrative expenses needed to operate an entity that increases with acquired growth.

Additionally, upon Oaktree achieving a 10% unlevered internal rate of return, Oaktree will convey a back-end promote to the Company which will increase the Company's working interest to 59.625% for both Tranche I and Tranche II deals. The Company also maintains the right of first offer to acquire Oaktree's interest if and when Oaktree decides to divest. The Company and Oaktree each have the right to participate in a sale by the other party with a third-party upon comparable terms.

Inventory

Natural gas inventory is stated at the lower of cost and net realizable value, cost being determined on a weighted average cost basis. Inventory also consists of material and supplies used in connection with the Company's maintenance, storage and handling. Inventory is stated at the lower of cost or net realizable value.

Cash and Cash Equivalents

Cash on the balance sheet comprises cash at banks. Balances held at banks, at times, exceed U.S. federally insured amounts. The Company has not experienced any losses in such accounts and the Directors believe the Company is not exposed to any significant credit risk on its cash. As of December 31, 2022 and 2021, the Company's cash balance was $7,329 and $12,558, respectively.

Trade Receivables

Trade receivables are stated at the historical carrying amount, net of any provisions required. Trade receivables are due from customers throughout the natural gas and oil industry. Although dispersed among several customers, collectability is dependent on the financial condition of each individual customer as well as the general economic conditions of the industry. The Directors review the financial condition of customers prior to extending credit and generally do not require collateral to support the recoverability of the Company's trade receivables. Any changes in the Directors' allowance for current expected credit losses during the year are recognized in the Consolidated Statement of Comprehensive Income. Trade receivables also include certain receivables from third-party working interest owners. The Company consistently assesses the collectability of these receivables. As of December 31, 2022 and 2021, the Company considered

a portion of these working interest receivables uncollectable and recorded an allowance for credit losses in the amount of $8,941 and $6,141, respectively. Refer to Note 14 for additional information.

Impairment of Financial Assets

IFRS 9, Financial Instruments ("IFRS 9"), requires the application of an expected credit loss model in considering the impairment of financial assets. The expected credit loss model requires the Company to account for expected credit losses and changes in those expected credit losses at each reporting date to reflect changes in credit risk since initial recognition of the financial assets. The credit event does not have to occur before credit losses are recognized. IFRS 9 allows for a simplified approach for measuring the loss allowance at an amount equal to lifetime expected credit losses for trade receivables and contract assets.

The Company applies the simplified approach to the expected credit loss model to trade receivables arising from:

- Sales of natural gas, NGLs and oil;
- Sales of gathering and transportation of third-party natural gas; and
- The provision of other services.

Borrowings

Borrowings are recognized initially at fair value, net of any applicable transaction costs incurred. Borrowings are subsequently carried at amortized cost. Any difference between the proceeds (net of transaction costs) and the redemption value is recognized in the Consolidated Statement of Comprehensive Income over the period of the borrowings using the effective interest method (if applicable).

Interest on borrowings is accrued as applicable to each class of borrowing.

Derivative Financial Instruments

Derivatives are used as part of the Company's overall strategy to mitigate risk associated with the unpredictability of cash flows due to volatility in commodity prices. Further details of the Company's exposure to these risks are detailed in Note 25. The Company has entered into financial instruments which are considered derivative contracts, such as swaps and collars, which result in net cash settlements each month and do not result in physical deliveries. The derivative contracts are initially recognized at fair value at the date the contract is entered into and remeasured to fair value every balance sheet date. The resulting gain or loss is recognized in the Consolidated Statement of Comprehensive Income in the year incurred in the Gain (loss) on derivative financial instruments line item.

Restricted Cash

Cash held on deposit for bonding purposes is classified as restricted cash and recorded within current and non-current assets. The cash (1) is restricted in use by state governmental agencies to be utilized and drawn upon if the operator should abandon any wells, or (2) is being held as collateral by the Company's surety bond providers. Additionally, the Company is required to maintain certain reserves for interest payments related to its asset-backed securitizations discussed in Note 21. These reserves approximate six to seven months of interest, depending on the Note, as well as any associated fees. The Company classifies restricted cash as current or non-current based on the classification of the associated asset or liability to which the restriction relates.

	December 31, 2022	December 31, 2021
Cash restricted by asset-backed securitizations	$54,552	$18,069
Other restricted cash	836	1,033
Total restricted cash	**$55,388**	**$19,102**
Classified as:		
Current asset	$ 7,891	$ 1,033
Non-current asset	47,497	18,069
Total	**$55,388**	**$19,102**

Natural Gas and Oil Properties

Natural gas and oil activities are accounted for using the principles of the successful efforts method of accounting as described below.

Development and Acquisition Costs

Costs incurred to purchase, lease, or otherwise acquire a property are capitalized when incurred. Expenditures related to the construction, installation or completion of infrastructure facilities, such as platforms, and the drilling of development wells, including delineation wells, are capitalized within natural gas and oil properties. The initial cost of an asset comprises its purchase price or construction cost, any costs directly attributable to bringing the asset into operation, and the initial estimate of the asset retirement obligation.

Depletion

Proved natural gas, oil and NGL reserve volumes are used as the basis to calculate unit-of-production depletion rates. Leasehold costs are depleted on the unit-of-production basis over the total proved reserves of the relevant area while production and development wells are depleted over proved producing reserves.

Intangible Assets

Software Development

Development costs that are directly attributable to the design and testing of identifiable and unique software products controlled by the Company are recognized as intangible assets where the following criteria are met:

- It is technically feasible to complete the software so that it will be available for use;
- The Directors intend to complete the software and use or sell it;
- There is an ability to use the software;
- It can be demonstrated how the software will generate probable future economic benefits;
- Adequate technical, financial and other resources to complete the development and to use the software are available; and
- The expenditure attributable to the software during its development can be reliably measured.

Directly attributable costs that are capitalized as part of the software include cost incurred by third parties, employee costs and an appropriate portion of relevant overheads. Capitalized development costs are recorded as intangible assets and amortized from the point at which the asset is ready for use. Costs associated with maintaining software programs are recognized as an expense as incurred.

Impairment of Intangible Assets

Intangible assets are tested for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognized for the amount by which the

asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less costs of disposal and value in use. For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are separately identifiable cash inflows which are largely independent of the cash inflows from other assets or groups of assets (cash-generating units). Intangible assets that suffer an impairment are reviewed for possible reversal of the impairment at the end of each reporting period.

Amortization

The Company amortizes intangible assets with a limited useful life, using the straight-line method over the following periods:

	Range in Years
Software	3 – 5
Other acquired intangibles[(a)]	3

(a) Represents intangible assets acquired in business combinations and asset acquisitions.

Property, Plant and Equipment

Property, plant and equipment are stated at cost less accumulated depreciation and impairment losses, if any. The cost of property, plant and equipment initially recognized includes its purchase price and any cost that is directly attributable to bringing the asset to the location and condition necessary for it to be capable of operating in the manner intended by the Directors.

Property, plant and equipment are generally depreciated on a straight-line basis over their estimated useful lives:

	Range in Years
Buildings and leasehold improvements	10 – 40
Equipment	5 – 10
Motor vehicles	5
Midstream assets	10 – 15
Other property and equipment	5 – 10

Property, plant and equipment held under leases are depreciated over the shorter of the lease term or estimated useful life.

Impairment of Non-Financial Assets

At each reporting date, the Directors assess whether indications exist that an asset may be impaired. If indications exist, or when annual impairment testing for an asset is required, the Directors estimate the asset's recoverable amount. An asset's recoverable amount is the higher of an asset's, or cash generating unit's, fair value less costs to sell and its value-in-use, and is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or groups of assets. Where the carrying amount of an asset or cash-generating unit exceeds its recoverable amount, the Directors consider the asset impaired and write the asset down to its recoverable amount. In assessing value-in-use, the Directors discount the estimated future cash flows to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining fair value less costs to sell, the Directors consider recent market transactions, if available. If no such transactions can be identified, the Directors will utilize an appropriate valuation model.

Leases

The Company recognizes a right-of-use asset and a lease liability at the commencement date of contracts (or separate components of a contract) which convey to the Company the right to control the use of an identified asset for a period of time in exchange for consideration, when such contracts meet the

definition of a lease as determined by IFRS 16, Leases ("IFRS 16"). The determination of whether an arrangement is, or contains, a lease is based on the substance of the arrangement at inception date.

The Company initially measures the lease liability at the present value of the future lease payments. The lease payments are discounted using the interest rate implicit in the lease. When this rate cannot be readily determined, the Company uses its incremental borrowing rate. After the commencement date, the lease liability is reduced for payments made by the lessee and increased for interest on the lease liability.

Right-of-use assets are initially measured at cost, which comprises:

- The amount of the initial measurement of the lease liability;
- Any lease payments made at or before the commencement date, less any lease incentives received, any initial direct costs incurred by the lessee; and
- An estimate of costs to be incurred by the lessee in dismantling and removing the underlying asset, restoring the site on which it is located or restoring the underlying asset to the condition required by the terms and conditions of the lease unless those costs are incurred to produce inventories.

Subsequent to the measurement date, the right-of-use asset is depreciated on a straight line basis for a period of time that reflects the life of the underlying asset, and also adjusted for the remeasurement of any lease liability.

Asset Retirement Obligations

Where a liability for the retirement of a well, removal of production equipment and site restoration at the end of the production life of a well exists, the Company recognizes a liability for asset retirement. The amount recognized is the present value of estimated future net expenditures determined in accordance with our anticipated retirement plans as well as with local conditions and requirements. The unwinding of the discount on the decommissioning liability is included as accretion of the decommissioning provision. The cost of the relevant property, plant and equipment asset is increased with an amount equivalent to the liability and depreciated on a unit of production basis. The Company recognizes changes in estimates prospectively, with corresponding adjustments to the liability and the associated non-current asset.

As of December 31, 2022 and 2021, the Company had no midstream asset retirement obligations.

Taxation

Deferred Taxation

Deferred tax assets and liabilities arise from temporary differences between the tax bases of assets and liabilities and their carrying amounts in the Consolidated Financial Statements. Deferred tax is determined using tax rates (and laws) that have been enacted or substantially enacted by the balance sheet date and are expected to apply when the related deferred tax is realized or the deferred liability is settled.

Deferred tax assets are recognized to the extent that it is probable that the future taxable profit will be available against which the temporary differences can be utilized.

Current Taxation

Current income tax assets and liabilities for the years ended December 31, 2022 and 2021 were measured at the amount to be recovered from, or paid to, the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted at the reporting date in the jurisdictions where the Company operates and generates taxable income.

Uncertain Tax Positions

Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation and considers whether it is probable that a taxation authority will accept an uncertain tax treatment. The Company measures its tax balances based on either

the most likely amount, or the expected value, depending on which method provides a better prediction of the resolution of the uncertainty.

Revenue Recognition

Natural Gas, NGLs and Oil

Commodity revenue is derived from sales of natural gas, NGLs and oil products and is recognized when the customer obtains control of the commodity. This transfer generally occurs when the product is physically transferred into a vessel, pipe, sales meter or other delivery mechanism. This also represents the point at which the Company carries out its single performance obligation to its customer under contracts for the sale of natural gas, NGLs and oil.

Commodity revenue in which the Company has an interest with other producers is recognized proportionately based on the Company's working interest and the terms of the relevant production sharing contracts. The portion of revenue that is due to minority working interests is included as a liability, described in Note 23.

Commodity revenue is recorded based on the volumes accepted each day by customers at the delivery point and is measured using the respective market price index for the applicable commodity plus or minus the applicable basis differential based on the quality of the product.

Third-Party Gathering Revenue

Revenue from gathering and transportation of third-party natural gas is recognized when the customer transfers its natural gas to the entry point in the Company's midstream network and becomes entitled to withdraw an equivalent volume of natural gas from the exit point in the Company's midstream network under contracts for the gathering and transportation of natural gas. This transfer generally occurs when product is physically transferred into the Company's vessel, pipe, or sales meter. The customer's entitlement to withdraw an equivalent volume of natural gas is broadly coterminous with the transfer of natural gas into the Company's midstream network. Customers are invoiced and revenue is recognized each month based on the volume of natural gas transported at a contractually agreed upon price per unit.

Asset Retirement Revenue

Revenue from third-party asset retirement services is recognized as earned in the month work is performed and consistent with the Company's contractual obligations. The Company's contractual obligations in this respect are considered to be its performance obligations.

Other Revenue

Revenue from the operation of third-party wells is recognized as earned in the month work is performed and consistent with the Company's contractual obligations. The Company's contractual obligations in this respect are considered to be its performance obligations for the purposes of IFRS 15, Revenue from Contracts with Customers ("IFRS 15").

Revenue from the sale of water disposal services to third-parties into the Company's disposal wells is recognized as earned in the month the water was physically disposed at a contractually agreed upon price per unit. Disposal of the water is considered to be the Company's performance obligation under these contracts.

Revenue is stated after deducting sales taxes, excise duties and similar levies.

Share-Based Payments

The Company accounts for share-based payments under IFRS 2, Share-Based Payment ("IFRS 2"). All of the Company's share-based awards are equity settled. The fair value of the awards are determined at the date of grant. As of December 31, 2022 and 2021, the Company had three types of share-based payment awards: RSUs, PSUs and Options. The fair value of the Company's RSUs is measured using the stock

price at the grant date. The fair value of the Company's PSUs is measured using a Monte Carlo simulation model. The inputs to the Monte Carlo simulation model included:

- The share price at the date of grant;
- Expected volatility;
- Expected dividends;
- Risk free rate of interest; and
- Patterns of exercise of the plan participants.

The fair value of the Company's Options are calculated using the Black-Scholes model as of the grant date. The inputs to the Black-Scholes model included:

- The share price at the date of grant;
- Exercise price;
- Expected volatility; and
- Risk-free rate of interest.

The grant date fair value of share-based awards, adjusted for market-based performance conditions, are expensed uniformly over the vesting period.

New Standards and Interpretations

Certain new accounting standards and interpretations have been published that are not mandatory for December 31, 2022 reporting periods and have not been early adopted by the Company. None of these new standards or interpretations are expected to have a material impact on the consolidated financial statements of the Company.

NOTE 4 — SIGNIFICANT ACCOUNTING JUDGMENTS AND ESTIMATES

In application of the Company's accounting policies, described in Note 3, the Directors have made the following judgments and estimates which may have a significant effect on the amounts recognized in the Consolidated Financial Statements.

Significant Judgments

Business Combinations and Asset Acquisitions

The Company follows the guidance in IFRS 3, Business Combinations ("IFRS 3") for determining the appropriate accounting treatment for acquisitions. IFRS 3 permits an initial fair value assessment to determine if substantially all of the fair value of the assets acquired is concentrated in a single asset or group of similar assets, the "concentration test". If the initial screening test is not met, the asset is considered a business based on whether there are inputs and substantive processes in place. Based on the results of this analysis and conclusion on an acquisition's classification of a business combination or an asset acquisition, the accounting treatment is derived.

If the acquisition is deemed to be a business, the acquisition method of accounting is applied. Identifiable assets acquired and liabilities assumed at the acquisition date are recorded at fair value. When the fair value exceeds the consideration transferred, a bargain purchase gain is recognized. Conversely, when the consideration transferred exceeds the fair value, goodwill is recorded. If the transaction is deemed to be an asset purchase, the cost accumulation and allocation model is used whereby the assets and liabilities are recorded based on the purchase price and allocated to the individual assets and liabilities based on relative fair values. As a result, gain on bargain purchases are not recognized on asset acquisitions. Additionally, in instances when the acquisition of a group of assets contains contingent consideration, the Company records changes in the fair value of the contingent consideration through the basis of the asset acquired rather

than through the Consolidated Statement of Comprehensive Income. More information regarding conclusions reached with respect to this judgment is included in Note 5.

The determination and allocation of fair values to the identifiable assets acquired and liabilities assumed are based on various market participant assumptions and valuation methodologies requiring considerable judgment by management. The most significant variables in these valuations are discount rates and other assumptions and estimates used to determine the cash inflows and outflows. Management determines discount rates based on the risk inherent in the acquired assets, specific risks, industry beta and capital structure of guideline companies. The valuation of an acquired business is based on available information at the acquisition date and assumptions that are believed to be reasonable. However, a change in facts and circumstances as of the acquisition date can result in subsequent adjustments during the measurement period, but no later than one year from the acquisition date.

Significant Estimates

Estimating the Fair Value of Natural Gas and Oil Properties

The Company determines the fair value of its natural gas and oil properties acquired in business combinations using the income approach based on expected discounted future cash flows from estimated reserve quantities, costs to produce and develop reserves, and natural gas and oil forward prices. The future net cash flows are discounted using a weighted average cost of capital as well as any additional risk factors. Proved reserves are estimated by reference to available geological and engineering data and only include volumes for which access to market is assured with reasonable certainty. Estimates of proved reserves are inherently imprecise, require the application of judgment and are subject to regular revision, either upward or downward, based on new information such as from the drilling of additional wells, observation of long-term reservoir performance under producing conditions and changes in economic factors, including product prices, contract terms or development plans. Sensitivity analysis on the significant inputs to the fair value is included in Note 5.

Impairment of Natural Gas and Oil Properties

In preparing the Consolidated Financial Statements the Directors considered that a key judgment was whether there was any evidence that the natural gas and oil properties were impaired. When making this assessment, producing assets are reviewed for indicators of impairment at the balance sheet date. Indicators of impairment for the Company's producing assets can include significant or prolonged:

- Decreases in commodity pricing or other negative changes in market conditions;
- Downward revisions of reserve estimates; or
- Increases in operating costs.

The Company reviews the carrying value of its natural gas and oil properties annually or when an indicator of impairment is identified. The impairment test compares the carrying value of natural gas and oil properties to their recoverable amount based on the present value of estimated future net cash flows from the proved natural gas and oil reserves. The future cash flows are calculated using estimated reserve quantities, costs to produce and develop reserves, and natural gas and oil forward prices. The fair value of proved reserves is estimated by reference to available geological and engineering data and only include volumes for which access to market is assured with reasonable certainty. When the carrying value is in excess of the fair value, the Company recognizes an impairment by writing down the value of its natural gas and oil properties to their fair value. No such impairments were recorded during the years ended December 31, 2022, 2021 and 2020.

Where there has been a charge for impairment in an earlier period, that charge will be reversed in a later period when there has been a change in circumstances to the extent that the recoverable amount is higher than the net book value at the time. In reversing impairment losses, the carrying amount of the asset will be increased to the lower of its original carrying value or the carrying value that would have been determined (net of depletion) had no impairment loss been recognized in prior years. No such recoveries were recorded during the years ended December 31, 2022, 2021 and 2020. Please refer to Note 10 for additional information.

When applicable, the Company recognizes impairment losses in the Consolidated Statement of Comprehensive Income in those expense categories consistent with the function of the impaired asset.

Reserve Volume Estimates

Proved reserves are the estimated volumes of natural gas, oil and NGLs that can be economically produced with reasonable certainty from known reservoirs under existing economic conditions and operating methods.

In estimating proved natural gas and oil reserves, we rely on interpretations and judgment of available geological, geophysical, engineering and production data as well as the use of certain economic assumptions such as commodity pricing. Additional assumptions include operating expenses, capital expenditures and taxes. Many of the factors, assumptions and variables involved in estimating proved reserves are subject to change over time and therefore affect the estimates of natural gas, oil and NGL reserve volumes.

Taxation

The Company makes certain estimates in calculating deferred tax assets and liabilities, as well as income tax expense. These estimates often involve judgment regarding differences in the timing and recognition of revenue and expense for tax and financial reporting purposes as well as the tax basis of our assets and liabilities at the balance sheet date before tax returns are completed. Additionally, the Company must assess the likelihood that it will be able to recover or utilize its deferred tax assets and record a valuation allowance against deferred tax assets when all or a portion of that asset is not expected to be realized. In evaluating whether a valuation allowance should be applied, the Company considers evidence such as future taxable income, among other factors, both positive and negative. This determination involves numerous judgments and assumptions and includes estimating factors such as commodity prices, production and other operating conditions. If any of those factors, assumptions or judgments change, the deferred tax asset could change and, in particular, decrease in a period where the Company determines it is more likely than not that the asset will not be realized. Alternatively, a valuation allowance may be reversed where it is determined it is more likely than not that the asset will be realized.

Asset Retirement Obligation Costs

The ultimate asset retirement obligation costs are uncertain and cost estimates can vary in response to many factors including changes to relevant legal requirements, the emergence of new restoration techniques or experience at other production sites. The expected timing and amount of expenditures can also change, for example, in response to changes in reserves or changes in laws and regulations or their interpretation. As a result, significant estimates and assumptions are made in determining the provision for asset retirement. These assumptions include the cost to retire the wells, the economic life of the wells and the discount rate. Changes in assumptions related to the Company's asset retirement obligations could result in a material change in the carrying value within the next financial year. See Note 19 for more information and sensitivity analysis.

NOTE 5 — ACQUISITIONS AND DIVESTITURES

The assets acquired in all acquisitions include the necessary permits, rights to production, royalties, assignments, contracts and agreements that support the production from wells and operation of pipelines. The Company determines the accounting treatment of acquisitions using IFRS 3.

As part of the Company's corporate strategy it actively seeks to acquire assets when they meet the Company's acquisition criteria of being long life, low-decline assets that strategically complement the Company's existing portfolio.

2022 Acquisitions

ConocoPhillips Asset Acquisition

On September 27, 2022 the Company acquired certain upstream assets and related facilities within the Central Region from ConocoPhillips. Given the concentration of assets, this transaction was considered an

asset acquisition rather than a business combination. When making this determination management performed an asset concentration test considering the fair value of the acquired assets. The Company paid purchase consideration of $209,766, including customary purchase price adjustments. Transaction costs associated with the acquisition were negligible. The Company funded the purchase with available cash on hand and a draw on the Credit Facility. In the period from its acquisition to December 31, 2022 the ConocoPhillips assets increased the Company's revenue by $25,217.

The provisional assets and liabilities assumed were as follows:

Consideration paid	
Cash consideration	$209,766
Total consideration	**$209,766**
Net assets acquired	
Natural gas and oil properties	$210,227
Asset retirement obligations, asset portion	17,380
Property, plant and equipment	302
Other current assets	98
Asset retirement obligations, liability portion	(17,380)
Other current liabilities	(861)
Net assets acquired	**$209,766**

East Texas Asset Acquisition

On April 25, 2022, the Company acquired a proportionate 52.5% working interest in certain upstream assets and related facilities within the Central Region from a private seller in conjunction with Oaktree, via the previously disclosed participation agreement between the two parties. Given the concentration of assets, this transaction was considered an asset acquisition rather than a business combination. When making this determination management performed an asset concentration test considering the fair value of the acquired assets. The Company paid purchase consideration of $47,468, including customary purchase price adjustments. Transaction costs associated with the acquisition were $1,550. The Company funded the purchase with available cash on hand and a draw on the Credit Facility. In the period from its acquisition to December 31, 2022 the East Texas assets increased the Company's revenue by $34,833.

The provisional assets and liabilities assumed were as follows:

Consideration paid	
Cash consideration	$47,468
Total consideration	**$47,468**
Net assets acquired	
Natural gas and oil properties	$50,590
Asset retirement obligations, asset portion	7,015
Property, plant and equipment	1,049
Trade receivables, net	23
Asset retirement obligations, liability portion	(7,015)
Other non-current liabilities	(1,667)
Other current liabilities	(2,527)
Net assets acquired	**$47,468**

Other Acquisitions

During the period ended December 31, 2022 the Company acquired three asset retirement companies for an aggregate consideration of $13,949, inclusive of customary purchase price adjustments. The Company

will also pay an additional $3,150 in deferred consideration through November 2024. When evaluating these transactions, the Company determined they did not have significant asset concentrations and as a result it had acquired identifiable sets of inputs, processes and outputs and concluded the transactions were business combinations. This expansion in the Company's internal asset retirement operations brings the total plugging rigs owned and operated by the Company to 15 as of December 31, 2022.

On April 1, 2022 the Company acquired certain midstream assets, inclusive of a processing facility, in the Central Region that are contiguous to its existing East Texas assets. The Company paid purchase consideration of $10,139, inclusive of customary purchase price adjustments and transaction costs. When evaluating the transaction, the Company determined it did not have significant asset concentration and as a result it had acquired an identifiable set of inputs, processes and outputs and concluded the transaction was a business combination. The provisional fair value of the net assets acquired was $10,742 generating a bargain purchase gain of $603.

On November 21, 2022 the Company acquired certain midstream assets in the Central Region that are contiguous to its existing East Texas assets. The Company paid purchase consideration of $7,438, inclusive of customary purchase price adjustments and transaction costs. Given the concentration of assets, this transaction was considered an asset acquisition rather than a business combination.

Transaction costs associated with the other acquisitions noted above were insignificant and the Company funded the aggregate cash consideration with existing cash on hand.

2021 Acquisitions

Tapstone Energy Holdings LLC ("Tapstone") Business Combination

On December 7, 2021, the Company acquired a proportionate 51.25% working interest in certain upstream assets, field infrastructure, equipment, and facilities within the Central Region from Tapstone in conjunction with Oaktree, via the previously disclosed participation agreement between the two parties. The acquisition also included five wells which remained under development as of December 31, 2021 and have now been completed by the Company. The Company will serve as the sole operator of the assets. When evaluating the transaction, the Company determined it did not have significant asset concentration and as a result it had acquired an identifiable set of inputs, processes and outputs and concluded the transaction was a business combination. The Company paid purchase consideration of $177,496, inclusive customary purchase price adjustments. During 2022, the Company recorded $3,853 in measurement period adjustments as purchase accounting was finalized. These adjustments were recorded as an increase in the bargain purchase gain associated with the transaction. Transaction costs associated with the acquisition were $4,039 and were expensed. The Company funded the purchase with proceeds from the Credit Facility.

In connection with the acquisition the Company also acquired the beneficial ownership in the Chesapeake Granite Wash Trust ("the GWT"). The Company consolidates the GWT as it has determined that it controls the GWT because it (1) possesses power over the GWT, (2) has exposure to variable returns from its involvement with the GWT, and (3) has the ability to use its power over the GWT to affect its returns. The elements of control are achieved through the Company operating a majority of the natural gas and oil properties that are subject to the conveyed royalty interests, marketing of the associated production, and through its ownership of 50.8% of the outstanding common units of the GWT. The common units of the GWT owned by third parties have been reflected as a non-controlling interest in the consolidated financial statements. Common units outstanding as of December 7, 2021 were 46,750,000 with the Company's beneficial interests in the GWT representing 50.8%. The GWT is publicly traded and the GWT's market capitalization was utilized when determining the value of the non-controlling interests.

The GWT's non-controlling interest is heavily concentrated in the acquired Tapstone natural gas and oil properties and as a result the Company consolidated $16,087 into its natural gas and oil properties associated with this non-controlling interest as of December 31, 2022. The remaining amounts in the Company's Consolidated Statement of Financial Position associated with non-controlling interest are immaterial and working capital in nature.

Tanos Energy Holdings III, LLC ("Tanos") Business Combination

On August 18, 2021, the Company acquired a 51.25% working interest in certain upstream assets, field infrastructure, equipment and facilities within the Central Region from Tanos, in conjunction with Oaktree, via the previously disclosed participation agreement between the two parties. The Company will serve as the sole operator of the assets. When evaluating the transaction, the Company determined it did not have significant asset concentration and as a result it had acquired an identifiable set of inputs, processes and outputs and concluded the transaction was a business combination. The Company paid purchase consideration of $116,061, including customary purchase price adjustments. Transaction costs associated with the acquisition were $2,384 and were expensed. DEC funded the purchase with proceeds from a drawdown on the Credit Facility. During 2022 purchase accounting was finalized and no measurement period adjustments were recorded.

As part of the acquisition, the Company obtained the option to novate or extinguish the Tanos hedge book. In conjunction with the closing settlement, the Company elected to extinguish their share of the Tanos hedge book. The cost to terminate was $52,666. This payment relieved the termination liability established on the Company's Consolidated Statement of Financial Position in purchase accounting and has been presented as an investing activity on the Consolidated Statement of Cash Flows given its connection to the Tanos acquisition. New contracts were subsequently entered into for more favorable pricing in order to secure the cash flows associated with these producing assets.

Blackbeard Operating LLC ("Blackbeard") Asset Acquisition

On July 5, 2021, the Company acquired certain upstream assets and related gathering infrastructure in the Central Region from Blackbeard. Given the concentration of assets this transaction was considered an asset acquisition rather than a business combination. When making this determination management performed an asset concentration test considering the fair value of the acquired assets. The Company paid purchase consideration of $170,523, including customary purchase price adjustments and transaction costs. Transaction costs associated with the acquisition were $3,644 and were capitalized to natural gas and oil properties. The Company funded the purchase with proceeds from the May 2021 equity placement and a draw on the Credit Facility, discussed in Notes 16 and 21, respectively. During 2022 purchase accounting was finalized and no measurement period adjustments were recorded.

Indigo Asset Acquisition

On May 19, 2021, the Company acquired certain upstream assets and related gathering infrastructure in the Central Region from Indigo. Given the concentration of assets this transaction was considered an acquisition of assets rather than a business combination. When making this determination management performed an asset concentration test considering the fair value of the acquired assets. The Company paid purchase consideration of $117,352, including customary purchase price adjustments and transaction costs. Transaction costs associated with the acquisition were $473 and were capitalized to natural gas and oil properties. The Company funded the purchase with proceeds from the May 2021 equity placement and a draw on the Credit Facility, discussed in Notes 16 and 21, respectively. During 2022 purchase accounting was finalized and no measurement period adjustments were recorded.

2021 Divestitures

Indigo Minerals LLC ("Indigo") Divestiture

On July 9, 2021, the Company divested to Oaktree a non-operating 48.75% proportionate working interest in the Indigo assets that were previously acquired (as disclosed above) by the Company on May 19, 2021. The initial consideration received was $52,314, or 50% of the Company's net purchase price on the Indigo assets which is consistent with the terms of the previously disclosed participation agreement between the Company and Oaktree. The Company will continue to serve as the sole operator of the assets. The Company used the proceeds to reduce outstanding balances on the Credit Facility.

In connection with the divestiture, the Company entered into a swap contract with Oaktree where the Company receives a market price and pays a fixed weighted average swap price of $2.86 per Mcfe. When

considering the fair value of the swap arrangement as well as the value of the upfront promote received from Oaktree at the date of close the Company realized a loss of $1,461 on the divestiture.

Other Divestitures

On December 23, 2021, the Company divested certain predominantly undeveloped Haynesville Shale acreage in Texas, acquired as part of the Tanos acquisition. The total consideration received was $66,168 with DEC's 51.25% interest through joint ownership with Oaktree generating net proceeds of $33,911 to DEC inclusive of customary purchase price adjustments.

Pro Forma Information (Unaudited)

The following table summarizes the unaudited pro forma condensed financial information of the Company as if the EQT and Carbon acquisitions each had occurred on January 1, 2020, the Indigo, Blackbeard, Tanos and Tapstone acquisitions each had occurred on January 1, 2021, and the East Texas Assets and ConocoPhillips acquisition each had occurred on January 1, 2022.

	Year Ended		
	December 31, 2022	December 31, 2021	December 31, 2020
Revenues	$2,010,927	$1,249,983	$440,142
Net income (loss)	$ (594,097)	$ (279,121)	$ (21,373)

The unaudited pro forma information is not necessarily indicative of the operating results that would have occurred had the EQT and Carbon acquisitions each been completed at January 1, 2020, the Indigo, Blackbeard, Tanos and Tapstone acquisitions each been completed at January 1, 2021, and the East Texas Assets and ConocoPhillips acquisitions each been completed at January 1, 2022, nor is it necessarily indicative of future operating results of the combined entities. The unaudited pro forma information gives effect to the acquisitions and any related equity and debt issuances, along with the use of proceeds therefrom, as if they had occurred on the respective dates discussed above and is a result of combining the statements of operations of the Company with the pre-acquisition results of EQT, Carbon, Indigo, Blackbeard, Tanos, Tapstone, East Texas Assets and ConocoPhillips, including adjustment for revenues and direct expenses. The pro forma results exclude any cost savings anticipated as a result of the acquisitions, and include adjustments to depreciation, depletion and amortization based on the purchase price allocated to property, plant and equipment and the estimated useful lives as well as adjustments to interest expense.

Subsequent Events

On February 8, 2023 the Company announced it entered a conditional agreement to acquire certain upstream assets and related infrastructure in the Central Region from Tanos Energy Holdings II LLC ("Tanos II"). The transaction subsequently closed on March 1, 2023 for a total purchase consideration of $250,000 before customary purchase price adjustments. The transaction was funded with proceeds from the February 2023 equity raise, cash on hand and existing availability on the Credit Facility for which the borrowing base was upsized concurrent to the closing of the Tanos II transaction. Refer to Notes 16 and 21 for additional information regarding the Company's share capital and borrowings.

NOTE 6 — REVENUE

The Company extracts and sells natural gas, NGLs and oil to various customers in addition to operating a majority of these natural gas and oil wells for customers and other working interest owners. In addition, the Company provides gathering and transportation services as well as asset retirement and other services to third parties. All revenue was generated in the U.S.

The following table reconciles the Company's revenue for the periods presented:

	Year Ended		
	December 31, 2022	December 31, 2021	December 31, 2020
Natural gas	$1,544,658	$ 818,726	$343,425
NGLs	188,733	115,747	23,173
Oil	139,620	38,634	15,064
Total commodity revenue	**$1,873,011**	**$ 973,107**	**$381,662**
Midstream	32,798	31,988	25,389
Other[a]	13,540	2,466	1,642
Total revenue	**$1,919,349**	**$1,007,561**	**$408,693**

(a) Includes asset retirement and other revenue. Refer to Note 3 for additional information.

A significant portion of the Company's trade receivables represent receivables related to either sales of natural gas, NGLs and oil or operational services, all of which are uncollateralized, and are collected within 30 – 60 days.

During the year ended December 31, 2022, no customers individually comprised more than 10% of total revenues. During the year ended December 31, 2021, two customers individually comprised more than 10% of total revenues, representing 22% of consolidated revenues. During the year ended December 31, 2020, two customers individually comprised more than 10% of total revenues, representing 22% of consolidated revenues.

NOTE 7 — EXPENSES BY NATURE

The following table provides a detail of the Company's expenses for the periods presented:

	Year Ended		
	December 31, 2022	December 31, 2021	December 31, 2020
LOE[a]	$182,817	$119,594	$ 92,288
Production taxes[b]	73,849	30,518	13,705
Midstream operating expense[c]	71,154	60,481	52,815
Transportation expense[d]	118,073	80,620	45,155
Total operating expense	**$445,893**	**$291,213**	**$203,963**
Depreciation and amortization	51,877	44,841	33,673
Depletion	170,380	122,803	83,617
Total depreciation, depletion and amortization	**$222,257**	**$167,644**	**$117,290**
Employees, administrative costs and professional services[e]	77,172	56,812	47,181
Costs associated with acquisitions[f]	15,545	27,743	10,465
Other adjusting costs[g]	69,967	10,371	14,581
Non-cash equity compensation[h]	8,051	7,400	5,007
Total G&A	**$170,735**	**$102,326**	**$ 77,234**
Non-recurring allowance for credit losses	—	—	6,931
Recurring allowance for credit losses[i]	—	(4,265)	1,559
Total expense	**$838,885**	**$556,918**	**$406,977**
Aggregate remuneration (including Directors):			
Wages and salaries	$113,267	$ 83,790	$ 75,719
Payroll taxes	9,516	7,137	5,383
Benefits	23,828	19,083	14,926
Total employees and benefits expense	**$146,611**	**$110,010**	**$ 96,028**

(a) LOE includes costs incurred to maintain producing properties. Such costs include direct and contract labor, repairs and maintenance, water hauling, compression, automobile, insurance, and materials and supplies expenses.

(b) Production taxes include severance and property taxes. Severance taxes are generally paid on produced natural gas, NGLs and oil production at fixed rates established by federal, state or local taxing authorities. Property taxes are generally based on the taxing jurisdictions' valuation of the Company's natural gas and oil properties and midstream assets.

(c) Midstream operating expenses are daily costs incurred to operate the Company's owned midstream assets inclusive of employee and benefit expenses.

(d) Transportation expenses are daily costs incurred from third-party systems to gather, process and transport the Company's natural gas, NGLs and oil.

(e) Employees, administrative costs and professional services includes payroll and benefits for our administrative and corporate staff, costs of maintaining administrative and corporate offices, costs of managing our production operations, franchise taxes, public company costs, fees for audit and other professional services and legal compliance.

(f) The Company generally incurs costs related to the integration of acquisitions, which will vary for each acquisition. For acquisitions considered to be a business combination, these costs include transaction costs directly associated with a successful acquisition transaction. These costs also include costs associated with transition service arrangements where the Company pays the seller of the acquired entity a fee to handle various G&A functions until the Company has fully integrated the assets onto its systems. In addition, these costs include costs related to integrating IT systems and consulting as well as internal workforce costs directly related to integrating acquisitions into the Company's system.

(g) Other adjusting costs for the year ended December 31, 2022 primarily consisted of $28,345 in contract terminations which will allow the Company to obtain more favorable pricing in the future and $31,099 in costs associated with deal breakage and/or sourcing costs for acquisitions. For the year ended December 31, 2021, other adjusting costs were primarily associated with one-time projects and contemplated transactions. Also included are expenses associated with an unused firm transportation agreement acquired as part of the Carbon Acquisition. For the year ended December 31, 2020, other adjusting costs are associated with legal and professional fees related to the up-list to the Premium Segment of the Main Market of the LSE.

(h) Non-cash equity compensation reflects the expense recognition related to share-based compensation provided to certain key members of the management team. Refer to Note 17 for additional information regarding non-cash share-based compensation.

(i) Allowance for credit losses consists of the recognition and reversal of credit losses. Refer to Note 14 for additional information regarding credit losses.

The number of employees was as follows for the years presented:

	Year Ended		
	December 31, 2022	December 31, 2021	December 31, 2020
Number of production support employees, including Directors	362	283	183
Number of production employees	1,220	1,143	924
Workforce	**1,582**	**1,426**	**1,107**

The Directors consider that the Company's key management personnel comprise the Directors. The Directors' remuneration was as follows for the periods presented:

	Year Ended		
	December 31, 2022	December 31, 2021	December 31, 2020
Executive Directors			
Salary	$1,157	$1,119	$1,090
Taxable benefits[(a)]	24	22	16
Benefit plan[(b)]	73	71	71
Bonus[(c)]	1,631	1,427	1,537
Long-term incentives[(c)]	3,193	3,018	938
Total Executive Directors' remuneration	**$6,078**	**$5,657**	**$3,652**
Non-Executive Directors			
Fees	$ 911	$ 683	$ 763
Total Non-Executive Directors' remuneration	**$ 911**	**$ 683**	**$ 763**
Total remuneration	**$6,989**	**$6,340**	**$4,415**

(a) Taxable benefits were comprised of Company paid life insurance premiums and automobile reimbursements.

(b) Reflects matching contributions under the Company's 401(k) plan.

(c) Further details of the bonus outcome for 2022 and long-term incentives can be found in the Company's 2022 Annual Report.

Auditors' remuneration for the Company was as follows for the periods presented:

	Year Ended		
	December 31, 2022	December 31, 2021	December 31, 2020
Auditors' remuneration (PwC)			
Fees payable to the Company's external auditors and their associates for the audit of the consolidated financial statements	$1,790	$1,694	$1,196
Audit-related assurance services[(a)]	774	1,628	1,146
Other assurance services	—	—	87
Total auditors' remuneration (PwC)	**$2,564**	**$3,322**	**$2,429**

(a) Fees incurred associated with the Company's capital market activity which is outside the scope of the audit of the consolidated financial statements.

NOTE 8 — TAXATION

The Company files a consolidated U.S. federal tax return, multiple state tax returns, and a separate UK tax return for the Parent entity. The consolidated taxable income includes an allocable portion of income from the Company's co-investments with Oaktree and its investment in the Chesapeake Granite Wash Trust. Income taxes are provided for the tax effects of transactions reported in the Consolidated Financial Statements and consist of taxes currently due plus deferred taxes related to differences between the basis of assets and liabilities for financial and income tax reporting.

For the taxable years ended December 31, 2022, 2021 and 2020, the Company had a tax benefit of $178,904, $225,694 and $113,266, respectively. The effective tax rate used for the year ended December 31, 2022 was 22.4%, compared to 41.0% for the year ended December 31, 2021 and 82.8% for the year ended

December 31, 2020. The December 31, 2022 effective tax rate was primarily impacted by changes in state taxes as a result of acquisitions. The December 31, 2021 and 2020 effective tax rate was primarily impacted by the Company's recognition of the U.S. marginal well tax credit available to qualified producers in 2021 and 2020, who operate lower-volume wells during a low commodity pricing environment. The federal government provides these credits to encourage companies to continue operating lower-volume wells during periods of low prices to maintain the underlying jobs they create and the state and local tax revenues they generate for communities to support schools, social programs, law enforcement and other similar public services. The U.S. marginal well tax credit is prescribed by Internal Revenue Code Section 45I and is available for certain natural gas production from qualifying wells. In May 2022, the U.S. Internal Revenue Service released Notice 2022-18 which quantified the amount of credit per Mcf of qualified natural gas production for tax years beginning in 2021 and also detailed the calculation methodology for future years. The federal tax credit is intended to provide a benefit for wells producing less than 90 Mcfe per day when market prices for natural gas are relatively low. The Company benefits from this credit given its portfolio of long-life, low-decline conventional wells. The tax credit was not available for tax year 2022 due to improved commodity prices.

The provision for income taxes in the Consolidated Statement of Comprehensive Income is summarized below:

	Year Ended		
	December 31, 2022	December 31, 2021	December 31, 2020
Current income tax expense			
Federal	$ (513)	$ 25,738	$ 233
State	2,841	11,958	4,923
Foreign – UK	107	(52)	616
Total current income tax expense	**$ 2,435**	**$ 37,644**	**$ 5,772**
Deferred income tax (benefit) expense			
Federal	$(169,531)	$(233,679)	$(108,627)
State	(11,863)	(29,597)	(10,411)
Foreign – UK	55	(62)	—
Total deferred income tax (benefit) expense	**$(181,339)**	**$(263,338)**	**$(119,038)**
Total income tax (benefit) expense	**$(178,904)**	**$(225,694)**	**$(113,266)**

The effective tax rates and differences between the statutory U.S. federal income tax rate and the effective tax rates are summarized as follows:

	Year Ended		
	December 31, 2022	December 31, 2021	December 31, 2020
Income (loss) before taxation	**$(799,502)**	**$(550,900)**	**$(136,740)**
Income tax benefit (expense)	178,904	225,694	113,266
Effective tax rate	**22.4%**	**41.0%**	**82.8%**

	Year Ended		
	December 31, 2022	December 31, 2021	December 31, 2020
Expected tax at statutory U.S. federal income tax rate	21.0%	21.0%	21.0%
State income taxes, net of federal tax benefit	1.2%	4.4%	5.4%
Federal credits	—%	15.4%	58.8%
Other, net	0.2%	0.2%	(2.4)%
Effective tax rate	**22.4%**	**41.0%**	**82.8%**

The Company had a net deferred tax asset of $358,666 at December 31, 2022 compared to a net deferred tax asset of $176,955 at December 31, 2021. The change was primarily due to an improved commodity price environment generating unrealized losses for unsettled derivatives not recognized for tax purposes. The presentation in the balance sheet takes into consideration the offsetting of deferred tax assets and deferred tax liabilities within the same tax jurisdiction, where permitted. The overall deferred tax position in a particular tax jurisdiction determines if a deferred tax balance related to that jurisdiction is presented within deferred tax assets or deferred tax liabilities.

The following table presents the components of the net deferred income tax asset included in non-current assets and net deferred income tax liability included in non-current liabilities as of the periods presented:

	December 31, 2022	December 31, 2021
Deferred tax asset		
Asset retirement obligations	$ 92,393	$ 114,182
Derivative financial instruments	378,918	202,802
Allowance for doubtful accounts	2,378	1,735
Net operating loss carryover	3,865	562
Federal tax credits carryover	184,975	183,460
Other	34,507	13,306
Total deferred tax asset	**$ 697,036**	**$ 516,047**
Deferred tax liability		
Amortization and depreciation	$(255,440)	$(266,988)
Investment in partnerships	(82,930)	(72,104)
Total deferred tax liability	**$(338,370)**	**$(339,092)**
Net deferred tax asset (liability)	**$ 358,666**	**$ 176,955**
Balance sheet presentation		
Deferred tax asset	$ 371,156	$ 176,955
Deferred tax liability	(12,490)	—
Net deferred tax asset (liability)	**$ 358,666**	**$ 176,955**

In assessing the realizability of deferred tax assets, the Company considers whether it is probable that some or all the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible or before credits expire. The Company considers the scheduled reversal of deferred tax liabilities, projected future taxable income and tax planning strategies in making this assessment. The Company has determined, at this time, it will have sufficient future taxable income to recognize its deferred tax assets.

The Company reported the effects of deferred tax expense as of and for the year ended December 31, 2022:

	Opening Balance	Consolidated Statement of Comprehensive Income	Other[a]	Closing Balance
Asset retirement obligations	$ 114,182	$ (21,789)	$ —	$ 92,393
Allowance for doubtful accounts	1,734	644	—	2,378
Net operating loss carryover	562	3,360	(57)	3,865
Federal tax credits carryover	183,460	1,515	—	184,975
Property, plant, and equipment and natural gas and oil properties	(266,987)	11,360	187	(255,440)
Derivative financial instruments	202,802	176,116	—	378,918
Investment in partnerships	(72,105)	(11,068)	243	(82,930)
Other	13,306	21,201	—	34,507
Total deferred tax asset (liability)	**$ 176,954**	**$181,339**	**$373**	**$ 358,666**

(a) Amounts primarily relate to deferred taxes acquired as part of acquisition purchase accounting.

The Company reported the effects of deferred tax expense as of and for the year ended December 31, 2021:

	Opening Balance	Consolidated Statement of Comprehensive Income	Other[a]	Closing Balance
Asset retirement obligations	$ 90,949	$ 19,052	$ 4,181	$ 114,182
Allowance for doubtful accounts	2,968	(1,320)	86	1,734
Net operating loss carryover	474	(1,655)	1,743	562
State net operating loss	—	—	—	—
Federal tax credits carryover	99,117	84,343	—	183,460
Property, plant, and equipment and natural gas and oil properties	(244,874)	65,910	(88,023)	(266,987)
Derivative financial instruments	46,237	156,565	—	202,802
Investment in partnerships	—	(67,379)	(4,726)	(72,105)
Other	4,160	7,822	1,324	13,306
Total deferred tax asset (liability)	**$ (969)**	**$263,338**	**$(85,415)**	**$ 176,954**

(a) Amounts primarily relate to deferred taxes acquired as part of acquisition purchase accounting.

The Company's material deferred tax assets and liabilities all arise in the U.S.

For U.S. federal tax purposes, the Company is taxed as one consolidated entity. The Company's co-investments with Oaktree and its investment in the Chesapeake Granite Wash Trust are taxed as partnerships that pass through to the Company's consolidated return. The Company is subject to additional taxes in its domiciled jurisdiction of the UK. For the years ended December 31, 2022, 2021 and 2020, the Company incurred an expense of $107, a benefit of $52, and an expense of $616 in the UK, respectively.

The Company had no uncertain tax position liability at December 31, 2022 or December 31, 2021.

As of December 31, 2022, the Company had U.S. federal net operating loss carryforwards ("NOLs") of approximately $16,837, which $1,629 are subject to limitation. Additionally, the Company had U.S. state NOLs of approximately $7,499, which expire in the years 2034 through 2037.

The Company had U.S. marginal well tax credit carryforwards of approximately $184,975 as of December 31, 2022 compared to $183,460 as of December 31, 2021. As discussed earlier, the federal tax credit is intended to provide a benefit for wells producing less than 90 Mcfe per day when market prices for natural gas are relatively low. Due to the improved commodity price environment in 2022, the Company did not generate federal tax credits for the year ended December 31, 2022. The tax credits expire in the years 2037 through 2041.

The Company had U.S. federal capital loss carryforwards of $21,401 as of December 31, 2022 compared to $9,904 as of December 31, 2021. For the year ended December 31, 2022, no capital loss carryforwards expired, and the remaining amounts expire in 2023 through 2027. The Company does not expect to utilize the $8,047 carryforwards that expire in 2023, and therefore, a deferred tax asset for these carryforwards has not been recorded.

The Company completed a Section 382 study through December 31, 2022 in accordance with the Internal Revenue Code of 1986, as amended. If the Company experiences an ownership change, tax credit carryforwards can be utilized but are limited each year and could expire before they are fully utilized. The study concluded that the Company has not experienced an ownership change as defined by Section 382 since the last ownership change that occurred on January 31, 2018. The Directors expect its tax credit carryforwards, limited by the January 31, 2018 ownership change, to be fully available for utilization by 2024.

NOTE 9 — EARNINGS (LOSS) PER SHARE

The calculation of basic earnings (loss) per share is based on Net income (loss) and on the weighted average number of shares outstanding during the period. The calculation of diluted earnings per share is based on Net income (loss) and the weighted average number of shares outstanding plus the weighted average number of shares that would be issued if dilutive options and warrants were converted into shares on the last day of the reporting period. The weighted average number of shares outstanding for the computation of both basic and diluted earnings (loss) per share excludes shares held as treasury shares in the Employee Benefit Trust ("EBT"), which for accounting purposes are treated in the same manner as shares held in the treasury reserve. Refer to Note 16 for additional information regarding the EBT. Basic and diluted earnings (loss) per share are calculated as follows for the periods presented:

		Year Ended		
	Calculation	December 31, 2022	December 31, 2021	December 31, 2020
Net income (loss) attributable to Diversified Energy Company PLC	A	**$(625,410)**	**$(325,509)**	**$ (23,474)**
Weighted average shares outstanding – basic and diluted	B	844,080	793,542	685,170
Earnings (loss) per share – basic and diluted	= A/B	**$ (0.74)**	**$ (0.41)**	**$ (0.03)**

Due to the Company's Net loss for the years ended December 31, 2022, 2021 and 2020, 15,334,465,6,492,835 and 3,178,182 potential shares were not included in the computation of diluted EPS because their effect would have been anti-dilutive.

NOTE 10 — NATURAL GAS AND OIL PROPERTIES

The following table summarizes the Company's natural gas and oil properties for the periods presented:

	Year Ended		
	December 31, 2022	December 31, 2021	December 31, 2020
Costs			
Beginning balance	$2,866,353	$1,968,557	$1,625,884
Additions[(a)]	219,490	1,012,691	346,385
Disposals[(b)]	(23,380)	(114,895)	(3,712)
Ending balance	**$3,062,463**	**$2,866,353**	**$1,968,557**
Depletion and impairment			
Beginning balance	$ (336,275)	$ (213,472)	$ (129,855)
Depletion expense	(170,380)	(122,803)	(83,617)
Impairment	—	—	—
Ending balance	**$ (506,655)**	**$ (336,275)**	**$ (213,472)**
Net book value	**$2,555,808**	**$2,530,078**	**$1,755,085**

(a) For the year ended December 31, 2022, the Company added $285,212 related to acquisitions, offset by $98,802 resulting from normal revisions to the Company's asset retirement obligations. The remaining additions are primarily attributable to capital expenditures associated with the completion of five Tapstone wells that were under development as of December 31, 2021, and seven additional wells the Company participated with a non-operating interest in Appalachia. The remaining change is primarily attributable to recurring capital expenditures. For the year ended December 31, 2021, the Company added $907,383 related to acquisitions and $78,156 resulting from normal revisions to the Company's asset retirement obligations. The remaining change is primarily attributable to recurring capital expenditures and the revaluation of the EQT contingent consideration. For the year ended December 31, 2020, the Company added $228,223 related to acquisitions. The remaining change is primarily attributable to revisions in the Company's asset retirement obligations as a result of changes in the discount rate. Refer to Notes 5 and 19 for additional information regarding acquisitions and asset retirement obligations, respectively.

(b) Disposals for the year ended December 31, 2022 were associated with divestitures of natural gas and oil properties in the normal course of business, none of which were material. For the year ended December 31, 2021, the Company divested $113,752 in natural gas and oil properties related to the Indigo and Tanos undeveloped acreage transactions. For the year ended December 31, 2020 the Company divested 662 wells in McKean, Forest, and Warren Counties, Pennsylvania. Refer to Note 5 for additional information regarding divestitures.

Impairment Assessment for Natural Gas and Oil Properties

For the period ended December 31, 2022, the Directors assessed the indicators of impairment, noting volatile pricing in near-term and resilient commodity price on the forward curve after the near-term volatility subsides which supports a healthy outlook for the Company. This assessment also included a comparison of the carrying value of the Company's natural gas and oil properties to their fair values and an assessment of the projected impact of climate change on the Company. As a result of their assessments no impairment indicators were identified.

NOTE 11 — PROPERTY, PLANT AND EQUIPMENT

The following tables summarize the Company's property, plant and equipment for the periods presented:

	Year Ended December 31, 2022					
	Buildings and Leasehold Improvements	Equipment	Motor Vehicles	Midstream Assets	Other Property and Equipment	Total
Costs						
Beginning balance	$41,684	$ 9,492	$ 45,562	$398,663	$16,039	$ 511,440
Additions[a]	9,421	20,886	22,399	34,835	7,704	95,245
Disposals	(3,423)	(9)	(1,572)	(14)	—	(5,018)
Ending balance[b]	**$47,682**	**$30,369**	**$ 66,389**	**$433,484**	**$23,743**	**$ 601,667**
Accumulated depreciation						
Beginning balance	$ (2,078)	$ (4,089)	$(20,186)	$ (69,501)	$ (1,606)	$ (97,460)
Period changes	(1,819)	(3,547)	(10,270)	(26,330)	(947)	(42,913)
Disposals	290	9	1,262	5	—	1,566
Ending balance	**$ (3,607)**	**$ (7,627)**	**$(29,194)**	**$ (95,826)**	**$ (2,553)**	**$(138,807)**
Net book value	**$44,075**	**$22,742**	**$ 37,195**	**$337,658**	**$21,190**	**$ 462,860**

	Year Ended December 31, 2021					
	Buildings and Leasehold Improvements	Equipment	Motor Vehicles	Midstream Assets	Other Property and Equipment	Total
Costs						
Beginning balance	$28,190	$ 6,768	$ 35,129	$367,331	$ 5,600	$443,018
Additions[a]	13,494	2,737	12,700	31,485	10,439	70,855
Disposals	—	(13)	(2,267)	(153)	—	(2,433)
Ending balance[b]	**$41,684**	**$ 9,492**	**$ 45,562**	**$398,663**	**$16,039**	**$511,440**
Accumulated depreciation						
Beginning balance	$ (1,007)	$(2,860)	$(12,409)	$ (43,597)	$ (1,042)	$ (60,915)
Period changes	(1,071)	(1,231)	(9,259)	(25,928)	(564)	(38,053)
Disposals	—	2	1,482	24	—	1,508
Ending balance	**$ (2,078)**	**$(4,089)**	**$(20,186)**	**$ (69,501)**	**$ (1,606)**	**$ (97,460)**
Net book value	**$39,606**	**$ 5,403**	**$ 25,376**	**$329,162**	**$14,433**	**$413,980**

	Year Ended December 31, 2020					
	Buildings and Leasehold Improvements	Equipment	Motor Vehicles	Midstream Assets	Other Property and Equipment	Total
Costs						
Beginning balance	$22,654	$ 4,438	$ 19,099	$306,537	$ 2,205	$354,933
Additions[a][b]	5,536	2,415	19,127	60,794	3,395	91,267
Disposals[c]	—	(85)	(3,097)	—	—	(3,182)
Ending balance[d]	**$28,190**	**$ 6,768**	**$ 35,129**	**$367,331**	**$ 5,600**	**$443,018**
Accumulated depreciation						
Beginning balance	$ (559)	$(1,987)	$ (7,251)	$ (23,455)	$ (728)	$ (33,980)
Period changes	(448)	(876)	(5,770)	(20,142)	(314)	(27,550)
Disposals	—	3	612	—	—	615
Ending balance	**$ (1,007)**	**$(2,860)**	**$(12,409)**	**$ (43,597)**	**$(1,042)**	**$ (60,915)**
Net book value	**$27,183**	**$ 3,908**	**$ 22,720**	**$323,734**	**$ 4,558**	**$382,103**

(a) Of the $95,245 in 2022 additions, $26,815 was related to acquisitions and $11,295 was associated with right-of-use asset additions for new leases. The remaining capital expenditures are a result of our recurring capital needs and enhanced ESG efforts. Of the $70,855 in 2021 additions, $25,961 was related to acquisitions and $16,554 was associated with right-of-use asset additions for new and acquired leases. Of the $91,267 in 2020 additions, $46,713 and $10,956 were related to the acquisitions of Carbon and EQT, respectively, while $19,558 was associated with right-of-use asset additions for new and amended leases. Refer to Notes 5 and 20 for additional information regarding acquisitions and leases, respectively. Remaining additions are related to routine capital projects on the Company's compressor and gathering systems, vehicle and equipment additions.

(b) Buildings and Leasehold Improvements and Motor Vehicles are inclusive of right-of-use assets associated with the Company's leases. Refer to Note 20 for additional information regarding leases.

The Company continued to utilize certain fully depreciated assets during the years ended December 31, 2022, 2021 and 2020 with an original cost basis of $9,222, $5,597 and $3,313, respectively.

NOTE 12 — INTANGIBLE ASSETS

Intangible assets consisted of the following for the periods presented:

	Year Ended December 31, 2022		
	Software	Other Acquired Intangibles	Total
Costs			
Beginning balance	$ 28,095	$ 2,900	$ 30,995
Additions[a]	11,211	4,224	15,435
Disposals	—	—	—
Ending balance	**$ 39,306**	**$ 7,124**	**$ 46,430**
Accumulated amortization			
Beginning balance	$(15,192)	$(1,669)	$(16,861)
Period changes	(7,325)	(1,146)	(8,471)
Disposals	—	—	—
Ending balance	**$(22,517)**	**$(2,815)**	**$(25,332)**
Net book value	**$ 16,789**	**$ 4,309**	**$ 21,098**

	Year Ended December 31, 2021		
	Software	Other Acquired Intangibles	Total
Costs			
Beginning balance	$ 24,271	$ 2,900	$ 27,171
Additions[(a)]	3,824	—	3,824
Disposals	—	—	—
Ending balance	**$ 28,095**	**$ 2,900**	**$ 30,995**
Accumulated amortization			
Beginning balance	$ (7,246)	$ (712)	$ (7,958)
Period changes	(7,946)	(957)	(8,903)
Disposals	—	—	—
Ending balance	**$(15,192)**	**$(1,669)**	**$(16,861)**
Net book value	**$ 12,903**	**$ 1,231**	**$ 14,134**

	Year Ended December 31, 2020		
	Software	Other Acquired Intangibles	Total
Costs			
Beginning balance	$17,822	$ —	$17,822
Additions[(a)]	6,449	2,900	9,349
Disposals	—	—	—
Ending balance	**$24,271**	**$2,900**	**$27,171**
Accumulated amortization			
Beginning balance	$ (1,841)	$ —	$ (1,841)
Period changes	(5,405)	(712)	(6,117)
Disposals	—	—	—
Ending balance	**$ (7,246)**	**$ (712)**	**$ (7,958)**
Net book value	**$17,025**	**$2,188**	**$19,213**

(a) For the years ended December 31, 2022, 2021 and 2020 additions were related to software enhancements and other acquired intangibles.

NOTE 13 — DERIVATIVE FINANCIAL INSTRUMENTS

The Company is exposed to volatility in market prices and basis differentials for natural gas, NGLs and oil, which impacts the predictability of its cash flows related to the sale of those commodities. The Company can also have exposure to volatility in interest rate markets, depending on the makeup of its debt structure, which impacts the predictability of its cash flows related to interest payments on the Company's variable rate debt obligations. These risks are managed by the Company's use of certain derivative financial instruments. As of December 31, 2022, the Company's derivative financial instruments consisted of swaps, collars, basis swaps, stand-alone put and call options, and swaptions. A description of the Company's derivative financial instruments is provided below:

Swaps:	If the Company sells a swap, it receives a fixed price for the contract and pays a floating market price to the counterparty;
Collars:	Arrangements that contain a fixed floor price (purchased put option) and a fixed ceiling price (sold call option) based on an index price which, in aggregate, have no net costs. At the contract settlement date, (1) if the index price is higher than the ceiling price, the Company pays the counterparty the difference between the index price and ceiling price, (2) if the index price is between the floor and ceiling prices, no payments are due from either party, and (3) if the index price is below the floor price, the Company will receive the difference between the floor price and the index price. Certain collar arrangements may also include a sold put option with a strike price below the purchased put option. Referred to as a three-way collar, the structure works similar to the above description, except that when the index price settles below the sold put option, the Company pays the counterparty the difference between the index price and sold put option, effectively enhancing realized pricing by the difference between the price of the sold and purchased put option;
Basis swaps:	Arrangements that guarantee a price differential for commodities from a specified delivery point. If the Company sells a basis swap, it receives a payment from the counterparty if the price differential is greater than the stated terms of the contract and pays the counterparty if the price differential is less than the stated terms of the contract;
Put options:	The Company purchases and sells put options in exchange for a premium. If the Company purchases a put option, it receives from the counterparty the excess (if any) of the market price below the strike price of the put option at the time of settlement, but if the market price is above the put's strike price, no payment is due from either party. If the Company sells a put option, the Company pays the counterparty the excess (if any) of the market price below the strike price of the put option at the time of settlement, but if the market price is above the put's strike price, no payment is due from either party.
Call options:	The Company purchases and sells call options in exchange for a premium. If the Company purchases a call option, it receives from the counterparty the excess (if any) of the market price over the strike price of the call option at the time of settlement, but if the market price is below the call's strike price, no payment is due from either party. If the Company sells a call option, it pays the counterparty the excess (if any) of the market price over the strike price of the call option at the time of settlement, but if the market price is below the call's strike price, no payment is due from either party; and
Swaptions:	If the Company sells a swaption, the counterparty will receive the option to enter into a swap contract at a specified date and receives a fixed price for the contract and pays a floating market price to the counterparty.

The Company may elect to enter into offsetting transactions for the above instruments for the purpose of cancelling or terminating certain positions.

The following tables summarize the Company's calculated net fair value of derivative financial instruments as of the reporting date as follows:

NATURAL GAS CONTRACTS	Volume (MMcf)	Weighted Average Price per Mcfe[a] Swaps	Sold Puts	Purchased Puts	Sold Calls	Basis Differential	Fair Value at December 31, 2022
2023							
Swaps	214,140	$3.65	$ —	$ —	$ —	$ —	$ (178,637)
Three-Way Collars	3,600	—	2.14	2.81	3.61	—	(4,022)
Stand-Alone Calls, net[b]	22,977	—	—	—	2.86	—	(79,836)
Basis Swaps	114,174	—	—	—	—	(0.66)	19,478
Total 2023 contracts	**354,891**						**$ (243,017)**
2024							
Swaps	166,033	$3.15	$ —	$ —	$ —	$ —	$ (207,798)
Stand-Alone Calls	37,698	—	—	—	2.90	—	(60,756)
Basis Swaps	41,871	—	—	—	—	(0.71)	2,165
Total 2024 contracts	**245,602**						**$ (266,389)**
2025							
Swaps	140,395	$3.09	$ —	$ —	$ —	$ —	$ (189,632)
Stand-Alone Calls	21,900	—	—	—	3.00	—	(33,444)
Total 2025 contracts	**162,295**						**$ (223,076)**
2026							
Swaps	109,097	$3.15	$ —	$ —	$ —	$ —	$ (148,011)
Stand-Alone Calls	18,250	—	—	—	4.28	—	(18,100)
2027							
Swaps	55,100	$3.04	$ —	$ —	$ —	$ —	$ (77,789)
Collars	1,414	—	—	4.28	7.17	—	99
Purchased puts	40,218	—	—	3.09	—	—	10,849
Sold puts	16,414	—	1.93	—	—	—	(990)
2028							
Swaps	32,190	$2.49	$ —	$ —	$ —	$ —	$ (58,115)
Collars	5,382	—	—	4.28	6.90	—	470
Purchased puts	54,203	—	—	3.04	—	—	13,586
Sold puts	31,585	—	1.93	—	—	—	(1,800)
2029							
Swaps	29,190	$2.48	$ —	$ —	$ —	$ —	$ (53,223)
Collars	3,726	—	—	4.28	7.51	—	314
Purchased puts	30,066	—	—	2.92	—	—	6,788
Sold puts	30,066	—	1.93	—	—	—	(1,820)
2030							
Swaps	5,450	$2.43	$ —	$ —	$ —	$ —	$ (11,390)
Purchased puts	14,492	—	—	2.93	—	—	2,676
Sold puts	14,492	—	1.93	—	—	—	(680)
Swaptions							
10/1/2024 – 9/30/2028[c]	14,610	$2.91	$ —	$ —	$ —	$ —	$ (20,105)
1/1/2025 – 12/31/2029[d]	36,520	2.77	—	—	—	—	(52,878)
4/1/2026 – 3/31/2030[e]	97,277	2.57	—	—	—	—	(156,580)
4/1/2030 – 3/31/2032[f]	42,627	2.57	—	—	—	—	(79,688)
Total 2026 – 2032 contracts	**682,369**						**$ (646,387)**
Total natural gas contracts	**1,445,157**						**$(1,378,869)**

(a) Rates have been converted from Btu to Mcfe using a Btu conversion factor of 1.07.

(b) Inclusive of $41,853 in cash settlements for deferred premiums.

(c) Option expires on September 6, 2024.

(d) Option expires on December 23, 2024.

(e) Option expires on March 23, 2026.

(f) Option expires on March 22, 2030.

		Weighted Average Price per Bbl				
NGLs CONTRACTS	Volume (MBbls)	Swaps	Sold Puts	Purchased Puts	Sold Calls	Fair Value at December 31, 2022
2023						
Swaps[(a)]	3,818	$36.65	$ —	$ —	$ —	$ (4,586)
Stand-Alone Calls	365	—	—	—	24.78	(3,562)
2024						
Swaps[(a)]	1,973	$34.84	$ —	$ —	$ —	$ (929)
Stand-Alone Calls	915	—	—	—	31.29	(7,317)
2025						
Swaps[(a)]	1,861	$30.22	$ —	$ —	$ —	$ (6,002)
2026						
Swaps[(a)]	1,058	$27.66	$ —	$ —	$ —	$ (1,062)
Total NGLs contracts	**9,990**					**$(23,458)**

(a) Certain portions of NGLs swaps include effects of purchased oil swaps intended to provide a final NGLs price as a percentage of WTI.

		Weighted Average Price per Bbl				
OIL CONTRACTS	Volume (MBbls)	Swaps	Sold Puts	Purchased Puts	Sold Calls	Fair Value at December 31, 2022
2023						
Swaps	890	$69.39	$ —	$ —	$ —	$ (8,210)
Sold Calls	117	—	—	—	53.20	(3,057)
2024						
Swaps	431	$62.54	$ —	$ —	$ —	$ (4,576)
Sold Calls	183	—	—	—	70.00	(2,521)
2025						
Swaps	366	$59.01	$ —	$ —	$ —	$ (3,530)
2026						
Swaps	283	$59.48	$ —	$ —	$ —	$ (1,749)
2027						
Swaps	162	$58.60	$ —	$ —	$ —	$ (768)
Total oil contracts	**2,432**					**$(24,411)**

INTEREST	Principal Hedged	Fixed-Rate	Fair Value at December 31, 2022
2022			
SOFR Interest Rate Swap	$400,000	1.73%	$ (3,228)
Net fair value of derivative financial instruments as of December 31, 2022			**$(1,429,966)**

Netting the fair values of derivative assets and liabilities for financial reporting purposes is permitted if such assets and liabilities are with the same counterparty and a legal right of set-off exists, subject to a master

netting arrangement. The Directors have elected to present derivative assets and liabilities net when these conditions are met. The following table outlines the Company's net derivatives as of the periods presented:

Derivative Financial Instruments	Consolidated Statement of Financial Position	December 31, 2022	December 31, 2021
Assets:			
Non-current assets	Derivative financial instruments	$ 13,936	$ 219
Current assets	Derivative financial instruments	27,739	1,052
Total assets		**$ 41,675**	**$ 1,271**
Liabilities			
Non-current liabilities	Derivative financial instruments	$(1,177,801)	$(556,982)
Current liabilities	Derivative financial instruments	(293,840)	(251,687)
Total liabilities		**$(1,471,641)**	**$(808,669)**
Net assets (liabilities):			
Net assets (liabilities) – non-current	Other non-current assets (liabilities)	$(1,163,865)	$(556,763)
Net assets (liabilities) – current	Other current assets (liabilities)	(266,101)	(250,635)
Total net assets (liabilities)		**$(1,429,966)**	**$(807,398)**

The Company presents the fair value of derivative contracts on a net basis in the consolidated balance sheet. The following presents the impact of this presentation to the Company's recognized assets and liabilities as of the periods indicated:

	December 31, 2022		
	Presented without Effects of Netting	Effects of Netting	As Presented with Effects of Netting
Non-current assets	$ 101,275	$ (87,339)	$ 13,936
Current assets	92,611	(64,872)	27,739
Total assets	**$ 193,886**	**$(152,211)**	**$ 41,675**
Non-current liabilities	(1,261,369)	83,568	(1,177,801)
Current liabilities	(362,483)	68,643	(293,840)
Total liabilities	**$(1,623,852)**	**$ 152,211**	**$(1,471,641)**
Total net assets (liabilities)	**$(1,429,966)**	**$ —**	**$(1,429,966)**

	December 31, 2021		
	Presented without Effects of Netting	Effects of Netting	As Presented with Effects of Netting
Non-current assets	$ 29,767	$(29,548)	$ 219
Current assets	62,144	(61,092)	1,052
Total assets	**$ 91,911**	**$(90,640)**	**$ 1,271**
Non-current liabilities	(586,584)	29,602	(556,982)
Current liabilities	(312,725)	61,038	(251,687)
Total liabilities	**$(899,309)**	**$ 90,640**	**$(808,669)**
Total net assets (liabilities)	**$(807,398)**	**$ —**	**$(807,398)**

The Company recorded the following gain (loss) on derivative financial instruments in the Consolidated Statement of Comprehensive Income for the periods presented:

	Year Ended		
	December 31, 2022	December 31, 2021	December 31, 2020
Net gain (loss) on commodity derivatives settlements[(a)]	$ (895,802)	$(320,656)	$ 144,600
Net gain (loss) on interest rate swaps[(a)]	(1,434)	(530)	(202)
Gain (loss) on foreign currency hedges[(a)]	—	(1,227)	—
Total gain (loss) on settled derivative instruments	**$ (897,236)**	**$(322,413)**	**$ 144,398**
Gain (loss) on fair value adjustments of unsettled financial instruments[(b)]	(861,457)	(652,465)	(238,795)
Total gain (loss) on derivative financial instruments	**$(1,758,693)**	**$(974,878)**	**$ (94,397)**

(a) Represents the cash settlement of hedges that settled during the period.

(b) Represents the change in fair value of financial instruments net of removing the carrying value of hedges that settled during the period.

All derivatives are defined as Level 2 instruments as they are valued using inputs and outputs other than quoted prices that are observable for the assets and liabilities.

Commodity Derivative Contract Modifications and Extinguishments

From time to time, such as when acquiring producing assets, completing ABS financings or navigating changing price environments, the Company will opportunistically modify, offset, extinguish or add certain existing hedge positions. Modifications include the volume of production subject to contracts, the swap or strike price of certain derivative contracts and similar elements of the derivative contract. The Company maintains distinct, long-dated derivative contract portfolios for its ABS financings and Term Loan I. The Company also maintains a separate derivative contract portfolio related to its assets collateralized by the Credit Facility.

2022 Modifications and Extinguishments

In February 2022, the Company adjusted portions of its commodity derivative portfolio across its legal entities to ensure that it maintained the appropriate level and composition at both the legal entity and full-Company level for the completion of the ABS III and ABS IV financing arrangements. The Company completed these adjustments by entering into new commodity derivative contracts and novating certain derivative contracts to the legal entities holding the ABS III and ABS IV notes. The Company paid $41,823 for these portfolio adjustments, driven primarily by the purchase of long-dated puts for ABS III and ABS IV that collectively increased the value of the Company's derivative position by an equal amount, and were required under the respective ABS III and ABS IV indentures. The Company recorded payments for offsetting positions as new derivative financial instruments and applied extinguishment payments against the existing commodity contracts on its Consolidated Statement of Financial Position.

In May 2022, and in October 2022 the Company completed the ABS V and ABS VI financing arrangements, respectively, and made similar commodity derivative portfolio adjustments to maintain the appropriate level and composition of derivatives at both the legal entity and full-Company level. The Company paid $31,250, driven primarily by the purchase of long-dated puts that increased the value of the Company's derivative position by an equal amount, and were required under the ABS V indenture. Under the ABS VI financing, the Company paid $32,242 from the proceeds of the financing to increase the value of certain pre-existing derivative contracts that were novated to the ABS VI legal entity at closing. The Company recorded the payments as new derivative financial instruments on its Consolidated Statement of Financial Position.

Refer to Note 21 for additional information regarding ABS financing arrangements.

Other commodity derivative contract modifications made during the normal course of business for the year ended December 31, 2022 totaled $133,573 which the Company recorded on its Consolidated Statement of Financial Position. As these modifications were made in the normal course, the Company has presented these as an operating activity in the Consolidated Statement of Cash Flows. These modifications were primarily associated with elevating the Company's weighted average hedge floor to take advantage of the high price environment experienced in 2022 over a longer term. The trades were primarily comprised of swap enhancements and the extinguishment of standalone call options.

2021 Modifications and Extinguishments

In August 2021 as part of the Tanos acquisition, the Company obtained the option to novate or extinguish the Tanos hedge book. In conjunction with the closing settlement, DEC elected to extinguish their share of the Tanos hedge book. The cost to terminate was $52,666. This payment relieved the termination liability established on the Company's Consolidated Statement of Financial Position in purchase accounting and has been presented as an investing activity in the Consolidated Statement of Cash Flows given its connection to the Tanos acquisition. New derivative contracts were subsequently entered into for more favorable pricing in order to secure the cash flows associated with these producing assets in an elevated price environment.

In May 2021, subsequent to the close of the Indigo acquisition, market dynamics began shifting to a more favorable commodity price environment. Given the favorable forward curve, the Company elected to early terminate certain legacy Indigo derivative positions resulting in a cash payment of $6,797 which the Company recorded on its Consolidated Statement of Financial Position. Since this extinguishment occurred subsequent to the acquisition date the Company has presented this payment as an operating activity on the Consolidated Statement of Cash Flows. New derivative contracts were subsequently entered into for more favorable pricing in order to secure the cash flows associated with these producing assets in an elevated price environment.

Refer to Note 5 for additional information regarding acquisitions.

Other commodity derivative contract modifications made during the normal course of business for the year ended December 31, 2021 totaled $3,367 which the Company recorded on its Consolidated Statement of Financial Position. As these modifications were made in the normal course, the Company has presented these as an operating activity in the Consolidated Statement of Cash Flows.

2020 Modifications and Extinguishments

During the year ended December 31, 2020, the Company paid $10,963 to modify certain derivative contracts. Modifications include the quantum of production subject to contracts, the swap or floor price of certain contracts and similar elements of it. Of the $10,963, $3,240 related to the Company's ABS II financing transaction, which refinanced a portion of its Credit Facility borrowings. To facilitate the price protection for ABS II, the Company initiated the necessary derivative contracts required by the lender with a member of its existing Credit Facility. After closing ABS II, the Company novated certain contracts to the legal entity holding ABS II. The remaining payments of $7,723 related to offsetting positions for derivative contracts on its Credit Facility, which the Company recorded as new derivative financial instruments on its Consolidated Statement of Financial Position.

NOTE 14 — TRADE AND OTHER RECEIVABLES

Trade receivables include amounts due from customers, entities that purchase the Company's natural gas, NGLs and oil production, and also include amounts due from joint interest owners, entities that own a working interest in the properties operated by the Company. The majority of trade receivables are current, and the Company believes these receivables are collectible. The following table summarizes the Company's trade receivables. The fair value approximates the carrying value as of the periods presented:

	December 31, 2022	December 31, 2021
Commodity receivables[(a)]	$285,700	$275,295
Other receivables	20,022	13,768
Total trade receivables	**$305,722**	**$289,063**
Allowance for credit losses[(b)]	(8,941)	(6,141)
Total trade receivables, net	**$296,781**	**$282,922**

(a) Includes trade receivables and accrued revenues. The increase in commodity receivables reflects the increase in commodity pricing over the periods presented, as well as our growth through acquisitions.

(b) The allowance for credit losses was primarily related to amounts due from joint interest owners. The year-over-year increase from 2021 to 2022 was primarily associated with acquired receivables that allowances were established for as part of purchase accounting.

NOTE 15 — OTHER ASSETS

The following table includes details of other assets as of the periods presented:

	December 31, 2022	December 31, 2021
Other non-current assets		
Other non-current assets	$ 4,351	$ 3,635
Total other non-current assets	**$ 4,351**	**$ 3,635**
Other current assets		
Prepaid expenses	$ 5,255	$ 5,126
Other assets[(a)]	—	25,004
Inventory	9,227	9,444
Total other current assets	**$14,482**	**$39,574**

(a) Primarily consists of payments associated with potential acquisitions. These costs include deposits, right of first refusal, or option agreement costs, and other acquisition related payments.

NOTE 16 — SHARE CAPITAL

The Company has one class of common shares which carry the right to one vote at annual general meetings of the Company. As of December 31, 2022, the Company had no limit on the amount of authorized share capital and all shares in issue were fully paid.

Share capital represents the nominal (par) value of shares (£0.01) that have been issued. Share premium includes any premiums received on issue of share capital above par. Any transaction costs associated with the issuance of shares are deducted from share premium, net of any related income tax benefits. The components of share capital include:

Issuance of Share Capital

In May 2021, the Company placed 141,541 new shares at $1.59 per share (£1.12) to raise gross proceeds of $225,050 (approximately £158,526). Associated costs of the placing were $11,206. The Company used the proceeds to pay down the Credit Facility and partially fund the Indigo and Blackbeard acquisitions, discussed in Notes 21 and 5, respectively.

In May 2020, the Company placed 64,281 new shares at $1.33 per share (£1.08) to raise gross proceeds of $85,415 (approximately £69,423). Associated costs of the placing were $4,008. The Company used the proceeds to partially fund the acquisition of certain assets of Carbon and EQT, discussed in Note 5.

Treasury Shares

The Company's holdings in its own equity instruments are classified as treasury shares. The consideration paid, including any directly attributable incremental costs, is deducted from the stockholders' equity of the Company until the shares are cancelled or reissued. No gain or loss is recognized in the income statement on the purchase, sale, issue or cancellation of treasury shares.

Employee Benefit Trust ("EBT")

In March 2022, the Company established the EBT for the benefit of the employees of the Company. The Company funds the EBT to facilitate the acquisition of shares. The shares in the EBT are held to satisfy awards and grants under the Company's 2017 Equity Incentive Plan. Shares held in the EBT are accounted for in the same manner as treasury shares and are therefore included in the Consolidated Financial Statements as Treasury Shares.

During the year ended December 31, 2022, the EBT purchased 15,790 shares at an average price per share of $1.44 (approximately £1.24) for a total consideration of $22,931 (approximately £19,388). During the year ended year ended December 31, 2022, the EBT reissued 1,760 to settle vested share-based awards. As of December 31, 2022, the EBT held 14,030 shares. Refer to Note 17 for additional information related to share-based compensation.

Repurchase of Shares

During the year ended December 31, 2022, the Company repurchased 7,995 treasury shares at an average price of $1.37 totaling $11,760. No treasury shares were repurchased during the year ended December 31, 2021. During the year ended December 31, 2020, the Company repurchased 12,958 treasury shares at an average price of $1.21 totaling $15,634. The Company has accounted for the repurchase of these shares as a direct reduction to retained earnings.

The Company has accounted for the repurchase of these shares as a reduction to the treasury reserve. All repurchased treasury shares were cancelled upon repurchase and their par value of $80 has been retired into the capital redemption reserve included within share based payments and other reserves in the Consolidated Statement of Financial Position.

Settlement of Warrants

In July 2022, the Company entered into an agreement to cancel 132 warrants (the "Warrants") held by certain former Mirabaud Securities Limited ("Mirabaud") employees for an aggregate principal amount of approximately $56 (approximately £46). The former employees surrendered the Warrants to the Company for cancellation. Concurrently, the Company entered into an agreement to exercise 224 Warrants held by certain former Mirabaud employees for an aggregate principal amount of approximately $201 (approximately £166). The former employees surrendered the Warrants to the Company for cancellation in exchange for an equivalent number of shares of common stock. Following this purchase and exercise, no warrants remain outstanding.

In February 2022, the Company entered into an agreement to cancel 477 Warrants held by certain former Mirabaud Securities Limited ("Mirabaud") employees for an aggregate principal amount of approximately $265 (approximately £196). The former employees surrendered the Warrants to the Company for cancellation. Concurrently, the Company entered into an agreement to exercise 290 Warrants held by certain former Mirabaud employees for an aggregate principal amount of approximately $251 (approximately £187). The former employees surrendered the Warrants to the Company for cancellation in exchange for an equivalent number of shares of common stock. Following this purchase and exercise, 355 warrants remained outstanding.

In January 2021, the Company entered into an agreement to cancel 2,377 Warrants held by Mirabaud and certain former Mirabaud employees for an aggregate principal amount of approximately $1,429 (approximately £1,040). Mirabaud and its former employees surrendered the Warrants to the Company for cancellation. Following this purchase, 1,123 warrants remained outstanding.

The following tables summarize the Company's share capital, net of customary transaction costs, for the periods presented:

	Number of Shares	Total Share Capital	Total Share Premium
Year Ended December 31, 2019	**655,730**	**$ 8,800**	**$ 760,543**
Issuance of share capital (equity placement)	64,281	791	80,616
Issuance of share capital (equity compensation)	324	3	—
Repurchase of shares (share buyback program)	(12,958)	(74)	—
Balance as of December 31, 2020	**707,377**	**9,520**	**841,159**
Issuance of share capital (equity placement)	141,541	2,044	211,800
Issuance of share capital (equity compensation)	737	7	—
Balance as of December 31, 2021	**849,655**	**11,571**	**1,052,959**
Issuance of share capital (settlement of warrants)	513	5	—
Issuance of share capital (equity compensation)	792	$ 7	$ —
Issuance of EBT shares (equity compensation)	1,760	—	—
Repurchase of shares (EBT)	(15,790)	—	—
Repurchase of shares (share buyback program)	(7,995)	$ (80)	$ —
Balance as of December 31, 2022	**828,935**	**$11,503**	**$1,052,959**

Subsequent Events

In February 2023, the Company placed 128,444 new shares at $1.27 per share (£1.05) to raise gross proceeds of $162,757 (approximately £134,866). Associated costs of the placing were $6,479. The Company used the proceeds to fund the Tanos II transaction, discussed in Note 5.

NOTE 17 — NON-CASH SHARE-BASED COMPENSATION

Equity Incentive Plan

The 2017 Equity Incentive Plan (the "Plan"), as amended through April 27, 2021, authorized and reserved for issuance 65,681 shares of common stock, which may be issued upon exercise of vested Options or the vesting of RSUs, PSUs and dividend equivalent units ("DEUs"), that are granted under the Plan. As of December 31, 2022, 11,882 shares have vested and been issued to Plan participants, 25,856 shares have been granted but remain unvested and 4,230 DEUs have accrued and remain unvested. As of December 31, 2021, 1,783 shares have vested and been issued to Plan participants, 33,057 shares have been granted but remain unvested and 1,960 DEUs have accrued and remain unvested.

Options Awards

The following table summarizes Options award activity for the respective periods presented:

	Number of Options[a]	Weighted Average Grant Date Fair Value per Share
Balance as of December 31, 2019	**23,670**	**$0.42**
Granted	—	$ —
Exercised[b]	—	$ —
Forfeited	**(650)**	**$0.37**
Balance as of December 31, 2020	**23,020**	**$0.43**
Granted	—	—
Exercised[b]	(833)	0.33
Forfeited	(300)	0.59
Balance as of December 31, 2021	**21,887**	**$0.43**
Granted	—	—
Exercised[b]	(7,973)	0.33
Forfeited	(6,400)	0.57
Balance as of December 31, 2022	**7,514**	**$0.41**

(a) As of December 31, 2022 and 2021, 380 and 4,033 Options were exercisable, respectively. As of December 31, 2022 all remaining Options outstanding have an exercise price ranging from £0.84 to £1.20 and a weighted average remaining contractual life of 5.6 years.

(b) The weighted average exercise date share price was $1.62 and $1.74 for Options exercised during 2022 and 2021, respectively.

The Company's Options ratably vest over a three-year period and contain both performance and service metrics. The performance metrics include Adjusted EPS as compared to pre-established benchmarks and a calculation that compares the Company's TSR to pre-established benchmarks. The number of units that will vest can range between 0% and 100% of the award. The fair value of the Company's Options was calculated using the Black-Scholes model as of the grant date and is uniformly expensed over the vesting period. No Options were awarded during the years ended December 31, 2022, 2021 and 2020.

RSU Awards

The following table summarizes RSU equity award activity for the respective periods presented:

	Number of Shares	Weighted Average Grant Date Fair Value per Share
Balance as of December 31, 2019	**1,252**	**$1.20**
Granted	2,641	1.17
Vested	(470)	1.08
Forfeited	—	—
Balance as of December 31, 2020	**3,423**	**$1.19**
Granted	1,536	1.59
Vested	(760)	1.16
Forfeited	(74)	1.32
Balance as of December 31, 2021	**4,125**	**$1.34**
Granted	3,970	1.38
Vested	(1,275)	1.30
Forfeited	(89)	1.36
Balance as of December 31, 2022	**6,731**	**$1.38**

RSUs cliff- or ratably-vest based on service conditions. The fair value of the Company's RSUs is determined using the stock price at the grant date and uniformly expensed over the vesting period.

PSU Awards

The following table summarizes PSU equity award activity for the respective periods presented:

	Number of Shares	Weighted Average Grant Date Fair Value per Share
Balance as of 31 December 2019	**—**	**$ —**
Granted	4,667	1.19
Vested	—	—
Forfeited	—	—
Balance as of December 31, 2020	**4,667**	**$1.19**
Granted	2,465	1.08
Vested	—	—
Forfeited	(87)	1.15
Balance as of December 31, 2021	**7,045**	**$1.15**
Granted	4,640	1.40
Vested	—	—
Forfeited	(74)	1.30
Balance as of December 31, 2022	**11,611**	**$1.25**

PSUs cliff-vest based on performance criteria which include a three-year average adjusted return on equity as compared to pre-established benchmarks, a calculation that compares the Company's TSR to pre-established benchmarks as well as the same calculated return for a group of peer companies as selected by the Company, and methane intensity reduction over three years. The number of units that will vest can range between 0 % and 100% of the award.

The fair value of the Company's PSUs is calculated using a Monte Carlo simulation model as of the grant date and is uniformly expensed over the vesting period. The inputs to the Monte Carlo model included the following for PSUs granted during the respective periods presented:

	December 31, 2022	December 31, 2021
Risk-free rate of interest	1.3%	0.2%
Volatility[(a)]	37%	35%
Correlation with comparator group range	0.01 – 0.36	0.02 – 0.36

(a) Volatility utilizes the historical volatility for the Company's share price.

Share-Based Compensation Expense

The following table presents share-based compensation expense for the respective periods presented:

	December 31, 2022	December 31, 2021	December 31, 2020
Options	$ (749)	$2,115	$2,553
RSUs	4,210	2,346	1,367
PSUs	4,590	2,939	1,116
Total share-based compensation expense	**$8,051**	**$7,400**	**$5,036**

NOTE 18 — DIVIDENDS

The following table summarizes the Company's dividends declared and paid on the dates indicated:

Date Dividends Declared/Paid	Dividend per Share USD	Dividend per Share GBP	Record Date	Pay Date	Shares Outstanding	Gross Dividends Paid
Declared on October 28, 2021	$0.0425	£0.0325	March 4, 2022	March 28, 2022	850,047	$ 36,127
Declared on March 22, 2022	$0.0425	£0.0343	May 27, 2022	June 30, 2022	850,548	36,148
Declared on May 16, 2022	$0.0425	£0.0366	September 2, 2022	September 26, 2022	845,881	$ 35,950
Declared on August 8, 2022	$0.0425	£0.0345	November 25, 2022	December 28, 2022	828,935	35,230
Paid during the year ended December 31, 2022						**143,455**
Declared on October 29, 2020	$0.0400	£0.0285	March 5, 2021	March 26, 2021	707,525	$ 28,301
Declared on March 8, 2021	$0.0400	£0.0281	May 28, 2021	June 24, 2021	849,434	$ 33,970
Declared on April 30, 2021	$0.0400	£0.0288	September 3, 2021	September 24, 2021	849,603	$ 33,984
Declared on August 5, 2021	$0.0400	£0.0299	November 26, 2021	December 17, 2021	849,603	33,984
Paid during the year ended December 31, 2021						**$130,239**
Declared on December 10, 2019	$0.0350	£0.0276	March 6, 2020	March 27, 2020	642,805	$ 22,498
Declared on March 9, 2020	$0.0350	£0.0274	May 29, 2020	June 26, 2020	707,086	24,748
Declared on May 4, 2020	$0.0350	£0.0269	September 4, 2020	September 25, 2020	707,274	24,755
Declared on August 10, 2020	$0.0375	£0.0278	November 27, 2020	December 18, 2020	707,377	26,526
Paid during the year ended December 31, 2020						**$ 98,527**

On November 14, 2022 the Company proposed a dividend of $0.04375 per share. The dividend will be paid on March 28, 2023 to shareholders on the register on March 3, 2023. This dividend was not approved by shareholders, thereby qualifying it as an "interim" dividend. No liability was recorded in the Consolidated Financial Statements in respect of this interim dividend as of December 31, 2022.

Dividends are waived on shares held in the EBT.

Subsequent Events

On March 21, 2023 the Directors recommended a dividend of $0.04375 per share. The dividend will be paid on June 30, 2023 to shareholders on the register on May 26, 2023, subject to shareholder approval at the AGM. Provided this dividend was not approved by shareholders as of the reporting date, this represents an "interim" dividend. No liability has been recorded in the Consolidated Financial Statements in respect of this dividend as of December 31, 2022.

NOTE 19 — ASSET RETIREMENT OBLIGATIONS

The Company records a liability for the present value of the estimated future decommissioning costs on its natural gas and oil properties, which it expects to incur at the end of the long-producing life of a well.

Productive life varies within the Company's well portfolio and presently the Company expects all of its existing wells to have reached the end of their economic lives by approximately 2095 consistent with the Company's reserve calculations which were independently evaluated by the Company's independent engineers for the years ended December 31, 2022, 2021 and 2020. The Company also records a liability for the future cost of decommissioning its production facilities and pipelines when required by contract, statute, or constructive obligation. No such contractual agreements or statutes that would impose material obligations on the Company were in place for the Company's production facilities and pipelines for the years ended December 31, 2022 and 2021.

In estimating the present value of future decommissioning costs of natural gas and oil properties the Company takes into account the number and state jurisdictions of wells, current costs to decommission by state and the average well life across its portfolio. The Directors' assumptions are based on the current economic environment and represent what the Directors believe is a reasonable basis upon which to estimate the future liability. However, actual decommissioning costs will ultimately depend upon future market prices at the time the decommissioning services are performed. Furthermore, the timing of decommissioning will vary depending on when the fields cease to produce economically, making the determination dependent upon future natural gas and oil prices, which are inherently uncertain.

The Company applies a contingency allowance for annual inflationary cost increases to its current cost expectations then discounts the resulting cash flows using a credit adjusted risk free discount rate. The inflationary adjustment is a U.S. long-term 10-year rate sourced from consensus economics. When determining the discount rate of the liability, the Company evaluates treasury rates as well as the Bloomberg 15-year U.S. Energy BB and BBB bond index which economically aligns with the underlying long-term and unsecured liability. Based on this evaluation the net discount rate used in the calculation of the decommissioning liability in 2022, 2021 and 2020 was 3.6%, 2.9% and 3.7%, respectively.

The composition of the provision for asset retirement obligations at the reporting date was as follows for the periods presented:

	Year Ended		
	December 31, 2022	December 31, 2021	December 31, 2020
Balance at beginning of period	**$525,589**	**$346,124**	**$199,521**
Additions[(a)]	24,395	96,292	26,995
Accretion	27,569	24,396	15,424
Asset retirement costs	(4,889)	(2,879)	(2,442)
Disposals[(b)]	(16,779)	(16,500)	(3,838)
Revisions to estimate[(c)]	(98,802)	78,156	110,464
Balance at end of period	**$457,083**	**$525,589**	**$346,124**
Less: Current asset retirement obligations	4,529	3,399	1,882
Non-current asset retirement obligations	**$452,554**	**$522,190**	**$344,242**

(a) Refer to Note 5 for additional information regarding acquisitions and divestitures.

(b) Associated with the divestiture of natural gas and oil properties in the normal course of business. Refer to Note 10 for additional information.

(c) As of December 31, 2022, the Company performed normal revisions to its asset retirement obligations, which resulted in a $98,802 decrease in the liability. This decrease was comprised of a $144,656 decrease attributable to a higher discount rate. The higher discount rate was a result of macroeconomic factors spurred by the increase in bond yields which have elevated with U.S. treasuries to combat the current inflationary environment. Partially offsetting this decrease was $29,357 in cost revisions based on the Company's recent asset retirement experiences and a $16,497 timing revision for the acceleration of the Company's retirement plans made possible by the recent asset retirement acquisitions that improve the Company's asset retirement capacity through the growth of its operational capabilities. As of December 31, 2021, the Company performed normal revisions to its asset retirement obligations,

which resulted in a $78,156 increase in the liability. This increase was comprised of a $109,306 increase attributable to the lower discount rate which was then offset by a $27,038 reduction in anticipated ARO cost. The remaining change was attributable to timing. The lower discount rate was a result of macroeconomic factors spurred by the COVID-19 recovery, which reduced bond yields and increased inflation. Cost reductions are a result of the expansion of the Company's internal asset retirement program and efficiencies gained.As of December 31, 2020, the Company performed normal revisions to its asset retirement obligations which resulted in a $110,464 adjustment, of which $102,686 relates to macroeconomic factors stemming largely from the COVID-19 pandemic that reduced bond yields and resulted in a lower discount rate applied to our asset retirement obligations liability. The remaining $7,778 relates to pricing-related adjustments based on historical costs incurred to retire wells.

Changes to assumptions for the estimation of the Company's asset retirement obligations could result in a material change in the carrying value of the liability. A reasonably possible 10% change in assumptions could have the following impact on the Company's asset retirement obligations as of December 31, 2022.

ARO Sensitivity	+10%	-10%
Discount rate	$(46,122)	$ 53,417
Timing	27,998	(30,755)
Cost	45,708	(45,708)

NOTE 20 — LEASES

The Company leased automobiles, equipment and real estate for the periods presented below. A reconciliation of leases arising from financing activities and the balance sheet classification of future minimum lease payments as of the reporting periods presented were as follows:

	Present Value of Minimum Lease Payments		
	December 31, 2022	December 31, 2021	December 31, 2020
Balance at beginning of period	**$ 27,804**	**$18,878**	**$ 1,813**
Additions[(a)]	11,269	16,482	19,820
Interest expense[(b)]	1,022	1,050	929
Cash outflows	(11,233)	(8,606)	(3,684)
Balance at end of period	**$ 28,862**	**$27,804**	**$18,878**
Classified as:			
Current liability	$ 9,293	$ 9,627	$ 5,013
Non-current liability	19,569	18,177	13,865
Total	**$ 28,862**	**$27,804**	**$18,878**

(a) The $11,269 in lease additions during the year ended December 31, 2022, was primarily attributable to the expansion of the Company's fleet due to its growth. Of the $16,482 in lease additions during the year ended December 31, 2021, $8,062 was attributable to the Indigo, Blackbeard and Tapstone acquisitions. Of the $19,820 in lease additions in 2020, $3,500 was attributable to the Carbon acquisition. The remainder is a result of fleet expansion and the Company transitioning owned vehicles to a fleet management lease program. Refer to Note 5 for additional information regarding acquisitions.

(b) Included as a component of finance cost.

Set out below is the movement in the right-of-use assets:

	Right-of-Use Assets		
	December 31, 2022	December 31, 2021	December 31, 2020
Balance at beginning of period	**$ 26,908**	**$18,026**	**$ 1,868**
Additions[(a)]	11,295	16,554	19,558
Depreciation	(10,244)	(7,672)	(3,400)
Balance at end of period	**$ 27,959**	**$26,908**	**$18,026**
Classified as:			
Motor vehicles	$ 23,782	$19,149	$14,614
Midstream	3,801	6,502	2,496
Buildings and leasehold improvements	376	1,257	916
Total	**$ 27,959**	**$26,908**	**$18,026**

(a) The $11,295 in lease additions during the year ended December 31, 2022 was attributable to the expansion of the Company's fleet due to its growth. Of the $16,554 in lease additions during the year ended December 31, 2021, $8,062 was attributable to the Indigo, Blackbeard and Tapstone acquisitions. Of the $19,558 in lease additions in 2020, $3,500 was attributable to the Carbon acquisition. The remainder is a result of fleet expansion and the Company transitioning owned vehicles to a fleet management lease program. Refer to Note 5 for additional information regarding acquisitions.

The range of discount rates applied in calculating right-of-use assets and related lease liabilities, depending on the lease term, is presented below:

	December 31, 2022	December 31, 2021	December 31, 2020
Discount rates range	1.8% – 6.3%	1.8% – 3.3%	1.8% – 3.3%

Expenses related to short-term and low-value lease exemptions applied under IFRS 16 are primarily associated with short term compressor rentals and were $25,153, $15,362 and $9,799 for the years ended December 31, 2022, 2021 and 2020 respectively. These amounts have been included in the Company's operating expenses and are primarily concentrated in LOE.

The following table reflects the maturity of leases as of the periods presented:

	December 31, 2022	December 31, 2021
Not Later Than One Year	$ 9,293	$ 9,627
Later Than One Year and Not Later Than Five Years	19,569	18,177
Later Than Five Years	—	—
Total	**$28,862**	**$27,804**

NOTE 21 — BORROWINGS

The Company's borrowings consist of the following amounts as of the reporting date as follows:

	December 31, 2022	December 31, 2021
Credit Facility (Interest rate of 7.42% and 3.50%, respectively)[(a)]	$ 56,000	$ 570,600
ABS I Notes (Interest rate of 5.00%)	125,864	155,266
ABS II Notes (Interest rate of 5.25%)	147,458	169,320
ABS III Notes (Interest rate of 4.875%)	319,856	—
ABS IV Notes (Interest rate of 4.95%)	130,144	—
ABS V Notes (Interest rate of 5.78%)	378,796	—
ABS VI Notes (Interest rate of 7.50%)	212,446	—
Term Loan I (Interest rate of 6.50%)	120,518	137,099
Miscellaneous, primarily for real estate, vehicles and equipment	7,084	9,380
Total borrowings	**$1,498,166**	**$1,041,665**
Less: Current portion of long-term debt	(271,096)	(58,820)
Less: Deferred financing costs	(48,256)	(26,413)
Less: Original issue discounts	(9,581)	(4,897)
Total non-current borrowings, net	**$1,169,233**	**$ 951,535**

(a) Represents the variable interest rate as of period end.

Credit Facility

The Company maintains the Credit Facility with a lending syndicate, the borrowing base for which is redetermined on a semi-annual, or as needed, basis. The borrowing base is primarily a function of the value of the natural gas and oil properties that collateralize the lending arrangement and will fluctuate with changes in collateral, which may occur as a result of acquisitions or through the establishment of ABS, term loan or other lending structures that result in changes to the Credit Facility collateral base.

In August 2022, the Company amended and restated the credit agreement governing its Credit Facility by entering into the A&R Revolving Credit Facility. The amendment enhanced the alignment with the Company's stated ESG initiatives by including sustainability performance targets ("SPTs") similar to those included in the ABS III, IV, V and VI notes, extended the maturity of the Credit Facility to August 2026, removed DGOC as a credit party from the Credit Facility, and reaffirmed the borrowing base of $300,000 and included no other material changes to pricing or terms. Further, as a result of the amendment, the covenant structure associated with the A&R Revolving Credit Facility is now associated solely with DP RBL CO LLC, the borrower, a subsidiary of DGOC, the prior borrower.

The A&R Credit Facility contains three SPTs which, depending on our performance thereof, may result in adjustments to the applicable margin with respect to borrowings thereunder:

- GHG Emissions Intensity: The Company's consolidated Scope 1 emissions and Scope 2 emissions, each measured as MT CO_2e per MMcfe;
- Asset Retirement Performance: The number of wells the Company successfully retires during any fiscal year; and
- TRIR Performance: The arithmetic average of the two preceding fiscal years and current period total recordable injury rate computed as the Total Number of Recordable Cases (as defined by the Occupational Safety and Health Administration) multiplied by 200,000 and then divided by total hours worked by all employees during any fiscal year.

The goals set by the A&R Credit Facility for each of these categories are aspirational and represent higher thresholds than the Company has publicly set for itself. The economic repercussions of achieving or

failing to achieve these thresholds, however, are relatively minor, ranging from subtracting five basis points to adding five basis points to the applicable margin level in any given fiscal year.

An independent third-party assurance provider will be required to certify the Company's performance of the SPTs. Though the Company is not required to do so, it intends to disclose this certification on an annual basis in our semi-annual or annual report, as determined by the timing of such certification, along with an overall ESG update.

Additional amendments to the Credit Facility in October 2022 and November 2022 lowered the borrowing base to $250,000 to account for the net impact of ABS VI and the ConocoPhillips acquisition. In March 2023, the Company upsized the borrowing base on the Credit Facility to $375,000. The next redetermination is expected to occur in Spring 2024.

The Credit Facility has an interest rate of SOFR plus an additional spread that ranges from 2.75% to 3.75% based on utilization. Interest payments on the Credit Facility are paid on a monthly basis. Available borrowings under the Credit Facility were $183,332 as of December 31, 2022 which considers the impact of $10,668 in letters of credit issued to certain vendors.

The Credit Facility contains certain customary representations and warranties and affirmative and negative covenants, including covenants relating to: maintenance of books and records; financial reporting and notification; compliance with laws; maintenance of properties and insurance; and limitations on incurrence of indebtedness, liens, fundamental changes, international operations, asset sales, making certain debt payments and amendments, restrictive agreements, investments, restricted payments and hedging. It also requires the DP RBL Co LLC to maintain a ratio of total debt to EBITDAX of not more than 3.25 to 1.00 and a ratio of current assets (with certain adjustments) to current liabilities of not less than 1.00 to 1.00 as of the last day of each fiscal quarter. The fair value of the Credit Facility approximates the carrying value as of December 31, 2022.

Term Loan I

In May 2020, the Company acquired DP Bluegrass LLC ("Bluegrass"), a limited-purpose, bankruptcy-remote, wholly owned subsidiary, to enter into a securitized financing agreement for $160,000, which was structured as a secured term loan. The Company issued the Term Loan I at a 1% discount and used the proceeds of $158,400 to fund the 2020 Carbon and EQT acquisitions. The Term Loan I is secured by certain producing assets acquired in connection with the Carbon, Blackbeard and Tapstone acquisitions.

The Term Loan I accrues interest at a stated 6.50% annual rate and has a maturity date of May 2030. Interest and principal payments on the Term Loan I are payable on a monthly basis. During the years ended December 31, 2022, 2021 and 2020, the Company incurred $8,643, $9,860 and $6,371 in interest related to the Term Loan I, respectively. The fair value of the Term Loan I approximates the carrying value as of December 31, 2022.

ABS I Notes

In November 2019, the Company formed Diversified ABS LLC ("ABS I"), a limited-purpose, bankruptcy-remote, wholly-owned subsidiary, to issue BBB- rated asset-backed securities in an aggregate principal amount of $200,000 at par. The ABS I Notes are secured by certain of the Company's upstream producing Appalachian assets. Natural gas production associated with these assets was hedged at 85% at the close of the agreement with long-term derivative contracts.

Interest and principal payments on the ABS I Notes are payable on a monthly basis. During the years ended December 31, 2022, 2021 and 2020, the Company incurred $7,110, $8,460 and $9,661 of interest related to the ABS I Notes, respectively. The legal final maturity date is January 2037 with an amortizing maturity of December 2029. The ABS I Notes accrue interest at a stated 5% rate per annum. The fair value of the ABS I Notes approximates the carrying value as of December 31, 2022. In the event that ABS I has cash flow in excess of the required payments, ABS I is required to pay between 50% and 100% of the excess cash flow, contingent on certain performance metrics, as additional principal, with the remaining excess cash flow, if any, remaining with the Company. In particular, (a) with respect to any payment date prior to March 1, 2030, (i) if the debt service coverage ratio (the "DSCR") as of such payment date is greater than or

equal to 1.25 to 1.00, then 25%, (ii) if the DSCR as of such payment date is less than 1.25 to 1.00 but greater than or equal to 1.15 to 1.00, then 50%, and (iii) if the DSCR as of such payment date is less than 1.15 to 1.00, the production tracking rate for ABS I is less than 80%, or the loan to value ratio is greater than 85%, then 100%, and (b) with respect to any payment date on or after March 1, 2030, 100%.

ABS II Notes

In April 2020, the Company formed Diversified ABS Phase II LLC ("ABS II"), a limited-purpose, bankruptcy-remote, wholly owned subsidiary, to issue BBB- rated asset-backed securities in an aggregate principal amount of $200,000. The ABS II Notes were issued at a 2.775% discount. The Company used the proceeds of $183,617, net of discount, capital reserve requirement, and debt issuance costs, to pay down its Credit Facility. The ABS II Notes are secured by certain of the Company's upstream producing Appalachian assets. Natural gas production associated with these assets was hedged at 85% at the close of the agreement with long-term derivative contracts.

The ABS II Notes accrue interest at a stated 5.25% rate per annum and have a maturity date of July 2037 with an amortizing maturity of September 2028. Interest and principal payments on the ABS II Notes are payable on a monthly basis. During the years ended December 31, 2022, 2021 and 2020, the Company incurred $9,286, $10,530 and $7,563 in interest related to the ABS II Notes, respectively. The fair value of the ABS II Notes approximates the carrying value as of December 31, 2022.

In the event that ABS II has cash flow in excess of the required payments, ABS II is required to pay between 50% and 100% of the excess cash flow, contingent on certain performance metrics, as additional principal, with the remaining excess cash flow, if any, remaining with the Company. In particular, (a) (i) if the DSCR as of any payment date is less than 1.15 to 1.00, then 100%, (ii) if the DSCR as of such payment date is greater than or equal to 1.15 to 1.00 and less than 1.25 to 1.00, then 50%, or (iii) if the DSCR as of such payment date is greater than or equal to 1.25 to 1.00, then 0%; (b) if the production tracking rate for ABS II is less than 80.0%, then 100%, else 0%; (c) if the loan-to-value ratio ("LTV") as of such payment date is greater than 65.0%, then 100%, else 0%; (d) with respect to any payment date after July 1, 2024 and prior to July 1, 2025, if LTV is greater than 40.0% and ABS II has executed hedging agreements for a minimum period of 30 months starting July 2026 covering production volumes of at least 85% but no more than 95% (the "Extended Hedging Condition"), then 50%, else 0%; (e) with respect to any payment date after July 1, 2025 and prior to October 1, 2025, if LTV is greater than 40.0% or ABS II has not satisfied the Extended Hedging Condition, then 50%, else 0%; and (f) with respect to any payment date after October 1, 2025, if LTV is greater than 40.0% or ABS II has not satisfied the Extended Hedging Condition, then 100%, else 0%.

ABS III Notes

In February 2022, the Company formed Diversified ABS III LLC ("ABS III"), a limited-purpose, bankruptcy-remote, wholly-owned subsidiary, to issue BBB rated asset-backed securities in an aggregate principal amount of $365,000 at par. The ABS III Notes are secured by certain of the Company's upstream producing, Appalachian assets.

The ABS III Notes accrue interest at a stated 4.875% rate per annum and have a final maturity date of April 2039 with an amortizing maturity of November 2030. Interest and principal payments on the ABS III Notes are payable on a monthly basis. During the year ended December 31, 2022, the Company incurred $15,325 in interest related to the ABS III Notes. The fair value of the ABS III Notes approximates the carrying value as of December 31, 2022.

In the event that ABS III has cash flow in excess of the required payments, ABS III is required to pay between 50% and 100% of the excess cash flow, contingent on certain performance metrics, as additional principal, with the remaining excess cash flow, if any, remaining with the Company. In particular, (a) (i) if the DSCR as of any payment date is greater than or equal to 1.25 to 1.00, then 0%, (ii) if the DSCR as of such payment date is less than 1.25 to 1.00 but greater than or equal to 1.15 to 1.00, then 50%, and (iii) if the DSCR as of such Payment Date is less than 1.15 to 1.00, then 100%; (b) if the production tracking rate for ABS III (as described in the ABS III Indenture) is less than 80%, then 100%, else 0%; and (c) if the LTV for ABS III is greater than 65%, then 100%, else 0%.

In addition, in connection with the issuance of the ABS III Notes, the Company retained an independent international provider of ESG research and services to provide and maintain a "sustainability score" with respect to Diversified Energy Company PLC and to the extent such score is below a minimum threshold established at the time of issue of the ABS III Notes, the interest payable with respect to the subsequent interest accrual period will increase by five basis points. This score is not dependent on the Company meeting or exceeding any sustainability performance metrics but rather an overall assessment of the Company's corporate ESG profile. Further, this score is not dependent on the use of proceeds of the ABS III Notes and there were no such restrictions on the use of proceeds other than pursuant to the terms of the Company's Credit Facility. The Company informs the ABS III note holders in monthly note holder statements as to any change in interest rate payable on the ABS III Notes as a result of the change in this sustainability score. While the Company is not required to publicly release this score, it will provide the score as of the date of its semi-annual or annual report, as determined by the timing of such updated score, along with the weighted average interest rate paid on the ABS III Notes as a result of any such five basis point change in interest rate.

ABS IV Notes

In February 2022, the Company formed Diversified ABS IV LLC ("ABS IV"), a limited-purpose, bankruptcy-remote, wholly-owned subsidiary, to issue BBB rated asset-backed securities in an aggregate principal amount of $160,000 at par. The ABS IV Notes are secured by a portion of the upstream producing assets acquired in connection with the Blackbeard Acquisition.

The ABS IV Notes accrue interest at a stated 4.95% rate per annum and have a final maturity date of February 2037 with an amortizing maturity of September 2030. Interest and principal payments on the ABS IV Notes are payable on a monthly basis. During the year ended December 31, 2022, the Company incurred $6,235 in interest related to the ABS IV Notes. The fair value of the ABS IV Notes approximates the carrying value as of December 31, 2022.

In the event that ABS IV has cash flow in excess of the required payments, ABS IV is required to pay between 50% and 100% of the excess cash flow, contingent on certain performance metrics, as additional principal, with the remaining excess cash flow, if any, remaining with the Company. In particular, (a) if the DSCR as of any payment date is greater than or equal to 1.25 to 1.00, then 0%, (ii) if the DSCR as of such payment date is less than 1.25 to 1.00 but greater than or equal to 1.15 to 1.00, then 50%, and (iii) if the DSCR as of such Payment Date is less than 1.15 to 1.00, then 100%; (b) if the production tracking rate for ABS IV is less than 80%, then 100%, else 0%; and (c) if the LTV for ABS IV is greater than 65%, then 100%, else 0%.

In addition, in connection with the issuance of the ABS IV Notes, the Company retained an independent international provider of ESG research and services to provide and maintain a "sustainability score" with respect to Diversified Energy Company PLC and to the extent such score is below a minimum threshold established at the time of issue of the ABS IV Notes, the interest payable with respect to the subsequent interest accrual period will increase by five basis points. This score is not dependent on the Company meeting or exceeding any sustainability performance metrics but rather an overall assessment of its corporate ESG profile. Further, this score is not dependent on the use of proceeds of the ABS IV Notes and there were no such restrictions on the use of proceeds other than pursuant to the terms of the Company's Credit Facility. The Company informs the ABS IV note holders in monthly note holder statements as to any change in interest rate payable on the ABS IV Notes as a result of the change in this sustainability score. While the Company is not required to publicly release this score, it will provide the score as of the date of its semi-annual or annual report, as determined by the timing of such updated score, along with the weighted average interest rate paid on the ABS IV Notes as a result of any such five basis point change in interest rate.

ABS V Notes

In May 2022, the Company formed Diversified ABS V LLC ("ABS V"), a limited-purpose, bankruptcy-remote, wholly-owned subsidiary, to issue BBB rated asset-backed securities in an aggregate principal amount of $445,000 at par. The ABS V Notes are secured by a majority of the Company's remaining upstream assets in Appalachia that were not securitized by previous ABS transactions.

The ABS V Notes accrue interest at a stated 5.78% rate per annum and have a final maturity date of May 2039 with an amortizing maturity of December 2030. Interest and principal payments on the ABS V Notes are payable on a monthly basis. During the year ended December 31, 2022, the Company incurred $14,319 in interest related to the ABS V Notes. The fair value of the ABS V Notes approximates the carrying value as of December 31, 2022.

Based on whether certain performance metrics are achieved, ABS V could be required to apply 50% to 100% of any excess cash flow to make additional principal payments. In particular, (a) (i) if the DSCR as of any payment date is greater than or equal to 1.25 to 1.00, then 0%, (ii) if the DSCR as of such payment date is less than 1.25 to 1.00 but greater than or equal to 1.15 to 1.00, then 50%, and (iii) if the DSCR as of such payment date is less than 1.15 to 1.00, then 100%; (b) if the production tracking rate for ABS V is less than 80%, then 100%, else 0%; and (c) if the LTV for ABS V is greater than 65%, then 100%, else 0%.

In addition, a "second party opinion provider" certified the terms of the ABS V Notes as being aligned with the framework for sustainability-linked bonds of the International Capital Markets Association ("ICMA"), applicable to bond instruments for which the financial and/or structural characteristics vary depending on whether predefined ESG objectives, or SPTs, are achieved. The framework has five key components (1) the selection of key performance indicators ("KPIs"), (2) the calibration of SPTs, (3) variation of bond characteristics depending on whether the KPIs meet the SPTs, (4) regular reporting of the status of the KPIs and whether SPTs have been met and (5) independent verification of SPT performance by an external reviewer such as an auditor or environmental consultant. Unlike the ICMA's framework for green bonds, its framework for sustainability-linked bonds do not require a specific use of proceeds.

The ABS V Notes contain two SPTs. The Company must achieve, and have certified by April 28, 2027 (1) a reduction in Scope 1 and Scope 2 GHG emissions intensity to 2.85 MT CO_2e/MMcfe, and/or (2) a reduction in Scope 1 natural gas emissions intensity to 1.12 MT CO_2e/MMcfe. For each of these SPTs that the Company fails to meet, or have certified by an external verifier that it has met, by April 28, 2027, the interest rate payable with respect to the ABS V Notes will be increased by 25 basis points. In each case, an independent third-party assurance provider will be required to certify the Company's performance of the above SPTs by the applicable deadlines. Though the Company is not required to do so, it intends to disclose this certification on an annual basis in its semi-annual or annual report, as determined by the timing of such certification, along with an overall ESG update.

ABS VI Notes

In October 2022, the Company formed Diversified ABS VI LLC ("ABS VI"), a limited-purpose, bankruptcy-remote, wholly-owned subsidiary, to issue, jointly with Oaktree, BBB+ rated asset-backed securities in an aggregate principal amount of $460,000 ($235,750 to the Company, before fees, representative of its 51.25% ownership interest in the collateral assets). The ABS VI Notes were issued at a 2.63% discount and are secured primarily by the upstream assets that were jointly acquired with Oaktree in the 2021 Tapstone acquisition. Similar to the accounting treatment described in Note 3 for acquisitions performed in connection with Oaktree, DEC has recorded it's proportionate share of the note in its Consolidated Statement of Financial Position.

The ABS VI Notes accrue interest at a stated 7.50% rate per annum and have a final maturity date of November 2039 with an amortizing maturity of October 2031. Interest and principal payments on the ABS VI Notes are payable on a monthly basis. During the year ended December 31, 2022, the Company incurred $3,300 in interest related to the ABS VI Notes. The fair value of the ABS VI Notes approximates the carrying value as of December 31, 2022.

Based on whether certain performance metrics are achieved, ABS VI could be required to apply 50% to 100% of any excess cash flow to make additional principal payments. In particular, (a) (i) If the DSCR as of the applicable Payment Date is less than 1.15 to 1.00, then 100%, (ii) if the DSCR as of such Payment Date is greater than or equal to 1.15 to 1.00 and less than 1.25 to 1.00, then 50%, or (iii) if the DSCR as of such Payment Date is greater than or equal to 1.25 to 1.00, then 0%; (b) if the production tracking rate for ABS VI is less than 80%, then 100%, else 0%; and (c) if the LTV for ABS VI is greater than 75%, then 100%, else 0%.

In addition, a "second party opinion provider" certified the terms of the ABS VI Notes as being aligned with the framework for sustainability-linked bonds of the International Capital Markets Association ("ICMA"), applicable to bond instruments for which the financial and/or structural characteristics vary depending on whether predefined ESG objectives, or SPTs, are achieved. The framework has five key components (1) the selection of key performance indicators ("KPIs"), (2) the calibration of SPTs, (3) variation of bond characteristics depending on whether the KPIs meet the SPTs, (4) regular reporting of the status of the KPIs and whether SPTs have been met and (5) independent verification of SPT performance by an external reviewer such as an auditor or environmental consultant. Unlike the ICMA's framework for green bonds, its framework for sustainability-linked bonds do not require a specific use of proceeds.

The ABS VI Notes contain two SPTs. The Company must achieve, and have certified by May 28, 2027 (1) a reduction in Scope 1 and Scope 2 GHG emissions intensity to 2.85 MT CO_2e/MMcfe, and/or (2) a reduction in Scope 1 natural gas emissions intensity to 1.12 MT CO_2e/MMcfe. For each of these SPTs that the Company fails to meet, or have certified by an external verifier that it has met, by May 28, 2027, the interest rate payable with respect to the ABS VI Notes will be increased by 25 basis points. In each case, an independent third-party assurance provider will be required to certify the Company's performance of the above SPTs by the applicable deadlines. Though the Company is not required to do so, it intends to disclose this certification on an annual basis in its semi-annual or annual report, as determined by the timing of such certification, along with an overall ESG update.

Debt Covenants — ABS I, II, III, IV, V and VI Notes (Collectively, The "ABS Notes") and Term Loan I

The ABS Notes and Term Loan I are subject to a series of covenants and restrictions customary for transactions of this type, including (i) that the Issuer maintains specified reserve accounts to be used to make required interest payments in respect of the ABS Notes and Term Loan I, (ii) provisions relating to optional and mandatory prepayments and the related payment of specified amounts, including specified make-whole payments in the case of the ABS Notes and Term Loan I under certain circumstances, (iii) certain indemnification payments in the event, among other things, that the assets pledged as collateral for the ABS Notes and Term Loan I are used in stated ways defective or ineffective, (iv) covenants related to recordkeeping, access to information and similar matters, and (v) the Issuer will comply with all laws and regulations which it is subject to including ERISA, environmental laws, and the USA Patriot Act (ABS III-VI only).

The ABS Notes and Term Loan I are also subject to customary accelerated amortization events provided for in the indenture, including events tied to failure to maintain stated debt service coverage ratios, failure to maintain certain production metrics, certain change of control and management termination events, and event of default and the failure to repay or refinance the ABS Notes and Term Loan I on the applicable scheduled maturity date.

The ABS Notes and Term Loan I are subject to certain customary events of default, including events relating to non-payment of required interest, principal, or other amounts due on or with respect to the ABS Notes and Term Loan I, failure to comply with covenants within certain time frames, certain bankruptcy events, breaches of specified representations and warranties, failure of security interests to be effective and certain judgments.

As of December 31, 2022 the Company was in compliance with all financial covenants for the ABS Notes, Term Loan I and the Credit Facility.

The following table provides a reconciliation of the Company's future maturities of its total borrowings as of the reporting date as follows:

	December 31, 2022	December 31, 2021
Not later than one year	$ 271,096	$ 58,820
Later than one year and not later than five years	778,887	811,964
Later than five years	448,183	170,881
Total borrowings	**$1,498,166**	**$1,041,665**

The following table represents the Company's finance costs for each of the periods presented:

	Year Ended		
	December 31, 2022	December 31, 2021	December 31, 2020
Interest expense, net of capitalized and income amounts[(a)]	$ 86,840	$42,370	$34,391
Amortization of discount and deferred finance costs	13,903	8,191	8,334
Other	56	67	602
Total finance costs	**$100,799**	**$50,628**	**$43,327**

(a) Includes payments related to borrowings and leases.

Reconciliation of borrowings arising from financing activities:

	Year Ended		
	December 31, 2022	December 31, 2021	December 31, 2020
Balance at beginning of period	**$ 1,010,355**	**$ 717,240**	**$ 622,288**
Acquired as part of a business combination	2,437	3,801	—
Proceeds from borrowings	2,587,554	1,727,745	799,650
Repayments of borrowings	(2,139,686)	(1,436,367)	(705,314)
Costs incurred to secure financing	(34,234)	(10,255)	(7,799)
Amortization of discount and deferred financing costs	13,903	8,191	8,334
Cash paid for interest	(82,936)	(41,623)	(34,335)
Finance costs and other	82,936	41,623	34,416
Balance at end of period	**$ 1,440,329**	**$ 1,010,355**	**$ 717,240**

NOTE 22 — TRADE AND OTHER PAYABLES

The following table includes a detail of trade and other payables. The fair value approximates the carrying value as of the periods presented:

	December 31, 2022	December 31, 2021
Trade payables	$90,437	$61,612
Other payables	3,327	806
Total trade and other payables	**$93,764**	**$62,418**

Trade and other payables are unsecured, non-interest bearing and paid as they become due.

NOTE 23 — OTHER LIABILITIES

The following table includes details of other liabilities as of the periods presented:

	December 31, 2022	December 31, 2021
Other non-current liabilities		
Other non-current liabilities[(a)]	5,375	7,775
Total other non-current liabilities	**$ 5,375**	**$ 7,775**
Other current liabilities		
Accrued expenses[(b)]	$140,058	$139,648
Taxes payable[(c)]	41,907	53,629
Net revenue clearing[(d)]	186,244	137,366
Asset retirement obligations – current	4,529	3,399
Revenue to be distributed[(e)]	90,899	57,006
Total other current liabilities	**$463,637**	**$391,048**

(a) Other non-current liabilities primarily represent the long-term portion of the value associated with the upfront promote received from Oaktree. The upfront promote allows the Company to obtain a 51.25% interest for tranche I deals and 52.50% interest for tranche II deals in the net assets associated with the acquisition while only paying 50% of the total consideration. The upfront promote is intended to compensate the Company for the administrative expansion necessary with acquired growth and is amortized to G&A expense over the life of the promote.

(b) As of December 31, 2022 accrued expenses primarily consisted of $61,896 for hedge settlements payables. The remaining balance consisted of accrued capital projects and operating expenses which naturally increased with our growth. As of December 31, 2021 accrued expenses primarily consisted of the $22,503 for the Carbon and EQT contingent consideration and $44,085 for hedge settlements payables. The remaining balance consisted of accrued capital projects and operating expenses which naturally increased with our growth.

(c) The decrease in taxes payable year-over-year was primarily attributable to the $33,526 capital gain payable on the Tapstone acquisition in 2021 that was paid in 2022 resulting from this transaction being treated as a stock deal for tax purposes. The Company received a purchase price concession from Oaktree as a result of this tax treatment to share the payable between the parties. Remaining taxes payable were attributable to the Company's customary operations.

(d) Net revenue clearing is estimated revenue that is payable to third-party working interest owners. The year-over-year increase, similar to commodity receivables, is a result of higher commodity prices year-over-year, the Company's growth from acquisitions and Oaktree's participation in a number of the Company's recent acquisitions.

(e) Revenue to be distributed is revenue that is payable to third-party working interest owners, but has yet to be paid due to title, legal, ownership or other issues. The Company releases the underlying liability as the aforementioned issues become resolved. As the timing of resolution is unknown, the Company records the balance as a current liability. As of December 31, 2022, revenue to be distributed increased year-over-year as a result of the Company's growth and the increase in commodity prices experienced in 2022. As of December 31, 2021, revenue to be distributed increased year-over-year as a result of the Central Region acquisitions while the remaining change was attributable to recurring operating activity and increases in commodity prices.

NOTE 24 — FAIR VALUE AND FINANCIAL INSTRUMENTS

Fair Value

The fair value of an asset or liability is the price that would be received to sell that asset or paid to transfer that liability in an orderly transaction occurring in the principal market (or most advantageous

market in the absence of a principal market) for such asset or liability. In estimating fair value, the Company utilizes valuation techniques that are consistent with the market approach, the income approach and/or the cost approach. Such valuation techniques are consistently applied. Inputs to valuation techniques include the assumptions that market participants would use in pricing an asset or liability. IFRS 13, Fair Value Measurement ("IFRS 13") establishes a fair value hierarchy for valuation inputs that gives the highest priority to quoted prices in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. The fair value hierarchy is defined as follows:

Level 1: Inputs are unadjusted, quoted prices in active markets for identical assets at the measurement date.

Level 2: Inputs (other than quoted prices included in Level 1) can include the following:

(1) Observable prices in active markets for similar assets;

(2) Prices for identical assets in markets that are not active;

(3) Directly observable market inputs for substantially the full term of the asset; and

(4) Market inputs that are not directly observable but are derived from or corroborated by observable market data.

Level 3: Unobservable inputs which reflect the Directors' best estimates of what market participants would use in pricing the asset at the measurement date.

Financial Instruments

Working Capital

The carrying values of cash and cash equivalents, trade receivables, other current assets, accounts payable and other current liabilities in the Consolidated Statement of Financial Position approximate fair value because of their short-term nature. For trade receivables, the Company applies the simplified approach permitted by IFRS 9, Financial Instruments ("IFRS 9"), which requires expected lifetime losses to be recognized from initial recognition of the receivables. Financial liabilities are initially measured at fair value and subsequently measured at amortized cost.

For borrowings, derivative financial instruments, and leases the following methods and assumptions were used to estimate fair value:

Borrowings

The fair values of the Company's ABS Notes and Term Loan I are considered to be a Level 2 measurement on the fair value hierarchy. The carrying values of the borrowings under the Company's Credit Facility (to the extent utilized) approximates fair value because the interest rate is variable and reflective of market rates. The Company considers the fair value of its Credit Facility to be a Level 2 measurement on the fair value hierarchy.

Leases

The Company initially measures the lease liability at the present value of the future lease payments. The lease payments are discounted using the interest rate implicit in the lease. When this rate cannot be readily determined, the Company uses its incremental borrowing rate.

Derivative Financial Instruments

The Company measures the fair value of its derivative financial instruments based upon a pricing model that utilizes market-based inputs, including, but not limited to, the contractual price of the underlying position, current market prices, natural gas and liquids forward curves, discount rates such as the U.S. Treasury yields, SOFR curve, and volatility factors.

The Company has classified its derivative financial instruments into the fair value hierarchy depending upon the data utilized to determine their fair values. The Company's fixed price swaps (Level 2) are estimated using third-party discounted cash flow calculations using the NYMEX futures index for natural gas and oil derivatives and OPIS for NGLs derivatives. The Company utilizes discounted cash flow models for valuing its interest rate derivatives (Level 2). The net derivative values attributable to the Company's interest rate derivative contracts as of December 31, 2022 are based on (i) the contracted notional amounts, (ii) active market-quoted SOFR yield curves and (iii) the applicable credit-adjusted risk-free rate yield curve.

The Company's call options, put options, collars and swaptions (Level 2) are valued using the Black-Scholes model, an industry standard option valuation model that takes into account inputs such as contract terms, including maturity, and market parameters, including assumptions of the NYMEX and OPIS futures index, interest rates, volatility and credit worthiness. Inputs to the Black-Scholes model, including the volatility input are obtained from a third-party pricing source, with independent verification of the most significant inputs on a monthly basis. A change in volatility would result in a change in fair value measurement, respectively.

The Company's basis swaps (Level 2) are estimated using third-party calculations based upon forward commodity price curves.

Contingent Consideration

These liabilities represent the estimated fair value of potential future payments the Company may be required to remit under the terms of historical purchase agreements entered into for asset acquisitions and business combinations. In instances when the contingent consideration relates to the acquisition of a group of assets, the Company records changes in the fair value of the contingent consideration through the basis of the asset acquired rather than through Other income (expense) in the Consolidated Statement of Comprehensive Income as it does for business combinations. During the years ended December 31, 2022, 2021 and 2020, the Company recorded $1,036, $9,482 and $2,402, respectively, in revaluations related to contingent consideration associated with asset acquisitions and none, $8,963 and $567, respectively, associated with business combinations.

The contingent consideration represented on the Company's financial statements is associated with the Carbon and EQT acquisitions. The maximum contingent consideration payment of $15,000 associated with the Carbon acquisitions and the remaining contingent consideration payment of $8,547 associated with EQT acquisitions was made during the year ended December 31, 2022, settling both contingencies in their entirety.

The Company remeasures the fair value of the contingent consideration at each reporting period. This estimate requires assumptions to be made, including forecasting the NYMEX Henry Hub natural gas settlement prices relative to stated floor and target prices in future periods. In determining the fair value of the contingent consideration liability, the Company used the Monte Carlo simulation model, which considers unobservable input variables, representing a Level 3 measurement. While valued under this technique, presently there are no remaining contingent payments.

There were no transfers between fair value levels for the year ended December 31, 2022.

The following table includes the Company's financial instruments as at the periods presented:

	December 31, 2022	December 31, 2021
Cash and cash equivalents	$ 7,329	$ 12,558
Trade receivables and accrued income	296,781	282,922
Other non-current assets[(a)]	4,351	3,635
Other current assets[(b)]	—	25,004
Other non-current liabilities[(c)]	(1,669)	(7,775)
Other current liabilities[(d)]	(417,201)	(334,020)
Derivative financial instruments at fair value	(1,429,966)	(807,398)
Leases	(28,862)	(27,804)
Borrowings	(1,498,166)	(1,041,665)
Total	**$(3,067,403)**	**$(1,894,543)**

(a) Excludes indemnification receivables.

(b) Excludes prepaid expenses, deposits and inventory.

(c) Excludes the long-term portion of the value associated with the upfront promote received from Oaktree.

(d) Includes accrued expenses, net revenue clearing and revenue to be distributed. Excludes taxes payable and asset retirement obligations.

NOTE 25 — FINANCIAL RISK MANAGEMENT

The Company is exposed to a variety of financial risks such as market risk, credit risk, liquidity risk, capital risk and collateral risk. The Company manages these risks by monitoring the unpredictability of financial markets and seeking to minimize potential adverse effects on its financial performance on a continuous basis.

The Company's principal financial liabilities are comprised of borrowings, leases and trade and other payables, used primarily to finance and financially guarantee its operations. The Company's principal financial assets include cash and cash equivalents and trade and other receivables derived from its operations.

The Company also enters into derivative financial instruments which, depending on market dynamics, are recorded as assets or liabilities. To assist with the design and composition of its hedging program, the Company engages a specialist firm with the appropriate skills and experience to manage its risk management derivative-related activities.

Market Risk

Market risk is the possibility that the fair value of future cash flows of a financial instrument will fluctuate due to changes in market prices. Market risk is comprised of two types of risk: interest rate risk and commodity price risk. Financial instruments affected by market risk include borrowings and derivative financial instruments. Derivative and non-derivative financial instruments are used to manage market price risks resulting from changes in commodity prices and foreign exchange rates, which could have a negative effect on assets, liabilities or future expected cash flows.

Interest Rate Risk

The Company is subject to market risk exposure related to changes in interest rates. The Company's borrowings primarily consist of fixed-rate amortizing notes and its variable rate Credit Facility as illustrated below.

	December 31, 2022		December 31, 2021	
	Borrowings	Interest Rate[a]	Borrowings	Interest Rate[a]
ABS Notes and Term Loan I	$1,435,082	5.70%	$461,685	5.54%
Credit Facility	56,000	7.42%	570,600	3.50%

(a) The interest rate on the ABS Notes and Term Loan I borrowings represents the weighted average fixed-rate of the notes while the interest rate presented for the Credit Facility represents the floating rate as of December 31, 2022 and 2021, respectively. During the year ended December 31, 2022, the Credit Facility transitioned from LIBOR to SOFR during a the regular spring redetermination. The Company did not experience a material impact from the transition.

Refer to Note 21 for additional information regarding the ABS Notes, Term Loan I and Credit Facility. The table below represents the impact of a 100 basis point adjustment in the borrowing rate for the Credit Facility and the corresponding impact on finance costs. This represents a reasonably possible change in interest rate risk.

Credit Facility Interest Rate Sensitivity	December 31, 2022	December 31, 2021
+100 Basis Points	$ 560	$ 5,706
-100 Basis Points	$(560)	$(5,706)

During 2022, the Company entered into four ABS financing arrangements with fixed interest rates decreasing exposure to rising short-term interest rates. The Company strives to maintain a prudent balance of floating and fixed-rate borrowing exposure, particularly during uncertain market conditions. As part of the Company's risk mitigation strategy from time to time the Company enters into swap arrangements to increase or decrease exposure to floating or fixed- interest rates to account for changes in the composition of borrowings in its portfolio. As a result, the total principal hedged through the use of derivative financial instruments varies from period to period. The fair value of the Company's interest rate swaps represents a liability of $3,228 and $91 as of December 31, 2022 and 2021, respectively. Refer to Note 13 for additional information regarding derivative financial instruments.

Commodity Price Risk

The Company's revenues are primarily derived from the sale of its natural gas, NGLs and oil production, and as such, the Company is subject to commodity price risk. Commodity prices for natural gas, NGLs and oil can be volatile and can experience fluctuations as a result of relatively small changes in supply, weather conditions, economic conditions and government actions. For the years ended December 31, 2022, 2021 and 2020, the Company's commodity revenue was $1,873,011, $973,107 and $381,662, respectively. The Company enters into derivative financial instruments to mitigate the risk of fluctuations in commodity prices. The total volumes hedged through the use of derivative financial instruments varies from period to period, but generally the Company's objective is to hedge at least 65% for the next 12 months, at least 50% in months 13 to 24, and a minimum of 30% in months 25 to 36, of its anticipated production volumes. Refer to Note 13 for additional information regarding derivative financial instruments.

By removing price volatility from a significant portion of the Company's expected production through 2032, it has mitigated, but not eliminated, the potential effects of changing prices on its operating cash flow for those periods. While mitigating negative effects of falling commodity prices, these derivative contracts also limit the benefits the Company would receive from increases in commodity prices.

Credit and Counterparty Risk

The Company is exposed to credit and counterparty risk from the sale of its natural gas, NGLs and oil. Trade receivables from customers are amounts due for the purchase of natural gas, NGLs and oil. Collectability is dependent on the financial condition of each customer. The Company reviews the financial condition of customers prior to extending credit and generally does not require collateral in support of their trade receivables. The Company had no customers that comprised over 10% of its total trade receivables

from customers as of December 31, 2022, and one customer that comprised 13% of its total trade receivables from customers as of December 31, 2021. As of December 31, 2022 and 2021, the Company's trade receivables from customers were $278,030 and $268,375, respectively.

The Company is also exposed to credit risk from joint interest owners, entities that own a working interest in the properties operated by the Company. Joint interest receivables are classified in trade receivables, net in the Consolidated Statement of Financial Position. The Company has the ability to withhold future revenue payments to recover any non-payment of joint interest receivables. As of December 31, 2022 and 2021, the Company's joint interest receivables were $18,751 and $14,547, respectively.

The majority of trade receivables are current and the Company believes these receivables are collectible. Refer to Note 3 for additional information.

Liquidity Risk

Liquidity risk is the possibility that the Company will not be able to meet its financial obligations as they are due. The Company manages this risk by maintaining adequate cash reserves through the use of cash from operations and borrowing capacity on the Credit Facility. The Company also continuously monitors its forecast and actual cash flows to ensure it maintains an appropriate amount of liquidity. The amounts disclosed in the following table are the contractual cash flows. Balances due within 12 months equal their carrying balances, because the impact of discounting is not significant.

	Not Later Than One Year	Later Than One Year and Not Later Than Five Years	Later Than Five Years	Total
For the year ended December 31, 2022				
Trade and other payables	$ 93,764	$ —	$ —	$ 93,764
Borrowings	271,096	778,887	448,183	1,498,166
Leases	9,293	19,569	—	28,862
Other liabilities[(a)]	326,302	5,375	—	331,677
Total	**$700,455**	**$803,831**	**$448,183**	**$1,952,469**
For the year ended December 31, 2021				
Trade and other payables	$ 62,418	$ —	$ —	$ 62,418
Borrowings	58,820	811,964	170,881	1,041,665
Leases	9,627	18,177	—	27,804
Other liabilities[(a)]	277,014	7,775	—	284,789
Total	**$407,879**	**$837,916**	**$170,881**	**$1,416,676**

(a) Represents accrued expenses and net revenue clearing. Excludes taxes payable, asset retirement obligations, revenue to be distributed and the long-term portion of the value associated with the upfront promote received from Oaktree.

Capital Risk

The Company defines capital as the total of equity shareholders' funds and long-term borrowings net of available cash balances. The Company's objectives when managing capital are to provide returns for shareholders and safeguard the ability to continue as a going concern while pursuing opportunities for growth through identifying and evaluating potential acquisitions and constructing new infrastructure on existing proved leaseholds. The Directors do not establish a quantitative return on capital criteria, but rather promote year-over-year Adjusted EBITDA growth. The Company seeks to maintain a Leverage target at or below 2.5x.

Collateral Risk

The Company has pledged 100% of its upstream natural gas and oil properties in Appalachia and the upstream natural gas and oil properties in the Barnett Shale (excluding those in the Alliance, Texas area,

which have been pledged under the Credit Facility) as of December 31, 2022 to fulfil the collateral requirements for borrowings under the ABS Notes and Term Loan I. The Company's remaining natural gas and oil properties collateralize the Credit Facility. The fair value of the borrowings collateral is based on a third-party engineering reserve calculation using estimated cash flows discounted at 10% and a commodities futures price schedule. Refer to Notes 5 and 21 for additional information regarding acquisitions and borrowings, respectively.

NOTE 26 — CONTINGENCIES

Litigation And Regulatory Proceedings

The Company is involved in various pending legal issues that have arisen in the ordinary course of business. The Company accrues for litigation, claims and proceedings when a liability is both probable and the amount can be reasonably estimated. As of December 31, 2022, the Company did not have any material amounts accrued related to litigation or regulatory matters. For any matters not accrued for, it is not possible to estimate the amount of any additional loss, or range of loss that is reasonably possible, but, based on the nature of the claims, management believes that current litigation, claims and proceedings are not, individually or in aggregate, after considering insurance coverage and indemnification and reasonably expected outcomes, likely to have a material adverse impact on the Company's financial position, results of operations or cash flows.

The Company has no other contingent liabilities that would have a material impact on the Company's financial position, results of operations or cash flows.

Environmental Matters

The Company's operations are subject to environmental regulation in all the jurisdictions in which it operates, and it was in compliance as of December 31, 2022. The Company is unable to predict the effect of additional environmental laws and regulations which may be adopted in the future, including whether any such laws or regulations would adversely affect its operations. The Company can offer no assurance regarding the significance or cost of compliance associated with any such new environmental legislation once implemented.

NOTE 27 — RELATED PARTY TRANSACTIONS

Martin K. Thomas currently serves as a consultant at Wedlake Bell LLP, the former UK legal advisor to the company, where he was formerly a partner. During 2020, the Company paid fees of $41 (£33) to the former related party legal advisor. The Company had no related party activity in 2022 or 2021.

NOTE 28 — SUBSEQUENT EVENTS

The Company determined the need to disclose the following material transactions that occurred subsequent to December 31, 2022, which have been described within each relevant footnote as follows:

Description	Footnote
Acquisitions and Divestitures	Note 5
Share Capital	Note 16
Dividends	Note 18

NOTE 29 — SUPPLEMENTAL NATURAL GAS AND OIL INFORMATION (UNAUDITED)

Estimated Reserves

The process of estimating quantities of "proved" and "proved developed" reserves is very complex, requiring significant subjective decisions in the evaluation of all available geological, engineering and economic data for each reservoir. The data for a given reservoir may also change substantially over time as a result of numerous factors including, but not limited to, additional development activity, evolving

production history and continual reassessment of the viability of production under varying economic conditions. As a result, revisions to existing reserve estimates may occur from time to time. Although every reasonable effort is made to ensure that reserve estimates reported represent the most accurate assessments possible, the subjective decisions and variances in available data for various reservoirs make these estimates generally less precise than other estimates included in the financial statement disclosures.

For each of the years ended December 31, 2020, 2021 and 2022 in the table below, the estimated proved reserves were independently evaluated by our independent engineers, NSAI, in accordance with petroleum engineering and evaluation standards published by the Society of Petroleum Evaluation Engineers and definitions and guidelines established by the SEC. Accordingly, the following reserve estimates are based upon existing economic and operating conditions. Reserve estimates are inherently imprecise, and the Company's reserve estimates are generally based upon extrapolation of historical production trends, historical prices of natural gas and oil, and analogy to similar properties and volumetric calculations. Accordingly, the Company's estimates are expected to change, and such changes could be material and occur in the near term as future information becomes available.

The following table summarizes the changes in the Company's net proved reserves for the periods presented, all of which were located in the U.S.:

	Natural Gas (MMcf)	NGLs (MBbls)	Oil (MBbls)	Total (MBoe)
December 31, 2019	**2,786,622**	**66,944**	**4,598**	**535,979**
Revisions of previous estimates[(a)]	(370,257)	(3,813)	(388)	(65,911)
Extensions, discoveries and other additions	—	—	—	—
Production	(199,667)	(2,843)	(417)	(36,538)
Purchase of reserves in place[(b)]	646,311	—	1,062	108,781
Sales of reserves in place[(c)]	(2,217)	(82)	(95)	(547)
December 31, 2020	**2,860,792**	**60,206**	**4,760**	**541,765**
Revisions of previous estimates[(a)]	498,927	4,045	3,052	90,251
Extensions, discoveries and other additions	—	—	—	—
Production	(234,643)	(3,558)	(592)	(43,257)
Purchase of reserves in place[(b)]	1,019,944	32,698	7,397	210,086
Sales of reserves in place[(c)]	(135,983)	(4,311)	(365)	(27,340)
December 31, 2021	**4,009,037**	**89,080**	**14,252**	**771,505**
Revisions of previous estimates[(a)]	306,696	11,694	492	63,302
Extensions, discoveries and other additions	13,098	1	37	2,221
Production	(255,597)	(5,200)	(1,554)	(49,354)
Purchase of reserves in place[(b)]	281,345	6,356	1,927	55,174
Sales of reserves in place[(c)]	(4,968)	—	(324)	(1,152)
December 31, 2022	**4,349,611**	**101,931**	**14,830**	**841,696**

(a) During 2020, the net downward revision of 65,911 MBoe was primarily related to a lower commodity price environment in 2020 than that of 2019. During 2021, commodity market pricing began to rebound from the COVID-19 pandemic lows driving a net upward revision of 90,251 MBoe. During 2022, commodity market pricing was volatile and increased significantly due to the war between Russia and Ukraine as well as other geopolitical factors. These factors primarily drove a net upward revision of 64,344 MBoe due to changes in pricing that impacted well economics. These increases were then offset in part by a 1,042 MBoe downward revision for changes in timing.

(b) During 2020, purchases of reserves in place were primarily related to the EQT and Carbon acquisitions. During 2021, purchases of reserves in place were primarily related to the Indigo, Tanos, Blackbeard,

and Tapstone acquisitions. During 2022, purchases of reserves in place were primarily related to the East Texas Assets and ConocoPhillips acquisitions. Refer to Note 5 for additional information about acquisitions.

(c) During 2020 sales of reserves were primarily attributable to the divestitures of non-core assets. During 2021 and 2022 sales of reserves in place were primarily related to the divestitures of non-core assets. Refer to Note 5 for additional information about divestitures.

	Natural Gas (MMcf)	NGLs (MBbls)	Oil (MBbls)	Total (MBoe)
Total proved reserves as of:				
December 31, 2020	2,860,792	60,206	4,760	541,765
December 31, 2021	4,009,037	89,080	14,252	771,505
December 31, 2022	4,349,611	101,931	14,830	841,696
Total proved developed reserves as of:				
December 31, 2020	2,860,792	60,206	4,760	541,765
December 31, 2021	4,008,160	89,071	13,823	770,921
December 31, 2022	4,340,779	101,931	14,830	840,224
Total proved undeveloped reserves as of:				
December 31, 2020	—	—	—	—
December 31, 2021	877	9	429	584
December 31, 2022	8,832	—	—	1,472

Capitalized Costs Relating to Natural Gas and Oil Producing Activities

Capitalized costs relating to natural gas and oil producing activities and related accumulated depreciation, depletion and amortization were as follows:

	December 31, 2022	December 31, 2021	December 31, 2020
Proved properties	$3,062,463	$2,866,353	$1,968,557
Unproved properties	—	—	—
Total capitalized costs	**3,062,463**	**2,866,353**	**1,968,557**
Less: Accumulated depreciation, depletion and amortization	(506,655)	(336,275)	(213,472)
Net capitalized costs	**$2,555,808**	**$2,530,078**	**$1,755,085**

Costs Incurred in Natural Gas and Oil Property Acquisition, Exploration and Development Activities

Costs incurred in natural gas and oil property acquisition, exploration and development activities were as follows:

	December 31, 2022	December 31, 2021	December 31, 2020
Proved properties	$260,817	$718,353	$201,228
Unproved properties	—	—	—
Total property acquisition costs	**260,817**	**718,353**	**201,228**
Total development costs	19,670	1,464	—
Total exploration costs	—	—	—
Capitalized interest	—	—	—
Total costs	**$280,487**	**$719,817**	**$201,228**

Standardized Measure of Discounted Future Net Cash Flows

The following information has been developed based on natural gas and crude oil reserve and production volumes estimated by the Company's engineering staff. It can be used for some comparisons, but should not be the only method used to evaluate the Company or its performance. Further, the information in the following table may not represent realistic assessments of future cash flows, nor should the Standardized Measure of Discounted Future Net Cash Flows (the "Standardized Measure") be viewed as representative of the current value of the Company.

The Company believes that the following factors should be taken into account when reviewing the following information:

- Future costs and selling prices will differ from those required to be used in these calculations;
- Due to future market conditions and governmental regulations, actual rates of production in future years may vary significantly from the rate of production assumed in the calculations;
- Selection of a 10% discount rate is arbitrary and may not be a reasonable measure of the relative risk that is part of realizing future net natural gas and oil revenues; and
- Future net cash flows may be subject to different rates of income taxation.

Under the Standardized Measure, future cash inflows were estimated by using the 12-month average index price for the respective commodity, calculated as the unweighted arithmetic average for the first day of the month price for each month during the year. Prices used for the Standardized Measure (adjusted for basis and quality differentials) were as follows:

	December 31, 2022	December 31, 2021	December 31, 2020
Natural gas (Mcf)	$ 6.29	$ 3.26	$ 1.89
NGLs (Bbls)	$43.68	$29.19	$ 5.01
Oil (Bbls)	$94.01	$62.55	$34.95

Future cash inflows were reduced by estimated future development and production costs based on year-end costs to arrive at net cash flow before tax. Future income tax expense was computed by applying year-end statutory tax rates to future pretax net cash flows, less the tax basis of the properties involved and utilization of available tax carryforwards related to natural gas and oil operations. The applicable accounting standards require the use of a 10% discount rate.

Management does not solely use the following information when making investment and operating decisions. These decisions are based on a number of factors, including estimates of proved reserves and varying price and cost assumptions considered more representative of a range of anticipated economic conditions. The Standardized Measure is as follows:

	December 31, 2022	December 31, 2021	December 31, 2020
Future cash inflows	$32,155,117	$16,283,927	$ 5,885,765
Future production costs	(8,923,660)	(5,773,240)	(2,981,059)
Future development costs[(a)]	(1,902,297)	(1,818,190)	(1,570,606)
Future income tax expense	(5,001,823)	(1,644,625)	(167,058)
Future net cash flows	**16,327,337**	**7,047,872**	**1,167,042**
10% annual discount for estimated timing of cash flows	(9,584,237)	(3,714,781)	(161,735)
Standardized Measure	**$ 6,743,100**	**$ 3,333,091**	**$ 1,005,307**

(a) Includes $1,698,105, $1,615,461 and $1,570,606 in plugging and abandonment costs for the years ended December 31, 2022, 2021 and 2020, respectively.

Future cash inflows were reduced by estimated future production and development costs based on year-end costs to determine pre-tax cash inflows. Future income taxes were computed by applying the year-end statutory rate to the excess of pre-tax cash inflows over the Company's tax basis in the associated proved gas and oil properties after giving effect to permanent differences and tax credits.

Changes in the Standardized Measure were as follows:

	December 31, 2022	December 31, 2021	December 31, 2020
Standardized Measure, beginning of year	$ 3,333,091	$1,005,307	$1,345,964
Sales and transfers of natural gas and oil produced, net of production costs	(1,498,272)	(742,375)	(230,514)
Net changes in prices and production costs	5,137,373	2,411,163	(576,664)
Extensions, discoveries, and other additions, net of future production and development costs	28,038	—	—
Acquisition of reserves in place	555,773	980,837	213,210
Divestiture of reserves in place	(8,303)	(145,434)	(2,623)
Revisions of previous quantity estimates	702,585	609,100	(215,079)
Net change in income taxes	(1,378,438)	(622,314)	151,355
Changes in estimated future development costs	22,085	(5,612)	138,665
Previously estimated development costs incurred during the year	7,711	—	—
Changes in production rates (timing) and other	(562,245)	(266,273)	23,100
Accretion of discount	403,702	108,692	157,893
Standardized Measure, end of year	**$ 6,743,100**	**$3,333,091**	**$1,005,307**

INDEX TO THE INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

Condensed Consolidated Statement of Comprehensive Income
(Unaudited) (Amounts in thousands, except per share and per unit data)

	Notes	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022
Revenue	5	$ 487,305	$ 933,528
Operating expense	6	(227,299)	(206,357)
Depreciation, depletion and amortization	6	(115,036)	(118,480)
Gross profit		**$ 144,970**	**$ 608,691**
General and administrative expense	6	(55,156)	(114,282)
Gain (loss) on natural gas and oil property and equipment		7,729	1,050
Gain (loss) on derivative financial instruments	7	812,113	(1,673,841)
Gain on bargain purchases	4	—	1,249
Operating profit (loss)		**$ 909,656**	**$(1,177,133)**
Finance costs	11	(67,736)	(39,162)
Accretion of asset retirement obligation	10	(13,991)	(14,003)
Other income (expense)		327	171
Income (loss) before taxation		**$ 828,256**	**$(1,230,127)**
Income tax benefit (expense)		(197,324)	294,877
Net income (loss)		**$ 630,932**	**$ (935,250)**
Other comprehensive income (loss)		(88)	132
Total comprehensive income (loss)		**$ 630,844**	**$ (935,118)**
Net income (loss) attributable to:			
Diversified Energy Company PLC		$ 629,985	$ (937,412)
Non-controlling interest		947	2,162
Net income (loss)		**$ 630,932**	**$ (935,250)**
Earnings (loss) per share attributable to Diversified Energy Company PLC			
Earnings (loss) per share – basic		$ 0.68	$ (1.10)
Earnings (loss) per share – diluted		$ 0.67	$ (1.10)
Weighted average shares outstanding – basic		926,066	849,621
Weighted average shares outstanding – diluted		937,838	849,621

The notes are an integral part of the Interim Condensed Consolidated Financial Statements.

Condensed Consolidated Statement of Financial Position

(Unaudited) (Amounts in thousands, except per share and per unit data)

	Notes	June 30, 2023	December 31, 2022
ASSETS			
Non-current assets:			
Natural gas and oil properties, net		$2,690,050	$ 2,555,808
Property, plant and equipment, net		465,118	462,860
Intangible assets		20,798	21,098
Restricted cash	3	32,402	47,497
Derivative financial instruments	7	35,541	13,936
Deferred tax assets		176,709	371,156
Other non-current assets		3,678	4,351
Total non-current assets		**$3,424,296**	**$ 3,476,706**
Current assets:			
Trade receivables, net		$ 195,038	$ 296,781
Cash and cash equivalents	3	4,208	7,329
Restricted cash	3	8,786	7,891
Derivative financial instruments	7	114,695	27,739
Other current assets		15,982	14,482
Total current assets		**$ 338,709**	**$ 354,222**
Total assets		**$3,763,005**	**$ 3,830,928**
EQUITY AND LIABILITIES			
Shareholders' equity:			
Share capital		$ 13,056	$ 11,503
Share premium		1,208,192	1,052,959
Treasury reserve		(92,811)	(100,828)
Share based payment and other reserves		9,620	17,650
Retained earnings (accumulated deficit)		(590,109)	(1,133,972)
Equity attributable to owners of the parent:		**$ 547,948**	**$ (152,688)**
Non-controlling interests	4	13,050	14,964
Total equity		**$ 560,998**	**$ (137,724)**
Non-current liabilities:			
Asset retirement obligations	10	$ 448,465	$ 452,554
Leases		22,663	19,569
Borrowings	11	1,272,790	1,169,233
Deferred tax liability		11,228	12,490
Derivative financial instruments	7	731,093	1,177,801
Other non-current liabilities	12	2,687	5,375
Total non-current liabilities		**$2,488,926**	**$ 2,837,022**
Current liabilities:			
Trade and other payables		$ 69,744	$ 93,764
Leases		10,645	9,293
Borrowings	11	231,819	271,096
Derivative financial instruments	7	98,172	293,840
Other current liabilities	12	302,701	463,637
Total current liabilities		**$ 713,081**	**$ 1,131,630**
Total liabilities		**$3,202,007**	**$ 3,968,652**
Total equity and liabilities		**$3,763,005**	**$ 3,830,928**

The Interim Condensed Consolidated Financial Statements were approved and authorized for issue by the Board on September 1, 2023 and were signed on its behalf by:

DAVID E. JOHNSON
Chairman of the Board

September 1, 2023

The notes are an integral part of the Interim Condensed Consolidated Financial Statements.

Condensed Consolidated Statement of Changes in Equity

(Unaudited) (Amounts in thousands, except per share and per unit data)

	Notes	Share Capital	Share Premium	Treasury Reserve	Share Based Payment and Other Reserves	Retained Earnings (Accumulated Deficit)	Equity Attributable to Owners of the Parent	Non-Controlling Interest	Total Equity
Balance as of January 1, 2023		**$11,503**	**$1,052,959**	**$(100,828)**	**$17,650**	**$(1,133,972)**	**$(152,688)**	**$14,964**	**$(137,724)**
Income (loss) after taxation		—	—	—	—	629,985	629,985	947	630,932
Other comprehensive income (loss)		—	—	—	—	(88)	(88)	—	(88)
Total comprehensive income (loss)		$ —	$ —	$ —	$ —	**$ 629,897**	$ 629,897	$ 947	**$ 630,844**
Issuance of share capital (equity placement)		1,555	155,233	—	—	—	156,788	—	156,788
Issuance of share capital (equity compensation)		—	—	—	198	(2,005)	(1,807)	—	(1,807)
Issuance of EBT shares (equity compensation)		—	—	8,230	(8,230)	—	—	—	—
Repurchase of shares (share buyback program)		(2)	—	(213)	2	—	(213)	—	(213)
Dividends	9	—	—	—	—	(84,029)	(84,029)	—	(84,029)
Distributions to non-controlling interest owners		—	—	—	—	—	—	(2,861)	(2,861)
Transactions with shareholders		**$ 1,553**	**$ 155,233**	**$ 8,017**	**$ (8,030)**	**$ (86,034)**	**$ 70,739**	**$ (2,861)**	**$ 67,878**
Balance as of June 30, 2023		**$13,056**	**$1,208,192**	**$ (92,811)**	**$ 9,620**	**$ (590,109)**	**$ 547,948**	**$13,050**	**$ 560,998**

	Notes	Share Capital	Share Premium	Treasury Reserve	Share Based Payment and Other Reserves	Retained Earnings (Accumulated Deficit)	Equity Attributable to Owners of the Parent	Non-Controlling Interest	Total Equity
Balance as of January 1, 2022		**$11,571**	**$1,052,959**	**$(68,537)**	**$14,156**	**$ (362,740)**	**$ 647,409**	**$16,541**	**$ 663,950**
Net Income (loss)		—	—	—	—	(937,412)	(937,412)	2,162	(935,250)
Other comprehensive income (loss)		—	—	—	—	132	132	—	132
Total comprehensive income (loss)		$ —	$ —	$ —	$ —	**$ (937,280)**	$(937,280)	$ 2,162	**$(935,118)**
Issuance of share capital (settlement of warrants)		2	—	—	—	—	2	—	2
Issuance of share capital (equity compensation)		7	—	—	3,375	(1,517)	1,865	—	1,865
Repurchase of shares (EBT)		—	—	(9,718)	—	—	(9,718)	—	(9,718)
Dividends	9	—	—	—	—	(72,275)	(72,275)	—	(72,275)
Distributions to non-controlling interest owners		—	—	—	—	—	—	(2,776)	(2,776)
Cancellation of warrants		—	—	—	(14)	—	(14)	—	(14)
Transactions with shareholders		**$ 9**	**$ —**	**$ (9,718)**	**$ 3,361**	**$ (73,792)**	**$ (80,140)**	**$ (2,776)**	**$ (82,916)**
Balance as of June 30, 2022		**$11,580**	**$1,052,959**	**$(78,255)**	**$17,517**	**$(1,373,812)**	**$(370,011)**	**$15,927**	**$(354,084)**

The notes are an integral part of the Interim Condensed Consolidated Financial Statements.

Condensed Consolidated Statement of Cash Flows

(Unaudited) (Amounts in thousands, except per share and per unit data)

	Notes	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022
Cash flows from operating activities:			
Income (loss) after taxation		**$ 630,932**	**$ (935,250)**
Cash flows from operations reconciliation:			
Depreciation, depletion and amortization	6	115,036	118,480
Accretion of asset retirement obligations	10	13,991	14,003
Income tax (benefit) expense		197,324	(294,877)
(Gain) loss on fair value adjustments of unsettled financial instruments	7	(760,933)	1,205,938
Asset retirement costs	10	(2,077)	(1,582)
(Gain) loss on natural gas and oil properties and equipment		(7,729)	515
Gain on bargain purchases	4	—	(1,249)
Finance costs	11	67,736	39,162
Hedge modifications	7	17,446	(6,833)
Non-cash equity compensation	6	4,417	4,069
Working capital adjustments:			
Change in trade receivables and other current assets		93,968	(74,672)
Change in other non-current assets		(259)	(1,632)
Change in trade and other payables and other current liabilities		(189,636)	177,382
Change in other non-current liabilities		(5,733)	(8,612)
Cash generated from operations		**$ 174,483**	**$ 234,842**
Cash paid for income taxes		(1,917)	(29,855)
Net cash provided by operating activities		**$ 172,566**	**$ 204,987**
Cash flows from investing activities:			
Consideration for business acquisitions, net of cash acquired	4	$ —	$ (12,274)
Consideration for asset acquisitions	4	(262,329)	(51,550)
Proceeds from divestitures	4	37,503	—
Expenditures on natural gas and oil properties and equipment		(32,332)	(44,539)
Proceeds on disposals of natural gas and oil properties and equipment		8,661	6,052
Contingent consideration payments	13	(1,520)	(19,807)
Net cash used in investing activities		**$(250,017)**	**$ (122,118)**
Cash flows from financing activities:			
Repayment of borrowings	11	$(782,990)	$(1,392,883)
Proceeds from borrowings	11	840,230	1,730,200
Cash paid for interest	11	(59,415)	(32,605)
Debt issuance cost	11	(1,730)	(24,579)
(Increase) decrease in restricted cash[(a)]		14,200	(25,103)
Hedge modifications associated with ABS Notes	7, 11	—	(73,073)
Proceeds from equity issuance, net	8	156,788	—
Principal element of lease payments		(5,757)	(5,273)
Dividends to shareholders	9	(84,029)	(72,275)
Distributions to non-controlling interest owners		(2,861)	(2,776)
Repurchase of shares by the EBT	8	—	(9,718)
Repurchase of shares	8	(106)	—
Net cash provided by (used in) financing activities		**$ 74,330**	**$ 91,915**
Net change in cash and cash equivalents		(3,121)	174,784
Cash and cash equivalents, beginning of period		7,329	12,558
Cash and cash equivalents, end of period		**$ 4,208**	**$ 187,342**

(a) Refer to Note 2 for information regarding prior period reclassifications.

The notes are an integral part of the Interim Condensed Consolidated Financial Statements.

Index to the Notes to the Consolidated Financial Statements

Notes to the Interim Condensed Consolidated Financial Statements
(Amounts in thousands, except per share and per unit data)

NOTE 1 — GENERAL INFORMATION

Diversified Energy Company PLC (the "Parent") and its wholly owned subsidiaries (together the "Company") is an independent energy company engaged in the production, marketing and transportation of primarily natural gas related to its synergistic U.S. onshore upstream and midstream assets. The Company's assets are located within the Central Region and Appalachian Basin of the U.S.

The Company was incorporated on July, 31 2014 in the United Kingdom and is registered in England and Wales under the Companies Act 2006 as a public limited company under company number 09156132. The Company's registered office is located at 4th floor Phoenix House, 1 Station Hill, Reading, Berkshire, RG1 1NB, UK.

In May 2020, the Company's shares were admitted to trading on the LSE's Main Market for listed securities. The Company's shares are listed on the LSE under the ticker "DEC."

NOTE 2 — BASIS OF PREPARATION

Basis of Preparation

The Company's unaudited interim condensed consolidated financial statements for the six months ended June 30, 2023 (the "Interim Condensed Consolidated Financial Statements") have been prepared in accordance with International Accounting Standard 34, 'Interim Financial Reporting' ("IAS 34") as issued by the International Accounting Standards Board (the "IASB").

The Interim Condensed Consolidated Financial Statements do not include all the information and disclosures required in the annual financial statements and should be read in conjunction with the Company's annual financial statements for the year ended December 31, 2022, which were prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the IASB. The principal accounting policies set out below have been applied consistently throughout the year and are consistent with prior year unless otherwise stated.

Unless otherwise stated, the Interim Condensed Consolidated Financial Statements are presented in U.S. dollars, which is the Company's subsidiaries' functional currency and the currency of the primary economic environment in which the Company operates, and all values are rounded to the nearest thousand dollars except per share and per unit amounts and where otherwise indicated.

Transactions in foreign currencies are translated into U.S. dollars at the rate of exchange on the date of the transaction. Monetary assets and liabilities denominated in foreign currencies are translated at the exchange rate at the date of the Consolidated Statement of Financial Position. Where the Company's subsidiary has a different functional currency, its results and financial position are translated into the presentation currency as follows:

- Assets and liabilities in the Consolidated Statement of Financial Position are translated at the closing rate at the date of that Consolidated Statement of Financial Position;
- Income and expenses in the Consolidated Statement of Comprehensive Income are translated at average exchange rates (unless this is not a reasonable approximation of the cumulative effect of the rates prevailing on the transaction dates, in which case income and expenses are translated at the dates of the transactions); and
- All resulting exchange differences are reflected within other comprehensive income in the Consolidated Statement of Comprehensive Income.

The Interim Condensed Consolidated Financial Statements have been prepared under the historical cost convention, as modified by the revaluation of financial assets and liabilities (including derivative instruments) held at fair value through profit and loss or through other comprehensive income.

Segment Reporting

The Company is an independent owner and operator of producing natural gas and oil wells with properties located in the states of Tennessee, Kentucky, Virginia, West Virginia, Ohio, Pennsylvania, Oklahoma, Texas and Louisiana. The Company's strategy is to acquire long-life producing assets, efficiently operate those assets to generate Free Cash Flow for shareholders and then to retire assets safely and responsibly at the end of their useful life. The Company's assets consist of natural gas and oil wells, pipelines and a network of gathering lines and compression facilities which are complementary to the Company's assets.

In accordance with IFRS and UK-adopted IFRS the Company establishes segments on the basis by which those components of the Company are evaluated regularly by the chief executive officer, the Company's chief operating decision maker, when deciding how to allocate resources and in assessing performance. When evaluating performance as well as when acquiring and managing assets the chief operating decision maker does so in a consolidated and complementary fashion to vertically integrate and improve margins. Accordingly, when determining operating segments under IFRS 8, the Company has identified one reportable segment that produces and transports natural gas, NGLs and oil in the U.S.

Going Concern

The Interim Condensed Consolidated Financial Statements have been prepared on the going concern basis of accounting. The Directors closely monitor and carefully manage the Company's Liquidity risk. The Company's financial outlook is assessed primarily through the annual business planning process, however, it is also carefully monitored on a monthly basis. This process includes regular Board discussions, led by Senior Leadership, at which the current performance of, and outlook for, the Company are assessed. In assessing the appropriateness of the going concern assumption over the next twelve months, management have stress tested the Company's most recent financial projections to incorporate a range of potential future outcomes by considering the Company's principal risks, potential downside pressures on commodity prices, long-term demand and availability of loan facility; management has also considered cash preservation measures, including reduced capital expenditure and shareholder distributions. This assessment confirmed that the Company has adequate cash and other liquid resources to enable it to meet its obligations as they fall due in order to continue its operations over the twelve months from the issuance date of these Interim Condensed Consolidated Financial Statements. Therefore, the Directors consider it appropriate to continue to adopt the going concern basis of accounting in preparing these unaudited Interim Condensed Consolidated Financial Statements.

Prior Period Reclassifications

Reclassifications in the Consolidated Statement of Changes in Equity

To provide additional transparency into equity activity, the Company has reclassified certain amounts in its prior year Consolidated Statement of Changes in Equity to conform to its current period presentation. These changes in reclassification do not affect total comprehensive income previously reported in the Consolidated Statement of Changes in Equity.

The Company reclassified $68,537 in "Repurchases of shares" from "Retained Earnings (Accumulated Deficit)" to "Treasury Reserve" in the accompanying Consolidated Statement of Changes in Equity as of June 30, 2023.

Reclassifications in the Consolidated Statement of Cash Flows

The Company has reclassified certain amounts in its prior year Consolidated Statement of Cash Flows to conform to its current period presentation. These changes in classification do not affect net cash provided by operating activities previously reported in the Consolidated Statement of Cash Flows.

The Company reclassified $24,099 in "Change in other current assets" to "Change in trade receivables and other current assets" and $205,289 in "Change in other current and non-current liabilities" to "Change in trade and other payables and other current liabilities" in the accompanying Consolidated Statement of

Cash Flows for the six months ended June 30, 2023. The Company also reclassified $25,103 in "(Increase) decrease in restricted cash" from "Cash flows from investing activities" to "Cash flows from financing activities" in the accompanying Consolidated Statement of Cash Flows for the six months ended June 30, 2022.

Basis of Consolidation

The Interim Condensed Consolidated Financial Statements for the six months ended June 30, 2023 reflect the following corporate structure of the Company, and its 100% wholly owned subsidiaries:

- Diversified Energy Company PLC ("DEC") as well as its wholly owned subsidiaries
  - Diversified Gas & Oil Corporation
    - Diversified Production LLC
      - Diversified ABS Holdings LLC
        - Diversified ABS LLC
      - Diversified ABS Phase II Holdings LLC
        - Diversified ABS Phase II LLC
      - Diversified ABS Phase III Holdings LLC
        - Diversified ABS Phase III LLC
          - Diversified ABS III Upstream LLC
          - Diversified ABS Phase III Midstream LLC
      - Diversified ABS Phase IV Holdings LLC
        - Diversified ABS Phase IV LLC
      - Diversified ABS Phase V Holdings LLC
        - Diversified ABS Phase V LLC
        - Diversified ABS Phase V Upstream LLC
  - DP Bluegrass Holdings LLC
    - DP Bluegrass LLC
  - Sooner State Joint ABS Holdings LLC[(a)]
    - Diversified ABS Phase VI Holdings LLC
      - Diversified ABS Phase VI LLC
        - Diversified ABS VI Upstream LLC
        - Oaktree ABS VI Upstream LLC
  - DP RBL Co LLC
    - BlueStone Natural Resources II, LLC
    - DP Legacy Central LLC
    - Diversified Energy Marketing LLC
  - DP Tapstone Energy Holdings LLC
    - DP Legacy Tapstone LLC
  - Giant Land, LLC[(b)]
  - Link Land LLC[(n)]
  - Old Faithful Land LLC[(n)]
  - Riverside Land LLC[(n)]
  - Splendid Land LLC[(n)]
  - Chesapeake Granite Wash Trust[(c)]
  - TGG Cotton Valley Assets, LLC
  - Diversified Midstream LLC
    - Cranberry Pipeline Corporation
    - Coalfield Pipeline Company
    - DM Bluebonnet LLC
    - Black Bear Midstream Holdings LLC
      - Black Bear Midstream LLC
      - Black Bear Liquids LLC
      - Black Bear Liquids Marketing LLC
  - DGOC Holdings Sub III LLC
  - Diversified Energy Group LLC
  - Diversified Energy Company LLC
  - Next LVL Energy, LLC

(a) Owned 51.25% by Diversified Energy Company PLC.

(b) Owned 55% by Diversified Energy Company PLC.

(c) Diversified Production, LLC holds 50.8% of the issued and outstanding common shares of Chesapeake Granite Wash Trust.

NOTE 3 — SIGNIFICANT ACCOUNTING POLICIES

The preparation of the Interim Condensed Consolidated Financial Statements in compliance with IAS 34 requires management to make estimates and exercise judgment in applying the Company's accounting policies. In preparing the Interim Condensed Consolidated Financial Statements, the significant judgments made by management in applying the Company's accounting policies and the key sources of estimation uncertainty were the same as those that applied to the company financial statements for the year ended December 31, 2022.

When determining the income tax benefit (expense) recognized during interim periods management estimates the weighted average effective annual income tax rate expected for the full financial year. The estimated average annual tax rate used for the six months ended June 30, 2023 was 23.8%, compared to 24.0% for the six months ended June 30, 2022.

New Standards and Interpretations

Certain new accounting standards and interpretations have been published that are not mandatory for June 30, 2023 reporting periods and have not been early adopted by the Company. None of these new standards or interpretations are expected to have a material impact on the Interim Condensed Consolidated Financial Statements of the Company.

NOTE 4 — ACQUISITIONS AND DIVESTITURES

The assets acquired in all acquisitions include the necessary permits, rights to production, royalties, assignments, contracts and agreements that support the production from wells and operation of pipelines. The Company determines the accounting treatment of acquisitions using IFRS 3.

As part of the Company's corporate strategy it actively seeks to acquire assets that complement the Company's acquisition criteria of being long life, low-decline assets that strategically complement the Company's existing asset base.

2023 Acquisitions

Tanos Energy Holdings II, LLC ("Tanos II") Asset Acquisition

On March 1, 2023 the Company acquired certain upstream assets and related infrastructure in the Central Region from Tanos II. Given the concentration of assets, this transaction was considered an asset acquisition rather than a business combination. When making this determination management performed an asset concentration test considering the fair value of the acquired assets. The Company paid purchase consideration of $262,329, inclusive of transaction costs of $936 and customary purchase price adjustments. The Company funded the purchase with proceeds from the February 2023 equity raise, cash on hand and existing availability on the Credit Facility for which the borrowing base was upsized concurrent to the closing of the Tanos II transaction. Refer to Notes 8 and 11 for additional information regarding the Company's share capital and borrowings. In the period from its acquisition to June 30, 2023 the Tanos II assets increased the Company's revenue by $24,741.

The provisional assets and liabilities assumed were as follows:

Consideration paid	
Cash consideration	$262,329
Total consideration	**$262,329**
Net assets acquired	
Natural gas and oil properties	$263,056
Asset retirement obligations, asset portion	3,250
Property, plant and equipment	234
Trade receivables, net	1,729
Derivative financial instruments, net	7,449
Asset retirement obligations, liability portion	(3,250)
Other current liabilities	(10,139)
Net assets acquired	**$262,329**

2023 Divestitures

On June 27, 2023, the Company announced the sale of certain non-core, non-operated assets within its Central Region for gross consideration of approximately $37,503. The divested assets were located in Texas and Oklahoma and consisted of non-operated wells and the associated leasehold acreage that was acquired

as part of the ConocoPhillips Asset Acquisition in September 2022. This sale of non-operated and non-core assets aligns with the Company's application of the Smarter Asset Management strategy and our strategic focus on operated proved developed producing assets.

During the six months ended June 30, 2023, the Company divested certain other non-core undeveloped acreage across its operating footprint for consideration of approximately $6,000.

2022 Acquisitions

East Texas Asset Acquisition

On April 25, 2022, the Company acquired a proportionate 52.5% working interest in certain upstream assets and related facilities within the Central Region from a private seller in conjunction with Oaktree, via the previously disclosed participation agreement between the two parties. Given the concentration of assets, this transaction was considered an asset acquisition rather than a business combination. When making this determination management performed an asset concentration test considering the fair value of the acquired assets. The Company paid purchase consideration of $47,468, including customary purchase price adjustments. Transaction costs associated with the acquisition were $1,550. The Company funded the purchase with available cash on hand and a draw on the Credit Facility. During 2022 purchase accounting was finalized and no measurement period adjustments were recorded.

Other Acquisitions

During the period ended December 31, 2022 the Company acquired three asset retirement companies for an aggregate consideration of $13,949, inclusive of customary purchase price adjustments. The Company will also pay an additional $3,150 in deferred consideration through November 2024. As of June 30, 2023, the Company has paid $1,000 of the deferred consideration. When evaluating these transactions, the Company determined they did not have significant asset concentrations and, as a result, it had acquired identifiable sets of inputs, processes and outputs, and concluded the transactions were business combinations. The expansion in the Company's internal asset retirement operations brought the total plugging rigs owned and operated by the Company to15 as of December 31, 2022.

On April 1, 2022 the Company acquired certain midstream assets, inclusive of a processing facility, in the Central Region that are contiguous to its existing East Texas assets. The Company paid purchase consideration of $10,139, inclusive of customary purchase price adjustments and transaction costs. When evaluating the transaction, the Company determined it did not have significant asset concentration and as a result it had acquired an identifiable set of inputs, processes and outputs and concluded the transaction was a business combination. The fair value of the net assets acquired was $10,742 generating a bargain purchase gain of $603.

On November 21, 2022 the Company acquired certain midstream assets in the Central Region that are contiguous to its existing East Texas assets. The Company paid purchase consideration of $7,438, inclusive of customary purchase price adjustments and transaction costs. Given the concentration of assets, this transaction was considered an asset acquisition rather than a business combination.

Transaction costs associated with the other acquisitions noted above were insignificant and the Company funded the aggregate cash consideration with existing cash on hand.

Subsequent Events

On July 17, 2023, the Company announced the sale of certain undeveloped, non-core, net acres within its Central Region for net consideration of approximately $16,060. This sale of undeveloped, non-core assets continues to align with the Company's strategic initiatives and focus on operated proved developed producing assets.

NOTE 5 — REVENUE

The Company extracts and sells natural gas, NGLs and oil to various customers in addition to operating a majority of these natural gas and oil wells for customers and other working interest owners. In addition, the Company provides gathering and transportation services as well as asset retirement and other services to third parties. All revenue was generated in the U.S.

The following table reconciles the Company's revenue for the periods presented:

	Six Months Ended	
	June 30, 2023	June 30, 2022
Natural gas	$334,588	$727,152
NGLs	67,159	107,846
Oil	54,294	78,817
Total commodity revenue	**$456,041**	**$913,815**
Midstream	16,662	16,602
Other[a]	14,602	3,111
Total revenue	**$487,305**	**$933,528**

(a) Includes asset retirement and other revenue.

A significant portion of the Company's trade receivables represent receivables related to either sales of natural gas, NGLs and oil or operational services, all of which are uncollateralized, and are collected within 30 – 60 days.

During the six months ended June 30, 2023 and June 30, 2022, no customers individually comprised more than 10% of total revenues.

NOTE 6 — EXPENSES BY NATURE

The following table provides a detail of the Company's expenses for the periods presented:

	Six Months Ended	
	June 30, 2023	June 30, 2022
LOE[a]	$ 111,637	$ 81,776
Production taxes[b]	31,307	33,878
Midstream operating expense[c]	34,391	33,156
Transportation expense[d]	49,964	57,547
Total operating expense	**$227,299**	**$206,357**
Depreciation and amortization	27,503	25,251
Depletion	87,533	93,229
Total depreciation, depletion and amortization	**$ 115,036**	**$ 118,480**
Employees, administrative costs and professional services[e]	38,497	36,245
Costs associated with acquisitions[f]	8,866	6,935
Other adjusting costs[g]	3,376	67,033
Non-cash equity compensation[h]	4,417	4,069
Total G&A	**$ 55,156**	**$ 114,282**
Total expense	**$397,491**	**$ 439,119**
Aggregate remuneration (including Directors):		
Wages and salaries	$ 61,135	$ 53,561
Payroll taxes	5,238	4,881
Benefits	12,560	11,715
Total employees and benefits expense	**$ 78,933**	**$ 70,157**

(a) LOE includes costs incurred to maintain producing properties. Such costs include direct and contract labor, repairs and maintenance, water hauling, compression, automobile, insurance, and materials and supplies expenses.

(b) Production taxes include severance and property taxes. Severance taxes are generally paid on produced natural gas, NGLs and oil production at fixed rates established by federal, state, or local taxing authorities. Property taxes are generally based on the taxing jurisdictions' valuation of the Company's natural gas and oil properties and midstream assets.

(c) Midstream operating expenses are daily costs incurred to operate the Company's owned midstream assets inclusive of employee and benefit expenses.

(d) Transportation expenses are daily costs incurred from third-party systems to gather, process and transport the Company's natural gas, NGLs and oil.

(e) Employees, administrative costs and professional services includes payroll and benefits for the Company's administrative and corporate staff, costs of maintaining administrative and corporate offices, costs of managing the Company's production operations, franchise taxes, public company costs, fees for audit and other professional services and legal compliance.

(f) The Company generally incurs costs related to the integration of acquisitions, which will vary for each acquisition. For acquisitions considered to be a business combination, these costs include transaction costs directly associated with a successful acquisition transaction. These costs also include costs associated with transition service arrangements where the Company pays the seller of the acquired entity a fee to handle various G&A functions until the Company has fully integrated the assets onto its systems. In addition, these costs include costs related to integrating IT systems and consulting as well as internal workforce costs directly related to integrating acquisitions into the Company's systems.

(g) Other adjusting costs for the six months ended June 30, 2023 primarily consisted of expenses associated with an unused firm transportation agreement and legal and professional fees related to contemplated transaction. Other adjusting costs for the six months ended June 30, 2022, primarily consisted of $28,345 in contract terminations which will allow the Company to obtain more favorable pricing in the future and $31,099 in costs associated with deal breakage and/or sourcing costs for acquisitions.

(h) Non-cash equity compensation reflects the expense recognition related to share-based compensation provided to certain key members of the management team.

NOTE 7 — DERIVATIVE FINANCIAL INSTRUMENTS

The Company is exposed to volatility in market prices and basis differentials for natural gas, NGLs and oil, which impacts the predictability of its cash flows related to the sale of those commodities. The Company can also have exposure to volatility in interest rate markets, depending on the makeup of its debt structure, which impacts the predictability of its cash flows related to interest payments on the Company's variable rate debt obligations. These risks are managed by the Company's use of certain derivative financial instruments. As of June 30, 2023, the Company's derivative financial instruments consisted of swaps, collars, basis swaps, stand-alone put and call options, and swaptions. A description of the Company's derivative financial instruments is provided below:

Swaps: If the Company sells a swap, it receives a fixed price for the contract and pays a floating market price to the counterparty;

Collars: Arrangements that contain a fixed floor price (purchased put option) and a fixed ceiling price (sold call option) based on an index price which, in aggregate, have no net costs. At the contract settlement date, (1) if the index price is higher than the ceiling price, the Company pays the counterparty the difference between the index price and ceiling price, (2) if the index price is between the floor and ceiling prices, no payments are due from either party, and (3) if the index price is below the floor price, the Company will receive the difference between the floor price and the index price.

Certain collar arrangements may also include a sold put option with a strike price below the purchased put option. Referred to as a three-way collar, the structure works similar to the above description, except that when the index price settles below the sold put option, the Company pays the counterparty the difference between the index price and sold put option, effectively enhancing realized pricing by the difference between the price of the sold and purchased put option;

Basis swaps: Arrangements that guarantee a price differential for commodities from a specified delivery point. If the Company sells a basis swap, it receives a payment from the counterparty if the price differential is greater than the stated terms of the contract and pays the counterparty if the price differential is less than the stated terms of the contract;

Put options: The Company purchases and sells put options in exchange for a premium. If the Company purchases a put option, it receives from the counterparty the excess (if any) of the market price below the strike price of the put option at the time of settlement, but if the market price is above the put's strike price, no payment is due from either party. If the Company sells a put option, the Company pays the counterparty the excess (if any) of the market price below the strike price of the put option at the time of settlement, but if the market price is above the put's strike price, no payment is due from either party.

Call options: The Company purchases and sells call options in exchange for a premium. If the Company purchases a call option, it receives from the counterparty the excess (if any) of the market price over the strike price of the call option at the time of settlement, but if the market price is below the call's strike price, no payment is due from either party. If the Company sells a call option, it pays the counterparty the excess (if any) of the market price over the strike price of the call option at the time of settlement, but if the market price is below the call's strike price, no payment is due from either party; and

Swaptions: If the Company sells a swaption, the counterparty will receive the option to enter into a swap contract at a specified date and receives a fixed price for the contract and pays a floating market price to the counterparty.

The Company may elect to enter into offsetting transactions for the above instruments for the purpose of cancelling or terminating certain positions.

The following tables summarize the Company's calculated net fair value of derivative financial instruments as of the reporting date as follows:

		Weighted Average Price per Mcfe[a]					
NATURAL GAS CONTRACTS	Volume (MMBtu)	Swaps	Sold Puts	Purchased Puts	Sold Calls	Basis Differential	Fair Value at June 30, 2023
For the remainder of 2023							
Swaps	105,417	$3.78	$—	$ —	$ —	$ —	$ 57,677
Two-way Collars	1,377	—	—	4.15	6.51	—	1,002
Stand-Alone Calls, net[b]	10,755	—	—	—	2.94	—	(26,276)
Basis Swaps	101,595	—	—	—	—	(0.65)	33,044
Total 2023 contracts	**219,144**						**$ 65,447**
2024							
Swaps	204,997	$3.30	$—	$ —	$ —	$ —	$ (85,061)
Two-Way Collars	2,560	—	—	4.03	6.25	—	1,034
Deferred Premium[c]	—	—	—	—	—	—	(47,470)
Basis Swaps	145,297	—	—	—	—	(0.70)	(8,021)
Total 2024 contracts	**352,854**						**$ (139,518)**
2025							
Swaps	166,055	$3.26	$—	$ —	$ —	$ —	$ (135,636)
Deferred Premium[c]	—	—	—	—	—	—	(32,108)
Basis Swaps	25,550	—	—	—	—	(0.21)	(424)
Total 2025 contracts	**191,605**						**$ (168,168)**
2026							
Swaps	111,471	$3.18	$—	$ —	$ —	$ —	$ (96,168)
Stand-Alone Calls	21,900	—	—	—	4.28	—	(15,348)
Basis Swap	10,950	—	—	—	—	(0.21)	(948)
Total 2026 contracts	**144,321**						**$ (112,464)**

NATURAL GAS CONTRACTS	Volume (MMBtu)	Weighted Average Price per Mcfe[a]					Fair Value at June 30, 2023
		Swaps	Sold Puts	Purchased Puts	Sold Calls	Basis Differential	
2027							
Swaps	91,004	$3.22	$ —	$ —	$ —	$ —	$ (60,470)
Collars	1,414	—	—	4.28	7.17	—	673
Purchased puts	4,906	—	—	2.25	—	—	782
Sold puts	4,906	—	1.93	—	—	—	(486)
2028							
Swaps	32,190	$2.11	$ —	$ —	$ —	$ —	$ (44,369)
Collars	5,382	—	—	4.28	6.90	—	2,795
Purchased puts	54,203	—	—	3.04	—	—	21,917
Sold puts	31,585	—	1.93	—	—	—	(3,592)
2029							
Swaps	29,190	$2.11	$ —	$ —	$ —	$ —	$ (38,153)
Collars	3,726	—	—	4.28	7.51	—	2,068
Purchased puts	30,066	—	—	2.92	—	—	11,721
Sold puts	30,066	—	1.93	—	—	—	(3,955)
2030							
Swaps	5,450	$2.03	$ —	$ —	$ —	$ —	$ (7,965)
Purchased puts	14,492	—	—	2.93	—	—	5,710
Sold puts	14,492	—	1.93	—	—	—	(2,037)
Swaptions							
10/1/2024 – 9/30/2028[d]	14,610	$2.91	$ —	$ —	$ —	$ —	$ (14,072)
1/1/2025 – 12/31/2029[e]	36,520	2.77	—	—	—	—	(38,400)
4/1/2026 – 3/31/2030[f]	97,277	2.57	—	—	—	—	(138,652)
4/1/2030 – 3/31/2032[g]	42,627	2.57	—	—	—	—	(48,743)
Total 2027 – 2032 contracts	**544,106**						**$(355,228)**
Total natural gas contracts	**1,452,030**						**$(709,931)**

(a) Rates have been converted from Btu to Mcfe using a Btu conversion factor of 1.07.

(b) Inclusive of $21,095 in future cash settlements for deferred premiums.

(c) Future cash settlements for deferred premiums.

(d) Option expires on September 6, 2024.

(e) Option expires on December 23, 2024.

(f) Option expires on March 23, 2026.

(g) Option expires on March 22, 2030.

NGLs CONTRACTS	Volume (MBbls)	Weighted Average Price per Bbl Swaps	Weighted Average Price per Bbl Sold Calls	Fair Value at June 30, 2023
For the remainder of 2023				
Swaps	2,273	$37.49	$ —	$20,885
Stand-Alone Calls	184	—	24.78	(427)
2024				
Swaps	3,301	$37.74	$ —	$20,317
Stand-Alone Calls	915	—	31.29	(2,658)
2025				
Swaps	2,143	$30.22	$ —	$ 1,619
2026				
Swaps	1,097	$27.68	$ —	$ (621)
Total NGLs contracts	**9,913**			**$39,115**

OIL CONTRACTS	Volume (MBbls)	Weighted Average Price per Bbl Swaps	Weighted Average Price per Bbl Sold Calls	Fair Value at June 30, 2023
For the remainder of 2023				
Swaps	448	$69.12	$ —	$ (448)
Sold Calls	59	—	53.20	(1,018)
2024				
Swaps	431	$62.54	$ —	$(2,441)
Sold Calls	183	—	70.00	(1,327)
2025				
Swaps	366	$59.01	$ —	$(2,165)
2026				
Swaps	283	$59.48	$ —	$ (899)
2027				
Swaps	162	$58.60	$ —	$ (352)
Total oil contracts	**1,932**			**$(8,650)**

INTEREST	Principal Hedged	Fixed-Rate	Fair Value at June 30, 2023
2023			
SOFR Interest Rate Swap	$5,520	4.15%	$ 437
Net fair value of derivative financial instruments as of June 30, 2023			**$(679,029)**

Netting the fair values of derivative assets and liabilities for financial reporting purposes is permitted if such assets and liabilities are with the same counterparty and a legal right of set-off exists, subject to a master netting arrangement. The Directors have elected to present derivative assets and liabilities net when these conditions are met. The following table outlines the Company's net derivatives as of the periods presented:

Derivative Financial Instruments	Consolidated Statement of Financial Position	June 30, 2023	December 31, 2022
Assets:			
Non-current assets	Derivative financial instruments	$ 35,541	$ 13,936
Current assets	Derivative financial instruments	114,695	27,739
Total assets		**$ 150,236**	**$ 41,675**
Liabilities			
Non-current liabilities	Derivative financial instruments	$(731,093)	$(1,177,801)
Current liabilities	Derivative financial instruments	(98,172)	(293,840)
Total liabilities		**$(829,265)**	**$(1,471,641)**
Net assets (liabilities):			
Net assets (liabilities) – non-current	Derivative financial instruments	$(695,552)	$(1,163,865)
Net assets (liabilities) – current	Derivative financial instruments	16,523	(266,101)
Total net assets (liabilities)		**$(679,029)**	**$(1,429,966)**

The Company presents the fair value of derivative contracts on a net basis in the consolidated balance sheet. The following presents the impact of this presentation to the Company's recognized assets and liabilities as of the periods indicated:

	June 30, 2023		
	Presented without Effects of Netting	Effects of Netting	As Presented with Effects of Netting
Non-current assets	$ 123,597	$ (88,056)	$ 35,541
Current assets	177,872	(63,177)	114,695
Total assets	**$ 301,469**	**$(151,233)**	**$ 150,236**
Non-current liabilities	(797,221)	66,128	(731,093)
Current liabilities	(183,277)	85,105	(98,172)
Total liabilities	**$(980,498)**	**$ 151,233**	**$(829,265)**
Total net assets (liabilities)	**$(679,029)**	**$ —**	**$(679,029)**

	December 31, 2022		
	Presented without Effects of Netting	Effects of Netting	As Presented with Effects of Netting
Non-current assets	$ 101,275	$ (87,339)	$ 13,936
Current assets	92,611	(64,872)	27,739
Total assets	**$ 193,886**	**$(152,211)**	**$ 41,675**
Non-current liabilities	(1,261,369)	83,568	(1,177,801)
Current liabilities	(362,483)	68,643	(293,840)
Total liabilities	**$(1,623,852)**	**$ 152,211**	**$(1,471,641)**
Total net assets (liabilities)	**$(1,429,966)**	**$ —**	**$(1,429,966)**

The Company recorded the following gain (loss) on derivative financial instruments in the Consolidated Statement of Comprehensive Income for the periods presented:

	Six Months Ended	
	June 30, 2023	June 30, 2022
Net gain (loss) on commodity derivatives settlements[(a)]	$ 54,525	$ (468,731)
Net gain (loss) on interest rate swaps[(a)]	(2,824)	828
Gain (loss) on foreign currency hedges[(a)]	(521)	—
Total gain (loss) on settled derivative instruments	**$ 51,180**	**$ (467,903)**
Gain (loss) on fair value adjustments of unsettled financial instruments[(b)]	760,933	(1,205,938)
Total gain (loss) on derivative financial instruments	**$812,113**	**$(1,673,841)**

(a) Represents the cash settlement of hedges that settled during the period.

(b) Represents the change in fair value of financial instruments net of removing the carrying value of hedges that settled during the period.

All derivatives are defined as Level 2 instruments as they are valued using inputs and outputs other than quoted prices that are observable for the assets and liabilities.

Commodity Derivative Contract Modifications and Extinguishments

From time to time, such as when acquiring producing assets, completing ABS financings or navigating changing price environments, the Company will opportunistically modify, offset, extinguish or add certain existing hedge positions. Modifications include the volume of production subject to contracts, the swap or strike price of certain derivative contracts and similar elements of the derivative contract. The Company maintains distinct, long-dated derivative contract portfolios for its ABS financings and Term Loan I. The Company also maintains a separate derivative contract portfolio related to its assets collateralized by the Credit Facility.

2023 Modifications and Extinguishments

In February 2023, the Company sold puts in ABS III for approximately $9,045 and replaced them with swaps to maintain the appropriate level and composition of derivatives at both the legal entity and full-company level. The Company also monetized an additional $8,401 in net modifications, primarily comprised of swap terminations. As these modifications were made in the normal course of business for the six months ended June 30, 2023, they were recorded on the Company's Consolidated Statement of Financial Position and are presented as an operating activity in the Consolidated Statement of Cash Flows.

2022 Modifications and Extinguishments

In February 2022, the Company adjusted portions of its commodity derivative portfolio across its legal entities to ensure that it maintained the appropriate level and composition at both the legal entity and full-company level for the completion of the ABS III and ABS IV financing arrangements. The Company completed these adjustments by entering into new commodity derivative contracts and novating certain derivative contracts to the legal entities holding the ABS III and ABS IV notes. The Company paid $41,823 for these portfolio adjustments, including long-dated puts for ABS III and ABS IV that collectively increased the value of the Company's derivative position by an equal amount, and were required under the respective ABS III and ABS IV indentures. The Company recorded payments for offsetting positions as new derivative financial instruments and applied extinguishment payments against the existing commodity contracts on its Consolidated Statement of Financial Position.

In May 2022, and in October 2022 the Company completed the ABS V and ABS VI financing arrangements, respectively, and made similar commodity derivative portfolio adjustments to maintain the appropriate level and composition of derivatives at both the legal entity and full-company level. The Company paid $31,250, driven primarily by the purchase of long-dated puts that increased the value of the Company's derivative position by an equal amount, and were required under the ABS V indenture. Under the ABS VI

financing, the Company paid $32,242 from the proceeds of the financing to increase the value of certain pre-existing derivative contracts that were novated to the ABS VI legal entity at closing. The Company recorded the payments as new derivative financial instruments on its Consolidated Statement of Financial Position.

Refer to Note 11 for additional information regarding ABS financing arrangements.

Other commodity derivative contract modifications made during the normal course of business for the year ended December 31, 2022 totaled $133,573 which the Company recorded on its Consolidated Statement of Financial Position. As these modifications were made in the normal course of business, the Company has presented these as an operating activity in the Consolidated Statement of Cash Flows. These modifications were primarily associated with elevating the Company's weighted average hedge floor to take advantage of the high price environment experienced in 2022 over a longer term. The trades were primarily comprised of swap enhancements and the extinguishment of standalone call options.

Subsequent Event

Subsequent to June 30, 2023, the Company monetized an additional $9,240 in purchased puts associated with its ABS hedge books and transitioned the monetized positions into long-dated swap agreements.

NOTE 8 — SHARE CAPITAL

The Company has one class of common shares which carry the right to one vote at annual general meetings of the Company. As of June 30, 2023, the Company had no limit on the amount of authorized share capital and all shares in issue were fully paid.

Share capital represents the nominal (par) value of shares (£0.01) that have been issued. Share premium includes any premiums received on issue of share capital above par. Any transaction costs associated with the issuance of shares are deducted from share premium, net of any related income tax benefits. The components of share capital include:

Issuance of Share Capital

In February 2023, the Company placed 128,444 new shares at $1.27 per share (£1.05) to raise gross proceeds of $162,757 (approximately £134,866). Associated costs of the placing were $5,969. The Company used the proceeds to fund the Tanos II transaction, discussed in Note 4.

Treasury Shares

The Company's holdings in its own equity instruments are classified as treasury shares. The consideration paid, including any directly attributable incremental costs, is deducted from the stockholders' equity of the Company until the shares are cancelled or reissued. No gain or loss is recognized in the income statement on the purchase, sale, issue or cancellation of treasury shares.

Employee Benefit Trust ("EBT")

In March 2022, the Company established the EBT for the benefit of the employees of the Company. The Company funds the EBT to facilitate the acquisition of shares. The shares in the EBT are held to satisfy awards and grants under the Company's 2017 Equity Incentive Plan and the Employee Share Purchase Plan (the "ESPP"). Shares held in the EBT are accounted for in the same manner as treasury shares and are therefore included in the Consolidated Financial Statements as Treasury Shares.

During the six months ended June 30, 2023, the EBT reissued 5,914 shares to settle vested share-based awards and ESPP purchases. No shares were purchased by the EBT during the six months ended June 30, 2023. No shares were reissued from the EBT during the six months ended June 30, 2022. During the six months ended June 30, 2022, the EBT purchased 6,790 shares at an average price per share of $1.43 (approximately £1.14) for a total consideration of $9,718 (approximately £7,708). As of June 30, 2023, the EBT held 8,116 shares.

Repurchase of Shares

During the six months ended June 30, 2023, the Company repurchased 200 treasury shares at an average price per share of $1.05 totaling $213. No treasury shares were repurchased during the six months ended June 30, 2022.

Settlement of Warrants

In July 2022, the Company entered into an agreement to cancel 132 warrants (the "Warrants") held by certain former Mirabaud Securities Limited ("Mirabaud") employees for an aggregate principal amount of approximately $56 (approximately £46). The former employees surrendered the Warrants to the Company for cancellation. Concurrently, the Company entered into an agreement to exercise 224 Warrants held by certain former Mirabaud employees for an aggregate principal amount of approximately $201 (approximately £166). The former employees surrendered the Warrants to the Company for cancellation in exchange for an equivalent number of shares of common stock. Following this purchase and exercise, no warrants remain outstanding.

In February 2022, the Company entered into an agreement to cancel 477 Warrants held by certain former Mirabaud Securities Limited ("Mirabaud") employees for an aggregate principal amount of approximately $265 (approximately £196). The former employees surrendered the Warrants to the Company for cancellation. Concurrently, the Company entered into an agreement to exercise 290 Warrants held by certain former Mirabaud employees for an aggregate principal amount of approximately $251 (approximately £187). The former employees surrendered the Warrants to the Company for cancellation in exchange for an equivalent number of shares of common stock. Following this purchase and exercise, 355 warrants remained outstanding.

The following tables summarize the Company's share capital, net of customary transaction costs, for the periods presented:

	Number of Shares	Total Share Capital	Total Share Premium
Balance as of January 1, 2023	**828,935**	**$11,503**	**$1,052,959**
Issuance of share capital (equity placement)	128,444	1,555	155,233
Issuance of EBT shares (equity compensation)	5,914	—	—
Repurchase of shares (share buyback program)	(200)	(2)	—
Balance as of June 30, 2023	**963,093**	**$13,056**	**$1,208,192**

	Number of Shares	Total Share Capital	Total Share Premium
Balance as of January 1, 2022	**849,655**	**$11,571**	**$1,052,959**
Issuance of share capital (settlement of warrants)	513	5	—
Issuance of share capital (equity compensation)	792	7	—
Issuance of EBT shares (equity compensation)	1,760	—	—
Repurchase of shares (EBT)	(15,790)	—	—
Repurchase of shares (share buyback program)	(7,995)	$ (80)	$ —
Balance as of December 31, 2022	**828,935**	**11,503**	**1,052,959**

NOTE 9 — DIVIDENDS

The following table summarizes the Company's dividends declared and paid on the dates indicated:

	Dividend per Share					
Date Dividends Declared/Paid	USD	GBP	Record Date	Pay Date	Shares Outstanding	Gross Dividends Paid
Declared on November 14, 2022	$0.0438	£0.0361	March 3, 2023	March 28, 2023	957,379	$41,885
Declared on March 21, 2023	$0.0438	£0.0343	May 26, 2023	June 30, 2023	963,293	42,144
Paid during the six months ended June 30, 2023						**$84,029**

Date Dividends Declared/ Paid	Dividend per Share USD	Dividend per Share GBP	Record Date	Pay Date	Shares Outstanding	Gross Dividends Paid
Declared on October 28, 2021	$0.0425	£0.0325	March 4, 2022	March 28, 2022	850,047	$36,127
Declared on March 22, 2022	$0.0425	£0.0343	May 27, 2022	June 30, 2022	850,548	36,148
Declared on May 16, 2022	$0.0425	£0.0366	September 2, 2022	September 26, 2022	845,881	35,950
Declared on August 8, 2022	$0.0425	£0.0345	November 25, 2022	December 28, 2022	828,935	35,230
Paid during the year ended December 31, 2022						**$143,455**

On May 9, 2023 the Company proposed a dividend of $0.04375 per share. The dividend will be paid on September 29, 2023 to shareholders on the register on September 1, 2023. This dividend was not required to be approved by shareholders, thereby qualifying it as an "interim" dividend. No liability was recorded in the Interim Condensed Consolidated Financial Statements in respect of this interim dividend as of June 30, 2023.

Dividends are waived on shares held in the EBT.

Subsequent Events

On September 1, 2023 the Directors recommended a dividend of $0.04375 per share. The dividend will be paid on December 29, 2023 to shareholders on the register on December 1, 2023. This dividend was not required to be approved by shareholders, thereby qualifying it as an "interim" dividend. No liability has been recorded in the Interim Condensed Consolidated Financial Statements in respect of this dividend as of June 30, 2023.

NOTE 10 — ASSET RETIREMENT OBLIGATIONS

The Company records a liability for the present value of the estimated future decommissioning costs on its natural gas and oil properties, which it expects to incur at the end of the long-producing life of a well. Productive life varies within the Company's well portfolio and presently the Company expects all of its existing wells to have reached the end of their economic lives by approximately 2095 consistent with the Company's reserve calculations which were independently evaluated by the Company's independent engineers for the year ended December 31, 2022. The Company also records a liability for the future cost of decommissioning its production facilities and pipelines when required by contract, statute, or constructive obligation. No such contractual agreements or statutes were in place for the Company's production facilities and pipelines for the six months ended June 30, 2023 and year ended December 31, 2022.

In estimating the present value of future decommissioning costs of natural gas and oil properties the Company takes into account the number and state jurisdictions of wells, current costs to decommission by state and the average well life across its portfolio. The Directors' assumptions are based on the current economic environment and represent what the Directors believe is a reasonable basis upon which to estimate the future liability. However, actual decommissioning costs will ultimately depend upon future market prices at the time the decommissioning services are performed. Furthermore, the timing of decommissioning will vary depending on when the fields cease to produce economically, making the determination dependent upon future natural gas and oil prices, which are inherently uncertain.

The Company applies a contingency allowance for annual inflationary cost increases to its current cost expectations then discounts the resulting cash flows using a credit adjusted risk free discount rate. The inflationary adjustment is a U.S. long-term 10-year rate sourced from consensus economics. When determining the discount rate of the liability, the Company evaluates treasury rates as well as the Bloomberg 15-year U.S. Energy BB and BBB bond index which economically aligns with the underlying long-term and unsecured

liability. Based on this evaluation the net discount rate used in the calculation of the decommissioning liability in 2023 and 2022 was 3.6% and 3.6%, respectively.

The composition of the provision for asset retirement obligations at the reporting date was as follows for the periods presented:

	Six Months Ended June 30, 2023	Year Ended December 31, 2022
Balance at beginning of period	**$457,083**	**$525,589**
Additions[(a)]	3,241	24,395
Accretion	13,991	27,569
Asset retirement costs	(2,077)	(4,889)
Disposals[(b)]	(6,314)	(16,779)
Revisions to estimate[(c)]	(12,942)	(98,802)
Balance at end of period	**$452,982**	**$457,083**
Less: Current asset retirement obligations	4,517	4,529
Non-current asset retirement obligations	**$448,465**	**$452,554**

(a) Refer to Note 4 for additional information regarding acquisitions and divestitures.

(b) Associated with the divestiture of natural gas and oil properties in the normal course of business.

(c) As of June 30, 2023, the Company performed normal revisions to its asset retirement obligations, which resulted in a $12,942 decrease in the liability. This decrease was comprised of a $15,695 decrease attributable to a marginally higher discount rate which was offset by an increase of $2,753 in cost revisions for our recent experiences. The marginal changes in the discount rate are a result of a decline in bond yield volatility over the first half of the year. As of December 31, 2022, the Company performed normal revisions to its asset retirement obligations, which resulted in a $98,802 decrease in the liability. This decrease was comprised of a $144,656 decrease attributable to a higher discount rate. The higher discount rate was a result of macroeconomic factors spurred by the increase in bond yields which have elevated with U.S. treasuries to combat the current inflationary environment. Partially offsetting this decrease was $29,357 in cost revisions based on the Company's recent asset retirement experiences and a $16,497 timing revision for the acceleration of the Company's retirement plans made possible by the recent asset retirement acquisitions that improve the Company's asset retirement capacity through the growth of its operational capabilities.

Changes to assumptions for the estimation of the Company's asset retirement obligations could result in a material change in the carrying value of the liability. A reasonably possible 10% change in assumptions could have the following impact on the Company's asset retirement obligations as of June 30, 2023.

ARO Sensitivity	+10%	-10%
Discount rate	$(45,986)	$ 53,270
Timing	27,910	(30,578)
Cost	45,208	(45,208)

NOTE 11 — BORROWINGS

The Company's borrowings consist of the following amounts as of the reporting date as follows:

	June 30, 2023	December 31, 2022
Credit Facility (Weighted average interest rate of 8.65% and 7.42%, respectively)[(a)]	$ 265,000	$ 56,000
ABS I Notes (Interest rate of 5.00%)	111,007	125,864
ABS II Notes (Interest rate of 5.25%)	136,550	147,458
ABS III Notes (Interest rate of 4.875%)	295,151	319,856

	June 30, 2023	December 31, 2022
ABS IV Notes (Interest rate of 4.95%)	113,609	130,144
ABS V Notes (Interest rate of 5.78%)	329,381	378,796
ABS VI Notes (Interest rate of 7.50%)	183,758	212,446
Term Loan I (Interest rate of 6.50%)	112,433	120,518
Miscellaneous, primarily for real estate, vehicles and equipment	8,319	7,084
Total borrowings	**$1,555,208**	**$1,498,166**
Less: Current portion of long-term debt	(231,819)	(271,096)
Less: Deferred financing costs	(42,325)	(48,256)
Less: Original issue discounts	(8,274)	(9,581)
Total non-current borrowings, net	**$1,272,790**	**$1,169,233**

(a) Represents the variable interest rate as of period end.

Credit Facility

The Company maintains a revolving loan facility with a lending syndicate, the borrowing base for which is redetermined on a semi-annual, or as needed, basis. The borrowing base is primarily a function of the value of the natural gas and oil properties that collateralize the lending arrangement and will fluctuate with changes in collateral, which may occur as a result of acquisitions or through the establishment of ABS, term loan or other lending structures that result in changes to the collateral base.

In August 2022, the Company amended and restated the credit agreement governing its Credit Facility. The amendment enhanced the alignment with the Company's stated ESG initiatives by including sustainability performance targets ("SPTs") similar to those included in the ABS III, IV, V and VI notes, extended the maturity of the Credit Facility to August 2026. In March 2023, the Company performed its semi-annual redetermination and the borrowing base was resized to $375,000 reflective of the Tanos II collateral and changes in commodity pricing.

The Credit Facility has an interest rate of SOFR plus an additional spread that ranges from 2.75% to 3.75% based on utilization. Interest payments on the Credit Facility are paid on a quarterly basis. Available borrowings under the Credit Facility were $98,640 as of June 30, 2023 which considers the impact of $11,360 in letters of credit issued to certain vendors.

The Credit Facility contains certain customary representations and warranties and affirmative and negative covenants, including covenants relating to: maintenance of books and records; financial reporting and notification; compliance with laws; maintenance of properties and insurance; and limitations on incurrence of indebtedness, liens, fundamental changes, international operations, asset sales, making certain debt payments and amendments, restrictive agreements, investments, restricted payments and hedging. The restricted payment provision governs the Company's ability to make discretionary payments such as dividends, share repurchases, or other discretionary payments. DP RBL Co LLC must comply with the following restricted payments test in order to make discretionary payments (i) leverage is less than 1.5x and borrowing base availability is >25% (ii) leverage is between 1.5x and 2.0x, free cash flow must be positive and borrowing base availability must be >15% (iii) leverage is between 2.0x and 2.5x, free cash flow must be positive and borrowing base availability must be >20% (iv) the Company's restricted payments are restricted when leverage exceeds 2.5x for DP RBL Co LLC.

Additional covenants require DP RBL Co LLC to maintain a ratio of total debt to EBITDAX of not more than 3.25 to 1.00 and a ratio of current assets (with certain adjustments) to current liabilities of not less than 1.00 to 1.00 as of the last day of each fiscal quarter. The fair value of the Credit Facility approximates the carrying value as of June 30, 2023.

Term Loan I

In May 2020, the Company acquired DP Bluegrass LLC ("Bluegrass"), a limited-purpose, bankruptcy-remote, wholly owned subsidiary, to enter into a securitized financing agreement for $160,000, which was

structured as a secured term loan. The Company issued the Term Loan I at a 1% discount and used the proceeds of $158,400 to fund the 2020 Carbon and EQT acquisitions. The Term Loan I is secured by certain producing assets acquired in connection with the Carbon, Blackbeard and Tapstone acquisitions.

The Term Loan I accrues interest at a stated 6.50% annual rate and has a maturity date of May 2030. Interest and principal payments on the Term Loan I are payable on a monthly basis. During the six months ended June 30, 2023 and 2022, the Company incurred $3,911 and $4,455 in interest related to the Term Loan I, respectively. The fair value of the Term Loan I approximates the carrying value as of June 30, 2023.

ABS I Notes

In November 2019, the Company formed Diversified ABS LLC ("ABS I"), a limited-purpose, bankruptcy-remote, wholly-owned subsidiary, to issue BBB- rated asset-backed securities in an aggregate principal amount of $200,000 at par. The ABS I Notes are secured by certain of the Company's upstream producing Appalachian assets. Natural gas production associated with these assets was hedged at 85% at the close of the agreement with long-term derivative contracts.

Interest and principal payments on the ABS I Notes are payable on a monthly basis. During the six months ended June 30, 2023 and 2022, the Company incurred $2,993 and $3,734 of interest related to the ABS I Notes, respectively. The legal final maturity date is January 2037 with an amortizing maturity of December 2029. The ABS I Notes accrue interest at a stated 5% rate per annum. The fair value of the ABS I Notes approximates the carrying value as of June 30, 2023. In the event that ABS I has cash flow in excess of the required payments, ABS I is required to pay between 50% to 100% of the excess cash flow, contingent on certain performance metrics, as additional principal, with the remaining excess cash flow, if any, remaining with the Company. In particular, (a) with respect to any payment date prior to March 1, 2030, (i) if the debt service coverage ratio (the "DSCR") as of such payment date is greater than or equal to 1.25 to 1.00, then 25%, (ii) if the DSCR as of such payment date is less than 1.25 to 1.00 but greater than or equal to 1.15 to 1.00, then 50%, and (iii) if the DSCR as of such payment date is less than 1.15 to 1.00, the production tracking rate for ABS I is less than 80%, or the loan to value ratio is greater than 85%, then 100%, and (b) with respect to any payment date on or after March 1, 2030, 100%.

ABS II Notes

In April 2020, the Company formed Diversified ABS Phase II LLC ("ABS II"), a limited-purpose, bankruptcy-remote, wholly owned subsidiary, to issue BBB- rated asset-backed securities in an aggregate principal amount of $200,000. The ABS II Notes were issued at a 2.775% discount. The Company used the proceeds of $183,617, net of discount, capital reserve requirement, and debt issuance costs, to pay down its Credit Facility. The ABS II Notes are secured by certain of the Company's upstream producing Appalachian assets. Natural gas production associated with these assets was hedged at 85% at the close of the agreement with long-term derivative contracts.

The ABS II Notes accrue interest at a stated 5.25% rate per annum and have a maturity date of July 2037 with an amortizing maturity of September 2028. Interest and principal payments on the ABS II Notes are payable on a monthly basis. During the six months ended June 30, 2023 and 2022, the Company incurred $4,174 and $4,798 in interest related to the ABS II Notes, respectively. The fair value of the ABS II Notes approximates the carrying value as of June 30, 2023.

In the event that ABS II has cash flow in excess of the required payments, ABS II is required to pay between 50% to 100% of the excess cash flow, contingent on certain performance metrics, as additional principal, with the remaining excess cash flow, if any, remaining with the Company. In particular, (a) (i) if the DSCR as of any payment date is less than 1.15 to 1.00, then 100%, (ii) if the DSCR as of such payment date is greater than or equal to 1.15 to 1.00 and less than 1.25 to 1.00, then 50%, or (iii) if the DSCR as of such payment date is greater than or equal to 1.25 to 1.00, then 0%; (b) if the production tracking rate for ABS II is less than 80.0%, then 100%, else 0%; (c) if the loan-to-value ratio ("LTV") as of such payment date is greater than 65.0%, then 100%, else 0%; (d) with respect to any payment date after July 1, 2024 and prior to July 1, 2025, if LTV is greater than 40.0% and ABS II has executed hedging agreements for a minimum period of 30 months starting July 2026 covering production volumes of at least 85% but no more than 95% (the "Extended Hedging Condition"), then 50%, else 0%; (e) with respect to any payment date after July 1, 2025 and prior to October 1, 2025, if LTV is greater than 40.0% or ABS II has not satisfied the

Extended Hedging Condition, then 50%, else 0%; and (f) with respect to any payment date after October 1, 2025, if LTV is greater than 40.0% or ABS II has not satisfied the Extended Hedging Condition, then 100%, else 0%.

ABS III Notes

In February 2022, the Company formed Diversified ABS III LLC ("ABS III"), a limited-purpose, bankruptcy-remote, wholly-owned subsidiary, to issue BBB rated asset-backed securities in an aggregate principal amount of $365,000 at par. The ABS III Notes are secured by certain of the Company's upstream producing, Appalachian assets.

The ABS III Notes accrue interest at a stated 4.875% rate per annum and have a final maturity date of April 2039 with an amortizing maturity of November 2030. Interest and principal payments on the ABS III Notes are payable on a monthly basis. During the six months ended June 30, 2023 and 2022, the Company incurred $7,509 and $7,099 in interest related to the ABS III Notes, respectively. The fair value of the ABS III Notes approximates the carrying value as of June 30, 2023.

In the event that ABS III has cash flow in excess of the required payments, ABS III is required to pay between 50% to 100% of the excess cash flow, contingent on certain performance metrics, as additional principal, with the remaining excess cash flow, if any, remaining with the Company. In particular, (a) (i) if the DSCR as of any payment date is greater than or equal to 1.25 to 1.00, then 0%, (ii) if the DSCR as of such payment date is less than 1.25 to 1.00 but greater than or equal to 1.15 to 1.00, then 50%, and (iii) if the DSCR as of such Payment Date is less than 1.15 to 1.00, then 100%; (b) if the production tracking rate for ABS III (as described in the ABS III Indenture) is less than 80%, then 100%, else 0%; and (c) if the LTV for ABS III is greater than 65%, then 100%, else 0%.

ABS IV Notes

In February 2022, the Company formed Diversified ABS IV LLC ("ABS IV"), a limited-purpose, bankruptcy-remote, wholly-owned subsidiary, to issue BBB rated asset-backed securities in an aggregate principal amount of $160,000 at par. The ABS IV Notes are secured by a portion of the upstream producing assets acquired in connection with the Blackbeard Acquisition.

The ABS IV Notes accrue interest at a stated 4.950% rate per annum and have a final maturity date of February 2037 with an amortizing maturity of September 2030. Interest and principal payments on the ABS IV Notes are payable on a monthly basis. During the six months ended June 30, 2023 and 2022, the Company incurred $3,033 and $2,730 in interest related to the ABS IV Notes, respectively. The fair value of the ABS IV Notes approximates the carrying value as of June 30, 2023.

In the event that ABS IV has cash flow in excess of the required payments, ABS IV is required to pay between 50% to 100% of the excess cash flow, contingent on certain performance metrics, as additional principal, with the remaining excess cash flow, if any, remaining with the Company. In particular, (a) if the DSCR as of any payment date is greater than or equal to 1.25 to 1.00, then 0%, (ii) if the DSCR as of such payment date is less than 1.25 to 1.00 but greater than or equal to 1.15 to 1.00, then 50%, and (iii) if the DSCR as of such Payment Date is less than 1.15 to 1.00, then 100%; (b) if the production tracking rate for ABS IV is less than 80%, then 100%, else 0%; and (c) if the LTV for ABS IV is greater than 65%, then 100%, else 0%.

ABS V Notes

In May 2022, the Company formed Diversified ABS V LLC ("ABS V"), a limited-purpose, bankruptcy-remote, wholly-owned subsidiary, to issue BBB rated asset-backed securities in an aggregate principal amount of $445,000 at par. The ABS V Notes are secured by a majority of the Company's remaining upstream assets in Appalachia that were not securitized by previous ABS transactions.

The ABS V Notes accrue interest at a stated 5.780% rate per annum and have a final maturity date of May 2039 with an amortizing maturity of December 2030. Interest and principal payments on the ABS V Notes are payable on a monthly basis. During the six months ended June 30, 2023 and 2022, the Company incurred $10,273 and $2,286 in interest related to the ABS V Notes, respectively. The fair value of the ABS V Notes approximates the carrying value as of June 30, 2023.

Based on whether certain performance metrics are achieved, ABS V could be required to apply 50% to 100% of any excess cash flow to make additional principal payments. In particular, (a) (i) if the DSCR as of any payment date is greater than or equal to 1.25 to 1.00, then 0%, (ii) if the DSCR as of such payment date is less than 1.25 to 1.00 but greater than or equal to 1.15 to 1.00, then 50%, and (iii) if the DSCR as of such payment date is less than 1.15 to 1.00, then 100%; (b) if the production tracking rate for ABS V is less than 80%, then 100%, else 0%; and (c) if the LTV for ABS V is greater than 65%, then 100%, else 0%.

ABS VI Notes

In October 2022, the Company formed Diversified ABS VI LLC ("ABS VI"), a limited-purpose, bankruptcy-remote, wholly-owned subsidiary, to issue, jointly with Oaktree, BBB+ rated asset-backed securities in an aggregate principal amount of $460,000 ($235,750 to the Company, before fees, representative of its 51.25% ownership interest in the collateral assets). The ABS VI Notes were issued at a 2.63% discount and are secured primarily by the upstream assets that were jointly acquired with Oaktree in the 2021 Tapstone acquisition. Similar to the accounting treatment for acquisitions performed in connection with Oaktree, DEC has recorded it's proportionate share of the note in its Consolidated Statement of Financial Position.

The ABS VI Notes accrue interest at a stated 7.50% rate per annum and have a final maturity date of November 2039 with an amortizing maturity of October 2031. Interest and principal payments on the ABS VI Notes are payable on a monthly basis. During the six months ended June 30, 2023 and the year ended December 31, 2022, the Company incurred $8,257 and $3,300 in interest related to the ABS VI Notes, respectively. The fair value of the ABS VI Notes approximates the carrying value as of June 30, 2023.

Based on whether certain performance metrics are achieved, ABS VI could be required to apply 50% to 100% of any excess cash flow to make additional principal payments. In particular, (a) (i) If the DSCR as of the applicable Payment Date is less than 1.15 to 1.00, then 100%, (ii) if the DSCR as of such Payment Date is greater than or equal to 1.15 to 1.00 and less than 1.25 to 1.00, then 50%, or (iii) if the DSCR as of such Payment Date is greater than or equal to 1.25 to 1.00, then 0%; (b) if the production tracking rate for ABS VI is less than 80%, then 100%, else 0%; and (c) if the LTV for ABS VI is greater than 75%, then 100%, else 0%.

Debt Covenants

ABS I, II, III, IV, V and VI Notes (Collectively, The "ABS Notes") and Term Loan I

The ABS Notes and Term Loan I are subject to a series of covenants and restrictions customary for transactions of this type, including (i) that the Issuer maintains specified reserve accounts to be used to make required interest payments in respect of the ABS Notes and Term Loan I, (ii) provisions relating to optional and mandatory prepayments and the related payment of specified amounts, including specified make-whole payments in the case of the ABS Notes and Term Loan I under certain circumstances, (iii) certain indemnification payments in the event, among other things, that the assets pledged as collateral for the ABS Notes and Term Loan I are used in stated ways defective or ineffective, (iv) covenants related to recordkeeping, access to information and similar matters, and (v) the Issuer will comply with all laws and regulations which it is subject to including ERISA, Environmental Laws, and the USA Patriot Act (ABS III-VI only).

The ABS Notes and Term Loan I are also subject to customary accelerated amortization events provided for in the indenture, including events tied to failure to maintain stated debt service coverage ratios, failure to maintain certain production metrics, certain change of control and management termination events, and event of default and the failure to repay or refinance the ABS Notes and Term Loan I on the applicable scheduled maturity date.

The ABS Notes and Term Loan I are subject to certain customary events of default, including events relating to non-payment of required interest, principal, or other amounts due on or with respect to the ABS Notes and Term Loan I, failure to comply with covenants within certain time frames, certain bankruptcy events, breaches of specified representations and warranties, failure of security interests to be effective and certain judgments.

As of June 30, 2023 the Company was in compliance with all financial covenants for the ABS Notes, Term Loan I and the Credit Facility.

Sustainability-Linked Borrowings

Credit Facility

The Credit Facility contains three SPTs which, depending on the Company's performance thereof, may result in adjustments to the applicable margin with respect to borrowings thereunder:

- GHG Emissions Intensity: The Company's consolidated Scope 1 emissions and Scope 2 emissions, each measured as MT CO_2e per MMcfe;
- Asset Retirement Performance: The number of wells the Company successfully retires during any fiscal year; and
- TRIR Performance: The arithmetic average of the two preceding fiscal years and current period total recordable injury rate computed as the Total Number of Recordable Cases (as defined by the Occupational Safety and Health Administration) multiplied by 200,000 and then divided by total hours worked by all employees during any fiscal year.

The goals set by the Credit Facility for each of these categories are aspirational and represent higher thresholds than the Company has publicly set for itself. The economic repercussions of achieving or failing to achieve these thresholds, however, are relatively minor, ranging from subtracting five basis points to adding five basis points to the applicable margin level in any given fiscal year.

An independent third-party assurance provider will be required to certify the Company's performance of the SPTs.

ABS III & IV

In connection with the issuance of the ABS III & IV notes, the Company retained an independent international provider of ESG research and services to provide and maintain a "sustainability score" with respect to Diversified Energy Company PLC and to the extent such score is below a minimum threshold established at the time of issue of the ABS III & IV notes, the interest payable with respect to the subsequent interest accrual period will increase by five basis points. This score is not dependent on the Company meeting or exceeding any sustainability performance metrics but rather an overall assessment of the Company's corporate ESG profile. Further, this score is not dependent on the use of proceeds of the ABS III & IV notes and there were no such restrictions on the use of proceeds other than pursuant to the terms of the Company's Credit Facility. The Company informs the ABS III & IV note holders in monthly note holder statements as to any change in interest rate payable on the ABS III & IV notes as a result of the change in this sustainability score.

ABS V & VI

In addition, a "second party opinion provider" certified the terms of the ABS V & VI notes as being aligned with the framework for sustainability-linked bonds of the International Capital Markets Association ("ICMA"), applicable to bond instruments for which the financial and/or structural characteristics vary depending on whether predefined ESG objectives, or SPTs, are achieved. The framework has five key components (1) the selection of key performance indicators ("KPIs"), (2) the calibration of SPTs, (3) variation of bond characteristics depending on whether the KPIs meet the SPTs, (4) regular reporting of the status of the KPIs and whether SPTs have been met and (5) independent verification of SPT performance by an external reviewer such as an auditor or environmental consultant. Unlike the ICMA's framework for green bonds, its framework for sustainability-linked bonds do not require a specific use of proceeds.

The ABS V & VI notes contain two SPTs. The Company must achieve, and have certified by April 28, 2027 for ABS V and May 28, 2027 for ABS VI (1) a reduction in Scope 1 and Scope 2 GHG emissions intensity to 2.85 MT CO_2e/MMcfe, and/or (2) a reduction in Scope 1 natural gas emissions intensity to 1.12 MT CO_2e/MMcfe. For each of these SPTs that the Company fails to meet, or have certified by an external verifier that it has met, by April 28, 2027 for ABS V and May 28, 2027 for ABS VI, the interest rate payable with

respect to the ABS V & VI notes will be increased by 25 basis points. In each case, an independent third-party assurance provider will be required to certify the Company's performance of the above SPTs by the applicable deadlines.

Compliance

As of June 30, 2023 the Company met or was in compliance with all sustainability-linked debt metrics..

Future Maturities

The following table provides a reconciliation of the Company's future maturities of its total borrowings as of the reporting date as follows:

	June 30, 2023	December 31, 2022
Not later than one year	$ 231,819	$ 271,096
Later than one year and not later than five years	972,846	778,887
Later than five years	350,543	448,183
Total borrowings	**$1,555,208**	**$1,498,166**

Finance Costs

The following table represents the Company's finance costs for each of the periods presented:

	Six Months Ended	
	June 30, 2023	June 30, 2022
Interest expense, net of capitalized and income amounts[(a)]	$58,768	$33,322
Amortization of discount and deferred finance costs	8,968	5,797
Other	—	43
Total finance costs	**$67,736**	**$39,162**

(a) Includes payments related to borrowings and leases.

Financing Activities

Reconciliation of borrowings arising from financing activities:

	Six Months Ended	
	June 30, 2023	June 30, 2022
Balance at beginning of period	**$1,440,329**	**$ 1,010,355**
Acquired as part of a business combination	—	2,437
Proceeds from borrowings	840,230	1,730,200
Repayments of borrowings	(782,990)	(1,392,883)
Costs incurred to secure financing	(1,730)	(24,579)
Amortization of discount and deferred financing costs	8,968	5,797
Cash paid for interest	(59,415)	(32,605)
Finance costs and other	59,217	32,604
Balance at end of period	**$1,504,609**	**$ 1,331,326**

Subsequent Events

From time to time the Company enters into financing arrangements which maximize the lending value of its collateral to bolster liquidity. In August 2023, the Company entered into a credit agreement providing it the ability to borrow up to $135,000 in loans and extensions of credit from the lender upon meeting conditions considered customary for agreements of this nature. The borrowing base is primarily a function of the value of the natural gas and oil properties that will collateralize the lending arrangement. The Credit

Facility has an interest rate of SOFR plus an additional spread that ranges from 4.00% to 5.00% based on the period drawn. The legal maturity for the credit agreement is August 24, 2026.

NOTE 12 — OTHER LIABILITIES

(Amounts in thousands, except per share and per unit data)

The following table includes details of other liabilities as of the periods presented:

	June 30, 2023	December 31, 2022
Other non-current liabilities		
Other non-current liabilities[(a)]	$ 2,687	$ 5,375
Total other non-current liabilities	**$ 2,687**	**$ 5,375**
Other current liabilities		
Accrued expenses[(b)]	$ 97,299	$140,058
Taxes payable	41,336	41,907
Net revenue clearing[(c)]	60,746	186,244
Asset retirement obligations – current	4,517	4,529
Revenue to be distributed[(d)]	98,803	90,899
Total other current liabilities	**$302,701**	**$463,637**

(a) Other non-current liabilities primarily represent the long-term portion of the value associated with the upfront promote received from Oaktree. The upfront promote allows the Company to obtain a 51.25% interest for tranche 1 deals and 52.5% interest for tranche 2 deals in the net assets associated with the acquisition while only paying 50% of the total consideration. The upfront promote is intended to compensate the Company for the administrative expansion necessary with acquired growth and is amortized to G&A expense over the life of the promote.

(b) As of June 30, 2023 accrued expenses primarily consisted of hedge settlements payable, accrued capital projects and operating expenses. The year-over-year decrease is primarily a result of a decrease in hedge settlements payable of $46,071 due to lower commodity prices year-over-year.

(c) Net revenue clearing is estimated revenue that is payable to third-party working interest owners. The year-over-year decrease is a result of lower commodity prices year-over-year.

(d) Revenue to be distributed is revenue that is payable to third-party working interest owners, but has yet to be paid due to title, legal, ownership or other issues. The Company releases the underlying liability as the aforementioned issues become resolved. As the timing of resolution is unknown, the Company records the balance as a current liability. Revenue to be distributed increased year-over-year as a result of our acquisitions and recurring operating activity.

NOTE 13 — FAIR VALUE AND FINANCIAL INSTRUMENTS

Fair Value

The fair value of an asset or liability is the price that would be received to sell that asset or paid to transfer that liability in an orderly transaction occurring in the principal market (or most advantageous market in the absence of a principal market) for such asset or liability. In estimating fair value, the Company utilizes valuation techniques that are consistent with the market approach, the income approach and/or the cost approach. Such valuation techniques are consistently applied. Inputs to valuation techniques include the assumptions that market participants would use in pricing an asset or liability. IFRS 13, Fair Value Measurement ("IFRS 13") establishes a fair value hierarchy for valuation inputs that gives the highest priority to quoted prices in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. The fair value hierarchy is defined as follows:

Level 1: Inputs are unadjusted, quoted prices in active markets for identical assets at the measurement date.

Level 2: Inputs (other than quoted prices included in Level 1) can include the following:

(1) Observable prices in active markets for similar assets;

(2) Prices for identical assets in markets that are not active;

(3) Directly observable market inputs for substantially the full term of the asset; and

(4) Market inputs that are not directly observable but are derived from or corroborated by observable market data.

Level 3: Unobservable inputs which reflect the Directors' best estimates of what market participants would use in pricing the asset at the measurement date.

Financial Instruments

Working Capital

The carrying values of cash and cash equivalents, trade receivables, other current assets, accounts payable and other current liabilities in the Consolidated Statement of Financial Position approximate fair value because of their short-term nature. For trade receivables, the Company applies the simplified approach permitted by IFRS 9, Financial Instruments ("IFRS 9"), which requires expected lifetime losses to be recognized from initial recognition of the receivables. Financial liabilities are initially measured at fair value and subsequently measured at amortized cost.

For borrowings, derivative financial instruments, and leases the following methods and assumptions were used to estimate fair value:

Borrowings

The fair values of the Company's ABS Notes and Term Loan I are considered to be a Level 2 measurement on the fair value hierarchy. The carrying values of the borrowings under the Company's Credit Facility (to the extent utilized) approximates fair value because the interest rate is variable and reflective of market rates. The Company considers the fair value of its Credit Facility to be a Level 2 measurement on the fair value hierarchy.

Leases

The Company initially measures the lease liability at the present value of the future lease payments. The lease payments are discounted using the interest rate implicit in the lease. When this rate cannot be readily determined, the Company uses its incremental borrowing rate.

Derivative Financial Instruments

The Company measures the fair value of its derivative financial instruments based upon a pricing model that utilizes market-based inputs, including, but not limited to, the contractual price of the underlying position, current market prices, natural gas and liquids forward curves, discount rates such as the U.S. Treasury yields, SOFR curve, and volatility factors.

The Company has classified its derivative financial instruments into the fair value hierarchy depending upon the data utilized to determine their fair values. The Company's fixed price swaps (Level 2) are estimated using third-party discounted cash flow calculations using the NYMEX futures index for natural gas and oil derivatives and OPIS for NGLs derivatives. The Company utilizes discounted cash flow models for valuing its interest rate derivatives (Level 2). The net derivative values attributable to the Company's interest rate derivative contracts as of June 30, 2023 are based on (i) the contracted notional amounts, (ii) active market-quoted SOFR yield curves and (iii) the applicable credit-adjusted risk-free rate yield curve.

The Company's call options, put options, collars and swaptions (Level 2) are valued using the Black-Scholes model, an industry standard option valuation model that takes into account inputs such as contract terms, including maturity, and market parameters, including assumptions of the NYMEX and OPIS futures index, interest rates, volatility and credit worthiness. Inputs to the Black-Scholes model, including

the volatility input are obtained from a third-party pricing source, with independent verification of the most significant inputs on a monthly basis. A change in volatility would result in a change in fair value measurement, respectively.

The Company's basis swaps (Level 2) are estimated using third-party calculations based upon forward commodity price curves.

There were no transfers between fair value levels for the six months ended June 30, 2023.

The following table includes the Company's financial instruments as at the periods presented:

	June 30, 2023	December 31, 2022
Cash and cash equivalents	$ 4,208	$ 7,329
Trade receivables and accrued income	195,038	296,781
Other non-current assets	3,678	4,351
Other non-current liabilities[(a)]	(936)	(1,669)
Other current liabilities[(b)]	(256,848)	(417,201)
Derivative financial instruments at fair value	(679,029)	(1,429,966)
Leases	(33,308)	(28,862)
Borrowings	(1,555,208)	(1,498,166)
Total	**$(2,322,405)**	**$(3,067,403)**

(a) Excludes the long-term portion of the value associated with the upfront promote received from Oaktree.

(b) Includes accrued expenses, net revenue clearing and revenue to be distributed. Excludes taxes payable and asset retirement obligations.

NOTE 14 — CONTINGENCIES

Litigation And Regulatory Proceedings

The Company is involved in various pending legal issues that have arisen in the ordinary course of business. The Company accrues for litigation, claims and proceedings when a liability is both probable and the amount can be reasonably estimated. As of June 30, 2023, the Company did not have any material amounts accrued related to litigation or regulatory matters. For any matters where it is not possible to estimate the amount of any additional loss, or range of loss that is reasonably possible, no amounts have been accrued for, but, based on the nature of the claims, management believes that current litigation, claims and proceedings are not, individually or in aggregate, after considering insurance coverage and indemnification, likely to have a material adverse impact on the Company's financial position, results of operations or cash flows.

The Company has no other contingent liabilities that would have a material impact on its financial position, results of operations or cash flows.

Environmental Matters

The Company's operations are subject to environmental regulation in all the jurisdictions in which it operates, and it was in material compliance as of June 30, 2023. The Company is unable to predict the effect of additional environmental laws and regulations which may be adopted in the future, including whether any such laws or regulations would adversely affect its operations. The Company can offer no assurance regarding the significance or cost of compliance associated with any such new environmental legislation once implemented.

NOTE 15 — RELATED PARTY TRANSACTIONS

The Company had no related party activity in 2023 or 2022.

NOTE 16 — SUBSEQUENT EVENTS

The Company determined the need to disclose the following material transactions that occurred subsequent to June 30, 2023, which have been described within each relevant footnote as follows:

Description	Footnote
Acquisitions and Divestitures	Note 4
Derivative Financial Instruments	Note 7
Dividends	Note 9
Borrowings	Note 11

Exhibit 1.1

THE COMPANIES ACT 2006

A PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

DIVERSIFIED ENERGY COMPANY PLC

(Adopted by Special Resolution passed on
27 April 2021, and amended by Special Resolutions passed on 26 April 2022 and 2 May 2023)

No. 09156132

LATHAM&WATKINS
99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel: +44.20.7710.1000
www.lw.com

CONTENTS

Company number

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PRELIMINARY

1. STANDARD REGULATIONS DO NOT APPLY

None of the regulations in the model articles for public companies set out in Schedule 3 to the Companies (Model Articles) Regulations 2008 shall apply to the Company.

2. INTERPRETATION

2.1 In these articles, unless the contrary intention appears:

(a) the following definitions apply:

"**these articles**" means these articles of association, as from time to time altered;

"**board**" means the board of directors for the time being of the Company;

"**clear days**" means, in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"**Companies Act**" means the Companies Act 2006 (as amended);

"**committee**" means a committee of the board;

"**Company**" means Diversified Energy Company PLC;

"**director**" means a director for the time being of the Company;

"**Disclosure Guidance and Transparency Rules**" means the disclosure guidance and transparency rules for the time being in force, as published by the FCA in the FCA Handbook;

"**electronic address**" has the same meaning as in the Companies Act;

"**electronic form**" has the same meaning as in the Companies Act;

"**electronic means**" has the same meaning as in the Companies Act;

"**FCA**" means the Financial Conduct Authority;

"**hard copy form**" has the same meaning as in the Companies Act;

"**holder**" in relation to any share means the member whose name is entered in the register as the holder of that share;

"**office**" means the registered office for the time being of the Company;

"**paid up**" means paid up or credited as paid up;

"**person entitled by transmission**" means a person whose entitlement to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law has been noted in the register;

a "**proxy notification address**" means the address or addresses (including any electronic address) specified in a notice of a meeting or in any other information issued by the Company in relation to a meeting (or, as the case may be, an adjourned meeting or a poll) for the receipt of proxy notices relating to that meeting (or adjourned meeting or poll) or, if no such address is specified, the office;

"**register**" means either or both of the issuer register of members and the Operator register of members;

"**relevant system**" means a computer-based system, and procedures, which enable title to units of a security to be evidenced and transferred without a written instrument, pursuant to the Uncertificated Securities Regulations 2001 or any relevant regulations made pursuant to the Companies Act;

"**seal**" means any common seal of the Company or any official seal or securities seal which the Company may have or be permitted to have under the Statutes;

"**secretary**" means the secretary of the Company or, if there are joint secretaries, any of the joint secretaries and includes an assistant or deputy secretary and any person appointed by the board to perform any of the duties of the secretary of the Company;

"**Statutes**" means the Companies Act, the Uncertificated Securities Regulations 2001 and every other statute, statutory instrument, regulation or order for the time being in force concerning the Company;

"**treasury shares**" means those shares held by the Company in treasury in accordance with section 724 of the Companies Act; and

"**working day**" has the same meaning as in the Companies Act;

(b) any reference to an uncertificated share, or to a share being held in uncertificated form, means a share title which may be transferred by means of a relevant system, and any reference to a certificated share means any share other than an uncertificated share;

(c) any other words or expressions defined in the Companies Act or, if not defined in the Companies Act, in any other of the Statutes (in each case as in force on the date these articles take effect) have the same meaning in these articles except that the word **company** includes any body corporate;

(d) any reference in these articles to any statute or statutory provision includes a reference to any modification or re-enactment of it for the time being in force;

(e) words importing the singular number include the plural number and vice versa, words importing one gender include the other gender and words importing persons include bodies corporate and unincorporated associations;

(f) any reference to writing includes a reference to any method of reproducing words in a legible form;

(g) any reference to a document being sealed or executed under seal or under the common seal of any body corporate (including the Company) or any similar expression includes a reference to its being executed in any other manner which has the same effect as if it were executed under seal;

(h) any reference to a meeting shall not be taken as requiring more than one person to be present in person if any quorum requirement can be satisfied by one person;

(i) any reference to a show of hands includes such other method of casting votes as the board may from time to time approve;

(j) where the Company has a power of sale or other right of disposal in relation to any share, any reference to the power of the Company or the board to authorise a person to transfer that share to or as directed by the person to whom the share has been sold or disposed of shall, in the case of an uncertificated share, be deemed to include a reference to such other action as may be necessary to enable that share to be registered in the name of that person or as directed by him; and

(k) any reference to:

(i) rights attaching to any share;

(ii) members having a right to attend and vote at general meetings of the Company;

(iii) dividends being paid, or any other distribution of the Company's assets being made, to members; or

(iv) interests in a certain proportion or percentage of the issued share capital, or any class of share capital;

shall, unless otherwise expressly provided by the Statutes, be construed as though any treasury shares held by the Company had been cancelled.

2.2 Subject to the Statutes, a special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required.

2.3 Headings to these articles are inserted for convenience only and shall not affect construction.

3. OBJECTS

Nothing in these articles shall constitute a restriction on the objects of the Company to do (or omit to do) any act and, in accordance with section 31(1) of the Companies Act, the Company's objects are unrestricted.

4. LIMITED LIABILITY

The liability of the members is limited to the amount, if any, unpaid on the shares in the Company respectively held by them.

SHARE CAPITAL

5. RIGHTS ATTACHED TO SHARES

Subject to the Statutes and to the rights conferred on the holders of any other shares, any share may be issued with or have attached to it such rights and restrictions as the Company may by ordinary resolution decide or, if no such resolution is in effect or so far as the resolution does not make specific provision, as the board may decide.

6. ALLOTMENT (ETC.) OF SHARES

Subject to the Statutes, these articles and any resolution of the Company, the board may offer, allot (with or without conferring a right of renunciation), grant options over or otherwise deal with or dispose of any shares to such persons, at such times and generally on such terms as the board may decide.

7. AUTHORITY TO ALLOT SHARES AND GRANT RIGHTS

The Company may from time to time pass an ordinary resolution referring to this article and authorising, in accordance with section 551 of the Companies Act, the board to exercise all the powers of the Company to allot shares in the Company or to grant rights to subscribe for or to convert any security into shares in the Company and:

(a) on the passing of the resolution the board shall be generally and unconditionally authorised to allot such shares or grant such rights up to the maximum nominal amount specified in the resolution; and

(b) unless previously revoked the authority shall expire on the day specified in the resolution (not being more than five years from the date on which the resolution is passed),

but any authority given under this article shall allow the Company, before the authority expires, to make an offer or agreement which would or might require shares to be allotted or rights to be granted after it expires.

8. DIS-APPLICATION OF PRE-EMPTION RIGHTS

8.1 Subject (other than in relation to the sale of treasury shares) to the board being generally authorised to allot shares and grant rights to subscribe for or to convert any security into shares in the Company in accordance with section 551 of the Companies Act, the Company may from time to time resolve, by a special resolution referring to this article, that the board be given power to allot equity securities for cash and, on the passing of the resolution, the board shall have power to allot (pursuant to that authority) equity securities for cash as if section 561 of the Companies Act did not apply to the allotment but that power shall be limited to:

(a) the allotment of equity securities in connection with a rights issue; and

(b) the allotment (other than in connection with a rights issue) of equity securities having a nominal amount not exceeding in aggregate the sum specified in the special resolution,

and unless previously revoked, that power shall (if so provided in the special resolution) expire on the date specified in the special resolution of the Company. The Company may before the power expires make an offer or agreement which would or might require equity securities to be allotted after it expires.

8.2 For the purposes of this article:

(a) **equity securities** and **ordinary shares** have the meanings given in section 560 of the Companies Act;

(b) **rights issue** means an offer or issue of equity securities open for acceptance for a period fixed by the board to or in favour of holders of shares in proportion (as nearly as may be practicable) to their existing holdings but the board may make such exclusions or other arrangements as the board considers expedient in relation to treasury shares, fractional entitlements, record dates, legal or practical problems under the laws in any territory or the requirements of any relevant regulatory body or stock exchange or any other matter; and

(c) a reference to the **allotment of equity securities** includes (pursuant to sections 560(2) and (3) of the Companies Act) the grant of a right to subscribe for, or to convert any securities into, ordinary shares in the Company, and the sale of any ordinary shares in the Company that immediately before the sale, were held by the Company as treasury shares.

9. POWER TO PAY COMMISSION

The Company may in connection with the issue of any shares exercise all powers of paying commission conferred or permitted by the Statutes.

10. POWER TO ALTER SHARE CAPITAL

10.1 The Company may exercise the powers conferred by the Statutes to:

(a) increase its share capital by allotting new shares;

(b) reduce its share capital;

(c) sub-divide or consolidate and divide all or any of its share capital;

(d) redenominate all or any of its shares and reduce its share capital in connection with such a redenomination.

10.2 A resolution by which any share is sub-divided may determine that, as between the holders of the shares resulting from the sub-division, one or more of the shares may have such preferred or other special rights, or may have such qualified or deferred rights or be subject to such restrictions, as compared with the other or others, as the Company has power to attach to new shares.

10.3 If as a result of any consolidation and division or sub-division of shares any members would become entitled to fractions of a share, the board may deal with the fractions as it thinks fit. In particular, the board may:

(a) (on behalf of those members) aggregate and sell the shares representing the fractions to any person (including, subject to the Statutes, the Company) and distribute the net proceeds of sale in due proportion among those members (except that any proceeds in respect of any holding less than a sum fixed by the board may be retained for the benefit of the Company); or

(b) subject to the Statutes, first, allot to a member credited as fully paid by way of capitalisation of any reserve account of the Company such number of shares as rounds up his holding to a number which, following consolidation and division or sub-division, leaves a whole number of shares.

10.4 For the purpose of a sale under paragraph 10.3(a) above, the board may authorise a person to transfer the shares to, or as directed by, the purchaser, who shall not be bound to see to the application of the purchase money and the title of the new holder to the shares shall not be affected by any irregularity in or invalidity of the proceedings relating to the sale.

11. POWER TO PURCHASE OWN SHARES

Subject to the Statutes, the Company may purchase all or any of its shares of any class, including any redeemable shares.

12. POWER TO REDUCE CAPITAL

Subject to the Statutes and to any rights conferred on the holders of any class of shares, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

13. TRUSTS NOT RECOGNISED

Except as required by law or these articles, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or required to recognise (even when having notice of it) any interest in or in respect of any share, except the holder's absolute right to the entirety of the share.

UNCERTIFICATED SHARES – GENERAL POWERS

14. UNCERTIFICATED SHARES – GENERAL POWERS

14.1 The board may permit any class of shares to be held in uncertificated form and to be transferred by means of a relevant system and may revoke any such permission.

14.2 In relation to any share which is for the time being held in uncertificated form:

(a) the Company may utilise the relevant system in which it is held to the fullest extent available from time to time in the exercise of any of its powers or functions under the Statutes or these articles or otherwise in effecting any actions and the board may from time to time determine the manner in which such powers, functions and actions shall be so exercised or effected;

(b) any provision in these articles which is inconsistent with:

(i) the holding or transfer of that share in the manner prescribed or permitted by the Statutes;

(ii) any other provision of the Statutes relating to shares held in uncertificated form; or

(iii) the exercise of any powers or functions by the Company or the effecting by the Company of any actions by means of a relevant system,

shall not apply,

(c) the Company may, by notice to the holder of that share, require the holder to change the form of such share to certificated form within such period as may be specified in the notice;

(d) the Company may require that share to be converted into certificated form in accordance with the Statutes; and

(e) the Company shall not issue a certificate.

14.3 The Company may, by notice to the holder of any share in certificated form, direct that the form of such share may not be changed to uncertificated form for a period specified in such notice.

14.4 For the purpose of effecting any action by the Company, the board may determine that shares held by a person in uncertificated form shall be treated as a separate holding from shares held by that person in certificated form but shares of a class held by a person in uncertificated form shall not be treated as a separate class from shares of that class held by that person in certificated form.

VARIATION OF RIGHTS

15. VARIATION OF RIGHTS

15.1 Whenever the share capital of the Company is divided into different classes of shares, all or any of the rights for the time being attached to any class of shares in issue may from time to time (whether or not the Company is being wound up) be varied in such manner as those rights may provide or (if no such provision is made) either with the consent in writing of the holders of three-fourths in nominal value of the issued shares of that class or with the authority of a special resolution passed at a separate general meeting of the holders of those shares.

15.2 The provisions of these articles relating to general meetings of the Company or to the proceedings at general meetings shall apply, *mutatis mutandis,* to every such separate general meeting, except that:

(a) the quorum at any such meeting (other than an adjourned meeting) shall be two members present in person or by proxy holding at least one-third in nominal amount of the issued shares of the class;

(b) at an adjourned meeting the quorum shall be one member present in person or by proxy holding shares of the class;

(c) every holder of shares of the class shall, on a poll, have one vote in respect of every share of the class held by him; and

(d) a poll may be demanded by any one holder of shares of the class whether present in person or by proxy.

15.3 Unless otherwise expressly provided by the rights attached to any class of shares those rights shall not be deemed to be varied by the creation or issue of further shares ranking *pari passu* with them or by the purchase or redemption by the Company of any of its own shares.

TRANSFERS OF SHARES

16. RIGHT TO TRANSFER SHARES

Subject to the restrictions in these articles, a member may transfer all or any of his shares in any manner which is permitted by the Statutes and is from time to time approved by the board.

17. TRANSFERS OF UNCERTIFICATED SHARES

The Company shall maintain a record of uncertificated shares in accordance with the Statutes.

18. TRANSFERS OF CERTIFICATED SHARES

18.1 An instrument of transfer of a certificated share may be in any usual form or in any other form which the board may approve and shall be signed by or on behalf of the transferor and (except in the case of a fully paid share) by or on behalf of the transferee.

18.2 The board may, in its absolute discretion refuse to register any instrument of transfer of a certificated share:

(a) which is not fully paid up but, in the case of a class of shares which has been admitted to official listing by the FCA, not so as to prevent dealings in those shares from taking place on an open and proper basis; or

(b) on which the Company has a lien.

18.3 The board may also refuse to register any instrument of transfer of a certificated share unless it is:

(a) left at the office, or at such other place as the board may decide, for registration;

(b) accompanied by the certificate for the shares to be transferred and such other evidence (if any) as the board may reasonably require to prove the title of the intending transferor or his right to transfer the shares; and

(c) in respect of only one class of shares.

18.4 All instruments of transfer which are registered may be retained by the Company, but any instrument of transfer which the board refuses to register shall (except in any case where fraud or any other crime involving dishonesty is suspected in relation to such transfer) be returned to the person presenting it.

19. OTHER PROVISIONS RELATING TO TRANSFERS

19.1 No fee shall be charged for registration of a transfer or other document or instruction relating to or affecting the title to any share.

19.2 The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register in respect of the share.

19.3 Nothing in these articles shall preclude the board from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.

19.4 Unless otherwise agreed by the board in any particular case, the maximum number of persons who may be entered on the register as joint holders of a share is four.

20. NOTICE OF REFUSAL

If the board refuses to register a transfer of a certificated share it shall, as soon as practicable and in any event within two months after the date on which the instrument of transfer was lodged, give to the transferee notice of the refusal together with its reasons for refusal. The board shall provide the transferee with such further information about the reasons for the refusal as the transferee may reasonably request.

TRANSMISSION OF SHARES

21. TRANSMISSION ON DEATH

If a member dies, the survivor, where the deceased was a joint holder, and his personal representatives where he was a sole or the only surviving holder, shall be the only person or persons recognised by the Company as having any title to his shares, but nothing in these articles shall release the estate of a deceased holder from any liability in respect of any share held by him solely or jointly.

22. ELECTION OF PERSON ENTITLED BY TRANSMISSION

22.1 A person becoming entitled to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to a transmission by operation of law may, on producing such evidence as the board may require and subject as provided in this article, elect either to be registered himself as the holder of the share or to have some person nominated by him registered as the holder of the share.

22.2 If he elects to be registered himself, he shall give notice to the Company to that effect. If he elects to have another person registered, he shall execute a transfer of the share to that person or shall execute such other document or take such other action as the board may require to enable that person to be registered.

22.3 The provisions of these articles relating to the transfer of shares shall apply to the notice or instrument of transfer or other document or action as if it were a transfer effected by the person from whom the title by transmission is derived and the event giving rise to such transmission had not occurred.

23. RIGHTS OF PERSON ENTITLED BY TRANSMISSION

23.1 A person becoming entitled to a share in consequence of a death or bankruptcy or of any other event giving rise to a transmission by operation of law shall have the right to receive and give a discharge for any dividends or other moneys payable in respect of the share and shall have the same rights in relation to the share as he would have if he were the holder except that, until he becomes the holder, he shall not be entitled to attend or vote at any general meeting of the Company.

23.2 The board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and, if after 60 days the notice has not been complied with, the board may withhold payment of all dividends or other moneys payable in respect of the share until the requirements of the notice have been complied with.

DISCLOSURE OF INTERESTS IN SHARES

24. DISCLOSURE OF INTERESTS IN SHARES

24.1 This article applies where the Company gives to the holder of a share or to any person appearing to be interested in a share a notice requiring any of the information mentioned in section 793 of the Companies Act (a "**section 793 notice**").

24.2 If a section 793 notice is given by the Company to a person appearing to be interested in any share, a copy shall at the same time be given to the holder, but the accidental omission to do so or the non-receipt of the copy by the holder shall not prejudice the operation of the following provisions of this article.

24.3 If the holder of, or any person appearing to be interested in, any share has been given a section 793 notice and, in respect of that share (a "**default share**"), has been in default for a period of 14days after the section 793 notice has been given in supplying to the Company the information required by the section 793 notice, the restrictions referred to below shall apply. Those restrictions shall continue for the period specified by the board, being not more than seven days after the earlier of:

(a) the Company being notified that the default shares have been sold pursuant to an exempt transfer; or

(b) due compliance, to the satisfaction of the board, with the section 793 notice,

the board may waive these restrictions, in whole or in part, at any time.

24.4 The restrictions referred to above are as follows:

(a) if the default shares in which any one person is interested or appears to the Company to be interested represent less than 0.25% of the issued shares of the class, the holders of the default shares shall not be entitled, in respect of those shares, to attend or to vote, either personally or by proxy, at any general meeting of the Company; or

(b) if the default shares in which any one person is interested or appears to the Company to be interested represent at least 0.25% of the issued shares of the class, the holders of the default shares shall not be entitled, in respect of those shares:

(i) to attend or to vote, either personally or by proxy, at any general meeting of the Company; or

(ii) to receive any dividend or other distribution; or

(iii) to transfer or agree to transfer any of those shares or any rights in them,

the restrictions in paragraphs 24.4(a) and 24.4(b) above shall not prejudice the right of either the member holding the default shares or, if different, any person having a power of sale over those shares to sell or agree to sell those shares under an exempt transfer.

24.5 If any dividend or other distribution is withheld under paragraph 24.4(b) above, the member shall be entitled to receive it as soon as practicable after the restriction ceases to apply.

24.6 If, while any of the restrictions referred to above apply to a share, another share is allotted in right of it (or in right of any share to which this paragraph applies), the same restrictions shall apply to that other share as if it were a default share. For this purpose, shares which the Company allots, or procures to be offered, *pro rata* (disregarding fractional entitlements and shares not offered to certain members by reason of legal or practical problems associated with issuing or offering shares outside the United Kingdom) to holders of shares of the same class as the default share shall be treated as shares allotted in right of existing shares from the date on which the allotment is unconditional or, in the case of shares so offered, the date of the acceptance of the offer.

24.7 For the purposes of this article:

(a) an **exempt transfer** in relation to any share is a transfer pursuant to:

(i) a sale of the share on a recognised investment exchange in the United Kingdom or on any stock exchange outside the United Kingdom on which shares of that class are listed or normally traded; or

(ii) a sale of the whole beneficial interest in the share to a person whom the board is satisfied is unconnected with the existing holder or with any other person appearing to be interested in the share; or

(iii) acceptance of a takeover offer (as defined for the purposes of Part 28 of the Companies Act);

(b) the percentage of the issued shares of a class represented by a particular holding shall be calculated by reference to the shares in issue at the time when the section 793 notice is given; and

(c) a person shall be treated as appearing to be interested in any share if the Company has given to the member holding such share a section 793 notice and either (i) the member has named the person as being interested in the share or (ii) (after taking into account any response to any section 793 notice and any other relevant information) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the share.

24.8 The Company may exercise any of its powers under article 14 in respect of any default shares in uncertificated form.

24.9 The provisions of this article are without prejudice to the provisions of section 794 of the Companies Act and, in particular, the Company may apply to the court under section 794(1) of the Companies Act whether or not these provisions apply or have been applied.

GENERAL MEETINGS

25. ANNUAL GENERAL MEETINGS

The board shall convene and the Company shall hold annual general meetings in accordance with the Statutes.

26. CONVENING OF GENERAL MEETINGS OTHER THAN ANNUAL GENERAL MEETINGS

26.1 The board may convene a general meeting other than an annual general meeting whenever and however (including by way of an electronic platform) it thinks fit.

26.2 A general meeting may also be convened in accordance with article 65.

26.3 A general meeting shall also be convened by the board on the requisition of members under the Statutes or, in default, may be convened by such requisitionists, as provided by the Statutes.

26.4 The board shall comply with the Statutes regarding the giving and the circulation, on the requisition of members, of notices of resolutions and of statements with respect to matters relating to any resolution to be proposed or business to be dealt with at any general meeting of the Company.

27. SEPARATE GENERAL MEETINGS

Subject to these articles and to any rights for the time being attached to any class of shares in the Company, the provisions of these articles relating to general meetings of the Company (including, for the avoidance of doubt, provisions relating to the proceedings at general meetings or to the rights of any person to attend or vote or be represented at general meetings or to any restrictions on these rights) shall apply, *mutatis mutandis*, in relation to every separate general meeting of the holders of any class of shares in the Company.

NOTICE OF GENERAL MEETINGS

28. LENGTH AND FORM OF NOTICE

28.1 Subject to the Statutes, an annual general meeting shall be called by not less than 21 clear days' notice and all other general meetings shall be called by not less than 14 clear days' notice or by not less than such minimum notice period as is permitted by the Statutes.

28.2 The notice (including any notice given by means of a website) shall comply with all applicable requirements in the Statutes and shall specify whether the meeting will be an annual general meeting.

28.3 Notice of every general meeting shall be given to all members other than any who, under these articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, and also to the auditors (or, if more than one, each of them) and to each director.

28.4 Subject to the Statutes, the notice of every general meeting shall specify the time, date and place of the meeting (including without limitation any satellite meeting place arranged for the purposes of this Article 28, which shall be identified as such in the notice) and the general nature of the business.

28.5 Where the general meeting is to be conducted by way of electronic meetings, the notice shall specify the electronic platform for the meeting, which electronic platform may vary from time to time and from meeting to meeting as the board may, in its sole discretion, see fit.

29. OMISSION OR NON-RECEIPT OF NOTICE

29.1 The accidental omission to give notice of a general meeting to, or the non-receipt of notice by, any person entitled to receive the notice shall not invalidate the proceedings of that meeting.

29.2 Paragraph 29.1 above applies to confirmatory copies of notices (and confirmatory notifications of website notices) of meetings sent pursuant to article 122.2(b) in the same way as it applies to notices of meetings.

30. POSTPONEMENT OF GENERAL MEETING

If the board considers that it is impracticable or unreasonable to hold the physical general meeting on the date or at the time or place stated in the notice calling the meeting, or the electronic general meeting on the electronic platform specified in the notice and/or the time, it may postpone the date, move the time or change the electronic platform on which the meeting is to be held (or (do all of the aforementioned actions)). The board shall take reasonable steps to ensure that notice of the date, time, place or electronic platform of the rearranged meeting is given to any member trying to attend the meeting on the basis of the details set out in the original notice of the general meeting. Notice of the business to be transacted at such rearranged meeting shall not be required. If a meeting is rearranged in this way, appointments of proxy are valid if they are received as required by these articles not less than 48 hours before the time appointed for holding the rearranged meeting and for the purpose of calculating this period, the board can decide in their absolute discretion, not to take account of any part of a day that is not a working day. The board may also postpone or move the rearranged meeting (or do both) under this article.

PROCEEDINGS AT GENERAL MEETINGS

31. QUORUM

31.1 No business shall be transacted at any general meeting unless the requisite quorum is present when the meeting proceeds to business.

31.2 Except as otherwise provided by these articles two qualifying persons entitled to vote shall be a quorum, unless:

(a) each is a qualifying person only because he is authorised to act as the representative of a corporation in relation to the meeting, and they are representatives of the same corporation; or

(b) each is a qualifying person only because he is appointed as proxy of a member in relation to the meeting, and they are proxies of the same member.

31.3 For the purposes of this article, a **qualifying person** means:

(a) an individual who is a member of the Company;

(b) a person authorised to act as the representative of a corporation in relation to the meeting; or

(c) a person appointed as proxy of a member in relation to the meeting.

31.4 If within 15 minutes from the time fixed for holding a general meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case, it shall stand adjourned for ten clear days (or, if that day is a Saturday, a Sunday or a holiday, to the next working day) and at the same time and place, or electronic platform, as the original meeting, or, subject to article 36.4 and the Statutes, to such other day, and at such other time and place, or electronic platform, as the board may decide.

31.5 If at an adjourned meeting a quorum is not present within 15 minutes from the time fixed for holding the meeting, the meeting shall be dissolved.

32. SECURITY

32.1 The board may make any security arrangements which it considers appropriate relating to the holding of a physical general meeting of the Company including, without limitation, arranging for any person attending a meeting to be searched and for items of personal property which may be taken into a meeting to be restricted. A director or the secretary may:

(a) refuse entry to a meeting to any person who refuses to comply with any such arrangements; and

(b) eject from a meeting any person who causes the proceedings to become disorderly.

32.2 The board may make any security arrangements which it considers appropriate relating to the holding of an electronic general meeting of the Company including, without limitation, authorising any voting application, system or facility for electronic general meetings as it sees fit.

33. CHAIRMAN

At each general meeting, the chairman of the board (if any) or, if he is absent or unwilling, the deputy chairman (if any) of the board or (if more than one deputy chairman is present and willing) the deputy chairman who has been longest in such office, shall preside as chairman of the meeting. If neither the chairman nor deputy chairman is present and willing, one of the other directors selected for the purpose by the directors present or, if only one director is present and willing, that director, shall preside as chairman of the meeting. If no director is present within 15 minutes after the time fixed for holding the meeting or if none of the directors present is willing to preside as chairman of the meeting, the members present and entitled to vote shall choose one of their number to preside as chairman of the meeting.

34. RIGHT TO ATTEND AND SPEAK

34.1 A director shall be entitled to attend and speak at any general meeting of the Company whether or not he is a member.

34.2 The chairman may invite any person to attend and speak at any general meeting of the Company if he considers that such person has the appropriate knowledge or experience of the Company's business to assist in the deliberations of the meeting.

34.3 A proxy shall be entitled to speak at any general meeting of the Company.

35. RESOLUTIONS AND AMENDMENTS

35.1 Subject to the Statutes, a resolution may only be put to the vote at a general meeting if the chairman of the meeting in his absolute discretion decides that the resolution may properly be regarded as within the scope of the meeting.

35.2 In the case of a resolution to be proposed as a special resolution no amendment may be made, at or before the time at which the resolution is put to the vote, to the form of the resolution as set out in the notice of meeting, except to correct a patent error or as may otherwise be permitted by law.

35.3 In the case of a resolution to be proposed as an ordinary resolution no amendment may be made, at or before the time at which the resolution is put to the vote, unless:

(a) in the case of an amendment to the form of the resolution as set out in the notice of meeting, notice of the intention to move the amendment is received at the office at least 48 hours before the time fixed for the holding of the relevant meeting; or

(b) in any case, the chairman of the meeting in his absolute discretion otherwise decides that the amendment or amended resolution may properly be put to the vote,

the giving of notice under paragraph 35.3(a) above shall not prejudice the power of the chairman of the meeting to rule the amendment out of order.

35.4 With the consent of the chairman of the meeting, a person who proposes an amendment to a resolution may withdraw it before it is put to the vote.

35.5 If the chairman of the meeting rules a resolution or an amendment to a resolution admissible or out of order (as the case may be), the proceedings of the meeting or the resolution in question shall not be invalidated by any error in his ruling. Any ruling by the chairman of the meeting in relation to a resolution or an amendment to a resolution shall be final and conclusive.

36. ADJOURNMENT

36.1 With the consent of any general meeting at which a quorum is present the chairman of the meeting may (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place.

36.2 In addition, the chairman of the meeting may at any time without the consent of the meeting adjourn the meeting (whether or not it has commenced or a quorum is present) to another time and/or place, or electronic platform, if, in his opinion, it would facilitate the conduct of the business of the meeting to do so.

36.3 Nothing in this article shall limit any other power vested in the chairman of the meeting to adjourn the meeting.

36.4 Whenever a meeting is adjourned for 30 days or more or *sine die*, at least seven days' notice of the adjourned meeting shall be given in the same manner as in the case of the original meeting but otherwise no person shall be entitled to any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.

36.5 No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

37. MEETING AT MORE THAN ONE PLACE

37.1 A general meeting may be held at more than one place if:

(a) the notice convening the meeting specifies that it shall be held at more than one place; or

(b) the notice convening the meeting specifies that it shall be held by means of an electronic facility or facilities hosted on an electronic platform (such meeting being an "**electronic general meeting**") with no member necessarily in physical attendance at the general meeting; or

(c) the board resolves, after the notice convening the meeting has been given, that the meeting shall be held at more than one place; or

(d) it appears to the chairman of the meeting that the place of the meeting specified in the notice convening the meeting is inadequate to accommodate all persons entitled and wishing to attend.

37.2 A general meeting held at more than one place is duly constituted and its proceedings are valid if (in addition to the other provisions of these articles relating to general meetings being satisfied) the chairman of the meeting is satisfied that facilities (whether electronic or otherwise) are available to enable each person present at each place to participate in the business of the meeting.

37.3 Each person present at each place who would be entitled to count towards the quorum in accordance with the provisions of article 31 shall be counted in the quorum for, and shall be entitled to vote at, the meeting. The meeting is deemed to take place at the place at which the chairman of the meeting is present.

37.4 Nothing in these Articles prevents a general meeting being held both physically and electronically.

37.5 For the avoidance of doubt, electronic general meetings shall only be held in extenuating circumstances when the Directors determine it is appropriate to do so.

38. METHOD OF VOTING AND DEMAND FOR POLL

38.1 At a general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless (before, or immediately after the declaration of the result of, the show of hands or on the withdrawal of any other demand for a poll) a poll is demanded by:

(a) the chairman of the meeting; or

(b) at least five members present in person or by proxy having the right to vote on the resolution; or

(c) a member or members present in person or by proxy representing in aggregate not less than 10% of the total voting rights of all the members having the right to vote on the resolution (excluding any voting rights attached to any shares in the Company held as treasury shares); or

(d) a member or members present in person or by proxy holding shares conferring the right to vote on the resolution on which an aggregate sum has been paid up equal to not less than 10% of the total sum paid up on all the shares conferring that right (excluding shares in the Company conferring a right to vote on the resolution which are held as treasury shares),

and a demand for a poll by a person as proxy for a member shall be as valid as if the demand were made by the member himself.

38.2 No poll may be demanded on the appointment of a chairman of the meeting.

38.3 A demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman of the meeting and the demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made if a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

38.4 Unless a poll is demanded (and the demand is not withdrawn), a declaration by the chairman of the meeting that a resolution has been earned, or earned unanimously, or has been earned by a particular majority, or lost, or not earned by a particular majority, shall be conclusive, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of that fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.

38.5 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

39. HOW POLL IS TO BE TAKEN

39.1 If a poll is demanded (and the demand is not withdrawn), it shall be taken at such time (either at the meeting at which the poll is demanded or within 30 days after the meeting), at such place and in such manner (including electronically) as the chairman of the meeting shall direct and he may appoint scrutineers (who need not be members).

39.2 A poll demanded on a question of adjournment shall be taken at the meeting without adjournment.

39.3 It shall not be necessary (unless the chairman of the meeting otherwise directs) for notice to be given of a poll whether taken at or after the meeting at which it was demanded.

39.4 On a poll, votes may be given either personally or by proxy and a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

39.5 The result of the poll shall be deemed to be a resolution of the meeting at which the poll was demanded.

VOTES OF MEMBERS

40. VOTING RIGHTS

40.1 Subject to these articles and to any special rights or restrictions as to voting for the time being attached to any class of shares in the Company, the provisions of the Companies Act shall apply in relation to voting rights.

40.2 Subject to paragraph 40.3 below, on a vote on a resolution on a show of hands at a general meeting, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote.

40.3 On a vote on a resolution on a show of hands at a general meeting, a proxy has one vote for and one vote against the resolution if:

(a) the proxy has been duly appointed by more than one member entitled to vote on the resolution; and

(b) the proxy has been instructed by, or exercises his discretion given by, one or more of those members to vote for the resolution and has been instructed by, or exercises his discretion given by, one or more other of those members to vote against it.

40.4 For the purposes of determining which persons are entitled to attend or vote at any general meeting, and how many votes such persons may cast, the Company must specify in the notice of the meeting a time, not more than 48 hours before the time fixed for the meeting, by which a person must be entered on the register in order to have the right to attend or vote at the meeting. In calculating the period mentioned, no account shall be taken of any part of a day that is not a working day. Changes to entries on the register after the time so specified shall be disregarded in determining the rights of any person to attend or vote at the meeting, notwithstanding any provisions in the Statutes or these articles to the contrary.

41. REPRESENTATION OF CORPORATIONS

41.1 Any corporation which is a member of the Company may, by resolution of its board or other governing body, authorise any person or persons to act as its representative or representatives at any general meeting of the Company.

41.2 The board or any director or the secretary may (but shall not be bound to) require evidence of the authority of any such representative.

42. VOTING RIGHTS OF JOINT HOLDERS

If more than one of the joint holders of a share tenders a vote on the same resolution, whether in person or by proxy, the vote of the senior who tenders a vote shall be accepted to the exclusion of the vote(s) of the other joint holder(s), and for this purpose seniority shall be determined by the order in which the names stand in the register in respect of the relevant share.

43. VOTING RIGHTS OF MEMBERS INCAPABLE OF MANAGING THEIR AFFAIRS

A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, *curator bonis* or other person in the nature of a receiver or *curator bonis* appointed by that court, and the receiver, *curator bonis* or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the board of the authority of the person claiming the right to vote must be received at the office (or at such other address as may be specified for the receipt of proxy appointments) not later than the last time by which a proxy appointment must be received in order to be valid for use at the meeting or adjourned meeting or on the holding of the poll at or on which that person proposes to vote and, in default, the right to vote shall not be exercisable.

44. VOTING RIGHTS SUSPENDED WHERE SUMS OVERDUE

Unless the board otherwise decides, a member shall not be entitled to vote, either in person or by proxy, at any general meeting of the Company in respect of any share held by him unless all calls and other sums presently payable by him in respect of that share have been paid.

45. OBJECTIONS TO ADMISSIBILITY OF VOTES

No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting or poll at which the vote objected to is or may be given or tendered, and every vote not disallowed at such meeting or poll shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

PROXIES

46. PROXIES

46.1 A proxy need not be a member of the Company and a member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him.

46.2 The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or on the poll concerned.

46.3 The appointment of a proxy shall only be valid for the meeting mentioned in it and any adjournment of that meeting (including on any poll demanded at the meeting or any adjourned meeting).

47. APPOINTMENT OF PROXY

47.1 Subject to the Statutes, the appointment of a proxy may be in such form as is usual or common or in such other form as the board may from time to time approve and shall be signed by the appointor, or his duly authorised agent, or, if the appointor is a corporation, shall either be executed under its common seal or be signed by an agent or officer authorised for that purpose. The signature need not be witnessed.

47.2 Without limiting the provisions of these articles, the board may from time to time in relation to uncertificated shares (i) approve the appointment of a proxy by means of a communication sent in electronic form in the form of an "uncertificated proxy instruction" (a properly authenticated dematerialised instruction and/or other instruction or notification, which is sent by means of the relevant system and received by such participant in that system acting on behalf of the Company as the board may prescribe, in such form and subject to such terms and conditions as the board may from time to time prescribe (subject always to the facilities and requirements of the relevant system)), and (ii) approve supplements to, or amendments or revocations of, any such uncertificated proxy instruction by the same means. In addition, the board may prescribe the method of determining the time at which any such uncertificated proxy instruction is to be treated as received by the Company or such participant and may treat any such uncertificated proxy instruction which purports to be or is expressed to be sent on behalf of a holder of a share as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that holder.

48. RECEIPT OF PROXY

48.1 A proxy appointment:

(a) must be received at a proxy notification address not less than 48 hours before the time fixed for holding the meeting at which the appointee proposes to vote; or

(b) in the case of a poll taken more than 48 hours after it is demanded or in the case of an adjourned meeting to be held more than 48 hours after the time fixed for holding the original meeting, must be received at a proxy notification address not less than 24 hours before the time fixed for the taking of the poll or, as the case may be, the time fixed for holding the adjourned meeting; or

(c) in the case of a poll which is not taken at the meeting at which it is demanded but is taken 48 hours or less after it is demanded, or in the case of an adjourned meeting to be held 48 hours or less after the time fixed for holding the original meeting, must be received:

(i) at a proxy notification address in accordance with (a) above;

(ii) by the chairman of the meeting or the secretary or any director at the meeting at which the poll is demanded or, as the case may be, at the original meeting; or

(iii) at a proxy notification address by such time as the chairman of the meeting may direct at the meeting at which the poll is demanded,

in calculating the periods mentioned, no account shall be taken of any part of a day that is not a working day.

48.2 The board may, but shall not be bound to, require reasonable evidence of the identity of the member and of the proxy, the member's instructions (if any) as to how the proxy is to vote and, where the proxy is appointed by a person acting on behalf of the member, authority of that person to make the appointment.

48.3 The board may decide, either generally or in any particular case, to treat a proxy appointment as valid notwithstanding that the appointment or any of the information required under paragraph 48.2 above has not been received in accordance with the requirements of this article.

48.4 Subject to paragraph 48.3 above, if the proxy appointment and any of the information required under paragraph 48.2 above, is not received in the manner set out in paragraph 48.1 above, the appointee shall not be entitled to vote in respect of the shares in question.

48.5 If two or more valid but differing proxy appointments are received in respect of the same share for use at the same meeting or on the same poll, the one which is last received (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the others as regards that share and if the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that share.

49. NOTICE OF REVOCATION OF AUTHORITY ETC.

49.1 A vote given or poll demanded by proxy or by a representative of a corporation shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll or (until entered in the register) the transfer of the share in respect of which the appointment of the relevant person was made unless notice of the termination was received at a proxy notification address not less than six hours before the time fixed for holding the relevant meeting or adjourned meeting or, in the case of a poll not taken on the same day as the meeting or adjourned meeting, before the time fixed for taking the poll.

49.2 A vote given by a proxy or by a representative of a corporation shall be valid notwithstanding that he has not voted in accordance with any instructions given by the member by whom he is appointed. The Company shall not be obliged to check whether the proxy or representative of a corporation has in fact voted in accordance with any such member's instructions.

DIRECTORS

50. NUMBER OF DIRECTORS

The directors (other than alternate directors) shall not, unless otherwise determined by an ordinary resolution of the Company, be less than two nor more than 15 in number.

51. DIRECTORS NEED NOT BE MEMBERS

A director need not be a member of the Company.

ELECTION, RETIREMENT AND REMOVAL OF DIRECTORS

52. ELECTION OF DIRECTORS BY THE COMPANY

52.1 Subject to these articles, the Company may by ordinary resolution elect any person who is willing to act to be a director, either to fill a vacancy or as an additional director, but so that the total number of directors shall not exceed any maximum number fixed by or in accordance with these articles.

52.2 No person (other than a director retiring in accordance with these articles) shall be elected or re-elected a director at any general meeting unless:

(a) he is recommended by the board; or

(b) not less than 14 nor more than 42 days before the date appointed for the meeting there has been given to the Company, by a member (other than the person to be proposed) entitled to vote at the meeting, notice of his intention to propose a resolution for the election of that person, stating the particulars which would, if he were so elected, be required to be included in the Company's register of directors and a notice executed by that person of his willingness to be elected.

53. SEPARATE RESOLUTIONS FOR ELECTION OF EACH DIRECTOR

Every resolution of a general meeting for the election of a director shall relate to one named person and a single resolution for the election of two or more persons shall be void, unless a resolution that it shall be so proposed has been first agreed to by the meeting without any vote being cast against it.

54. THE BOARD'S POWER TO APPOINT DIRECTORS

The board may appoint any person who is willing to act to be a director, either to fill a vacancy or by way of addition to their number, but so that the total number of directors shall not exceed any maximum number fixed by or in accordance with these articles.

55. RETIREMENT OF DIRECTORS

55.1 At each annual general meeting every director shall retire from office. A retiring director shall be eligible for re-election, and a director who is re-elected will be treated as continuing in office without a break.

55.2 A retiring director who is not re-elected shall retain office until the close of the meeting at which he retires.

55.3 If the Company, at any meeting at which a director retires in accordance with these articles, does not fill the office vacated by such director, the retiring director, if willing to act, shall be deemed to be re-elected, unless at the meeting a resolution is passed not to fill the vacancy or to elect another person in his place or unless the resolution to re-elect him is put to the meeting and lost.

56. REMOVAL OF DIRECTORS

56.1 The Company may by special resolution, or by ordinary resolution of which special notice has been given in accordance with the Statutes, remove any director before his period of office has expired notwithstanding anything in these articles or in any agreement between him and the Company.

56.2 A director may also be removed from office by giving him notice to that effect signed by or on behalf of not less than three quarters of the other directors (or their alternates).

56.3 Any removal of a director under this article shall be without prejudice to any claim which such director may have for damages for breach of any agreement between him and the Company.

57. VACATION OF OFFICE OF DIRECTOR

Without prejudice to the provisions of these articles for retirement or removal, the office of a director shall be vacated if:

(a) he is prohibited by law from being a director; or

(b) he becomes bankrupt or he makes any arrangement or composition with his creditors generally; or

(c) a registered medical practitioner who has examined him gives a written opinion to the Company stating that he has become physically or mentally incapable of acting as a director and may remain so for more than three months and the board resolves that his office be vacated; or

(d) if for more than six months he is absent (whether or not an alternate director attends in his place), without special leave of absence from the board, from board meetings held during that period and the board resolves that his office be vacated; or

(e) he gives to the Company notice of his wish to resign, in which event he shall vacate that office on the receipt of that notice by the Company or at such later time as is specified in the notice.

58. EXECUTIVE DIRECTORS

58.1 The board may appoint one or more directors to hold any executive office under the Company (including that of chairman, chief executive or managing director) for such period (subject to the Statutes) and on such terms as it may decide and may revoke or terminate any appointment so made without prejudice to any claim for damages for breach of any contract of service between the director and the Company.

58.2 The remuneration of a director appointed to any executive office shall be fixed by the board and may be by way of salary, commission, participation in profits or otherwise and either in addition to or inclusive of his remuneration as a director.

ALTERNATE DIRECTORS

59. POWER TO APPOINT ALTERNATE DIRECTORS

59.1 Each director may appoint another director or any other person who is willing to act as his alternate and may remove him from that office. The appointment as an alternate director of any person who is not himself a director shall be subject to the approval of a majority of the directors or a resolution of the board.

59.2 An alternate director shall be entitled to receive notice of all board meetings and of all meetings of committees of which the director appointing him is a member, to attend and vote at any such meeting at which the director appointing him is not personally present and at the meeting to exercise and discharge all the functions, powers and duties of his appointor as a director and for the purposes of the proceedings at the meeting these articles shall apply as if he were a director.

59.3 Every person acting as an alternate director shall (except as regards the power to appoint an alternate and remuneration) be subject in all respects to these articles relating to directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of the director appointing him. An alternate director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any fee in his capacity as an alternate director.

59.4 Every person acting as an alternate director shall have one vote for each director for whom he acts as alternate, in addition to his own vote if he is also a director, but he shall count as only one for the purpose of determining whether a quorum is present.

59.5 Any person appointed as an alternate director shall vacate his office as alternate director if the director by whom he has been appointed vacates his office as director (otherwise than by retirement at a general meeting of the Company at which he is re-appointed) or removes him by notice to the Company or on the happening of any event which, if he is or were a director, causes or would cause him to vacate that office.

59.6 Every appointment or removal of an alternate director shall be made by notice and shall be effective (subject to paragraph 59.1 above) on receipt by the secretary of the notice.

REMUNERATION, EXPENSES, PENSIONS AND OTHER BENEFITS

60. DIRECTORS' FEES

The directors shall be paid such fees not exceeding in aggregate £1,055,000 per annum (or such larger sum as the Company may, by ordinary resolution, determine) as the board may decide, to be divided among them in such proportion and manner as they may agree or, failing agreement, equally. Any fee payable under this article shall be distinct from any remuneration or other amounts payable to a director under other provisions of these articles and shall accrue from day to day.

61. SPECIAL REMUNERATION

61.1 The board may grant special remuneration to any director who performs any special or extra services to or at the request of the Company.

61.2 Such special remuneration may be paid by way of lump sum, salary, commission, participation in profits or otherwise as the board may decide in addition to any remuneration payable under or pursuant to any other of these articles.

62. EXPENSES

A director shall be paid out of the funds of the Company all travelling, hotel and other expenses properly incurred by him in and about the discharge of his duties, including his expenses of travelling to and from board meetings, committee meetings and general meetings. Subject to any guidelines and procedures established from time to time by the board, a director may also be paid out of the funds of the Company all expenses incurred by him in obtaining professional advice in connection with the affairs of the Company or the discharge of his duties as a director.

63. PENSIONS AND OTHER BENEFITS

The board may exercise all the powers of the Company to:

(a) pay, provide, arrange or procure the grant of pensions or other retirement benefits, death, disability or sickness benefits, health, accident and other insurances or other such benefits, allowances, gratuities or insurances, including in relation to the termination of employment, to or for the benefit of any person who is or has been at any time a director of the Company or in the employment or service of the Company or of any body corporate which is or was associated with the Company or of the predecessors in business of the Company or any such associated body corporate, or the relatives or dependants of any such person. For that purpose the board may procure the establishment and maintenance of, or participation in, or contribution to, any pension fund, scheme or arrangement and the payment of any insurance premiums;

(b) establish, maintain, adopt and enable participation in any profit sharing or incentive scheme including shares, share options or cash or any similar schemes for the benefit of any director or employee of the Company or of any associated body corporate, and to lend money to any such director or employee or to trustees on their behalf to enable any such schemes to be established, maintained or adopted; and

(c) support and subscribe to any institution or association which may be for the benefit of the Company or of any associated body corporate or any directors or employees of the Company or associated body corporate or their relatives or dependants or connected with any town or place where the Company or an associated body corporate carries on business, and to support and subscribe to any charitable or public object whatsoever.

POWERS OF THE BOARD

64. GENERAL POWERS OF THE BOARD TO MANAGE THE COMPANY'S BUSINESS

64.1 The business of the Company shall be managed by the board which may exercise all the powers of the Company, subject to the Statutes, these articles and any special resolution of the Company. No special resolution or alteration of these articles shall invalidate any prior act of the board which would have been valid if the resolution had not been passed or the alteration had not been made.

64.2 The powers given by this article shall not be limited by any special authority or power given to the board by any other article or any resolution of the Company.

65. POWER TO ACT NOTWITHSTANDING VACANCY

The continuing directors or the sole continuing director at any time may act notwithstanding any vacancy in their number, but, if the number of directors is less than the number of directors fixed as a quorum for board meetings, they or he may act for the purpose of filling up vacancies or calling a general meeting of the Company, but not for any other purpose. If no director is able or willing to act, then any two members may summon a general meeting for the purpose of appointing directors.

66. PROVISIONS FOR EMPLOYEES

The board may exercise any of the powers conferred by the Statutes to make provision for the benefit of any persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any of its subsidiaries.

67. POWER TO BORROW MONEY

The board may exercise all the powers of the Company to borrow money, to guarantee, to indemnify, to mortgage or charge all or any part of its undertaking, property, assets (present and future) and uncalled capital, and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party. There is no requirement on the directors to restrict the borrowing of the Company or any of its subsidiary undertakings.

68. POWER TO CHANGE THE NAME OF THE COMPANY

The board may change the name of the Company.

DELEGATION OF BOARD'S POWERS

69. DELEGATION TO INDIVIDUAL DIRECTORS

The board may entrust to and confer upon any director any of its powers, authorities and discretions (with power to sub-delegate) on such terms and conditions as it thinks fit and may revoke or vary all or any of them, but no person dealing in good faith shall be affected by any revocation or variation.

70. COMMITTEES

70.1 The board may delegate any of its powers, authorities and discretions (with power to subdelegate) to any committee consisting of such person or persons (whether directors or not) as it thinks fit, provided that the majority of the members of the committee are directors and that no meeting of the committee shall be quorate for the purpose of exercising any of its powers, authorities or discretions unless a majority of those present are directors. The board may make any such delegation on such terms and conditions as it thinks fit and may revoke or vary any such delegation and discharge any committee wholly or in part, but no person dealing in good faith shall be affected by any revocation or variation. Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations that may be imposed on it by the board.

70.2 The proceedings of a committee with two or more members shall be governed by any regulations imposed on it by the board and (subject to such regulations) by these articles regulating the proceedings of the board so far as they are capable of applying.

71. LOCAL BOARDS

71.1 The board may establish any local or divisional board or agency for managing any of the affairs of the Company whether in the United Kingdom or elsewhere and may appoint any persons to be members of a local or divisional board, or to be managers or agents, and may fix their remuneration.

71.2 The board may delegate to any local or divisional board, manager or agent any of its powers, authorities and discretions (with power to sub-delegate) and may authorise the members of any local or divisional board or any of them to fill any vacancies and to act notwithstanding vacancies.

71.3 Any appointment or delegation under this article may be made on such terms and subject to such conditions as the board thinks fit and the board may remove any person so appointed, and may revoke or vary any delegation, but no person dealing in good faith shall be affected by the revocation or variation.

72. POWERS OF ATTORNEY

The board may by power of attorney or otherwise appoint any person to be the agent of the Company on such terms (including terms as to remuneration) as it may decide and may delegate to any person so appointed any of its powers, authorities and discretions (with power to sub-delegate). The board may remove any person appointed under this article and may revoke or vary the delegation, but no person dealing in good faith shall be affected by the revocation or variation.

DIRECTORS' INTERESTS

73. DIRECTORS' INTERESTS OTHER THAN IN RELATION TO TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

73.1 If a situation (a "**Relevant Situation**") arises in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it but excluding any situation which cannot reasonably be regarded as likely to give rise to a conflict of interest) the following provisions shall apply if the conflict of interest does not arise in relation to a transaction or arrangement with the Company:

(a) if the Relevant Situation arises from the appointment or proposed appointment of a person as a director of the Company, the directors (other than the director, and any other director with a similar interest, who shall not be counted in the quorum at the meeting and shall not vote on the resolution) may resolve to authorise the appointment of the director and the Relevant Situation on such terms as they may determine;

(b) if the Relevant Situation arises in circumstances other than in paragraph 73.1(a) above, the directors (other than the director and any other director with a similar interest who shall not be counted in the quorum at the meeting and shall not vote on the resolution) may resolve to authorise the Relevant Situation and the continuing performance by the director of his duties on such terms as they may determine.

73.2 Any reference in paragraph 73.1 above to a conflict of interest includes a conflict of interest and duty and a conflict of duties.

73.3 Any terms determined by directors under paragraph 73.1(a) or 73.1(b) above may be imposed at the time of the authorisation or may be imposed or varied subsequently and may include (without limitation):

(a) whether the interested directors may vote (or be counted in the quorum at a meeting) in relation to any resolution relating to the Relevant Situation;

(b) the exclusion of the interested directors from all information and discussion by the Company of the Relevant Situation; and

(c) (without prejudice to the general obligations of confidentiality) the application to the interested directors of a strict duty of confidentiality to the Company for any confidential information of the Company in relation to the Relevant Situation.

73.4 An interested director must act in accordance with any terms determined by the directors under paragraph 73.1(a) or 73.1(b) above.

73.5 Except as specified in paragraph 73.1 above, any proposal made to the directors and any authorisation by the directors in relation to a Relevant Situation shall be dealt with in the same way as any other matter may be proposed to and resolved upon by the directors in accordance with the provisions of these articles.

73.6 Any authorisation of a Relevant Situation given by the directors under paragraph 73.1 above may provide that, where the interested director obtains (other than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence.

74. DECLARATION OF INTERESTS OTHER THAN IN RELATION TO TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

A director shall declare the nature and extent of his interest in a Relevant Situation within article 73.1(a) or 73.1(b) to the other directors.

75. DECLARATION OF INTERESTS IN A PROPOSED TRANSACTION OR ARRANGEMENT WITH THE COMPANY

If a director is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company, he must declare the nature and extent of that interest to the other directors.

76. DECLARATION OF INTEREST IN AN EXISTING TRANSACTION OR ARRANGEMENT WITH THE COMPANY

Where a director is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company, he must declare the nature and extent of his interest to the other directors, unless the interest has already been declared under article 75 above.

77. PROVISIONS APPLICABLE TO DECLARATIONS OF INTEREST

77.1 The declaration of interest must (in the case of article 76) and may, but need not (in the case of article 74 or 75) be made:

(a) at a meeting of the directors; or

(b) by notice to the directors in accordance with:

(i) section 184 of the Companies Act (notice in writing); or

(ii) section 185 of the Companies Act (general notice).

77.2 If a declaration of interest proves to be, or becomes, inaccurate or incomplete, a further declaration must be made.

77.3 Any declaration of interest required by article 74 above must be made as soon as is reasonably practicable. Failure to comply with this requirement does not affect the underlying duty to make the declaration of interest.

77.4 Any declaration of interest required by article 75 above must be made before the Company enters into the transaction or arrangement.

77.5 Any declaration of interest required by article 76 above must be made as soon as is reasonably practicable. Failure to comply with this requirement does not affect the underlying duty to make the declaration of interest.

77.6 A declaration in relation to an interest of which the director is not aware, or where the director is not aware of the transaction or arrangement in question, is not required. For this purpose, a director is treated as being aware of matters of which he ought reasonably to be aware.

77.7 A director need not declare an interest:

(a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;

(b) if, or to the extent that, the other directors are already aware of it (and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware); or

(c) if, or to the extent that, it concerns terms of his service contract that have been or are to be considered:

(i) by a meeting of the directors; or

(ii) by a committee of the directors appointed for the purpose under the articles.

78. DIRECTORS' INTERESTS AND VOTING

78.1 Subject to the Statutes and to declaring his interest in accordance with article 74, 75 or 76, a director may:

(a) enter into or be interested in any transaction or arrangement with the Company, either with regard to his tenure of any office or position in the management, administration or conduct of the business of the Company or as vendor, purchaser or otherwise;

(b) hold any other office or place of profit with the Company (except that of auditor) in conjunction with his office of director for such period (subject to the Statutes) and upon such terms as the board may decide and be paid such extra remuneration for so doing (whether by way of salary, commission, participation in profits or otherwise) as the board may decide, either in addition to or in lieu of any remuneration under any other provision of these articles;

(c) act by himself or his firm in a professional capacity for the Company (except as auditor) and be entitled to remuneration for professional services as if he were not a director;

(d) be or become a member or director of, or hold any other office or place of profit under, or otherwise be interested in, any holding company or subsidiary undertaking of that holding company or any other company in which the Company may be interested. The board may cause the voting rights conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of that other company to be exercised in such manner in all respects as it thinks fit (including the exercise of voting rights in favour of any resolution appointing the directors or any of them as directors or officers of the other company or voting or providing for the payment of any benefit to the directors or officers of the other company); and

(e) be or become a director of any other company in which the Company does not have an interest if that cannot reasonably be regarded as likely to give rise to a conflict of interest at the time of his appointment as a director of that other company.

78.2 A director shall not, by reason of his holding office as director (or of the fiduciary relationship established by holding that office), be liable to account to the Company for any remuneration, profit or other benefit resulting from:

(a) any Relevant Situation authorised under article 73.1; or

(b) any interest permitted under paragraph 78.1 above,

and no contract shall be liable to be avoided on the grounds of any director having any type of interest authorised under article 73.1 or permitted under paragraph 78.1 above.

78.3 A director shall not vote (or be counted in the quorum at a meeting) in respect of any resolution concerning his own appointment (including fixing or varying its terms), or the termination of his own appointment, as the holder of any office or place of profit with the Company or any other company in which the Company is interested but, where proposals are under consideration concerning the appointment (including fixing or varying its terms), or the termination of the appointment, of two or more directors to offices or places of profit with the Company or any other company in which the Company is interested, those proposals may be divided and a separate resolution may be put in relation to each director and in that case each of the directors concerned (if not otherwise debarred from voting under this article) shall be entitled to vote (and be counted in the quorum) in respect of each resolution unless it concerns his own appointment or the termination of his own appointment.

78.4 A director shall also not vote (or be counted in the quorum at a meeting) in relation to any resolution relating to any transaction or arrangement with the Company in which he has an interest which may reasonably be regarded as likely to give rise to a conflict of interest and, if he purports to do so, his vote shall not be counted, but this prohibition shall not apply and a director may vote (and be counted in the quorum) in respect of any resolution concerning any one or more of the following matters:

(a) any transaction or arrangement in which he is interested by virtue of an interest in shares, debentures or other securities of the Company or otherwise in or through the Company;

(b) the giving of any guarantee, security or indemnity in respect of:

(i) money lent or obligations incurred by him or by any other person at the request of, or for the benefit of, the Company or any of its subsidiary undertakings; or

(ii) a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part (either alone or jointly with others) under a guarantee or indemnity or by the giving of security;

(c) indemnification (including loans made in connection with it) by the Company in relation to the performance of his duties on behalf of the Company or of any of its subsidiary undertakings;

(d) any issue or offer of shares, debentures or other securities of the Company or any of its subsidiary undertakings in respect of which he is or may be entitled to participate in his capacity as a holder of any such securities or as an underwriter or sub-underwriter;

(e) any transaction or arrangement concerning any other company in which he does not hold, directly or indirectly as shareholder, or through his direct or indirect holdings of financial instruments (within the meaning of Chapter 5 of the Disclosure Guidance and Transparency Rules) voting rights representing 1% or more of any class of shares in the capital of that company;

(f) any arrangement for the benefit of employees of the Company or any of its subsidiary undertakings which does not accord to him any privilege or benefit not generally accorded to the employees to whom the arrangement relates; and

(g) the purchase or maintenance of insurance for the benefit of directors or for the benefit of persons including directors.

78.5 In the case of an alternate director, an interest of his appointor shall be treated as an interest of the alternate in addition to any interest which the alternate otherwise has.

78.6 If any question arises at any meeting as to whether an interest of a director (other than the chairman of the meeting) may reasonably be regarded as likely to give rise to a conflict of interest or as to the entitlement of any director (other than the chairman of the meeting) to vote in relation to a transaction or arrangement with the Company and the question is not resolved by his voluntarily agreeing to abstain from voting, the question shall be referred to the chairman of the meeting and his ruling in relation to the director concerned shall be final and conclusive except in a case where the nature or extent of the interest of the director concerned, so far as known to him, has not been fairly disclosed. If any question shall arise in respect of the chairman of the meeting and is not resolved by his voluntarily agreeing to abstain from voting, the question shall be decided by a resolution of the board (for which purpose the chairman shall be counted in the quorum but shall not vote on the matter) and the resolution shall be final and conclusive except in a case where the nature or extent of the interest of the chairman of the meeting, so far as known to him, has not been fairly disclosed.

78.7 Subject to the Statutes, the Company may by ordinary resolution suspend or relax the provisions of this article to any extent or ratify any transaction or arrangement not duly authorised by reason of a contravention of this article.

PROCEEDINGS OF THE BOARD

79. BOARD MEETINGS

The board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A director at any time may, and the secretary at the request of a director at any time shall, summon a board meeting.

80. NOTICE OF BOARD MEETINGS

Notice of a board meeting may be given to a director personally or by word of mouth or given in hard copy form or in electronic form to him at such address as he may from time to time specify for this purpose (or if he does not specify an address, at his last known address). A director may waive notice of any meeting either prospectively or retrospectively. A director will be treated as having waived his entitlement to notice unless he has supplied the Company with the information necessary to ensure that he receives notice of a meeting before it takes place.

81. QUORUM

The quorum necessary for the transaction of the business of the board may be fixed by the board and, unless so fixed at any other number, shall be two. Subject to these articles, any director who ceases to be a director at a board meeting may continue to be present and to act as a director and be counted in the quorum until the end of the board meeting if no other director objects and if otherwise a quorum of directors would not be present.

82. CHAIRMAN OR DEPUTY CHAIRMAN TO PRESIDE

82.1 The board may appoint a chairman and one or more deputy chairman or chairmen and may at any time revoke any such appointment.

82.2 The chairman, or failing him any deputy chairman (the longest in office taking precedence, if more than one is present), shall, if present and willing, preside at all board meetings but, if no chairman or deputy chairman has been appointed, or if he is not present within five minutes after the time fixed for holding the meeting or is unwilling to act as chairman of the meeting, the directors present shall choose one of their number to act as chairman of the meeting.

83. COMPETENCE OF BOARD MEETINGS

A board meeting at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the board.

84. VOTING

Questions arising at any board meeting shall be determined by a majority of votes. In the case of an equality of votes the chairman of the meeting shall have a second or casting vote.

85. TELEPHONE/ELECTRONIC BOARD MEETINGS

85.1 A board meeting may consist of a conference between directors some or all of whom are in different places provided that each director may participate in the business of the meeting whether directly, by telephone or by any other means (whether electronically or otherwise) which enables him:

(a) to hear (or otherwise receive real time communications made by) each of the other participating directors addressing the meeting; and

(b) if he so wishes, to address all of the other participating directors simultaneously (or otherwise communicate in real time with them).

85.2 A quorum is deemed to be present if at least the number of directors required to form a quorum, subject to the provisions of article 65, may participate in the manner specified above in the business of the meeting.

85.3 A board meeting held in this way is deemed to take place at the place where the largest group of participating directors is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.

86. RESOLUTIONS WITHOUT MEETINGS

A resolution which is signed or approved by all the directors entitled to vote on that resolution (and whose vote would have been counted) shall be as valid and effectual as if it had been passed at a board meeting duly called and constituted. The resolution may be contained in one document or communication in electronic form or in several documents or communications in electronic form (in like form), each signed or approved by one or more of the directors concerned. For the purpose of this article:

(a) the signature or approval of an alternate director (if any) shall suffice in place of the signature of the director appointing him; and

(b) the approval of a director or alternate director shall be given in hard copy form or in electronic form.

87. VALIDITY OF ACTS OF DIRECTORS IN SPITE OF FORMAL DEFECT

All acts *bona fide* done by a meeting of the board, or of a committee, or by any person acting as a director or a member of a committee, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the board or committee or of the person so acting, or that they or any of them were disqualified or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and qualified to be a director and had continued to be a director or member of the committee and had been entitled to vote.

88. MINUTES

The board shall cause minutes to be made in books kept for the purpose:

(a) of all appointments of officers made by the board;

(b) of the names of all the directors present at each meeting of the board and of any committee; and

(c) of all resolutions and proceedings of all meetings of the Company and of any class of members, and of the board and of any committee.

SECRETARY

89. SECRETARY

The secretary shall be appointed by the board for such term, at such remuneration and on such conditions as it thinks fit, and the board may remove from office any person so appointed (without prejudice to any claim for damages for breach of any contract between him and the Company).

SHARE CERTIFICATES

90. ISSUE OF SHARE CERTIFICATES

90.1 A person whose name is entered in the register as the holder of any certificated shares shall be entitled (unless the conditions of issue otherwise provide) to receive one certificate for those shares, or one certificate for each class of those shares and, if he transfers part of the shares represented by a certificate in his name, or elects to hold part in uncertificated form, to receive a new certificate for the balance of those shares.

90.2 In the case of joint holders, the Company shall not be bound to issue more than one certificate for all the shares in any particular class registered in their joint names, and delivery of a certificate for a share to any one of the joint holders shall be sufficient delivery to all.

90.3 A share certificate shall be issued under seal or signed by at least one director and the secretary or by at least two directors (which may include any signature being applied mechanically or electronically) or by any one director in the presence of a witness who attests the signature, or made effective in such other way as the directors decide. A share certificate shall specify the number and class of the shares to which it relates and the amount or respective amounts paid up on the shares. Any certificate so issued shall, as against the Company, be *prima facie* evidence of title of the person named in that certificate to the shares comprised in it.

90.4 A share certificate may be given to a member in accordance with the provisions of these articles on notices.

91. CHARGES FOR AND REPLACEMENT OF CERTIFICATES

91.1 Except as expressly provided to the contrary in these articles, no fee shall be charged for the issue of a share certificate.

91.2 Any two or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate issued.

91.3 If any member surrenders for cancellation a certificate representing shares held by him and requests the Company to issue two or more certificates representing those shares in such proportions as he may specify, the board may, if it thinks fit, comply with the request on payment of such fee (if any) as the board may decide.

91.4 If a certificate is damaged or defaced or alleged to have been lost, stolen or destroyed, a new certificate representing the same shares may be issued on compliance with such conditions as to evidence, indemnity and security for such indemnity as the board may think fit and on payment of any exceptional expenses of the Company incidental to its investigation of the evidence and preparation of the indemnity and security and, if damaged or defaced, on delivery up of the old certificate.

91.5 In the case of joint holders of a share a request for a new certificate under any of the preceding paragraphs of this article may be made by any one of the joint holders unless the certificate is alleged to have been lost, stolen or destroyed.

LIEN ON SHARES

92. LIEN ON PARTLY PAID SHARES

92.1 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all amounts payable (whether or not due) in respect of that share. The lien shall extend to every amount payable in respect of that share.

92.2 The board may at any time either generally or in any particular case declare any share to be wholly or partly exempt from this article. Unless otherwise agreed, the registration of a transfer of a share shall operate as a waiver of the Company's lien (if any) on that share.

93. ENFORCEMENT OF LIEN

93.1 The Company may sell any share subject to a lien in such manner as the board may decide if an amount payable on the share is due and is not paid within 14 clear days after a notice has been given to the holder or any person entitled by transmission to the share demanding payment of that amount and giving notice of intention to sell in default.

93.2 To give effect to any sale under this article, the board may authorise some person to transfer the share sold to, or as directed by, the purchaser. The purchaser shall not be bound to see to the application of the purchase money nor shall the title of the new holder to the share be affected by any irregularity in or invalidity of the proceedings relating to the sale.

93.3 The net proceeds of the sale, after payment of the costs of such sale, shall be applied in or towards satisfaction of the amount due and any residue shall (subject to a like lien for any amounts not presently due as existed on the share before the sale), on surrender, in the case of shares held in certificated form, of the certificate for the shares sold, be paid to the holder or person entitled by transmission to the share immediately before the sale.

CALLS ON SHARES

94. CALLS

94.1 Subject to the terms of allotment, the board may make calls on the members in respect of any moneys unpaid on their shares (whether in respect of nominal amount or premium) and each member shall (subject to his receiving at least 14 clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be revoked or postponed as the board may decide.

94.2 Any call may be made payable in one sum or by instalments and shall be deemed to be made at the time when the resolution of the board authorising that call is passed.

94.3 A person on whom a call is made shall remain liable for it notwithstanding the subsequent transfer of the share in respect of which the call is made.

94.4 The joint holders of a share shall be jointly and severally liable for the payment of all calls in respect of that share.

95. INTEREST ON CALLS

If a call is not paid before or on the due date for payment, the person from whom it is due shall pay interest on the amount unpaid, from the due date for payment to the date of actual payment, at such rate as the board may decide, but the board may waive payment of the interest, wholly or in part.

96. SUMS TREATED AS CALLS

A sum which by the terms of allotment of a share is payable on allotment, or at a fixed time, or by instalments at fixed times, shall for all purposes of these articles be deemed to be a call duly made and payable on the date or dates fixed for payment and, in case of non-payment, these articles shall apply as if that sum had become payable by virtue of a call.

97. POWER TO DIFFERENTIATE

On any allotment of shares the board may make arrangements for a difference between the allottees or holders of the shares in the amounts and times of payment of calls on their shares.

98. PAYMENT OF CALLS IN ADVANCE

The board may, if it thinks fit, receive all or any part of the moneys payable on a share beyond the sum actually called up on it if the holder is willing to make payment in advance and, on any moneys so paid in advance, may (until they would otherwise be due) pay interest at such rate as may be agreed between the board and the member paying the sum in advance.

FORFEITURE OF SHARES

99. NOTICE OF UNPAID CALLS

99.1 If the whole or any part of any call or instalment remains unpaid on any share after the due date for payment, the board may give a notice to the holder requiring him to pay so much of the call or instalment as remains unpaid, together with any accrued interest.

99.2 The notice shall state a further day, being not less than 14 clear days from the date of the notice, on or before which, and the place where, payment is to be made and shall state that, in the event of non-payment on or before the day and at the place appointed, the share in respect of which the call was made or instalment is payable will be liable to be forfeited.

99.3 The board may accept a surrender of any share liable to be forfeited.

100. FORFEITURE ON NON-COMPLIANCE WITH NOTICE

100.1 If the requirements of a notice given under the preceding article are not complied with, any share in respect of which it was given may (before the payment required by the notice is made) be forfeited by a resolution of the board. The forfeiture shall include all dividends declared and other moneys payable in respect of the forfeited share and not actually paid before the forfeiture.

100.2 If a share is forfeited, notice of the forfeiture shall be given to the person who was the holder of the share or (as the case may be) the person entitled to the share by transmission, and an entry that notice of the forfeiture has been given, with the relevant date, shall be made in the register, but no forfeiture shall be invalidated by any omission to give such notice or to make such entry.

101. POWER TO ANNUL FORFEITURE OR SURRENDER

The board may, at any time before the forfeited or surrendered share has been sold, re-allotted or otherwise disposed of, annul the forfeiture or surrender upon payment of all calls and interest due on or incurred in respect of the share and on such further conditions (if any) as it thinks fit.

102. DISPOSAL OF FORFEITED OR SURRENDERED SHARES

102.1 Every share which is forfeited or surrendered shall become the property of the Company and (subject to the Statutes) may be sold, re-allotted or otherwise disposed of, upon such terms and in such manner as the board shall decide either to the person who was before the forfeiture the holder of the share or to any other person and whether with or without all or any part of the amount previously paid up on the share being credited as so paid up. The board may for the purposes of a disposal authorise some person to transfer the forfeited or surrendered share to, or in accordance with the directions of, any person to whom the same has been disposed of.

102.2 A statutory declaration by a director or the secretary that a share has been forfeited or surrendered on a specified date shall, as against all persons claiming to be entitled to the share, be conclusive evidence of the facts stated in it and shall (subject to the execution of any necessary transfer) constitute a good title to the share. The person to whom the share has been disposed of shall not be bound to see to the application of the consideration for the disposal (if any) nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings connected with the forfeiture, surrender, sale, re-allotment or disposal of the share.

103. ARREARS TO BE PAID NOTWITHSTANDING FORFEITURE OR SURRENDER

A person any of whose shares have been forfeited or surrendered shall cease to be a member in respect of the forfeited or surrendered share and shall, in the case of shares held in certificated form, surrender to the Company for cancellation any certificate for the share forfeited or surrendered, but shall remain liable (unless payment is waived in whole or in part by the board) to pay to the Company all moneys payable by him on or in respect of that share at the time of forfeiture or surrender, together with interest from the time of forfeiture or surrender until payment at such rate as the board shall decide, in the same manner as if the share had not been forfeited or surrendered. He shall also be liable to satisfy all the claims and demands (if any) which the Company might have enforced in respect of the share at the time of forfeiture or surrender. No deduction or allowance shall be made for the value of the share at the time of forfeiture or surrender or for any consideration received on its disposal.

SEAL

104. SEAL

104.1 The Company may exercise the powers conferred by the Statutes with regard to having official seals and those powers shall be vested in the board.

104.2 The board shall provide for the safe custody of every seal of the Company.

104.3 A seal shall be used only by the authority of the board or a duly authorised committee but that authority may consist of an instruction or approval given in hard copy form or in electronic form by a majority of the directors or of the members of a duly authorised committee.

104.4 The board may determine who shall sign any instrument to which a seal is applied, either generally or in relation to a particular instrument or type of instrument, and may also determine, either generally or in any particular case, that such signatures shall be dispensed with or affixed by some mechanical means.

104.5 Unless otherwise decided by the board:

(a) certificates for shares, debentures or other securities of the Company issued under seal need not be signed; and

(b) every other instrument to which a seal is applied shall be signed by at least one director and the secretary or by at least two directors or by one director in the presence of a witness who attests the signature.

DIVIDENDS

105. DECLARATION OF DIVIDENDS BY THE COMPANY

The Company may, by ordinary resolution, declare a dividend to be paid to the members, according to their respective rights and interests in the profits, and may fix the time for payment of such dividend, but no dividend shall exceed the amount recommended by the board.

106. FIXED AND INTERIM DIVIDENDS

The board may pay such interim dividends as appear to the board to be justified by the financial position of the Company and may also pay any dividend payable at a fixed rate at intervals settled by the board whenever the financial position of the Company, in the opinion of the board, justifies its payment. If the board acts in good faith, none of the directors shall incur any liability to the holders of shares conferring preferred rights for any loss such holders may suffer in consequence of the payment of an interim dividend on any shares having nonpreferred or deferred rights.

107. CALCULATION AND CURRENCY OF DIVIDENDS

107.1 Except insofar as the rights attaching to, or the terms of issue of, any share otherwise provide:

(a) all dividends shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this article as paid up on the share;

(b) all dividends shall be apportioned and paid *pro rata* according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; and

(c) dividends may be declared or paid in any currency.

107.2 The board may agree with any member that dividends which may at any time or from time to time be declared or become due on his shares in one currency shall be paid or satisfied in another, and may agree the basis of conversion to be applied and how and when the amount to be paid in the other currency shall be calculated and paid and for the Company or any other person to bear any costs involved.

108. METHOD OF PAYMENT

108.1 The Company may pay any dividend or other sum payable in respect of a share:

(a) by cheque or dividend warrant payable to the holder (or, in the case of joint holders, the holder whose name stands first in the register in respect of the relevant share) or to such other person as the holder (or, in the case of joint holders, all the joint holders) may notify to the Company for the purpose; or

(b) by a bank or other funds transfer system or by such other electronic means (including, in the case of an uncertificated share, a relevant system) to such account as the holder (or, in the case of joint holders, all the joint holders) may notify to the Company for the purpose; or

(c) in such other way as may be agreed between the Company and the holder (or, in the case of joint holders, all such holders).

108.2 Any such cheque or dividend warrant may be sent by post to the registered address of the holder (or, in the case of joint holders, to the registered address of that person whose name stands first in the register in respect of the relevant share) or to such other address as the holder (or, in the case of joint holders, all the joint holders) may notify to the Company for the purpose.

108.3 Every cheque or warrant is sent, and payment in any other way is made, at the risk of the person or persons entitled to it and the Company will not be responsible for any sum lost or delayed when it has sent or transmitted the sum in accordance with these articles. Clearance of a cheque or warrant or transmission of funds through a bank or other funds transfer system or by such other electronic means as is permitted by these articles shall be a good discharge to the Company.

108.4 Any joint holder or other person jointly entitled to any share may give an effective receipt for any dividend or other sum paid in respect of the share.

108.5 Any dividend or other sum payable in respect of any share may be paid to a person or persons entitled by transmission to that share as if he or they were the holder or joint holders of that share and his address (or the address of the first named of two or more persons jointly entitled) noted in the register were the registered address.

109. DIVIDENDS NOT TO BEAR INTEREST

No dividend or other moneys payable by the Company on or in respect of any share shall bear interest as against the Company unless otherwise provided by the rights attached to the share.

110. CALLS OR DEBTS MAY BE DEDUCTED FROM DIVIDENDS

The board may deduct from any dividend or other moneys payable to any person (either alone or jointly with another) on or in respect of a share all such sums as may be due from him (either alone or jointly with another) to the Company on account of calls or otherwise in relation to shares of the Company.

111. UNCLAIMED DIVIDENDS ETC.

All unclaimed dividends, interest or other sums payable may be invested or otherwise made use of by the board for the benefit of the Company until claimed. All dividends unclaimed for a period of 12 years after having been declared shall be forfeited and cease to remain owing by the Company. The payment of any unclaimed dividend, interest or other sum payable by the Company on or in respect of any share into a separate account shall not constitute the Company a trustee in respect of it.

112. UNCASHED DIVIDENDS

If:

(a) a payment for a dividend or other sum payable in respect of a share sent by the Company to the person entitled to it in accordance with these articles is left uncashed or is returned to the Company and, after reasonable enquiries, the Company is unable to establish any new address or, with respect to a payment to be made by a funds transfer system, a new account, for that person; or

(b) such a payment is left uncashed or returned to the Company on two consecutive occasions,

the Company shall not be obliged to send any dividends or other sums payable in respect of that share to that person until he notifies the Company of an address or, where the payment is to be made by a funds transfer system, details of the account, to be used for the purpose.

113. DIVIDENDS *IN SPECIE*

113.1 With the authority of an ordinary resolution of the Company and on the recommendation of the board, payment of any dividend may be satisfied wholly or in part by the distribution of specific assets and in particular of paid up shares or debentures of any other company.

113.2 Where any difficulty arises with the distribution, the board may settle the difficulty as it thinks fit and, in particular, may issue fractional certificates (or ignore fractions), fix the value for distribution of the specific assets or any part of them, determine that cash payments be made to any members on the basis of the value so fixed in order to secure equality of distribution and vest any of the specific assets in trustees on such trusts for the persons entitled to the dividend as the board may think fit.

114. SCRIP DIVIDENDS

114.1 The board may, with the authority of an ordinary resolution of the Company, offer any holders of shares the right to elect to receive further shares, credited as fully paid, instead of cash in respect of all (or some part) of any dividend specified by the ordinary resolution (a scrip dividend) in accordance with the following provisions of this article.

114.2 The ordinary resolution may specify a particular dividend (whether or not already declared) or may specify all or any dividends declared within a specified period, but such period may not end later than five years after the date of the meeting at which the ordinary resolution is passed.

114.3 The basis of allotment shall be decided by the board so that, as nearly as may be considered convenient, the value of the further shares, including any fractional entitlement, is equal to the amount of the cash dividend which would otherwise have been paid (disregarding the amount of any associated tax credit).

114.4 For the purposes of paragraph 114.3 above the value of the further shares shall be:

(a) equal to the average middle-market quotation for a fully paid share of the relevant class, as shown in the London Stock Exchange Daily Official List for the day on which such shares are first quoted "ex" the relevant dividend and the four subsequent dealing days; or

(b) calculated in such manner as may be determined by or in accordance with the ordinary resolution.

114.5 The board shall give notice to the holders of shares of their rights of election in respect of the scrip dividend and shall specify the procedure to be followed in order to make an election.

114.6 The dividend or that part of it in respect of which an election for the scrip dividend is made shall not be paid and instead further shares shall be allotted in accordance with elections duly made and the board shall capitalise a sum equal to the aggregate nominal amount of the shares to be allotted out of such sums available for the purpose as the board may consider appropriate.

114.7 The further shares so allotted shall rank *pari passu* in all respects with the fully paid shares then in issue except as regards participation in the relevant dividend.

114.8 The board may decide that the right to elect for any scrip dividend shall not be made available to members resident in any territory where, in the opinion of the board, compliance with local laws or regulations would be unduly onerous.

114.9 The board may do all acts and things as it considers necessary or expedient to give effect to the provisions of a scrip dividend election and the issue of any shares in accordance with the provisions of this article, and may make such provisions as it thinks fit for the case of shares becoming distributable in fractions (including provisions under which, in whole or in part, the benefit of fractional entitlements accrues to the Company rather than to the members concerned). To the extent that the entitlement of any holder of shares in respect of any dividend is less than the value of one new share (as determined for the basis of any scrip dividend) the board may also from time to time establish or vary a procedure for such entitlement to be accrued and aggregated with any similar entitlement for the purposes of any subsequent scrip dividend.

114.10 The board may from time to time establish or vary a procedure for election mandates, under which a holder of shares may, in respect of any future dividends for which a right of election pursuant to this article is offered, elect to receive shares in lieu of such dividend on the terms of such mandate.

114.11 The board shall not make a scrip dividend available unless the Company has sufficient undistributed profits or reserves to give effect to elections which could be made to receive that scrip dividend.

114.12 The board may decide at any time before the further shares are allotted that such shares shall not be allotted and pay the relevant dividend in cash instead. Such decision may be made before or after any election has been made by holders of shares in respect of the relevant dividend.

CAPITALISATION OF RESERVES

115. CAPITALISATION OF RESERVES

115.1 The board may, with the authority of an ordinary resolution of the Company:

(a) resolve to capitalise any sum standing to the credit of any reserve account of the Company (including share premium account and capital redemption reserve) or any sum standing to the credit of profit and loss account not required for the payment of any preferential dividend (whether or not it is available for distribution); and

(b) appropriate that sum as capital to the holders of shares in proportion to the nominal amount of the share capital held by them respectively and apply that sum on their behalf in paying up in full any shares or debentures of the Company of a nominal amount equal to that sum and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions or in paying up the whole or part of any amounts which are unpaid in respect of any issued shares in the Company held by them respectively, or otherwise deal with such sum as directed by the resolution provided that the share premium account, the capital redemption reserve, any redenomination reserve and any sum not available for distribution in accordance with the Statutes may only be applied in paying up shares to be allotted credited as fully paid up.

115.2 Where any difficulty arises in respect of any distribution of any capitalised reserve or other sum, the board may settle the difficulty as it thinks fit and in particular may make such provisions as it thinks fit in the case of shares or debentures becoming distributable in fractions (including provisions under which, in whole or in part, the benefit of fractional entitlements accrues to the Company rather than the members concerned) or ignore fractions and may fix the value for distribution of any fully paid up shares or debentures and may determine that cash payments be made to any members on the basis of the value so fixed in order to secure equality of distribution, and may vest any shares or debentures in trustees upon such trusts for the persons entitled to share in the distribution as the board may think fit.

115.3 The board may also authorise any person to sign on behalf of the persons entitled to share in the distribution a contract for the acceptance by those persons of the shares or debentures to be allotted to them credited as fully paid under a capitalisation and any such contract shall be binding on all those persons.

116. CAPITALISATION OF RESERVES – EMPLOYEES' SHARE SCHEMES

116.1 This article (which is without prejudice to the generality of the provisions of the immediately preceding article) applies where, pursuant to an employees' share scheme:

(a) a person is granted a right to acquire shares in the Company for no payment or at a price less than their nominal value; or

(b) the terms on which any person is entitled to acquire shares in the Company are adjusted so that the price payable to acquire them is less than their nominal value, and the relevant shares are to be subscribed.

116.2 In any such case the board:

(a) may, without requiring any further authority of the Company in general meeting, at any time transfer to a reserve account a sum (the "**reserve amount**") which is equal to the amount required to pay up the nominal value of the shares in full, after taking into account the amount (if any) payable by the person from the profits or reserves of the Company which are available for distribution and not required for the payment of any preferential dividend; and

(b) (subject to paragraph 116.4 below) will not apply the reserve amount for any purpose other than paying up the nominal value on the allotment of the relevant shares.

116.3 Whenever the Company allots shares to a person pursuant to a right described in article 116.1, the board will (subject to the Statutes) appropriate to capital the amount of the reserve amount necessary to pay up the nominal value shares in full, after taking into account the amount (if any) payable by the person, apply that amount in paying up the nominal value of those shares in full and allot those shares credited as fully paid to the person entitled to them.

116.4 If any person ceases to be entitled to acquire shares as described in article 116.1, the restrictions on the reserve account will cease to apply in relation to the part of that amount (if any) applicable to those shares.

RECORD DATES

117. FIXING OF RECORD DATES

117.1 Notwithstanding any other of these articles, but without prejudice to any rights attached to any shares, the Company or the board may fix a date as the record date by reference to which a dividend will be declared or paid or a distribution, allotment or issue made, and that date may be before, on or after the date on which the dividend, distribution, allotment or issue is declared, paid or made.

117.2 In the absence of a record date being fixed, entitlement to any dividend, distribution, allotment or issue shall be determined by reference to the date on which the dividend is declared or the distribution, allotment or issue is made.

ACCOUNTS

118. ACCOUNTING RECORDS

118.1 The board shall cause accounting records of the Company to be kept in accordance with the Statutes.

118.2 No member (as such) shall have any right of inspecting any account, book or document of the Company, except as conferred by law or authorised by the board or by any ordinary resolution of the Company.

COMMUNICATIONS

119. COMMUNICATIONS TO THE COMPANY

119.1 Subject to the Statutes and except where otherwise expressly stated, any document or information to be sent or supplied to the Company (whether or not such document or information is required or authorised under the Statutes) shall be in hard copy form or, subject to paragraph 119.2 below, be sent or supplied in electronic form or by means of a website.

119.2 Subject to the Statutes, a document or information may be given to the Company in electronic form only if it is given in such form and manner and to such address as may have been specified by the board from time to time for the receipt of documents in electronic form. The board may prescribe such procedures as it thinks fit for verifying the authenticity or integrity of any such document or information given to it in electronic form.

120. COMMUNICATIONS BY THE COMPANY

120.1 A document or information may be sent or supplied in hard copy form by the Company to any member either personally or by sending or supplying it by post addressed to the member at his registered address or by leaving it at that address.

120.2 Subject to the Statutes (and other rules applicable to the Company), a document or information may be sent or supplied by the Company to any member in electronic form to such address as may from time to time be authorised by the member concerned or by making it available on a website and notifying the member concerned in accordance with the Statutes (and other rules applicable to the Company) that it has been made available. A member shall be deemed to have agreed that the Company may send or supply a document or information by means of a website if the conditions set out in the Statutes have been satisfied.

120.3 In the case of joint holders of a share, any document or information sent or supplied by the Company in any manner permitted by these articles to the joint holder who is named first in the register in respect of the joint holding shall be deemed to be given to all other holders of the share.

120.4 A member whose registered address is not within the United Kingdom shall not be entitled to receive any notice from the Company unless he gives the Company a postal address within the United Kingdom at which notices may be given to him.

120.5 If the Company sends more than one notice, document or information to a member on separate occasions during a 12-month period and each of them is returned undelivered then that member will not be entitled to receive notices from the Company until the member has supplied a new postal address or electronic address for service of notices.

121. COMMUNICATION DURING SUSPENSION OR CURTAILMENT OF POSTAL SERVICES

121.1 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom (or some part of the United Kingdom) the Company is unable effectively to give notice of a general meeting to some or all of its members or directors then, subject to complying with paragraph 121.2 below, the Company need only give notice of the meeting to those members or directors to whom the Company is entitled, in accordance with the Statutes, to give notice by electronic means.

121.2 In the circumstances described in paragraph 121.1 above, the Company must:

(a) advertise the general meeting by a notice which appears on its website and in at least one national newspaper complying with the notice period requirements set out in article 28; and

(b) send confirmatory copies of the notice (or, as the case may be, the notification of the website notice) by post to those members and directors to whom notice (or notification) cannot be given by electronic means if at least five days before the meeting the posting of notices (and notifications) to addresses throughout the United Kingdom again becomes practicable.

122. WHEN COMMUNICATION IS DEEMED RECEIVED

122.1 Any document or information, if sent by first class post, shall be deemed to have been received on the day following that on which the envelope containing it is put into the post, or, if sent by second class post, shall be deemed to have been received on the second day following that on which the envelope containing it is put into the post and in proving that a document or information has been received it shall be sufficient to prove that the letter, envelope or wrapper containing the document or information was properly addressed, prepaid and put into the post.

122.2 Any document or information not sent by post but left at a registered address or address at which a document or information may be received shall be deemed to have been received on the day it was so left.

122.3 Any document or information, if sent or supplied by electronic means, shall be deemed to have been received on the day on which the document or information was sent or supplied by or on behalf of the Company.

122.4 If the Company receives a delivery failure notification following a communication by electronic means in accordance with paragraph 122.3 above, the Company shall send or supply the document or information in hard copy or electronic form (but not by electronic means) to the member either personally or by post addressed to the member at his registered address or by leaving it at that address. This shall not affect when the document or information was deemed to be received in accordance with paragraph 122.3 above.

122.5 Where a document or information is sent or supplied by means of a website, it shall be deemed to have been received:

(a) when the material was first made available on the website; or

(b) if later, when the recipient was deemed to have received notice of the fact that the material was available on the website.

122.6 A member present, either in person or by proxy, at any meeting of the Company or class of members of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which the meeting was convened.

122.7 Every person who becomes entitled to a share shall be bound by every notice (other than a notice in accordance with section 793 of the Companies Act) in respect of that share which before his name is entered in the register was given to the person from whom he derives his title to the share.

123. RECORD DATE FOR COMMUNICATIONS

123.1 For the purposes of giving notices of meetings, or of sending or supplying other documents or other information, whether under section 310(1) of the Companies Act, any other Statute, a provision in these articles or any other instrument, the Company may determine that persons entitled to receive such notices, documents or other information are those persons entered on the register at the close of business on a day determined by it.

123.2 The day determined by the Company under paragraph 123.1 above may not be more than 15 days before the day that the notice of the meeting, document or other information is given.

124. COMMUNICATION TO PERSON ENTITLED BY TRANSMISSION

Where a person is entitled by transmission to a share, any notice or other communication shall be given to him, as if he were the holder of that share and his address noted in the register were his registered address. In any other case, any notice or other communication given to any member pursuant to these articles shall, notwithstanding that the member is then dead or bankrupt or that any other event giving rise to the transmission of the share by operation of law has occurred and whether or not the Company has notice of the death, bankruptcy or other event, be deemed to have been properly given in respect of any share registered in the name of that member as sole or joint holder.

UNTRACED MEMBERS

125. SALE OF SHARES OF UNTRACED MEMBERS

125.1 The Company may sell, in such manner as the board may decide and at the best price it considers to be reasonably obtainable at that time, any share of a member, or any share to which a person is entitled by transmission if:

(a) during a period of 12 years at least three cash dividends have become payable in respect of the share to be sold and have been sent by the Company in accordance with these articles;

(b) during that period of 12 years no cash dividend payable in respect of the share has been claimed, no cheque, warrant, order or other payment for a dividend has been cashed, no dividend sent by means of a funds transfer system has been paid and no communication has been received by the Company from the member or the person entitled by transmission to the share;

(c) on or after the expiry of that period of 12 years the Company has published advertisements both in a national newspaper and in a newspaper circulating in the area in which the last known address of the member or person entitled by transmission to the share or the address at which notices may be given in accordance with these articles is located, in each case giving notice of its intention to sell the share; and

(d) during the period of three months following the publication of those advertisements and after that period until the exercise of the power to sell the share, the Company has not received any communication from the member or the person entitled by transmission to the share.

125.2 The Company's power of sale shall extend to any further share which, on or before the date of publication of the first of any advertisement pursuant to paragraph 125.1(c) above, is issued in right of a share to which paragraph 125.1 above applies (or in right of any share to which this paragraph applies) if the conditions set out in paragraphs 125.1(b) to (d) above are satisfied in relation to the further share (but as if the references to a period of 12 years were references to a period beginning on the date of allotment of the further share and ending on the date of publication of the first of the advertisements referred to above).

125.3 To give effect to any sale, the board may authorise some person to transfer the share to, or as directed by, the purchaser, who shall not be bound to see to the application of the purchase money, nor shall the title of the new holder to the share be affected by any irregularity in, or invalidity of, the proceedings relating to the sale.

126. APPLICATION OF PROCEEDS OF SALE

126.1 The Company shall account to the person entitled to the share at the date of sale for a sum equal to the net proceeds of sale and shall be deemed to be his debtor, and not a trustee for him, in respect of them.

126.2 Pending payment of the net proceeds of sale to such person, the proceeds may either be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company, if any) as the board may from time to time decide.

126.3 No interest shall be payable in respect of the net proceeds and the Company shall not be required to account for any moneys earned on the net proceeds.

AUTHENTICATION

127. POWER TO AUTHENTICATE DOCUMENTS

Any director, the secretary or any person appointed by the board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolution passed by the Company or the board or any committee, and any books, records, documents and accounts relating to the business of the Company, and to certify copies or extracts as true copies or extracts. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or the board or any committee which is so certified shall be conclusive evidence in favour of all persons dealing with the Company that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

DESTRUCTION OF DOCUMENTS

128. DESTRUCTION OF DOCUMENTS

128.1 The board may authorise or arrange the destruction of documents held by the Company as follows:

(a) at any time after the expiration of six years from the date of registration, all instruments of transfer of shares and all other documents transferring or purporting to transfer shares or representing or purporting to represent the right to be registered as the holder of shares on the faith of which entries have been made in the register;

(b) at any time after the expiration of one year from the date of cancellation, all registered share certificates which have been cancelled;

(c) at any time after the expiration of two years from the date of recording them, all dividend mandates and notifications of change of address; and

(d) at any time after the expiration of one year from the date of actual payment, all paid dividend warrants and cheques.

128.2 It shall conclusively be presumed in favour of the Company that:

(a) every entry in the register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made;

(b) every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered;

(c) every share certificate so destroyed was a valid certificate duly and properly cancelled;

(d) every other document mentioned in paragraph 128.1 above so destroyed was a valid and effective document in accordance with the particulars of it recorded in the books and records of the Company; and

(e) every paid dividend warrant and cheque so destroyed was duly paid.

128.3 The provisions of paragraph 128.2 above shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties to it) to which the document might be relevant.

128.4 Nothing in this article shall be construed as imposing on the Company or the board any liability in respect of the destruction of any document earlier than as stated in paragraph 128.1 above or in any other circumstances in which liability would not attach to the Company or the board in the absence of this article.

128.5 References in this article to the destruction of any document include references to its disposal in any manner.

WINDING UP

129. POWERS TO DISTRIBUTE *IN SPECIE*

If the Company is in liquidation, the liquidator may, with the authority of a special resolution of the Company and any other authority required by the Statutes:

(a) divide among the members *in specie* the whole or any part of the assets of the Company and, for that purpose, value any assets and determine how the division shall be earned out as between the members or different classes of members; or

(b) vest the whole or any part of the assets in trustees upon such trusts for the benefit of members as the liquidator, with the like sanction, shall think fit but no member shall be compelled to accept any assets upon which there is any liability.

INDEMNITY AND INSURANCE, ETC.

130. DIRECTORS' INDEMNITY, INSURANCE AND DEFENCE

As far as the Statutes allow, the Company may:

(a) indemnify any director of the Company (or of an associated body corporate) against any liability;

(b) indemnify a director of a company that is a trustee of an occupational pension scheme for employees (or former employees) of the Company (or of an associated body corporate) against liability incurred in connection with the company's activities as trustee of the scheme;

(c) purchase and maintain insurance against any liability for any director referred to in paragraph (a) or (b) above; and

(d) provide any director referred to in paragraphs (a) or (b) above with funds (whether by loan or otherwise) to meet expenditure incurred or to be incurred by him in defending any criminal, regulatory or civil proceedings or in connection with an application for relief (or to enable any such director to avoid incurring such expenditure),

the powers given by this article shall not limit any general powers of the Company to grant indemnities, purchase and maintain insurance or provide funds (whether by way of loan or otherwise) to any person in connection with any legal or regulatory proceedings or applications for relief.

Exhibit 1.2

THE COMPANIES ACT 2006

A PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

DIVERSIFIED ENERGY COMPANY PLC

(Adopted by Special Resolution passed on
27 April 2021, and amended by Special Resolutions passed on 26 April 2022, 2 May 2023 and [4 December] 2023)

No. 09156132

LATHAM&WATKINS
99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel: +44.20.7710.1000
www.lw.com

CONTENTS

Company number

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PRELIMINARY

1. STANDARD REGULATIONS DO NOT APPLY

None of the regulations in the model articles for public companies set out in Schedule 3 to the Companies (Model Articles) Regulations 2008 shall apply to the Company.

2. INTERPRETATION

2.1 In these articles, unless the contrary intention appears:

(a) the following definitions apply:

"**board**" means the board of directors for the time being of the Company;

"**Circular**" means the shareholder circular published by the Company in relation to, among other things, the US Listing dated 16 November 2023;

"**clear days**" means, in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"**committee**" means a committee of the board;

"**Companies Act**" means the Companies Act 2006 (as amended);

"**Company**" means Diversified Energy Company PLC;

"**CTCNA**" means Computershare Trust Company, N.A.;

"**Depositary Interest**" has the meaning given in Article 131.1;

"**Depositary Receipt**" means a depositary receipt issued by CTCNA representing a beneficial interest in a share in the Company;

"**DI Custodian**" has the meaning given in Article 131.1;

"**DI Depositary**" has the meaning given in Article 131.1;

"**director**" means a director for the time being of the Company;

"**Disclosure Guidance and Transparency Rules**" means the disclosure guidance and transparency rules for the time being in force, as published by the FCA in the FCA Handbook;

"**DR Depositary Nominee**" has the meaning given in Article 131.3;

"**DTC Depositary**" means any depositary, custodian, nominee or similar entity that holds legal title to the shares in the capital of the Company for or on behalf of DTC, including Cede & Co.;

"**DTC**" means The Depository Trust Company;

"**electronic address**" has the same meaning as in the Companies Act;

"**electronic form**" has the same meaning as in the Companies Act;

"**electronic means**" has the same meaning as in the Companies Act;

"**FCA**" means the Financial Conduct Authority;

"**hard copy form**" has the same meaning as in the Companies Act;

"**holder**" in relation to any share means the member whose name is entered in the register as the holder of that share;

"**Initial Depositary Transfer Date**" has the meaning given in Article 131.1;

"**office**" means the registered office for the time being of the Company;

"**paid up**" means paid up or credited as paid up;

"**person entitled by transmission**" means a person whose entitlement to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law has been noted in the register;

"**proxy notification address**" means the address or addresses (including any electronic address) specified in a notice of a meeting or in any other information issued by the Company in relation to a meeting (or, as the case may be, an adjourned meeting or a poll) for the receipt of proxy notices relating to that meeting (or adjourned meeting or poll) or, if no such address is specified, the office;

"**register**" means either or both of the issuer register of members and the Operator register of members;

"**Relevant Member**" means a shareholder who holds shares of the Company immediately prior to the Initial Depositary Transfer Date;

"**relevant system**" means a computer-based system, and procedures, which enable title to units of a security to be evidenced and transferred without a written instrument, pursuant to the Uncertificated Securities Regulations 2001 or any relevant regulations made pursuant to the Companies Act;

"**Restricted Shareholder**" means a shareholder who holds shares that bear a restrictive legend prohibiting such shares from being freely transferred in the United States whether pursuant to a contractual restriction or U.S. securities laws;

"**seal**" means any common seal of the Company or any official seal or securities seal which the Company may have or be permitted to have under the Statutes;

"**secretary**" means the secretary of the Company or, if there are joint secretaries, any of the joint secretaries and includes an assistant or deputy secretary and any person appointed by the board to perform any of the duties of the secretary of the Company;

"**Statutes**" means the Companies Act, the Uncertificated Securities Regulations 2001 and every other statute, statutory instrument, regulation or order for the time being in force concerning the Company;

"**these articles**" means these articles of association, as from time to time altered;

"**treasury shares**" means those shares held by the Company in treasury in accordance with section 724 of the Companies Act;

"**US Listing**" means the listing of the shares of the Company on the New York Stock Exchange; and

"**working day**" has the same meaning as in the Companies Act.

(b) any reference to an uncertificated share, or to a share being held in uncertificated form, means a share title which may be transferred by means of a relevant system, and any reference to a certificated share means any share other than an uncertificated share;

(c) any other words or expressions defined in the Companies Act or, if not defined in the Companies Act, in any other of the Statutes (in each case as in force on the date these articles take effect) have the same meaning in these articles except that the word **company** includes any body corporate;

(d) any reference in these articles to any statute or statutory provision includes a reference to any modification or re-enactment of it for the time being in force;

(e) words importing the singular number include the plural number and vice versa, words importing one gender include the other gender and words importing persons include bodies corporate and unincorporated associations;

(f) any reference to writing includes a reference to any method of reproducing words in a legible form;

(g) any reference to a document being sealed or executed under seal or under the common seal of any body corporate (including the Company) or any similar expression includes a reference to its being executed in any other manner which has the same effect as if it were executed under seal;

(h) any reference to a meeting shall not be taken as requiring more than one person to be present in person if any quorum requirement can be satisfied by one person;

(i) any reference to a show of hands includes such other method of casting votes as the board may from time to time approve;

(j) where the Company has a power of sale or other right of disposal in relation to any share, any reference to the power of the Company or the board to authorise a person to transfer that share to or as directed by the person to whom the share has been sold or disposed of shall, in the case of an uncertificated share, be deemed to include a reference to such other action as may be necessary to enable that share to be registered in the name of that person or as directed by him; and

(k) any reference to:

(i) rights attaching to any share;

(ii) members having a right to attend and vote at general meetings of the Company;

(iii) dividends being paid, or any other distribution of the Company's assets being made, to members; or

(iv) interests in a certain proportion or percentage of the issued share capital, or any class of share capital;

shall, unless otherwise expressly provided by the Statutes, be construed as though any treasury shares held by the Company had been cancelled.

2.2 Subject to the Statutes, a special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required.

2.3 Headings to these articles are inserted for convenience only and shall not affect construction.

3. OBJECTS

Nothing in these articles shall constitute a restriction on the objects of the Company to do (or omit to do) any act and, in accordance with section 31(1) of the Companies Act, the Company's objects are unrestricted.

4. LIMITED LIABILITY

The liability of the members is limited to the amount, if any, unpaid on the shares in the Company respectively held by them.

SHARE CAPITAL

5. RIGHTS ATTACHED TO SHARES

Subject to the Statutes and to the rights conferred on the holders of any other shares, any share may be issued with or have attached to it such rights and restrictions as the Company may by ordinary resolution decide or, if no such resolution is in effect or so far as the resolution does not make specific provision, as the board may decide.

6. ALLOTMENT (ETC.) OF SHARES

Subject to the Statutes, these articles and any resolution of the Company, the board may offer, allot (with or without conferring a right of renunciation), grant options over or otherwise deal with or dispose of any shares to such persons, at such times and generally on such terms as the board may decide.

7. AUTHORITY TO ALLOT SHARES AND GRANT RIGHTS

The Company may from time to time pass an ordinary resolution referring to this article and authorising, in accordance with section 551 of the Companies Act, the board to exercise all the powers of the Company to allot shares in the Company or to grant rights to subscribe for or to convert any security into shares in the Company and:

(a) on the passing of the resolution the board shall be generally and unconditionally authorised to allot such shares or grant such rights up to the maximum nominal amount specified in the resolution; and

(b) unless previously revoked the authority shall expire on the day specified in the resolution (not being more than five years from the date on which the resolution is passed),

but any authority given under this article shall allow the Company, before the authority expires, to make an offer or agreement which would or might require shares to be allotted or rights to be granted after it expires.

8. DIS-APPLICATION OF PRE-EMPTION RIGHTS

8.1 Subject (other than in relation to the sale of treasury shares) to the board being generally authorised to allot shares and grant rights to subscribe for or to convert any security into shares in the Company in accordance with section 551 of the Companies Act, the Company may from time to time resolve, by a special resolution referring to this article, that the board be given power to allot equity securities for cash and, on the passing of the resolution, the board shall have power to allot (pursuant to that authority) equity securities for cash as if section 561 of the Companies Act did not apply to the allotment but that power shall be limited to:

(a) the allotment of equity securities in connection with a rights issue; and

(b) the allotment (other than in connection with a rights issue) of equity securities having a nominal amount not exceeding in aggregate the sum specified in the special resolution,

and unless previously revoked, that power shall (if so provided in the special resolution) expire on the date specified in the special resolution of the Company. The Company may before the power expires make an offer or agreement which would or might require equity securities to be allotted after it expires.

8.2 For the purposes of this article:

(a) **equity securities** and **ordinary shares** have the meanings given in section 560 of the Companies Act;

(b) **rights issue** means an offer or issue of equity securities open for acceptance for a period fixed by the board to or in favour of holders of shares in proportion (as nearly as may be practicable) to their existing holdings but the board may make such exclusions or other arrangements as the board considers expedient in relation to treasury shares, fractional entitlements, record dates, legal or practical problems under the laws in any territory or the requirements of any relevant regulatory body or stock exchange or any other matter; and

(c) a reference to the **allotment of equity securities** includes (pursuant to sections 560(2) and (3) of the Companies Act) the grant of a right to subscribe for, or to convert any securities into, ordinary shares in the Company, and the sale of any ordinary shares in the Company that immediately before the sale, were held by the Company as treasury shares.

9. POWER TO PAY COMMISSION

The Company may in connection with the issue of any shares exercise all powers of paying commission conferred or permitted by the Statutes.

10. POWER TO ALTER SHARE CAPITAL

10.1 The Company may exercise the powers conferred by the Statutes to:

(a) increase its share capital by allotting new shares;

(b) reduce its share capital;

(c) sub-divide or consolidate and divide all or any of its share capital;

(d) redenominate all or any of its shares and reduce its share capital in connection with such a redenomination.

10.2 A resolution by which any share is sub-divided may determine that, as between the holders of the shares resulting from the sub-division, one or more of the shares may have such preferred or other special rights, or may have such qualified or deferred rights or be subject to such restrictions, as compared with the other or others, as the Company has power to attach to new shares.

10.3 If as a result of any consolidation and division or sub-division of shares any members would become entitled to fractions of a share, the board may deal with the fractions as it thinks fit. In particular, the board may:

(a) (on behalf of those members) aggregate and sell the shares representing the fractions to any person (including, subject to the Statutes, the Company) and distribute the net proceeds of sale in due proportion among those members (except that any proceeds in respect of any holding less than a sum fixed by the board may be retained for the benefit of the Company); or

(b) subject to the Statutes, first, allot to a member credited as fully paid by way of capitalisation of any reserve account of the Company such number of shares as rounds up his holding to a number which, following consolidation and division or sub-division, leaves a whole number of shares.

10.4 For the purpose of a sale under paragraph 10.3(a) above, the board may authorise a person to transfer the shares to, or as directed by, the purchaser, who shall not be bound to see to the application of the purchase money and the title of the new holder to the shares shall not be affected by any irregularity in or invalidity of the proceedings relating to the sale.

11. POWER TO PURCHASE OWN SHARES

Subject to the Statutes, the Company may purchase all or any of its shares of any class, including any redeemable shares.

12. POWER TO REDUCE CAPITAL

Subject to the Statutes and to any rights conferred on the holders of any class of shares, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

13. TRUSTS NOT RECOGNISED

Except as required by law or these articles, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or required to recognise (even when having notice of it) any interest in or in respect of any share, except the holder's absolute right to the entirety of the share.

UNCERTIFICATED SHARES – GENERAL POWERS

14. UNCERTIFICATED SHARES – GENERAL POWERS

14.1 The board may permit any class of shares to be held in uncertificated form and to be transferred by means of a relevant system and may revoke any such permission.

14.2 In relation to any share which is for the time being held in uncertificated form:

(a) the Company may utilise the relevant system in which it is held to the fullest extent available from time to time in the exercise of any of its powers or functions under the Statutes or these articles or otherwise in effecting any actions and the board may from time to time determine the manner in which such powers, functions and actions shall be so exercised or effected;

(b) any provision in these articles which is inconsistent with:

(i) the holding or transfer of that share in the manner prescribed or permitted by the Statutes;

(ii) any other provision of the Statutes relating to shares held in uncertificated form; or

(iii) the exercise of any powers or functions by the Company or the effecting by the Company of any actions by means of a relevant system,

shall not apply,

(c) the Company may, by notice to the holder of that share, require the holder to change the form of such share to certificated form within such period as may be specified in the notice;

(d) the Company may require that share to be converted into certificated form in accordance with the Statutes; and

(e) the Company shall not issue a certificate.

14.3 The Company may, by notice to the holder of any share in certificated form, direct that the form of such share may not be changed to uncertificated form for a period specified in such notice.

14.4 For the purpose of effecting any action by the Company, the board may determine that shares held by a person in uncertificated form shall be treated as a separate holding from shares held by that person in certificated form but shares of a class held by a person in uncertificated form shall not be treated as a separate class from shares of that class held by that person in certificated form.

15. VARIATION OF RIGHTS

15.1 Whenever the share capital of the Company is divided into different classes of shares, all or any of the rights for the time being attached to any class of shares in issue may from time to time (whether or not the Company is being wound up) be varied in such manner as those rights may provide or (if no such provision is made) either with the consent in writing of the holders of three-fourths in nominal value of the issued shares of that class or with the authority of a special resolution passed at a separate general meeting of the holders of those shares.

15.2 The provisions of these articles relating to general meetings of the Company or to the proceedings at general meetings shall apply, *mutatis mutandis,* to every such separate general meeting, except that:

(a) the quorum at any such meeting (other than an adjourned meeting) shall be two members present in person or by proxy holding at least one-third in nominal amount of the issued shares of the class;

(b) at an adjourned meeting the quorum shall be one member present in person or by proxy holding shares of the class;

(c) every holder of shares of the class shall, on a poll, have one vote in respect of every share of the class held by him; and

(d) a poll may be demanded by any one holder of shares of the class whether present in person or by proxy.

15.3 Unless otherwise expressly provided by the rights attached to any class of shares those rights shall not be deemed to be varied by the creation or issue of further shares ranking *pari passu* with them or by the purchase or redemption by the Company of any of its own shares.

TRANSFERS OF SHARES

16. RIGHT TO TRANSFER SHARES

Subject to the restrictions in these articles, a member may transfer all or any of his shares in any manner which is permitted by the Statutes and is from time to time approved by the board.

17. TRANSFERS OF UNCERTIFICATED SHARES

The Company shall maintain a record of uncertificated shares in accordance with the Statutes.

18. TRANSFERS OF CERTIFICATED SHARES

18.1 An instrument of transfer of a certificated share may be in any usual form or in any other form which the board may approve and shall be signed by or on behalf of the transferor and (except in the case of a fully paid share) by or on behalf of the transferee.

18.2 The board may, in its absolute discretion refuse to register any instrument of transfer of a certificated share:

(a) which is not fully paid up but, in the case of a class of shares which has been admitted to official listing by the FCA, not so as to prevent dealings in those shares from taking place on an open and proper basis; or

(b) on which the Company has a lien.

18.3 The board may also refuse to register any instrument of transfer of a certificated share unless it is:

(a) left at the office, or at such other place as the board may decide, for registration;

(b) accompanied by the certificate for the shares to be transferred and such other evidence (if any) as the board may reasonably require to prove the title of the intending transferor or his right to transfer the shares; and

(c) in respect of only one class of shares.

18.4 All instruments of transfer which are registered may be retained by the Company, but any instrument of transfer which the board refuses to register shall (except in any case where fraud or any other crime involving dishonesty is suspected in relation to such transfer) be returned to the person presenting it.

19. OTHER PROVISIONS RELATING TO TRANSFERS

19.1 No fee shall be charged for registration of a transfer or other document or instruction relating to or affecting the title to any share.

19.2 The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register in respect of the share.

19.3 Nothing in these articles shall preclude the board from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.

19.4 Unless otherwise agreed by the board in any particular case, the maximum number of persons who may be entered on the register as joint holders of a share is four.

20. NOTICE OF REFUSAL

If the board refuses to register a transfer of a certificated share it shall, as soon as practicable and in any event within two months after the date on which the instrument of transfer was lodged, give to the transferee notice of the refusal together with its reasons for refusal. The board shall provide the transferee with such further information about the reasons for the refusal as the transferee may reasonably request.

TRANSMISSION OF SHARES

21. TRANSMISSION ON DEATH

If a member dies, the survivor, where the deceased was a joint holder, and his personal representatives where he was a sole or the only surviving holder, shall be the only person or persons recognised by the Company as having any title to his shares, but nothing in these articles shall release the estate of a deceased holder from any liability in respect of any share held by him solely or jointly.

22. ELECTION OF PERSON ENTITLED BY TRANSMISSION

22.1 A person becoming entitled to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to a transmission by operation of law may, on producing such evidence as the board may require and subject as provided in this article, elect either to be registered himself as the holder of the share or to have some person nominated by him registered as the holder of the share.

22.2 If he elects to be registered himself, he shall give notice to the Company to that effect. If he elects to have another person registered, he shall execute a transfer of the share to that person or shall execute such other document or take such other action as the board may require to enable that person to be registered.

22.3 The provisions of these articles relating to the transfer of shares shall apply to the notice or instrument of transfer or other document or action as if it were a transfer effected by the person from whom the title by transmission is derived and the event giving rise to such transmission had not occurred.

23. RIGHTS OF PERSON ENTITLED BY TRANSMISSION

23.1 A person becoming entitled to a share in consequence of a death or bankruptcy or of any other event giving rise to a transmission by operation of law shall have the right to receive and give a discharge for any dividends or other moneys payable in respect of the share and shall have the same rights in relation to the share as he would have if he were the holder except that, until he becomes the holder, he shall not be entitled to attend or vote at any general meeting of the Company.

23.2 The board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and, if after 60 days the notice has not been complied with, the board may withhold payment of all dividends or other moneys payable in respect of the share until the requirements of the notice have been complied with.

DISCLOSURE OF INTERESTS IN SHARES

24. DISCLOSURE OF INTERESTS IN SHARES

24.1 This article applies where the Company gives to the holder of a share or to any person appearing to be interested in a share a notice requiring any of the information mentioned in section 793 of the Companies Act (a "**section 793 notice**").

24.2 If a section 793 notice is given by the Company to a person appearing to be interested in any share, a copy shall at the same time be given to the holder, but the accidental omission to do so or the non-receipt of the copy by the holder shall not prejudice the operation of the following provisions of this article.

24.3 If the holder of, or any person appearing to be interested in, any share has been given a section 793 notice and, in respect of that share (a "**default share**"), has been in default for a period of 14 days after the section 793 notice has been given in supplying to the Company the information required by the section 793 notice, the restrictions referred to below shall apply. Those restrictions shall continue for the period specified by the board, being not more than seven days after the earlier of:

(a) the Company being notified that the default shares have been sold pursuant to an exempt transfer; or

(b) due compliance, to the satisfaction of the board, with the section 793 notice,

the board may waive these restrictions, in whole or in part, at any time.

24.4 The restrictions referred to above are as follows:

(a) if the default shares in which any one person is interested or appears to the Company to be interested represent less than 0.25% of the issued shares of the class, the holders of the default shares shall not be entitled, in respect of those shares, to attend or to vote, either personally or by proxy, at any general meeting of the Company; or

(b) if the default shares in which any one person is interested or appears to the Company to be interested represent at least 0.25% of the issued shares of the class, the holders of the default shares shall not be entitled, in respect of those shares:

(i) to attend or to vote, either personally or by proxy, at any general meeting of the Company; or

(ii) to receive any dividend or other distribution; or

(iii) to transfer or agree to transfer any of those shares or any rights in them,

the restrictions in paragraphs 24.4(a) and 24.4(b) above shall not prejudice the right of either the member holding the default shares or, if different, any person having a power of sale over those shares to sell or agree to sell those shares under an exempt transfer.

24.5 If any dividend or other distribution is withheld under paragraph 24.4(b) above, the member shall be entitled to receive it as soon as practicable after the restriction ceases to apply.

24.6 If, while any of the restrictions referred to above apply to a share, another share is allotted in right of it (or in right of any share to which this paragraph applies), the same restrictions shall apply to that other share as if it were a default share. For this purpose, shares which the Company allots, or procures to be offered, *pro rata* (disregarding fractional entitlements and shares not offered to certain members by reason of legal or practical problems associated with issuing or offering shares outside the United Kingdom) to holders of shares of the same class as the default share shall be treated as shares allotted in right of existing shares from the date on which the allotment is unconditional or, in the case of shares so offered, the date of the acceptance of the offer.

24.7 For the purposes of this article:

(a) an **exempt transfer** in relation to any share is a transfer pursuant to:

(i) a sale of the share on a recognised investment exchange in the United Kingdom or on any stock exchange outside the United Kingdom on which shares of that class are listed or normally traded; or

(ii) a sale of the whole beneficial interest in the share to a person whom the board is satisfied is unconnected with the existing holder or with any other person appearing to be interested in the share; or

(iii) acceptance of a takeover offer (as defined for the purposes of Part 28 of the Companies Act);

(b) the percentage of the issued shares of a class represented by a particular holding shall be calculated by reference to the shares in issue at the time when the section 793 notice is given; and

(c) a person shall be treated as appearing to be interested in any share if the Company has given to the member holding such share a section 793 notice and either (i) the member has named the person as being interested in the share or (ii) (after taking into account any response to any section 793 notice and any other relevant information) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the share.

24.8 The Company may exercise any of its powers under article 14 in respect of any default shares in uncertificated form.

24.9 The provisions of this article are without prejudice to the provisions of section 794 of the Companies Act and, in particular, the Company may apply to the court under section 794(1) of the Companies Act whether or not these provisions apply or have been applied.

24.10 For the purposes of this Article 24:

(a) where any person appearing to be interested in default shares has been served with a statutory notice and such default shares are held by a DTC Depositary, the provisions of this Article 24 shall be deemed to apply only to those default shares held by the DTC Depositary in which such person appears to be interested and not (so far as that person's apparent interest is concerned) to any other shares held by the DTC Depositary in which such person does not have an interest and references to default shares shall be construed accordingly; and

(b) where the shareholder on whom a statutory notice has been served is a DTC Depositary, the obligations of the DTC Depositary shall be limited to disclosing to the Company such information relating to any person appearing to be interested in the shares held by it as has been recorded by the DTC Depositary and the provision of such information shall be at the Company's cost.

GENERAL MEETINGS

25. ANNUAL GENERAL MEETINGS

The board shall convene and the Company shall hold annual general meetings in accordance with the Statutes.

26. CONVENING OF GENERAL MEETINGS OTHER THAN ANNUAL GENERAL MEETINGS

26.1 The board may convene a general meeting other than an annual general meeting whenever and however (including by way of an electronic platform) it thinks fit.

26.2 A general meeting may also be convened in accordance with article 65.

26.3 A general meeting shall also be convened by the board on the requisition of members under the Statutes or, in default, may be convened by such requisitionists, as provided by the Statutes.

26.4 The board shall comply with the Statutes regarding the giving and the circulation, on the requisition of members, of notices of resolutions and of statements with respect to matters relating to any resolution to be proposed or business to be dealt with at any general meeting of the Company.

27. SEPARATE GENERAL MEETINGS

Subject to these articles and to any rights for the time being attached to any class of shares in the Company, the provisions of these articles relating to general meetings of the Company (including, for the avoidance of doubt, provisions relating to the proceedings at general meetings or to the rights of any person to attend or vote or be represented at general meetings or to any restrictions on these rights) shall apply, *mutatis mutandis*, in relation to every separate general meeting of the holders of any class of shares in the Company.

NOTICE OF GENERAL MEETINGS

28. LENGTH AND FORM OF NOTICE

28.1 Subject to the Statutes, an annual general meeting shall be called by not less than 21 clear days' notice and all other general meetings shall be called by not less than 14 clear days' notice or by not less than such minimum notice period as is permitted by the Statutes.

28.2 The notice (including any notice given by means of a website) shall comply with all applicable requirements in the Statutes and shall specify whether the meeting will be an annual general meeting.

28.3 Notice of every general meeting shall be given to all members other than any who, under these articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, and also to the auditors (or, if more than one, each of them) and to each director.

28.4 Subject to the Statutes, the notice of every general meeting shall specify the time, date and place of the meeting (including without limitation any satellite meeting place arranged for the purposes of this Article 28, which shall be identified as such in the notice) and the general nature of the business.

28.5 Where the general meeting is to be conducted by way of electronic meetings, the notice shall specify the electronic platform for the meeting, which electronic platform may vary from time to time and from meeting to meeting as the board may, in its sole discretion, see fit.

29. OMISSION OR NON-RECEIPT OF NOTICE

29.1 The accidental omission to give notice of a general meeting to, or the non-receipt of notice by, any person entitled to receive the notice shall not invalidate the proceedings of that meeting.

29.2 Paragraph 29.1 above applies to confirmatory copies of notices (and confirmatory notifications of website notices) of meetings sent pursuant to article 122.2(b) in the same way as it applies to notices of meetings.

30. POSTPONEMENT OF GENERAL MEETING

If the board considers that it is impracticable or unreasonable to hold the physical general meeting on the date or at the time or place stated in the notice calling the meeting, or the electronic general meeting on the electronic platform specified in the notice and/or the time, it may postpone the date, move the time or change the electronic platform on which the meeting is to be held (or (do all of the aforementioned actions)). The board shall take reasonable steps to ensure that notice of the date, time, place or electronic platform of the rearranged meeting is given to any member trying to attend the meeting on the basis of the details set out in the original notice of the general meeting. Notice of the business to be transacted at such rearranged meeting shall not be required. If a meeting is rearranged in this way, appointments of proxy are valid if they are received as required by these articles not less than 48 hours before the time appointed for holding the rearranged meeting and for the purpose of calculating this period, the board can decide in their absolute discretion, not to take account of any part of a day that is not a working day. The board may also postpone or move the rearranged meeting (or do both) under this article.

PROCEEDINGS AT GENERAL MEETINGS

31. QUORUM

31.1 No business shall be transacted at any general meeting unless the requisite quorum is present when the meeting proceeds to business.

31.2 Except as otherwise provided by these articles two qualifying persons entitled to vote shall be a quorum, unless:

(a) each is a qualifying person only because he is authorised to act as the representative of a corporation in relation to the meeting, and they are representatives of the same corporation; or

(b) each is a qualifying person only because he is appointed as proxy of a member in relation to the meeting, and they are proxies of the same member.

31.3 For the purposes of this article, a **qualifying person** means:

(a) an individual who is a member of the Company;

(b) a person authorised to act as the representative of a corporation in relation to the meeting; or

(c) a person appointed as proxy of a member in relation to the meeting.

31.4 If within 15 minutes from the time fixed for holding a general meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case, it shall stand adjourned for ten clear days (or, if that day is a Saturday, a Sunday or a holiday, to the next working day) and at the same time and place, or electronic platform, as the original meeting, or, subject to article 36.4 and the Statutes, to such other day, and at such other time and place, or electronic platform, as the board may decide.

31.5 If at an adjourned meeting a quorum is not present within 15 minutes from the time fixed for holding the meeting, the meeting shall be dissolved.

32. SECURITY

32.1 The board may make any security arrangements which it considers appropriate relating to the holding of a physical general meeting of the Company including, without limitation, arranging for any person attending a meeting to be searched and for items of personal property which may be taken into a meeting to be restricted. A director or the secretary may:

(a) refuse entry to a meeting to any person who refuses to comply with any such arrangements; and

(b) eject from a meeting any person who causes the proceedings to become disorderly.

32.2 The board may make any security arrangements which it considers appropriate relating to the holding of an electronic general meeting of the Company including, without limitation, authorising any voting application, system or facility for electronic general meetings as it sees fit.

33. CHAIRMAN

At each general meeting, the chairman of the board (if any) or, if he is absent or unwilling, the deputy chairman (if any) of the board or (if more than one deputy chairman is present and willing) the deputy chairman who has been longest in such office, shall preside as chairman of the meeting. If neither the chairman nor deputy chairman is present and willing, one of the other directors selected for the purpose by the directors present or, if only one director is present and willing, that director, shall preside as chairman of the meeting. If no director is present within 15 minutes after the time fixed for holding the meeting or if none of the directors present is willing to preside as chairman of the meeting, the members present and entitled to vote shall choose one of their number to preside as chairman of the meeting.

34. RIGHT TO ATTEND AND SPEAK

34.1 A director shall be entitled to attend and speak at any general meeting of the Company whether or not he is a member.

34.2 The chairman may invite any person to attend and speak at any general meeting of the Company if he considers that such person has the appropriate knowledge or experience of the Company's business to assist in the deliberations of the meeting.

34.3 A proxy shall be entitled to speak at any general meeting of the Company.

35. RESOLUTIONS AND AMENDMENTS

35.1 Subject to the Statutes, a resolution may only be put to the vote at a general meeting if the chairman of the meeting in his absolute discretion decides that the resolution may properly be regarded as within the scope of the meeting.

35.2 In the case of a resolution to be proposed as a special resolution no amendment may be made, at or before the time at which the resolution is put to the vote, to the form of the resolution as set out in the notice of meeting, except to correct a patent error or as may otherwise be permitted by law.

35.3 In the case of a resolution to be proposed as an ordinary resolution no amendment may be made, at or before the time at which the resolution is put to the vote, unless:

(a) in the case of an amendment to the form of the resolution as set out in the notice of meeting, notice of the intention to move the amendment is received at the office at least 48 hours before the time fixed for the holding of the relevant meeting; or

(b) in any case, the chairman of the meeting in his absolute discretion otherwise decides that the amendment or amended resolution may properly be put to the vote,

the giving of notice under paragraph 35.3(a) above shall not prejudice the power of the chairman of the meeting to rule the amendment out of order.

35.4 With the consent of the chairman of the meeting, a person who proposes an amendment to a resolution may withdraw it before it is put to the vote.

35.5 If the chairman of the meeting rules a resolution or an amendment to a resolution admissible or out of order (as the case may be), the proceedings of the meeting or the resolution in question shall not be invalidated by any error in his ruling. Any ruling by the chairman of the meeting in relation to a resolution or an amendment to a resolution shall be final and conclusive.

36. ADJOURNMENT

36.1 With the consent of any general meeting at which a quorum is present the chairman of the meeting may (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place.

36.2 In addition, the chairman of the meeting may at any time without the consent of the meeting adjourn the meeting (whether or not it has commenced or a quorum is present) to another time and/or place, or electronic platform, if, in his opinion, it would facilitate the conduct of the business of the meeting to do so.

36.3 Nothing in this article shall limit any other power vested in the chairman of the meeting to adjourn the meeting.

36.4 Whenever a meeting is adjourned for 30 days or more or *sine die*, at least seven days' notice of the adjourned meeting shall be given in the same manner as in the case of the original meeting but otherwise no person shall be entitled to any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.

36.5 No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

37. MEETING AT MORE THAN ONE PLACE

37.1 A general meeting may be held at more than one place if:

(a) the notice convening the meeting specifies that it shall be held at more than one place; or

(b) the notice convening the meeting specifies that it shall be held by means of an electronic facility or facilities hosted on an electronic platform (such meeting being an "**electronic general meeting**") with no member necessarily in physical attendance at the general meeting; or

(c) the board resolves, after the notice convening the meeting has been given, that the meeting shall be held at more than one place; or

(d) it appears to the chairman of the meeting that the place of the meeting specified in the notice convening the meeting is inadequate to accommodate all persons entitled and wishing to attend.

37.2 A general meeting held at more than one place is duly constituted and its proceedings are valid if (in addition to the other provisions of these articles relating to general meetings being satisfied) the chairman of the meeting is satisfied that facilities (whether electronic or otherwise) are available to enable each person present at each place to participate in the business of the meeting.

37.3 Each person present at each place who would be entitled to count towards the quorum in accordance with the provisions of article 31 shall be counted in the quorum for, and shall be entitled to vote at, the meeting. The meeting is deemed to take place at the place at which the chairman of the meeting is present.

37.4 Nothing in these Articles prevents a general meeting being held both physically and electronically.

37.5 For the avoidance of doubt, electronic general meetings shall only be held in extenuating circumstances when the Directors determine it is appropriate to do so.

38. METHOD OF VOTING AND DEMAND FOR POLL

38.1 For so long as any shares are held in a settlement system operated by DTC and a DTC Depositary holds legal title to shares in the capital of the Company for DTC, (i) any resolution put to the vote of a general meeting must be decided on a poll, and (ii) this Article 38.1 may only be removed, amended or varied by resolution of the members passed unanimously at a general meeting of the Company.

38.2 Subject to Article 38.1, at a general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless (before, or immediately after the declaration of the result of, the show of hands or on the withdrawal of any other demand for a poll) a poll is demanded by:

(a) the chairman of the meeting; or

(b) at least five members present in person or by proxy having the right to vote on the resolution; or

(c) a member or members present in person or by proxy representing in aggregate not less than 10% of the total voting rights of all the members having the right to vote on the resolution (excluding any voting rights attached to any shares in the Company held as treasury shares); or

(d) a member or members present in person or by proxy holding shares conferring the right to vote on the resolution on which an aggregate sum has been paid up equal to not less than 10% of the total sum paid up on all the shares conferring that right (excluding shares in the Company conferring a right to vote on the resolution which are held as treasury shares),

and a demand for a poll by a person as proxy for a member shall be as valid as if the demand were made by the member himself.

38.3 No poll may be demanded on the appointment of a chairman of the meeting.

38.4 A demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman of the meeting and the demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made if a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

38.5 Unless a poll is demanded (and the demand is not withdrawn), a declaration by the chairman of the meeting that a resolution has been earned, or earned unanimously, or has been earned by a particular majority, or lost, or not earned by a particular majority, shall be conclusive, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of that fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.

38.6 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

39. HOW POLL IS TO BE TAKEN

39.1 If a poll is demanded (and the demand is not withdrawn), it shall be taken at such time (either at the meeting at which the poll is demanded or within 30 days after the meeting), at such place and in such manner (including electronically) as the chairman of the meeting shall direct and he may appoint scrutineers (who need not be members).

39.2 A poll demanded on a question of adjournment shall be taken at the meeting without adjournment.

39.3 It shall not be necessary (unless the chairman of the meeting otherwise directs) for notice to be given of a poll whether taken at or after the meeting at which it was demanded.

39.4 On a poll, votes may be given either personally or by proxy and a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

39.5 The result of the poll shall be deemed to be a resolution of the meeting at which the poll was demanded.

VOTES OF MEMBERS

40. VOTING RIGHTS

40.1 Subject to these articles and to any special rights or restrictions as to voting for the time being attached to any class of shares in the Company, the provisions of the Companies Act shall apply in relation to voting rights.

40.2 Subject to paragraph 40.3 below, on a vote on a resolution on a show of hands at a general meeting, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote.

40.3 On a vote on a resolution on a show of hands at a general meeting, a proxy has one vote for and one vote against the resolution if:

(a) the proxy has been duly appointed by more than one member entitled to vote on the resolution; and

(b) the proxy has been instructed by, or exercises his discretion given by, one or more of those members to vote for the resolution and has been instructed by, or exercises his discretion given by, one or more other of those members to vote against it.

40.4 For the purposes of determining which persons are entitled to attend or vote at any general meeting, and how many votes such persons may cast, the Company must specify in the notice of the meeting a time, not more than 48 hours before the time fixed for the meeting, by which a person must be entered on the register in order to have the right to attend or vote at the meeting. In calculating the period mentioned, no account shall be taken of any part of a day that is not a working day. Changes to entries on the register after the time so specified shall be disregarded in determining the rights of any person to attend or vote at the meeting, notwithstanding any provisions in the Statutes or these articles to the contrary.

41. REPRESENTATION OF CORPORATIONS

41.1 Any corporation which is a member of the Company may, by resolution of its board or other governing body, authorise any person or persons to act as its representative or representatives at any general meeting of the Company.

41.2 The board or any director or the secretary may (but shall not be bound to) require evidence of the authority of any such representative.

42. VOTING RIGHTS OF JOINT HOLDERS

If more than one of the joint holders of a share tenders a vote on the same resolution, whether in person or by proxy, the vote of the senior who tenders a vote shall be accepted to the exclusion of the vote(s) of the other joint holder(s), and for this purpose seniority shall be determined by the order in which the names stand in the register in respect of the relevant share.

43. VOTING RIGHTS OF MEMBERS INCAPABLE OF MANAGING THEIR AFFAIRS

A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, *curator bonis* or other person in the nature of a receiver or *curator bonis* appointed by that court, and the receiver, *curator bonis* or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the board of the authority of the person claiming the right to vote must be received at the office (or at such other address as may be specified for the receipt of proxy appointments) not later than the last time by which a proxy appointment must be received in order to be valid for use at the meeting or adjourned meeting or on the holding of the poll at or on which that person proposes to vote and, in default, the right to vote shall not be exercisable.

44. VOTING RIGHTS SUSPENDED WHERE SUMS OVERDUE

Unless the board otherwise decides, a member shall not be entitled to vote, either in person or by proxy, at any general meeting of the Company in respect of any share held by him unless all calls and other sums presently payable by him in respect of that share have been paid.

45. OBJECTIONS TO ADMISSIBILITY OF VOTES

No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting or poll at which the vote objected to is or may be given or tendered, and every vote not disallowed at such meeting or poll shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

PROXIES

46. PROXIES

46.1 A proxy need not be a member of the Company and a member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him.

46.2 The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or on the poll concerned.

46.3 The appointment of a proxy shall only be valid for the meeting mentioned in it and any adjournment of that meeting (including on any poll demanded at the meeting or any adjourned meeting).

47. APPOINTMENT OF PROXY

47.1 Subject to the Statutes, the appointment of a proxy may be in such form as is usual or common or in such other form as the board may from time to time approve and shall be signed by the appointor, or his duly authorised agent, or, if the appointor is a corporation, shall either be executed under its common seal or be signed by an agent or officer authorised for that purpose. The signature need not be witnessed. In the case of a proxy relating to shares in the capital of the Company held in the name of a DTC Depositary, the appointment of a proxy shall be in a form or manner of communication approved by the board, which may include, without limitation, a voter instruction form to be provided to the Company by certain third parties on behalf of the DTC Depositary.

47.2 Without limiting the provisions of these articles, the board may from time to time in relation to uncertificated shares (i) approve the appointment of a proxy by means of a communication sent in electronic form in the form of an "uncertificated proxy instruction" (a properly authenticated dematerialised instruction and/or other instruction or notification, which is sent by means of the relevant system and received by such participant in that system acting on behalf of the Company as the board may prescribe, in such form and subject to such terms and conditions as the board may from time to time prescribe (subject always to the facilities and requirements of the relevant system)), and (ii) approve supplements to, or amendments or revocations of, any such uncertificated proxy instruction by the same means. In addition, the board may prescribe the method of determining the time at which any such uncertificated proxy instruction is to be treated as received by the Company or such participant and may treat any such uncertificated proxy instruction which purports to be or is expressed to be sent on behalf of a holder of a share as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that holder.

48. RECEIPT OF PROXY

48.1 A proxy appointment:

(a) must be received at a proxy notification address not less than 48 hours before the time fixed for holding the meeting at which the appointee proposes to vote; or

(b) in the case of a poll taken more than 48 hours after it is demanded or in the case of an adjourned meeting to be held more than 48 hours after the time fixed for holding the original meeting, must be received at a proxy notification address not less than 24 hours before the time fixed for the taking of the poll or, as the case may be, the time fixed for holding the adjourned meeting; or

(c) in the case of a poll which is not taken at the meeting at which it is demanded but is taken 48 hours or less after it is demanded, or in the case of an adjourned meeting to be held 48 hours or less after the time fixed for holding the original meeting, must be received:

(i) at a proxy notification address in accordance with (a) above;

(ii) by the chairman of the meeting or the secretary or any director at the meeting at which the poll is demanded or, as the case may be, at the original meeting; or

(iii) at a proxy notification address by such time as the chairman of the meeting may direct at the meeting at which the poll is demanded,

in calculating the periods mentioned, no account shall be taken of any part of a day that is not a working day.

48.2 The board may, but shall not be bound to, require reasonable evidence of the identity of the member and of the proxy, the member's instructions (if any) as to how the proxy is to vote and, where the proxy is appointed by a person acting on behalf of the member, authority of that person to make the appointment.

48.3 The board may decide, either generally or in any particular case, to treat a proxy appointment as valid notwithstanding that the appointment or any of the information required under paragraph 48.2 above has not been received in accordance with the requirements of this article.

48.4 Subject to paragraph 48.3 above, if the proxy appointment and any of the information required under paragraph 48.2 above, is not received in the manner set out in paragraph 48.1 above, the appointee shall not be entitled to vote in respect of the shares in question.

48.5 If two or more valid but differing proxy appointments are received in respect of the same share for use at the same meeting or on the same poll, the one which is last received (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the others as regards that share and if the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that share.

49. NOTICE OF REVOCATION OF AUTHORITY ETC.

49.1 A vote given or poll demanded by proxy or by a representative of a corporation shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll or (until entered in the register) the transfer of the share in respect of which the appointment of the relevant person was made unless notice of the termination was received at a proxy notification address not less than six hours before the time fixed for holding the relevant meeting or adjourned meeting or, in the case of a poll not taken on the same day as the meeting or adjourned meeting, before the time fixed for taking the poll.

49.2 A vote given by a proxy or by a representative of a corporation shall be valid notwithstanding that he has not voted in accordance with any instructions given by the member by whom he is appointed. The Company shall not be obliged to check whether the proxy or representative of a corporation has in fact voted in accordance with any such member's instructions.

DIRECTORS

50. NUMBER OF DIRECTORS

The directors (other than alternate directors) shall not, unless otherwise determined by an ordinary resolution of the Company, be less than two nor more than 15 in number.

51. DIRECTORS NEED NOT BE MEMBERS

A director need not be a member of the Company.

ELECTION, RETIREMENT AND REMOVAL OF DIRECTORS

52. ELECTION OF DIRECTORS BY THE COMPANY

52.1 Subject to these articles, the Company may by ordinary resolution elect any person who is willing to act to be a director, either to fill a vacancy or as an additional director, but so that the total number of directors shall not exceed any maximum number fixed by or in accordance with these articles.

52.2 No person (other than a director retiring in accordance with these articles) shall be elected or re-elected a director at any general meeting unless:

(a) he is recommended by the board; or

(b) not less than 14 nor more than 42 days before the date appointed for the meeting there has been given to the Company, by a member (other than the person to be proposed) entitled to vote at the meeting, notice of his intention to propose a resolution for the election of that person, stating the particulars which would, if he were so elected, be required to be included in the Company's register of directors and a notice executed by that person of his willingness to be elected.

53. SEPARATE RESOLUTIONS FOR ELECTION OF EACH DIRECTOR

Every resolution of a general meeting for the election of a director shall relate to one named person and a single resolution for the election of two or more persons shall be void, unless a resolution that it shall be so proposed has been first agreed to by the meeting without any vote being cast against it.

54. THE BOARD'S POWER TO APPOINT DIRECTORS

The board may appoint any person who is willing to act to be a director, either to fill a vacancy or by way of addition to their number, but so that the total number of directors shall not exceed any maximum number fixed by or in accordance with these articles.

55. RETIREMENT OF DIRECTORS

55.1 At each annual general meeting every director shall retire from office. A retiring director shall be eligible for re-election, and a director who is re-elected will be treated as continuing in office without a break.

55.2 A retiring director who is not re-elected shall retain office until the close of the meeting at which he retires.

55.3 If the Company, at any meeting at which a director retires in accordance with these articles, does not fill the office vacated by such director, the retiring director, if willing to act, shall be deemed to be re-elected, unless at the meeting a resolution is passed not to fill the vacancy or to elect another person in his place or unless the resolution to re-elect him is put to the meeting and lost.

56. REMOVAL OF DIRECTORS

56.1 The Company may by special resolution, or by ordinary resolution of which special notice has been given in accordance with the Statutes, remove any director before his period of office has expired notwithstanding anything in these articles or in any agreement between him and the Company.

56.2 A director may also be removed from office by giving him notice to that effect signed by or on behalf of not less than three quarters of the other directors (or their alternates).

56.3 Any removal of a director under this article shall be without prejudice to any claim which such director may have for damages for breach of any agreement between him and the Company.

57. VACATION OF OFFICE OF DIRECTOR

Without prejudice to the provisions of these articles for retirement or removal, the office of a director shall be vacated if:

(a) he is prohibited by law from being a director; or

(b) he becomes bankrupt or he makes any arrangement or composition with his creditors generally; or

(c) a registered medical practitioner who has examined him gives a written opinion to the Company stating that he has become physically or mentally incapable of acting as a director and may remain so for more than three months and the board resolves that his office be vacated; or

(d) if for more than six months he is absent (whether or not an alternate director attends in his place), without special leave of absence from the board, from board meetings held during that period and the board resolves that his office be vacated; or

(e) he gives to the Company notice of his wish to resign, in which event he shall vacate that office on the receipt of that notice by the Company or at such later time as is specified in the notice.

58. EXECUTIVE DIRECTORS

58.1 The board may appoint one or more directors to hold any executive office under the Company (including that of chairman, chief executive or managing director) for such period (subject to the Statutes) and on such terms as it may decide and may revoke or terminate any appointment so made without prejudice to any claim for damages for breach of any contract of service between the director and the Company.

58.2 The remuneration of a director appointed to any executive office shall be fixed by the board and may be by way of salary, commission, participation in profits or otherwise and either in addition to or inclusive of his remuneration as a director.

ALTERNATE DIRECTORS

59. POWER TO APPOINT ALTERNATE DIRECTORS

59.1 Each director may appoint another director or any other person who is willing to act as his alternate and may remove him from that office. The appointment as an alternate director of any person who is not himself a director shall be subject to the approval of a majority of the directors or a resolution of the board.

59.2 An alternate director shall be entitled to receive notice of all board meetings and of all meetings of committees of which the director appointing him is a member, to attend and vote at any such meeting at which the director appointing him is not personally present and at the meeting to exercise and discharge all the functions, powers and duties of his appointor as a director and for the purposes of the proceedings at the meeting these articles shall apply as if he were a director.

59.3 Every person acting as an alternate director shall (except as regards the power to appoint an alternate and remuneration) be subject in all respects to these articles relating to directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of the director appointing him. An alternate director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any fee in his capacity as an alternate director.

59.4 Every person acting as an alternate director shall have one vote for each director for whom he acts as alternate, in addition to his own vote if he is also a director, but he shall count as only one for the purpose of determining whether a quorum is present.

59.5 Any person appointed as an alternate director shall vacate his office as alternate director if the director by whom he has been appointed vacates his office as director (otherwise than by retirement at a general meeting of the Company at which he is re-appointed) or removes him by notice to the Company or on the happening of any event which, if he is or were a director, causes or would cause him to vacate that office.

59.6 Every appointment or removal of an alternate director shall be made by notice and shall be effective (subject to paragraph 59.1 above) on receipt by the secretary of the notice.

REMUNERATION, EXPENSES, PENSIONS AND OTHER BENEFITS

60. DIRECTORS' FEES

The directors shall be paid such fees not exceeding in aggregate £1,055,000 per annum (or such larger sum as the Company may, by ordinary resolution, determine) as the board may decide, to be divided among them in such proportion and manner as they may agree or, failing agreement, equally. Any fee payable under this article shall be distinct from any remuneration or other amounts payable to a director under other provisions of these articles and shall accrue from day to day.

61. SPECIAL REMUNERATION

61.1 The board may grant special remuneration to any director who performs any special or extra services to or at the request of the Company.

61.2 Such special remuneration may be paid by way of lump sum, salary, commission, participation in profits or otherwise as the board may decide in addition to any remuneration payable under or pursuant to any other of these articles.

62. EXPENSES

A director shall be paid out of the funds of the Company all travelling, hotel and other expenses properly incurred by him in and about the discharge of his duties, including his expenses of travelling to and from board meetings, committee meetings and general meetings. Subject to any guidelines and procedures established from time to time by the board, a director may also be paid out of the funds of the Company all expenses incurred by him in obtaining professional advice in connection with the affairs of the Company or the discharge of his duties as a director.

63. PENSIONS AND OTHER BENEFITS

The board may exercise all the powers of the Company to:

(a) pay, provide, arrange or procure the grant of pensions or other retirement benefits, death, disability or sickness benefits, health, accident and other insurances or other such benefits, allowances, gratuities or insurances, including in relation to the termination of employment, to or for the benefit of any person who is or has been at any time a director of the Company or in the employment or service of the Company or of any body corporate which is or was associated with the Company or of the predecessors in business of the Company or any such associated body corporate, or the relatives or dependants of any such person. For that purpose the board may procure the establishment and maintenance of, or participation in, or contribution to, any pension fund, scheme or arrangement and the payment of any insurance premiums;

(b) establish, maintain, adopt and enable participation in any profit sharing or incentive scheme including shares, share options or cash or any similar schemes for the benefit of any director or employee of the Company or of any associated body corporate, and to lend money to any such director or employee or to trustees on their behalf to enable any such schemes to be established, maintained or adopted; and

(c) support and subscribe to any institution or association which may be for the benefit of the Company or of any associated body corporate or any directors or employees of the Company or associated body corporate or their relatives or dependants or connected with any town or place where the Company or an associated body corporate carries on business, and to support and subscribe to any charitable or public object whatsoever.

POWERS OF THE BOARD

64. GENERAL POWERS OF THE BOARD TO MANAGE THE COMPANY'S BUSINESS

64.1 The business of the Company shall be managed by the board which may exercise all the powers of the Company, subject to the Statutes, these articles and any special resolution of the Company. No special resolution or alteration of these articles shall invalidate any prior act of the board which would have been valid if the resolution had not been passed or the alteration had not been made.

64.2 The powers given by this article shall not be limited by any special authority or power given to the board by any other article or any resolution of the Company.

65. POWER TO ACT NOTWITHSTANDING VACANCY

The continuing directors or the sole continuing director at any time may act notwithstanding any vacancy in their number, but, if the number of directors is less than the number of directors fixed as a quorum for board meetings, they or he may act for the purpose of filling up vacancies or calling a general meeting of the Company, but not for any other purpose. If no director is able or willing to act, then any two members may summon a general meeting for the purpose of appointing directors.

66. PROVISIONS FOR EMPLOYEES

The board may exercise any of the powers conferred by the Statutes to make provision for the benefit of any persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any of its subsidiaries.

67. POWER TO BORROW MONEY

The board may exercise all the powers of the Company to borrow money, to guarantee, to indemnify, to mortgage or charge all or any part of its undertaking, property, assets (present and future) and uncalled capital, and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party. There is no requirement on the directors to restrict the borrowing of the Company or any of its subsidiary undertakings.

68. POWER TO CHANGE THE NAME OF THE COMPANY

The board may change the name of the Company.

DELEGATION OF BOARD'S POWERS

69. DELEGATION TO INDIVIDUAL DIRECTORS

The board may entrust to and confer upon any director any of its powers, authorities and discretions (with power to sub-delegate) on such terms and conditions as it thinks fit and may revoke or vary all or any of them, but no person dealing in good faith shall be affected by any revocation or variation.

70. COMMITTEES

70.1 The board may delegate any of its powers, authorities and discretions (with power to subdelegate) to any committee consisting of such person or persons (whether directors or not) as it thinks fit, provided that the majority of the members of the committee are directors and that no meeting of the committee shall be quorate for the purpose of exercising any of its powers, authorities or discretions unless a majority of those present are directors. The board may make any such delegation on such terms and conditions as it thinks fit and may revoke or vary any such delegation and discharge any committee wholly or in part, but no person dealing in good faith shall be affected by any revocation or variation. Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations that may be imposed on it by the board.

70.2 The proceedings of a committee with two or more members shall be governed by any regulations imposed on it by the board and (subject to such regulations) by these articles regulating the proceedings of the board so far as they are capable of applying.

71. LOCAL BOARDS

71.1 The board may establish any local or divisional board or agency for managing any of the affairs of the Company whether in the United Kingdom or elsewhere and may appoint any persons to be members of a local or divisional board, or to be managers or agents, and may fix their remuneration.

71.2 The board may delegate to any local or divisional board, manager or agent any of its powers, authorities and discretions (with power to sub-delegate) and may authorise the members of any local or divisional board or any of them to fill any vacancies and to act notwithstanding vacancies.

71.3 Any appointment or delegation under this article may be made on such terms and subject to such conditions as the board thinks fit and the board may remove any person so appointed, and may revoke or vary any delegation, but no person dealing in good faith shall be affected by the revocation or variation.

72. POWERS OF ATTORNEY

The board may by power of attorney or otherwise appoint any person to be the agent of the Company on such terms (including terms as to remuneration) as it may decide and may delegate to any person so appointed any of its powers, authorities and discretions (with power to sub-delegate). The board may remove any person appointed under this article and may revoke or vary the delegation, but no person dealing in good faith shall be affected by the revocation or variation.

DIRECTORS' INTERESTS

73. DIRECTORS' INTERESTS OTHER THAN IN RELATION TO TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

73.1 If a situation (a "**Relevant Situation**") arises in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it but excluding any situation which cannot reasonably be regarded as likely to give rise to a conflict of interest) the following provisions shall apply if the conflict of interest does not arise in relation to a transaction or arrangement with the Company:

(a) if the Relevant Situation arises from the appointment or proposed appointment of a person as a director of the Company, the directors (other than the director, and any other director with a similar interest, who shall not be counted in the quorum at the meeting and shall not vote on the resolution) may resolve to authorise the appointment of the director and the Relevant Situation on such terms as they may determine;

(b) if the Relevant Situation arises in circumstances other than in paragraph 73.1(a) above, the directors (other than the director and any other director with a similar interest who shall not be counted in the quorum at the meeting and shall not vote on the resolution) may resolve to authorise the Relevant Situation and the continuing performance by the director of his duties on such terms as they may determine.

73.2 Any reference in paragraph 73.1 above to a conflict of interest includes a conflict of interest and duty and a conflict of duties.

73.3 Any terms determined by directors under paragraph 73.1(a) or 73.1(b) above may be imposed at the time of the authorisation or may be imposed or varied subsequently and may include (without limitation):

(a) whether the interested directors may vote (or be counted in the quorum at a meeting) in relation to any resolution relating to the Relevant Situation;

(b) the exclusion of the interested directors from all information and discussion by the Company of the Relevant Situation; and

(c) (without prejudice to the general obligations of confidentiality) the application to the interested directors of a strict duty of confidentiality to the Company for any confidential information of the Company in relation to the Relevant Situation.

73.4 An interested director must act in accordance with any terms determined by the directors under paragraph 73.1(a) or 73.1(b) above.

73.5 Except as specified in paragraph 73.1 above, any proposal made to the directors and any authorisation by the directors in relation to a Relevant Situation shall be dealt with in the same way as any other matter may be proposed to and resolved upon by the directors in accordance with the provisions of these articles.

73.6 Any authorisation of a Relevant Situation given by the directors under paragraph 73.1 above may provide that, where the interested director obtains (other than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence.

74. DECLARATION OF INTERESTS OTHER THAN IN RELATION TO TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

A director shall declare the nature and extent of his interest in a Relevant Situation within article 73.1(a) or 73.1(b) to the other directors.

75. DECLARATION OF INTERESTS IN A PROPOSED TRANSACTION OR ARRANGEMENT WITH THE COMPANY

If a director is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company, he must declare the nature and extent of that interest to the other directors.

76. DECLARATION OF INTEREST IN AN EXISTING TRANSACTION OR ARRANGEMENT WITH THE COMPANY

Where a director is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company, he must declare the nature and extent of his interest to the other directors, unless the interest has already been declared under article 75 above.

77. PROVISIONS APPLICABLE TO DECLARATIONS OF INTEREST

77.1 The declaration of interest must (in the case of article 76) and may, but need not (in the case of article 74 or 75) be made:

(a) at a meeting of the directors; or

(b) by notice to the directors in accordance with:

(i) section 184 of the Companies Act (notice in writing); or

(ii) section 185 of the Companies Act (general notice).

77.2 If a declaration of interest proves to be, or becomes, inaccurate or incomplete, a further declaration must be made.

77.3 Any declaration of interest required by article 74 above must be made as soon as is reasonably practicable. Failure to comply with this requirement does not affect the underlying duty to make the declaration of interest.

77.4 Any declaration of interest required by article 75 above must be made before the Company enters into the transaction or arrangement.

77.5 Any declaration of interest required by article 76 above must be made as soon as is reasonably practicable. Failure to comply with this requirement does not affect the underlying duty to make the declaration of interest.

77.6 A declaration in relation to an interest of which the director is not aware, or where the director is not aware of the transaction or arrangement in question, is not required. For this purpose, a director is treated as being aware of matters of which he ought reasonably to be aware.

77.7 A director need not declare an interest:

(a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;

(b) if, or to the extent that, the other directors are already aware of it (and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware); or

(c) if, or to the extent that, it concerns terms of his service contract that have been or are to be considered:

(i) by a meeting of the directors; or

(ii) by a committee of the directors appointed for the purpose under the articles.

78. DIRECTORS' INTERESTS AND VOTING

78.1 Subject to the Statutes and to declaring his interest in accordance with article 74, 75 or 76, a director may:

(a) enter into or be interested in any transaction or arrangement with the Company, either with regard to his tenure of any office or position in the management, administration or conduct of the business of the Company or as vendor, purchaser or otherwise;

(b) hold any other office or place of profit with the Company (except that of auditor) in conjunction with his office of director for such period (subject to the Statutes) and upon such terms as the board may decide and be paid such extra remuneration for so doing (whether by way of salary, commission, participation in profits or otherwise) as the board may decide, either in addition to or in lieu of any remuneration under any other provision of these articles;

(c) act by himself or his firm in a professional capacity for the Company (except as auditor) and be entitled to remuneration for professional services as if he were not a director;

(d) be or become a member or director of, or hold any other office or place of profit under, or otherwise be interested in, any holding company or subsidiary undertaking of that holding company or any other company in which the Company may be interested. The board may cause the voting rights conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of that other company to be exercised in such manner in all respects as it thinks fit (including the exercise of voting rights in favour of any resolution appointing the directors or any of them as directors or officers of the other company or voting or providing for the payment of any benefit to the directors or officers of the other company); and

(e) be or become a director of any other company in which the Company does not have an interest if that cannot reasonably be regarded as likely to give rise to a conflict of interest at the time of his appointment as a director of that other company.

78.2 A director shall not, by reason of his holding office as director (or of the fiduciary relationship established by holding that office), be liable to account to the Company for any remuneration, profit or other benefit resulting from:

(a) any Relevant Situation authorised under article 73.1; or

(b) any interest permitted under paragraph 78.1 above,

and no contract shall be liable to be avoided on the grounds of any director having any type of interest authorised under article 73.1 or permitted under paragraph 78.1 above.

78.3 A director shall not vote (or be counted in the quorum at a meeting) in respect of any resolution concerning his own appointment (including fixing or varying its terms), or the termination of his own appointment, as the holder of any office or place of profit with the Company or any other company in which the Company is interested but, where proposals are under consideration concerning the appointment (including fixing or varying its terms), or the termination of the appointment, of two or more directors to offices or places of profit with the Company or any other company in which the Company is interested, those proposals may be divided and a separate resolution may be put in relation to each director and in that case each of the directors concerned (if not otherwise debarred from voting under this article) shall be entitled to vote (and be counted in the quorum) in respect of each resolution unless it concerns his own appointment or the termination of his own appointment.

78.4 A director shall also not vote (or be counted in the quorum at a meeting) in relation to any resolution relating to any transaction or arrangement with the Company in which he has an interest which may reasonably be regarded as likely to give rise to a conflict of interest and, if he purports to do so, his vote shall not be counted, but this prohibition shall not apply and a director may vote (and be counted in the quorum) in respect of any resolution concerning any one or more of the following matters:

(a) any transaction or arrangement in which he is interested by virtue of an interest in shares, debentures or other securities of the Company or otherwise in or through the Company;

(b) the giving of any guarantee, security or indemnity in respect of:

(i) money lent or obligations incurred by him or by any other person at the request of, or for the benefit of, the Company or any of its subsidiary undertakings; or

(ii) a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part (either alone or jointly with others) under a guarantee or indemnity or by the giving of security;

(c) indemnification (including loans made in connection with it) by the Company in relation to the performance of his duties on behalf of the Company or of any of its subsidiary undertakings;

(d) any issue or offer of shares, debentures or other securities of the Company or any of its subsidiary undertakings in respect of which he is or may be entitled to participate in his capacity as a holder of any such securities or as an underwriter or sub-underwriter;

(e) any transaction or arrangement concerning any other company in which he does not hold, directly or indirectly as shareholder, or through his direct or indirect holdings of financial instruments (within the meaning of Chapter 5 of the Disclosure Guidance and Transparency Rules) voting rights representing 1% or more of any class of shares in the capital of that company;

(f) any arrangement for the benefit of employees of the Company or any of its subsidiary undertakings which does not accord to him any privilege or benefit not generally accorded to the employees to whom the arrangement relates; and

(g) the purchase or maintenance of insurance for the benefit of directors or for the benefit of persons including directors.

78.5 In the case of an alternate director, an interest of his appointor shall be treated as an interest of the alternate in addition to any interest which the alternate otherwise has.

78.6 If any question arises at any meeting as to whether an interest of a director (other than the chairman of the meeting) may reasonably be regarded as likely to give rise to a conflict of interest or as to the entitlement of any director (other than the chairman of the meeting) to vote in relation to a transaction or arrangement with the Company and the question is not resolved by his voluntarily agreeing to abstain from voting, the question shall be referred to the chairman of the meeting and his ruling in relation to the director concerned shall be final and conclusive except in a case where the nature or extent of the interest of the director concerned, so far as known to him, has not been fairly disclosed. If any question shall arise in respect of the chairman of the meeting and is not resolved by his voluntarily agreeing to abstain from voting, the question shall be decided by a resolution of the board (for which purpose the chairman shall be counted in the quorum but shall not vote on the matter) and the resolution shall be final and conclusive except in a case where the nature or extent of the interest of the chairman of the meeting, so far as known to him, has not been fairly disclosed.

78.7 Subject to the Statutes, the Company may by ordinary resolution suspend or relax the provisions of this article to any extent or ratify any transaction or arrangement not duly authorised by reason of a contravention of this article.

PROCEEDINGS OF THE BOARD

79. BOARD MEETINGS

The board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A director at any time may, and the secretary at the request of a director at any time shall, summon a board meeting.

80. NOTICE OF BOARD MEETINGS

Notice of a board meeting may be given to a director personally or by word of mouth or given in hard copy form or in electronic form to him at such address as he may from time to time specify for this purpose (or if he does not specify an address, at his last known address). A director may waive notice of any meeting either prospectively or retrospectively. A director will be treated as having waived his entitlement to notice unless he has supplied the Company with the information necessary to ensure that he receives notice of a meeting before it takes place.

81. QUORUM

The quorum necessary for the transaction of the business of the board may be fixed by the board and, unless so fixed at any other number, shall be two. Subject to these articles, any director who ceases to be a director at a board meeting may continue to be present and to act as a director and be counted in the quorum until the end of the board meeting if no other director objects and if otherwise a quorum of directors would not be present.

82. CHAIRMAN OR DEPUTY CHAIRMAN TO PRESIDE

82.1 The board may appoint a chairman and one or more deputy chairman or chairmen and may at any time revoke any such appointment.

82.2 The chairman, or failing him any deputy chairman (the longest in office taking precedence, if more than one is present), shall, if present and willing, preside at all board meetings but, if no chairman or deputy chairman has been appointed, or if he is not present within five minutes after the time fixed for holding the meeting or is unwilling to act as chairman of the meeting, the directors present shall choose one of their number to act as chairman of the meeting.

83. COMPETENCE OF BOARD MEETINGS

A board meeting at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the board.

84. VOTING

Questions arising at any board meeting shall be determined by a majority of votes. In the case of an equality of votes the chairman of the meeting shall have a second or casting vote.

85. TELEPHONE/ELECTRONIC BOARD MEETINGS

85.1 A board meeting may consist of a conference between directors some or all of whom are in different places provided that each director may participate in the business of the meeting whether directly, by telephone or by any other means (whether electronically or otherwise) which enables him:

(a) to hear (or otherwise receive real time communications made by) each of the other participating directors addressing the meeting; and

(b) if he so wishes, to address all of the other participating directors simultaneously (or otherwise communicate in real time with them).

85.2 A quorum is deemed to be present if at least the number of directors required to form a quorum, subject to the provisions of article 65, may participate in the manner specified above in the business of the meeting.

85.3 A board meeting held in this way is deemed to take place at the place where the largest group of participating directors is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.

86. RESOLUTIONS WITHOUT MEETINGS

A resolution which is signed or approved by all the directors entitled to vote on that resolution (and whose vote would have been counted) shall be as valid and effectual as if it had been passed at a board meeting duly called and constituted. The resolution may be contained in one document or communication in electronic form or in several documents or communications in electronic form (in like form), each signed or approved by one or more of the directors concerned. For the purpose of this article:

(a) the signature or approval of an alternate director (if any) shall suffice in place of the signature of the director appointing him; and

(b) the approval of a director or alternate director shall be given in hard copy form or in electronic form.

87. VALIDITY OF ACTS OF DIRECTORS IN SPITE OF FORMAL DEFECT

All acts *bona fide* done by a meeting of the board, or of a committee, or by any person acting as a director or a member of a committee, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the board or committee or of the person so acting, or that they or any of them were disqualified or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and qualified to be a director and had continued to be a director or member of the committee and had been entitled to vote.

88. MINUTES

The board shall cause minutes to be made in books kept for the purpose:

(a) of all appointments of officers made by the board;

(b) of the names of all the directors present at each meeting of the board and of any committee; and

(c) of all resolutions and proceedings of all meetings of the Company and of any class of members, and of the board and of any committee.

SECRETARY

89. SECRETARY

The secretary shall be appointed by the board for such term, at such remuneration and on such conditions as it thinks fit, and the board may remove from office any person so appointed (without prejudice to any claim for damages for breach of any contract between him and the Company).

SHARE CERTIFICATES

90. ISSUE OF SHARE CERTIFICATES

90.1 A person whose name is entered in the register as the holder of any certificated shares shall be entitled (unless the conditions of issue otherwise provide) to receive one certificate for those shares, or one certificate for each class of those shares and, if he transfers part of the shares represented by a certificate in his name, or elects to hold part in uncertificated form, to receive a new certificate for the balance of those shares.

90.2 In the case of joint holders, the Company shall not be bound to issue more than one certificate for all the shares in any particular class registered in their joint names, and delivery of a certificate for a share to any one of the joint holders shall be sufficient delivery to all.

90.3 A share certificate shall be issued under seal or signed by at least one director and the secretary or by at least two directors (which may include any signature being applied mechanically or electronically) or by any one director in the presence of a witness who attests the signature, or made effective in such other way as the directors decide. A share certificate shall specify the number and class of the shares to which it relates and the amount or respective amounts paid up on the shares. Any certificate so issued shall, as against the Company, be *prima facie* evidence of title of the person named in that certificate to the shares comprised in it.

90.4 A share certificate may be given to a member in accordance with the provisions of these articles on notices.

91. CHARGES FOR AND REPLACEMENT OF CERTIFICATES

91.1 Except as expressly provided to the contrary in these articles, no fee shall be charged for the issue of a share certificate.

91.2 Any two or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate issued.

91.3 If any member surrenders for cancellation a certificate representing shares held by him and requests the Company to issue two or more certificates representing those shares in such proportions as he may specify, the board may, if it thinks fit, comply with the request on payment of such fee (if any) as the board may decide.

91.4 If a certificate is damaged or defaced or alleged to have been lost, stolen or destroyed, a new certificate representing the same shares may be issued on compliance with such conditions as to evidence, indemnity and security for such indemnity as the board may think fit and on payment of any exceptional expenses of the Company incidental to its investigation of the evidence and preparation of the indemnity and security and, if damaged or defaced, on delivery up of the old certificate.

91.5 In the case of joint holders of a share a request for a new certificate under any of the preceding paragraphs of this article may be made by any one of the joint holders unless the certificate is alleged to have been lost, stolen or destroyed.

LIEN ON SHARES

92. LIEN ON PARTLY PAID SHARES

92.1 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all amounts payable (whether or not due) in respect of that share. The lien shall extend to every amount payable in respect of that share.

92.2 The board may at any time either generally or in any particular case declare any share to be wholly or partly exempt from this article. Unless otherwise agreed, the registration of a transfer of a share shall operate as a waiver of the Company's lien (if any) on that share.

93. ENFORCEMENT OF LIEN

93.1 The Company may sell any share subject to a lien in such manner as the board may decide if an amount payable on the share is due and is not paid within 14 clear days after a notice has been given to the holder or any person entitled by transmission to the share demanding payment of that amount and giving notice of intention to sell in default.

93.2 To give effect to any sale under this article, the board may authorise some person to transfer the share sold to, or as directed by, the purchaser. The purchaser shall not be bound to see to the application of the purchase money nor shall the title of the new holder to the share be affected by any irregularity in or invalidity of the proceedings relating to the sale.

93.3 The net proceeds of the sale, after payment of the costs of such sale, shall be applied in or towards satisfaction of the amount due and any residue shall (subject to a like lien for any amounts not presently due as existed on the share before the sale), on surrender, in the case of shares held in certificated form, of the certificate for the shares sold, be paid to the holder or person entitled by transmission to the share immediately before the sale.

CALLS ON SHARES

94. CALLS

94.1 Subject to the terms of allotment, the board may make calls on the members in respect of any moneys unpaid on their shares (whether in respect of nominal amount or premium) and each member shall (subject to his receiving at least 14 clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be revoked or postponed as the board may decide.

94.2 Any call may be made payable in one sum or by instalments and shall be deemed to be made at the time when the resolution of the board authorising that call is passed.

94.3 A person on whom a call is made shall remain liable for it notwithstanding the subsequent transfer of the share in respect of which the call is made.

94.4 The joint holders of a share shall be jointly and severally liable for the payment of all calls in respect of that share.

95. INTEREST ON CALLS

If a call is not paid before or on the due date for payment, the person from whom it is due shall pay interest on the amount unpaid, from the due date for payment to the date of actual payment, at such rate as the board may decide, but the board may waive payment of the interest, wholly or in part.

96. SUMS TREATED AS CALLS

A sum which by the terms of allotment of a share is payable on allotment, or at a fixed time, or by instalments at fixed times, shall for all purposes of these articles be deemed to be a call duly made and payable on the date or dates fixed for payment and, in case of non-payment, these articles shall apply as if that sum had become payable by virtue of a call.

97. POWER TO DIFFERENTIATE

On any allotment of shares the board may make arrangements for a difference between the allottees or holders of the shares in the amounts and times of payment of calls on their shares.

98. PAYMENT OF CALLS IN ADVANCE

The board may, if it thinks fit, receive all or any part of the moneys payable on a share beyond the sum actually called up on it if the holder is willing to make payment in advance and, on any moneys so paid in advance, may (until they would otherwise be due) pay interest at such rate as may be agreed between the board and the member paying the sum in advance.

FORFEITURE OF SHARES

99. NOTICE OF UNPAID CALLS

99.1 If the whole or any part of any call or instalment remains unpaid on any share after the due date for payment, the board may give a notice to the holder requiring him to pay so much of the call or instalment as remains unpaid, together with any accrued interest.

99.2 The notice shall state a further day, being not less than 14 clear days from the date of the notice, on or before which, and the place where, payment is to be made and shall state that, in the event of non-payment on or before the day and at the place appointed, the share in respect of which the call was made or instalment is payable will be liable to be forfeited.

99.3 The board may accept a surrender of any share liable to be forfeited.

100. FORFEITURE ON NON-COMPLIANCE WITH NOTICE

100.1 If the requirements of a notice given under the preceding article are not complied with, any share in respect of which it was given may (before the payment required by the notice is made) be forfeited by a resolution of the board. The forfeiture shall include all dividends declared and other moneys payable in respect of the forfeited share and not actually paid before the forfeiture.

100.2 If a share is forfeited, notice of the forfeiture shall be given to the person who was the holder of the share or (as the case may be) the person entitled to the share by transmission, and an entry that notice of the forfeiture has been given, with the relevant date, shall be made in the register, but no forfeiture shall be invalidated by any omission to give such notice or to make such entry.

101. POWER TO ANNUL FORFEITURE OR SURRENDER

The board may, at any time before the forfeited or surrendered share has been sold, re-allotted or otherwise disposed of, annul the forfeiture or surrender upon payment of all calls and interest due on or incurred in respect of the share and on such further conditions (if any) as it thinks fit.

102. DISPOSAL OF FORFEITED OR SURRENDERED SHARES

102.1 Every share which is forfeited or surrendered shall become the property of the Company and (subject to the Statutes) may be sold, re-allotted or otherwise disposed of, upon such terms and in such manner as the board shall decide either to the person who was before the forfeiture the holder of the share or to any other person and whether with or without all or any part of the amount previously paid up on the share being credited as so paid up. The board may for the purposes of a disposal authorise some person to transfer the forfeited or surrendered share to, or in accordance with the directions of, any person to whom the same has been disposed of.

102.2 A statutory declaration by a director or the secretary that a share has been forfeited or surrendered on a specified date shall, as against all persons claiming to be entitled to the share, be conclusive evidence of the facts stated in it and shall (subject to the execution of any necessary transfer) constitute a good title to the share. The person to whom the share has been disposed of shall not be bound to see to the application of the consideration for the disposal (if any) nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings connected with the forfeiture, surrender, sale, re-allotment or disposal of the share.

103. ARREARS TO BE PAID NOTWITHSTANDING FORFEITURE OR SURRENDER

A person any of whose shares have been forfeited or surrendered shall cease to be a member in respect of the forfeited or surrendered share and shall, in the case of shares held in certificated form, surrender to the Company for cancellation any certificate for the share forfeited or surrendered, but shall remain liable (unless payment is waived in whole or in part by the board) to pay to the Company all moneys payable by him on or in respect of that share at the time of forfeiture or surrender, together with interest from the time of forfeiture or surrender until payment at such rate as the board shall decide, in the same manner as if the share had not been forfeited or surrendered. He shall also be liable to satisfy all the claims and demands (if any) which the Company might have enforced in respect of the share at the time of forfeiture or surrender. No deduction or allowance shall be made for the value of the share at the time of forfeiture or surrender or for any consideration received on its disposal.

SEAL

104. SEAL

104.1 The Company may exercise the powers conferred by the Statutes with regard to having official seals and those powers shall be vested in the board.

104.2 The board shall provide for the safe custody of every seal of the Company.

104.3 A seal shall be used only by the authority of the board or a duly authorised committee but that authority may consist of an instruction or approval given in hard copy form or in electronic form by a majority of the directors or of the members of a duly authorised committee.

104.4 The board may determine who shall sign any instrument to which a seal is applied, either generally or in relation to a particular instrument or type of instrument, and may also determine, either generally or in any particular case, that such signatures shall be dispensed with or affixed by some mechanical means.

104.5 Unless otherwise decided by the board:

(a) certificates for shares, debentures or other securities of the Company issued under seal need not be signed; and

(b) every other instrument to which a seal is applied shall be signed by at least one director and the secretary or by at least two directors or by one director in the presence of a witness who attests the signature.

DIVIDENDS

105. DECLARATION OF DIVIDENDS BY THE COMPANY

The Company may, by ordinary resolution, declare a dividend to be paid to the members, according to their respective rights and interests in the profits, and may fix the time for payment of such dividend, but no dividend shall exceed the amount recommended by the board.

106. FIXED AND INTERIM DIVIDENDS

The board may pay such interim dividends as appear to the board to be justified by the financial position of the Company and may also pay any dividend payable at a fixed rate at intervals settled by the board whenever the financial position of the Company, in the opinion of the board, justifies its payment. If the board acts in good faith, none of the directors shall incur any liability to the holders of shares conferring preferred rights for any loss such holders may suffer in consequence of the payment of an interim dividend on any shares having nonpreferred or deferred rights.

107. CALCULATION AND CURRENCY OF DIVIDENDS

107.1 Except insofar as the rights attaching to, or the terms of issue of, any share otherwise provide:

(a) all dividends shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this article as paid up on the share;

(b) all dividends shall be apportioned and paid *pro rata* according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; and

(c) dividends may be declared or paid in any currency.

107.2 The board may agree with any member that dividends which may at any time or from time to time be declared or become due on his shares in one currency shall be paid or satisfied in another, and may agree the basis of conversion to be applied and how and when the amount to be paid in the other currency shall be calculated and paid and for the Company or any other person to bear any costs involved.

108. METHOD OF PAYMENT

108.1 The Company may pay any dividend or other sum payable in respect of a share:

(a) by cheque or dividend warrant payable to the holder (or, in the case of joint holders, the holder whose name stands first in the register in respect of the relevant share) or to such other person as the holder (or, in the case of joint holders, all the joint holders) may notify to the Company for the purpose; or

(b) by a bank or other funds transfer system or by such other electronic means (including, in the case of an uncertificated share, a relevant system) to such account as the holder (or, in the case of joint holders, all the joint holders) may notify to the Company for the purpose; or

(c) in such other way as may be agreed between the Company and the holder (or, in the case of joint holders, all such holders).

108.2 Any such cheque or dividend warrant may be sent by post to the registered address of the holder (or, in the case of joint holders, to the registered address of that person whose name stands first in the register in respect of the relevant share) or to such other address as the holder (or, in the case of joint holders, all the joint holders) may notify to the Company for the purpose.

108.3 Every cheque or warrant is sent, and payment in any other way is made, at the risk of the person or persons entitled to it and the Company will not be responsible for any sum lost or delayed when it has sent or transmitted the sum in accordance with these articles. Clearance of a cheque or warrant or transmission of funds through a bank or other funds transfer system or by such other electronic means as is permitted by these articles shall be a good discharge to the Company.

108.4 Any joint holder or other person jointly entitled to any share may give an effective receipt for any dividend or other sum paid in respect of the share.

108.5 Any dividend or other sum payable in respect of any share may be paid to a person or persons entitled by transmission to that share as if he or they were the holder or joint holders of that share and his address (or the address of the first named of two or more persons jointly entitled) noted in the register were the registered address.

109. DIVIDENDS NOT TO BEAR INTEREST

No dividend or other moneys payable by the Company on or in respect of any share shall bear interest as against the Company unless otherwise provided by the rights attached to the share.

110. CALLS OR DEBTS MAY BE DEDUCTED FROM DIVIDENDS

The board may deduct from any dividend or other moneys payable to any person (either alone or jointly with another) on or in respect of a share all such sums as may be due from him (either alone or jointly with another) to the Company on account of calls or otherwise in relation to shares of the Company.

111. UNCLAIMED DIVIDENDS ETC.

All unclaimed dividends, interest or other sums payable may be invested or otherwise made use of by the board for the benefit of the Company until claimed. All dividends unclaimed for a period of 12 years after having been declared shall be forfeited and cease to remain owing by the Company. The payment of any unclaimed dividend, interest or other sum payable by the Company on or in respect of any share into a separate account shall not constitute the Company a trustee in respect of it.

112. UNCASHED DIVIDENDS

If:

(a) a payment for a dividend or other sum payable in respect of a share sent by the Company to the person entitled to it in accordance with these articles is left uncashed or is returned to the Company and, after reasonable enquiries, the Company is unable to establish any new address or, with respect to a payment to be made by a funds transfer system, a new account, for that person; or

(b) such a payment is left uncashed or returned to the Company on two consecutive occasions,

the Company shall not be obliged to send any dividends or other sums payable in respect of that share to that person until he notifies the Company of an address or, where the payment is to be made by a funds transfer system, details of the account, to be used for the purpose.

113. DIVIDENDS *IN SPECIE*

113.1 With the authority of an ordinary resolution of the Company and on the recommendation of the board, payment of any dividend may be satisfied wholly or in part by the distribution of specific assets and in particular of paid up shares or debentures of any other company.

113.2 Where any difficulty arises with the distribution, the board may settle the difficulty as it thinks fit and, in particular, may issue fractional certificates (or ignore fractions), fix the value for distribution of the specific assets or any part of them, determine that cash payments be made to any members on the basis of the value so fixed in order to secure equality of distribution and vest any of the specific assets in trustees on such trusts for the persons entitled to the dividend as the board may think fit.

114. SCRIP DIVIDENDS

114.1 The board may, with the authority of an ordinary resolution of the Company, offer any holders of shares the right to elect to receive further shares, credited as fully paid, instead of cash in respect of all (or some part) of any dividend specified by the ordinary resolution (a scrip dividend) in accordance with the following provisions of this article.

114.2 The ordinary resolution may specify a particular dividend (whether or not already declared) or may specify all or any dividends declared within a specified period, but such period may not end later than five years after the date of the meeting at which the ordinary resolution is passed.

114.3 The basis of allotment shall be decided by the board so that, as nearly as may be considered convenient, the value of the further shares, including any fractional entitlement, is equal to the amount of the cash dividend which would otherwise have been paid (disregarding the amount of any associated tax credit).

114.4 For the purposes of paragraph 114.3 above the value of the further shares shall be:

(a) equal to the average middle-market quotation for a fully paid share of the relevant class, as shown in the London Stock Exchange Daily Official List for the day on which such shares are first quoted “ex” the relevant dividend and the four subsequent dealing days; or

(b) calculated in such manner as may be determined by or in accordance with the ordinary resolution.

114.5 The board shall give notice to the holders of shares of their rights of election in respect of the scrip dividend and shall specify the procedure to be followed in order to make an election.

114.6 The dividend or that part of it in respect of which an election for the scrip dividend is made shall not be paid and instead further shares shall be allotted in accordance with elections duly made and the board shall capitalise a sum equal to the aggregate nominal amount of the shares to be allotted out of such sums available for the purpose as the board may consider appropriate.

114.7 The further shares so allotted shall rank *pari passu* in all respects with the fully paid shares then in issue except as regards participation in the relevant dividend.

114.8 The board may decide that the right to elect for any scrip dividend shall not be made available to members resident in any territory where, in the opinion of the board, compliance with local laws or regulations would be unduly onerous.

114.9 The board may do all acts and things as it considers necessary or expedient to give effect to the provisions of a scrip dividend election and the issue of any shares in accordance with the provisions of this article, and may make such provisions as it thinks fit for the case of shares becoming distributable in fractions (including provisions under which, in whole or in part, the benefit of fractional entitlements accrues to the Company rather than to the members concerned). To the extent that the entitlement of any holder of shares in respect of any dividend is less than the value of one new share (as determined for the basis of any scrip dividend) the board may also from time to time establish or vary a procedure for such entitlement to be accrued and aggregated with any similar entitlement for the purposes of any subsequent scrip dividend.

114.10 The board may from time to time establish or vary a procedure for election mandates, under which a holder of shares may, in respect of any future dividends for which a right of election pursuant to this article is offered, elect to receive shares in lieu of such dividend on the terms of such mandate.

114.11 The board shall not make a scrip dividend available unless the Company has sufficient undistributed profits or reserves to give effect to elections which could be made to receive that scrip dividend.

114.12 The board may decide at any time before the further shares are allotted that such shares shall not be allotted and pay the relevant dividend in cash instead. Such decision may be made before or after any election has been made by holders of shares in respect of the relevant dividend.

CAPITALISATION OF RESERVES

115. CAPITALISATION OF RESERVES

115.1 The board may, with the authority of an ordinary resolution of the Company:

(a) resolve to capitalise any sum standing to the credit of any reserve account of the Company (including share premium account and capital redemption reserve) or any sum standing to the credit of profit and loss account not required for the payment of any preferential dividend (whether or not it is available for distribution); and

(b) appropriate that sum as capital to the holders of shares in proportion to the nominal amount of the share capital held by them respectively and apply that sum on their behalf in paying up in full any shares or debentures of the Company of a nominal amount equal to that sum and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions or in paying up the whole or part of any amounts which are unpaid in respect of any issued shares in the Company held by them respectively, or otherwise deal with such sum as directed by the resolution provided that the share premium account, the capital redemption reserve, any redenomination reserve and any sum not available for distribution in accordance with the Statutes may only be applied in paying up shares to be allotted credited as fully paid up.

115.2 Where any difficulty arises in respect of any distribution of any capitalised reserve or other sum, the board may settle the difficulty as it thinks fit and in particular may make such provisions as it thinks fit in the case of shares or debentures becoming distributable in fractions (including provisions under which, in whole or in part, the benefit of fractional entitlements accrues to the Company rather than the members concerned) or ignore fractions and may fix the value for distribution of any fully paid up shares or debentures and may determine that cash payments be made to any members on the basis of the value so fixed in order to secure equality of distribution, and may vest any shares or debentures in trustees upon such trusts for the persons entitled to share in the distribution as the board may think fit.

115.3 The board may also authorise any person to sign on behalf of the persons entitled to share in the distribution a contract for the acceptance by those persons of the shares or debentures to be allotted to them credited as fully paid under a capitalisation and any such contract shall be binding on all those persons.

116. CAPITALISATION OF RESERVES – EMPLOYEES' SHARE SCHEMES

116.1 This article (which is without prejudice to the generality of the provisions of the immediately preceding article) applies where, pursuant to an employees' share scheme:

(a) a person is granted a right to acquire shares in the Company for no payment or at a price less than their nominal value; or

(b) the terms on which any person is entitled to acquire shares in the Company are adjusted so that the price payable to acquire them is less than their nominal value, and the relevant shares are to be subscribed.

116.2 In any such case the board:

(a) may, without requiring any further authority of the Company in general meeting, at any time transfer to a reserve account a sum (the "**reserve amount**") which is equal to the amount required to pay up the nominal value of the shares in full, after taking into account the amount (if any) payable by the person from the profits or reserves of the Company which are available for distribution and not required for the payment of any preferential dividend; and

(b) (subject to paragraph 116.4 below) will not apply the reserve amount for any purpose other than paying up the nominal value on the allotment of the relevant shares.

116.3 Whenever the Company allots shares to a person pursuant to a right described in article 116.1, the board will (subject to the Statutes) appropriate to capital the amount of the reserve amount necessary to pay up the nominal value shares in full, after taking into account the amount (if any) payable by the person, apply that amount in paying up the nominal value of those shares in full and allot those shares credited as fully paid to the person entitled to them.

116.4 If any person ceases to be entitled to acquire shares as described in article 116.1, the restrictions on the reserve account will cease to apply in relation to the part of that amount (if any) applicable to those shares.

RECORD DATES

117. FIXING OF RECORD DATES

117.1 Notwithstanding any other of these articles, but without prejudice to any rights attached to any shares, the Company or the board may fix a date as the record date by reference to which a dividend will be declared or paid or a distribution, allotment or issue made, and that date may be before, on or after the date on which the dividend, distribution, allotment or issue is declared, paid or made.

117.2 In the absence of a record date being fixed, entitlement to any dividend, distribution, allotment or issue shall be determined by reference to the date on which the dividend is declared or the distribution, allotment or issue is made.

ACCOUNTS

118. ACCOUNTING RECORDS

118.1 The board shall cause accounting records of the Company to be kept in accordance with the Statutes.

118.2 No member (as such) shall have any right of inspecting any account, book or document of the Company, except as conferred by law or authorised by the board or by any ordinary resolution of the Company.

COMMUNICATIONS

119. COMMUNICATIONS TO THE COMPANY

119.1 Subject to the Statutes and except where otherwise expressly stated, any document or information to be sent or supplied to the Company (whether or not such document or information is required or authorised under the Statutes) shall be in hard copy form or, subject to paragraph 119.2 below, be sent or supplied in electronic form or by means of a website.

119.2 Subject to the Statutes, a document or information may be given to the Company in electronic form only if it is given in such form and manner and to such address as may have been specified by the board from time to time for the receipt of documents in electronic form. The board may prescribe such procedures as it thinks fit for verifying the authenticity or integrity of any such document or information given to it in electronic form.

120. COMMUNICATIONS BY THE COMPANY

120.1 A document or information may be sent or supplied in hard copy form by the Company to any member either personally or by sending or supplying it by post addressed to the member at his registered address or by leaving it at that address.

120.2 Subject to the Statutes (and other rules applicable to the Company), a document or information may be sent or supplied by the Company to any member in electronic form to such address as may from time to time be authorised by the member concerned or by making it available on a website and notifying the member concerned in accordance with the Statutes (and other rules applicable to the Company) that it has been made available. A member shall be deemed to have agreed that the Company may send or supply a document or information by means of a website if the conditions set out in the Statutes have been satisfied.

120.3 In the case of joint holders of a share, any document or information sent or supplied by the Company in any manner permitted by these articles to the joint holder who is named first in the register in respect of the joint holding shall be deemed to be given to all other holders of the share.

120.4 A member whose registered address is not within the United Kingdom shall not be entitled to receive any notice from the Company unless he gives the Company a postal address within the United Kingdom at which notices may be given to him.

120.5 If the Company sends more than one notice, document or information to a member on separate occasions during a 12-month period and each of them is returned undelivered then that member will not be entitled to receive notices from the Company until the member has supplied a new postal address or electronic address for service of notices.

121. COMMUNICATION DURING SUSPENSION OR CURTAILMENT OF POSTAL SERVICES

121.1 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom (or some part of the United Kingdom) the Company is unable effectively to give notice of a general meeting to some or all of its members or directors then, subject to complying with paragraph 121.2 below, the Company need only give notice of the meeting to those members or directors to whom the Company is entitled, in accordance with the Statutes, to give notice by electronic means.

121.2 In the circumstances described in paragraph 121.1 above, the Company must:

(a) advertise the general meeting by a notice which appears on its website and in at least one national newspaper complying with the notice period requirements set out in article 28; and

(b) send confirmatory copies of the notice (or, as the case may be, the notification of the website notice) by post to those members and directors to whom notice (or notification) cannot be given by electronic means if at least five days before the meeting the posting of notices (and notifications) to addresses throughout the United Kingdom again becomes practicable.

122. WHEN COMMUNICATION IS DEEMED RECEIVED

122.1 Any document or information, if sent by first class post, shall be deemed to have been received on the day following that on which the envelope containing it is put into the post, or, if sent by second class post, shall be deemed to have been received on the second day following that on which the envelope containing it is put into the post and in proving that a document or information has been received it shall be sufficient to prove that the letter, envelope or wrapper containing the document or information was properly addressed, prepaid and put into the post.

122.2 Any document or information not sent by post but left at a registered address or address at which a document or information may be received shall be deemed to have been received on the day it was so left.

122.3 Any document or information, if sent or supplied by electronic means, shall be deemed to have been received on the day on which the document or information was sent or supplied by or on behalf of the Company.

122.4 If the Company receives a delivery failure notification following a communication by electronic means in accordance with paragraph 122.3 above, the Company shall send or supply the document or information in hard copy or electronic form (but not by electronic means) to the member either personally or by post addressed to the member at his registered address or by leaving it at that address. This shall not affect when the document or information was deemed to be received in accordance with paragraph 122.3 above.

122.5 Where a document or information is sent or supplied by means of a website, it shall be deemed to have been received:

(a) when the material was first made available on the website; or

(b) if later, when the recipient was deemed to have received notice of the fact that the material was available on the website.

122.6 A member present, either in person or by proxy, at any meeting of the Company or class of members of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which the meeting was convened.

122.7 Every person who becomes entitled to a share shall be bound by every notice (other than a notice in accordance with section 793 of the Companies Act) in respect of that share which before his name is entered in the register was given to the person from whom he derives his title to the share.

123. RECORD DATE FOR COMMUNICATIONS

123.1 For the purposes of giving notices of meetings, or of sending or supplying other documents or other information, whether under section 310(1) of the Companies Act, any other Statute, a provision in these articles or any other instrument, the Company may determine that persons entitled to receive such notices, documents or other information are those persons entered on the register at the close of business on a day determined by it.

123.2 The day determined by the Company under paragraph 123.1 above may not be more than 15 days before the day that the notice of the meeting, document or other information is given.

124. COMMUNICATION TO PERSON ENTITLED BY TRANSMISSION

Where a person is entitled by transmission to a share, any notice or other communication shall be given to him, as if he were the holder of that share and his address noted in the register were his registered address. In any other case, any notice or other communication given to any member pursuant to these articles shall, notwithstanding that the member is then dead or bankrupt or that any other event giving rise to the transmission of the share by operation of law has occurred and whether or not the Company has notice of the death, bankruptcy or other event, be deemed to have been properly given in respect of any share registered in the name of that member as sole or joint holder.

UNTRACED MEMBERS

125. SALE OF SHARES OF UNTRACED MEMBERS

125.1 The Company may sell, in such manner as the board may decide and at the best price it considers to be reasonably obtainable at that time, any share of a member, or any share to which a person is entitled by transmission if:

(a) during a period of 12 years at least three cash dividends have become payable in respect of the share to be sold and have been sent by the Company in accordance with these articles;

(b) during that period of 12 years no cash dividend payable in respect of the share has been claimed, no cheque, warrant, order or other payment for a dividend has been cashed, no dividend sent by means of a funds transfer system has been paid and no communication has been received by the Company from the member or the person entitled by transmission to the share;

(c) on or after the expiry of that period of 12 years the Company has published advertisements both in a national newspaper and in a newspaper circulating in the area in which the last known address of the member or person entitled by transmission to the share or the address at which notices may be given in accordance with these articles is located, in each case giving notice of its intention to sell the share; and

(d) during the period of three months following the publication of those advertisements and after that period until the exercise of the power to sell the share, the Company has not received any communication from the member or the person entitled by transmission to the share.

125.2 The Company's power of sale shall extend to any further share which, on or before the date of publication of the first of any advertisement pursuant to paragraph 125.1(c) above, is issued in right of a share to which paragraph 125.1 above applies (or in right of any share to which this paragraph applies) if the conditions set out in paragraphs 125.1(b) to (d) above are satisfied in relation to the further share (but as if the references to a period of 12 years were references to a period beginning on the date of allotment of the further share and ending on the date of publication of the first of the advertisements referred to above).

125.3 To give effect to any sale, the board may authorise some person to transfer the share to, or as directed by, the purchaser, who shall not be bound to see to the application of the purchase money, nor shall the title of the new holder to the share be affected by any irregularity in, or invalidity of, the proceedings relating to the sale.

126. APPLICATION OF PROCEEDS OF SALE

126.1 The Company shall account to the person entitled to the share at the date of sale for a sum equal to the net proceeds of sale and shall be deemed to be his debtor, and not a trustee for him, in respect of them.

126.2 Pending payment of the net proceeds of sale to such person, the proceeds may either be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company, if any) as the board may from time to time decide.

126.3 No interest shall be payable in respect of the net proceeds and the Company shall not be required to account for any moneys earned on the net proceeds.

AUTHENTICATION

127. POWER TO AUTHENTICATE DOCUMENTS

Any director, the secretary or any person appointed by the board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolution passed by the Company or the board or any committee, and any books, records, documents and accounts relating to the business of the Company, and to certify copies or extracts as true copies or extracts. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or the board or any committee which is so certified shall be conclusive evidence in favour of all persons dealing with the Company that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

DESTRUCTION OF DOCUMENTS

128. DESTRUCTION OF DOCUMENTS

128.1 The board may authorise or arrange the destruction of documents held by the Company as follows:

(a) at any time after the expiration of six years from the date of registration, all instruments of transfer of shares and all other documents transferring or purporting to transfer shares or representing or purporting to represent the right to be registered as the holder of shares on the faith of which entries have been made in the register;

(b) at any time after the expiration of one year from the date of cancellation, all registered share certificates which have been cancelled;

(c) at any time after the expiration of two years from the date of recording them, all dividend mandates and notifications of change of address; and

(d) at any time after the expiration of one year from the date of actual payment, all paid dividend warrants and cheques.

128.2 It shall conclusively be presumed in favour of the Company that:

(a) every entry in the register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made;

(b) every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered;

(c) every share certificate so destroyed was a valid certificate duly and properly cancelled;

(d) every other document mentioned in paragraph 128.1 above so destroyed was a valid and effective document in accordance with the particulars of it recorded in the books and records of the Company; and

(e) every paid dividend warrant and cheque so destroyed was duly paid.

128.3 The provisions of paragraph 128.2 above shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties to it) to which the document might be relevant.

128.4 Nothing in this article shall be construed as imposing on the Company or the board any liability in respect of the destruction of any document earlier than as stated in paragraph 128.1 above or in any other circumstances in which liability would not attach to the Company or the board in the absence of this article.

128.5 References in this article to the destruction of any document include references to its disposal in any manner.

WINDING UP

129. POWERS TO DISTRIBUTE *IN SPECIE*

If the Company is in liquidation, the liquidator may, with the authority of a special resolution of the Company and any other authority required by the Statutes:

(a) divide among the members *in specie* the whole or any part of the assets of the Company and, for that purpose, value any assets and determine how the division shall be earned out as between the members or different classes of members; or

(b) vest the whole or any part of the assets in trustees upon such trusts for the benefit of members as the liquidator, with the like sanction, shall think fit but no member shall be compelled to accept any assets upon which there is any liability.

INDEMNITY AND INSURANCE, ETC.

130. DIRECTORS' INDEMNITY, INSURANCE AND DEFENCE

As far as the Statutes allow, the Company may:

(a) indemnify any director of the Company (or of an associated body corporate) against any liability;

(b) indemnify a director of a company that is a trustee of an occupational pension scheme for employees (or former employees) of the Company (or of an associated body corporate) against liability incurred in connection with the company's activities as trustee of the scheme;

(c) purchase and maintain insurance against any liability for any director referred to in paragraph (a) or (b) above; and

(d) provide any director referred to in paragraphs (a) or (b) above with funds (whether by loan or otherwise) to meet expenditure incurred or to be incurred by him in defending any criminal, regulatory or civil proceedings or in connection with an application for relief (or to enable any such director to avoid incurring such expenditure),

the powers given by this article shall not limit any general powers of the Company to grant indemnities, purchase and maintain insurance or provide funds (whether by way of loan or otherwise) to any person in connection with any legal or regulatory proceedings or applications for relief.

U.S. LISTING

131. ARRANGEMENTS IN RESPECT OF THE ADDITIONAL LISTING OF THE COMPANY'S SHARES IN THE UNITED STATES OF AMERICA

131.1 Subject to paragraphs 131.2 and 131.3, on the working day immediately prior to the date on which the US Listing becomes effective (the "**Initial Depositary Transfer Date**") and conditional upon the US Listing becoming effective, the legal title to each share in the Company (other than any share held by any Restricted Shareholder on the Initial Depositary Transfer Date) that was in issue on the Initial Depositary Transfer Date shall be automatically transferred (by first transferring such share to GTU Ops Inc. (as nominee for CTCNA, acting in its capacity as depositary, or to such other depositary nominee as the board may nominate) in the manner set out in paragraph 131.5) (without any further action by the Relevant Member or the Company) to Cede & Co., which will be the registered holder of such share as nominee on behalf of DTC, to be held on behalf of CTCNA (or such other person as the board may nominate) (the "**DI Custodian**"), acting in its capacity as custodian for Computershare Investor Services PLC (or such other person as the board may nominate) (the "**DI Depositary**"), which shall hold its interest in such share on trust as bare trustee under English law for the Relevant Member, against the issue to such Relevant Member of a depositary interest issued by the DI Depositary representing one share in the Company (a "**Depositary Interest**") under the arrangements described in the Circular and the Relevant Member will be bound by the terms and conditions of the DI Deed (as defined in the Circular) made by the DI Depositary concerning the Depositary Interest.

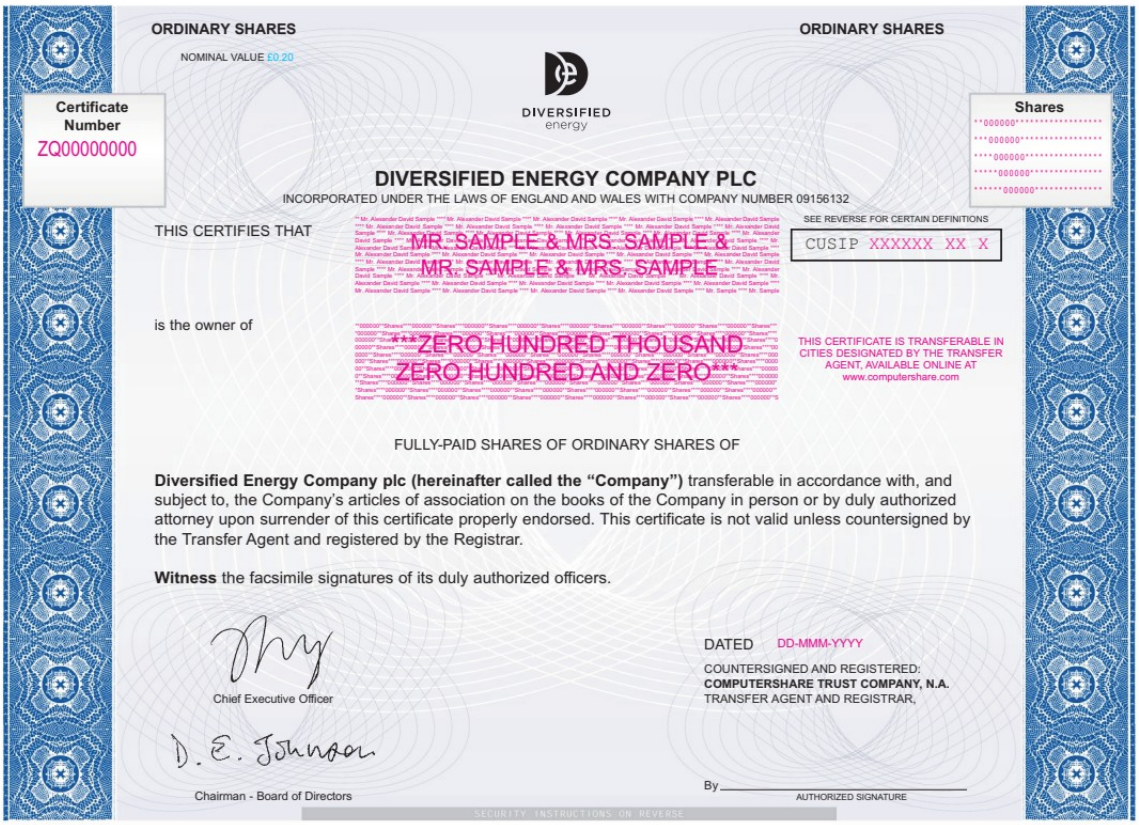
131.2 Paragraph 131.1 will not apply in respect of shares held in certificated form by a Relevant Member on the Initial Depositary Transfer Date. Instead, on the Initial Depositary Transfer Date and conditional upon the effectiveness of the US Listing, all such certificated shares will be automatically transferred (by first transferring such shares to GTU Ops Inc. (as nominee for CTCNA, acting in its capacity as depositary) (and any outstanding share certificate(s) in respect thereof shall be automatically cancelled) (without further action by the Relevant Member or the Company) to Cede & Co., which will be the registered holder of such shares as nominee on behalf of DTC, to be held on behalf of CTCNA (or such other person as the board may nominate nominate, acting in its capacity as exchange agent on behalf of the shareholders who hold their shares in certificated form) (or to such other exchange agent nominee as the board may nominate) in the manner set out in paragraph 131.5), as exchange agent, for such Relevant Member for a period not to exceed 180 calendar days (unless otherwise agreed between the Company and such exchange agent and communicated to the former certificated shareholders) under the custody arrangements described in the Circular.

131.3 Nothing in paragraphs 131.1 or 131.2 shall apply to shares held by Restricted Shareholders on the Initial Depositary Transfer Date, the legal title to which shall, on the Initial Depositary Transfer Date and conditional upon the effectiveness of the US Listing, be automatically transferred (and any outstanding share certificate(s) in respect thereof shall be automatically cancelled) (without any further action by such Restricted Shareholder or the Company) to GTU Ops Inc. (or such other person as the board may nominate) ("**DR Depositary Nominee**") as nominee for CTCNA, in its capacity as the depositary and issuer of depositary receipts (or such other person as the board may nominate), against which CTCNA shall (in its capacity as depositary and issuer of depositary receipts) issue Depositary Receipts to each Restricted Shareholder, each Depositary Receipt representing one share in the Company under the arrangements described in the Circular and the Restricted Shareholders shall be bound by the terms and conditions of a depositary deed.

131.4 To the extent possible, all preferences, elections, notices and other communications relating to a shareholder's holding of shares which are in force immediately prior to the effectiveness of the US Listing will, to the extent reasonably possible, be continued after the US Listing becomes effective unless and until varied or revoked by such shareholder at any time thereafter.

131.5 The Company may appoint any person as attorney and/or agent for a shareholder to execute and deliver as transferor a form of register removal, transfer or instructions of transfer on behalf of the shareholder (or any subsequent holder or any nominee of such shareholder or any such subsequent holder) or Restricted Shareholder (as the case may be) in favour of (i) Cede & Co. (as nominee for DTC) or GTU Ops Inc. (as nominee for CTCNA, acting in its capacity as depositary or exchange agent on behalf of the shareholders who hold their shares in certificated form, or as DR Depositary Nominee) (as the case may be) and do all such other things and execute and deliver all such documents as may in the opinion of the Company or any attorney and/or agent appointed by it be necessary or desirable to give effect to the arrangements described in this article 131 (including, without limitation, implementing one or more transfer of shares to Cede & Co. (as nominee for DTC) as contemplated in paragraphs 131.1 or 131.2 by first transferring such shares to GTU Ops Inc. (as nominee for CTCNA, acting in its capacity as depositary) (or to such other depositary nominee as the board may nominate), with Depositary Receipts each representing one share in the Company being issued for the benefit of the entitled shareholder, before the relevant Depositary Receipts shall be cancelled prior to the onward inter-systems transfer of the underlying shares from GTU Ops Inc. (or the relevant depositary nominee) to Cede & Co. (as nominee for DTC)).

ZQ|CERT#|COY|CLS|RGSTRY|ACCT#|TRANSTYPE|RUN#|TRANS#



ORDINARY SHARES

NOMINAL VALUE £0.20

ORDINARY SHARES

Certificate Number
ZQ00000000

DIVERSIFIED energy

Shares
**000000*
***000000*
****000000*
*****000000*
******000000*

DIVERSIFIED ENERGY COMPANY PLC

INCORPORATED UNDER THE LAWS OF ENGLAND AND WALES WITH COMPANY NUMBER 09156132

THIS CERTIFIES THAT

MR. SAMPLE & MRS. SAMPLE & MR. SAMPLE & MRS. SAMPLE

SEE REVERSE FOR CERTAIN DEFINITIONS

CUSIP XXXXXX XX X

is the owner of

ZERO HUNDRED THOUSAND ZERO HUNDRED AND ZERO

THIS CERTIFICATE IS TRANSFERABLE IN CITIES DESIGNATED BY THE TRANSFER AGENT, AVAILABLE ONLINE AT www.computershare.com

FULLY-PAID SHARES OF ORDINARY SHARES OF

Diversified Energy Company plc (hereinafter called the "Company") transferable in accordance with, and subject to, the Company's articles of association on the books of the Company in person or by duly authorized attorney upon surrender of this certificate properly endorsed. This certificate is not valid unless countersigned by the Transfer Agent and registered by the Registrar.

Witness the facsimile signatures of its duly authorized officers.

Chief Executive Officer

D. E. Johnson

Chairman - Board of Directors

DATED DD-MMM-YYYY

COUNTERSIGNED AND REGISTERED:
COMPUTERSHARE TRUST COMPANY, N.A.
TRANSFER AGENT AND REGISTRAR,

By _____ AUTHORIZED SIGNATURE

SECURITY INSTRUCTIONS ON REVERSE

1234567

DIVERSIFIED energy
PO BOX 43004, Providence, RI 02940-3004

MR A SAMPLE
DESIGNATION (IF ANY)
ADD 1
ADD 2
ADD 3
ADD 4

CUSIP	XXXXXX XX X
Holder ID	XXXXXXXXXX
Insurance Value	1,000,000.00
Number of Shares	123456
DTC	12345678 12345678901234 5

Certificate Numbers	Num/No.	Denom.	Total
12345678901234567890	1	1	1
12345678901234567890	2	2	2
12345678901234567890	3	3	3
12345678901234567890	4	4	4
12345678901234567890	5	5	5
12345678901234567890	6	6	6
Total Transaction			7

DIVERSIFIED ENERGY COMPANY PLC

A FULL STATEMENT OF THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE, PARTICIPATING, OPTIONAL OR OTHER SPECIAL RIGHTS OF EACH CLASS OF SHARES OF THE COMPANY OR SERIES THEREOF AND THE QUALIFICATIONS, LIMITATIONS OR RESTRICTIONS OF SUCH PREFERENCES AND/OR RIGHTS WILL BE FURNISHED BY THE COMPANY WITHOUT CHARGE TO ANY SHAREHOLDER WHO SO REQUESTS UPON APPLICATION TO THE TRANSFER AGENT NAMED ON THE FACE HEREOF OR TO THE OFFICE OF THE SECRETARY OF THE COMPANY. THE TRANSFER OF THESE SHARES REPRESENTED BY THIS CERTIFICATE REQUIRES THE COMPLETION OF A SPECIALIZED STOCK TRANSFER FORM AND MAY BE SUBJECT TO THE UNITED KINGDOM'S HM REVENUE AND CUSTOMS STAMP DUTY. PLEASE CONTACT THE TRANSFER AGENT FOR ADDITIONAL INFORMATION.

For US purposes the following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	- as tenants in common	UNIF GIFT MIN ACT	-.....(Cust).....Custodian.....(Minor).....
TEN ENT	- as tenants by the entireties		under Uniform Gifts to Minors Act.....(State).....
JT TEN	- as joint tenants with right of survivorship and not as tenants in common	UNIF TRF MIN ACT	-.....(Cust).....Custodian (until age.....)
			.....(Minor).....under Uniform Transfers to Minors Act.....(State).....

Additional abbreviations may also be used though not in the above list.

SECURITY INSTRUCTIONS

THIS IS WATERMARKED PAPER. DO NOT ACCEPT WITHOUT NOTING WATERMARK. HOLD TO LIGHT TO VERIFY WATERMARK.

The IRS requires that the named transfer agent ("we") report the cost basis of certain shares or units acquired after January 1, 2011. If your shares or units are covered by the legislation, and you requested to sell or transfer the shares or units using a specific cost basis calculation method, then we have processed as you requested. If you did not specify a cost basis calculation method, then we have defaulted to the first in, first out (FIFO) method. Please consult your tax advisor if you need additional information about cost basis.

If you do not keep in contact with the issuer or do not have any activity in your account for the time period specified by state law, your property may become subject to state unclaimed property laws and transferred to the appropriate state.

Exhibit 4.1

Execution Version

PARTICIPATION AGREEMENT

by and among

DIVERSIFIED PRODUCTION LLC

and

OCM DENALI HOLDINGS, LLC

dated October 2, 2020

TABLE OF CONTENTS

APPENDICES AND EXHIBITS

PARTICIPATION AGREEMENT

This Participation Agreement (this "***Agreement***") is dated as of October 2, 2020 (the "***Execution Date***") and is by and between Diversified Production LLC, a Pennsylvania limited liability company ("***DGOC***"), and OCM Denali Holdings, LLC, a Delaware limited liability company ("***Oaktree***"). DGOC and Oaktree are each a "***Party***", and collectively the "***Parties***".

RECITALS

WHEREAS, the Parties desire to jointly acquire and develop Target Assets (as defined herein) and certain other assets and interests in a coordinated manner, with DGOC (or its Affiliate) as Operator; and

WHEREAS, the Parties desire to set forth their respective rights and obligations with respect to all such arrangements in this Agreement.

NOW, **THEREFORE**, for and in consideration of the mutual promises contained in this Agreement, the benefits to be derived by each Party and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Defined Terms. Capitalized terms used herein and not otherwise defined will have the meanings given to such terms in Appendix I.

1.2 References and Rules of Construction. All references in this Agreement to Exhibits, Appendices, Schedules, Articles, Sections, subsections and other subdivisions refer to the corresponding Exhibits, Appendices, Schedules, Articles, Sections, subsections and other subdivisions of or to this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any Articles, Sections, subsections and other subdivisions of this Agreement are for convenience only, do not constitute any part of this Agreement, and will be disregarded in construing the language hereof. The words "this Agreement," "herein," "hereby," "hereunder" and "hereof," and words of similar import, refer to this Agreement as a whole and not to any particular Article, Section, subsection or other subdivision unless expressly so limited. The word "including" (in its various forms) means "including without limitation". All references to "$" or "dollars" will be deemed references to U.S. dollars. Each accounting term not defined herein will have the meaning given to it under GAAP as interpreted as of the Execution Date. Pronouns in masculine, feminine or neuter genders will be construed to state and include any other gender, and words, terms and titles (including terms defined herein) in the singular form will be construed to include the plural and vice versa, in each case unless the context otherwise requires. References to any Law or agreement will mean such Law or agreement as it may be amended from time to time. References to any date will mean such date in New York, New York and for purposes of calculating the time period in which any notice or action is to be given or undertaken hereunder, such period will be deemed to begin at 12:01 a.m. on the applicable date in New York, New York. If a date specified in this Agreement for giving any notice or taking any action is not a Business Day (or if the period during which any notice is required to be given or any action taken expires on a date which is not a Business Day), then the date for giving such notice or taking such action (and the expiration date of such period during which notice is required to be given or action taken) shall be the next day which is a Business Day.

ARTICLE 2
PURPOSE; TARGET ASSETS; SCOPE; SHARED OPPORTUNITY ZONES

2.1 Purpose; Target Assets. The purpose of this Agreement is to establish the respective rights, duties and obligations of the Parties with regard to the acquisition, ownership, funding, development, operation and sale of the following types of assets, rights and interests to the extent located onshore within the Continental United States of America (such assets, rights and interests, less and except for the Excluded Assets, the "***Target Assets***"):

(a) oil, gas and/or other Hydrocarbon leases and/or leasehold interests ("***Leases***");

(b) royalty interests, overriding royalties, net profits interest and other similar interests in or to any Lease ("***Royalty Interests***");

(c) oil and/or gas mineral fee interests ("***Mineral Interests***");

(d) oil and/or gas wells ("***Wells***", and together with Leases, Royalty Interests and Mineral Interests, "***Oil and Gas Interests***");

(e) fresh water wells, injection wells and salt water disposal wells pertaining to such Oil and Gas Interests ("***Water Assets***");

(f) all Optional Target Assets included in an Acquisition Notice for an Acquisition Opportunity in which Oaktree elects to participate pursuant to Sections 4.1(b) and 6.1; and

(g) all rights and interests in any other assets acquired (or anticipated or contemplated to be acquired) in connection with the joint acquisition by the Parties of any interests in any Oil and Gas Interests in accordance with this Agreement, including any well and/or lease-level pipelines, gathering infrastructure and other well facilities that are used primarily in connection with such Oil and Gas Interests.

2.2 Optional Target Assets. Subject to, and without limitation of, Section 2.5, the following assets, rights and interests shall collectively constitute the "***Optional Target Assets***":

(a) all Midstream Assets and assets downstream of any Midstream Assets, other than (i) any Water Assets or (ii) those well and/or lease-level (A) pipelines, (B) gathering infrastructure and (C) well facilities, in the case of this clause (ii), that are used primarily in connection with the production of the Oil and Gas Interests to be acquired pursuant to such Acquisition Opportunity; and

(b) all assets or interests for which the estimated aggregate consideration payable therefor in a single transaction or series of related transactions is less than $250,000,000 (as determined by DGOC in good faith).

2.3 Excluded Assets. For the avoidance of doubt, but subject to, and without limitation of, Section 2.5, the following assets (collectively, the "***Excluded Assets***") shall not be part of the Target Assets or any Acquisition Opportunity:

(a) all assets owned, leased, operated, managed or controlled by the DGOC Group as of the Execution Date (collectively, the "***DGOC Execution Date Assets***") and any additional assets acquired by the DGOC Group that are reasonably necessary in order to own, operate or maintain such DGOC Execution Date Assets, including easements, rights-of-way, permits, water rights, surface and subsurface rights and other similar rights and individual additional Leases covering lands located within drilling or spacing units that are included in the DGOC Execution Date Assets (together with the DGOC Execution Date Assets, collectively, the "***DGOC Existing Assets***");

(b) all assets acquired by the DGOC Group in connection with a transaction which includes (in whole or part) the Transfer to the applicable Third Party seller of such assets of, or utilization of consideration constituting, Equity Interests in any member of the DGOC Group; *provided* that if such Equity Interests that are Transferred or utilized in such transaction do not constitute a majority of the consideration paid to such Third Party for such assets, then such assets shall not constitute Excluded Assets for purposes hereof;

(c) all assets which constitute an additional interest in or related to any of the assets underlying or comprising any DGOC Existing Asset or Excluded Acquisition Assets, including any such additional interests that (i) are acquired from non-consenting co-owners of any of the assets underlying any of the DGOC Existing Assets or Excluded Acquisition Assets on a permanent or temporary basis or (ii) are non-operating Working Interests in any of the assets underlying any of the DGOC Existing Assets or Excluded Acquisition Assets;

(d) all assets acquired through an ordinary course asset or acreage trade or swap or other similar transaction in which any of the DGOC Existing Assets or Excluded Acquisition Assets are traded or swapped in exchange for such acquired assets; *provided* that if the DGOC Existing Assets or Excluded Acquisition Assets traded or swapped in such transaction do not constitute a material portion of the consideration paid by DGOC (or its applicable Affiliate(s)) for such assets, then such assets shall not constitute Excluded Assets for purposes hereof;

(e) all Optional Target Assets that are not included in an Acquisition Notice delivered by DGOC to Oaktree; and

(f) (i) subject to, and without limitation of, the Parties' respective rights and obligations set forth in Section 4.1(e)(iii), all Acquisition Assets with respect to an Acquisition Opportunity which any Party elects to not participate by (x) its Committee Members not unanimously voting to approve such Acquisition Opportunity at an Operating Committee Meeting called for the purpose of voting on such Acquisition Opportunity or (y) delivering to the other Party a Rejection Notice in accordance with Section 4.1(c)(i) and (ii) any assets with respect to any Non-FIBO Opportunity (the assets described in clauses (i) and (ii), collectively, "***Excluded Acquisition Assets***").

2.4 Scope. For the avoidance of doubt, except as otherwise expressly set forth in this Agreement or any Associated Agreement, the following activities are outside the scope of this Agreement and the Associated Agreements:

(a) the marketing, non-field level processing or sale of Hydrocarbons, except as expressly provided in Section 5.6, in any applicable JOA or in any other Associated Agreement;

(b) the exploration, appraisal, development or production of minerals other than Hydrocarbons (unless any such minerals are otherwise included in, or constitute a portion of, (x) the Acquisition Assets included in an Acquisition Notice with respect to which Oaktree elects to participate in accordance with this Agreement or (y) any SOZ Assets, but in each of (x) and (y) excluding any gravel, iron ore, copper, fissionable materials, coal, lignite or other hard minerals or substances); and

(c) lines of business other than upstream Hydrocarbons acquisition, operation and development.

2.5 Shared Opportunity Zones. Notwithstanding anything to the contrary in this Agreement, the Parties agree that following the Parties' (and/or their respective applicable Affiliates') joint acquisition of any interests in or to any Acquisition Assets pursuant to Section 4.1, certain mutually agreeable shared opportunity zones (each, a "***Shared Opportunity Zone***") shall be created with respect to the applicable JV Interests in accordance with this Section 2.5. DGOC shall not take (or cause or permit any other member of the DGOC Group to take) any action designed to circumvent any obligations set forth herein.

(a) *Appalachia Shared Opportunity Zones*. With respect to any JV Interests that are (x) jointly acquired by the Parties (and/or their respective applicable Affiliate(s)) and (y) are primarily located within Appalachia, the Parties acknowledge and agree that a Shared Opportunity Zone shall be deemed to be created around such JV Interests that encompasses (i) any drilling or spacing units that include (in-whole or in-part) any Oil and Gas Interests included in such JV Interests and (ii) all other drilling or spacing units that (A) are directly adjacent to any Oil and Gas Interests included in such JV Interests (including, for purposes of clarity, any drilling or spacing units that include (in- whole or in-part) any Oil and Gas Interests included in such JV Interests), (B) pertain to one or more of the same currently producing formation(s) as such directly adjacent Oil and Gas Interests included in such JV Interests and (C) DGOC determines in good faith are not directly adjacent to any of the DGOC Existing Assets (each such Shared Opportunity Zone, an "***Appalachia Shared Opportunity Zone***"; any Oil and Gas Interests located within any such Appalachia Shared Opportunity Zone, "***Appalachia SOZ Assets***"). Notwithstanding anything to the contrary herein, if at any time during the Availability Period, any member of the DGOC Group acquires from a Third Party any interest in or to any Appalachia SOZ Assets, then the provisions set forth in Section 2.5(f) shall be applicable thereto.

(b) *Synergistic Upstream Appalachian Acquisitions*. Without limitation of Section 2.5(a), if, at any time during the Availability Period, any member of the DGOC Group acquires from a Third Party any Oil and Gas Interests that, with respect to any applicable JV Interests, (i) are, or would reasonably be expected to be, materially synergistic to such JV Interests (as determined by DGOC in good faith), (ii) are located within Appalachia but outside of the Appalachia Shared Opportunity Zone applicable to such JV Interests, (iii) are not, and would not reasonably be expected to be, more synergistic to any other assets owned by the DGOC Group at such time (as determined by DGOC in good faith) and (iv) no member of the DGOC Group is restricted from presenting such Oil and Gas Interests to Oaktree based on contractual restrictions in existence as of the Execution Date, then (x) such Oil and Gas Interests shall also be deemed to constitute Appalachia SOZ Assets for all purposes of this Agreement and (y) the provisions of Section 2.5(f) shall be applicable thereto.

(c) *Synergistic Midstream Appalachian Acquisitions*. Without limitation of Section 2.5(a) or Section 2.5(b), if, at any time during the Availability Period, any member of the DGOC Group acquires from a Third Party any interest in or to any Midstream Assets (i) that are primarily located within Appalachia, (ii) that are downstream of any well and/or lease-level (A) pipelines, (B) gathering infrastructure and (C) well facilities, in each case that are used primarily in connection with any JV Interests located within Appalachia, (iii) for which Hydrocarbons produced from or allocated to any such JV Interests utilize, or would reasonably be expected to utilize in the next six (6) months, more throughput of such Midstream Assets than any other assets owned by the DGOC Group (that do not, for purposes of clarity, constitute JV Interests) at such time (as determined by DGOC in good faith) and (iv) no member of the DGOC Group is restricted from presenting such Midstream Assets to Oaktree based on contractual restrictions in existence as of the Execution Date, then (x) such Midstream Assets shall be deemed to constitute Appalachia SOZ Assets for all purposes of this Agreement and (y) the provisions of Section 2.5(f) shall be applicable thereto.

(d) *Non-Appalachia Shared Opportunity Zones*.

(i) With respect to any JV Interests that are (x) jointly acquired by the Parties (and/or their respective applicable Affiliate(s)) and (y) are primarily located outside of Appalachia, the Parties acknowledge and agree that a Shared Opportunity Zone shall be created around such JV Interests, with DGOC's initial good faith proposal with respect to the size, scope and location of such Shared Opportunity Zone being identified and set forth in the Acquisition Notice delivered to Oaktree with respect to the Acquisition Opportunity related to such JV Interests.

(ii) During the period beginning on the date that the Operating Committee approves of an Acquisition Opportunity pursuant to Section 6.1 and ending on the date that the Parties (and/or their respective applicable Affiliate(s)) close their joint acquisition of the JV Interests that are primarily located outside of Appalachia, the Parties shall cooperate in good faith to determine a mutually acceptable Shared Opportunity Zone surrounding such JV Interests; *provided*, *however*, that if the Parties are unable to mutually agree upon such Shared Opportunity Zone during such period, such Shared Opportunity Zone shall instead automatically be deemed to include all areas and lands located within ten (10) radial miles of the outermost surface location of any asset, property or interest included in or otherwise constituting a part of such JV Interests (each such Shared Opportunity Zone created and established pursuant to this Section 2.5(b), a "***Non-Ap Shared Opportunity Zone***").

(iii) Notwithstanding anything to the contrary herein, the Parties acknowledge and agree that if, at any time during the Availability Period, any member of the DGOC Group acquires from a Third Party any interest in or to any Oil and Gas Interests located within any Non-Ap Shared Opportunity Zone (such Oil and Gas Interests, "***Non-Ap SOZ Assets***"), then the provisions set forth in Section 2.5(f) shall be applicable thereto.

(iv) In addition, if, at any time during the Availability Period, any member of the DGOC Group acquires from a Third Party any interest in or to any Oil and Gas Interests that, with respect to any JV Interests, (A) are primarily located outside of the applicable Non-Ap Shared Opportunity Zone and outside of Appalachia, (B) are, or would reasonably be expected to be, materially synergistic to such JV Interests (as determined by DGOC in good faith), (C) are not, and would not reasonably be expected to be, more synergistic to any other assets owned by the DGOC Group at such time (as determined by DGOC in good faith) and (D) no member of the DGOC Group is restricted from presenting such Oil and Gas Interests to Oaktree based on contractual restrictions in existence as of the Execution Date, then (x) such Oil and Gas Interests shall also be deemed to constitute Non-Ap SOZ Assets for all purposes of this Agreement and (y) the provisions of Section 2.5(f) shall be applicable thereto.

(e) *Synergistic Midstream Non- Appalachia Acquisitions*. Without limitation of Section 2.5(a), Section 2.5(b), Section 2.5(c) or Section 2.5(d), if, at any time during the Availability Period, any member of the DGOC Group acquires from a Third Party any interest in or to any Midstream Assets (i) that are primarily located outside of Appalachia, (ii) that are downstream of any well and/or lease-level (A) pipelines, (B) gathering infrastructure and (C) well facilities, in each case that are used primarily in connection with any JV Interests (or that otherwise constitute JV Interests) located outside of Appalachia, (iii) for which Hydrocarbons produced from or allocated to any such JV Interests utilize, or would reasonably be expected to utilize in the next six (6) months, more throughput of such Midstream Assets than any other assets owned by the DGOC Group (that do not, for purposes of clarity, constitute JV Interests) at such time (as determined by DGOC in good faith) and (iv) no member of the DGOC Group is restricted from presenting such Midstream Assets to Oaktree based on contractual restrictions in existence as of the Execution Date, then (x) such Midstream Assets shall be deemed to constitute Non-Ap SOZ Assets for all purposes of this Agreement and (y) the provisions of Section 2.5(f) shall be applicable thereto.

(f) *SOZ Asset Offers*.

(i) Notwithstanding anything to the contrary in this Agreement, if, at any time during the Availability Period, any member of the DGOC Group acquires any interest in or to any SOZ Assets, then such member of the DGOC Group (in such capacity, the "***SOZ Offeror***") shall (or shall cause its applicable Affiliate to) offer to Oaktree (in such capacity, the "***SOZ Offeree***") the opportunity to acquire its applicable SOZ Acquisition Interest in and to such SOZ Assets for an amount equal to the applicable SOZ Acquisition Share of all applicable SOZ Acquisition Costs in accordance with this Section 2.5(f) (a "***SOZ Asset Offer***"). Not later than ten (10) Business Days following the date on which the applicable SOZ Offeror or its Affiliate acquires any SOZ Assets, the SOZ Offeror shall deliver to the SOZ Offeree notice thereof (a "***SOZ Asset Acquisition Notice***").

(ii) Subject to Section 2.5(f)(iii), the SOZ Offeror shall use commercially reasonable efforts to include in each SOZ Asset Acquisition Notice the following information: (A) a reasonably detailed description of the applicable SOZ Assets; (B) an itemized breakdown of the SOZ Acquisition Costs paid or incurred by the SOZ Offeror and its Affiliates in connection with the acquisition of such SOZ Assets; (C) the applicable (x) Acquisition Tranche that the applicable SOZ Assets would be included in (and constitute a part of), (y) SOZ Acquisition Interest in and to the SOZ Assets that the SOZ Offeree would be entitled to acquire and (z) SOZ Acquisition Share of the applicable SOZ Acquisition Costs that the SOZ Offeree would be obligated to pay, in each case, if the applicable SOZ Offeree elects to accept the applicable SOZ Asset Offer with respect to such SOZ Assets; (D) any proposed modifications to the applicable Approved Operating Budget to account for such SOZ Assets; (E) true and complete copies of all leases, deeds, assignments, easements, rights of way and other agreements, contracts and instruments evidencing, creating or giving rise to any such SOZ Assets; (F) true and complete copies of all purchase agreements, farmout agreements, joint venture agreements, midstream agreements, marketing agreements, joint venture agreements and any other material agreements which must be assumed or performed in connection with, or that are otherwise binding with respect to, acquiring, owning, operating, developing and/or transferring any such SOZ Assets; and (G) true and complete copies of all title-related documents, reserve reports (or other production or reserve information), due diligence reports, environmental reports and any other similar documents and information related to such SOZ Assets (in each case of the items described in sub-clauses (E) through (G) above, to the extent in the possession or control of the SOZ Offeror or any of its Affiliates); *provided*, that the failure of a SOZ Asset Acquisition Notice to contain any item set forth in sub-clauses (E) through (G) of this Section 2.5(f) shall not render such notice void or ineffective if it otherwise complies in all material respects with the provisions hereof; *provided*, *further*, that, such items shall (to the extent in the possession or control of the SOZ Offeror or any of its Affiliates) be provided to the SOZ Offeree as soon as practicable and in any event prior to the expiration of the thirty (30) day period following the SOZ Offeree's receipt of the applicable SOZ Asset Acquisition Notice (such period, the "***SOZ Asset Offer Review Period***").

(iii) The SOZ Offeror's obligation to provide information in a SOZ Asset Acquisition Notice shall be subject to, and limited by, any applicable confidentiality, privilege or other restrictions with respect to such SOZ Assets in favor of the SOZ Offeror or any of its Affiliates or any Third Parties which prohibit disclosure thereof to the SOZ Offeree; *provided* that the SOZ Offeror shall use its commercially reasonable efforts (without any obligation to incur any out-of-pocket expenses or provide any consideration in connection therewith) to obtain waivers or consents in respect of such confidentiality restrictions to enable the SOZ Offeror or its applicable Affiliate to disclose any applicable information or materials to the SOZ Offeree.

(iv) The SOZ Offeree shall have until the end of the SOZ Asset Offer Review Period to accept such SOZ Asset Offer by delivering notice thereof to the SOZ Offeror (a "***SOZ Asset Offer Acceptance Notice***"). If the SOZ Offeree timely delivers to the SOZ Offeror a SOZ Asset Offer Acceptance Notice, then:

(A) on or prior to the date that is ten (10) Business Days following the date of such SOZ Asset Offer Acceptance Notice, (1) the SOZ Offeree (or its applicable Affiliate) shall, by deposit into the Tax Partnership Account, pay to the SOZ Offeror (or its applicable Affiliate) an amount equal to the applicable SOZ Acquisition Share of the applicable SOZ Acquisition Costs (as such SOZ Acquisition Costs were identified and set forth in the applicable SOZ Asset Acquisition Notice), which amount shall be withdrawn from the Tax Partnership Account by the SOZ Offeror (or its applicable Affiliates), and (2) the SOZ Offeror (or its applicable Affiliate) shall assign, convey and transfer to the SOZ Offeree (or its applicable Affiliate), and the SOZ Offeree (or its applicable Affiliate) shall acquire, assume and accept, its applicable SOZ Acquisition Interest in and to the applicable SOZ Assets pursuant to the assignment, conveyance and other related mechanics set forth in Section 4.3(f) (which shall apply *mutatis mutandis* in respect of such assignment of such applicable SOZ Acquisition Interest in and to such SOZ Assets); and

(B) notwithstanding anything to the contrary in this Agreement or otherwise, for all purposes of this Agreement and each applicable Associated Agreement, from and after the date on which the applicable SOZ Acquisition Interest in and to such SOZ Assets is assigned to the SOZ Offeree (or its applicable Affiliate) hereunder, (1) such SOZ Assets shall thereafter be deemed to constitute (x) JV Interests hereunder and (y) a part of the Tranche JV Interests included in, and constituting a part of, the same Acquisition Tranche in which the relevant JV Interests related to such SOZ Assets are included and (2) all applicable SOZ Acquisition Costs that are paid by the SOZ Offeree or its Affiliates with respect to such SOZ Assets shall thereafter be deemed to constitute Acquisition Costs for all purposes with respect to the applicable Acquisition Tranche.

(v) Notwithstanding anything to the contrary herein, if the SOZ Offeree declines to accept such SOZ Asset Offer (or fails to respond within the applicable SOZ Asset Offer Review Period), then the SOZ Offeree shall be deemed to have forfeited its right to acquire any interest in such SOZ Assets.

(vi) Notwithstanding anything to the contrary herein, the Parties acknowledge and agree that, if DGOC or any other member of the DGOC Group breaches or otherwise fails to comply with any of its obligations set forth in this Section 2.5 with respect to any SOZ Assets and/or any Shared Opportunity Zone, then the terms of Section 4.1(e)(ii)(A) shall apply to such breach or failure *mutatis mutandis*.

2.6 Midstream Development Projects.

(a) If, at any time during the Availability Period, any member of the DGOC Group desires to construct and/or develop any Midstream Assets for which Hydrocarbons produced from or allocated to any applicable JV Interest would, as determined by DGOC in good faith, reasonably be expected to utilize more throughput of such Midstream Assets in the initial six (6) month period following the date that such Midstream Assets are fully commissioned into service than any other assets owned by the DGOC Group (that do not, for purposes of clarity, constitute JV Interests) at such time (any such Midstream Assets, a "***Midstream Development Project***"), then DGOC (in such capacity, the "***MDP ROFO Offeror***") shall promptly deliver notice thereof to Oaktree (such notice, a "***Midstream Development Project Notice***", and Oaktree, in such capacity, the "***MDP ROFO Offeree***").

(b) Subject to Section 2.6(c), the MDP ROFO Offeror shall prepare each Midstream Development Project Notice in good faith and shall use commercially reasonable efforts to include in such Midstream Development Project Notice a comprehensive overview and analysis of such Midstream Development Project, which overview and analysis shall include, to the extent known by and in the possession or control of the MDP ROFO Offeror or its Affiliates: the areas, location and assets (including, for purposes of clarity, any JV Interests) that are reasonably anticipated to be serviced by, or utilize any throughput of, such Midstream Development Project, the anticipated costs and expenses of, and timeline for, constructing and developing such Midstream Development Project, proposed ownership and governance structures and financial projections and cash flow models (including, for purposes of clarity, with respect to the project internal rate of return with respect to such Midstream Development Project and any proposed cost controls or other similar constraints with respect to the construction and development thereof) with respect to the development, ownership and operation of such Midstream Development Project, together with any other information or documents that the MDP ROFO Offeror desires to include in such Midstream Development Project Notice.

(c) The MDP ROFO Offeror's obligation to provide information in a Midstream Development Project Notice shall be subject to, and limited by, any applicable confidentiality, privilege or other restrictions with respect to such information in favor of the MDP ROFO Offeror or its Affiliates or any other Third Parties which prohibit disclosure thereof to the MDP ROFO Offeree or its Affiliates; *provided* that the MDP ROFO Offeror shall use its commercially reasonable efforts (without any obligation to incur any out-of-pocket expenses or provide any consideration in connection therewith) to obtain waivers or consents in respect of such confidentiality restrictions to enable the MDP ROFO Offeror to disclose any applicable information or materials to the MDP ROFO Offeree.

(d) For a period of thirty (30) days following the MDP ROFO Offeree's receipt of a Midstream Development Project Notice (the "***Midstream Development Project Review Period***"), the MDP ROFO Offeree (or any of its Affiliates) shall have the right, but not the obligation, to elect to make an offer to the MDP ROFO Offeror to participate in such Midstream Development Project (a "***Midstream Participation Offer***"), which Midstream Participation Offer shall (i) set forth the proposed material terms and conditions for the MDP ROFO Offeree's proposed investment and participation in such Midstream Development Project, including the applicable share of the ownership of such Midstream Development Project that the MDP ROFO Offeree desires to obtain in connection therewith, and any other material terms and conditions of the MDP ROFO Offeree's offer and (ii) be irrevocable for fifteen (15) Business Days after receipt by the MDP ROFO Offeror (the "***Midstream Participation Offer Acceptance Period***"). If the MDP ROFO Offeree has not delivered a Midstream Participation Offer to the MDP ROFO Offeror within the Midstream Development Project Review Period, then the MDP ROFO Offeree shall be deemed to have waived all of its rights under this Section 2.6 to participate in the applicable Midstream Development Project.

(e) Prior to the expiration of the Midstream Participation Offer Acceptance Period, the MDP ROFO Offeror shall notify the MDP ROFO Offeree in writing whether it elects to accept the Midstream Participation Offer; *provided*, that a failure by the MDP ROFO Offeror to so notify the MDP ROFO Offeree shall be deemed to be a rejection of the Midstream Participation Offer.

(i) If the MDP ROFO Offeror accepts the Midstream Participation Offer, the Parties shall cooperate with each other in good faith to promptly negotiate and enter into definitive agreements with respect to the MDP ROFO Offeree's (or the MDP ROFO Offeree's Affiliates') investment and participation in such Midstream Development Project; *provided*, *however*, that if the MDP ROFO Offeror and MDP ROFO Offeree have not entered into such definitive agreements for any reason within sixty (60) days following such acceptance, then, unless otherwise agreed in writing by the Parties, the MDP ROFO Offeror shall be deemed to have rejected the Midstream Participation Offer and the provisions of Section 2.6(e)(ii) shall be deemed to apply from and after such time.

(ii) If the MDP ROFO Offeror rejects (or is deemed to have rejected) the Midstream Participation Offer, then, for a period of 180 days following the conclusion of the Midstream Participation Offer Acceptance Period (subject to reasonable extension for any required regulatory approvals), the MDP ROFO Offeror and its Affiliates may thereafter (A) develop and finance such Midstream Development Project on their own or (B) seek to develop and finance such Midstream Development Project with any Third Party on economic terms that, taken as a whole, are not materially more favorable to the applicable Third Party than those proposed by the MDP ROFO Offeree in its Midstream Participation Offer; *provided*, *however*, that if the MDP ROFO Offeror seeks to develop and finance such Midstream Development Project with a Third Party, the MDP ROFO Offeror agrees to provide notice to the MDP ROFO Offeree at least ten (10) Business Days prior to its execution of any definitive agreements with such Third Party with respect to such Midstream Development Project. If (x) the MDP ROFO Offeror and its Affiliates elect to develop and finance such Midstream Development Project on their own but have not commenced such development and financing activities within such 180-day period or (y) the MDP ROFO Offeror and its Affiliates have not executed definitive agreements with a Third Party with respect to the development and financing of such Midstream Development Project within such 180-day period (subject to reasonable extension for any required regulatory approvals), then, in any such case, any proposed development of such Midstream Development Project by the MDP ROFO Offeror or any of its Affiliates shall once again be subject to the terms and conditions of this Section 2.6.

(f) For the avoidance of doubt, in no event shall any Midstream Development Project be deemed to constitute JV Interests hereunder or be a part of an Acquisition Tranche, and any costs incurred in connection with the development and financing of such Midstream Development Project shall not be deemed to constitute Acquisition Costs.

ARTICLE 3
CAPITAL COMMITMENTS

3.1 Commitments. Subject to the terms and conditions of this Agreement, including Sections 6.2(e) and 7.2, with respect to the transactions contemplated hereby and its Acquisition Share of all Acquisition Costs incurred by the Parties during the Availability Period with respect to Acquisition Opportunities in which Oaktree elects to participate hereunder, Oaktree anticipates committing capital up to an aggregate maximum of $1,000,000,000 (the "***Oaktree Capital Commitment***"). Similarly, subject to the terms and conditions of this Agreement, including Sections 6.2(e) and 7.2, with respect to the transactions contemplated hereby and its Acquisition Share of all Acquisition Costs incurred by the Parties during the Availability Period with respect to Acquisition Opportunities in which DGOC elects to participate hereunder, DGOC anticipates committing sufficient capital alongside Oaktree's Capital Commitment (the "***DGOC Capital Commitment***" and, together with the Oaktree Capital Commitment, the "***Capital Commitments***"). Each Party shall become obligated to fund Acquisition Costs pursuant to, and subject to the terms and conditions of, the applicable Definitive Acquisition Agreement(s) with respect to the applicable Acquisition Opportunities, and each Party shall be obligated to fund its Working Interest Share of all Operating Costs with respect to the JV Interests that are chargeable to such Party in accordance with the terms of this Agreement or the applicable JOAs. For the avoidance of doubt and notwithstanding anything to the contrary contained herein, this Section 3.1 does not give rise to, and shall not be construed as giving rise to, a binding capital commitment for either Party as of the Execution Date. Any binding capital commitment for either Party must be mutually agreed to in writing in the future.

3.2 Availability Period. Each Party's commitment to pay its Acquisition Share of Acquisition Costs under and as provided in Section 3.1 shall begin on the Execution Date and terminate on the earliest to occur of (a) the date on which Oaktree has paid the entirety of the Oaktree Capital Commitment, (b) October 2, 2023 (as such date may be extended by the mutual written agreement of the Parties) and (c) the date on which this Agreement terminates (such period of time, the "***Availability Period***").

ARTICLE 4
ACQUISITION OF ACQUISITION ASSETS; PROMOTE

4.1 Acquisition of Acquisition Assets.

(a) *Acquisition Opportunities*.

(i) If, at any time during the Availability Period, any member of the DGOC Group identifies an opportunity to acquire from a Third Party (the "***Acquisition Opportunity Seller***") interests in any Target Assets (for an estimated aggregate purchase price of at least $250,000,000 (as determined by DGOC in good faith)) or in any Optional Target Assets, and the DGOC Group desires to make an offer to acquire such interests (each such opportunity, an "***Acquisition Opportunity***", and such interests, the "***Acquisition Assets***"), then (A) with respect to Target Assets, DGOC shall, and (B) with respect to Optional Target Assets, DGOC may in its sole discretion (but shall not be obligated to), in each case, provide prompt notice thereof to Oaktree regarding such Acquisition Opportunity (an "***Acquisition Notice***") and call a special Operating Committee Meeting to discuss such Acquisition Opportunity.

(ii) Subject to Section 4.1(a)(iii):

(A) DGOC shall prepare each Acquisition Notice in good faith and shall use commercially reasonable efforts to include in such Acquisition Notice a comprehensive overview and analysis of such Acquisition Opportunity, which overview and analysis shall include, to the extent known by and in the possession or control of DGOC or any of its Affiliates: the location, quality, characteristics and scope of the applicable Acquisition Assets, any material value, pricing or financial modeling assumptions made by DGOC in connection with its analysis of such Acquisition Opportunity, whether such Acquisition Assets would be reasonably likely to be synergistic with any DGOC Existing Assets, whether such Acquisition Assets would be reasonably likely to utilize any existing midstream assets or facilities that are also utilized by any DGOC Existing Assets and whether any then-existing arrangements, agreements or contracts by and between DGOC (or the applicable DGOC Operator) (on the one hand) and any other Affiliate of DGOC (on the other hand) would be reasonably likely to be applicable to or binding upon such Acquisition Assets (including, for purposes of clarity, with respect to the ownership, acquisition, development and/or use thereof);

(B) DGOC shall use commercially reasonable efforts for such Acquisition Notice to be reasonably sufficient to enable Oaktree to (1) conduct a reasonable analysis and evaluation with respect to such Acquisition Opportunity and (2) make a reasonably informed decision with respect to whether or not to exercise its right to elect to jointly pursue such Acquisition Opportunity with DGOC under this Agreement; and

(C) following DGOC's delivery to Oaktree of an Acquisition Notice, DGOC shall use its commercially reasonable efforts to provide Oaktree with any other documents or information related to the relevant Acquisition Opportunity which are reasonably requested by Oaktree prior to the Operating Committee Meeting to be held in respect of such Acquisition Opportunity, but only if and to the extent such documents or information are in the possession or control of DGOC or any of its Affiliates (or are reasonably capable of being obtained by DGOC or any of its Affiliates without an obligation to incur any out-of-pocket expenses or provide any consideration in connection therewith).

(iii) DGOC's obligation to provide information in an Acquisition Notice shall be subject to, and limited by, any applicable confidentiality, privilege or other restrictions with respect to such Acquisition Opportunity in favor of the DGOC Group, Acquisition Opportunity Seller or any other Third Parties which prohibit disclosure to the Oaktree Group; *provided* that DGOC shall use its commercially reasonable efforts (without any obligation to incur any out-of-pocket expenses or provide any consideration in connection therewith) to obtain waivers or consents in respect of such confidentiality restrictions to enable DGOC to disclose any applicable information or materials to Oaktree.

(iv) Without limitation of Section 4.1(a)(ii), each Acquisition Notice shall also include (A) a proposed budget prepared in good faith by DGOC with respect to Operations, Operating Costs chargeable to the Parties under the terms of the applicable JOA(s) or this Agreement and other costs and expenses related to the conduct of Operations with respect to the applicable Acquisition Assets for the period of time from the closing of such Acquisition Opportunity through the end of the Calendar Year following the Calendar Year in which such Acquisition Opportunity is anticipated to close (the "***Initial Acquisition Budget***"); *provided*, that the Initial Acquisition Budget need not include any Excluded Budget Items or Emergency Costs, and (B) if such Acquisition Assets are located outside of Appalachia, DGOC's reasonable and good faith proposal with respect to a Shared Opportunity Zone to be created surrounding such Acquisition Assets.

(v) For the avoidance of doubt, (A) an opportunity to acquire Optional Target Asset shall only be considered an Acquisition Opportunity if DGOC in its sole discretion offers the same to Oaktree in an Acquisition Notice, (B) if a particular Acquisition Notice includes both Target Assets and Optional Target Assets, Oaktree shall be entitled to make separate elections with respect to its participation in such Acquisition Opportunity with respect to such Target Assets and with respect to such Optional Target Assets and (C) Oaktree's rejection of an Acquisition Opportunity that consists solely of Optional Target Assets (including, for the avoidance of doubt, any Acquisition Opportunity with respect to which Oaktree makes a separate election in respect of the relevant Optional Target Assets included therein pursuant to the foregoing clause (B) hereof) shall not be taken into account for purposes of Section 4.1(g).

(b) *Acquisition Elections*. Oaktree shall have the right (but not the obligation) to participate in each Acquisition Opportunity, which right is exercisable in Oaktree's sole discretion, by its Committee Members voting together to either approve or reject the Acquisition Opportunity at the special Operating Committee Meeting called pursuant to Section 4.1(a)(i) in respect of such Acquisition Opportunity.

(c) *Joint Acquisition*. If the Operating Committee unanimously approves an Acquisition Opportunity in accordance with Section 6.1, then:

(i) the Parties shall proceed jointly in the due diligence review of the Acquisition Assets relating to such Acquisition Opportunity and toward the negotiation and execution of Definitive Acquisition Agreements in respect of the acquisition of the Acquisition Assets relating to such Acquisition Opportunity; *provided*, that if an Oaktree Acquisition Event or a DGOC Acquisition Event occurs with respect to such Acquisition Opportunity at any time prior to the closing of the acquisition thereof, then:

(A) Oaktree or DGOC, as applicable, shall have the right (in its sole discretion) to decline to participate in the Acquisition Opportunity by providing notice (such notice, an "***Rejection Notice***") to the other Party on or before the closing (which Rejection Notice shall include any applicable Specified Rejection Matters of such Party with respect to such Acquisition Opportunity);

(B) Oaktree or DGOC, as applicable, shall be deemed to have voted to disapprove such Acquisition Opportunity at an Operating Committee Meeting by so delivering such Rejection Notice, but shall still be responsible for its applicable share of any applicable JV Acquisition Opportunity Expenses in accordance with Section 4.1(c)(v); and

(C) if Oaktree is the Party delivering such Rejection Notice (and, for the avoidance of doubt, DGOC has not delivered a Rejection Notice in respect of the relevant Acquisition Opportunity prior to such time), the rejection shall be taken into account for purposes of Section 4.1(g);

(ii) the Parties shall cooperate and use their respective commercially reasonable efforts (but without an obligation to incur any out-of-pocket expenses or provide any consideration in connection therewith) to structure any acquisition of Acquisition Assets in such a manner so as to permit and facilitate an Asset Separation with respect to such Acquisition Assets, including, without limitation, by receiving consents from applicable Third Parties to transfers of JV Interests and assignments of contracts, permits and other related assets from DGOC and other members of the DGOC Group, on the one hand, to Oaktree and other members of the Oaktree Group, on the other hand, and vice versa, including permitting Oaktree (or its applicable Affiliate) to succeed DGOC (or its applicable Affiliate) as Operator of any applicable Acquisition Assets under any relevant JOA;

(iii) except as otherwise provided in Section 4.1(d), each Party (or its respective applicable Affiliate) shall, in accordance with the terms of any applicable Definitive Acquisition Agreements entered into by and among the Parties (or their respective applicable Affiliates) and the Acquisition Opportunity Seller with respect to an Acquisition Opportunity, pay to such Acquisition Opportunity Seller its Acquisition Share of the consideration (including any purchase price adjustments) for the Acquisition Assets (including any deposit or holdback) and be liable for its Acquisition Share of any Liabilities owed to the Acquisition Opportunity Seller arising under such Definitive Acquisition Agreements for such Acquisition Opportunity; *provided*, that for the avoidance of doubt, and subject to, and without limitation of, any applicable terms and conditions set forth in this Agreement or any other Associated Agreement, any Liabilities arising out of the ownership or operation of such Acquisition Assets from and after the closing of such Acquisition Opportunity shall be borne by the Parties in accordance with their then-applicable respective Working Interest Shares; and *provided*, *further*, that Oaktree shall be solely liable for any consultant and expert fees and/or diligence costs paid or incurred by the Oaktree Group in connection with such Acquisition Opportunity (other than, for purposes of clarity, any Oaktree Permitted Legal Costs, which shall be borne 50/50 by each Party as part of the JV Acquisition Opportunity Expenses with respect to such Acquisition Opportunity);

(iv) upon the closing of such Acquisition Opportunity, (A) DGOC (or one or more members of the DGOC Group) shall acquire an interest in the Acquisition Assets equal to the DGOC Initial Interest and (B) Oaktree (or one or more members of the Oaktree Group) shall acquire an interest in the Acquisition Assets equal to the Oaktree Initial Interest; and

(v) within ten (10) Business Days after the earliest to occur of (x) the closing of such Acquisition Opportunity and (y) the termination of negotiations with the Acquisition Opportunity Seller regarding such Acquisition Opportunity by either the Acquisition Opportunity Seller or either Party (or their respective applicable Affiliates), (A) Oaktree shall pay or be responsible for (or, if applicable, reimburse the DGOC Group for) 50% of all JV Acquisition Opportunity Expenses incurred by the DGOC Group in relation to such Acquisition Opportunity and (B) DGOC shall pay or be responsible for (or, if applicable, reimburse the Oaktree Group for) 50% of all JV Acquisition Opportunity Expenses incurred by the Oaktree Group in relation to such Acquisition Opportunity; *provided*, *however*, that, notwithstanding the foregoing, if a Party delivers a Rejection Notice to the other Party with respect to an Acquisition Opportunity, then except as otherwise provided in Section 4.1(d), such other Party that receives such Rejection Notice shall pay or be responsible for all costs and expenses related to negotiating and documenting such Acquisition Opportunity and conducting due diligence in connection therewith which are incurred (and relate to work performed with respect to periods of time occurring) after the date on which such Rejection Notice is received by such other Party.

(d) *Failure to Consummate*.

(i) The provisions of Sections 4.1(d)(ii) and (iii) shall apply if:

(A) Oaktree and DGOC (or their applicable Affiliates) have entered into the same Definitive Acquisition Agreement with respect to an Acquisition Opportunity (or multiple Definitive Acquisition Agreements with respect to the same Acquisition Opportunity for which the closing of the transactions contemplated thereby are cross-conditioned on one another);

(B) the closing of the transactions contemplated by the applicable Definitive Acquisition Agreement(s) in respect of such Acquisition Opportunity is not consummated as a result of any failure or refusal of Oaktree or DGOC (or their respective applicable Affiliate(s)) (as applicable, the "***Non-Closing Party***") to consummate the closing of such transactions and not, for purposes of clarity, as a result of the exercise of a termination right by the Non-Closing Party or the applicable Acquisition Opportunity Seller (other than as a result of a breach of such Definitive Acquisition Agreement by the Non-Closing Party) to any such Definitive Acquisition Agreement, in each case in accordance with the terms thereof (whether a result of a title, environmental and/or casualty loss "walk right" termination right or otherwise);

(C) at the time of such failure or refusal to consummate the closing of such transactions by the applicable Non- Closing Party, all of such Non-Closing Party's conditions to closing set forth in the applicable Definitive Acquisition Agreement(s) were satisfied or fulfilled (or had otherwise been waived in writing by such Non-Closing Party); and

(D) the applicable Acquisition Opportunity Seller and the other Party (or its applicable Affiliate) were each ready, willing and able to consummate the closing of the transactions contemplated by the applicable Definitive Acquisition Agreement(s) in respect of such Acquisition Opportunity.

(ii) If the conditions set forth in Section 4.1(d)(i) are met:

(A) the Non- Closing Party (or, if the Non-Closing Party is an Affiliate of a Party, such Party) who failed or refused to consummate the closing of such transactions shall be solely liable for all Liabilities owed to the applicable Acquisition Opportunity Seller as a result of such failure or refusal to close under the terms of all Definitive Acquisition Agreements applicable to such Acquisition Opportunity, including, as applicable, forfeited deposits, liquidated damages and/or reverse termination fees (but subject to any applicable limitations on damages contained in the applicable Definitive Acquisition Agreements); and

(B) such Non-Closing Party (or, if the Non-Closing Party is an Affiliate of a Party, such Party) shall indemnify, defend and hold harmless the other Party (the "***Non-Breaching Party***") and its Representatives from and against any and all Liabilities suffered by such Non-Breaching Party and its Affiliates arising from or related to such failure or refusal to close, including in connection with any Proceeding by the Acquisition Opportunity Seller against any Party or its Affiliates in connection with such failure or refusal to close; *provided*, that any such indemnification shall be provided on an Acquisition Opportunity-by-Acquisition Opportunity basis and shall be subject to any limitations on damages contained in the applicable Definitive Acquisition Agreements;

provided, that the Non-Breaching Party shall, and shall cause its Affiliates to, use their respective commercially reasonable efforts to mitigate (without any obligation to incur any out-of-pocket expenses or provide any consideration in connection therewith) any Liabilities suffered by such Non-Breaching Party and its Affiliates.

(iii) Without limitation of the foregoing, to the extent any amounts in respect of any such Liabilities are paid by the Non-Breaching Party or its Affiliates or deemed paid (including any deposited amounts which were deposited by the Non-Breaching Party or its Affiliates and are forfeited to the Acquisition Opportunity Seller pursuant to the terms of the applicable Definitive Acquisition Agreement(s)), then the applicable Non-Closing Party (or, if the Non-Closing Party is an Affiliate of a Party, such Party) shall, within ten (10) Business Days after receiving notice from the Non-Breaching Party of such payment or deemed payment by the Non-Breaching Party or its Affiliates (together with any reasonable supporting documentation), reimburse the Non- Breaching Party or its Affiliates for all such amounts (including any interest on any deposited amounts), by wire transfer of immediately available funds to an account specified in writing by the Non-Breaching Party in the applicable notice thereof.

(e) *Election to Not Participate*.

(i) If Oaktree elects to not participate in an Acquisition Opportunity by (x) its Committee Members not unanimously voting to approve such Acquisition Opportunity at an Operating Committee Meeting called for the purpose of voting on such Acquisition Opportunity or (y) delivering to DGOC a Rejection Notice in accordance with Section 4.1(e)(i), then:

(A) if such Acquisition Opportunity constitutes a First Identified Business Opportunity, no member of the Oaktree Group shall directly or indirectly acquire any interest in the Acquisition Assets related to such Acquisition Opportunity for a period of one (1) year after the date of such Operating Committee Meeting or Rejection Notice, as applicable, and upon a breach by the Oaktree Group of this restriction: (1) the DGOC Group shall have the right to acquire from the applicable member(s) of the Oaktree Group the DGOC Initial Interest in such Acquisition Assets, effective as of the date on which such Person(s) acquired such interest in such Acquisition Assets, by paying an amount equal to 45% of the aggregate consideration which such Person(s) paid therefor, without prejudice to any other remedies of the DGOC Group available at law or in equity, and (2) such Acquisition Assets shall not be considered part of any Acquisition Tranche for any purposes hereof; *provided* that, notwithstanding the foregoing, this Section 4.1(e)(i)(A) shall not restrict any member of the Oaktree Group from providing direct or indirect equity or debt financing to any Person in respect of such Acquisition Opportunity so long as, based on such investment, the Oaktree Group does not Control such Person, and such financing activities shall not, and shall not be deemed to, constitute a breach of this Section 4.1(e)(i)(A); and

(B) so long as DGOC did not elect to not participate in such Acquisition Opportunity by not approving such Acquisition Opportunity at the applicable Operating Committee Meeting and subject to Section 4.1(e)(iii), DGOC or any other member of the DGOC Group may elect in its sole discretion to proceed with such Acquisition Opportunity for its own account, in which case (1) such Acquisition Assets shall constitute Excluded Assets and (2) none of Oaktree or any of its Affiliates shall have any right (including any right to acquire, or to participate in the acquisition of), interest or expectancy of any kind with respect to such Acquisition Assets under this Agreement or otherwise;

provided, that notwithstanding the foregoing and for purposes of clarity, but without limitation of Section 8.1, the provisions of this Section 4.1(e)(i) shall not be applicable to or otherwise affect any Excluded Oaktree Entity.

(ii) If DGOC elects to not participate in an Acquisition Opportunity by (x) its Committee Members not unanimously voting to approve such Acquisition Opportunity at an Operating Committee Meeting called for the purpose of voting on such Acquisition Opportunity or (y) delivering to Oaktree a Rejection Notice in accordance with Section 4.1(e)(i), then:

(A) no member of the DGOC Group shall directly or indirectly acquire any interest in the Acquisition Assets related to such Acquisition Opportunity for a period of one (1) year after the date of such Operating Committee Meeting or Rejection Notice, as applicable, and, upon a breach by the DGOC Group of this restriction, without prejudice to any other remedies of the Oaktree Group at law or in equity, (1) the Oaktree Group shall have the right (but not the obligation) to acquire from the applicable member(s) of the DGOC Group 50% of such Persons' interest in such Acquisition Assets, effective as of the date on which such Person(s) acquired such Acquisition Assets, by paying an amount equal to 45% of the consideration which such Person(s) paid therefor, without prejudice to any other remedies of the Oaktree Group available at law or in equity, (2) no member of the DGOC Group shall be entitled to any Reversion in respect of such relevant Acquisition Assets (including, for purposes of clarity, any right to make an Acceleration Payment in respect thereof) and (3) such Acquisition Assets shall not be considered part of any Acquisition Tranche for any purposes hereof; and

(B) so long as Oaktree did not elect to not participate in such Acquisition Opportunity by not approving such Acquisition Opportunity at an Operating Committee Meeting and subject to Section 4.1(e)(iii), but without limitation of Section 4.1(h)(i), Oaktree may elect in its sole discretion to proceed with such Acquisition Opportunity for its own account, in which case, none of DGOC or any of its Affiliates shall have any right (including any right to acquire, or to participate in the acquisition of), interest or expectancy of any kind with respect to such Acquisition Assets under this Agreement or otherwise.

(iii) Without limitation of Section 4.1(h)(i), if either Party is permitted to pursue an Acquisition Opportunity for its own account pursuant to clause (B) of Sections 4.1(e)(i) or 4.1(e)(ii), as applicable, and, prior to the entry into of Definitive Acquisition Agreements in respect of such Acquisition Opportunity, the material economic terms with respect to such Acquisition Opportunity are materially different than (x) as presented in the Acquisition Notice (or in any other documents or materials provided by any member of the DGOC Group to any member of the Oaktree Group with respect to the applicable Acquisition Opportunity at any time prior to the Operating Committee Meeting in respect of such Acquisition Opportunity) or (y) as otherwise existed at the time that the Operating Committee approved such Acquisition Opportunity in accordance with Section 6.1 (as determined in good faith by the applicable Party), then:

(A) such Party shall promptly deliver notice to the other Party describing in reasonable detail such different economic terms (which notice shall contain any additional, modified, supplemented and/or updated documents or information that are substantively different in any material respect from those previously delivered to Oaktree hereunder with respect to such Acquisition Opportunity); and

(B) such Party shall not (and shall cause each member of the Oaktree Group or the DGOC Group, as applicable, not to) directly or indirectly acquire any interest in the Acquisition Assets related to such Acquisition Opportunity without first calling for and holding an Operating Committee Meeting to again vote on such Acquisition Opportunity, and, if brought before the Operating Committee, the terms and provisions of this Section 4.1 and Section 6.1 shall apply thereto *mutatis mutandis*; *provided*, *however* that no rejection by Oaktree of an Acquisition Opportunity under this Section 4.1(e)(iii)(B) shall constitute (or be deemed or construed to constitute) a separate and additional rejection of an Acquisition Opportunity by Oaktree for purposes of Section 4.1(g).

Upon a breach by the Oaktree Group of the restriction described in clause (B) (including, for purposes of clarity, in respect of a breach by the Oaktree Group thereof in connection with any Acquisition Opportunity described in Section 4.1(i)), the terms of Section 4.1(e)(i) shall apply thereto *mutatis mutandis*, and upon a breach by the DGOC Group of the restriction described in clause (B) (including, for purposes of clarity, in respect of a breach by the Oaktree Group thereof in connection with any Acquisition Opportunity described in Section 4.1(i)), the terms of Section 4.1(e)(ii) shall apply thereto *mutatis mutandis*, as applicable.

(f) *Exclusivity*. During the Availability Period, DGOC shall offer Oaktree the opportunity to participate in all Acquisition Opportunities pursuant to this Section 4.1 and Section 6.1. If any member of the DGOC Group acquires any interest in any Acquisition Assets in breach of DGOC's obligations under this Section 4.1(f), then, for six (6) months following Oaktree's discovery of such breach, (x) Oaktree (or its applicable Affiliate) shall have the right (but not the obligation) to acquire from such Person(s) the Oaktree Initial Interest in such Acquisition Assets, effective as of the date on which such Person(s) acquired such Acquisition Assets, by giving DGOC notice within such time period and paying its Acquisition Share of the consideration which such Person(s) paid therefor by depositing such amount into the Tax Partnership Account, which amount shall be withdrawn by DGOC, without prejudice to any other remedies of the DGOC Group available at law or in equity; (y) for the avoidance of doubt, the Reversions set forth in Section 4.3 shall apply in respect of such Acquisition Assets (including, for purposes of clarity, any right of DGOC to make an Acceleration Payment in respect thereof) and (z) for the avoidance of doubt, such Acquisition Assets shall be considered part of the then-applicable Acquisition Tranche; *provided*, *however*, that, without limitation of the foregoing, if the aggregate consideration for such Acquisition Assets (in one or a series of related transactions involving the same seller or one or more Affiliates thereof) was, as determined by DGOC in good faith, equal to or greater than a $268,750,000, then (i) Oaktree (or its applicable Affiliate) shall have the right (but not the obligation) to acquire from the applicable member(s) of the DGOC Group 50% of such Persons' interest in such Acquisition Assets, effective as of the date on which such Person(s) acquired such Acquisition Assets, by paying an amount equal to 45% of the consideration which such Person(s) paid therefor, without prejudice to any other remedies of the Oaktree Group available at law or in equity, (ii) no member of the DGOC Group shall be entitled to any Reversion in respect of such relevant Acquisition Assets (including, for purposes of clarity, any right to make an Acceleration Payment in respect thereof) and (iii) such Acquisition Assets shall not be considered part of any Acquisition Tranche for any purposes hereof.

(g) *Termination of Agreement*.

(i) Subject to the terms and provisions of this Section 4.1(g), if, prior to such time as Oaktree has elected to participate in one (1) or more Target Acquisition Opportunities hereunder (and such Target Acquisition Opportunities (A) were approved at the applicable Operating Committee Meeting and consummated by Oaktree and (B) would have required Oaktree to fund an aggregate amount equal to or in excess of $250,000,000 in respect of Acquisition Costs related thereto), Oaktree elects to not participate in two (2) or more Target Acquisition Opportunities (by its Committee Members not unanimously voting to approve such Target Acquisition Opportunities at the applicable Operating Committee Meetings called for the purpose of voting on such Target Acquisition Opportunities or by providing a Rejection Notice to DGOC) (I) which DGOC presented to Oaktree in accordance with this Section 4.1 and (II) in which DGOC elected to participate by approving the same at the applicable Operating Committee Meetings called for the purpose of voting on such Target Acquisition Opportunities, then either Party may terminate this Agreement by providing notice to the other Party within ninety (90) days following the date of the applicable Operating Committee Meeting at which Oaktree elected to not participate in the most recent Target Acquisition Opportunity presented to Oaktree in accordance with Section 4.1 or the date on which DGOC receives the relevant Rejection Notice from Oaktree, as applicable.

(ii) Notwithstanding the foregoing, if Oaktree elects to participate in any Target Acquisition Opportunity hereunder and:

(A) such Target Acquisition Opportunity is approved at the applicable Operating Committee Meeting but is not consummated by Oaktree as a result of (1) DGOC delivering a Rejection Notice hereunder to Oaktree with respect to such Target Acquisition Opportunity prior to the time that Oaktree delivers a Rejection Notice to DGOC with respect to such Target Acquisition Opportunity or (2) DGOC (or its applicable Affiliate) or the applicable Acquisition Opportunity Seller, in either case, failing or refusing to close (or to continue the good faith pursuit of) the transactions in respect of such Target Acquisition Opportunity (including, any such failure or refusal to close that constitutes a breach or violation of the applicable Definitive Acquisition Agreements (and not, for purposes of clarity, as a result of the exercise by DGOC (or its applicable Affiliate) or the applicable Acquisition Opportunity Seller, as applicable, of any applicable termination right pursuant to the terms of such applicable Definitive Acquisition Agreements)); and

(B) at the time that (1) DGOC delivers any such Rejection Notice to Oaktree or (2) DGOC (or its applicable Affiliate) or the applicable Acquisition Opportunity Seller fails or refuses to close (or to continue the good faith pursuit of) such Target Acquisition Opportunity, Oaktree has not delivered notice (including, for purposes of clarity, a Rejection Notice) to DGOC or the applicable Acquisition Opportunity Seller that Oaktree is no longer ready, willing and/or able to proceed with its good faith pursuit of the applicable transactions relating to such Target Acquisition Opportunity (each such Target Acquisition Opportunity, an "***Oaktree Elected Opportunity***"), then the provisions of Section 4.1(g)(iii) shall apply with respect to such Oaktree Elected Opportunity.

(iii) In respect of each Oaktree Elected Opportunity, Oaktree shall not be deemed or construed to have elected not to participate in such Target Acquisition Opportunity for any purposes of Section 4.1(g)(i). In addition, solely with respect to the first Oaktree Elected Opportunity, Oaktree shall (without any further action of the Parties) have the right to elect to not participate in one additional Target Acquisition Opportunity (by its Committee Members not unanimously voting to approve such Target Acquisition Opportunities at the applicable Operating Committee Meetings called for the purpose of voting on such Target Acquisition Opportunities or by providing a Rejection Notice to DGOC), such that the termination right set forth in Section 4.1(g)(i) shall not be triggered unless and until Oaktree elects to not participate in three (3) or more Target Acquisition Opportunities (by its Committee Members not unanimously voting to approve such Target Acquisition Opportunities at the applicable Operating Committee Meetings called for the purpose of voting on such Target Acquisition Opportunities or by providing a Rejection Notice to DGOC), and the provisions of Sections 4.1(g)(i) and 4.1(g)(iv) shall be construed accordingly.

(iv) For purposes of clarity, if neither Party has elected to terminate this Agreement within the ninety (90) day period described in Section 4.1(g)(i), then, subject to Sections 4.1(g)(ii) and 4.1(g)(iii), neither Party shall have any right to terminate this Agreement pursuant to this Section 4.1(g) unless and until such time as Oaktree elects to not participate in any other Target Acquisition Opportunity (by its Committee Members not unanimously voting to approve such Target Acquisition Opportunities at the applicable Operating Committee Meetings called for the purpose of voting on such Target Acquisition Opportunities or by providing a Rejection Notice to DGOC) presented to Oaktree in accordance with Section 4.1, in which case the Parties shall again have a ninety (90) day period in which to elect to terminate this Agreement pursuant to this Section 4.1(g).

(h) *Non-First Identified Business Opportunities*.

(i) Notwithstanding anything to the contrary contained in this Agreement, if any Acquisition Opportunity does not constitute (or ceases to constitute) a First Identified Business Opportunity, Oaktree and the other members of the Oaktree Group may pursue such Acquisition Opportunity (including any transaction or arrangement involving any underlying Target Assets or Optional Target Assets) for its or their own account without any restriction or limitation of any kind, in which case none of DGOC or any of its Affiliates shall have any right (including any right to acquire, or to participate in the acquisition of), interest or expectancy with respect to such Acquisition Opportunity under this Agreement.

(ii) Without limitation of Section 4.1(h)(i), with respect to any Acquisition Opportunity that has been presented to Oaktree by a member of the DGOC Group pursuant to Section 4.1(a), if (A) such Acquisition Opportunity does not constitute (or ceases to constitute) a First Identified Business Opportunity and (B) to Oaktree's Knowledge, any member of the Oaktree Group or any Excluded Oaktree Entity has determined to pursue such Acquisition Opportunity for its own account (or otherwise not in coordination with DGOC pursuant to this Agreement) and with respect to which the relevant member of the Oaktree Group would control the Person pursuing such Acquisition Opportunity, then, subject to any applicable confidentiality restrictions, Oaktree shall promptly notify DGOC in writing of such event. In such case, notwithstanding anything herein to the contrary, (I) such Acquisition Opportunity shall be deemed to constitute a "***Non-FIBO Opportunity***" for all purposes of this Agreement, (II) the Parties and their respective Affiliates shall each be permitted to pursue the relevant Non-FIBO Opportunity jointly or for their respective own accounts and (III) unless otherwise agreed to in writing by the Parties, the other Party and its Affiliates shall not have any right (including any right to acquire, or to participate in the acquisition of), interest or expectancy of any kind with respect to such Non-FIBO Opportunity under this Agreement.

Nothing in this Section 4.1(h) is intended to limit, and nothing in this Section 4.1(h) shall have the effect of limiting, any member of the (x) DGOC Group's or (y) Oaktree Group's ability, in each case, to pursue a Non-FIBO Opportunity.

(i) *Specified Rejection Matters*. Notwithstanding anything to the contrary herein, but without limitation of Section 4.1(h)(i), if either Party is permitted to pursue an Acquisition Opportunity for its own account pursuant to clause (B) of Sections 4.1(e)(i) or 4.1(e)(ii), as applicable, and, prior to the entry into of Definitive Acquisition Agreements in respect of such Acquisition Opportunity, such Party becomes aware of any materially positive change(s) in, or materially positive development(s) with respect to, any applicable Specified Rejection Matters with respect to such Acquisition Opportunity (as determined in good faith by such Party), then the provisions of Sections 4.1(e)(iii)(A) and 4.1(e)(iii)(B) shall apply thereto *mutatis mutandis*, as applicable; *provided*, *however*, that if, at the time such Party becomes aware of such materially positive change(s) or development(s), such Party has made material progress with a Third Party to jointly pursue such Acquisition Opportunity (as determined by such Party in good faith), the provisions of Sections 4.1(e)(iii)(A) and 4.1(e)(iii)(B) shall not apply unless such Party (A) thereafter ceases its joint pursuit with such Third Party of such Acquisition Opportunity for any reason and (B) desires to continue its pursuit of such Acquisition Opportunity.

4.2 Acquisition Tranches. For purposes of Reversions (as set forth in Section 4.3) and related calculations, DGOC shall in good faith group JV Interests together into tranches, with the first tranche including all JV Interests collectively acquired by the Parties in connection with Acquisition Opportunities that closed on or within approximately eighteen (18) months of the Execution Date and subsequent tranches grouping JV Interests together in a like manner based on Acquisition Opportunities that closed within subsequent approximate eighteen (18) month periods (each, an "***Acquisition Tranche***").

4.3 Reversions.

(a) *First BI Reversion*. With respect to any Acquisition Tranche, upon the first occurrence of an IRR Hurdle Achievement Point for such Acquisition Tranche (including, for purposes of clarity, as a result of DGOC's payment to Oaktree of an Acceleration Payment with respect to such Acquisition Tranche in accordance with Section 4.5), the Working Interest of the applicable members of the Oaktree Group in all of the Tranche JV Interests included in such Acquisition Tranche will automatically be deemed to be reduced to the Oaktree Reversionary Interest, and the Working Interest of the applicable members of the DGOC Group in all of such Tranche JV Interests will automatically be deemed to be increased to the DGOC Reversionary Interest (each such change in Working Interests, the "***First BI Reversion***"), which such First BI Reversion shall be effective as of the date on which (x) the IRR Hurdle Achievement Point first occurred for such Acquisition Tranche or (y) the date on which Oaktree received the applicable Acceleration Payment to Oaktree, as applicable (each such date, a "***First BI Reversion Date***").

(b) *Subsequent Record Title Reversion Reversal*. With respect to any Acquisition Tranche, if, at any time after the First BI Reversion Date or any Additional BI Reversion Date, as applicable, for such Acquisition Tranche, as a result of (x) subsequent Acquisition Costs with respect to Acquisition Assets or SOZ Assets included as Tranche JV Interests in such Acquisition Tranche and/or (y) subsequent capital expenditures paid or incurred by any member of the Oaktree Group in respect of the Tranche JV Interests included in such Acquisition Tranche, Oaktree's IRR for such Acquisition Tranche (as finally determined pursuant to Section 4.4) is less than 10.0% for two (2) consecutive Calendar Quarters (calculated as of the last day of each such Calendar Quarter), then the Working Interests of the applicable members of the Oaktree Group in such Tranche JV Interests will automatically be deemed to be increased to the Oaktree Initial Interest and the Working Interests of the applicable members of the DGOC Group in such Tranche JV Interests will automatically be deemed to be decreased to the DGOC Initial Interest (such change in Working Interests, a "***Subsequent RT Reversion Reversal***"), which such Subsequent RT Reversion Reversal shall be effective as of the last day of the applicable second Calendar Quarter for which the IRR for such Acquisition Tranche was calculated pursuant to this Section 4.3(b) (as applicable, the "***Subsequent RT Reversion Reversal Date***").

(c) *Additional BI Reversion*. With respect to any Acquisition Tranche, if an IRR Hurdle Achievement Point occurs for such Acquisition Tranche after a Subsequent Reversion Reversal Date, the Working Interests of the applicable members of the Oaktree Group in the Tranche JV Interests included in such Acquisition Tranche will automatically be deemed to be reduced to the Oaktree Reversionary Interest and the Working Interests of the applicable members of the DGOC Group in such Tranche JV Interests will automatically be deemed to be increased to the DGOC Reversionary Interest (such change in Working Interests, an "***Additional BI Reversion***"), which such Additional BI Reversion shall be effective as of the date on which such IRR Hurdle Achievement Point occurred for such Acquisition Tranche (the "***Additional BI Reversion Date***").

(d) *Subsequent Synthetic and Beneficial Reversion Reversal*. With respect to any Acquisition Tranche, if, at any time after the First BI Reversion Date or any Additional BI Reversion Date, as applicable, for such Acquisition Tranche, Oaktree's IRR for such Acquisition Tranche (as finally determined pursuant to Section 4.4) is less than 10.0% for two (2) consecutive Calendar Quarters (calculated as of the last day of each such Calendar Quarter), but would not result in a Subsequent RT Reversion Reversal under Section 4.3(b), then the Working Interests of the applicable members of the Oaktree Group in such Tranche JV Interests will automatically be deemed to be increased to the Oaktree Initial Interest and the Working Interests of the applicable members of the DGOC Group in such Tranche JV Interests will automatically be deemed to be decreased to the DGOC Initial Interest (such change in Working Interests, a "***Subsequent SB Reversion Reversal***" and, together with the Subsequent RT Reversion Reversals, each, a "***Subsequent Reversion Reversal***"), which such Subsequent SB Reversion Reversal shall be effective as of the last day of the applicable second Calendar Quarter for which the IRR for such Acquisition Tranche was calculated pursuant to this Section 4.3(d) (as applicable, the "***Subsequent SB Reversion Reversal Date***" and, together with the Subsequent RT Reversion Reversal Date, each, a "***Subsequent Reversion Reversal Date***").

(e) Synthetic Assignments.

(i) Notwithstanding anything to the contrary herein, the Parties acknowledge and agree that in connection with the occurrence of a Subsequent SB Reversion Reversal: (A) the Working Interests of the applicable members of the Oaktree Group in such Tranche JV Interests will be deemed to be increased to the Oaktree Initial Interest, (B) the Working Interests of the applicable members of the DGOC Group in such Tranche JV Interests will be deemed to be decreased to the DGOC Initial Interest, in each case solely for accounting and beneficial and contractual title purposes, (C) neither Party (or any of their respective Affiliates) shall have any obligation to execute, acknowledge or deliver an assignment or conveyance evidencing such Subsequent SB Reversion Reversal and (D) the Parties shall (and shall cause their respective Affiliates to) cooperate in good faith with one another and use their respective commercially reasonable efforts to ensure that (1) the applicable members of the Oaktree Group that own an interest in such Tranche JV Interests receive the applicable benefits, and bear the applicable burdens, associated with such Tranche JV Interests in an amount equal to the Oaktree Initial Interest (even though, from a record title standpoint, such members of the Oaktree Group then own an interest in such Tranche JV Interests equal to the Oaktree Reversionary Interest) and (2) the applicable members of the DGOC Group that own an interest in such Tranche JV Interests receive the applicable benefits, and bear the applicable burdens, associated with such Tranche JV Interests in an amount equal to the DGOC Initial Interest (even though, from a record title standpoint, such members of the DGOC Group then own an interest in such Tranche JV Interests equal to the DGOC Reversionary Interests).

(ii) Notwithstanding anything to the contrary herein, the Parties acknowledge and agree that, if at any time following the occurrence of a Subsequent SB Reversion Reversal with respect to any Tranche JV Interests, but prior to the occurrence of an Additional BI Reversion with respect to such Tranche JV Interests, either Party (or any of their respective applicable Affiliate(s)), Transfers any interest in or to any such Tranche JV Interests pursuant to Article 9, then, immediately prior to giving effect to such Transfer, each Party (or their respective applicable Affiliates) shall execute, acknowledge and deliver to one another an assignment substantially in the form of the Assignment (modified to reflect the applicable Working Interests being assigned), effective as of the applicable Subsequent Reversion Reversal Date and conveying the applicable Working Interest to the applicable Party (and/or its applicable Affiliate(s)) so as to reflect the occurrence of such Subsequent SB Reversion Reversal from a record title standpoint.

(f) *Instruments of Assignment*.

(i) Upon the occurrence of (x) a First BI Reversion, (y) any Additional BI Reversion that occurs immediately following a Subsequent RT Reversion Reversal with respect to the applicable Tranche JV Interests or (z) a Subsequent RT Reversion Reversal, the Parties shall (and shall cause their respective Affiliates to), in each case, execute, acknowledge and deliver (A) an assignment substantially in the form of the Assignment (modified in a manner that is mutually agreed upon by the Parties to reflect, among other things, the applicable Working Interests in and to the applicable JV Interests being assigned), effective as of the applicable Reversion Date and conveying the applicable Working Interest to the applicable Party (and/or its applicable Affiliate(s)), and (B) letters-in-lieu, revised division orders, lien or mortgage releases and any other documents or instruments reasonably necessary to document and give effect to such Reversion.

(ii) If a Party or its applicable Affiliate fails to execute and deliver any assignments or other documents and instruments described in Section 4.3(f)(i) within 15 Business Days following the occurrence of any applicable Reversion giving rise to such obligation thereunder, then (A) the failing Party shall be liable for all costs and expenses (including reasonable attorneys' fees) incurred by the other Party in enforcing its rights under Section 4.3(f)(i), and (B) the other Party is hereby authorized to execute, acknowledge and file of record (at the failing Party's sole cost) an instrument (which will be effective without the need for execution thereof by both Parties), acknowledging that the applicable Reversion has occurred and that the Parties' Working Interests have changed as required by such Reversion.

(g) *SOZ Assets*. For the avoidance of doubt, the provisions of this Section 4.3 shall apply to all SOZ Assets which constitute JV Interests.

4.4 IRR Calculation.

(a) *IRR Statement*. If either Party believes in good faith that a Reversion has occurred with respect to an Acquisition Tranche, then such Party (the "***IRR Calculator***") shall deliver to the other Party (the "***IRR Calculation Recipient***") a written statement (the "***IRR Statement***") which shows the date on which the IRR Calculator believes such Reversion occurred and such Party's calculation thereof, together with all supporting documentation reasonably needed to confirm its calculations.

(b) *IRR Dispute Notice*. As soon as reasonably practicable, and in any event within fifteen (15) Business Days after receipt of any IRR Statement (the "***IRR Dispute Deadline***"), the IRR Calculation Recipient shall deliver to the IRR Calculator a written report setting forth, with reasonable supporting details, an explanation of, and reasons for, the IRR Calculation Recipient's proposed changes to such IRR Statement (if any) (an "***IRR Dispute Notice***"); *provided*, that any changes to such IRR Statement as initially prepared by the IRR Calculator that are not included in such IRR Dispute Notice shall be deemed waived, and in such event the IRR Calculator's determinations with respect to all such adjustments in such IRR Statement not addressed in such IRR Dispute Notice shall prevail; and *provided*, *further*, that if the IRR Calculation Recipient fails to deliver an IRR Dispute Notice to the IRR Calculator prior to the IRR Dispute Deadline containing changes the IRR Calculation Recipient proposes to be made to such IRR Statement, then such IRR Statement, the Reversion, the Reversion Date and the IRR calculation proposed therein by such IRR Calculator shall be final and binding on the Parties. Notwithstanding anything to the contrary herein, the Parties shall, until the IRR Dispute Deadline, use their respective commercially reasonable efforts to cooperate in good faith with one another to resolve any matters set forth in an IRR Dispute Notice in a mutually agreeable manner as promptly as practicable following the IRR Calculation Recipient's delivery thereof to the IRR Calculator.

(c) *Accounting Arbitration*.

(i) If the Parties are unable to mutually resolve the matters addressed in an IRR Dispute Notice, if any, within thirty (30) Business Days after the delivery of such IRR Dispute Notice, then Parties shall engage the Houston, Texas office of BDO USA LLC, or such other Person as the Parties may mutually select (such Person as selected pursuant to the foregoing, the "***Accounting Arbitrator***"), to resolve the matters addressed in the IRR Dispute Notice.

(ii) If BDO USA LLC declines to serve as the Accounting Arbitrator, then the Parties shall meet within two (2) Business Days to agree on a replacement independent national accounting firm to serve as Accounting Arbitrator; *provided*, that if the Parties are unable to agree on an independent national accounting firm to serve as the Accounting Arbitrator within seven (7) Business Days after BDO USA LLC declines to serve as Accounting Arbitrator, either Party may refer the matter to the Houston, Texas office of the American Arbitration Association, who shall appoint an independent national accounting firm to serve as Accounting Arbitrator within five (5) Business Days after such referral.

(iii) Within five (5) Business Days of the appointment of the Accounting Arbitrator (and the acceptance of such appointment by such Accounting Arbitrator), each Party shall summarize its positions with regard to such dispute in a written document of 20 pages or less and submit such summaries to the Accounting Arbitrator together with such IRR Dispute Notice, the applicable IRR Statement and any other documentation such Party may desire to submit.

(iv) Within twenty (20) Business Days after receiving the Parties' respective submissions, the Accounting Arbitrator shall render a decision choosing either DGOC's position or Oaktree's position with respect to each matter addressed in any IRR Dispute Notice, based on the materials submitted to the Accounting Arbitrator as described above.

(v) Any decision rendered by the Accounting Arbitrator pursuant to this Section 4.4(c) with respect to any disputed matter addressed in an IRR Dispute Notice shall be final, conclusive and binding on each of the Parties and will be enforceable against the Parties in any court of competent jurisdiction. The costs of the Accounting Arbitrator shall be borne by equally by the Parties; *provided*, *however*, that each Party shall bear its own legal costs and other expenses of presenting its case to the Accounting Arbitrator.

4.5 Acceleration Payment.

(a) At any time following the closing of the acquisition of the initial Tranche JV Interests acquired with respect to any Acquisition Tranche, DGOC shall have the right, but not the obligation, to make a cash payment to Oaktree with respect to such Acquisition Tranche, in an amount equal to the greater of (i) the amount necessary for the IRR Hurdle Achievement Point to occur for such Acquisition Tranche and (ii) the amount necessary to cause the MOIC of Oaktree to be 1.30x for such Acquisition Tranche (such cash payment, the "***Acceleration Payment***"). If DGOC has determined that it will make an Acceleration Payment, DGOC will endeavor to provide Oaktree with reasonable advance notice thereof, though DGOC's failure to provide any such advance notice shall not limit DGOC's right to make such Acceleration Payment at whatever time it may elect or otherwise obligate DGOC to make such Acceleration Payment on a particular date or otherwise, including if DGOC, in its sole discretion, subsequently determines not to make such Acceleration Payment.

(b) Subject to, and without limitation of, the other terms and conditions set forth in this Article 4, upon Oaktree's receipt of an Acceleration Payment with respect to an Acquisition Tranche, the Working Interest of the applicable members of the Oaktree Group in the Tranche JV Interests included in such Acquisition Tranche will automatically be deemed to be reduced to the Oaktree Reversionary Interest and the Working Interest of the applicable members of the DGOC Group in the Tranche JV Interests included in such Acquisition Tranche will automatically be deemed to be increased to the DGOC Reversionary Interest.

(c) As promptly as reasonably practicable following Oaktree's receipt of an Acceleration Payment with respect to an Acquisition Tranche (but, in any event, not later than three (3) Business Days thereafter), Oaktree shall (or shall cause its applicable Affiliate(s) to) use commercially reasonable efforts (without any obligation to incur any out-of-pocket expenses or provide any consideration in connection therewith) to enter into offsetting Hedges with respect to all applicable existing Permitted Hedges in an amount equal to fifteen percent (15%) of the aggregate value of all such existing Permitted Hedges (on a pro rata basis across such existing Permitted Hedges) with respect to the Tranche JV Interests of Oaktree and its Affiliates for such Acquisition Tranche (such applicable Permitted Hedges (or applicable pro rata portions thereof), as applicable, "***AP Existing Permitted Hedges***"; such offsetting Hedges, "***Offsetting Hedges***"), if, and solely to the extent, that Oaktree determines in good faith that (i) it is practicable to enter into Offsetting Hedges with respect to such AP Existing Permitted Hedges and (ii) if it is practicable, such Offsetting Hedges are reasonably available from Oaktree's (or its applicable Affiliates') counterparty(ies) to such AP Existing Permitted Hedges on commercially reasonable terms. Notwithstanding anything to the contrary in this Agreement or otherwise, the Parties acknowledge and agree that the amount(s) of (A) any out-of-pocket costs or expenses that are paid or incurred and/or (B) any proceeds received, as applicable, by Oaktree (or any of its Affiliates) in connection with any applicable Offsetting Hedges (including, for purposes of clarity, entering into any such Offsetting Hedges) pursuant to this Section 4.5(c) shall be deemed to constitute Termination Settlements and/or Termination Proceeds, as applicable, for all purposes under this Agreement (including, for purposes of clarity, Section 4.5(d)) with respect to the applicable Acceleration Payment and Acquisition Tranche.

(d) If Oaktree (or any of its applicable Affiliates) does not enter into an Offsetting Hedge with respect to any applicable AP Existing Permitted Hedge pursuant to Section 4.5(c), then, as promptly as reasonably practicable following Oaktree's receipt of an Acceleration Payment with respect to an Acquisition Tranche, Oaktree shall (or shall cause its applicable Affiliate(s) to) settle, terminate, liquidate, and/or unwind any applicable AP Existing Permitted Hedges with respect to the Tranche JV Interests of Oaktree and its Affiliates for such Acquisition Tranche, and, as promptly as practicable thereafter, Oaktree shall deliver written notice to DGOC describing such settled, terminated, liquidated and/or unwound AP Existing Permitted Hedge(s) and the amount of any Termination Settlements and Termination Proceeds, incurred or received, as applicable, by Oaktree or its applicable Affiliate(s) in connection therewith, together with reasonable supporting documentation in respect thereof. If the aggregate amount of Termination Proceeds exceeds the aggregate amount of Termination Settlements, then, as promptly as practicable thereafter, Oaktree shall pay to DGOC or its designee the amount of such excess. If, however, the aggregate amount of Termination Settlements exceeds the aggregate amount of Termination Proceeds, then DGOC shall pay to Oaktree or its designee the amount of such excess. Any such payment shall be made by Oaktree or DGOC, as applicable, within ten (10) Business Days following delivery of Oaktree's notice. Notwithstanding the foregoing provisions of Section 4.5(c) or this Section 4.5(d), if the Parties and the applicable AP Existing Permitted Hedge counterparty(ies) mutually agree in writing in advance of DGOC's payment of the applicable Acceleration Payment to Oaktree, DGOC may elect for Oaktree to novate to DGOC the applicable AP Existing Permitted Hedge(s) in respect of the applicable Tranche JV Interests related to the applicable Reversion triggered by such Acceleration Payment in lieu of Oaktree (or its applicable Affiliate(s)) (x) entering into Offsetting Hedges with respect to such AP Existing Permitted Hedges pursuant to Section 4.5(c) or (y) settling, terminating, liquidating and/or unwinding such AP Existing Permitted Hedge(s). Any fees related to such novation shall be borne equally by both DGOC and Oaktree.

(e) With respect to any Acquisition Tranche for which DGOC has made an Acceleration Payment pursuant to this Section 4.5, if Oaktree's IRR (taking into account the effect of the Acceleration Payment on the calculation of such IRR) for such Acquisition Tranche (as finally determined pursuant to Section 4.3(a)) is greater than or equal to 10.0% as of the last day of the Calendar Quarter immediately following the Calendar Quarter in which such Acceleration Payment was made, then the First BI Reversion or Additional BI Reversion, as applicable, which occurred as a result of such Acceleration Payment shall be deemed final such that there shall be no further Reversions under this Agreement in respect of the Tranche JV Interests included in such Acquisition Tranche; *provided* that, notwithstanding the foregoing, if, as a result of (x) subsequent Acquisition Costs with respect to Acquisition Assets or SOZ Assets included as Tranche JV Interests in such Acquisition Tranche and/or (y) subsequent capital expenditures paid or incurred by any member of the Oaktree Group in respect of the Tranche JV Interests included in such Acquisition Tranche, Oaktree's IRR for such Acquisition Tranche (as finally determined pursuant to Section 4.4) is less than 10.0% for two (2) consecutive Calendar Quarters (calculated as of the last day of each such Calendar Quarter) following such time as such Acceleration Payment was made, then a Subsequent RT Reversion Reversal as provided in Section 4.3(b) shall be deemed to have occurred with respect to such Acquisition Tranche, and, from and after such time, the terms and provisions of Section 4.3 shall govern and control in respect of any subsequent Reversions applicable to such Acquisition Tranche.

4.6 Assignment Payment. With respect to any Acquisition Tranche, if (a) any member of the Oaktree Group Transfers any Tranche JV Interests included in such Acquisition Tranche to a Third Party and DGOC consented to such Transfer (if required pursuant to this Agreement) but declined to exercise its applicable rights under Section 9.3 or Section 9.4 (if available to DGOC), (b) the Oaktree Transfer Net Proceeds to be received by such member of the Oaktree Group on account of such Transfer will cause the IRR Hurdle Achievement Point to occur for such Acquisition Tranche and (c) either (i) the First BI Reversion has not occurred for such Acquisition Tranche or (ii) the First BI Reversion and a Subsequent Reversion Reversal have occurred for such Acquisition Tranche, but an Additional BI Reversion for such Acquisition Tranche has not occurred after such Subsequent Reversion Reversal, then, immediately after the closing of such Transfer, Oaktree shall make a cash payment to DGOC in an amount equal to the product of (x) 0.07125 *multiplied by* (y) the difference of (i) the Oaktree Transfer Net Proceeds which the applicable member of the Oaktree Group received in connection with the Transfer of such Tranche JV Interests *minus* (ii) the amount necessary for the IRR Hurdle Achievement Point to occur for such Acquisition Tranche.

ARTICLE 5
OPERATIONS

5.1 Operator.

(a) DGOC or its Affiliate designee (as applicable, the "***DGOC Operator***") will be appointed "operator" of all JV Interests for which a Third Party is not already designated as operator (in such capacity, "***Operator***"), hereunder and under each DGOC/Oaktree JOA; *provided*, that (i) the DGOC Operator may Transfer operatorship of any JV Interests to an Affiliate of DGOC (in which case DGOC shall deliver notice thereof to Oaktree prior to effecting such Transfer), (ii) if DGOC does Transfer operatorship of any JV Interests to an Affiliate of DGOC, such Affiliate will assume the obligations of DGOC under this Agreement or any Associated Agreement to the extent related to DGOC's status as operator of such JV Interests; *provided*, that (A) no such Transfer shall be effective until such Affiliate agrees in writing to be bound by the terms and conditions of this Agreement and any applicable Associated Agreement to the extent applicable to DGOC's status as operator of such JV Interests; and (B) unless Oaktree is satisfied (as determined in its reasonable discretion) with the creditworthiness of the transferee Affiliate of DGOC, no such Transfer will relieve DGOC of any of its or its Affiliates' obligations under this Agreement or any Associated Agreement in respect of DGOC's status as operator of the relevant JV Interests, and DGOC will remain primarily liable for all such obligations, whether incurred before or after such Transfer, (iii) except as otherwise expressly permitted under sub-clause (i) or (iv) of this Section 5.1(a) (or with Oaktree's prior written consent (which may be withheld in its sole discretion)), no DGOC Operator shall resign as Operator of any of the JV Interests under this Agreement or any applicable JOA or otherwise hire a Third Party as a contract operator of any of the JV Interests and (iv) the DGOC Operator may Transfer operatorship of any particular JV Interest to a Third Party in connection with a permitted Transfer by DGOC (or the applicable member of the DGOC Group) to such Third Party of all (or substantially all) of its right, title, interest and estate in and to such particular JV Interest pursuant to Article 9. Oaktree shall vote for and otherwise support the nomination and selection of the applicable DGOC Operator or its permitted transferee as Operator or, if requested in writing by DGOC, any permitted transferee of a member of the DGOC Group, under any JOA or pooling order, unless Oaktree then has the right to remove (or has removed) the DGOC Operator as Operator as to a specific JV Well or JV Wells in accordance with Section 5.1(b). Notwithstanding anything to the contrary in this Agreement or otherwise, DGOC shall (and shall cause any other applicable DGOC Operator to) use commercially reasonably efforts to not enter into or otherwise become a party to or subject to any pooling order that (x) would reasonably be expected to frustrate or restrict Oaktree's right to remove any applicable DGOC Operator as Operator as to any specific JV Well or JV Wells in accordance with Section 5.1(b) or (y) is otherwise inconsistent with the terms of this Agreement.

(b) Any applicable DGOC Operator may be removed as Operator of a JV Well on a Well- by-Well basis for Good Cause relating to such JV Well if (i) Oaktree delivers notice to DGOC of such alleged breach (which notice shall identify the JV Wells to which such breach applies) and (ii) the applicable DGOC Operator fails to cure such breach within 30 days from receipt of Oaktree's notice; *provided*, that with respect to any JV Well drilled pursuant to forced-pooling or unitization Laws, (x) any such removal of any DGOC Operator acting as Operator with respect to any such JV Well shall be in compliance with such applicable Laws and (y) DGOC (and such DGOC Operator) shall cooperate in good faith with Oaktree to ensure that such removal is conducted in compliance with such applicable Laws. Following its removal as Operator hereunder with respect to any JV Well, the applicable DGOC Operator shall, for a period of up to six (6) months following removal, continue acting as Operator of such JV Well in accordance with, and subject to the applicable terms set forth in Section 5.1(c) and in Article V.B. of the applicable DGOC/Oaktree JOA (and shall cooperate in good faith in connection with any transition of operatorship), subject to Oaktree agreeing to continue to pay DGOC the applicable COPAS overhead rates set forth in the applicable JOA with respect thereto.

(c) If any DGOC Operator is removed as Operator for any JV Well pursuant to Section 5.1(b), Oaktree shall have the right to designate a replacement Operator for such JV Well pursuant to the terms of the DGOC/Oaktree JOA; *provided*, that (i) such replacement Operator must be a Qualified Operator and (ii) with respect to any JV Well drilled pursuant to forced-pooling or unitization Laws, the designated of the replacement Operator shall be done in compliance with such applicable Laws.

(d) Subject to the terms of Section 5.1(e), the DGOC Operator may in its sole discretion enter into contracts for services or other agreements in connection with any Operations conducted by or at the direction of DGOC pursuant to, and in accordance with, this Agreement (including, for purposes of clarity, the applicable Operating Budget, or in case of an Emergency and for Excluded Budget Items) or any applicable JOA, which such agreements shall be on customary and competitive terms and conditions.

(e) In its capacity as Operator, the DGOC Operator may contract with its Affiliates to provide services, materials, sales or purchases in connection with Operations (in accordance with, and subject to, the applicable Operating Budget, and in the event of an Emergency or with respect to Excluded Budget Items); *provided*, that (i) no such contract or agreement shall restrict disclosure thereof to Oaktree, (ii) DGOC agrees to provide Oaktree with notice as soon as reasonably practicable following entering into any such Affiliate contract or agreement (or materially amending, modifying and/or supplementing any such contract or agreement), which notice shall include a true and complete copy of any such contract or agreement (including, for purposes of clarity, any material amendment, modification or supplementation of any such agreement or contract) and (iii) all services performed, materials supplied and transactions by or with any such Affiliates shall be performed or supplied pursuant to written agreements and in accordance with customs and standards prevailing in the industry and at competitive rates (no less favorable than the customary, prevailing commercial rates charged at that time for comparable services by non-Affiliates of DGOC in the same geographic region as the applicable JV Interests) and terms when each such pertinent agreement was made, it being acknowledged and agreed that the restrictions set forth in this clause (iii) shall apply regardless of whether Oaktree provides (or otherwise has the right to provide) prior written consent to the applicable Affiliate contract. Except in connection with an Emergency or Excluded Budget Items, the DGOC Operator shall not enter into any contract or group of substantially related contracts with any Affiliates pursuant to this Section 5.1(e) that could reasonably require expenditures by Oaktree that are not otherwise contemplated by the applicable Operating Budget without the prior written consent of Oaktree, which consent may be granted or withheld in Oaktree's sole discretion.

(f) The DGOC Operator shall, and shall cause its respective Affiliates to, use commercially reasonable efforts to conduct Operations (including entering into contracts for services or other agreements in connection with Operations) in such a manner so as to as to permit and facilitate an Asset Separation with respect to any applicable JV Interests, including, without limitation, receiving consents from applicable Third Parties to transfers of JV Interests and assignments of contracts, permits and other related assets, agreements and instrument from DGOC and other members of the DGOC Group, on the one hand, to Oaktree and other members of the Oaktree Group, on the other hand, and vice versa, including permitting Oaktree (or its applicable Affiliate) to succeed DGOC (or the applicable DGOC Operator) as Operator of any applicable Acquisition Assets under any applicable JOA.

(g) For purposes of this Agreement, "***Good Cause***" shall be deemed to exist with respect to an Operator with respect to a given JV Well only if such Operator (i) has, with respect to such JV Well, engaged in gross negligence or willful misconduct in the performance of its obligations under any applicable GC Provision(s) or the JOA applicable to such JV Well in its capacity as Operator with respect to such JV Well or (ii) has, with respect to such JV Well, (A) materially breached or failed to satisfy the applicable standards of operation set forth in any applicable GC Provision(s) or Article V.A. (or the equivalent provision) of the applicable JOA or (B) materially breached or failed to perform any of its material obligations under any applicable GC Provision(s) or the applicable JOA, that, in either case of sub-clause (A) or (B) above, has had, or would be reasonably likely to have a material and adverse effect on Oaktree, such JV Well or any of the JV Interests that are subject to this Agreement or the applicable JOA.

5.2 Operational Reports. In addition to any reports prepared under (or that may requested pursuant to) a JOA, the Operator shall provide such other Party with, or cause such other Party to be provided with, the following data and reports:

(a) within a reasonable period of time after the end of each Calendar Year, an engineering report regarding the JV Interests, which shall be prepared by an independent engineering firm;

(b) within sixty (60) days after the end of each Calendar Quarter, a description of the business activities that took place during such quarter, an operational plan for the upcoming quarter, a calculation of the IRR for each Acquisition Tranche at the end of such Calendar Quarter and a discussion of any material issues or events in connection with Operations; *provided*, that the Parties shall cooperate in good faith to provide each other with any and all information which is reasonably necessary in calculating each such IRR (in each case, if, and to the extent, such information is in such Party's (or any of its Affiliates') possession or control), and, in furtherance of the foregoing, Oaktree shall provide DGOC with (x) a monthly statement describing all Permitted Hedges in sufficient detail to allow DGOC to calculate the IRR and MOIC for each applicable Acquisition Tranche such month and (y) a quarterly statement of all costs and expenses that (1) were directly paid by any member of the Oaktree Group to any Person other than any member of the DGOC Group (or any of its Representatives) and (2) Oaktree determines in good faith should be accounted for in the calculation of the IRR and MOIC for the applicable Acquisition Tranche for such quarter;

(c) not later than thirty five (35) days following the end of each Calendar Month, lease operating statements with respect to the JV Interests operated by such Operator for such Calendar Month (which lease operating statements shall include all customary information, such as, for example, (x) gross and net production information, (y) gross and net realized prices and proceeds of production and (z) any amounts netted out of such proceeds of production);

(d) within a reasonable period of time after receipt, such other monthly financial and operating information as is provided to the Operator by Third Parties relating to the JV Interests; and

(e) at such other Party's sole cost and expense, such other data and reports regarding the JV Interests as such other Party may reasonably request and which Operator may provide to such other Party without violating any obligation of confidentiality owed to a Third Party;

provided, that notwithstanding the foregoing, to the extent any data or reports to be provided pursuant to this Section 5.2 are not available on a timely basis in respect of JV Interests which have been recently acquired by the Parties but not yet been incorporated into the applicable Operator's systems, and such unavailability results from the transition to such Operator's systems, then such Operator shall provide such data and reports and soon as reasonably practicable. Except for reports prepared pursuant to Section 5.2(e), all Third Party costs incurred by the Operator in preparing the data and reports or other information required pursuant to this Section 5.2 shall be borne by the Parties according to their then-applicable respective Working Interest Shares with respect to the relevant JV Interests.

5.3 Standard of Care; Liability of Operator.

(a) Each applicable Operator shall conduct all Operations with respect to the applicable JV Interests as a reasonable prudent operator, in a good and workmanlike manner, with due diligence and dispatch and in accordance with good oilfield practice, the terms and conditions of this Agreement (including, for purposes of clarity, each applicable Approved Operating Budget, subject to Section 6.2(e)), the applicable JOAs and all applicable Laws; *provided*, that notwithstanding anything herein to the contrary, but subject to, and without limitation of, the terms of this Section 5.3, in no event will any Operator serving as Operator hereunder or under any JOA have any liability for any Liabilities to the extent sustained or incurred in connection with any Operation or any other similar operation or activity carried out or performed in the capacity as Operator hereunder and prescribed or permitted hereunder or under any applicable JOA (such operations and activities, collectively "***OP Activities***") or any breach of any provision regarding the standard of performance of an operator in performing any such OP Activities under this Agreement or any applicable JOA (all such Liabilities, collectively, "***OP Liabilities***"), EVEN IF ANY SUCH OP LIABILITY AROSE IN WHOLE OR IN PART FROM THE ACTIVE, PASSIVE, SOLE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF OPERATOR, ITS AFFILIATES OR ANY OF THEIR REPRESENTATIVES, OTHER THAN IF SUCH OP LIABILITIES AROSE FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY MEMBER OF OPERATOR, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE REPRESENTATIVES; it being understood by each Party that any such OP Liabilities (other than those caused by the gross negligence or willful misconduct of Operator, its Affiliates or any of their respective Representatives), will be borne severally by the Parties (including the Operator if it owns an interest in any JV Interests) in proportion to their then-applicable respective interests in and to the applicable JV Interests that are subject to the applicable OP Activities giving rise to such OP Liabilities.

(b) For the avoidance of doubt and notwithstanding anything herein to the contrary, the foregoing provisions of this Section 5.3 shall not be deemed to apply with respect to obligations, covenants, agreements, actions or inactions of any Party or its Affiliates (including, for purposes of clarity, any Operator) under this Agreement or any Associated Agreement (or to limit or restrict any Liability attributable to, or arising from, any breach, violation of failure to comply with any such obligations, covenants or agreements, actions or inactions) that do not constitute OP Activities and/or OP Liabilities, including, for purposes of clarity, compliance with all other terms and conditions set forth in this Agreement, any Associated Agreement or any applicable Approved Operating Budget, including financial and payment obligations under this Agreement or any Associated Agreements (including, for purposes of clarity, obligations (x) to properly and timely disburse and/or remit any revenues and/or proceeds of production to the Parties (or their respective applicable Affiliate(s)) if they are the proper recipient(s) thereof and (y) not to mis-appropriate or use any funds paid or advanced by any Party or any of its Affiliates under this Agreement or any of the Associated Agreements in a manner that is not consistent with their intended purposes), the GC Provisions and the provisions set forth in Sections 2.5 and 2.6.

5.4 Joint Operating Agreements.

(a) *JOAs*. Prior to the date that is thirty (30) days following the Execution Date, the Parties shall cooperate in good faith to agree upon a form of joint operating agreement covering the Acquisition Assets to be acquired pursuant to any applicable Acquisition Opportunity (such mutually agreed form, the "***DGOC/Oaktree JOA***") and concurrently with, or promptly following, the Parties' mutual agreement to such form of the DGOC/Oaktree JOA, the Parties shall amend this Agreement to attach such mutually agreed form of the DGOC/Oaktree JOA as an Exhibit to this Agreement. Upon the closing of any Acquisition Opportunity in which each Party (or its respective applicable Affiliate) participates under the terms of this Agreement, the Parties will execute and deliver to each other a DGOC/Oaktree JOA and the memorandum of JOA attached thereto covering the Acquisition Assets acquired pursuant to such Acquisition Opportunity; *provided*, that DGOC may direct the Parties to enter into more than one (1) DGOC/Oaktree JOA and Memorandum of JOA with respect to such Acquisition Assets if DGOC determines in good faith that doing so is in the best interest of the Parties, whether due to the location of such Acquisition Assets or other relevant factors. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of a DGOC/Oaktree JOA, the terms of this Agreement shall prevail.

(b) *Third Party JOAs*.

(i) With respect to any JV Interests which (A) are subject to an existing operating agreement involving a Third Party as of the date on which DGOC and Oaktree or any of their respective Affiliates acquire an interest in such JV Interests, whether the Third Party is a non-operating Working Interest owner or is operator, or (B) thereafter become subject to an operating agreement executed by the Parties and one or more Third Parties (any such operating agreement described in clause (A) or (B), a "***Third Party JOA***"), in each case such JV Interests will be subject to and governed by such Third Party JOA in addition to being subject to and governed by the DGOC/Oaktree JOA (solely as between DGOC and Oaktree).

(ii) In the event any portion of the JV Interests are or become governed by a Third Party JOA, the terms of such Third Party JOA will control as between each applicable Third Party, on the one hand, and DGOC and Oaktree, on the other hand, but to the greatest extent practicable the DGOC/Oaktree JOA applicable to such JV Interests shall govern and control as between DGOC and Oaktree and their respective Affiliates.

(iii) If all of the Third Party Working Interests covered by a Third Party JOA are subsequently acquired by one or more of the Parties or their respective Affiliates (such that no Third Party thereafter owns or holds any Working Interests in or to any of the assets that are subject to such Third Party JOA), then such Third Party JOA will be superseded, terminated and replaced in its entirety by the DGOC/Oaktree JOA applicable to the JV Interests covered thereby, subject to the other terms of this Agreement.

(c) *Mortgage and Security Interests*. The mortgage and security interest under each JOA shall secure each Party's payment obligations to the other Party under this Agreement and the Associated Agreements with respect to all of such Party's interests in the applicable JV Interests.

(d) *Tax Partnership Agreement*. As between the Parties, each JOA shall be subject to the provisions of the Tax Partnership Agreement unless and until the applicability of such provisions terminates in accordance with the terms of the Tax Partnership Agreement.

(e) *Other Agreements*. The DGOC Operator will have the right from time to time to propose that the Parties enter into and amend joint operating agreements, unit agreements, pooling agreements and other similar agreements with Third Parties providing for the operation of all or any portion of the JV Interests on such terms and conditions as such Person, acting as a reasonably prudent operator, determines appropriate. Oaktree shall consider in good faith and promptly respond to such proposals from such Person; *provided*, however, that Oaktree shall have the right to accept or reject any such proposal in its sole discretion.

5.5 Hedging Matters. Each of Oaktree and DGOC (and/or any other applicable member of the Oaktree Group or the DGOC Group) shall have the right (but not the obligation) to enter into Hedges (for its own account) with respect to its applicable share of Hydrocarbons produced from or attributable to the JV Interests in its sole discretion. DGOC shall use commercially reasonable efforts and cooperate in good faith with Oaktree to provide Oaktree with any information, documentation or other assistance that Oaktree may reasonably request from time to time in connection with Oaktree's implementation and execution of any such Hedges, which such information, documentation or other assistance will be provided at the sole cost and expense of Oaktree.

5.6 Marketing Matters.

(a) *General Marketing Matters*.

(i) To the extent DGOC or any of its Affiliates markets any portion of DGOC's (or its applicable Affiliates') Hydrocarbon production from any of the JV Interests, DGOC or such applicable Affiliate(s) shall, subject to the right of the Oaktree Group to take in kind pursuant to Section 5.6(c), also market (or cause to be marketed) the Oaktree Group's applicable share of Hydrocarbon production from the JV Interests at no additional fee to DGOC or its Affiliates (other than, for purposes of clarity, any fee that is expressly and mutually agreed upon in writing by the Parties), and DGOC shall conduct such marketing in good faith and on an arms' length basis to Third Parties for a recurring term of mutually agreed duration that is less than or equal to one (1) year.

(ii) Without limitation of the foregoing, but subject to Section 5.6(b), DGOC shall cause the weighted average price paid to Oaktree for its share of Hydrocarbons produced from any JV Interests to not be less than the weighted average price paid to DGOC (or its applicable Affiliate) for DGOC's (or its applicable Affiliates') share of Hydrocarbons produced from any JV Interests, and, except to the extent approved in writing by Oaktree, Oaktree's share of Hydrocarbon production from such JV Interests shall be marketed on the same terms and conditions as DGOC's (or its Affiliates') share of Hydrocarbon production from such JV Interests.

(iii) DGOC covenants and agrees that it shall not intentionally or knowingly enter into (or cause or permit any of its Affiliates to enter into) any agreement or arrangement (or otherwise agree to any terms or conditions or modify any existing agreement or arrangement) with any Third Party in respect of the marketing, transportation, gathering, processing or treatment of any Hydrocarbon production in a manner that (x) provides a benefit to any member of the DGOC Group in respect of any assets of any member of the DGOC Group that do not constitute JV Interests and (y) detrimentally affects any member of the DGOC Group or Oaktree Group with respect to any JV Interests.

(b) Marketing Arrangements.

(i) DGOC shall not (nor shall of any of its Affiliates), without the prior written consent of Oaktree (such consent not to be unreasonably withheld or delayed), enter into any agreement or contract for the sale, exchange or other disposition, transportation, gathering, treating or processing of substances produced from or attributable to the Hydrocarbon production of any member of the Oaktree Group from the JV Interests that:

(A) commits to a fixed price for Hydrocarbons (except as required for daily balancing) covering a period of more than one (1) Calendar Month,

(B) in connection with the transportation, gathering, treating or processing of any such substances, commits to a fixed volume of Hydrocarbons or otherwise includes any minimum volume commitment or similar arrangement,

(C) commits to any drilling or development obligations,

(D) contains negative pricing differentials greater than those typically associated with Hydrocarbon production from the same field sold under arm's-length arrangements,

(E) commits or dedicates future Hydrocarbon production from any undeveloped JV Interests or

(F) obligates Oaktree (or any other member of the Oaktree Group) to provide to any counterparty to any marketing or similar agreement any security or credit support, in each case, unless such agreement or contract is terminable without penalty or cost on not more than thirty (30) days' prior written notice.

(ii) Notwithstanding anything to the contrary herein, if Oaktree does not provide its consent to DGOC to enter into any such contract, then Oaktree shall have the right to elect to take-in-kind its share of Hydrocarbons produced from the applicable JV Interests in accordance with Section 5.6(c) that would have otherwise been subject to or bound by such contract; *provided*, that, without limitation of Section 5.3, if Oaktree does not elect to take-in- kind its share of Hydrocarbons that are (or would have been) subject to any such contract, then no action or inaction by DGOC in marketing any portion of DGOC's (or its applicable Affiliates') Hydrocarbon production from any of the JV Interests, or any portion of Oaktree's (or its applicable Affiliates') Hydrocarbon production from any of the JV Interests, in each case, in accordance with such contract, shall be deemed to be in breach of Section 5.6(b)(i) solely as a result of DGOC (or its applicable Affiliate(s)) (x) entering into any such contract or (y) marketing any such Hydrocarbon production in accordance with any such contract.

(iii) For purposes of clarity, nothing in this Section 5.6(b) shall be deemed to limit or otherwise affect DGOC's ability to enter into any agreement or contract for the sale, exchange or other disposition, transportation, gathering, treating or processing of substances produced from or attributable to Hydrocarbon production from the JV Interests so long as it does not bind or otherwise affect Oaktree's or its Affiliates' share of Hydrocarbon production therefrom.

(c) *Oaktree Take-in-Kind Rights*. The Oaktree Group shall have the right to elect to take-in-kind its share of Hydrocarbons produced from any applicable JV Interests and separately market such Hydrocarbons for its own account by giving DGOC at least thirty (30) days' advance written notice of such election; *provided*, that such take-in-kind election shall be effective no earlier than the date on which the marketing arrangements existing as of the date of such election have terminated in accordance with their terms. DGOC and its Affiliates shall cooperate in good faith with the Oaktree Group in connection with facilitating the Oaktree Group's taking- in-kind; *provided*, *however*, that any incremental out-of- pocket costs and expenses to DGOC and its Affiliates that are attributable to such take-in-kind election and such cooperation will be the sole responsibility of Oaktree.

(d) *Security and Credit Support*.

(i) Without limitation of Section 5.6(b), if DGOC (or any of its Affiliates) markets any Hydrocarbon production of the Oaktree Group from or attributable to the JV Interests, none of Oaktree or any of its Affiliates shall be obligated to provide any security or credit support to any counterparty to any agreement or arrangement in respect of the marketing, transportation, gathering, processing or treatment of such Hydrocarbon production unless otherwise expressly agreed to in writing by Oaktree.

(ii) Without limitation of the foregoing, but subject to Section 5.6(d)(iii), if (A) DGOC (or any of its applicable Affiliates) will market any Hydrocarbon production of the Oaktree Group from or attributable to any JV Interests that are jointly acquired by the Parties (or their respective applicable Affiliates) in connection with an Acquisition Opportunity hereunder and (B) the Parties have mutually agreed in writing that, as a result of or in connection therewith, DGOC (or its applicable Affiliate) will be obligated to (1) provide any security or credit support to any counterparty to any agreement or arrangement in respect of the marketing, transportation, gathering, processing or treatment of such Hydrocarbon production or (2) pay any additional firm transportation fees to any such counterparty in respect of such Hydrocarbon production, then Oaktree shall reimburse DGOC, on a monthly basis, for Oaktree's applicable Working Interests Share of (x) any costs or expenses actually paid by DGOC (or any of its applicable Affiliates) in connection with providing such security or credit support and/or (y) such firm transportation fees.

(iii) Notwithstanding Section 5.6(d)(ii), if any such security, credit support or firm transportation fees cover, or relate to, any Hydrocarbon production from or attributable to any assets, properties or interests other than such applicable JV Interests, then Oaktree shall only be obligated to reimburse DGOC (or its applicable Affiliate(s)), on a monthly basis, for a portion of such applicable costs, expenses and/or fees that is equal to the product of (A) the total amount of such applicable costs, expenses and/or fees that are actually paid by DGOC (or any of its applicable Affiliates) *multiplied by* (B) the quotient of (1) the aggregate volume of Oaktree's (or its applicable Affiliates') Hydrocarbons that are (x) marketed by DGOC (or its applicable Affiliate), (y) subject to the applicable agreement or arrangement and (z) utilizing throughput on the applicable midstream asset(s) or system(s) during the applicable month, *divided by* (2) the aggregate volume of all Hydrocarbons that are (x) subject to the applicable agreement or arrangement and (y) utilizing throughput on the applicable midstream assets(s) or system(s) during the applicable month (inclusive of, for purposes of clarity, Oaktree's (or its applicable Affiliates') applicable volumes of such Hydrocarbons).

(iv) For purposes of clarity, the Parties acknowledge and agree that if, and to the extent, Oaktree is obligated to reimburse DGOC (or any of its Affiliates) for any costs, expenses or fees under this Section 5.6(d), such costs, expenses and fees shall be deemed to constitute Operating Costs for all purposes under this Agreement.

(v) The Parties will account to one another in good faith consistent with the terms of this Section 5.6(d).

(vi) Notwithstanding anything herein to the contrary, if an Asset Separation occurs with respect to any JV Interests which are subject to any firm transportation obligations, the Party who elects or is deemed to have elected to receive the AS Package containing such JV Interests shall assume all obligations and Liabilities in respect of such firm transportation obligations to the extent relating to such JV Interests.

ARTICLE 6
OPERATING COMMITTEE; OPERATING BUDGETS

6.1 Operating Committee.

(a) The Parties hereby establish an "***Operating Committee***" to govern the acquisition of Target Assets and establish budgets with respect to Operations upon the JV Interests. The Operating Committee shall be comprised of four (4) committee members (each, a "***Committee Member***"), two (2) of which shall be appointed by DGOC and two (2) of which shall be appointed by Oaktree; *provided*, that each Party's Committee Members shall act as a single body for purposes of any matter requiring a vote and shall be required to jointly vote for or against any such matter. Each Party shall have the right to change its Committee Members at any time by giving notice of such change to the other Party. The size of the Operating Committee cannot be changed without the prior written consent of DGOC and Oaktree.

(b) Unless otherwise set forth herein or agreed to by the Parties in writing, the Operating Committee will meet (an "***Operating Committee Meeting***") at least once every Calendar Quarter during normal business hours at a time and date proposed by the DGOC Operator on not less than five (5) Business Days prior notice, either in person or via teleconference or videoconference, to review and discuss (i) Acquisition Opportunities presented by DGOC under Section 4.1(a), the valuation of the Acquisition Assets related thereto and bid and proposal strategies in connection therewith, including any Initial Acquisition Budget with respect to such Acquisition Assets, (ii) the progress of Operations, (iii) technical issues, (iv) planned Operations, (v) status of each applicable Operating Budget and (vi) such other matters as may be reasonably requested by any Party. Either Party may call a special meeting of the Operating Committee by providing notice to the other Party no less than five (5) Business Days prior to the date on which such Party desires for the special meeting to occur; *provided* that, with respect to any special Operating Committee Meeting called to evaluate, discuss and vote on an Acquisition Opportunity presented by DGOC pursuant to Section 4.1, such Operating Committee Meeting shall be held at a date and time determined by DGOC in its sole discretion (on at least forty-eight (48) hours prior notice), so long as such date is no sooner than five (5) Business Days after the delivery by DGOC of the applicable Acquisition Notice.

(c) Any matter that is to be voted on, consented to, determined by or approved by the Operating Committee shall be determined by the unanimous approval of the Committee Members present at an Operating Committee Meeting at which at least one (1) Committee Member from each Party is present (whether in person or by teleconference, videoconference or otherwise); *provided*, that if a Committee Member is not present at an Operating Committee Meeting but the other Committee Member appointed by the same Party is present, such present Committee Member for such Party shall hold the proxy of such absent Committee Member for such Party for all purposes at such Operating Committee Meeting, including quorum and voting purposes; and *provided*, *further*, that if (i) two (2) consecutive Operating Committee Meetings with respect to the same transaction of business are duly called and (ii) neither Committee Member representing a Party attends either such Operating Committee Meeting (whether in person or by teleconference, videoconference or otherwise), then attendance by such Committee Members shall not be required for a quorum to be constituted at such second Operating Committee Meeting, and the other Party's Committee Members shall have the sole right to approve the matters for which such Operating Committee Meeting was called. Subject to the foregoing, a quorum must exist at all times of an Operating Committee Meeting, including the reconvening of any Operating Committee Meeting that has been adjourned, for any action taken at such Operating Committee Meeting to be valid.

(d) The meetings and votes of the Operating Committee shall be reported in minutes, which shall state the date, time and place of the Operating Committee Meeting, the Committee Members present at the meeting, the matters put to a vote and the results of such vote. A copy of such minutes shall be provided to the other Party upon request.

(e) The Operating Committee shall only be entitled to vote upon and approve or reject Acquisition Opportunities and Operating Budgets. With respect to all other matters concerning the JV Interests, the Operating Committee will solely serve in an advisory capacity with respect thereto. For the avoidance of doubt, the Operating Committee will not have the right to direct or control Operations or other operations relating to the JV Interests other than through the approval, rejection or modification of Operating Budgets applicable to or governing such Operations and/or other operations relating the JV Interests.

(f) The Parties and their Representatives, including the members of the Operating Committee, shall keep confidential all information relating to Acquisition Opportunities in accordance with Article 8.

6.2 Operating Budgets.

(a) Upon the closing of an Acquisition Opportunity approved by the Operating Committee that each Party (or their respective applicable Affiliates) participate in pursuant to this Agreement, the Initial Acquisition Budget prepared for such Acquisition Opportunity pursuant to Section 4.1(a)(iv) (as such may have been amended, modified, supplemented and/or updated by the mutual written agreement of the Parties at any time following the date on which such Initial Acquisition Budget was initially prepared and delivered to Oaktree by DGOC) shall be deemed approved by the Operating Committee.

(b) Prior to November 15 of the Calendar Year in which the First Acquisition Date occurs and of each Calendar Year thereafter, DGOC shall prepare in good faith and submit to Oaktree a separate proposed budget for the subsequent Calendar Year for each Acquisition Tranche (each, an "***Operating Budget***"); *provided*, that Operating Budgets need not include expenditures related to regulatory requirements and obligations, Fixed Land Costs, environment and health and safety costs or Taxes (other than Asset Taxes) (all such excluded expenditures, the "***Excluded Budget Items***") or Emergency Costs.

(c) No later than December 10 of each Calendar Year in which a proposed Operating Budget is prepared and submitted to Oaktree, the Operating Committee shall meet to discuss each such proposed Operating Budget and any changes or revisions which the Committee Members desire to make to such proposed Operating Budget, and shall in good faith discuss any such changes or revisions. If the Committee Members unanimously agree on a proposed Operating Budget, it shall be an "***Approved Operating Budget***" (and for the avoidance of doubt, each Initial Acquisition Budget shall also be an Approved Operating Budget (as such Initial Acquisition Budget may have been revised pursuant to Section 6.2(a)) and incorporated into the applicable Approved Operating Budget for the relevant Acquisition Tranche). If the Committee Members are not able to unanimously agree on an Operating Budget for an Acquisition Tranche within 30 Business Days of Oaktree's receipt of DGOC's proposed Operating Budget for such Acquisition Tranche, the Operating Committee will be deemed to have rejected such proposed Operating Budget.

(d) If the Operating Committee does not approve, or is deemed to have rejected, a proposed Operating Budget for an Acquisition Tranche, then the Operating Committee shall be deemed to have approved an Operating Budget for such Acquisition Tranche for the applicable upcoming Calendar Year in an amount equal to 110% of the then-applicable Approved Operating Budget for such Acquisition Tranche, together with any approved Initial Acquisition Budget(s) for any Acquisition Assets added to such Acquisition Tranche during such Calendar Year, in each case for the preceding Calendar Year (each such deemed approved Operating Budget, a "***Default Operating Budget***"), excluding, in each case, any extraordinary and/or non-recurring items included in the applicable Approved Operating Budget. Any Default Operating Budget deemed approved by the Operating Committee pursuant to this Section 6.2(d) shall, for so long as such Default Operating Budget is in effect, be considered an "Approved Operating Budget" for all purposes of this Agreement.

(e) With respect to any applicable Approved Operating Budget and any Excluded Budget Items or Emergency Costs:

(i) the Parties shall not have the right to make any non-consent election under any JOA or to otherwise elect not to participate with respect to any Operation contemplated thereby;

(ii) each Party shall (and shall cause any Operator appointed by such Party and each other Affiliate of such Party that owns any interest in any of the JV Interests to) use its and their respective commercially reasonable efforts to propose and conduct all Operations in accordance with, and solely to the extent contemplated by, such Approved Operating Budget, except for Excluded Budget Items and Emergency Costs; *provided*, that notwithstanding anything to the contrary in Section 5.3 or any other provision of this Agreement or any Associated Agreements, so long as (A) any Operator appointed by such Party is using its respective commercially reasonable efforts to propose and conduct all Operations in accordance with, and solely to the extent contemplated by, such Approved Operating Budget (other than with respect to Excluded Budget Items and Emergency Costs) and (B) such Operator does not incur any capital expenditures not contemplated by such Approved Operating Budget (other than with respect to Excluded Budget Items, Emergency Costs and capital expenditures otherwise approved by each of the Parties (or their respective applicable Affiliates)), then, with respect to amounts incurred that exceed the amounts set forth in such Approved Operating Budget: (x) none of the Parties, their Affiliates or the Operator shall be in breach of the standard of care set forth in Section 5.3 to the extent such breach is caused by such amounts being in excess of the amounts set forth in such Approved Operating Budget, (y) Good Cause shall not be deemed to exist in respect of the applicable Operator to extent caused by such amounts being in excess of the amounts set forth in such Approved Operating Budget and (z) without limitation of the foregoing (x) and (y), the Parties and their respective Affiliates shall pay their respective Working Interest Shares of all such amounts incurred by such Operator for the joint account of the Parties and/or their Affiliates, whether or not such amounts are in excess of those contemplated by the Approved Operating Budget; and

(iii) the Operator shall be exclusively authorized to propose and conduct any Operations covered by such Approved Operating Budget (or in connection with such Excluded Budget Items or Emergency Costs) for the account of DGOC and Oaktree (or their respective Affiliates) under the relevant JOA; *provided*, that to the extent any such Operation is contemplated under a Third Party JOA, the Operator shall propose such Operation to the Third Parties that are party thereto accordance with the terms of such Third Party JOA, but the Operator need not re-propose such operation to the Parties or their Affiliates.

In addition to the foregoing, notwithstanding anything herein or in any relevant JOA to the contrary, each Party shall cause any Operator appointed by such Party and each Affiliate of such Party that owns any JV Interests not to, without the prior written consent of Oaktree (which may be withheld in its sole discretion) propose or elect to participate in any Operation with respect to any JV Interests that is not contemplated by the applicable Approved Operating Budget (except for Excluded Budget Items or Emergency Costs) with respect to the applicable JV Interests, unless such Operation was proposed by a Third Party Operator who is not an Affiliate of DGOC and was not appointed by Oaktree.

(f) If the Committee Members are not able to unanimously agree on an Operating Budget for an Acquisition Tranche for two (2) or more consecutive Calendar Years, either Party may elect to terminate this Agreement by providing notice to the other Party.

(g) For the avoidance of doubt, and notwithstanding anything to the contrary in this Agreement or any Associated Agreement, the Operator is expressly authorized to make expenditures and incur liabilities for the joint account of the Parties without prior authorization or approval from the Oaktree Group when necessary or advisable, as determined by such Operator in good faith, (i) with respect to Excluded Budget Items and (ii) in connection with an the occurrence of an Emergency (such Emergency-related costs, "***Emergency Costs***"), and to take all such actions as it may deem advisable and necessary in connection therewith. Notwithstanding the foregoing, (A) DGOC shall, as soon as practicable following the occurrence of an Emergency, provide notice to Oaktree of the nature of such Emergency, the measures it (or the Operator) has taken or intends to take in respect of such Emergency, and the estimated Emergency Costs related thereto, which shall be borne by the Parties in accordance with their respective Working Interest Shares in the applicable JV Interests, and (B) to the extent that Oaktree has paid its applicable Working Interest Share of the costs of the applicable insurance and to the extent that any applicable insurance proceeds are paid to any member of the DGOC Group, DGOC shall, as promptly as is reasonably practicable following the receipt thereof, pay to Oaktree its applicable Working Interest Share of such insurance proceeds related to any Emergency Costs that are paid or otherwise economically borne by any member of the Oaktree Group and all such insurance proceeds actually received by the Oaktree Group shall be included in the calculation of IRR or, in the case of MOIC, the cumulative net revenues for the applicable Acquisition Tranche.

(h) For the avoidance of doubt and notwithstanding anything herein to the contrary (including Section 5.3), but without limitation of Section 6.2(g), nothing in this Agreement is intended to limit Operator's right to conduct Operations with respect to Emergencies or Excluded Budget Items.

ARTICLE 7
PAYMENT OBLIGATIONS

7.1 Acquisition Costs. Unless otherwise agreed by the Parties, Acquisition Costs shall be paid by each Party (or their respective applicable Affiliate(s)) directly to the Acquisition Opportunity Seller in accordance with Section 4.1(c)(iii).

7.2 Operating Costs. Subject to, and without limitation of, Section 6.2(e) and the other applicable terms and conditions set forth in this Agreement and the Associated Agreements, each Party shall, in accordance with Section 7.3, pay its Working Interest Share of all (a) Operating Costs that have been incurred in accordance with the applicable Approved Operating Budget or in connection with Operations conducted pursuant to this Agreement or an applicable JOA, (b) Operating Costs in excess of those contemplated by an Approved Operating Budget to the extent set forth in Section 6.2(e)(ii) and (c) Excluded Budget Items and Emergency Costs.

7.3 Payment Procedures.

(a) Subject to, and without limitation of, Section 7.2, DGOC may issue statements and invoices to Oaktree for its Working Interest Share of (i) Operating Costs that have been incurred in accordance with the applicable Approved Operating Budget or in connection with Operations conducted pursuant to this Agreement or an applicable JOA, (ii) Operating Costs in excess of those contemplated by an Approved Operating Budget to the extent set forth in Section 6.2(e)(ii) and (iii) Excluded Budget Items and Emergency Costs. Alternatively, DGOC may issue a request to Oaktree to advance its Working Interest Share of Operating Costs that are contemplated by the applicable Approved Operating Budget to be incurred with respect to Operations to be conducted in accordance with the applicable JOA within forty-five (45) day period following the date such advance request is delivered to Oaktree.

(b) In response to each such statement, invoice or advance request issued by DGOC, Oaktree shall pay or advance its applicable Working Interest Share of such Operating Costs within fifteen (15) days of receiving such statement, invoice or advance request.

(c) Notwithstanding anything to the contrary herein or otherwise, the Parties acknowledge and agree that if any funds that are advanced by Oaktree to DGOC pursuant to this Section 7.3 are not used or otherwise spent by DGOC for their intended purpose within forty five (45) days following the date that Oaktree advanced such funds to DGOC, then Oaktree shall have the right (in its discretion) to instruct DGOC to (i) promptly refund all such unused advanced funds to Oaktree or (ii) issue a credit to Oaktree in the amount of such unused advanced funds, in which case, such credit shall be applied and credited by DGOC against any Operating Costs then owed by Oaktree pursuant to any invoice delivered by DGOC hereunder with respect to any JV Interests within the same Acquisition Tranche as the JV Interests for which such advance was made or, if no such Operating Costs are then-owed, against all such Operating Costs that Oaktree is obligated to pay, until such credit is extinguished. DGOC shall promptly comply with such instruction and, in any event, within five (5) Business Days following its receipt thereof.

7.4 Audits. Without duplication of any audits conducted for the same period pursuant to the DGOC/Oaktree JOA with respect to any applicable JV Interests, Oaktree shall have the right to audit the accounts of DGOC and any other DGOC Operator with respect to Operating Costs and Acquisition Costs with respect to such JV Interests (and Operations related thereto and any related proceeds, revenues and netting), on the same basis as is provided in Exhibit "C" to such applicable DGOC/Oaktree JOA; *provided*, that any disputes or audits of Operating Costs with respect to any JV Interests that are also subject to a Third Party JOA shall be conducted in accordance with such applicable Third Party JOA(s) applicable to such Operating Costs.

7.5 Payment Breaches. If any Party (or any of its applicable Affiliates) fails to pay its Acquisition Share of any undisputed Acquisition Costs as and when due under Section 4.1(c) and the terms of the applicable Definitive Acquisition Agreements with respect to the applicable Acquisition Opportunity (such event, a "***Payment Breach***"), then, (a) the non-breaching Party shall provide written notice of such defaults to the defaulting Party (which notice will include a statement of the amount of money that the defaulting Party has failed to pay) and (b) in addition to any remedies available to the non-defaulting Party under any Associated Agreement, the non-defaulting Party shall have the right to (i) seek all remedies available at Law or in equity, including specific performance, with respect to any such Payment Breach and (ii) recover from the defaulting Party (A) all reasonable attorneys' fees and other costs sustained in the collection of amounts owed by the defaulting Party (or its applicable Affiliate) and (B) any penalties, losses of deposits or other similar costs incurred as a result of such Payment Breach.

7.6 Memorandum. Concurrently with the closing of the first Acquisition Opportunity by the Parties (or their respective Affiliates) hereunder, each Party shall execute and deliver to the other Party, among other things, the Memorandum of Participation Agreement set forth in Exhibit A (the "***Memorandum of Participation Agreement***"). Each Party shall execute and deliver such other amendments to the Memorandum of Participation Agreement from time to time to reflect any JV Interests obtained in connection with an Acquisition Opportunity and the filing of such Memorandum of Participation Agreement in such locations as determined by the Parties in good faith in connection with the closing of such Acquisition Opportunity.

ARTICLE 8
CONFIDENTIALITY

8.1 Confidentiality.

(a) Upon the execution and delivery of this Agreement, the Confidentiality Agreement shall terminate as to all transactions contemplated hereunder. The Parties agree that all Confidential Information shall be considered confidential, shall be kept confidential and shall not be disclosed to any Person that is not a Party without the other Party's written consent, which may not be unreasonably withheld, delayed or denied; *provided*, *however*, that, subject to Section 8.1(b) and Section 8.2(a), consent shall not be required for the following disclosures:

(i) (A) disclosures by a Party to such Party's Affiliates or Representatives (in which case such Party shall cause its Affiliates or Representatives to comply with the terms of this Section 8.1) or (B) disclosures by Oaktree to any Oaktree Permitted Recipients for the purposes of (I) evaluating Acquisition Opportunities, SOZ Assets or Midstream Development Projects and negotiating and consummating transactions in respect of the same, in each case, solely in connection with transactions contemplated by this Agreement, (II) evaluating or monitoring the ownership, operation, maintenance, development or performance of the JV Interests, (III) evaluating any potential or proposed Transfer of, or financing involving, any JV Interests or any Asset Separation and/or (IV) evaluating or monitoring any other matters related to any rights, obligations or remedies under, or performance or enforcement of, the terms and provisions of, this Agreement, any Associated Agreement or any Definitive Acquisition Agreement, together, in each case, with matters reasonably incidental thereto;

(ii) disclosures to the extent required pursuant to applicable Law, by applicable legal Proceedings or by a Governmental Authority with jurisdiction over the disclosing Party;

(iii) disclosures to prospective or actual attorneys or other advisors engaged by any Party where disclosure of such information is related to such attorney's or advisor's work for such Party;

(iv) disclosures to prospective or actual contractors and consultants engaged by any Party where disclosure of such information is related to such contractor's or consultant's work for such Party;

(v) subject to Article 9, disclosures to a *bona fide* prospective transferee of assets or a Party's interest in the JV Interests, to the extent appropriate in order to allow the assessment of such interest (including a Person with whom a Party or its Affiliates are conducting bona fide negotiations directed toward a merger, consolidation or the sale of a majority of its or an Affiliate's Equity Interests or other Change of Control transaction);

(vi) disclosures to a bank, Hedge counterparty or other financial institution or other current or prospective financing source to the extent reasonably necessary for a Party arranging for funding or Hedges;

(vii) disclosures of field-wide and non-identifying information regarding Operations or JV Interests in investor presentations;

(viii) disclosures to the extent such information must be disclosed pursuant to any rules or requirements of any stock exchange having jurisdiction over such Party or its Affiliates; *provided*, that if any Party desires to disclose information in an annual or periodic report to its, or its Affiliates', shareholders and to the public and such disclosure is not required pursuant to any rules or requirements of any stock exchange, then such Party shall disclose such information only in compliance with Section 8.3;

(ix) disclosures to such Party's employees for the purpose of conducting Operations; and

(x) disclosures of any information which, through no fault of a Party or its Affiliates or any of its or their respective directors, officers, employees or agents, becomes a part of the public domain.

(b) No Party shall make any disclosure permitted under Section 8.1(a) without first taking customary precautions to ensure such information is kept confidential, and disclosure pursuant to Sections 8.1(a)(iv), (v) and (vi) shall not be made unless prior to such disclosure the disclosing Party has obtained a written undertaking from the recipient to keep the information strictly confidential for the term of this Agreement and to use the information for the sole purpose described the applicable section of this Agreement.

(c) Each Party shall be liable for any disclosure by its Representatives in violation of this Section 8.1.

8.2 Oaktree Permitted Recipients.

(a) Oaktree shall cause any Oaktree Permitted Recipient that actually receives any Confidential Information to (i) not use such Confidential Information for the benefit of any Oaktree Permitted Recipient or any other Person that is not a member of the Oaktree Group and in competition with any member of the DGOC Group, and (ii) keep such Confidential Information confidential in accordance with the terms of this Agreement and to not disclose any such Confidential Information to any other Persons in breach of this Agreement.

(b) Without limitation of Section 8.2(a), the Parties acknowledge and agree that(i) the respective employees, members, managers, officers and directors of the direct and indirect equity holders of Oaktree and the other members of the Oaktree Group, in each case, may serve as directors, officers, members, employees and/or managers of Oaktree Permitted Recipients, and that such Oaktree Permitted Recipients will not be deemed to have received Confidential Information solely due to the dual role of any such employee, member, manager, officer or director and (ii) the foregoing employees, members, managers, officers and directors may retain mental impressions of the Confidential Information and the retention of any such mental impressions thereby shall not result in any applicable Oaktree Permitted Recipient being deemed to have received any Confidential Information.

(c) Notwithstanding anything to the contrary contained in Section 8.1(a), nothing in this Section 8.2 shall prevent Oaktree or any other member of the Oaktree Group from making any disclosures to its direct or indirect investors or prospective investors or such investors' or prospective investors' respective advisors with respect to operations or operating results related to any applicable Acquisition Assets, SOZ Assets, Midstream Development Projects or JV Interests.

8.3 Publicity.

(a) Subject to Sections 8.3(b) and 8.3(c), no Party shall make or issue any press release or other similar announcements to the general public concerning this Agreement, the Associated Agreement or the transactions contemplated hereby or thereby without the prior consent of the other Party, which consent shall not be unreasonably withheld or delayed. If a Party desires to make a press release or other similar announcement, it shall first give the other Party forty-eight (48) hours' prior written notification of its desire to make such press release or other similar announcement, which notification shall include (i) a request for consent to make such press release or other similar announcement and (ii) a written draft of the text of such press release or other similar announcement. The Party making such press release or other similar announcement shall in good faith consider any reasonable comments to such press release or other similar announcement proposed by the other Party and, without limitation of the foregoing, except to the extent otherwise required by Law or under the rules and regulations of a recognized stock exchange on which shares of such Party or any of its Affiliates are listed, shall make any modifications or revisions identified in such comments proposed by the other Party that pertain to such proposing Party or any of its Affiliates or Representatives (including, in the case of Oaktree for all purposes of this Section 8.3, any Excluded Oaktree Entity or any Representative thereof), or its or their businesses or the manner in which such proposing Party or such Affiliates are described.

(b) Nothing in this Section 8.3 shall prohibit any Party from issuing or making a press release or other similar announcement where such press release or other similar announcement is required by Law or under the rules and regulations of a recognized stock exchange on which shares of such Party or any of its Affiliates are listed. If a Party is so required to make a press release or other similar announcement, it shall, except to the extent otherwise required by Law or under the rules and regulations of a recognized stock exchange on which shares of such Party or any of its Affiliates are listed, first give the other Party forty-eight (48) hours' prior written notification of such requirement, which notification shall include a written draft of the text of such press release or other similar announcement. The Party making such press release or other similar announcement shall in good faith consider any reasonable comments to such press release or other similar announcement proposed by the other Party and, without limitation of the foregoing, except to the extent otherwise required by Law or under the rules and regulations of a recognized stock exchange on which shares of such Party or any of its Affiliates are listed, shall make any modifications or revisions identified in such comments proposed by the other Party that pertain to such proposing Party or any of its Affiliates or Representatives, or its or their businesses or the manner in which such proposing Party or such Affiliates are described.

(c) Notwithstanding anything to the contrary in this Agreement, in the event of any Emergency, DGOC may issue such press releases or other similar announcements as it deems reasonably necessary in light of the circumstances and shall promptly provide Oaktree with a copy of any such press release or announcement.

ARTICLE 9
TRANSFER RESTRICTIONS

9.1 Transfers of this Agreement. Except in connection with a permitted Transfer of JV Interests pursuant to Section 9.2(b), during the Restricted Period neither DGOC nor Oaktree shall Transfer any interest in this Agreement without the prior written consent of the other Party (which may be granted or withheld in its sole discretion).

9.2 Transfers of JV Interests.

(a) *Consent Required During Restricted Period*.

(i) Subject to the remainder of this Section 9.2 and the other provisions of this Article 9, until the expiration of the Restricted Period, neither DGOC nor Oaktree shall, and neither will permit its Affiliates to, Transfer any portion of the JV Interests owned by such Party or its Affiliates, other than a Transfer of Immaterial Assets initiated by DGOC under Section 9.2(a)(iii), without the prior written consent of the other Party (which may be granted or withheld in its sole discretion). Subject to Section 9.2(a)(ii), after the expiration of the Restricted Period, the Parties shall be entitled to Transfer all or any portion of the their respective interests in the JV Interests; *provided*, that any such Transfer shall be made subject to the applicable JOAs.

(ii) For the avoidance of doubt, (A) after the termination of the Restricted Period, either Party and/or its Affiliates may Transfer, directly or indirectly, any interest in the JV Interests without the consent of the other Party and without being subject to Section 9.2(c); *provided*, that any such Transfer shall be subject to Sections 9.2(d), 9.3, 9.4 and 9.5; (B) the provisions set forth in Section 9.2(a)(iii) and Section 9.3 will burden any subsequent transferee of the interests of any member of the Oaktree Group in any JV Interests so long as any member of the DGOC Group also holds interests in such JV Interests; and (C) the provisions set forth in Section 9.4 will burden any subsequent transferee of the interests of any member of the DGOC Group or the Oaktree Group in any JV Interests so long as any member of the Oaktree Group and any member of the DGOC Group each holds interests in such JV Interests.

(iii) Notwithstanding anything to the contrary in Article 9, on an annual basis the DGOC Group shall have the right to elect to Transfer one (1) or more JV Wells (and associated leasehold interests, facilities and equipment) with an aggregate PV10 value not to exceed $1,000,000 to a Third Party (such Transfer, a "***Transfer of Immaterial Assets***", and such assets, "***Immaterial Assets***"), and DGOC shall have the right to require the Oaktree Group to Transfer its interests in the same to such Third Party on the same terms under which the DGOC Group is Transferring such Immaterial Assets.

(b) *Affiliate Transfers*.

(i) Notwithstanding Section 9.2(a), a Party may Transfer all or any portion of its interests in the JV Interests, together with a corresponding portion of its rights and obligations under this Agreement or any Associated Agreement, to any Affiliate of such Party; *provided*, that (A) no such Transfer shall be effective until such Affiliate agrees in writing to be bound by the terms and conditions of this Agreement and any applicable Associated Agreement; and (B) unless the other Party is satisfied (as determined in its reasonable discretion) with the creditworthiness of the transferee Affiliate of the Transferring Party, no such Transfer will relieve the Transferring Party of any of its or its Affiliates' obligations under this Agreement or any Associated Agreement, and the Transferring Party will remain primarily liable for all such obligations, whether incurred before or after such Transfer.

(ii) If any Party Transfers any JV Interests to an Affiliate pursuant to this Section 9.2(b) and such Affiliate ceases to be an Affiliate of the Transferring Party during the Restricted Period, then the JV Interests (and related rights and interests in and to this Agreement and the applicable Associated Agreements) Transferred to such Affiliate shall be automatically Transferred back to the Transferring Party, effective as of immediately prior to the occurrence of the event that caused such Person to cease to be an Affiliate.

(c) *Encumbrances*.

(i) Subject to Sections 9.2(c)(ii) and 9.2(c)(iii), each Party and its Affiliates may mortgage, pledge or otherwise Encumber all or any portion of its interests in the JV Interests in connection with a financing or hedging transaction (each, a "***Permitted Pledge***"); *provided*, that (A) the encumbering Party shall remain liable for all obligations relating to such JV Interests, (B) such Permitted Pledge shall be subject and subordinate to the rights of the other Party under this Agreement and any Associated Agreement, including any security interest provided for herein or in any Associated Agreement, which subordination shall be expressly for the benefit of the other Party, and, (C) for the avoidance of doubt, such Encumbrance is subject to the encumbering Party's obligation to pay its Working Interest Share of all Operating Costs that are chargeable to such Party pursuant to this Agreement and any applicable Associated Agreement.

(ii) Any foreclosure or exercise of other secured party remedies with respect to any Permitted Pledge shall be deemed to be a Transfer subject to the restrictions of this Article 9.

(iii) During the Restricted Period, if any member of the DGOC Group desires to enter into a securitization or other financing transaction (a "***Securitization Transaction***") with respect to its interests in the JV Interests pursuant to which DGOC (or the applicable member of the DGOC Group) would be required to forfeit its ability or right to effect an Asset Separation with respect to Tranche JV Interests in any Acquisition Tranche, (A) such member of the DGOC Group shall deliver notice to Oaktree of its desire to enter into such Securitization Transaction and its request for Oaktree's consent thereto, which notice shall include a reasonably detailed description and overview of such proposed Securitization Transaction and the affected JV Interests and such other documentation and information as DGOC or any of its Affiliates possess or control and DGOC determines in good faith would assist Oaktree in its analysis and evaluation of such Securitization Transaction and (B) such member of the DGOC Group shall not consummate such Securitization Transaction with respect to any Tranche JV Interests in such Acquisition Tranche without the prior written consent of Oaktree, which may be withheld in its sole discretion; *provided*, that if Oaktree fails or refuses to consent to such Securitization Transaction within ten (10) Business Days following its receipt of DGOC's written request therefor (such period, the "***Securitization Transaction Review Period***"), then such member of the DGOC Group shall have the right to effect an Asset Separation with respect to the applicable Acquisition Tranche prior to effecting such Securitization Transaction (*provided* that, unless otherwise agreed to in writing by the Parties, any such Asset Separation shall be deemed to be null and void if such member of the DGOC Group fails to consummate the applicable Securitization Transaction reasonably promptly following the occurrence of such Asset Separation); *provided*, *further*, that in lieu of denying its consent to such Securitization Transaction, Oaktree may elect to participate in such Securitization Transaction with respect to its interests in and to the applicable Tranche JV Interests in such Acquisition Tranche, in which case the provisions of Section 9.4 shall apply, *mutatis mutandis*. If, during the Restricted Period, Oaktree consents, or is deemed to have consented, to a member of the DGOC Group entering into a Securitization Transaction that restricts an Asset Separation, Oaktree shall be deemed to have waived its right to seek an Asset Separation as to the Tranche JV Interests that are subject to such Securitization Transaction if, and only if, the applicable member of the DGOC Group actually consummates such Securitization Transaction with respect to such Tranche JV Interests. Notwithstanding anything to the contrary herein, during the Securitization Transaction Review Period applicable to a Securitization Transaction, DGOC shall (and shall cause each other applicable member of the DGOC Group to) use commercially reasonable efforts (without obligation to incur any out-of-pocket expenses or provide any consideration in connection therewith), subject to any applicable confidentiality, privilege or other restrictions with respect to such Securitization Transaction in favor of the DGOC Group or any other Third Parties which prohibit disclosure to the Oaktree Group, to provide to Oaktree, as soon as reasonably practicable, any such additional information as is reasonably requested by Oaktree in connection with its evaluation of the applicable Securitization Transaction, to the extent such information is in the possession or control of any member of the DGOC Group (or to the extent the same could be obtained through the exercise of commercially reasonably efforts of any member of the DGOC Group but in such case at the sole cost and expense of Oaktree); *provided* that, DGOC shall use its commercially reasonable efforts (without any obligation to incur any out-of-pocket expenses or provide any consideration in connection therewith) to obtain waivers or consents in respect of such confidentiality restrictions to enable DGOC or its applicable Affiliate to disclose any applicable information or materials to the Oaktree Group.

(d) *Additional Consent Requirements*. For the avoidance of doubt, any Transfer of a JV Interest shall also be subject to any restrictions on Transfer set forth in the applicable Associated Agreements; *provided*, that to the extent any such Associated Agreement contains a right to withhold consent to Transfer or a preferential purchase right in favor of the other Party with respect to a JV Interest, as between the Transferring Party and the non-Transferring Party, any such consent right or preferential purchase right in such Associated Agreement shall not apply.

9.3 Right of First Offer.

(a) Subject to Section 9.2 and Section 9.3(d) (but in addition to Section 9.4), if at any time any member of the Oaktree Group desires to (i) Transfer any portion of its interests in the JV Interests to a Third Party or (ii) effect a Change of Control with respect to it or any Affiliate which owns JV Interests, then Oaktree shall first provide DGOC with notice (a "***ROFO Notice***") which sets forth Oaktree's bona fide intention to Transfer such JV Interests to a Third Party and specifying the portion of such JV Interests to be Transferred (the "***ROFO Interest***").

(b) For a period of 10 Business Days following its receipt of a ROFO Notice (the "***ROFO Offer Period***"), DGOC will have the right, but not the obligation, to make a first offer (a "***ROFO Offer***") to Oaktree, by delivering to Oaktree a written offer (the "***ROFO Offer Letter***") for the DGOC Group to acquire all, but not less than all, of the ROFO Interest, which ROFO Offer Letter shall (i) set forth the proposed purchase price for the ROFO Interest (the "***ROFO Offered Price***") and any other material terms and conditions of DGOC's offer and (ii) be irrevocable for 15 Business Days after receipt by Oaktree (the "***ROFO Acceptance Period***"). Subject to Section 9.3(c)(ii), if DGOC has not delivered a ROFO Offer within the ROFO Offer Period it shall be deemed to have waived all of its rights under this Section 9.3 to purchase the ROFO Interest described in the applicable ROFO Notice.

(c) Prior to the expiration of the ROFO Acceptance Period, Oaktree shall notify DGOC whether it elects to accept the ROFO Offer; *provided*, that a failure by Oaktree to so notify DGOC shall be deemed to be a rejection of the ROFO Offer.

(i) If Oaktree accepts the ROFO Offer, the Parties shall cooperate with each other in good faith to consummate the purchase of the ROFO Interest as promptly as practicable following the acceptance of the ROFO Offer.

(ii) If Oaktree rejects (or is deemed to have rejected) the ROFO Offer, then, for a period of 180 days following the conclusion of the ROFO Acceptance Period (subject to reasonable extension for any required regulatory approvals), the members of the Oaktree Group may thereafter Transfer the ROFO Interest to a Third Party at a price no less than the ROFO Offered Price; *provided*, that Oaktree agrees to provide notice to DGOC at least 10 Business Days prior to its execution of any definitive agreement with respect to any such Transfer. If applicable members of the Oaktree Group have not closed the Transfer of the ROFO Interests to a Third Party within such 180-day period (subject to reasonable extension for any required regulatory approvals), then any proposed Transfer of JV Interests shall once again be subject to the terms and conditions of this Section 9.3.

(d) If DGOC or any other DGOC Operator has been removed as Operator of a majority of the JV Wells pursuant to Section 5.1(c) (or DGOC or any other DGOC Operator is for any other reason no longer the Operator of a majority of such JV Wells) that are included in the JV Interests that Oaktree (or any other member of the Oaktree Group) desires to Transfer to a Third Party hereunder, then DGOC shall not have a right of first offer with respect to such Transfer by the members of the Oaktree Group of any portion of their interests in the such JV Interests to a Third Party pursuant to this Section 9.3.

9.4 Tag-Along Right.

(a) Subject to Section 9.2 (but in addition to Section 9.3), if a Party (the "***Tag Transferor***") intends to Transfer all or any portion of its interests in the JV Interests to a Third Party (a "***Tag Transferee***"), then the other Party (the "***Tag Holder***") shall have the right (but not the obligation) (the "***Tag-Along Right***") to participate in the proposed Transfer (the "***Tag Transfer***").

(b) The Tag Transferor shall provide the Tag Holder with a notice regarding the Tag Transfer (a "***Tag Notice***") not later than thirty (30) days prior to consummating the Tag Transfer which sets forth (i) the Tag Transferor's bona fide intention to consummate a Tag Transfer, (ii) the name of the Tag Transferee, (iii) a written description of the JV Interests to be Transferred (the "***Tag Interest***"), (iv) the anticipated date of the closing for such proposed Tag Transfer and (v) the material terms and conditions of the proposed Tag Transfer, including the purchase price (and any other consideration) to be paid for the Tag Interests and a copy of any and all definitive documents (or current drafts thereof) and term sheets than have been prepared in connection with the proposed Tag Transfer (as and if applicable).

(c) The Tag Transferor will cause the proposed Tag Transferee to propose a purchase price that includes the collective interests of the Tag Transferor and the Tag Holder in the Tag Interests and, if applicable, a bona fide allocation of value between the Tag Interests and any other assets included in the Tag Transfer.

(d) Within 30 days following receipt of the Tag Notice (the "***Tag Acceptance Period***"), the Tag Holder may elect in writing to Transfer to the Tag Transferee its corresponding interest in and to Tag Interests *provided*, that failure by the Tag Holder to so notify the Tag Transferor shall be deemed an election to not participate in the Tag Transfer. During the Tag Acceptance Period, the Tag Transferor shall use commercially reasonable efforts (without obligation to incur any out-of- pocket expenses or provide any consideration in connection therewith) to provide to the Tag Holder, as soon as reasonably practicable, any such additional information as is reasonably requested by the Tag Holder in connection with its evaluation of the Tag-Along Right to the extent such information is within the possession or control of the Tag Transferor or any of its Affiliates (or to the extent the same could be obtained through the exercise of commercially reasonable efforts of any member of the DGOC Group but in such case at the sole cost and expense of Oaktree). The Tag Transferor's obligation to provide such additional information shall be subject to, and limited by, any applicable confidentiality, privilege or other restrictions in favor of the Tag Transferor or any of its Affiliates or any Third Parties which prohibit disclosure to the Tag Transferee; *provided* that, the Tag Transferor shall use its commercially reasonable efforts (without any obligation to incur any out-of-pocket expenses or provide any consideration in connection therewith) to obtain waivers or consents in respect of such confidentiality restrictions to enable the Tag Transferor or its applicable Affiliate to disclose any applicable information or materials to the Tag Transferee.

(e) Notwithstanding the foregoing provisions of Section 9.4(d), if the Tag Holder notifies the Tag Transferor in accordance with Section 9.4(d) that it elects to participate in the Tag Transfer but (i) the closing of the Tag Transfer does not occur within 180 days (subject to reasonable extension for any required regulatory approvals) following such election by the Tag Holder, or (ii) the consideration to be paid in connection with the Tag Transfer subsequently materially changes (as compared to the consideration to be paid in connection with the Tag Transfer that was presented to the Tag Holder in the applicable Tag Notice and other materials and information provided during the Tag Acceptance Period), the Tag Holder shall thereafter have a renewed election right such that the Tag-Along Rights of such Tag Holder shall apply anew and the Tag Transferor shall again be required to comply with the procedures set forth in this Section 9.4 before consummating any transaction with the Tag Transferee or any other Person that pertains to the JV Interests.

(f) Subject to Section 9.4(e), if the Tag Holder notifies the Tag Transferor in accordance with Section 9.4(d) that it elects to participate in the Tag Transfer, then the Tag Transferor and the Tag Holder shall enter into separate but substantially similar agreements with the Tag Transferee; *provided*, that (i) such agreements may vary to take into account customary modifications with respect to each Party's applicable status as a non-operator or operator and other provisions specific to the status of each Party and its interests in the applicable JV Interests, (ii) any representations and warranties relating specifically to a Party shall be made only by such Party and (iii) the obligations of the Tag Transferor and the Tag Holder shall be several and not joint and limitations on liability and indemnity obligations shall be allocated between the Tag Transferor and the Tag Holder participating in such Tag Transfer in a manner consistent with the terms of this Agreement and any applicable JOA and based upon the respective proportionate amounts of the total consideration received by the Tag Transferor and the Tag Holder in connection with the consummation of such Tag Transfer.

(g) If the Tag Holder notifies the Tag Transferor in accordance with Section 9.4(d) that it elects to participate in the Tag Transfer but the Tag Transferee does not agree to purchase the entirety of the Tag Interests of both the Tag Transferor and the Tag Holder, then, unless the Tag Holder notifies the Tag Transferor that it no longer desires to participate in the Tag Transfer on account of such Tag Transferee not agreeing to purchase the entirety of the Tag Interests of both the Tag Transferor and the Tag Holder, within two (2) Business Days after being notified of such decision by the Tag Transferee, (i) the interests of the Tag Transferor and the Tag Holder in the Tag Interests will be reduced proportionately to the amount of the Tag Interests which the Tag Transferee is willing to purchase, pro rata based on the relative Working Interests held by the Parties in the applicable JV Interests, and (ii) each Party shall sell its reduced interest in the Tag Interests to such Tag Transferee in accordance with Section 9.4(e).

(h) If the Tag Holder elects (or is deemed to have elected) to not participate in the Tag Transfer, then, for a period of 180 days (subject to reasonable extension for any required regulatory approvals) following the conclusion of the Tag Acceptance Period, the Tag Transferor may Transfer the Tag Interests as described in the Tag Notice; *provided*, that the Tag Transfer shall be on terms no more favorable to the Tag Transferor, in the aggregate, than those provided in the Tag Notice. If the Tag Holder has not closed the Tag Transfer within such 180-day period (subject to reasonable extension for any required regulatory approvals), then any proposed Tag Transfer shall once again be subject to the terms and conditions of this Section 9.4.

(i) If DGOC or any other DGOC Operator has been removed as Operator of a majority of the JV Wells pursuant to Section 5.1(c) (or DGOC or any other DGOC Operator is for any other reason no longer the Operator of a majority of such JV Wells) that are included in the JV Interests that Oaktree (or any other member of the Oaktree Group) desires to Transfer to a Third Party hereunder, then DGOC shall not have a Tag-Along Right with respect to such Transfer by the members of the Oaktree Group of any portion of their interests in such JV Interests to a Third Party pursuant to this Section 9.4.

9.5 Documentation for Transfers. No Transfer that is otherwise permitted under this Article 9 will be effective unless and until the non-Transferring Party has received a copy of the Transfer instruments executed by both the Transferring Party (or its legal representative) and the transferee (or its legal representative) that includes: (a) the identity and notice address of such transferee; (b) such transferee's express agreement in writing to (i) be bound by and fully and timely perform all of the terms and conditions of this Agreement and any applicable Associated Agreements, and (ii) if applicable, assume an undivided interest, in an amount equal to the JV Interests being Transferred to the permitted transferee, of all of the Liabilities and obligations of the Transferring Party under any applicable Associated Agreements; (c) if applicable, a description of the JV Interests being Transferred; and (d) representations and warranties to the non-Transferring Party from the Transferring Party that the Transfer was made in accordance with applicable Law (including state and federal securities Law) and the terms and conditions of any applicable Associated Agreements.

9.6 Transaction-Related Assistance. In connection with any proposed Transfer by any member of the Oaktree Group of any interest in or to any of the JV Interests or any financing transaction related to any of the JV Interests that any member of the Oaktree Group may pursue, DGOC and any applicable DGOC Operator shall use their respective commercially reasonably efforts to assist Oaktree or any other applicable member of the Oaktree Group in any effort or process related to any such Transfer if, and to the extent, reasonably requested by Oaktree, which assistance shall include, without limitation, the production of records, information and documents related to the applicable JV Interests, making personnel available for meetings and interviews and the preparation of asset-related information and records; *provided, however*, that (a) neither DGOC nor any other applicable DGOC Operator shall be required to incur any out-of-pocket expense in connection with the provision of such assistance; (b) such assistance shall not unreasonable interfere with the conduct of business by the DGOC Group and Oaktree shall use commercially reasonable efforts to minimize disruptions to such business of the DGOC Group; and (c) the DGOC Group shall not be obligated provide any such assistance more than once in a Calendar Year. This Section 9.6 shall terminate on the seventh (7th) anniversary of the Execution Date; *provided* that, in the event of an Asset Separation with respect to any Tranche JV Interests, this Section 9.6 shall terminate on the date on which such Asset Separation occurs as to such Tranche JV Interests subject to such Asset Separation.

ARTICLE 10
TAXES

10.1 Tax Partnership. The Parties intend and expect that the transactions contemplated by this Agreement and the Associated Agreements, taken together, will be treated, for purposes of U.S. federal income taxation and for purposes of certain state Income Tax Laws that incorporate or follow U.S. federal income tax principles ("***Tax Purposes***"), as resulting in the creation of a separate Tax partnership for each Acquisition Tranche (for the avoidance of doubt, excluding any Midstream Development Project), in which DGOC and Oaktree are treated as partners (each, a "***Tax Partnership***"). The governing terms and conditions of each such Tax Partnership are set forth in the Tax Partnership Agreement attached hereto as Exhibit B (the "***Tax Partnership Agreement***"). For Tax Purposes, the Parties agree that the specific treatment of the transactions contemplated by this Agreement and the Associated Agreements shall be as set forth in the Tax Partnership Agreement.

10.2 Responsibility for Taxes. Except as otherwise provided in the Tax Partnership Agreement, each Party will be responsible for reporting and discharging its own Income Taxes and the satisfaction of such Party's share of all contract obligations under this Agreement and the Associated Agreements. Each Party will indemnify, defend and hold harmless the other Party and its Representatives from and against any and all losses, costs and Liabilities arising from the indemnifying Party's failure or refusal to report and discharge such Income Taxes or satisfy such obligations. The Parties shall equally bear any Transfer Taxes, and shall use commercially reasonable efforts to minimize, to the extent permissible under applicable Law, the amount of any such Transfer Taxes, including by obtaining any certificate or other document from any Governmental Authority or any other Person as may be necessary to mitigate, reduce or eliminate any Transfer Tax that could be imposed in connection with the transactions contemplated hereby.

ARTICLE 11
TERM; TERMINATION

11.1 Term. The term of this Agreement shall begin on the Execution Date and shall continue until terminated pursuant to Section 11.2.

11.2 Termination. This Agreement shall be terminated on the occurrence of any of the following:

(a) the mutual agreement of DGOC and Oaktree;

(b) the election of either Party pursuant to Section 4.1(g);

(c) the election of either Party pursuant to Section 6.2(f);

(d) the Transfer by either Party of all or substantially all of its interests in the JV Interests to a Third Party in accordance with Section 9.2(a);

(e) in the event that all of the JV Interests are subject to an Asset Separation on account of the election by DGOC to effect an Asset Separation pursuant to Section 9.2(c)(iii) prior to effecting an applicable Securitization Transaction thereunder; or

(f) the election of either Party following the expiration of the Restricted Period.

provided, that if in connection with any such termination a party elects to effect an Asset Separation pursuant to Section 11.4, then the effective date of the termination of this Agreement shall be the date on which the Asset Separation is effected. The date on which this Agreement terminates shall be the "***Termination Date***".

11.3 Effect of Termination.

(a) On the Termination Date, this Agreement will forthwith become void and the Parties will have no liability or obligation hereunder; *provided*, that (i) the termination of this Agreement or any provision hereof will not relieve any Party from any expense, Liability or other obligation or remedy therefor which has accrued or attached prior to the date of such termination, (ii) the provisions of the Tax Partnership Agreement will survive such termination and remain in full force and effect with respect to each JV Interest until such Tax Partnership Agreement ceases to apply to such JV Interest in accordance with its terms, (iii) the provisions of each DGOC/Oaktree JOA will survive such termination and remain in full force and effect with respect to each JV Interest until each such DGOC/Oaktree JOA ceases to apply to such JV Interest in accordance with its terms, (iv) the provisions of Article 1, Section 4.2, Section 4.3, Section 4.4, Section 4.5, Section 4.6, Section 5.1, Section 5.3, Section 5.4, Section 5.5, Section 5.6, Section 7.2, Section 7.3, Section 7.4, Section 9.2(a), Section 9.3, Section 9.4, Section 9.5, Section 9.6, Article 10, this Section 11.3, Section 11.4 and Article 13 (together with such other provisions of this Agreement to the extent necessary to give effect to these provisions) shall, subject to Section 11.3(b), survive such termination and remain in full force and effect indefinitely, and (v) the provisions of Article 8 and the confidentiality obligations set forth in Section 6.1(f) will survive such termination and remain in full force and effect until the one-year anniversary of such termination.

(b) Notwithstanding anything herein to the contrary, if at any time a JV Interest is owned solely by one Party and/or its Affiliates and, for purposes of clarity, not by the other Party or any of its applicable Affiliates (including, for purposes of clarity, following the occurrence of an Asset Separation with respect to such JV Interests), the provisions of this Agreement shall terminate with respect to such JV Interests (including, for purposes of clarity, any Transfer-related restrictions hereunder), except that the provisions of Article 8 and the confidentiality obligations set forth in Section 6.1(f) will survive such termination and remain in full force and effect until the one-year anniversary of such termination.

11.4 Asset Separation.

(a) On or before the date that is 30 days following the termination of this Agreement pursuant to Section 11.2(a), Section 11.2(b), Section 11.2(c) or Section 11.2(f), either Party may elect to effect an Asset Separation with respect to the Tranche JV Interests in any Acquisition Tranche.

(b) If a Party elects to effect an Asset Separation pursuant to Section 11.4(a) or DGOC elects to effect an Asset Separation with respect to all of the Tranche JV Interests in an Acquisition Tranche pursuant to Section 9.2(c)(iii), then in either case the Parties shall undertake the following transactions with respect to the applicable Tranche JV Interests (such transactions, collectively, an "***Asset Separation***"):

(i) DGOC shall in good faith, and as promptly as is reasonably practicable after the applicable election is made, (A) identify the manner in which it proposes to divide the assets constituting the applicable Tranche JV Interests into two (2) separate asset packages (each such asset package, an "***AS Package***") (taking into account, without limitation, the geographic location and fair market value of such assets (which shall calculated and determined, for purposes of clarity, after giving effect to any asset retirement obligations, imbalances and other similar obligations or Liabilities that are applicable or related to the applicable Tranche JV Interests), the difference of the Working Interests of the Parties and their respective Affiliates in such Tranche JV Interests, the then-applicable calculation of the IRR for the applicable Acquisition Tranches involved in such Asset Separation and any cash that would need to be paid by a Party (or its Affiliates) to the other Party to equalize the value between the Parties (and their Affiliates) as to their respective interests in the applicable Tranche JV Interests) and (B) provide to Oaktree with a written description and overview of each such AS Packages and such other documents and information related thereto as are in the possession or control of DGOC and its Affiliates (such written description and overview with respect to the applicable AS Package, an "***AS Package Memorandum***"). DGOC shall use commercially reasonably efforts to include in each AS Package Memorandum a comprehensive overview and analysis of the applicable AS Packages so that Oaktree may (x) conduct a reasonable analysis and evaluation with respect to such AS Packages and (y) make a reasonably informed decision regarding which AS Package to select, including, without limitation, all applicable Asset Separation Information with respect to each applicable AS Package to the extent such Asset Separation Information is in the possession or control of DGOC or its Affiliates and not subject to any confidentiality, privilege or other restrictions which prohibit disclosure to the Oaktree Group; *provided* that, DGOC shall use its commercially reasonable efforts (without any obligation to incur any out-of-pocket expenses or provide any consideration in connection therewith) to obtain waivers or consents in respect of such confidentiality restrictions to enable DGOC to disclose any applicable information or materials to Oaktree.

(ii) During the period beginning on the date on which Oaktree receives an AS Package Memorandum and ending on the date that is 60 days thereafter (or such earlier date as the Parties may mutually agree upon in writing) (the "***AS Package Review Period***"), the Parties shall use commercially reasonable efforts and cooperate in good faith to identify, discuss and agree upon any modifications to the applicable AS Packages that either Party reasonably determines in good faith is necessary or desirable, if any; *provided*, *however*, that if the Parties are unable to mutually agree upon any such modifications to such AS Packages prior to the end of such AS Package Review Period, then DGOC's initial proposal with respect to such AS Packages as set forth in the applicable AS Package Memorandum shall remain in effect.

(iii) Not later than the end of the AS Package Review Period, Oaktree shall deliver notice to DGOC (such notice, the "***AS Package Election Notice***") identifying the applicable AS Package (as the same may have been modified pursuant to Section 11.4(b)(ii)) that Oaktree has elected to receive (the "***Oaktree Package***") and DGOC will be deemed to have elected to receive the other AS Package (the "***DGOC Package***") for all purposes hereunder; *provided*, that if Oaktree does not deliver an AS Package Election Notice to DGOC prior to the end of the AS Package Review Period, then DGOC may select the Oaktree Package and the DGOC Package in its sole discretion by notifying Oaktree of its selection.

(iv) As soon as reasonably practicable following Oaktree's delivery to DGOC of an AS Package Election Notice (but in any event within 10 Business Days thereafter) or if Oaktree fails to deliver an AS Package Election Notice prior to the end of the AS Package Review Period, then, within ten (10) Business Days following DGOC's selection of the applicable packages pursuant to Section 11.4(b)(iii), (such date, with respect to the applicable Asset Separation, the "***AS Closing Date***"), (A) the Parties shall execute, acknowledge and deliver, as applicable, (1) conveyances, effective as of the applicable AS Effective Date, whereby (x) the DGOC Group shall convey to Oaktree and/or other members of the Oaktree Group all of its right, title, interest and estate in and to all of the Tranche JV Interests (including all other related assets, properties, agreements, interests and other rights) included in the Oaktree Package and (y) the Oaktree Group shall convey to DGOC and/or other members of the DGOC Group all of its right, title, interest and estate in and to all of the Tranche JV Interests (including all other related assets, properties, agreements, interests and other rights) included in the DGOC Package, which conveyances shall be in substantially the form of the Assignment, shall include a special warranty of title and shall be made subject to any existing Third Party JOA and existing marketing arrangements, and (2) any other document(s) or instrument(s) that either Party reasonably requests in order to give full force and effect to the applicable Asset Separation, to more fully assign, convey and transfer each AS Package to the applicable Party (or its applicable Affiliate(s)) and/or to more effectively accomplish and consummate the Asset Separation and to otherwise accomplish the transactions contemplated by such Asset Separation; (B) Oaktree shall take any and all action reasonably required of it by any Governmental Authority in order to obtain such approval, including the posting of any and all bonds, letters of credit or other security that may be required for the Tranche JV Interests included in the Oaktree Package, including the replacement of any such bonds, letters of credit or other security which were posted by DGOC; and (C) the owing Party, if any, shall pay to the other Party the amount of cash set forth in its applicable AS Package (which amount may be decreased or increased, as applicable, based upon the value of any Tranche JV Interests contemplated to be included in any such AS Package that are unable to be assigned, transferred or conveyed to the applicable Party as part of such AS Package as a result of an unobtained (or unwaived) AS Consent), by wire transfer of immediately available funds to an account specified in writing by the other Party in advance of such payment.

(c) Notwithstanding anything to the contrary herein, the Parties acknowledge and agree that, in connection with an Asset Separation, the Parties shall cooperate in good faith and use their respective commercially reasonable efforts to ensure that Oaktree and its Affiliates receive the full benefit of the Oaktree Package and DGOC and its Affiliates receive the full benefit of the DGOC Package; *provided*, that neither Party nor any of their Affiliates shall be obligated to incur any out-of-pocket expenses or provide any consideration in connection with such efforts or the efforts and cooperation described below in this Section 11.4(c). In furtherance thereof (i) DGOC (and its Affiliates) shall use their respective commercially reasonable efforts and cooperate in good faith with Oaktree (and its Affiliates) to take all steps as are reasonably necessary to support Oaktree (or its applicable Affiliate(s)) as successor operator of all of the Tranche JV Interests included in the Oaktree Package, effective as of the applicable AS Closing Date and (ii) Oaktree (and its Affiliates) shall use their respective commercially reasonable efforts and cooperate in good faith with DGOC (and its Affiliates) to take all steps as are reasonably necessary to support DGOC (or its applicable Affiliate(s)) as successor operator of all of the Tranche JV Interests included in the DGOC Package, effective as of the applicable AS Closing Date.

(d) On the date on which an Asset Separation occurs, (i) all DGOC/Oaktree JOAs shall terminate as between the Parties and their respective Affiliates as to the Tranche JV Interests subject to such Asset Separation and (ii) for the avoidance of doubt, (A) no Reversion shall thereafter be applicable to the applicable assets or interests included in the Oaktree Package or the DGOC Package and (B) this Agreement shall thereafter no longer be binding upon or applicable to any of the applicable assets or interests included in the Oaktree Package or the DGOC Package (or either Party (or any of their respective Affiliates) with respect to such assets and interests), except for, for purposes of clarity, the provisions of Article 8 and the confidentiality obligations set forth in Section 6.1(f), which will remain in full force and effect with respect to such assets and interests until the one-year anniversary of the date such Asset Separation occurs.

ARTICLE 12
REPRESENTATIONS AND WARRANTIES

12.1 DGOC Representations and Warranties. DGOC represents and warrants to Oaktree as of the Execution Date the following:

(a) Organization, Existence and Qualification. DGOC (i) is a limited liability company duly formed and validly existing under the Laws of the State of Pennsylvania, (ii) has all requisite power and authority to own and operate its property and to carry on its business as now conducted and (iii) is duly licensed or qualified to do business as a foreign limited liability company in all jurisdictions in which it carries on business or owns assets and such qualification is required by Law, except where the failure to be so qualified would not have a material adverse effect upon the ability of DGOC to consummate the transactions contemplated by this Agreement or perform its obligations hereunder.

(b) Authority, Approval and Enforceability. DGOC has full power and authority to enter into and perform this Agreement, the Associated Agreements to which it is a party and the transactions contemplated herein and therein. The execution, delivery and performance by DGOC of this Agreement have been duly and validly authorized and approved by all necessary corporate action on the part of DGOC. Assuming the due authorization, execution and delivery by Oaktree, this Agreement is, and, when executed and delivered by DGOC (or any of its applicable Affiliates), the Associated Agreements to which DGOC (or any of its applicable Affiliates) is a party will be, the valid and binding obligations of DGOC (and/or, if applicable, its applicable Affiliates) and enforceable against DGOC (and/or, if applicable, its applicable Affiliates) in accordance with their respective terms, subject to the effects of bankruptcy, insolvency, reorganization, moratorium and similar Laws, as well as to principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at law).

(c) No Conflicts. Assuming the receipt of all applicable consents and approvals in connection with the transactions contemplated by this Agreement, the execution, delivery and performance by DGOC of this Agreement and the Associated Agreements to which it is a party and the consummation of the transactions contemplated herein and therein will not (i) conflict with or result in a breach of any provisions of the organizational documents of DGOC, (ii) result in a default or give rise to any right of termination, cancellation or acceleration, in each case in any material respect, under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license or other material agreement to which DGOC is a party or by which DGOC or any of its assets may be bound or (iii) violate any Law applicable to DGOC in any material respect.

(d) Consents. There are no consents or other restrictions on assignment, including requirements for consents from Third Parties to any assignment, (in each case) that DGOC is required to obtain upon execution of this Agreement.

(e) Bankruptcy. There are no bankruptcy, reorganization or receivership Proceedings pending, being contemplated by or, to DGOC's Knowledge, threatened in writing against any member of the DGOC Group.

(f) Litigation. There is no Proceeding by any Person or before any Governmental Authority pending (which has been served on DGOC, an Affiliate of DGOC or an agent of DGOC, or of which any member of the DGOC Group has received written notice) or, to DGOC's Knowledge, threatened in writing, in each case, that would have a material adverse effect upon the ability of DGOC to consummate the transactions contemplated by this Agreement or perform its obligations hereunder.

(g) Brokers' Fees. No member of the DGOC has incurred any liability, contingent or otherwise, for brokers' or finders' fees relating to the transactions contemplated by this Agreement for which any member of the Oaktree Group will have any responsibility.

(h) Financing. DGOC has access to sufficient financial wherewithal to consummate the transactions contemplated by this Agreement and perform its obligations under this Agreement and the Associated Agreements.

12.2 Oaktree Representations and Warranties. Oaktree represents and warrants to DGOC as of the Execution Date the following:

(a) Organization, Existence and Qualification. Oaktree (i) is a limited liability company duly formed and validly existing under the Laws of the State of Delaware, (ii) has all requisite power and authority to own and operate its property and to carry on its business as now conducted and (iii) is duly licensed or qualified to do business as a foreign limited liability company in all jurisdictions in which it carries on business or owns assets and such qualification is required by Law, except where the failure to be so qualified would not have a material adverse effect upon the ability of Oaktree to consummate the transactions contemplated by this Agreement or perform its obligations hereunder.

(b) Authority, Approval and Enforceability. Oaktree has full power and authority to enter into and perform this Agreement, the Associated Agreements to which it is a party and the transactions contemplated herein and therein. The execution, delivery and performance by Oaktree of this Agreement have been duly and validly authorized and approved by all necessary corporate action on the part of Oaktree. Assuming the due authorization, execution and delivery by DGOC, this Agreement is, and, when executed and delivered by Oaktree (or any of its applicable Affiliates), the Associated Agreements to which Oaktree (or its applicable Affiliates) is a party will be, the valid and binding obligations of Oaktree (and/or, if applicable, its applicable Affiliates) and enforceable against Oaktree (and/or, if applicable, its applicable Affiliates) in accordance with their respective terms, subject to the effects of bankruptcy, insolvency, reorganization, moratorium and similar Laws, as well as to principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at law).

(c) No Conflicts. Assuming the receipt of all applicable consents and approvals in connection with the transactions contemplated by this Agreement, the execution, delivery and performance by Oaktree of this Agreement and the Associated Agreements to which it is a party and the consummation of the transactions contemplated herein and therein will not (i) conflict with or result in a breach of any provisions of the organizational documents of Oaktree, (ii) result in a default or give rise to any right of termination, cancellation or acceleration, in each case in any material respect, under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license or other material agreement to which Oaktree is a party or by which Oaktree or any of its assets may be bound or (iii) violate any Law applicable to DGOC in any material respect.

(d) Consents. There are no consents or other restrictions on assignment, including requirements for consents from Third Parties to any assignment, (in each case) that Oaktree is required to obtain upon execution of this Agreement.

(e) Bankruptcy. There are no bankruptcy, reorganization or receivership Proceedings pending, being contemplated by or, to Oaktree's Knowledge, threatened in writing against any member of the Oaktree Group.

(f) Litigation. There is no Proceeding by any Person or before any Governmental Authority pending (which has been served on Oaktree, an Affiliate of Oaktree or an agent of Oaktree, or of which any member of the Oaktree Group has received written notice) or, to Oaktree's Knowledge, threatened in writing, in each case, that would have a material adverse effect upon the ability of Oaktree to consummate the transactions contemplated by this Agreement or perform its obligations hereunder.

(g) Brokers' Fees. No member of the Oaktree Group has incurred any liability, contingent or otherwise, for brokers' or finders' fees relating to the transactions contemplated by this Agreement for which any member of the DGOC Group will have any responsibility.

(h) Financing. Oaktree has access to sufficient financial wherewithal to consummate the transactions contemplated by this Agreement and perform its obligations under this Agreement and the Associated Agreements.

12.3 Disclaimer.

(a) EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY OTHER ASSOCIATED AGREEMENT (INCLUDING, FOR PURPOSES OF CLARITY, THE SPECIAL WARRANTY OF TITLE IN EACH ASSIGNMENT), (i) NO PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED CONCERNING THE TRANSACTIONS CONTEMPLATED HEREBY, AND (ii) EACH PARTY EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO THE OTHER PARTY OR ANY OF ITS AFFILIATES OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO THE OTHER PARTY BY ANY REPRESENTATIVE OF SUCH PARTY) CONCERNING THE TRANSACTIONS CONTEMPLATED HEREBY.

(b) OAKTREE ACKNOWLEDGES THAT NEITHER DGOC NOR ANY OF ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE REPRESENTATIVES HAS MADE OR WILL MAKE ANY REPRESENTATION, WARRANTY OR ASSURANCE AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION WHICH DGOC IS OBLIGATED TO PROVIDE TO OAKTREE HEREUNDER, INCLUDING ANY ASSET SEPARATION INFORMATION, OR ANY INFORMATION CONTAINED IN ANY ACQUISITION NOTICES.

(c) DGOC AND OAKTREE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 12.3 ARE "*CONSPICUOUS*" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

ARTICLE 13
MISCELLANEOUS

13.1 Relationship of the Parties. The rights, duties, obligations and Liabilities of the Parties under this Agreement shall be individual, not joint or collective. It is not the intention of the Parties to create, nor will this Agreement be deemed or construed to create, a mining or other partnership, joint venture or association or a trust, other than the Tax Partnership recognized as having been created pursuant to Section 10.1. This Agreement will not be deemed or construed to authorize any Party to act as an agent, servant or employee for the other Party for any purpose whatsoever except as explicitly set forth in this Agreement. In their relations with each other under this Agreement, the Parties will not be considered fiduciaries.

13.2 Appendices and Exhibits. All of the Appendices and Exhibits referred to in this Agreement constitute a part of this Agreement. DGOC and Oaktree and their respective counsel have received a complete set of Appendices and Exhibits prior to and as of the execution of this Agreement.

13.3 Expenses. Except pursuant to Section 4.1(c)(v), Section 4.1(d) or as otherwise specifically provided in this Agreement, each Party will bear its own expenses (including fees, charges and disbursements of counsel for such Party) in connection with the preparation, negotiation, execution, delivery and performance of this Agreement and the Associated Agreements, including in connection with any amendments to such documents and the assessment and negotiations of any Acquisition Opportunity.

13.4 Preparation of Agreement. DGOC and Oaktree and their respective counsel participated in the preparation of this Agreement. In the event of any ambiguity in this Agreement, no presumption shall arise based on the identity of the draftsman of this Agreement.

13.5 Notices.

(a) All notices and communications required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, or sent by bonded overnight courier, or mailed by U.S. Express Mail, by certified or registered U.S. Mail with all postage fully prepaid, or sent by e-mail transmission (provided that the acknowledgment of the receipt of such e-mail is requested and received, excluding automatic responses, with the receiving Person being affirmatively obligated to promptly acknowledge receipt when received) addressed to DGOC or Oaktree, as applicable, at the address for such Person shown below or at such other address as a Party shall have theretofore designated by written notice delivered to the other Party:

If to DGOC:

Diversified Production LLC
1800 Corporate Drive
Birmingham, AL 35242
Attention: Eric Williams, Chief Financial Officer
Email: ewilliams@dgoc.com

with a copy to:

Diversified Gas and Oil Corporation
414 Summers Street
Charleston, WV 25301
Attention: Benjamin M. Sullivan, General Counsel
Email: bsullivan@dgoc.com

If to Oaktree:

Oaktree Capital Management
333 South Grand Avenue, 28th Floor
Los Angeles, CA 90071
Attention: Robert LaRoche
Email: rlaroche@oaktreecapital.com

and

Oaktree Capital Management
333 South Grand Avenue, 28th Floor
Los Angeles, CA 90071
Attention: Jordan Mikes
Email: jmikes@oaktreecapital.com

with a copy to (which shall not constitute notice):

Willkie Farr & Gallagher LLP
600 Travis Street, Suite 2100
Houston, Texas 77002
Attention: Michael De Voe Piazza
Email: mpiazza@willkie.com

(b) Any notice given in accordance with this Section 13.5 shall be deemed to have been given only when delivered to the addressee in person, or by courier, during normal business hours on a Business Day (or if delivered or transmitted after normal business hours on a Business Day or on a day other than a Business Day, then on the next Business Day), or upon actual receipt by the addressee during normal business hours on a Business Day after such notice has either been delivered to an overnight courier or deposited in the U.S. Mail or sent by e-mail transmission (*provided* that delivery of such e-mail is confirmed by written confirmation), as the case may be (or if delivered after normal business hours on a Business Day or on a day other than a Business Day, then on the next Business Day). Any Party may change the address to which such communications are to be addressed to such Party by giving notice to the other Parties in the manner provided in this Section 13.5.

13.6 Entire Agreement; Conflicts.

(a) THIS AGREEMENT, THE APPENDICES, EXHIBITS AND SCHEDULES HERETO AND THE ASSOCIATED AGREEMENTS (INCLUDING APPENDICES, EXHIBITS AND SCHEDULES THERETO) COLLECTIVELY CONSTITUTE THE ENTIRE AGREEMENT AMONG THE PARTIES PERTAINING TO THE SUBJECT MATTER HEREOF AND THEREOF AND SUPERSEDE ALL PRIOR AGREEMENTS, UNDERSTANDINGS, NEGOTIATIONS AND DISCUSSIONS, WHETHER ORAL OR WRITTEN, OF THE PARTIES PERTAINING TO THE SUBJECT MATTER HEREOF AND THEREOF.

(b) IN THE EVENT OF A CONFLICT BETWEEN (i) THE TERMS AND PROVISIONS OF THIS AGREEMENT AND THE TERMS AND PROVISIONS OF ANY EXHIBIT HERETO OR (ii) THE TERMS AND PROVISIONS OF THIS AGREEMENT AND THE TERMS AND PROVISIONS OF ANY ASSOCIATED AGREEMENTS, THE TERMS AND PROVISIONS OF THIS AGREEMENT SHALL GOVERN AND CONTROL. THE INCLUSION IN ANY OF THE EXHIBITS HERETO OF TERMS AND PROVISIONS NOT ADDRESSED IN THIS AGREEMENT SHALL NOT BE DEEMED A CONFLICT, AND ALL SUCH ADDITIONAL PROVISIONS SHALL BE GIVEN FULL FORCE AND EFFECT, SUBJECT TO THE PROVISIONS OF THIS SECTION 13.6.

13.7 Parties in Interest. Subject to Article 9, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Notwithstanding anything contained in this Agreement to the contrary, except for (and without limitation of) Section 13.18, nothing in this Agreement, expressed or implied, is intended to confer on any Person other than DGOC and Oaktree and their respective successors and permitted assigns, any rights, remedies, obligations or Liabilities under or by reason of this Agreement. While not obligated to do so, only a Party and its respective successors and permitted assigns will have the right to enforce the provisions of this Agreement on its own behalf or on behalf of any of its Affiliates or other Representatives.

13.8 Amendment. This Agreement may be amended only by an instrument in writing executed by both of the Parties and expressly identified as an amendment or modification.

13.9 Waivers; Rights Cumulative. Any of the terms, covenants, representations, warranties or conditions contained in this Agreement may be waived only by a written instrument executed by or on behalf of the Party waiving compliance. No course of dealing on the part of the Parties or their respective Representatives or any failure by the Parties to exercise any of their respective rights under this Agreement shall operate as a waiver of such rights or affect in any way the right of such Person at a later time to enforce the performance of such provision. No waiver by a Party of any condition or any breach of any term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation or warranty. The rights of the Parties under this Agreement shall be cumulative, and the exercise or partial exercise of any such right shall not preclude the exercise of any other right.

13.10 Governing Law; Disputes.

(a) THIS AGREEMENT AND THE LEGAL RELATIONS AMONG THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAW. EACH OF DGOC AND OAKTREE (ON THEIR OWN BEHALF AND ON BEHALF OF THEIR RESPECTIVE APPLICABLE AFFILIATES) HEREBY CONSENTS TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE FEDERAL COURTS LOCATED IN THE STATE OF TEXAS FOR ANY ACTION ARISING OUT OF THIS AGREEMENT, THE ASSOCIATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS AGREEMENT OR THE ASSOCIATED AGREEMENTS SHALL BE EXCLUSIVELY LITIGATED IN FEDERAL COURTS HAVING SITES IN HARRIS COUNTY, TEXAS. EACH OF DGOC AND OAKTREE WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(b) NO PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY, OR SUCH OTHER PARTY'S RESPECTIVE AFFILIATES, ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR DAMAGES FOR LOST PROFITS OF ANY KIND (EXCEPT TO THE EXTENT ANY LOST PROFITS CONSTITUTE DIRECT DAMAGES UNDER APPLICABLE LAW (IT BEING AGREED AND UNDERSTOOD THAT NONE OF SUCH LOST PROFITS ARE WAIVED)) ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE ASSOCIATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, EXCEPT TO THE EXTENT ANY SUCH PARTY SUFFERS SUCH DAMAGES (INCLUDING COSTS OF DEFENSE AND REASONABLE ATTORNEY'S FEES INCURRED IN CONNECTION WITH DEFENDING OF SUCH DAMAGES) TO A THIRD PARTY, WHICH DAMAGES (INCLUDING COSTS OF DEFENSE AND REASONABLE ATTORNEY'S FEES INCURRED IN CONNECTION WITH DEFENDING AGAINST SUCH DAMAGES) SHALL NOT BE EXCLUDED BY THIS PROVISION AS TO RECOVERY HEREUNDER. SUBJECT TO THE PRECEDING SENTENCE, EACH PARTY, ON BEHALF OF ITSELF AND EACH OF ITS AFFILIATES, HEREBY WAIVES ANY RIGHT TO RECOVER PUNITIVE, SPECIAL, EXEMPLARY AND CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OF ANY KIND (EXCEPT TO THE EXTENT ANY LOST PROFITS CONSTITUTE DIRECT DAMAGES UNDER APPLICABLE LAW (IT BEING AGREED AND UNDERSTOOD THAT NONE OF SUCH LOST PROFITS ARE WAIVED)) ARISING IN CONNECTION WITH OR WITH RESPECT TO THIS AGREEMENT, THE ASSOCIATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY.

13.11 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

13.12 Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement. Any signature hereto delivered by a Party by e-mail transmission via PDF attachment or by facsimile transmission shall be deemed an original signature hereto.

13.13 Further Assurances. From time to time after the Execution Date, the Parties shall each execute, acknowledge and deliver to the other such further instruments and take such other action as may be reasonably requested in order to more effectively assure the other of the benefits and enjoyment intended to be conveyed under this Agreement.

13.14 Other Investments. Subject to and without limitation of the express terms and provisions of Article 2, Article 4 and Article 8, including the respective rights and obligations of the Parties thereunder (including with respect to Acquisition Opportunities, SOZ Assets and Midstream Development Projects), each Party acknowledges and agrees that (a) the other Party and such other Party's Non-Recourse Persons may (i) pursue Excluded Acquisition Assets and acquire an interest in Acquisition Assets in respect thereof, (ii) pursue and acquire SOZ Assets and (iii) pursue and develop Midstream Development Projects, in each case, for their respective own accounts, (b) the other Party's Non-Recourse Persons have participated in and will continue to participate in (directly or indirectly) investments in the oil and gas and exploration and production industry that may, are or will be competitive with Acquisition Opportunities, the JV Interests and such Party's business, including DGOC Existing Assets and Excluded Acquisition Assets ("***Other Investments***"), and (c) neither Party shall have any right, interest or expectancy to or with respect to any Excluded Acquisition Assets or Other Investments under this Agreement or any other Associated Agreement.

13.15 Bankruptcy Provisions. Each Party agrees that if it or any of its Affiliates were to become a debtor party (each, a "***Debtor-Party***") in a case filed under Chapter 11 of Title 11 of the United States Code (the "***Bankruptcy Case***") at any time prior to the termination of this Agreement, such Debtor-Party acknowledges and agrees (a) that for the purposes of assumption or rejection as an executory contract pursuant to the provisions of 11 U.S.C. §365 or other applicable Law, this Agreement and the Associated Agreements must be assumed or rejected in their entirety as a single, integrated contract; (b) that it will make its decision to assume, to assume and assign, or to reject this Agreement and the Associated Agreements and will file the appropriate request with the bankruptcy court presiding over the Bankruptcy Case for approval of such decision not later than one hundred twenty (120) days after the filing of the Bankruptcy Case or such earlier time as may be ordered by the bankruptcy court in the Bankruptcy Case; (c) that any failure by it to perform its obligations under this Agreement and the Associated Agreements will seriously prejudice the rights and interests of the other Party due to, among other factors, the risk of loss of the oil, gas and other mineral interests and leases underlying the JV Interests that would have a material adverse effect on the value of such JV Interests; (d) that, if or when the other Party files a motion in the Bankruptcy Case to compel such Debtor- Party to decide whether to assume or reject this Agreement and the Associated Agreements, such Debtor-Party will not oppose such motion; (e) as adequate assurances of future performance for any assumption and assignment of the Associated Agreements, such assumption and assignment shall be made only to a Person (i) with a long-term unsecured non-credit enhanced debt credit rating of at least "B" by Standard & Poors or "B2" by Moody's or (ii) otherwise acceptable to the other Party in its sole discretion, in each case, as of the commencement of any hearing in the Bankruptcy Case regarding approval of such assumption and assignment (the "***Qualified Assignee***"); and (f) any sale of such Debtor-Party's interest in or to any of the JV Interests in the Bankruptcy Case shall be only to a Qualified Assignee as of the commencement of any hearing in the bankruptcy court regarding approval of such sale.

13.16 DGOC Operator Liability. Notwithstanding anything to the contrary in this Agreement or otherwise, the Parties acknowledge and agree that DGOC and any of its Affiliates that constitutes a DGOC Operator hereunder shall be jointly and severally responsible for any and all of such Affiliate DGOC Operator's obligations, duties and Liabilities arising under this Agreement or any Associated Agreement.

13.17 No Fiduciary Duty. Except as otherwise expressly set forth in Article V.D.4. of the applicable JOA, no Party nor any of its Affiliates will have any duty, including any fiduciary duty, to the other Party or its Affiliates.

13.18 Non-Recourse. Subject to and without limitation of the express terms and provisions of Article 2, Article 4, Article 8, Section 5.3 and Section 13.16, and except to the extent a named party to this Agreement, each Party acknowledges and agrees that (a) no Non-Recourse Person of a Party shall have any liability or responsibility (in contract, tort or otherwise) for any Liabilities of any Party hereto, as applicable, under this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby and (b) this Agreement may only be enforced against, and any action based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the entities that are expressly named as Parties hereto and the only with respect to the specific obligations and Liabilities set forth herein with respect to such Party. Each Non-Recourse Person is expressly intended as a third party beneficiary of this Section 13.18.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

DIVERSIFIED PRODUCTION LLC

By: /s/ Rusty Hutson, Jr.
Name: Rusty Hutson, Jr.
Title: CEO

[Signature Page to Participation Agreement]

OCM Denali Holdings, LLC

By: Oaktree Fund AIF Series (Cayman), L.P. – Series O
Its: Manager

By: Oaktree AIF (Cayman) GP Ltd.
Its: General Partner

By: Oaktree Capital Management, L.P.
Its: Director

By: /s/ Brook Hinchman
Name: Brook Hinchman
Title: Managing Director & Co-Head of North America

By: /s/ Robert LaRoche
Name: Robert LaRoche
Title: Vice President

By: Oaktree Fund AIF Series, L.P. – Series N and Series S
Its: Managers

By: Oaktree Fund GP AIF, LLC
Its: General Partner

By: Oaktree Fund GP III, L.P.
Its: Managing Member

By: /s/ Brook Hinchman
Name: Brook Hinchman
Title: Authorized Person

By: /s/ Robert LaRoche
Name: Robert LaRoche
Title: Authorized Person

APPENDIX I
DEFINITIONS

"***Acceleration Payment***" has the meaning set forth in Section 4.5(a).

"***Accounting Arbitrator***" has the meaning set forth in Section 4.4(c)(i).

"***Acquisition Assets***" has the meaning set forth in Section 4.1(a)(i).

"***Acquisition Costs***" means all amounts paid by the Parties or their respective Affiliates to an Acquisition Opportunity Seller in connection with the closing of an acquisition of Acquisition Assets included in an Acquisition Opportunity approved by the Operating Committee pursuant to which both Parties (or their respective applicable Affiliate(s)) respectively acquired an interest in such Acquisition Assets, including the purchase price (subject to any applicable adjustments thereto) and any deposits, holdbacks, contingent consideration and applicable Asset Taxes or Transfer Taxes (if any).

"***Acquisition Notice***" has the meaning set forth in Section 4.1(a)(i).

"***Acquisition Opportunity***" has the meaning set forth in Section 4.1(a)(i).

"***Acquisition Opportunity Seller***" has the meaning set forth in Section 4.1(a)(i).

"***Acquisition Share***" means, with respect to each Party, 50% of the aggregate Acquisition Costs to be paid by the Parties collectively pursuant to this Agreement.

"***Acquisition Tranche***" has the meaning set forth in Section 4.2.

"***Additional BI Reversion***" has the meaning set forth in Section 4.3(c).

"***Additional BI Reversion Date***" has the meaning set forth in Section 4.3(c).

"***Affiliate***" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with, such Person; *provided*, that notwithstanding the foregoing: (a) no member of the DGOC Group shall be considered an Affiliate of any member of the Oaktree Group, and vice versa; and (b) with respect to Oaktree, only the Oaktree Fund and Persons that are directly or indirectly Controlled by the Oaktree Fund shall be considered Affiliates of Oaktree.

"***Agreement***" has the meaning set forth in the Preamble.

"***AP Existing Permitted Hedges***" has the meaning set forth in Section 4.5(c).

"***Appalachia***" means the areas and lands within the states of New York, Pennsylvania, Ohio, West Virginia, Maryland, Kentucky, Virginia and Tennessee.

"***Appalachia Shared Opportunity Zone***" has the meaning set forth in Section 2.5(a).

"***Appalachia SOZ Assets***" has the meaning set forth in Section 2.5(a)

"***Approved Operating Budget***" has the meaning set forth in Section 6.2(c).

"***AS Closing Date***" has the meaning set forth in Section 11.4(b)(iv).

"***AS Consents***" has the meaning set forth in the definition of "Asset Separation Information".

"***AS Effective Date***" has the meaning set forth in the definition of "Asset Separation Information".

"***AS Package***" has the meaning set forth in Section 11.4(b)(i).

"***AS Package Election Notice***" has the meaning set forth in Section 11.4(b)(iii).

"***AS Package Memorandum***" has the meaning set forth in Section 11.4(b)(i).

"***AS Package Review Period***" has the meaning set forth in Section 11.4(b)(ii).

"***Asset Separation***" has the meaning set forth in Section 11.4(b).

"***Asset Separation Information***" means, with respect to an AS Package (and the Tranche JV Interests included therein), the following documents, materials and information:

(a) the identification, description, location and general characteristics of the applicable Tranche JV Interests included within such AS Package, including DGOC's reasonable and good faith estimate or projection of the fair market value thereof (which shall, for purposes of clarity, identify and take into account any applicable asset retirement obligations, imbalances and other similar obligations or Liabilities with respect to such AS Package) and a description of any material midstream assets included in such AS Package, in each case, in reasonable detail (as determined in good faith by DGOC);

(b) a good faith estimate of the oil and gas reserves attributable to or included in such AS Package (including any applicable existing reserve report(s)), including a breakdown of DGOC's good faith estimate of the respective fair market values associated with PDP reserves, proved reserves and PUD reserves attributable to such AS Package;

(c) copies of any confidential information memoranda, management presentations or other documents or information prepared by any investment bank or similar Person engaged by DGOC or any of its Affiliates in connection with the division of the relevant Tranche JV Interests into such AS Package;

(d) true and complete copies of all material contracts (including all Affiliate contracts) and permits applicable to the relevant Tranche JV Interests and any material due diligence reports or summaries prepared for, by or on behalf of any member of the DGOC Group in respect of the division of the relevant Tranche JV Interests into such AS Package;

(e) a reasonably detailed description and analysis of any (i) any pending or threatened Proceedings (or the settlement or results of any Proceedings) that are applicable or related to any of the applicable Tranche JV Interests included in such AS Package (including, for purposes of clarity, with respect to the ownership, operation, development or use thereof) and (ii) any material environmental conditions or environmental Liabilities existing with respect to or that are otherwise related to any of the applicable Tranche JV Interests including in such AS Package (including with respect to the ownership, operation, use or development thereof), all of which shall, for purposes of clarity, be taken into account in good faith by DGOC in its estimate or projection of the fair market value of the applicable Tranche JV Interests included in such AS Package;

(f) the identification and description of any and all consents, preferential purchase rights, rights of first refusal, rights of first offer and other similar rights of any Person known to DGOC that DGOC determines in good faith are reasonably likely to be applicable to the applicable Asset Separation and the transactions contemplated to be consummated in connection therewith (collectively, with respect to the applicable Asset Separation, the "***AS Consents***"), including, for purposes of clarity, whether any such AS Consents have been obtained (or waived) by the applicable holder(s) thereof;

(g) a description of any reasonably foreseeable relationships (whether contractual or otherwise) with Affiliates of DGOC that would be reasonably likely to exist or otherwise be necessary following the consummation of the applicable Assets Separation with respect to such AS Package;

(h) the proposed effective date for the consummation of the applicable Asset Separation (the "***AS Effective Date***");

(i) a proposed budget with respect to Operations for such AS Packages for the period of time from the applicable AS Effective Date with respect to such Asset Separation through the end of the Calendar Year following the Calendar Year in which such AS Effective Date occurs;

(j) any other information or materials with respect to such AS Package that DGOC in good faith believes or determines would be material for purposes of Oaktree's analysis and evaluation of such AS Package (and the applicable Asset Separation); and

(k) any other information or materials in the possession or control of DGOC or its Affiliates that Oaktree may reasonably request in writing with respect to such AS Package or any matters related thereto or to the applicable Asset Separation.

"***Asset Tax***" means ad valorem, property, excise, severance, production, sales, use, and similar Taxes (including, for purposes of clarity, impact fees and other similar fees) based upon or measured by the ownership or operation of the JV Interests or the production of Hydrocarbons or the receipt of proceeds therefrom, but excluding, for the avoidance of doubt, Income Taxes and Transfer Taxes.

"***Assignment***" means an assignment and bill of sale in substantially the form attached hereto as Exhibit C.

"***Associated Agreements***" means, collectively, the JOAs, the Assignments, any Tax Partnership Agreement and any other agreements entered into by both Parties (or their respective applicable Affiliate(s)) and/or any other agreements entered into by both Parties (or their respective applicable Affiliate(s)) and Third Parties in furtherance of the conduct of Operations or any other matters set forth in this Agreement.

"***Availability Period***" has the meaning set forth in Section 3.2.

"***Bankruptcy Case***" as the meaning set forth in Section 13.15.

"***Burden***" means any and all royalties (including lessor's royalty), overriding royalties, production payments, net profits interests and other burdens upon, measured by or payable out of production (excluding, for the avoidance of doubt, any Taxes other than Assets Taxes).

"***Business Day***" means a day (other than a Saturday or Sunday) on which commercial banks in New York, New York are generally open for business.

"***Calendar Month***" means any of the months of the Gregorian calendar.

"***Calendar Quarter***" means a period of three (3) consecutive Calendar Months, commencing on the first day of January, the first day of April, the first day of July and the first day of October in any Calendar Year.

"***Calendar Year***" means a period of twelve (12) consecutive Calendar Months, commencing on the first day of January.

"***Capital Commitments***" has the meaning set forth in Section 3.1.

"***Change of Control***" means, with respect to any Party, (a) any direct or indirect change in Control of such Party, whether through merger, sale of Equity Interests, operation of law or any other transaction or series of transactions, or (b) any direct or indirect transfer by such Party of any or all of its rights, interests, title or obligations under this Agreement or to the JV Interests through merger, sale of Equity Interests, operation of law or any other transaction or series of transactions; *provided*, that the following shall not constitute a "Change of Control" for purposes of this Agreement: (i) a change in Control of an ultimate parent entity of a Party (including, (x) with respect to DGOC, a change in Control of Diversified Gas & Oil PLC, Diversified Gas & Oil Corporation, Diversified Midstream, LLC and/or Diversified Energy Marketing, LLC or (y) with respect to Oaktree, a change in Control of Oaktree Capital Group, LLC); (ii) a change in Control of DGOC which occurs prior to the date on which the Operating Committee unanimously approves an Acquisition Opportunity in accordance with Section 6.1 for the first time under this Agreement; *provided*, that if such Acquisition Opportunity is not ultimately consummated by the Parties, then such unanimous approval of such Acquisition Opportunity by the Operating Committee shall not thereafter count for purposes of this clause (ii); (iii) a change in Control of any Affiliate of a Party which is a public company whose stock or equity is traded on a national stock exchange; or (iv) any other transaction in which one or more Affiliates of a Party has ongoing Control, directly or indirectly, of such Party.

"***Committee Member***" has the meaning set forth in Section 6.1(a).

"***Confidential Information***" means any and all confidential or proprietary information related to Acquisition Opportunities, JV Interests and Operations (including the terms of this Agreement and any other Associated Agreement), regardless of the format of such information or the manner in which such information is provided, together with all notes, summaries, analyses, compilations, studies, interpretations, memoranda and other documents based thereon or extracts, copies and other reproductions thereof, but shall exclude any information which (a) is or becomes generally available to the public (other than from wrongful disclosure in violation of this Agreement), (b) is created without use of information that constitutes Confidential Information pursuant to this definition and was received from the other Party or (c) is acquired independently from a source other than the applicable disclosing Party, any of its Affiliates or any of its or their respective Representatives; *provided*, that such source is not actually known to the applicable receiving Party to be subject to any contractual, legal, fiduciary or other obligation of confidentiality with respect to such information.

"***Confidentiality Agreement***" means that certain Confidentiality Agreement between the Parties or their Affiliates dated June 15, 2020 (erroneously referred to as June 15, 2019).

"***Control***" (including the terms "Controlling," "Controlled by" and "under common Control with") with respect to any Person means the possession, directly or indirectly, of the power to exercise or determining the voting of more than 50% of the voting rights in a corporation, and, in the case of any other type of entity, the right to exercise or determine the voting of more than 50% of the Equity Interests of such Person having voting rights, or otherwise to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise. For the avoidance of doubt, if a Person does not directly or indirectly direct or cause the direction of the investment decisions of another Person, then such Person shall not be deemed to "Control" such other Person for purposes hereof (*e.g.*, the ownership by such Person of Equity Interests in a portfolio company with respect to which such Person (x) does not direct or cause the direction of the board of directors or other managing body of such portfolio company, if applicable, (y) is part of a consortium or other group of owners that collectively direct or cause the direction of the management and policies of such portfolio company but such Person does not individually direct or cause the direction of the management and policies of such portfolio company, or (z) has only negative consent rights or similar negative control rights and/or only limited affirmative rights without the ability to direct or cause the direction of the management and policies of such portfolio company generally).

"***Dead Deal Costs***" means any JV Acquisition Opportunity Expenses paid by any member of the Oaktree Group in respect of an Acquisition Opportunity that was (a) approved by the Operating Committee pursuant to Section 6.1 but (b) not consummated by any member of the Oaktree Group under this Agreement.

"***Debtor-Party***" has the meaning set forth in Section 13.15.

"***Default Operating Budget***" has the meaning set forth in Section 6.2(d).

"***Definitive Acquisition Agreement***" means, with respect to an Acquisition Opportunity, any definitive purchase and sale agreement (or other similar acquisition agreement) entered into by any between (or among, if applicable) (x) a Party or the Parties (and/or any of its or their respective Affiliates), as applicable, on the one hand, and (y) the applicable Acquisition Opportunity Seller, on the other hand.

"***DGOC***" has the meaning set forth in the Preamble.

"***DGOC Acquisition Event***" means, with respect to any Acquisition Opportunity, an event which shall be deemed to have occurred if, following the time at which DGOC has elected to participate in such Acquisition Opportunity pursuant to Section 6.1, any member of the DGOC Group becomes aware (including, for purposes of clarity, as a result of any documents or information that are at any time (x) provided or otherwise made available by any member of the Oaktree Group or any of their respective Representatives to any member of the DGOC Group or any of their respective Representatives, (y) provided or otherwise made available by or on behalf of the applicable Acquisition Opportunity Seller(s) or any of its or their respective Representatives to any member of the DGOC Group, any member of the Oaktree Group or any of their respective Representatives and/or (z) prepared or obtained by or on behalf of any member of the DGOC Group) of any event, fact, circumstance or change that, individually or in the aggregate with any other events, facts, circumstances or changes, in the good faith determination of DGOC, (a) has had, or would reasonably be expected to have, an adverse effect (other than in any *de minimis* respect) on the Acquisition Assets applicable to such Acquisition Opportunity, the applicable counterparty(ies) to the contemplated transaction or the ownership and/or operation of the Acquisition Assets on a pro forma basis following the closing of the applicable acquisition, including based upon or otherwise taking into account matters related to due diligence and deal terms that present or otherwise involve risks, liabilities or obligations that are not customarily assumed or accepted by similarly situated publicly traded E&P companies who directly or indirectly purchase interests in oil and gas properties similar to the applicable Acquisition Assets or (b) has changed, or would be reasonably be expected to change, in any respect (other than in any *de minimis* respect), any assumptions DGOC made as part of its decision to elect to participate in such Acquisition Opportunity or otherwise prior to the Operating Committee Meeting in respect of such Acquisition Opportunity, including assumptions derived from the applicable Acquisition Notice provided to Oaktree (or from any other documents or materials provided or made available by or on behalf of any member of the DGOC Group or any of its Representatives to any member of the Oaktree Group with respect to such Acquisition Opportunity) or any assumptions reflected in DGOC's financial model at any time for such Acquisition Opportunity (including pricing matters, valuation matters, reserve matters, and production and financial projections).

"***DGOC Capital Commitment***" has the meaning set forth in Section 3.1.

"***DGOC Execution Date Assets***" has the meaning set forth in Section 2.3(a).

"***DGOC Existing Assets***" has the meaning set forth in Section 2.3(a).

"***DGOC Group***" means, collectively, DGOC and its Affiliates, but excluding any member of the Oaktree Group.

"***DGOC Initial Interest***" means, with respect to any Acquisition Assets and/or JV Interests, an undivided 52.5% of the aggregate interests of the DGOC Group and the Oaktree Group in and to such Acquisition Assets and/or JV Interests.

"***DGOC Non-Recourse Persons***" means any of DGOC's Affiliates (other than, for purposes of clarity, any DGOC Operator) and any current or former Representative of DGOC or any of its Affiliates.

"***DGOC Operator***" has the meaning set forth in Section 5.1(a).

"***DGOC Package***" has the meaning set forth in Section 11.4(b)(iii).

"***DGOC Reversionary Interest***" means, with respect to any JV Interests, an undivided 59.625% of the aggregate interests of the DGOC Group and the Oaktree Group in and to such JV Interests.

"***DGOC/Oaktree JOA***" has the meaning set forth in Section 5.4(a).

"***Emergency***" means a sudden or unexpected event which causes, or would reasonably be expected to risk causing, (a) damage in any material respect to any of the JV Interests or the property of a Third Party, (b) death of or injury to any Person, (c) damage to natural resources (including wildlife) or the environment or (d) safety concerns associated with continued operations. For the avoidance of doubt, an Emergency shall include any release or threatened release of hazardous substances into the environment that requires notification to any Governmental Authority under applicable Law.

"***Emergency Costs***" has the meaning set forth in Section 6.2(g).

"***Encumbrance***" means a mortgage, lien, security interest, pledge, charge, or other encumbrance. "***Encumber***" shall have the meanings correlative thereto.

"***Equity Interests***" means, with respect to any Person, any and all shares, interests, participations or other equivalents, however designated, and whether voting or nonvoting, or certificated or non-certificated, including membership interests and partnership interests (whether general or limited) and any other interest or participation that confers on any such Person the right to receive a share of the profits and losses of, or distributions of property of, such Person, but excluding debt securities convertible or exchangeable into any of the foregoing.

"***Excluded Acquisition Assets***" has the meaning set forth in Section 2.3(f).

"***Excluded Assets***" has the meaning set forth in Section 2.3.

"***Excluded Budget Items***" has the meaning set forth in Section 6.2(b).

"***Excluded Oaktree Entities***" means, collectively, (a) Oaktree Capital Group, LLC and its Affiliates, (b) Brookfield Asset Management Inc. and its Affiliates, and (c) any fund, investment account or other investment vehicle or portfolio company directly or indirectly managed, advised or sponsored by any of the Persons described in clauses (a) and (b), in each case, other than Oaktree and the other members of the Oaktree Group.

"***Execution Date***" has the meaning set forth in the Preamble.

"***First Acquisition Date***" means the date on which the Parties close the first Acquisition Opportunity in accordance with Section 4.1.

"***First BI Reversion***" has the meaning set forth in Section 4.3(a).

"***First BI Reversion Date***" has the meaning set forth in Section 4.3(a).

"***First Identified Business Opportunity***" means any Acquisition Opportunity of which Oaktree first becomes aware as a result of its receipt of an Acquisition Notice from DGOC hereunder; *provided* that (a) a First Identified Business Opportunity shall not include any Acquisition Opportunity of which any member of the Oaktree Group (i) previously became aware or (ii) subsequently and independently becomes aware following such initial disclosure other than as a result of a disclosure by Oaktree or any of its Representatives and (b) for purposes of clarity, Section 4.1(e)(i)(A) shall not be applicable to any Acquisition Opportunity that does not constitute a First Identified Business Opportunity.

"***Fixed Land Costs***" means any delay rentals, minimum rentals, Asset Taxes, land rentals (including surface rentals), permit fees and other similar fees that the Operator is entitled to charge to the joint account of the Parties under the applicable JOA.

"***GAAP***" means generally accepted accounting principles in the United States, consistently applied.

"***GC Provisions***" means the terms and provisions of Sections 5.1(a), 5.1(c), 5.1(d), 5.1(e), 5.1(f), 5.6(a), 5.6(b), 5.6(c), 5.6(d), 6.2(c), 6.2(e) and 6.2(g).

"***Good Cause***" has the meaning set forth in Section 5.1(g).

"***Governmental Authority***" means any federal, state, local, municipal, tribal or other government; any governmental, quasi-governmental, regulatory or administrative agency, commission, arbitral body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power; and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

"***Hedges***" means any contracts with respect to any swap, forward, future or derivative transaction or option or similar agreement, whether exchange traded, "over-the-counter" or otherwise, involving, or settled by reference to Hydrocarbon pricing with respect to production associated with a Party's interest in the JV Interests.

"***Hydrocarbons***" means oil and gas and other hydrocarbons (including condensate) produced or processed in association therewith (whether or not such item is in liquid or gaseous form), or any combination thereof, and any minerals produced in association therewith; *provided*, that for clarity, "Hydrocarbons" shall not include hard rock minerals such as coal.

"***Immaterial Assets***" has the meaning set forth in Section 9.2(a)(iii).

"***Income Taxes***" means any income, franchise, capital gain and similar Taxes.

"***Initial Acquisition Budget***" has the meaning set forth in Section 4.1(a)(iv).

"***IRR***" means, with respect to any Acquisition Tranche as of any time of determination, the annual pre-Income Tax, unlevered internal rate of return on the sum of all Acquisition Costs and Operating Costs paid by the Oaktree Group as of such time in respect of the applicable Tranche JV Interests as of such time, calculated on a cumulative basis; *provided*, that, in calculating the IRR for an applicable Acquisition Tranche:

(a) all Acquisition Costs and Operating Costs actually paid by any member of the Oaktree Group will be considered to have been paid on the date actually paid;

(b) Oaktree's return on its investment shall be the total revenues actually received by the Oaktree Group as of such date with respect to its interests in applicable Tranche JV Interests, including (i) any revenues actually received by the Oaktree Group attributable to the applicable Tranche JV Interests, (ii) the Acceleration Payment actually received by any member of the Oaktree Group from DGOC for such Acquisition Tranche (if applicable) and (iii) all Oaktree Transfer Net Proceeds actually received by the Oaktree Group for the sale or other Transfer of applicable Tranche JV Interests to a Third Party in accordance with Article 9;

(c) revenues will be considered to have been received by the Oaktree Group on the date on which the applicable member of the Oaktree Group actually receives such payment;

(d) all documented, out-of-pocket Third Party expenses paid by any member of the Oaktree Group in connection with the negotiation and execution of this Agreement and the Associated Agreements shall be included in the calculation of the IRR for the first Acquisition Tranche;

(e) with respect to any transaction expenses paid by any member of the Oaktree Group in respect of any Tranche JV Interests included in such Acquisition Tranche, (x) fifty percent (50%) of the applicable JV Acquisition Opportunity Expenses (including, for purposes of clarity, any such JV Acquisition Opportunity Expenses that constitute Dead Deal Costs) shall be included in the calculation of the IRR for such Acquisition Tranche, (y) the applicable SOZ Acquisition Share of all SOZ Acquisition Costs for SOZ Assets which are part of such Acquisition Tranche shall be included in the calculation of the IRR for such Acquisition Tranche and (z) no other transaction expenses paid or incurred by any member of the Oaktree Group in respect of an Acquisition Opportunity shall be included in the calculation of the IRR for such Acquisition Tranche;

(f) subject to Sections 4.5(c) and 4.5(d), all realized, settled gains or losses (or other amounts described in this subsection (f)) pursuant to or in connection with Permitted Hedges relating to the interests of the Oaktree Group in the applicable Tranche JV Interests shall be included in the calculation of the IRR, including, for purposes of clarity, (x) the amount of any applicable Termination Proceeds and/or Termination Settlements paid or received, as applicable, by any member of the Oaktree Group under Sections 4.5(c) or 4.5(d) as of the date such amounts are paid or received, (y) the amount of any costs or expenses paid by the Oaktree Group in connection with entering into any Permitted Hedges that do not constitute "cost free" Hedges as of the date such amounts are paid by the Oaktree Group and (z) the amount of any fees paid by the Oaktree Group in connection with the novation of any AP Existing Permitted Hedges in accordance with Section 4.5(d) will be considered to have been paid as of the date such amounts are actually paid by the Oaktree Group;

(g) all costs and expenses actually paid by any member of the Oaktree Group with respect to any security or credit support provided pursuant to Sections 5.6(d) with respect to any applicable Tranche JV Interests will be considered to have been paid on the date actually paid;

(h) all costs and expenses that are netted out of Oaktree's applicable proceeds of production of Hydrocarbons from the applicable Acquisition Tranche by the applicable Operator in accordance with this Agreement and/or the applicable JOA (as opposed to being actually paid by any member of the Oaktree Group) will be considered to have been paid on the date actually netted;

(h) the following costs shall not be included in the calculation of IRR:
(i) any costs paid by a member of the Oaktree Group to an Accounting Arbitrator pursuant to Section 4.4(c)(v), (ii) any realized, settled gain or loss pursuant to Hedges that do not constitute Permitted Hedges relating to the interests of the Oaktree Group in the JV Interests; and (iii) any costs associated with a Midstream Development Project; and

(i) the IRR will be calculated using the XIRR function in the most recent version of Microsoft Excel (or if such program is no longer available, such other software program for calculating the IRR proposed by DGOC and reasonably acceptable to Oaktree).

Attached as Exhibit D is an example calculation of the IRR.

"***IRR Calculation Recipient***" has the meaning set forth in Section 4.4(a).

"***IRR Calculator***" has the meaning set forth in Section 4.4(a).

"***IRR Dispute Deadline***" has the meaning set forth in Section 4.4(b).

"***IRR Dispute Notice***" has the meaning set forth in Section 4.4(b).

"***IRR Hurdle Achievement Point***" means, with respect to a given Acquisition Tranche, the point in time at which Oaktree achieves a 10.0% IRR with respect to its interests in the Tranche JV Interests included in such Acquisition Tranche as finally determined pursuant to Section 4.3(a).

"***IRR Statement***" has the meaning set forth in Section 4.4(a).

"***JOA***" means any applicable DGOC/Oaktree JOA or Third Party JOA.

"***JV Acquisition Opportunity Expenses***" means, with respect to an Acquisition Opportunity that the Operating Committee has approved pursuant to Section 6.1, (a) all documented, out-of-pocket Third Party expenses initially paid or incurred by the DGOC Group in negotiating and documenting such Acquisition Opportunity and conducting due diligence in connection therewith and (b) all Oaktree Permitted Legal Costs paid or incurred by any member of the Oaktree Group with respect to such Acquisition Opportunity; *provided*, that if a Party delivers a Rejection Notice in respect of an Acquisition Opportunity, then "JV Acquisition Opportunity Expenses" with respect to such Acquisition Opportunity shall include only those expenses and costs of the DGOC Group and Oaktree Group in respect of such Acquisition Opportunity that were paid or incurred (and relate to work performed with respect to periods of time occurring) prior to the date on which such Rejection Notice is received by the other Party.

"***JV Interests***" means interests in Acquisition Assets in which both Parties and/or their respective Affiliates own an undivided interest as a result of an Acquisition Opportunity.

"***JV Wells***" means interests in Wells in which both Parties and/or their Affiliates own an undivided interest as a result of an Acquisition Opportunity and/or Operations on any Acquisition Assets.

"***Knowledge***" means, (a) with respect to DGOC, the actual knowledge (without investigation) of the following Persons: Rusty Hutson, Eric Williams, Brad Gray, Randall Barron and James Rode; and (b) with respect to Oaktree, the actual knowledge (without investigation) of the following Persons: Robert LaRoche, Brook Hinchman and Jared Parker.

"***Laws***" means any applicable statute, law, rule, regulation, ordinance, order, code, ruling, writ, injunction, decree or other official act of or by any Governmental Authority.

"***Lease Operating Expenses***" means, with respect to any Oil and Gas Interests, any costs customarily classified as operating expenses in accordance with GAAP and consistent with past practices incurred with respect to such Oil and Gas Interests after such Oil and Gas Interests have commenced production of Hydrocarbons.

"***Leases***" has the meaning set forth in Section 2.1(a).

"***Liabilities***" means any and all claims, obligations, causes of action, payments, charges, judgments, assessments, liabilities, losses, damages, penalties, fines and costs and expenses, including any reasonable attorneys' fees, legal or other expenses incurred in connection therewith and including liabilities, costs, losses and damages for personal injury or death or property damage or environmental damage or remediation.

"***MDP ROFO Offeree***" has the meaning set forth in Section 2.6(a).

"***MDP ROFO Offeror***" has the meaning set forth in Section 2.6(a).

"***Memorandum of Participation Agreement***" has the meaning set forth in Section 7.6.

"***Midstream Assets***" means the following assets: (a) gas gathering systems, (including gathering pipelines), pipelines and equipment and facilities and personal property located downstream of any wellhead, compressor stations, handling facilities, separation facilities, treatment facilities, processing facilities and plants, and other facilities related thereto; (b) oil tanks, fittings and other related facilities; (c) water pipelines and other related facilities; and (d) any other assets related thereto.

"***Midstream Development Project***" has the meaning set forth in Section 2.6(a).

"***Midstream Development Project Notice***" has the meaning set forth in Section 2.6(a).

"***Midstream Development Project Review Period***" has the meaning set forth in Section 2.6(d).

"***Midstream Participation Offer***" has the meaning set forth in Section 2.6(d).

"***Midstream Participation Offer Acceptance Period***" has the meaning set forth in Section 2.6(d).

"***Mineral Interests***" has the meaning set forth in Section 2.1(c).

"***MOIC***" means, with respect to any Acquisition Tranche as of any time of determination, the quotient of (x) the cumulative net revenues actually received by the Oaktree Group in respect of their interests in the applicable Tranche JV Interests as of such time *divided by* (y) the aggregate amount of (I) all Acquisition Costs and (II) to the extent not netted out of Oaktree's share of applicable proceeds of Hydrocarbon production in accordance with the calculation of cumulative net revenues set forth in clause (a) below, Operating Costs, in each case that that are paid by the Oaktree Group prior to such time in respect of their interests in the applicable Tranche JV Interests as of such time; *provided*, that, in calculating the MOIC:

(a) the cumulative net revenues actually received by the Oaktree Group as of such time shall be the difference of (i) the cumulative revenues actually received by the Oaktree Group in respect of their interests in the applicable Tranche JV Interests as of such time *minus* (ii) the sum of all Operating Costs that are netted out of Oaktree's share of applicable proceeds of production of Hydrocarbons from the applicable Acquisition Tranche by the Operator as of such time in respect of the applicable Tranche JV Interests as of such time, calculated on a cumulative basis;

(b) for purposes of determining the cumulative net revenues actually received by the Oaktree Group pursuant to clause (a)(i), such cumulative net revenues shall include the total revenues actually received by the Oaktree Group as of such date with respect to its interests in applicable Tranche JV Interests, including (i) any revenues actually received by the Oaktree Group attributable to the applicable Tranche JV Interests, (ii) the Acceleration Payment actually received by any member of the Oaktree Group from DGOC for such Acquisition Tranche (if applicable) and (iii) all Oaktree Transfer Net Proceeds actually received by the Oaktree Group for the sale or other Transfer of applicable Tranche JV Interests to a Third Party in accordance with Article 9;

(c) revenues will be considered to have been received by the Oaktree Group on the date on which the applicable member of the Oaktree Group actually receives such payment;

(d) all Acquisition Costs actually paid by any member of the Oaktree Group will be considered to have been paid on the date actually paid;

(e) all documented, out-of-pocket Third Party expenses paid by any member of the Oaktree Group in connection with the negotiation and execution of this Agreement and the Associated Agreements shall be included in the calculation of the cumulative net revenues for the first Acquisition Tranche;

(f) with respect to any transaction expenses paid by any member of the Oaktree Group in respect of any Tranche JV Interests included in such Acquisition Tranche, (x) fifty percent (50%) of the applicable JV Acquisition Opportunity Expenses (including, for purposes of clarity, any such JV Acquisition Opportunity Expenses that constitute Dead Deal Costs) shall be included in the calculation of the cumulative net revenues for such Acquisition Tranche, (y) the applicable SOZ Acquisition Share of all SOZ Acquisition Costs for SOZ Assets which are part of such Acquisition Tranche shall be included in the calculation of the MOIC for such Acquisition Tranche and (z) no other transaction expenses paid or incurred by any member of the Oaktree Group in respect of an Acquisition Opportunity shall be included in the calculation of the cumulative net revenues for such Acquisition Tranche;

(g) subject to Sections 4.5(c) and 4.5(d), all realized, settled gains or losses (or other amounts described in this subsection (g)) pursuant to or in connection with Permitted Hedges relating to the interests of the Oaktree Group in the applicable Tranche JV Interests shall be included in the calculation of the MOIC, including, for purposes of clarity, (x) the amount of any applicable Termination Proceeds and/or Termination Settlements paid or received, as applicable, by any member of the Oaktree Group under Sections 4.5(c) or 4.5(d) as of the date such amounts are paid or received, (y) the amount of any costs or expenses paid by the Oaktree Group in connection with entering into any Permitted Hedges that do not constitute "cost free" Hedges as of the date such amounts are paid by the Oaktree Group and (z) the amount of any fees paid by the Oaktree Group in connection with the novation of any AP Existing Permitted Hedges in accordance with Section 4.5(d) will be considered to have been paid as of the date such amounts are actually paid by the Oaktree Group;

(h) any Operating Costs that are actually paid by any member of the Oaktree Group (as opposed to such Operating Costs being netted out of Oaktree's applicable proceeds of production of Hydrocarbons from the applicable Acquisition Tranche by the applicable Operator in accordance with this Agreement and/or the applicable JOA) will be considered to have been paid on the date actually paid;

(i) all costs and expenses actually paid by any member of the Oaktree Group with respect to any security or credit support provided pursuant to Sections 5.6(d) with respect to any applicable Tranche JV Interests will be considered to have been paid on the date actually paid; and

(j) the following costs shall not be included in the calculation of MOIC:
(i) any costs paid by a member of the Oaktree Group to an Accounting Arbitrator pursuant to Section 4.4(c)(v); (ii) any realized, settled gain or loss pursuant to Hedges that do not constitute Permitted Hedges relating to the interests of the Oaktree Group in the JV Interests; and (iii) any costs associated with a Midstream Development Project.

Attached as Exhibit D is an example calculation of the MOIC.

"***Non-Ap Shared Opportunity Zone***" has the meaning set forth in Section 2.5(d)(ii).

"***Non-Ap SOZ Assets***" has the meaning set forth in Section 2.5(d)(iii).

"***Non-Breaching Party***" has the meaning set forth in Section 4.1(d)(ii)(B).

"***Non-Closing Party***" has the meaning set forth in Section 4.1(d)(i)(B).

"***Non-FIBO Opportunity***" has the meaning set forth in Section 4.1(h).

"***Non-Recourse Persons***" means, (a) with respect to DGOC, the DGOC Non-Recourse Persons and (b) with respect to Oaktree, the Oaktree Non-Recourse Persons.

"***Oaktree***" has the meaning set forth in the Preamble.

"***Oaktree Acquisition Event***" means, with respect to any Acquisition Opportunity, an event which shall be deemed to have occurred if, following the time at which Oaktree has elected to participate in such Acquisition Opportunity pursuant to Section 4.1(b), any member of the Oaktree Group becomes aware (including, for purposes of clarity, as a result of any documents or information that are at any time (x) provided or otherwise made available by any member of the DGOC Group or any of their respective Representatives to any member of the Oaktree Group or any of their respective Representatives, (y) provided or otherwise made available by or on behalf of the applicable Acquisition Opportunity Seller(s) or any of its or their respective Representatives to any member of the DGOC Group, any member of the Oaktree Group or any of their respective Representatives and/or (z) prepared or obtained by or on behalf of any member of the Oaktree Group) of any event, fact, circumstance or change that, individually or in the aggregate with any other events, facts, circumstances or changes, in the good faith determination of Oaktree, (a) has had, or would reasonably be expected to have, an adverse effect (other than in any *de minimis* respect) on the Acquisition Assets applicable to such Acquisition Opportunity, the applicable counterparty(ies) to the contemplated transaction or the ownership and/or operation of the applicable Acquisition Assets on a pro forma basis following the closing of the applicable acquisition, including based upon or otherwise taking into account matters related to due diligence and deal terms that present or otherwise involve risks, liabilities or obligations that are not customarily assumed or accepted by similarly situated private equity funds who directly or indirectly purchase interests in oil and gas properties similar to the Acquisition Assets or (b) has changed, or would be reasonably be expected to change, in any respect (other than in any *de minimis* respect), any assumptions Oaktree made as part of its decision to elect to participate in such Acquisition Opportunity or otherwise prior to the Operating Committee Meeting in respect of such Acquisition Opportunity, including assumptions derived from the applicable Acquisition Notice provided to Oaktree (or from any other documents or materials provided or made available by or on behalf of any member of the DGOC Group or any of its Representatives to any member of the Oaktree Group with respect to such Acquisition Opportunity) or any assumptions reflected in Oaktree's financial model at any time for such Acquisition Opportunity (including pricing matters, valuation matters, reserve matters, and production and financial projections).

"***Oaktree Capital Commitment***" has the meaning set forth in Section 3.1.

"***Oaktree Elected Opportunity***" has the meaning set forth in Section 4.1(g)(ii)(B).

"***Oaktree Fund***" means Oaktree Opportunities Fund XI, L.P., a Delaware limited partnership, collectively with its parallel investment vehicles, feeder vehicles, co-investment vehicles and any alternative investment vehicles formed in connection therewith.

"***Oaktree Group***" means, collectively, Oaktree and its Affiliates, but excluding any member of the DGOC Group.

"***Oaktree Initial Interest***" means, with respect to any Acquisition Assets and/or JV Interests, an undivided 47.5% of the aggregate interests of the DGOC Group and the Oaktree Group in and to such Acquisition Assets and/or JV Interests.

"***Oaktree Non-Recourse Persons***" means (a) any member of the Oaktree Group (other than Oaktree), (b) any Excluded Oaktree Entity and (c) any current or former Representative of Oaktree, any other member of the Oaktree Group or any Excluded Oaktree Entity.

"***Oaktree Package***" has the meaning set forth in Section 11.4(b)(iii).

"***Oaktree Permitted Legal Costs***" means, with respect to an Acquisition Opportunity that has been approved by the Operating Committee pursuant to Section 6.1, all documented out-of-pocket costs and expenses paid or incurred by Oaktree or any other member of the Oaktree Group to its or their respective outside legal counsel in connection with the analysis, evaluation, negotiation, pursuit and/or documentation of such Acquisition Opportunity.

"***Oaktree Permitted Recipients***" means Oaktree Capital Group, LLC, its Affiliates and all of its and their respective members, partners, shareholders, equity holders, managers, directors, officers, employees, advisors, consultants, agents and other representatives (including, without limitation, financial advisors, attorneys, and accountants), including any current and potential debt or equity financing sources.

"***Oaktree Reversionary Interest***" means, with respect to any JV Interests, an undivided 40.375% of the aggregate interests of the DGOC Group and the Oaktree Group in and to such JV Interests.

"***Oaktree Transfer Net Proceeds***" means, with respect to any Transfer by any member of the Oaktree Group of any interest in or to any JV Interests to a Third Party, the net proceeds to be received by such member of the Oaktree Group in connection with such Transfer (after, for purposes of clarity, taking into account all applicable transaction costs paid or incurred by any member of the Oaktree Group in connection with such Transfer).

"***Offsetting Hedges***" has the meaning set forth in Section 4.5(c).

"***Oil and Gas Interests***" has the meaning set forth in Section 2.1(d).

"***OP Activities***" has the meaning set forth in Section 5.3(a).

"***OP Liabilities***" has the meaning set forth in Section 5.3(a).

"***Operating Budget***" has the meaning set forth in Section 6.2(b).

"***Operating Committee***" has the meaning set forth in Section 6.1(a).

"***Operating Committee Meeting***" has the meaning set forth in Section 6.1(b).

"***Operating Costs***" means, without duplication, all costs and expenses that are (a) paid by or on behalf of any applicable Party (or any of their respective applicable Affiliates) under the terms of this Agreement, any applicable Associated Agreement or any applicable Definitive Acquisition Agreement with respect to any of the JV Interests, (b) paid by or on behalf of any member of the Oaktree Group that arise from or are attributable to the ownership, Operation, use or development of the JV Interests and/or (c) otherwise charged to any member of the Oaktree Group (or that any member of the Oaktree Group is otherwise obligated to pay) under this Agreement or the terms of any applicable Associated Agreement or any applicable Definitive Acquisition Agreement with respect to any of the JV Interests, including, in each case, any costs and expenses for or relating to (i) the permitting, drilling, logging, deepening, sidetracking, plugging back, completion, evaluating and testing of a Well, (ii) site reclamation and related costs, (iii) costs of mobilizing and demobilizing drilling and workover rigs to and from a well site, (iv) sales and similar Taxes associated with other Operating Costs, (v) title review and examination costs, (vi) geotechnical, geophysical and seismic costs, (vii) land and lease acquisition costs associated with drilling and production operations as to the JV Interests, (viii) costs and expenses of equipping Wells for production through the tanks, including costs and expenses to install gathering, dehydrating, treating, field processing, and compression facilities upstream of and at the central delivery points for all commercial products produced from such Well and costs and expenses relating to the abandonment of wells, dismantling or decommissioning of facilities, closing pits and restoring the surface around such wells, facilities and pits, (ix) Lease Operating Expenses, (x) capital expenditures contemplated by any applicable Approved Operating Budget (or that are otherwise approved by each of the Parties), (xi) Asset Taxes, (xii) Hydrocarbon transportation, gathering, processing, treatment and other midstream and marketing costs (including, for purposes of clarity, any applicable costs and expenses paid by any member of the Oaktree Group associated with or related to the provision of any security or credit support), (xiii) Fixed Land Costs and Emergency Costs, (xiv) Liabilities actually paid in accordance with any Definitive Acquisition Agreements in respect of any JV Interests, including in respect of any claims for indemnification thereunder, (xv) fines, penalties and other payments to Governmental Authorities in respect of the JV Interests, and (xvi) Liabilities associated with any of the foregoing activities or matters, including costs of Proceedings, investigation, litigation, arbitration, administrative proceedings, legal judgments, awards and settlements (including court and arbitration costs and attorneys' fees), to the extent attributable to actual or claimed personal injury, illness or death, property damage, environmental damage or contamination, other torts, breach of contract, violation of Law (or private rights of action under any Law), casualty and/or condemnation; *provided* that "Operating Costs" shall not, for purposes of clarity, be deemed or construed to include any state or federal Income Taxes or overhead or general and administrative costs or expenses of Oaktree or any of its Affiliates or any other costs or expenses paid or incurred by Oaktree or any of its Affiliates with respect to any Third Party consultants or advisors (other than any documented out-of-pocket costs and expenses paid or incurred by Oaktree or any other member of the Oaktree Group to its or their respective outside legal counsel in connection with any matters described in clauses (xiv) and (xvi) above).

"***Operation***" means any operation, action or activity conducted in respect of any of the JV Interests pursuant to this Agreement or any applicable JOA.

"***Operator***" has the meaning set forth in Section 5.1(a).

"***Optional Target Assets***" has the meaning set forth in Section 2.2.

"***Other Investments***" has the meaning set forth in Section 13.14.

"***Party***" and "***Parties***" have the meanings set forth in the Preamble.

"***Payment Breach***" has the meaning set forth in Section 7.5.

"***Permitted Hedge***" has the meaning set forth in Appendix II.

"***Permitted Pledge***" has the meaning set forth in Section 9.2(c)(i).

"***Person***" means any individual, corporation, company, partnership, limited partnership, limited liability company, trust, estate, Governmental Authority or any other entity.

"***Proceeding***" means any proceeding, arbitration, suit, action, written claim, investigation, written demand, written charge, audit, hearing or other legal or quasi-legal proceeding of any kind or nature by any Person or otherwise before any Governmental Authority or any arbitrator or arbitration panel or tribunal.

"***Qualified Assignee***" as the meaning set forth in Section 13.15.

"***Qualified Operator***" means, with respect to any JV Interests, a Person who is qualified under all applicable Laws to operate such JV Interests and able to provide all credit support and evidence thereof as may be required under applicable Laws for the operation of such JV Interests.

"***Rejection Notice*"** has the meaning set forth in Section 4.1(c)(i)(A).

"***Representatives***" means, with respect to any Person, such Person's Affiliates and its and their respective partners, shareholders, equity holders, managers, directors, officers, employees, advisors, consultants, agents and other representatives (including, without limitation, financial advisors, attorneys, and accountants); *provided*, that term "Representatives" shall not include a Party's potential debt or equity financing sources unless the same have executed a confidentiality agreement with such Person (or its applicable Affiliate) covering matters that would include the subject matter of this Agreement and Operations hereunder.

"***Restricted Period***" means the period beginning on the Execution Date and ending on the fifth anniversary thereof.

"***Reversion***" means a First BI Reversion, a Subsequent RT Reversion Reversal, a Subsequent SB Reversion Reversal or an Additional BI Reversion, as applicable.

"***Reversion Date***" means the First BI Reversion Date, Subsequent RT Reversion Reversal Date, Subsequent SB Reversion Reversal Date or Additional BI Reversion Date, as applicable.

"***ROFO Acceptance Period***" has the meaning set forth in Section 9.3(b).

"***ROFO Interest***" has the meaning set forth in Section 9.3(a).

"***ROFO Notice***" has the meaning set forth in Section 9.3(a).

"***ROFO Offer***" has the meaning set forth in Section 9.3(b).

"***ROFO Offer Letter***" has the meaning set forth in Section 9.3(b).

"***ROFO Offer Period***" has the meaning set forth in Section 9.3(b).

"***ROFO Offered Price***" has the meaning set forth in Section 9.3(b).

"***Royalty Interests***" has the meaning set forth in Section 2.1(b).

"***Securitization Transaction***" has the meaning set forth in Section 9.2(c)(iii).

"***Securitization Transaction Review Period***" has the meaning set forth in Section 9.2(c)(iii).

"***Shared Opportunity Zone***" has the meaning set forth in Section 2.5.

"***SOZ Acquisition Costs***" means, with respect to any applicable SOZ Assets, (a) all consideration paid (or agreed to be paid) by any member(s) of the DGOC Group to or for the benefit of a Third Party for the acquisition of such SOZ Assets from such Third Party, including the purchase price, lease bonuses, lease option payments, lease rental payments and other similar payments and (b) all reasonable and documented out-of-pocket transaction expenses paid or incurred by or on behalf of the applicable member(s) of the DGOC Group in connection with the acquisition of such SOZ Assets from such Third Party, including recording fees, sales, transfer and similar Taxes, reasonable attorney's fees, brokerage fees, title examination fees and other similar due diligence costs.

"***SOZ Acquisition Interest***" means, as applicable, (a) the SOZ Initial Acquisition Interest, if DGOC determines in good faith that after giving pro forma effect to Oaktree's (or its applicable Affiliate's) acquisition of its applicable proportionate share of the applicable SOZ Assets either (i) no First BI Reversion will have occurred or (ii) if a Subsequent Reversion Reversal was the most recent Reversion to have occurred, an Additional BI Reversion will not occur as a result of Oaktree's (or its applicable Affiliate's) acquisition of such SOZ Assets, in each case, with respect to the applicable Acquisition Tranche that such SOZ Assets would be included in (and constitute a part of) hereunder or (b) the SOZ Reversionary Acquisition Interest if DGOC determines in good faith that after giving pro forma effect to Oaktree's (or its applicable Affiliate's) acquisition of its proportionate share of the applicable SOZ Assets (i) a First BI Reversion or Additional BI Reversion was the most recent Reversion to have occurred and (ii) a Subsequent Reversion Reversal would not occur as a result of Oaktree's (or its applicable Affiliate's) acquisition of such SOZ Assets, in each case, with respect to the Acquisition Tranche that such SOZ Assets would be included in (and constitute a part of) hereunder.

"***SOZ Acquisition Share***" means, with respect to any SOZ Assets and Oaktree or any of its applicable Affiliates, (a) 50%, if, in connection with the applicable SOZ Asset Offer, Oaktree (or its applicable Affiliate) is entitled to elect to acquire its applicable SOZ Initial Acquisition Interest in and to such SOZ Assets, or (b) 42.875%, if, in connection with the applicable SOZ Asset Offer, Oaktree (or its applicable Affiliate) is entitled to elect to acquire its applicable SOZ Reversionary Acquisition Interest in and to such SOZ Assets.

"***SOZ Asset Acquisition Notice***" has the meaning set forth in Section 2.5(f)(i).

"***SOZ Asset Offer***" has the meaning set forth in Section 2.5(f)(i).

"***SOZ Asset Offer Acceptance Notice***" has the meaning set forth in Section 2.5(f)(iv).

"***SOZ Asset Offer Review Period***" has the meaning set forth in Section 2.5(f)(ii).

"***SOZ Assets***" means, as applicable, any Appalachia SOZ Assets and/or Non-Ap SOZ Assets.

"***SOZ Initial Acquisition Interest***" means, with respect to any SOZ Assets and Oaktree or any of its applicable Affiliates, the Oaktree Initial Interest.

"***SOZ Offeree***" has the meaning set forth in Section 2.5(f)(i).

"***SOZ Offeror***" has the meaning set forth in Section 2.5(f)(i).

"***SOZ Reversionary Acquisition Interest***" means, with respect to any SOZ Assets and Oaktree or any of its applicable Affiliates, the Oaktree Reversionary Interest.

"***Specified Rejection Matters***" means, with respect to any Acquisition Opportunity in which a Party has elected to not participate by (x) its Committee Members not unanimously voting to approve such Acquisition Opportunity at an Operating Committee Meeting called for the purpose of voting on such Acquisition Opportunity or (y) delivering to the other Party a Rejection Notice in accordance with Section 4.1(c)(i), each matter (or series of related matters) related to such Acquisition Opportunity which (a) such Party has determined in good faith materially impacted its election to not participate in such Acquisition Opportunity based on (i) its potentially material economic impact on such Acquisition Opportunity or the relevant Acquisition Assets (including the ownership and operation thereof) or (ii) its potentially material adverse impact on the risk profile of such Acquisition Opportunity or the relevant Acquisition Assets (including the ownership and operation thereof) from a regulatory, environmental, litigation, transaction structure, marketing and/or midstream perspective and (b) was specified by such Party in a written notice delivered to the other Party in connection with such election; *provided* that, (A) with respect to any election not to participate described in clause (x) above, such written notice is delivered within five (5) Business Days following the applicable Operating Committee Meeting, and (B) with respect to any election not to participate described in clause (y) above, such written notice is delivered as part of or substantially concurrently with the applicable Rejection Notice.

"***Subsequent Reversion Reversal***" has the meaning set forth in Section 4.3(d).

"***Subsequent Reversion Reversal Date***" has the meaning set forth in Section 4.3(d).

"***Subsequent RT Reversion Reversal***" has the meaning set forth in Section 4.3(b).

"***Subsequent RT Reversion Reversal Date***" has the meaning set forth in Section 4.3(b).

"***Subsequent SB Reversion Reversal***" has the meaning set forth in Section 4.3(d).

"***Subsequent SB Reversion Reversal Date***" has the meaning set forth in Section 4.3(d).

"***Tag Acceptance Period***" has the meaning set forth in Section 9.4(d).

"***Tag Holder***" has the meaning set forth in Section 9.4(a).

"***Tag Interest***" has the meaning set forth in Section 9.4(b).

"***Tag Notice***" has the meaning set forth in Section 9.4(b).

"***Tag Transfer***" has the meaning set forth in Section 9.4(a).

"***Tag Transferee***" has the meaning set forth in Section 9.4(a).

"***Tag Transferor***" has the meaning set forth in Section 9.4(a).

"***Tag-Along Right***" has the meaning set forth in Section 9.4(a).

"***Target Acquisition Opportunity***" means any Acquisition Opportunity with respect to which a majority of the relevant Acquisition Assets constitute Target Assets (as determined in good faith by DGOC based upon the relative fair market value of the Target Assets and Optional Target Assets included in such Acquisition Assets).

"***Target Assets***" has the meaning set forth in Section 2.1.

"***Tax Partnership***" has the meaning set forth in Section 10.1.

"***Tax Partnership Account***" means any deposit account identified or otherwise treated as being an asset of the Tax Partnership, with all interest accruing thereto reportable under the Tax Partnership's taxpayer identification number.

"***Tax Partnership Agreement***" has the meaning set forth in Section 10.1.

"***Tax Purposes***" has the meaning set forth in Section 10.1.

"***Taxes***" means any taxes, assessments and other governmental charges in the nature of a tax imposed by any Governmental Authority, including income, profits, gross receipts, employment, stamp, occupation, premium, alternative or add-on minimum, ad valorem, real property, personal property, transfer, value added, sales, use, customs, duties, capital stock, franchise, excise, withholding, social security (or similar), unemployment, disability, payroll, windfall profit, severance, production, estimated or other tax, including any interest, penalty or addition thereto.

"***Termination Date***" has the meaning set forth in Section 11.2.

"***Termination Proceeds***" means any revenues, proceeds, gains, payments, settlements and termination amounts received by Oaktree or any of its Affiliates in connection with the settlement, termination, liquidation and/or unwinding of any AP Existing Permitted Hedges as described in Section 4.5(d).

"***Termination Settlements***" means any costs, expenses, payments, settlements and termination amounts paid by Oaktree or any of its Affiliates in connection with the settlement, termination, liquidation and/or unwinding of any AP Existing Permitted Hedges as described in Section 4.5(d).

"***Third Party***" shall mean any Person other than (a) a Party to this Agreement or an Affiliate of a Party to this Agreement, (b) any other member of the DGOC Group or the Oaktree Group or (c) an Excluded Oaktree Entity.

"***Third Party JOA***" has the meaning set forth in Section 5.4(b)(i).

"***Tranche JV Interests***" means, with respect to a given Acquisition Tranche, all of the JV Interests included in such Acquisition Tranche.

"***Transfer***" means (a) any direct transfer, assignment, farmout, pledge, Encumbrance or other disposition and (b) any Change of Control, but will not include any Permitted Pledge, any pledge or Encumbrance created solely by a Party's execution of a JOA or the effect of any non-consent provision contained in a JOA. For purposes of clarity, any direct or indirect transfer of Equity Interests in a Party (whether through merger, sale of Equity Interests, operation of law or any other transaction or series of transactions) that does not constitute a Change of Control shall not be considered a "Transfer" for purposes hereof.

"***Transfer of Immaterial Assets***" has the meaning set forth in Section 9.2(a)(iii).

"***Transfer Taxes***" means, with respect to an Acquisition Opportunity or any applicable SOZ Assets, any applicable sales use, transfer, stamp, documentary transfer or other similar Taxes, recording fees or similar charges relating to any assignment or conveyance of any interest in or to any applicable Acquisition Assets or SOZ Assets to the Parties (or their respective applicable Affiliate(s)) pursuant to this Agreement.

"***Water Assets***" has the meaning set forth in Section 2.1(e).

"***Wells***" has the meaning set forth in Section 2.1(d).

"***Working Interest***" means, with respect to any Oil and Gas Interest, the percentage interest in and to such Oil and Gas Interest that is burdened with the obligation to bear and pay costs and expenses of maintenance, development and operations on or in connection with such Oil and Gas Interest, but without regard to the effect of any Burdens.

"***Working Interest Share***" means a Party's share of the costs and expenses of Operations based on its Working Interest in the applicable JV Interests, as such Working Interest is adjusted pursuant to Section 4.3.

Appendix II

Hedging Parameters

1. General Hedging Parameters. Notwithstanding anything to the contrary in the Agreement:

(a) with respect to the first three (3) consecutive twelve (12) month periods following the date on which Oaktree (or its applicable Affiliate) consummates an Acquisition Opportunity, Oaktree shall, as promptly as reasonably practicable following the consummation of such Acquisition Opportunity, use commercially reasonable efforts to enter into one or more Permitted Hedges covering the applicable Oaktree Interest in and to the JV Interests acquired in connection with such Acquisition Opportunity; which such Permitted Hedge(s) shall, taken together, cover (x) with respect to the applicable first twelve (12) month period, at least sixty-five percent (65%) of Oaktree's forecasted production volumes attributable to the Oaktree Interest in and to the PDP Reserves included in such JV Interests based upon the applicable Production Forecast, (y) with respect to the applicable second twelve (12) month period, at least thirty-five percent (35%) of Oaktree's forecasted production volumes attributable to the Oaktree Interest in and to the PDP Reserves included in such JV Interests based upon the applicable Production Forecast; and (z) with respect to the applicable third twelve (12) month period, a percentage determined by Oaktree in its discretion of Oaktree's forecasted production volumes attributable to the Oaktree Interest in and to the PDP Reserves included in such JV Interests based upon the applicable Production Forecast;

(b) subject to Section 1(a) of this Appendix II, Permitted Hedges may cover all or a portion of the Oaktree Interest in and to the applicable JV Interests during any period of time within any of the first three (3) consecutive twelve (12) month periods following the date on which Oaktree (or its applicable Affiliate) first enters into a Permitted Hedge covering the applicable Oaktree Interest in and to the applicable JV Interests;

(c) subject to the other provisions of this Appendix II, Oaktree may re-calculate, adjust, modify, supplement and/or replace any such Permitted Hedges on a quarterly or semi-annual basis to account for any necessary adjustments in the applicable Production Forecast or any other relevant matters (as determined by Oaktree in good faith) for any applicable period of time covered by any such Permitted Hedges and such re-calculated, adjusted, modified, supplemented and/or replaced Permitted Hedges shall, for purposes of clarity, continue to constitute (and be deemed to constitute) Permitted Hedges for all purposes of the Agreement so long as such Permitted Hedges satisfy the conditions set forth in this Appendix II;

(d) subject to Section 2(c) of this Appendix II, Permitted Hedges may include Hedges that are based upon, or utilize, the applicable index pricing (as Oaktree may determine in good faith);

(e) DGOC shall (and shall cause its applicable Affiliates to) use commercially reasonable efforts (without obligation to incur any out-of-pocket expenses or provide any consideration in connection therewith), subject to any applicable confidentiality, privilege or other restrictions in favor of the DGOC Group or any other Third Parties which prohibit disclosure to the Oaktree Group, to provide Oaktree with any documents or information that Oaktree may reasonably request from DGOC from time to time (solely if, and to the extent, any such documents or information are in DGOC's or any of its Affiliates' possession or control) in connection with Oaktree's calculation of any applicable Production Forecast (including, for purposes of clarity, any sales and/or pricing information with respect to any marketing or sales contract entered into by or on behalf of any member of the DGOC Group that covers or affects any of the Oaktree Interest in or to any applicable JV Interests); and

(f) notwithstanding anything herein to the contrary, any Hedge included, identified and/or referenced in good faith by Oaktree in a monthly statement delivered by Oaktree to DGOC under Section 5.2(b)(x) of the Agreement shall thereafter be deemed to constitute a Permitted Hedge for all purposes of the Agreement unless, with respect to a particular Hedge (and without limitation of Oaktree's right to dispute any applicable determination by DGOC), (i) DGOC delivers notice to Oaktree as promptly as reasonably practicable (but, in any event, within 30 days) following DGOC's receipt of the first such statement that includes, identifies and/or references such Hedge and (ii) in such notice, DGOC specifically identifies the Hedge that DGOC has determined in good faith does not constitute a Permitted Hedge hereunder at the time that Oaktree (or its applicable Affiliate) entered into such Hedge (together with reasonable supporting documentation therefor).

2. Limitations on Permitted Hedges.

(a) Oaktree shall not enter into Permitted Hedges in respect of JV Interests for the purpose of speculation, trading or investing in the market.

(b) Oaktree shall enter into Permitted Hedges in respect of JV Interests for the purpose of protecting against existing or anticipated commodity price and basis risk (as determined by Oaktree in good faith).

(c) A Hedge entered into by Oaktree shall be a Permitted Hedge only if entered into in accordance with then-prevailing market prices (as determined by Oaktree in good faith).

3. Definitions. For purposes of this Appendix II and the other provisions of the Agreement, the following terms shall have the following meanings:

"***Permitted Hedge***" means any Hedge entered into by or on behalf of Oaktree (or any other member of the Oaktree Group) with respect to any particular period of time and any particular JV Interests that (a) covers production of Hydrocarbons attributable to such period of time attributable to not more than eighty- five percent (85%) of Oaktree's forecasted production volumes attributable to the Oaktree Initial Interest or Oaktree Reversionary Interest, as applicable (as applicable, the "***Oaktree Interest***"), in and to the PDP Reserves included in such JV Interests based upon Oaktree's then most-recent good faith forecast of such production volumes from or attributable to such JV Interests and attributable to such period of time (as applicable, the "***Production Forecast***") and (b) otherwise complies in all material respects with the applicable provisions of this Appendix II.

"***PDP Reserves***" means oil and gas reserves that, in accordance with the Definitions for Oil and Gas Reserves promulgated by the Society of Petroleum Engineers (or any generally recognized successor thereto) as published in the most recent edition of the Petroleum Resources Management System (PRMS) as of the relevant time of determination, are classified as both "proved reserves" and "developed producing reserves".

EXHIBIT A
MEMORANDUM OF PARTICIPATION AGREEMENT

STATE OF [●] §
§
[COUNTY][PARISH] OF [●] §
§

This Memorandum of Participation Agreement (this "***Memorandum***"), dated as of [●] (the "***Execution Date***"), is by and between Diversified Production LLC, a Pennsylvania limited liability company ("***DGOC***"), and OCM Denali Holdings, LLC, a Delaware limited liability company ("***Oaktree***"). DGOC and Oaktree are each a "***Party***", and collectively the "***Parties***".

WITNESSETH:

WHEREAS, the Parties entered into that certain Participation Agreement, dated as of October 2, 2020 (as the same may be amended, modified and/or supplemented from time to time, the "***Participation Agreement***"), with respect to the joint acquisition, development and operation of certain oil and gas leases and wells and other related assets (collectively, the "***JV Interests***"), including those JV Interests set forth on Exhibit A;

WHEREAS, DGOC and Oaktree (or their respective applicable Affiliates (as defined in the Participation Agreement)) now hold an interest in, or hereafter may acquire an interest in, JV Interests pursuant to the terms of the Participation Agreement;

WHEREAS, among other things, the Participation Agreement provides for certain (a) rights, remedies, covenants, obligations and agreements with respect to the acquisition, ownership, operation, development, maintenance and use of the JV Interests and related assets, properties and interests, (b) restrictions on certain future direct and indirect Transfers (as defined in the Participation Agreement) (including certain Change of Control transactions (as defined in the Participation Agreement)) with respect to the JV Interests, and the Parties' and their respective applicable Affiliates' respective rights and obligations under the Participation Agreement, (c) liens and security interests to be granted pursuant to the applicable JOA (as defined in the Participation Agreement) to secure certain obligations of DGOC and Oaktree under the applicable JOA, (d) DGOC's obligation to provide Oaktree with the right to acquire certain interests in and to certain assets, properties and interests as more particularly set forth in the Participation Agreement (including, for purposes of clarity, certain assets, properties and interests located within any applicable shared opportunity zone(s) more particularly identified and described in the Participation Agreement), (e) obligations to pay certain costs and expenses with respect to the JV Interests in a manner other than based on each of DGOC's and Oaktree's (or their respective applicable Affiliates') respective working interests in and to the applicable JV Interests and (f) agreements, obligations, rights and restrictions with respect to the gathering, transportation, processing and marketing of Hydrocarbons (as defined in the Participation Agreement) from or attributable to the JV Interests (collectively, the "***PA Rights and Obligations***"), in each case, all as is more particularly described in, and subject to the terms of, the Participation Agreement; and

WHEREAS, pursuant to the Participation Agreement, the Parties have agreed to execute this Memorandum for the primary purpose of imparting actual, record and constructive notice to all Persons (as defined in the Participation Agreement) of the existence of the Participation Agreement as a burden on the Parties and the JV Interests and of the rights and obligations of the Parties thereunder.

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby confirm and accept the above recitals and agree as follows:

1. The Participation Agreement (including, for purposes of clarity, all terms and conditions set forth therein) is incorporated in its entirety herein by reference and all capitalized terms used but not defined herein shall have the respective meaning set forth in the Participation Agreement.

2. The (a) Parties (and their respective applicable Affiliates) and (b) JV Interests shall each be subject to and burdened by the terms, conditions and provisions of the Participation Agreement (including, for purposes of clarity, the PA Rights and Obligations). Any Transfer of any interest in or to the Participation Agreement or of any interest in or to any JV Interests is subject to restrictions and obligations more particularly set forth in the Participation Agreement (including, for purposes of clarity, specified procedures for compliance with any such Transfer, consent requirements, certain rights of first offer and certain tag-along rights). Each of DGOC's and Oaktree's respective interests in and to the applicable JV Interests will be subject to adjustment pursuant to the terms of the Participation Agreement upon the occurrence of the applicable Reversion (as defined in the Participation Agreement). The Parties acknowledge and agree that the Participation Agreement also provides that certain of the PA Rights and Obligations of one or more of the Parties shall or may also apply to certain Affiliates of the Parties as, and to the extent, provided in the Participation Agreement. The Parties acknowledge and agree that certain provisions of the Participation Agreement provide that, in the event of the conflict between the terms of the Participation Agreement and provisions of certain operating agreements that are now (or in the future may be) applicable to certain of the JV Interests and those set forth in the Participation Agreement, then the terms and provisions of the Participation Agreement shall govern and control as among the Parties, their respective applicable Affiliates and their respective successors and assigns.

3. The Participation Agreement is effective as of October 2, 2020 and shall continue in full force and effect until terminated in accordance with the terms and provisions thereof (except for certain terms and provisions that the Participation Agreement expressly provides will survive the termination of the Participation Agreement). Upon termination of the Participation Agreement, each Party is authorized to file of record in all necessary recording offices a notice of termination, and each Party agrees to execute such a notice of termination as to such Party's interest, upon the request of any Party. It is not the intent of the Parties that any provisions in the Participation Agreement violate any Law regarding the rule against perpetuities, the suspension of the absolute power of alienation or other Laws (as defined in the Participation Agreement) regarding the vesting or duration of estates, and the Participation Agreement shall be construed as not violating any such Law to the extent the same can be so construed consistent with the intent of the Parties. In the event, however, that any provision of the Participation Agreement is determined to violate any such Law, then such provision shall nevertheless be effective for the maximum period (but not longer than the maximum period) permitted by such Law that will result in no violation. To the extent the maximum period is permitted to be determined by reference to "lives in being," the Parties agree that "lives in being" shall refer to the lifetime of the last to die of the living lineal descendants of George W. Bush (the 43rd President of the United States of America).

4. The Participation Agreement extends to, inures to the benefit of, and is binding upon the Parties and each of their respective permitted successors and assigns.

5. Nothing contained in this Memorandum shall be deemed to modify, amend, alter, limit or otherwise change any of the provisions of the Participation Agreement or the rights and/or obligations of the Parties thereunder. In the event of a conflict or inconsistency between the terms and provisions of this Memorandum and the terms and provisions of the Participation Agreement, then, as between the Parties, the terms and provisions of the Participation Agreement shall control.

6. This Memorandum may be executed in any number of counterparts, each of which shall be considered an original for all purposes, but all of such counterparts shall constitute for all purposes one agreement and shall be binding upon the heirs, successors and assigns of the Parties.

[Signature and Acknowledgment Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the respective dates set forth in the acknowledgements below, but effective for all purposes as of the Execution Date.

DGOC:

DIVERSIFIED PRODUCTION LLC

By: _____
Name:
Title:

Oaktree:

OCM DENALI HOLDINGS, LLC

By: _____
Name:
Title: _____

ACKNOWLEDGMENTS

THE STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ___ day of _____, _____ by _____, the _____ of DIVERSIFIED PRODUCTION LLC, an Pennsylvania limited liability company, on behalf of said limited liability company.

_____
Notary Public in and for the State of _____

Commission Expires: _____

THE STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ___ day of _____, _____, by _____, the _____ of OCM DENALI HOLDINGS, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public in and for the State of _____

Commission Expires: _____

EXHIBIT A

JV Interests

[**Omitted**]

EXHIBIT B

FORM OF TAX PARTNERSHIP AGREEMENT

[**Omitted**]

EXHIBIT C

Form of Assignment and Bill of Sale[1]

[**Omitted**]

Exhibit D

[**Omitted**]

Exhibit 4.2

Benjamin M. Sullivan
Executive Vice President & General Counsel
bsullivan@dgoc.com

January 12, 2022

OCM Denali Holdings, LLC
333 South Grand Avenue, 28th Floor
Los Angeles, CA 90071
Attention: Robert LaRoche

Re: Participation Agreement by and between Diversified Production LLC and OCM Denali Holdings, LLC, dated as of October 2, 2020 (as the same has been amended or modified prior to the date of this letter (this "Letter") and may be further amended, modified and/or supplemented from time to time, the "Participation Agreement")

Robert,

As you are aware, Diversified Production LLC ("Diversified") and OCM Denali Holdings, LLC ("Oaktree" and, together with Diversified, each, a "Party" and, collectively, the "Parties") entered into the Participation Agreement with the intent to jointly acquire and develop Target Assets (as defined in the Participation Agreement) in accordance with the terms set forth therein. Pursuant to Sections 4.1(c)(iv) and 4.1(c)(v) of the Participation Agreement, Diversified is entitled to acquire a working interest in Target Assets that are jointly acquired by the Parties pursuant to the Participation Agreement that is greater than the working interest to be acquired by Oaktree in such Target Assets notwithstanding the fact that the Parties share equally the Acquisition Costs (as defined in the Participation Agreement) with respect to the joint acquisition of such Target Assets. Notwithstanding any potential Reversion (as defined in the Participation Agreement), one of the primary reasons for this difference was to reflect Diversified's agreement to be solely responsible for and bear all general and administrative expenses associated with the acquisition, ownership, operation and/or development of any such jointly-acquired Target Assets under the Participation Agreement.

This Letter does not amend, modify or supplement in any respect, or waive any provision of (or rights, remedies, obligations or liabilities set forth in), the Participation Agreement, and the Participation Agreement shall remain in full force and effect and unchanged notwithstanding the terms set forth in this Letter.

[*Remainder of page intentionally left blank; signature pages follow.***]**

Please indicate in the space designated below your receipt and acknowledgment of the terms of this Letter.

Sincerely,

Diversified Production LLC

By: /s/ Benjamin Sullivan
Benjamin Sullivan, Executive Vice President and General Counsel

[Signature page to Letter Agreement]

The undersigned does hereby acknowledge the terms of this Letter.

OCM Denali Holdings, LLC

By: /s/ Robert LaRoche
Robert LaRoche, Authorized Person

Exhibit 4.3

Execution Version

AMENDED, RESTATED AND CONSOLIDATED
REVOLVING CREDIT AGREEMENT

dated as of December 7, 2018

among

DIVERSIFIED GAS & OIL CORPORATION
as Borrower

KEYBANK NATIONAL ASSOCIATION
as Administrative Agent

and

the Lenders party hereto

KEYBANC CAPITAL MARKETS, THE HUNTINGTON NATIONAL BANK, CITIZENS BANK, N.A., BRANCH BANKING AND TRUST COMPANY AND ROYAL BANK OF CANADA
AS JOINT LEAD ARRANGERS AND JOINT BOOKRUNNERS

THE HUNTINGTON NATIONAL BANK, CITIZENS BANK, N.A. BRANCH BANKING AND TRUST COMPANY, AND ROYAL BANK OF CANADA
AS CO-SYNDICATION AGENTS

ING CAPITAL LLC, CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, AND U.S. BANK NATIONAL ASSOCIATION
AS CO-DOCUMENTATION AGENTS

TABLE OF CONTENTS

THIS **AMENDED, RESTATED AND CONSOLIDATED REVOLVING CREDIT AGREEMENT** dated as of December 7, 2018, is among DIVERSIFIED GAS & OIL CORPORATION, a Delaware corporation (the "Borrower"), each lender that is a party hereto, KEYBANK NATIONAL ASSOCIATION, as administrative agent for the Lenders (in such capacity, together with its successors in such capacity pursuant to the terms hereof, the "Administrative Agent"), KEYBANC CAPITAL MARKETS, as Sole Lead Arranger and Sole Book Runner, and KEYBANK NATIONAL ASSOCIATION, as Issuing Bank.

R E C I T A L S

A. The Borrower, the Administrative Agent, the lenders and other agents party thereto entered into that certain Revolving Credit Agreement dated as of March 14, 2018 as amended by that certain First Amendment dated as of July 18, 2018 and that certain Second Amendment dated as of October 10, 2018 (the "Existing DGO Credit Agreement") pursuant to which such lenders provided certain loans to and extensions of credit on behalf of the Borrower.

B. Core Appalachia Holding Co LLC, a Delaware limited liability company, as borrower ("Core"), KeyBank National Association, as administrative agent for the lenders, the lenders and other agents party thereto entered into that certain Revolving Credit Agreement dated as of January 9, 2018 as amended by that certain First Amendment dated as of October 10, 2018 (the "Existing Core Credit Agreement" and together with the Existing DGO Credit Agreement, the "Existing Credit Agreements") pursuant to which such lenders provided certain loans to and extensions of credit on behalf of Core.

C. On October 10, 2018 the Borrower acquired Core and all of its assets and subsidiaries and the Borrower and Core desire to amend, restate and consolidate the Existing Credit Agreements in accordance with the terms and conditions of this Agreement.

D. The Borrower has requested, and the Lenders have agreed, to amend, restate and consolidate the Existing Credit Agreements subject to the terms and conditions of this Agreement.

E. 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:

ARTICLE I
DEFINITIONS AND ACCOUNTING MATTERS

Section 1.01 Terms Defined Above. As used in this Agreement, each term defined above has the meaning indicated above.

Section 1.02 Certain Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"ABR" means, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"Accounting Changes" has the meaning assigned to such term in Section 1.05.

"Adjusted LIBO Rate" means, with respect to any Eurodollar Borrowing for any Interest Period (and with respect to clause (c) of the definition of "Alternate Base Rate" for an Interest Period of one month), an interest rate *per annum* (rounded upwards, if necessary, to the next 1/100 of 1%) equal to the LIBO Rate for such Interest Period multiplied by the Statutory Reserve Rate.

"Administrative Agent" has the meaning assigned to such term in the preamble hereto.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"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.

"Agents" means, collectively, the Administrative Agent, the Co-Syndication Agents and the Co-Documentation Agents; and "Agent" shall mean either the Administrative Agent, a Co-Syndication Agent or a Co-Documentation Agent, as the context requires.

"Aggregate Maximum Credit Amounts" means, at any time, an amount equal to the sum of the Maximum Credit Amounts in effect at such time.

"Agreement" means this Amended, Restated and Consolidated Revolving Credit Agreement, including the Schedules and Exhibits hereto, as the same may be amended, modified, supplemented, restated, replaced or otherwise modified from time to time.

"Alternate Base Rate" means, for any day, a rate *per annum* (rounded upwards, if necessary, to the next 1/100 of 1%) equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1.0% and (c) the Adjusted LIBO Rate for an Interest Period of one month on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1.0%; provided that for the purpose of this definition, the Adjusted LIBO Rate for any day shall be based on the LIBO Screen Rate (or if the LIBO Screen Rate is not available for such one month Interest Period, the Interpolated Rate) at the Specified Time. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate, respectively.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or any of its Affiliates from time to time concerning or relating to bribery or corruption.

"APC Acquisition" means the acquisition of all of the Equity Interests of Alliance Petroleum Corporation pursuant to the terms and conditions of the APC Acquisition Documents.

"APC Acquisition Documents" means (a) the Stock Purchase Agreement dated as of January 31, 2018 between Lake Fork Resources Acquisition Corporation, as seller, and the Borrower, as buyer, as amended by an Amended and Restated Stock Purchase Agreement dated as of March 7, 2018 between Lake Fork Resources Operating, LLC, as seller, and the Borrower, as buyer, and (b) all bills of sale, assignments, agreements, instruments and documents executed and delivered in connection therewith, as amended.

"Applicable Margin" means, for any day, the applicable rate *per annum* set forth below as determined based upon the Borrowing Base Utilization Percentage then in effect:

Borrowing Base Utilization Percentage	≤25%	>25% and ≤50%	>50% and ≤75%	>75% and ≤90%	>90%
Eurodollar Loans	2.25%	2.50%	2.75%	3.00%	3.25%
ABR Loans	1.25%	1.50%	1.75%	2.00%	2.25%
Commitment Fee Rate	0.375%	0.375%	0.50%	0.50%	0.50%

Each change in the Applicable Margin shall apply during the period commencing on the effective date of such change in the Borrowing Base Utilization Percentage and ending on the date immediately preceding the effective date of the next such change; provided that, if at any time when the Applicable Margin is determined based on Borrowing Base Utilization Percentage the Borrower fails to deliver a Reserve Report pursuant to Section 8.11(a), then beginning on the date that is 30 calendar days from the date of such failure and until such Reserve Report is delivered, the "Applicable Margin" shall mean the rate per annum set forth on the grid when the Borrowing Base Utilization Percentage is at its highest level.

"Applicable Percentage" means, with respect to any Lender at any time, the percentage of the Aggregate Maximum Credit Amounts represented by such Lender's Maximum Credit Amount as such percentage is set forth on Annex I; provided further that when a Defaulting Lender shall exist, "Applicable Percentage" shall mean the percentage of the Aggregate Maximum Credit Amounts (disregarding any Defaulting Lender's Maximum Credit Amount) represented by such Lender's Maximum Credit Amount. As of the Closing Date, each Lender's Applicable Percentage is set forth on Annex I.

"Approved Counterparty" means (a) any Secured Swap Provider or (b) any other Person that has (or the credit support provider of such Person has) a long term senior unsecured debt or corporate credit rating of BBB or Baa2 by S&P or Moody's (or their equivalent) or higher at the time of entry into the applicable Swap Agreements.

"Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and 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 Petroleum Engineers" means (a) Netherland, Sewell & Associates, Inc., (b) Ryder Scott Company Petroleum Consultants, L.P., (c) DeGolyer and MacNaughton, (d) Cawley, Gillespie & Associates, Inc., (e) Wright & Company, (f) W.D. Von Gonten & Co., and (g) any other independent petroleum engineer reasonably acceptable to the Administrative Agent.

"Arranger" means each of the Lenders listed on the cover page as joint lead arrangers and joint bookrunners in such capacity hereunder.

"Assignee" has the meaning assigned to such term in Section 12.04(b)(i).

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 12.04(b)), and accepted by the Administrative Agent, substantially in the form of Exhibit G or any other form approved by the Administrative Agent.

"Availability Period" means the period from and including the Closing Date to but excluding the Termination Date.

"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.

"Bankruptcy Code" means The Bankruptcy Reform Act of 1978 as codified as 11 U.S.C. Section 101 *et seq.*, as amended from time to time and any successor statute.

"Bankruptcy Event" means, with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, or from 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 Person that directly or indirectly controls such Person under the Dutch Financial Supervision Act 2007 (as amended from time to time and including any successor legislation); provided, further, that such ownership interest does not result in or provide such Person 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 Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 CFR § 1010.230.

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

"Borrower" has the meaning assigned to such term in the preamble hereto.

"Borrowing" means (a) Loans of the same Type, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect or (b) a Swing Line Loan.

"Borrowing Base" means, at any time, an amount equal to the amount determined in accordance with Section 2.07, as the same may be adjusted from time to time pursuant to the Borrowing Base Adjustment Provisions. The Borrowing Base on the Closing Date shall be the amount set forth in Section 2.07(a).

"Borrowing Base Adjustment Provisions" means Section 2.08(a), Section 2.08(b) and Section 2.08(c) and any other provision hereunder which adjusts (as opposed to redetermines) the amount of the Borrowing Base.

"Borrowing Base Deficiency" occurs if, at any time, the total Revolving Credit Exposures exceeds the Borrowing Base then in effect; provided, that, for purposes of determining the existence and amount of any Borrowing Base Deficiency, obligations under any Letter of Credit will not be deemed to be outstanding to the extent such obligations are Cash Collateralized.

"Borrowing Base Properties" means the Oil and Gas Properties constituting Proved Reserves that (a) are included in the most recently delivered Reserve Report delivered pursuant to Section 8.11 and (b) are given Borrowing Base credit.

"Borrowing Base Utilization Percentage" means, as of any day, the fraction expressed as a percentage, the numerator of which is the sum of the Revolving Credit Exposures of the Lenders on such day, and the denominator of which is the Borrowing Base in effect on such day.

"Borrowing Base Value" means, with respect to any Oil and Gas Property constituting Proved Reserves or any Swap Agreement, the value attributed to such asset in connection with the most recent determination of the Borrowing Base as reasonably determined by the Administrative Agent in its sole discretion acting in good faith and consistent with its customary oil and gas lending criteria as it exists at the particular time.

"Borrowing Request" means a request by the Borrower substantially in the form of Exhibit B for a Borrowing in accordance with Section 2.03.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City or Houston, Texas are authorized or required by law to remain closed; and if such day relates to a Borrowing or continuation of, a payment or prepayment of principal of or interest on, or a conversion of or into, or the Interest Period for, a Eurodollar Loan or a notice by the Borrower with respect to any such Borrowing or continuation, payment, prepayment, conversion or Interest Period, any day which is also a day on which banks are open for dealings in dollar deposits in the London interbank market.

"Capital Lease Obligations" means, with respect to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

"Cash Collateralize" means, to pledge and deposit with or deliver to the Administrative Agent (in a manner reasonably satisfactory to the Administrative Agent and Issuing Bank, which shall require such deposit to made into a controlled account), for the benefit of any Issuing Bank, the Lenders or any Secured Parties and other Persons as the context requires, as collateral for LC Exposure or obligations of the Lenders to fund participations in respect of LC Exposure, cash or deposit account balances or, if the Administrative Agent and any applicable Issuing Bank shall agree, in their sole discretion, other credit support, in each case pursuant to documentation in form and substance satisfactory to the Administrative Agent and any such Issuing Bank. "Cash Collateral" shall have a meaning correlative to the foregoing and shall include the proceeds of such Cash Collateral and other credit support.

"Cash Equivalents" means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition; (b) certificates of deposit, time deposits, eurodollar time deposits or overnight bank deposits having maturities of six months or less from the date of acquisition issued by any Lender or by any commercial bank organized under the laws of the United States or any state thereof having combined capital and surplus of not less than $500,000,000; (c) commercial paper of an issuer rated at least A-1 by S&P or P-1 by Moody's, or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within six months from the date of acquisition or (d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than 30 days, with respect to securities issued or fully guaranteed or insured by the United States government.

"Cash Management Agreement" means any agreement to provide cash management services, including treasury, depository, overdraft, credit or debit card, electronic funds transfer and other cash management arrangements.

"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 Property of any Group Member.

"Change in Control" means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group, of Equity Interests representing more than 40% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Parent, (b) the Parent shall pledge any portion of the Equity Interests of the Borrower or cease to own 100% of the Equity Interests in the Borrower, or (c) a Specified Change of Control shall have occurred.

"Change in Law" means the occurrence after the date of this Agreement of any of the following (a) the adoption 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) compliance by any Lender or Issuing Bank (or, for purposes of Section 5.01(b)), by any lending office of such Lender or by such Lender's or Issuing Bank's holding company, if any) with any request, rule, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines, requirements 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 of America 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, issued or implemented.

"Closing Date" means the date on which the conditions specified in Section 6.01 are satisfied (or waived in accordance with Section 12.02).

"CNX Acquisition" means the acquisition of certain oil, gas and mineral Properties pursuant to the terms and conditions of the CNX Acquisition Documents.

"CNX Acquisition Documents" means (a) the Purchase and Sale Agreement between CNX Gas Company LLC, as seller, and Diversified Natural Resources, LLC, as buyer, dated February 8, 2018, which shall be assigned to Alliance Petroleum Corporation pursuant to an Assignment Agreement and (b) all bills of sale, assignments, agreements, instruments and documents executed and delivered in connection therewith, as amended.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and any successor statute.

"Commitment" means, with respect to each Lender, the commitment of such Lender to make or continue Loans and to acquire participations in Letters of Credit and Swing Line Loans hereunder, expressed as an amount representing the maximum aggregate amount of such Lender's Revolving Credit Exposure hereunder, as such commitment may be (a) modified from time to time pursuant to Section 2.06, (b) modified from time to time pursuant to assignments by or to such Lender pursuant to Section 12.04(b) or (c) otherwise modified pursuant to the terms of this Agreement. The amount representing each Lender's Commitment shall at any time be the lesser of (i) such Lender's Maximum Credit Amount and (ii) such Lender's Applicable Percentage of the then effective Borrowing Base.

"Commitment Fee Rate" has the meaning assigned to such term in the definition of "Applicable Margin".

"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.

"Compliance Certificate" means the Compliance Certificate, signed by a Financial Officer, substantially in the form of Exhibit D.

"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.

"Consolidated Net Income" means with respect to the Borrower and the Consolidated Restricted Subsidiaries, for any period, the aggregate of the net income (or loss) of the Borrower and the Consolidated Restricted Subsidiaries after allowances for taxes for such period determined on a consolidated basis in accordance with GAAP; provided that there shall be excluded from such net income (to the extent otherwise included therein) the following: (a) the net income of any Person in which the Borrower or any Consolidated Restricted Subsidiary has an interest (other than a Consolidated Restricted Subsidiary), except to the extent of the amount of dividends or distributions actually paid in cash during such period by such other Person to the Borrower or to a Consolidated Restricted Subsidiary, as the case may be, from such other Person's net income; (b) the net income (but not loss) during such period of any Consolidated Restricted Subsidiary to the extent that the declaration or payment of dividends or similar distributions or transfers or loans by that Consolidated Restricted Subsidiary is not at the time permitted by operation of the terms of its charter or any agreement, instrument or Governmental Requirement applicable to such Consolidated Restricted Subsidiary or is otherwise restricted or prohibited; (c) the income (or loss) of any Person accrued prior to the date it becomes a Consolidated Restricted Subsidiary of the Borrower or is merged into or consolidated with the Borrower or any of its Consolidated Restricted Subsidiaries; (d) any extraordinary gains or losses or expenses during such period; (e) non-cash gains or losses under FASB ASC Topic 815 resulting from the net change in mark to market portfolio of commodity price risk management activities during that period and (f) any gains or losses attributable to writeups or writedowns of assets, including ceiling test writedowns.

"Consolidated Restricted Subsidiaries" means each Restricted Subsidiary of the Borrower (whether now existing or hereafter created or acquired) the financial statements of which shall be (or should have been) consolidated with the financial statements of the Borrower in accordance with GAAP.

"Consolidated Subsidiaries" means each Subsidiary of the Borrower (whether now existing or hereafter created or acquired) the financial statements of which are or shall be (or should have been) consolidated with the financial statements of the Borrower in accordance with GAAP.

"Consolidated Total Assets" means, as of any date of determination, the amount that would, in conformity with GAAP, be set forth opposite the caption "total assets" (or any like caption) on a consolidated balance sheet of the Borrower and the other Group Members.

"Control" means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Control Agreement" means a deposit account control agreement or securities account control agreement (or similar agreement), as applicable, in form and substance reasonably satisfactory to the Administrative Agent, executed by the applicable Loan Party, the Administrative Agent and the relevant financial institution party thereto, which agreement shall provide a first priority perfected Lien in favor of the Administrative Agent for the benefit of the Secured Parties in the applicable Loan Party's Deposit Account and/or Securities Account.

"Controlled Account" means a Deposit Account or Securities Account that is subject to a Control Agreement.

"Core" has the meaning assigned to such term in the Recitals hereto.

"Core Acquisition" means the acquisition of all of the Equity Interests of Core pursuant to the terms and conditions of the Core Acquisition Documents.

"Core Acquisition Documents" means (a) the Membership Interest Purchase Agreement dated as of October 10, 2018 between TCFII LLC, as seller, and the Borrower, as buyer, and (b) all bills of sale, assignments, agreements, instruments and documents executed and delivered in connection therewith, as amended.

"Current Assets" means, as of any date of determination, without duplication, the sum of all amounts that would, in accordance with GAAP, be set forth opposite the caption "total current assets" (or any like caption) on a consolidated balance sheet of the Borrower and the other Group Members at such date, plus the unused Commitments, but excluding all non-cash assets under FASB ASC Topics 815 and 410.

"Current Liabilities" means, as of any date of determination, without duplication, the sum of all amounts that would, in accordance with GAAP, be set forth opposite the caption "total current liabilities" (or any like caption) on a consolidated balance sheet of the Borrower and the other Group Members on such date, but excluding (a) all non-cash obligations under FASB ASC Topics 815 and 410 and (b) the current portion of the Loans under this Agreement.

"Current Ratio" means, with respect to the Borrower and the Consolidated Restricted Subsidiaries for any date of determination, the ratio of (a) Current Assets as of the last day of the most recently ended Fiscal Quarter (which may be such date of determination) to (b) Current Liabilities on such day.

"Daily LIBOR Rate" means, for any day and time, with respect to any Swing Line Loan, the one month London interbank offered rate (rounded upwards, if necessary, to the next 1/100 of 1%) as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate for dollars) as displayed on such day and time on the Bloomberg Screen (US0001M Index Page) as the London interbank offered rate for United States dollar deposits or, in the event such rate does not appear on such screen, on any successor or substitute screen that displays such rate, or on the appropriate page or screen of such other information service that publishes such rate from time to time as shall be selected by the Administrative Agent in its reasonable discretion; provided that, if the Daily LIBOR Rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"December 31 Reserve Report" has the meaning assigned to such term in Section 8.11(a).

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Defaulting Lender" means any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or Swing Line Loans or (iii) pay over to the Administrative Agent, the Swing Line Lender, any Issuing Bank or any other Lender any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Borrower, the Administrative Agent, the Swing Line Lender or any Issuing Bank in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a Loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by the Administrative Agent, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans and participations in then outstanding Letters of Credit and Swing Line Loans under this Agreement; provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon the Administrative Agent's receipt of such certification in form and substance satisfactory to it, or (d) has become the subject of a Bankruptcy Event, or Bail-In Action.

"Deficiency Date" has the meaning assigned to such term in Section 3.04(c)(ii).

"Deposit Account" has the meaning assigned to such term in the UCC.

"Disposition" means, with respect to any property, any sale, lease, sale and leaseback, assignment, conveyance, transfer, casualty, condemnation or other disposition thereof. The terms "Dispose" and "Disposed of" shall have correlative meanings.

"Disqualified Capital Stock" means any Equity Interest that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event, matures or is mandatorily redeemable for any consideration other than other Equity Interests (which would not constitute Disqualified Capital Stock), pursuant to a sinking fund obligation or otherwise, or is convertible or exchangeable for Indebtedness or redeemable for any consideration other than other Equity Interests (which would not constitute Disqualified Capital Stock) at the option of the holder thereof, in whole or in part, on or prior to the date that is one year after the earlier of (a) the Maturity Date and (b) the date on which there are no Loans, LC Exposure or other Secured Obligations outstanding and all of the Commitments are terminated.

"Documentation Agent" means each of the Documentation Agents identified on the cover page of this Agreement.

"dollars" or "$" refers to lawful money of the United States of America.

"Domestic Subsidiary Group Member" means any Restricted Subsidiary (a) that is organized under the laws of the United States of America or any state thereof or the District of Columbia and (b) that is not a Foreign Group Member.

"EBITDAX" means, for any period, the sum of Consolidated Net Income for such period plus the following expenses or charges to the extent deducted from Consolidated Net Income in such period: (i) interest, (ii) income and franchise taxes, (iii) depreciation, depletion, amortization and other noncash charges, (iv) actual cash transaction costs and expenses incurred in connection with the APC Acquisition, the CNX Acquisition, the EQT Acquisition, the Core Acquisition, this Agreement, the Existing Credit Agreements (including any "make whole" amounts"), (v) actual cash transaction costs and expenses incurred in connection with permitted acquisitions, permitted incurrences of Indebtedness, issuances of Equity Interests, permitted Investments or dispositions (whether or not successful) not to exceed 5% of EBITDAX for any period of four consecutive Fiscal Quarters, and (vi) amounts paid to the shareholders of the Parent in connection with corporate restructuring liabilities not to exceed $1,500,000 in the aggregate, minus all noncash income (including cancellation of indebtedness income) added to Consolidated Net Income (excluding any such non cash item to the extent it represents the reversal of an accrual or reserve for potential cash item in any prior period); provided that any realized cumulative cash gains or losses resulting from the settlement of commodity price risk contracts not included in Consolidated Net Income shall, to the extent not included, be added to EBITDAX in the case of such gains and subtracted from EBITDAX in the case of such losses (provided that in all events any such realized cumulative cash gains or losses shall be applied in equal monthly installments across the term which would have been in effect had such applicable commodity price risk contract not been settled); provided further that for the purposes of calculating EBITDAX for any period of four consecutive Fiscal Quarters (each, a "Reference Period"), (a) if during such Reference Period (or, in the case of pro forma calculations, during the period from the last day of such Reference Period to and including the date as of which such calculation is made) the Borrower or any Consolidated Restricted Subsidiary shall have made a Material Disposition or Material Acquisition, EBITDAX (including Consolidated Net Income) for such Reference Period shall be calculated after giving pro forma effect thereto as if such Material Disposition or Material Acquisition by the Borrower or its Consolidated Restricted Subsidiaries occurred on the first day of such Reference Period (with the Reference Period for the purposes of pro forma calculations being the most recent period of four consecutive Fiscal Quarters for which the relevant financial information is available) and (b) if any calculations in the foregoing clause (a) are made on a pro forma basis, such pro forma adjustments are factually supportable and subject to supporting documentation and otherwise acceptable to the Administrative Agent. As used in this definition, "Material Acquisition" means any acquisition by the Borrower or its Consolidated Restricted Subsidiaries of property or series of related acquisitions of property that involves consideration in excess of $10,000,000, and "Material Disposition" means any Disposition or series of related Dispositions that yields gross proceeds to the Borrower or any Consolidated Restricted Subsidiary in excess of $10,000,000. For avoidance of doubt, amounts added back or subtracted from Consolidated Net Income pursuant to this definition shall be without duplication of gains or losses excluded from Consolidated Net Income.

"EEA Financial Institution" means (a) any institution 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 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.

"Engineering Reports" has the meaning assigned to such term in Section 2.07(c)(i).

"Environmental Laws" means all Governmental Requirements relating to the environment, the preservation or reclamation of natural resources, the regulation or management of any harmful or deleterious substances, or to health and safety as it relates to environmental protection or exposure to harmful or deleterious substances.

"Environmental Permit" means any permit, registration, license, notice, approval, consent, exemption, variance, or other authorization required under or issued pursuant to applicable Environmental Laws.

"EQT Acquisition" means the acquisition of all of the Equity Interests of Diversified Southern Production LLC and Diversified Southern Midstream LLC pursuant to the terms and conditions of the EQT Acquisition Documents.

"EQT Acquisition Documents" means (a) the Membership Interest Purchase Agreement dated as of June 28, 2018 between EQT Production Company and EQT Gathering LLC, as sellers, and the Borrower, as buyer, as amended by a First Amendment thereto dated as of July 17, 2018, and (b) all bills of sale, assignments, agreements, instruments and documents executed and delivered in connection therewith, as amended.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such Equity Interest.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute.

"ERISA Affiliate" means any entity (whether or not incorporated) which together with the Borrower or a Subsidiary would be treated as a single employer under Section 4001(b)(1) of ERISA or Section 414(b) or (c) of the Code or, for purposes of provisions relating to Section 412 of the Code and Section 302 of ERISA, Section 414 (m) or (o) of the Code.

"ERISA Event" means (a) a Reportable Event, (b) the withdrawal of the Borrower, any other Group Member or any ERISA Affiliate from a Plan subject to Section 4063 of ERISA 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 such a withdrawal under Section 4062(e) of ERISA, (c) a complete or partial withdrawal by the Borrower, any other Group Member or any ERISA Affiliate from a Multiemployer Plan; (d) the filing (or the receipt by any Group Member or any ERISA Affiliate) of a notice of intent to terminate a Plan under Section 4041(c) of ERISA 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) the receipt by any Group Member or any ERISA Affiliate of a notice of withdrawal liability pursuant to Section 4202 of ERISA, (f) any other 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 or the incurrence by any Group Member or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan, including but not limited to the imposition of any Lien in favor of the PBGC, (g) on and after the effectiveness of the Pension Act, a determination that a Plan is, or would reasonably be expected to be, in "at risk" status (as defined in 303(i)(4) of ERISA or 430(i)(4) of the Code) or (h) the failure of any Group Member or any ERISA Affiliate to make by its due date, after expiration of any applicable grace period, a required installment under Section 430(j) of the Code with respect to any Plan or any failure by any Plan to satisfy the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such Plan, whether or not waived, or the failure by the Borrower, any other Group Member or any of their respective ERISA Affiliates to make any required contribution to a Multiemployer Plan.

"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.

"Eurodollar" when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"Event of Default" has the meaning assigned to such term in Section 10.01.

"Excepted Liens" means: (a) Liens for Taxes, assessments or other governmental charges or levies which are not delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP; (b) Liens in connection with workers' compensation, unemployment insurance or other social security, old age pension or public liability obligations which are not delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP; (c) statutory landlord's liens, operators', vendors', carriers', warehousemen's, repairmen's, mechanics', suppliers', workers', materialmen's, construction or other like Liens arising by operation of law in the ordinary course of business or incident to the exploration, development, operation and maintenance of Oil and Gas Properties each of which is in respect of obligations that are not delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP; (d) contractual Liens which arise in the ordinary course of business under operating agreements, joint venture agreements, oil and gas partnership agreements, oil and gas leases, farm-out agreements, division orders, contracts for the sale, transportation or exchange of oil and natural gas, unitization and pooling declarations and agreements, area of mutual interest agreements, overriding royalty agreements, marketing agreements, processing agreements, net profits agreements, development agreements, gas balancing or deferred production agreements, injection, repressuring and recycling agreements, salt water or other disposal agreements, seismic or other geophysical permits or agreements, and other agreements, in each case, which are usual and customary in the oil and gas business and are for claims which are not delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP, provided that any such Lien referred to in this clause does not materially impair (i) the use of the Property covered by such Lien for the purposes for which such Property is held by the Borrower or any other Group Member or (ii) the value of such Property subject thereto; (e) Liens arising by virtue of any statutory or common law provision or customary deposit account terms relating to banker's liens, rights of set-off or similar rights and remedies and burdening only deposit accounts or other funds maintained with a creditor depository institution, provided that no such deposit account is a dedicated cash collateral account or is subject to restrictions against access by the depositor in excess of those set forth by regulations promulgated by the Board and no such deposit account is intended by Borrower or any other Group Member to provide collateral to the depository institution; (f) zoning and land use requirements, easements, restrictions, servitudes, permits, conditions, covenants, exceptions or reservations in any Property of the Borrower or any other Group Member for the purpose of roads, pipelines, transmission lines, transportation lines, distribution lines for the removal of gas, oil, coal or other minerals or timber, and other like purposes, or for the joint or common use of real estate, rights of way, facilities and equipment, that do not secure any monetary obligations and which in the aggregate do not materially impair (i) the use of such Property for the purposes of which such Property is held by the Borrower or any other Group Member or (ii) the value of such Property subject thereto; (g) Liens on cash or securities pledged to secure performance of tenders, surety and appeal bonds, government contracts, performance and return of money bonds, bids, trade contracts, leases, statutory obligations, regulatory obligations and other obligations of a like nature, in each case, incurred in the ordinary course of business; (h) judgment and attachment Liens not giving rise to an Event of Default, provided that any appropriate legal proceedings which may have been duly initiated for the review of such judgment shall not have been finally terminated or the period within which such proceeding may be initiated shall not have expired and no action to enforce such Lien has been commenced; (i) Liens, titles and interests of lessors of personal Property leased by such lessors to the Borrower or any other Group Member, restrictions and prohibitions on encumbrances and transferability with respect to such Property and the Borrower's or such Group Member's interests therein imposed by such leases, and Liens and encumbrances encumbering such lessors' titles and interests in such Property and to which the Borrower's or such Group Member's leasehold interests may be subject or subordinate, in each case, whether or not evidenced by UCC financing statement filings or other documents of record; provided that such Liens do not secure Indebtedness of the Borrower or any other Group Member and do not encumber Property of the Borrower or any other Group Member other than the Property that is the subject of such leases; and (j) Liens, titles and interests of licensors of software and other intangible personal Property licensed by such licensors to the Borrower or any other Group Member, restrictions and prohibitions on encumbrances and transferability with respect to such Property and the Borrower's or such Group Member's interests therein imposed by such licenses, and Liens and encumbrances encumbering such licensors' titles and interests in such Property and to which the Borrower's or such Group Member's license interests may be subject or subordinate, in each case, whether or not evidenced by UCC financing statement filings or other documents of record; provided that such Liens do not secure Indebtedness of the Borrower or any other Group Member and do not encumber Property of the Borrower or any other Group Member other than the Property that is the subject of such licenses; provided, further that Liens described in clauses (a) through (e) shall remain "Excepted Liens" only for so long as no action to enforce such Lien has been commenced and no intention to subordinate the Liens granted in favor of the Administrative Agent and the Lenders is to be hereby implied or expressed by the permitted existence of any Excepted Liens.

"Exchange Act" means the Securities Exchange Act of 1934.

"Excluded Accounts" means (a) each account in which all or substantially all of the deposits consist of amounts utilized to fund payroll, employee benefit or tax obligations of the Borrower and its Subsidiaries, (b) fiduciary accounts, (c) to the extent necessary or desirable to comply with the terms of a binding purchase agreement, escrow accounts holding amounts on deposit in connection with a binding purchase agreement to the extent that and for so long as such amounts are refundable to the buyer, (d) "zero balance" accounts and (e) other accounts so long as the aggregate average daily maximum balance in any such other account over a 30-day period does not at any time exceed $2,500,000; provided that the aggregate daily maximum balance for all such bank accounts excluded pursuant to this clause (e) on any day shall not exceed $5,000,000.

"Excluded Swap Obligation" means, with respect to any Guarantor, (a) any Swap Obligation if, and to the extent that, and only for so long as, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, as applicable, 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 Guarantor's failure to constitute an "eligible contract participant," as defined in the Commodity Exchange Act and the regulations thereunder, at the time the guarantee of (or grant of such security interest by, as applicable) such Guarantor becomes or would become effective with respect to such Swap Obligation.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Lending Party or required to be withheld or deducted from a payment to a Lending Party: (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 Lending Party 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 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 a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 5.05) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 5.03, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender acquired the applicable interest in a Loan or Commitment or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Lending Party's failure to comply with Section 5.03(g) or Section 5.03(h) and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Existing Credit Agreements" has the meaning assigned to such term in the Recitals hereto.

"Fair Market Value" means, with respect to any asset or group of assets on any date of determination, the value of the consideration obtainable in a Disposition of such asset or assets at such date of determination assuming a Disposition by a willing seller to a willing purchaser dealing at arm's length and arranged in an orderly manner over a reasonable period of time having regard to the nature and characteristics of such asset.

"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 agreements entered into pursuant to Section 1471(b)(1) of the Code and any law, regulation, rule, promulgation or official agreement implementing any intergovernmental agreement, treaty or convention among Governmental Authorities with respect to the foregoing.

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

"Federal Funds Effective Rate" means, for any day, 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 on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for the day of such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it; provided that if the Federal Funds Effective Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Financial Officer" means, for any Person, the chief executive officer, chief financial officer, chief operating officer, principal accounting officer or treasurer of such Person. Unless otherwise specified, all references herein to a Financial Officer means a Financial Officer of the Borrower or of the Parent, as applicable.

"Financial Performance Covenants" means the covenants of the Borrower set forth in Section 9.01.

"Fiscal Quarter" means each fiscal quarter for accounting and tax purposes, ending on the last day of each March, June, September and December.

"Fiscal Year" means each fiscal year for accounting and tax purposes, ending on December 31 of each year.

"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 statue 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, (d) the Flood Insurance Reform Act of 2004 and (e) the Biggert Waters Flood Reform Act of 2012, and any regulations promulgated thereunder.

"Foreign Group Member" means, any Group Member that is a Subsidiary of the Borrower which (a) is not organized under the laws of the United States of America or any state thereof or the District of Columbia or (b) is a FSHCO.

"FSHCO" means any Subsidiary substantially all of the assets of which consist of Equity Interests in or Indebtedness of one or more Subsidiaries that are "controlled foreign corporations" within the meaning of Section 957 of the Code.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time subject to the terms and conditions set forth in Section 1.05; provided that the accounting for operating leases and Capital Leases Obligations under GAAP as in effect on the date hereof (including, without limitation, Accounting Standards Codification 840) shall apply for the purposes of determining compliance with the provisions of this Agreement, including the definition of Capital Lease Obligations (it being understood, for avoidance of doubt, that no operating leases, or obligations in respect of operating leases, shall be treated as Capital Lease Obligations, respectively, hereunder).

"Governmental Authority" means the government of the United States of America, any other nation or 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).

"Governmental Requirement" means any law (including common law), statute, code, ordinance, order, determination, rule, regulation, judgment, decree, injunction, franchise, permit, certificate, license, authorization or other directive or requirement, whether now or hereinafter in effect, including energy regulations and occupational, safety and health standards or controls, of any Governmental Authority.

"Group Members" means the collective reference to the Borrower and its Restricted Subsidiaries.

"Guarantee and Collateral Agreement" means an agreement executed by the Borrower and the Guarantors in a form reasonably acceptable to the Administrative Agent, as the same may be amended, modified or supplemented from time to time.

"Guarantors" means:

(a) Diversified Oil & Gas, LLC, an Alabama limited liability company,

(b) Diversified Appalachian Group, LLC, an Alabama limited liability company,

(c) Diversified Resources, Inc., a West Virginia corporation,

(d) Marshall Gas & Oil Corporation, an Alabama corporation,

(e) Diversified Energy LLC, an Alabama limited liability company,

(f) Diversified Energy Marketing, LLC, an Alabama limited liability company,

(g) Atlas Energy Tennessee, LLC, a Pennsylvania limited liability company,

(h) M & R Investments Ohio, LLC, an Ohio limited liability company,

(i) M & R Investments, LLC, a West Virginia limited liability company,

(j) Fund 1 DR, LLC, a Nevada limited liability company,

(k) Alliance Petroleum Corporation, a Georgia corporation,

(l) R & K Oil and Gas, Inc., a West Virginia corporation,

(m) Diversified Southern Production LLC, a Pennsylvania limited liability company,

(n) Diversified Southern Midstream, LLC, a Pennsylvania limited liability company,

(o) Core,

(p) Core Appalachia Operating LLC, a Delaware limited liability company,

(q) Core Appalachia Production LLC, a Delaware limited liability company,

(r) Core Appalachia Midstream LLC, a Delaware limited liability company,

(s) Core Appalachia Compression LLC, a Delaware limited liability company,

(t) Atlas Pipeline Tennessee, LLC, a Pennsylvania limited liability company, and

(u) each other Domestic Subsidiary Group Member that is a Material Subsidiary that guarantees the Secured Obligations pursuant to Section 8.13(b) or any other Group Member that guarantees the Secured Obligations at the election of the Borrower.

"Hazardous Material" means any chemical, compound, material, product, byproduct, substance or waste that is defined, regulated or otherwise classified as a "hazardous substance," "hazardous material," "hazardous waste," "solid waste," "toxic waste," "extremely hazardous substance," "toxic substance," "contaminant," "pollutant," or words of similar meaning under any applicable Environmental Law, and for the avoidance of doubt includes Hydrocarbons, radioactive materials, explosives, asbestos or asbestos containing materials, polychlorinated biphenyls, radon, and infectious or medical wastes.

"Highest Lawful Rate" means, as to any Lender, at the particular time in question, the maximum non-usurious rate of interest which, under applicable law, such Lender is then permitted to contract for, charge or collect from the Borrower on the Loans or the other obligations of the Borrower hereunder, and as to any other Person, at the particular time in question, the maximum non-usurious rate of interest which, under applicable law, such Person is then permitted to contract for, charge or collect with respect to the obligation in question. If the maximum rate of interest which, under applicable law, the Lenders are permitted to contract for, charge or collect from the Borrower on the Loans or the other obligations of the Borrower hereunder shall change after the date hereof, the Highest Lawful Rate shall be automatically increased or decreased, as the case may be, as of the effective time of such change without notice to the Borrower or any other Person.

"Hydrocarbon Interests" means all rights, titles, interests and estates now or hereafter acquired in and to oil and gas leases, oil, gas and mineral leases, or other liquid or gaseous hydrocarbon leases, mineral fee interests, overriding royalty and royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature. Unless otherwise indicated herein, each reference to the term "Hydrocarbon Interests" shall mean Hydrocarbon Interests of the Borrower or any other Group Member, as the context requires.

"Hydrocarbons" means all oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all constituents, elements or compounds thereof and all products refined or separated therefrom and all other minerals which may be produced and saved from or attributable to the Oil and Gas Properties of any Person, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests or other properties constituting Oil and Gas Properties.

"Impacted Interest Period" has the meaning assigned to such term in the definition of "LIBO Rate".

"Indebtedness" means, for any Person, the sum of the following (without duplication):

(a) all obligations of such Person for borrowed money or evidenced by bonds, bankers' acceptances, debentures, notes or other similar instruments;

(b) all obligations of such Person (whether contingent or otherwise) in respect of letters of credit, bank guarantees, surety or other bonds and similar instruments;

(c) all accounts payable and all accrued expenses, liabilities or other obligations of such Person to pay the deferred purchase price of Property or services (including insurance premium payables), in each case that are greater than one hundred twenty (120) days past the date of invoice, other than those which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP;

(d) all Capital Lease Obligations;

(e) all Indebtedness (as defined in the other clauses of this definition) of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien on any Property of such Person, whether or not such Indebtedness is assumed by such Person;

(f) all Indebtedness (as defined in the other clauses of this definition) of others guaranteed by such Person or in which such Person agrees to purchase or otherwise assures a creditor against loss of the Indebtedness (howsoever such assurance shall be made) to the extent of the lesser of the amount of such Indebtedness and the maximum stated amount of such guarantee or assurance against loss;

(g) all obligations or undertakings of such Person to maintain or cause to be maintained the financial position or covenants of others or to purchase Indebtedness or Property of others;

(h) all obligations of such Person under take/ship or pay contracts if any goods or services are not actually received or utilized by such Person;

(i) any Indebtedness of a partnership for which such Person is liable either by agreement, by operation of law or by a Governmental Requirement but only to the extent of such liability;

(j) Disqualified Capital Stock (for purposes hereof, the amount of any Disqualified Capital Stock shall be its liquidation value and, without duplication, the amount of all obligations of such Person with respect to the redemption, repayment or other repurchase in respect of Disqualified Capital Stock);

(k) net Swap Obligations of such Person (for purposes hereof, the amount of any net Swap Obligations on any date shall be deemed to be the Swap Termination Value thereof as of such date) and

(l) the undischarged balance of any volumetric or production payment created by such Person or for the creation of which such Person directly or indirectly received payment.

The Indebtedness of any Person shall include all obligations of such Person of the character described above to the extent such Person remains legally liable in respect thereof notwithstanding that any such obligation is not included as a liability of such Person under GAAP.

"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 any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a) above, Other Taxes.

"Indemnitee" has the meaning assigned to such term in Section 12.03(b).

"Information" has the meaning assigned to such term in Section 12.11.

"Interest Election Request" means a request by the Borrower substantially in the form of Exhibit C to convert or continue a Borrowing in accordance with Section 2.04.

"Interest Payment Date" means (a) with respect to any ABR Loan or Swing Line Loan, the last day of each March, June, September and December (or, if an Event of Default is in existence, the last day of each calendar month) to occur while such Loan is outstanding and the final maturity date of such Loan and (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period.

"Interest Period" means with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months thereafter, as the Borrower may elect in its Borrowing Request or Interest Election Request, as applicable, given with respect thereto; 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, (b) any Interest Period pertaining to a Eurodollar Borrowing 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 and (c) no Interest Period may have a term which would extend beyond the Maturity Date. For purposes hereof, 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 Redetermination" has the meaning assigned to such term in Section 2.07(b).

"Interim Redetermination Date" means the date on which a Borrowing Base that has been redetermined pursuant to an Interim Redetermination becomes effective as provided in Section 2.07(d).

"Interpolated Rate" means, at any time, for any Interest Period, the rate *per annum* (rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the LIBO Screen Rate for the longest period (for which the LIBO Screen Rate is available) that is shorter than the Impacted Interest Period and (b) the LIBO Screen Rate for the shortest period (for which the LIBO Screen Rate is available) that exceeds the Impacted Interest Period, in each case, at such time.

"Investment" means, for any Person: (a) the acquisition (whether for cash, Property, services or securities or otherwise) of Equity Interests of any other Person or any agreement to make any such acquisition (including any "short sale" or any sale of any securities at a time when such securities are not owned by the Person entering into such short sale); (b) the making of any deposit with, or advance, loan or capital contribution to, assumption of Indebtedness of, purchase or other acquisition of any other Indebtedness of, or equity participation or interest in, or other extension of credit to, any other Person (including the purchase of Property from another Person subject to an understanding or agreement, contingent or otherwise, to resell such Property to such Person, but excluding any such advance, loan or extension of credit having a term not exceeding ninety (90) days representing the purchase price of inventory, goods, supplies or services sold by such Person in the ordinary course of business); (c) the purchase or acquisition (in one or a series of transactions) of Property of another Person constituting a business unit or Oil and Gas Properties; or (d) the entering into of any guarantee of, or other contingent obligation (including the deposit of any Equity Interests to be sold) with respect to, Indebtedness or other liability of any other Person and (without duplication) any amount committed to be advanced, lent or extended to such Person.

"Issuing Bank" means KeyBank National Association, Branch Banking and Trust Company and each Lender approved by the Administrative Agent that is reasonably requested by the Borrower that agrees to act as an issuer of Letters of Credit hereunder, in each case, in its capacity as the issuer of Letters of Credit hereunder, and its successors in such capacity as provided in Section 2.09(i). Any Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by its Affiliates, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate. References herein and in the other Loan Documents to an Issuing Bank shall be deemed to refer to such Issuing Bank in respect of the applicable Letter of Credit or to all Issuing Banks, as the context requires.

"June 30 Reserve Report" has the meaning assigned to such term in Section 8.11(a).

"LC Availability Requirements" has the meaning assigned to such term in Section 2.09(a).

"LC Commitment" means an amount equal to $40,000,000. For the avoidance of doubt, the LC Commitment is part of, and not in addition to, the aggregate Commitments.

"LC Disbursement" means a payment made by an Issuing Bank pursuant to a Letter of Credit.

"LC Exposure" means, at any time, (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time plus (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrower at such time. The LC Exposure of any Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time.

"Lender Parent" means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a Subsidiary.

"Lenders" means the Persons listed on Annex I and any Person that shall have become a party hereto pursuant to an Assignment and Assumption or otherwise that is in the Register, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption or otherwise and is no longer in the Register. Unless the context otherwise requires, the term "Lenders" includes the Swing Line Lender and the Issuing Banks.

"Lending Parties" means the Administrative Agent, the Swing Line Lender, the Issuing Banks and the Lenders.

"Letter of Credit" means any letter of credit issued pursuant to this Agreement.

"Letter of Credit Agreements" means all letter of credit applications and other agreements (including any amendments, modifications or supplements thereto) submitted by the Borrower, or entered into by the Borrower, with an Issuing Bank relating to any Letter of Credit.

"LIBO Rate" means, with respect to any Eurodollar Borrowing for any applicable Interest Period (and with respect to clause (c) of the definition of "Alternate Base Rate", for an Interest Period of one month), the LIBO Screen Rate at the Specified Time, two Business Days prior to the commencement of such Interest Period; provided that the LIBO Rate shall never be less than 0.0% and; provided further, if the LIBO Screen Rate shall not be available at such time for such Interest Period (an "Impacted Interest Period") then the LIBO Rate shall be the greater of 0.0% and the Interpolated Rate.

"LIBO Screen Rate" means, for any day and time, with respect to any Eurodollar Borrowing for any applicable Interest Period (and with respect to clause (c) of the definition of "Alternate Base Rate", for an Interest Period of one month), the London interbank offered rate (rounded upwards, if necessary, to the next 1/100 of 1%) as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate for dollars) for a period equal in length to such Interest Period as displayed on such day and time on the Bloomberg Screen (US0001M Index Page, US0002M Index Page, US0003M Index Page or US0006M Index Page, as applicable) as the London interbank offered rate for United States dollar deposits or, in the event such rate does not appear on such screen, on any successor or substitute screen that displays such rate, or on the appropriate page or screen of such other information service that publishes such rate from time to time as shall be selected by the Administrative Agent in its reasonable discretion; provided that, if the LIBO Screen Rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"Lien" means any interest in Property securing an obligation owed to, or a claim by, a Person other than the owner of the Property, whether such interest is based on the common law, statute or contract, and whether such obligation or claim is fixed or contingent, and including but not limited to (a) the lien or security interest arising from a mortgage, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes or (b) production payments and the like payable out of Oil and Gas Properties. The term "Lien" shall include easements, restrictions, servitudes, permits, conditions, covenants, exceptions or reservations, including if they burden Property to the extent they secure an obligation owed to a Person other than the owner of the Property. For the purposes of this Agreement, the Borrower and the other Group Members shall be deemed to be the owner of any Property which they have acquired or hold subject to a conditional sale agreement, or leases under a financing lease or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person in a transaction intended to create a financing.

"Liquidity" means, on any date, the sum of unrestricted cash (not to exceed $10,000,000) and availability under the Borrowing Base in effect on such date.

"Loan Documents" means this Agreement, the Security Instruments, any Notes, any Letter of Credit Agreements and the Letters of Credit.

"Loan Party" means the Borrower and each Guarantor.

"Loans" means the loans made by the Lenders to the Borrower pursuant to this Agreement.

"Majority Lenders" means (a) at any time while no Loans or LC Exposure are outstanding, Lenders having greater than fifty percent (50%) of the Aggregate Maximum Credit Amounts and (b) at any time while any Loans or LC Exposure are outstanding, Lenders holding greater than fifty percent (50%) of the outstanding aggregate principal amount of the Loans and participation interests in Letters of Credit and Swing Line Loans at such time (without regard to any sale by a Lender of a participation in any Loan under Section 12.04(c)).

"Material Adverse Effect" means a material adverse change in, or material adverse effect on (a) the business, operations, Property or financial condition of the Borrower and the other Group Members taken as a whole, (b) the ability of the Loan Parties to perform any of their obligations under the Loan Documents, (c) the validity or enforceability of any Loan Document or (d) the rights and remedies of, or benefits available to, the Administrative Agent, any other Agent, any Issuing Bank or any Lender under any Loan Document.

"Material Indebtedness" means Indebtedness (other than the Loans and Letters of Credit), of any one or more Group Member in an aggregate principal amount exceeding the greater of (a) $10,000,000 and (b) 5.0% of the then effective Borrowing Base. For purposes of determining Material Indebtedness, the "principal amount" of the obligations of any Group Member in respect of any Swap Agreement at any time shall be the Swap Termination Value.

"Material Subsidiary" means, at any date of determination, each Restricted Subsidiary of the Borrower (a) whose Total Assets (when combined with the assets of such Restricted Subsidiary's Subsidiaries) at the last day of the most recent Fiscal Quarter of the Borrower for which financial statements were required to be delivered pursuant to Section 8.01 were equal to or greater than five percent (5.0%) of the Consolidated Total Assets of the Borrower and the Restricted Subsidiaries at such date or (b) whose revenues (when combined with the revenues of such Restricted Subsidiary's Subsidiaries) at the last day of the most recent Fiscal Quarter of the Borrower for which financial statements were required to be delivered pursuant to Section 8.01 were equal to or greater than five percent (5.0%) of the consolidated revenues of the Borrower and the Restricted Subsidiaries at the last day of the most recent Fiscal Quarter of the Borrower for which financial statements were required to be delivered pursuant to Section 8.01, in each case determined in accordance with GAAP; provided that if, at any time and from time to time after the Closing Date, Restricted Subsidiaries that are not Material Subsidiaries have, in the aggregate, (i) Total Assets (when combined with the assets of such Restricted Subsidiary's Subsidiaries) as of the last day of such Fiscal Quarter that equal, or exceed, seven and a half percent (7.5%) of the Consolidated Total Assets of the Borrower and the Restricted Subsidiaries as of such date or (ii) revenues (when combined with the revenues of such Restricted Subsidiary's Subsidiaries) during such period that equal or exceed seven and a half percent (7.5%) of the consolidated revenues of the Borrower and the Restricted Subsidiaries for such period, in each case, determined in accordance with GAAP, then the term "Material Subsidiary" shall include each such Restricted Subsidiary (starting with the Restricted Subsidiary that accounts for the most revenues or Consolidated Total Assets and then in descending order) necessary to account for at least 92.5% of the consolidated gross revenues and 92.5% of the Consolidated Total Assets, each as described in the previous sentence, so that the remaining non-Material Subsidiaries no longer satisfy such condition; provided further that, notwithstanding the foregoing, each Restricted Subsidiary that owns Oil and Gas Properties for which Borrowing Base credit is given, or is to be given in an upcoming redetermination, shall be a Material Subsidiary.

"Maturity Date" means July 18, 2023.

"Maximum Credit Amount" means, as to each Lender, the amount set forth opposite such Lender's name on Annex I under the caption "Maximum Credit Amounts", as the same may be (a) reduced or terminated from time to time in connection with a reduction or termination of the Aggregate Maximum Credit Amounts pursuant to Section 2.06, (b) modified from time to time pursuant to any assignment permitted by Section 12.04(b) or (c) or otherwise modified pursuant to the terms of this Agreement. As of the Closing Date, the aggregate Maximum Credit Amounts of the Lenders are $1,500,000,000.

"Minimum Required Volume" has the meaning assigned to such term in Section 8.15.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto that is a nationally recognized rating agency.

"Mortgage" means each of the mortgages or deeds of trust executed by any one or more Loan Parties for the benefit of the Secured Parties as security for the Secured Obligations, together with any supplements, modifications or amendments thereto and assumptions or assignments of the obligations thereunder by any Loan Party. "Mortgages" shall mean all of such Mortgages collectively.

"Mortgaged Property" means any Property owned by any Loan Party which is subject to the Liens existing and to exist under the terms of the Security Instruments.

"Multiemployer Plan" means a multiemployer plan as defined in Section 3(37) or 4001(a)(3) of ERISA.

"Net Proceeds" means the aggregate cash proceeds received by any Group Member in respect of any Disposition of Property (including any cash subsequently received upon the sale or other Disposition or collection of any non-cash consideration received in any sale), any Unwind of Swap Agreements, any incurrence of Indebtedness, or Casualty Event, net of, unless the Loans have been declared or become due and payable as a result of an Event of Default described in Section 10.01(h) or Section 10.01(i) (or after the occurrence and during the continuation of an Event of Default described in Section 10.01(h) or Section 10.01(i)), (a) the direct costs relating to such sale of Property, incurrence of Indebtedness or any Casualty Event (including legal, accounting and investment banking fees, and sales commissions paid to unaffiliated third parties), (b) Taxes paid or payable as a result thereof (after taking into account any tax credits or deductions utilized or reasonably expected to be utilized and any tax sharing arrangements), and (c) Indebtedness (other than the Secured Obligations) which is secured by a Lien upon any of the assets being sold that is senior to any Lien created by the Loan Documents with respect to such assets and which must be repaid as a result of such sale.

"New Borrowing Base Notice" has the meaning assigned to such term in Section 2.07(d).

"New Debt" has the meaning assigned to such term in the definition of Permitted Refinancing Indebtedness.

"Non-U.S. Lender" means a Lender, with respect to the Borrower, that is not a U.S. Person.

"Notes" means the promissory notes, if any, of the Borrower described in Section 2.02(d) and being substantially in the form of Exhibit A, together with all amendments, modifications, replacements, extensions and rearrangements thereof.

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

"Oil and Gas Properties" means (a) Hydrocarbon Interests; (b) the Properties now or hereafter pooled or unitized with Hydrocarbon Interests; (c) all presently existing or future unitization, pooling agreements and declarations of pooled units and the units created thereby (including all units created under orders, regulations and rules of any Governmental Authority) which may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including production sharing contracts and agreements, which relate to any of the Hydrocarbon Interests or the production, sale, purchase, exchange or processing of Hydrocarbons from or attributable to such Hydrocarbon Interests; (e) all Hydrocarbons in and under and which may be produced and saved or attributable to the Hydrocarbon Interests, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests; (f) all tenements, hereditaments, appurtenances and Properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests and (g) all Properties, rights, titles, interests and estates described or referred to above, including any and all Property, real or personal, now owned or hereinafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or Property (excluding drilling rigs, automotive equipment, rental equipment or other personal Property which may be on such premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells or other wells, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, gathering systems, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements and servitudes together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing.

"Organizational Documents" means (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to such corporation's jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"Other Connection Taxes" means, with respect to any Lending Party, Taxes imposed as a result of a present or former connection between such Lending Party and the jurisdiction imposing such Tax (other than connections arising from such Lending Party 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 Loan 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 5.05).

"Parent" means Diversified Gas & Oil, PLC, a company incorporated under the laws of England and Wales.

"Participant" has the meaning assigned to such term in Section 12.04(c).

"Participant Register" has the meaning assigned to such term in Section 12.04(c).

"Patriot Act" has the meaning assigned to such term in Section 12.16.

"Payment in Full" means (a) the Commitments have expired or been terminated, (b) the principal of and interest on each Loan and all fees payable hereunder and all other amounts payable under the Loan Documents shall have been indefeasibly paid in full (other than contingent indemnification obligations), (c) all Letters of Credit shall have expired or terminated (or are Cash Collateralized or otherwise secured to the satisfaction of the Issuing Bank) and all LC Disbursements shall have been reimbursed and (d) all amounts due under Secured Swap Agreements shall have been indefeasibly paid in full in cash (or such Secured Swap Agreements are Cash Collateralized or otherwise secured to the satisfaction of the Secured Swap Provider) (it is understood that the Administrative Agent shall be (i) permitted to rely on a certificate of a Responsible Officer of the Borrower to establish the foregoing in clause (d) and (ii) entitled to deem that the foregoing clause (d) has occurred with respect to any Secured Swap Provider if it does not respond to a written request from the Administrative Agent or the Borrower to confirm that the foregoing clause (d) has occurred within two (2) Business Days of such request).

"PBGC" means the Pension Benefit Guaranty Corporation, or any successor thereto.

"Pension Act" means the Pension Protection Act of 2006, as it presently exists or as it may be amended from time to time, or any successor thereto.

"Permitted Refinancing Indebtedness" means Indebtedness (for purposes of this definition, "New Debt") incurred in exchange for, or proceeds of which are used to refinance, all of any other Indebtedness (the "Refinanced Indebtedness"); provided that:

(a) such New Debt is in an aggregate principal amount not in excess of the sum of (i) the aggregate principal amount then outstanding of the Refinanced Indebtedness (or, if the Refinanced Indebtedness is exchanged or acquired for an amount less than the principal amount thereof to be due and payable upon a declaration of acceleration thereof, such lesser amount) and (ii) an amount necessary to pay any fees and expenses, including premiums, related to such exchange or refinancing,

(b) such New Debt has a stated maturity no earlier than the stated maturity of the Refinanced Indebtedness and an average life no shorter than the average life of the Refinanced Indebtedness and does not restrict the prepayment or repayment of the Secured Obligations,

(c) such New Debt contains covenants, events of default, guarantees and other terms which (other than "market" interest rate, fees, funding discounts and redemption or prepayment premiums as determined at the time of issuance or incurrence of any such Indebtedness), are not more restrictive on the Borrower and each Group Member than the terms of this Agreement (as in effect at the time of such issuance or incurrence),

(d) no Subsidiary of the Borrower (other than a Guarantor or a Person who becomes a Guarantor in connection therewith) is an obligor under such New Debt, and

(e) if such Refinanced Indebtedness is subordinated in right of payment to the Secured Obligations, such New Debt (and any guarantees thereof) is subordinated in right of payment to the Secured Obligations (or, if applicable, the Guarantee and Collateral Agreement) to at least the same extent as the Refinanced Indebtedness and subordinated on terms satisfactory to the Administrative Agent.

"Permitted Unsecured Debt" means unsecured senior, senior subordinated or subordinated Indebtedness issued or incurred by the Borrower and any guarantees thereof by the Guarantors (including any Persons becoming Guarantors simultaneously with the incurrence of such Indebtedness):

(a) that does not restrict the prepayment or repayment of the Secured Obligations,

(b) that has terms which do not provide for the maturity of such Indebtedness to be or any scheduled repayment, mandatory redemption or sinking fund obligation to occur prior to ninety-one (91) days (or one (1) year, if provided by any holder of the Borrower's Equity Interests) after the Maturity Date (other than customary offers to purchase upon a change of control and customary acceleration rights after an event of default),

(c) where the covenants, events of default, guarantees and other terms which (other than "market" interest rate, fees, funding discounts and redemption or prepayment premiums as determined at the time of issuance or incurrence of any such Indebtedness), are not more restrictive on the Borrower and each Group Member than the terms of this Agreement (as in effect at the time of such issuance or incurrence),

(d) where, if such Indebtedness is subordinated Indebtedness in right of payment, the terms of such Indebtedness provide for customary subordination of such Indebtedness to the Secured Obligations, and

(e) where no Subsidiary of the Borrower (other than a Guarantor or a Person who becomes a Guarantor in connection therewith) is an obligor under such Indebtedness.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Petroleum Industry Standards" means the Definitions for Oil and Gas Reserves promulgated by the Society of Petroleum Engineers (or any generally recognized successor) as in effect at the time in question.

"Plan" means any "employee pension benefit plan", as defined in Section 3(2) of ERISA, other than a Multiemployer Plan, that is subject to Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA and which (a) is currently or hereafter sponsored, maintained or contributed to by a Group Member or an ERISA Affiliate or (b) was at any time during the six calendar years immediately preceding the date hereof, sponsored, maintained or contributed to by a Group Member or an ERISA Affiliate or to which a Group Member or an ERISA Affiliate has any liability.

"Prime Rate" means the rate of interest *per annum* publicly announced from time to time by the Administrative Agent as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective. Such rate is set by the Administrative Agent as a general reference rate of interest, taking into account such factors as the Administrative Agent may deem appropriate; it being understood that many of the Administrative Agent's commercial or other loans are priced in relation to such rate, that it is not necessarily the lowest or best rate actually charged to any customer and that the Administrative Agent may make various commercial or other loans at rates of interest having no relationship to such rate.

"Prohibited Transaction" has the meaning assigned to such term in Section 406 of ERISA and Section 4975(c) of the Code.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including cash, securities, accounts and contract rights.

"Proposed Borrowing Base" has the meaning assigned to such term in Section 2.07(c)(i).

"Proposed Borrowing Base Notice" has the meaning assigned to such term in Section 2.07(c)(ii).

"Proved Reserves" means oil and gas mineral reserves that, in accordance with Petroleum Industry Standards, are classified as both "Proved Reserves" and one of the following: (a) "Developed Producing Reserves", (b) "Developed Non-Producing Reserves" or (c) "Undeveloped Reserves".

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, (a) each Loan Party that has total assets exceeding $10,000,000 at the time the relevant guarantee of obligations under, or grant of a security interest to secure, such Swap Obligation or (b) such other Person that constitutes an "eligible contract participant" under the Commodity Exchange Act, or any regulation 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.

"Redemption" means with respect to any Indebtedness, the repurchase, redemption, prepayment, repayment, defeasance or any other acquisition or retirement for value (or the segregation of funds with respect to any of the foregoing) of such Indebtedness. "Redeem" has the correlative meaning thereto.

"Redetermination Date" means, with respect to any Scheduled Redetermination or any Interim Redetermination, the date that the redetermined Borrowing Base related thereto becomes effective pursuant to Section 2.07(d).

"Reference Period" has the meaning assigned to such term in the definition of "EBITDAX".

"Refinanced Indebtedness" has the meaning assigned to such term in the definition of "Permitted Refinancing Indebtedness".

"Register" has the meaning assigned to such term in Section 12.04(b)(iv).

"Regulation D" means Regulation D of the Board, as the same may be amended, supplemented or replaced from time to time.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents and advisors (including attorneys, accountants and experts) of such Person and such Person's Affiliates.

"Release" means any depositing, spilling, leaking, pumping, pouring, placing, emitting, discarding, abandoning, emptying, discharging, migrating, injecting, escaping, leaching, dumping, or disposing.

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA or the regulations issued thereunder, with respect to a Plan, other than those events as to which the 30-day notice has been waived in regulations issued by the PBGC.

"Required Lenders" means (a) at any time while no Loans or LC Exposure are outstanding, Lenders having at least sixty-six and two thirds percent (66-2/3%) of the Aggregate Maximum Credit Amounts and (b) at any time while any Loans or LC Exposure are outstanding, Lenders holding at least sixty-six and two thirds percent (66-2/3%) of the outstanding aggregate principal amount of the Loans and participation interests in Letters of Credit and Swing Line Loans at such time (without regard to any sale by a Lender of a participation in any Loan under Section 12.04(c))

"Reserve Report" means each report, in form and substance reasonably satisfactory to the Administrative Agent, setting forth, as of the dates set forth in Section 8.11(a) (or such other date in the event of an Interim Redetermination) the oil and gas reserves attributable to the Oil and Gas Properties of the Borrower and the Guarantors, together with a projection of the rate of production and future net income, taxes, operating expenses and capital expenditures with respect thereto as of such date, based upon the economic and pricing assumptions consistent with the Administrative Agent's lending requirements at the time.

"Reserve Report Certificate" has the meaning assigned to such term in Section 8.11(c).

"Responsible Officer" means, as to any Person, the chief executive officer, the chief operating officer, the president, any Financial Officer or general counsel of such Person. Unless otherwise specified, all references to a Responsible Officer herein shall mean a Responsible Officer of the Borrower or of the Parent, as applicable.

"Restricted Payment" means any dividend or other distribution or return of capital (whether in cash, securities or other Property) with respect to any Equity Interests in any Person, or any payment (whether in cash, securities or other Property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of (a) any such Equity Interests or (b) any option, warrant or other right to acquire any such Equity Interests.

"Restricted Subsidiary" means any Subsidiary of the Borrower that is not an Unrestricted Subsidiary.

"Revolving Credit Exposure" means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender's Loans, its LC Exposure and Swing Line Exposure at such time.

"S&P" means Standard & Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc., and any successor thereto that is a nationally recognized rating agency.

"Sanctioned Country" means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (as of the Closing Date, Crimea, Cuba, Iran, North Korea and Syria).

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the U.S. government (including by OFAC or the U.S. Department of State), the United Nations Security Council, the European Union, any European Union member state, the United Kingdom or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

"Sanctions" means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by OFAC or the U.S. Department of State, the U.S. government (including by OFAC or the U.S. Department of State), the United Nations Security Council, the European Union, any European Union member state, the United Kingdom or other relevant sanctions authority.

"Scheduled Redetermination" has the meaning assigned to such term in Section 2.07(b).

"Scheduled Redetermination Date" means the date on which a Borrowing Base that has been redetermined pursuant to a Scheduled Redetermination becomes effective as provided in Section 2.07(d).

"SEC" means the Securities and Exchange Commission or any successor Governmental Authority.

"Secured Cash Management Bank" means any Lender or any Affiliate of a Lender that is a counterparty to a Cash Management Agreement with the Borrower or any other Group Member.

"Secured Cash Management Obligations" means all obligations of the Borrower or any Subsidiary arising from time to time under any Cash Management Agreement with a Secured Cash Management Bank; provided that if such Secured Cash Management Bank ceases to be a Lender or an Affiliate of a Lender hereunder, such obligations owed to such Secured Cash Management Bank shall no longer be Secured Cash Management Obligations.

"Secured Obligations" means any and all amounts owing or to be owing by any Loan Party (a) to the Administrative Agent, any Issuing Bank, any Lender or any other Person under any Loan Document or (b) to any Secured Swap Provider under a Secured Swap Agreement or Secured Cash Management Bank under Secured Cash Management Obligations and for clauses (a) and (b) all renewals, extensions and/or rearrangements of any of the foregoing, in each case, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising (including interest accruing after the maturity of the Loans and LC Disbursements and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding); provided that solely with respect to any Group Member that is not an "eligible contract participant" under the Commodity Exchange Act, Excluded Swap Obligations of such Group Member shall in any event be excluded from "Secured Obligations" owing by such Group Member.

"Secured Parties" means, collectively, the Administrative Agent, each Issuing Bank, the Lenders, each Secured Cash Management Bank, each Secured Swap Provider, and any other Person owed Secured Obligations. "Secured Party" means any of the foregoing individually.

"Secured Swap Agreement" means a Swap Agreement between (a) any Loan Party and (b) a Secured Swap Provider.

"Secured Swap Provider" means, with respect to any Swap Agreement, (a) a Lender or an Affiliate of a Lender who is the counterparty to any such Swap Agreement with a Loan Party and (b) any Person who was a Lender or an Affiliate of a Lender at the time when such Person entered into any such Swap Agreement who is a counterparty to any such Swap Agreement with a Loan Party; provided that any such Secured Swap Provider that ceases to be a Lender or an Affiliate of a Lender shall continue to be a "Secured Swap Provider" for purposes of this Agreement to the extent that such Secured Swap Provider entered into a Secured Swap Agreement with the Borrower or any of its Subsidiaries at the time such Secured Swap Provider was a Lender (or Affiliate of a Lender) hereunder and such Secured Swap Agreement remains in effect and there are remaining obligations under such Secured Swap Agreement (but excluding any transactions, confirms, or trades entered into after such Person ceases to be a Lender or an Affiliate of a Lender). For the avoidance of doubt, for purposes of this definition and the definition of "Secured Swap Agreement" the term "Lender" includes each Person that was a "Lender" under the Existing Credit Agreements at the relevant time.

"Securities Account" has the meaning assigned to such term in the UCC.

"Security Instruments" means (a) the Guarantee and Collateral Agreement, (b) the Mortgages, (c) any Control Agreement, (d) the other agreements, instruments or certificates described or referred to in Exhibit F and (e) any and all other agreements, instruments, consents or certificates now or hereafter executed and delivered by the Borrower, the other Loan Parties or any other Person, in each case in connection with, or as security for the payment or performance of the Secured Obligations, as such agreements may be amended, modified, supplemented or restated from time to time.

"Solvency Certificate" means a solvency certificate signed by a Financial Officer in substantially the form of Exhibit E hereto.

"Specified Change of Control" means a "Change of Control" (or any other defined term having a similar purpose or meaning) as defined in any Permitted Unsecured Debt.

"Specified Indebtedness" has the meaning assigned to such term in Section 9.04(b).

"Specified Time" means 11:00 A.M., London time.

"Statutory Reserve Rate" means a fraction (expressed as a decimal) not to exceed the number one, the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any basis, marginal, special, emergency or supplemental reserves) expressed as a decimal established by any Governmental Authority of the Board or any other Governmental Authority having jurisdiction for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Subsidiary" means, as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a direct or indirect Subsidiary or Subsidiaries of the Borrower.

"Swap Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement (including collar transactions), whether exchange traded, "over-the-counter" or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of any Group Member shall be a Swap Agreement.

"Swap Obligation" means, with respect to any person, any obligation to pay or perform under any Swap Agreement.

"Swap Termination Value" means, in respect of any one or more Swap Agreements, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Agreements, (a) for any date on or after the date such Swap Agreements have been closed out and termination value(s) determined in accordance therewith, such termination value(s) and any unpaid amounts and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Agreements, as determined by the counterparties to such Swap Agreements.

"Swing Line Commitment" means, at any time, twenty-five million dollars ($25,000,000). The Swing Line Commitment is part of and not in addition to the Aggregate Maximum Credit Amounts.

"Swing Line Exposure" means, at any time, the aggregate principal amount of all Swing Line Loans outstanding at such time. The Swing Line Exposure of any Lender at any time shall be the sum of (a) its Applicable Percentage of the total Swing Line Exposure at such time, other than with respect to any Swing Line Loans made by such Lender in its capacity as a Swing Line Lender, and (b) the aggregate principal amount of all Swing Line Loans made by such Lender as a Swing Line Lender outstanding at such time (less the amount of participations funded by the other Lenders in such Swing Line Loans).

"Swing Line Lender" means KeyBank National Association in its capacity as a lender of Swing Line Loans hereunder.

"Swing Line Loan" means a Loan made pursuant to Section 2.11.

"Syndication Agent" means the Syndication Agent identified on the cover page of this Agreement.

"Taxes" means any and 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.

"Termination Date" means the earlier of the Maturity Date and the date of termination of the Commitments in accordance with the terms of this Agreement.

"Total Assets" means, as of any date of determination with respect to any Person, the amount that would, in accordance with GAAP, be set forth opposite the caption "total assets" (or any like caption) on a balance sheet of such Person at such date.

"Total Net Debt" means, at any time, (a) all Indebtedness of the Borrower and the Consolidated Restricted Subsidiaries on a consolidated basis described in clauses (a), (c), (d), (j) and (l) of the definition of Indebtedness, excluding the undrawn portion and/or contingent obligations arising under, or in respect of letters of credit, bank guarantees and surety or other bonds and similar instruments; provided that net Swap Obligations to the extent such obligations are due and payable and not paid on such date shall constitute Total Net Debt minus (b) the aggregate amount (not to exceed $20,000,000 at any time) of unrestricted cash and Cash Equivalents on the balance sheet of the Borrower and its Restricted Subsidiaries as of such date.

"Transactions" means, with respect to (a) the Borrower, the execution, delivery and performance by the Borrower of this Agreement, each other Loan Document to which it is a party, the borrowing of Loans, the use of the proceeds thereof and the issuance of Letters of Credit hereunder, the Borrower's grant of the security interests and provision of collateral under the Security Instruments and Borrower's grant of Liens on Mortgaged Properties (if applicable) and other Properties pursuant to the Security Instruments, (b) each Loan Party, the execution, delivery and performance by such Loan Party of each Loan Document to which it is a party, the guaranteeing of the Secured Obligations and the other obligations under the Guarantee and Collateral Agreement by such Loan Party and (c) each Loan Party, such Loan Party's grant of the security interests and provision of collateral under the Security Instruments, and the grant of Liens by such Loan Party on Mortgaged Properties (if applicable) and other Properties pursuant to the Security Instruments.

"Transferee" means any Assignee or Participant.

"Type" when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Alternate Base Rate or the Adjusted LIBO Rate.

"UCC" means the Uniform Commercial Code of the State of New York or of any other state the laws of which are required to be applied in connection with the perfection of security interests in any Mortgaged Property.

"Unrestricted Subsidiary" means any Subsidiary of the Borrower which the Borrower has designated in writing to the Administrative Agent to be an Unrestricted Subsidiary pursuant to Section 8.18 and satisfies the requirements to be an Unrestricted Subsidiary as set forth in Section 8.18.

"Unwind" means, with respect to any Swap Agreement, the early termination, unwind, cancelation or other Disposition of any such Swap Agreement. "Unwound" shall have a meaning correlative to the foregoing.

"U.S. Person" means a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"U.S. Tax Compliance Certificate" has the meaning assigned such term in Section 5.03(g)(ii)(B)(3).

"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 1.03 Types of Loans and Borrowings. For purposes of this Agreement, Loans and Borrowings, respectively, may be classified and referred to by Type (e.g., a "Eurodollar Loan" or a "Eurodollar Borrowing").

Section 1.04 Terms Generally; Rules of Construction. 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, restated or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in the Loan Documents), (b) any reference herein to any law shall be construed as referring to such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to the restrictions contained in the Loan Documents), (d) 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, (e) with respect to the determination of any time period, the word "from" means "from and including" and the word "to" and the word "through" means "to and including" and (f) any reference herein to Articles, Sections, Annexes, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement. The use of the phrase "subject to" as used in connection with Excepted Liens or otherwise and the permitted existence of any Excepted Liens or any other Liens shall not be interpreted to expressly or impliedly subordinate any Liens granted in favor of the Administrative Agent and the other Secured Parties as there is no intention to subordinate the Liens granted in favor of the Administrative Agent and the other Secured Parties. No provision of this Agreement or any other Loan Document shall be interpreted or construed against any Person solely because such Person or its legal representative drafted such provision.

Section 1.05 Accounting Terms and Determinations; GAAP. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all determinations with respect to accounting matters hereunder shall be made, and all financial statements and certificates and reports as to financial matters required to be furnished to the Administrative Agent or the Lenders hereunder shall be prepared, in accordance with GAAP, applied on a basis consistent with the financial statements delivered pursuant to Section 7.04(a), except for Accounting Changes (as defined below) with which the Borrower's independent certified public accountants concur and which are disclosed to the Administrative Agent on the next date on which financial statements are required to be delivered to the Lenders pursuant to Section 8.01(a); provided that, unless the Borrower and the Majority Lenders shall otherwise agree in writing, no such change shall modify or affect the manner in which compliance with the covenants set forth in Section 9.01 is computed such that all such computations shall be conducted utilizing financial information presented consistently with prior periods; and provided, further, that for purposes of such covenant compliance all leases by the Borrower and its Subsidiaries shall continue to be accounted for as operating leases or capital leases in accordance with generally accepted accounting principles as in effect on the Closing Date without regard to any future effectiveness of ASC 842. In the event that any "Accounting Change" shall occur and such change results in a change in the method of calculation of financial covenants, standards or terms in this Agreement, then the Borrower and the Administrative Agent agree to enter into negotiations in order to amend such provisions of this Agreement so as to reflect equitably such Accounting Changes with the desired result that the criteria for evaluating the Borrower's financial condition shall be the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as such an amendment shall have been executed and delivered by the Borrower, the Administrative Agent and the Majority Lenders, all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred. "Accounting Changes" refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC.

Section 1.06 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

Section 1.07 Timing of Payment or Performance. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of Interest Period) or performance shall extend to the immediately succeeding Business Day.

Section 1.08 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 been 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
THE CREDITS

Section 2.01 Commitments. Subject to the terms and conditions set forth herein, each Lender agrees to make Loans to the Borrower from time to time on any Business Day during the Availability Period in an aggregate principal amount that will not result in (a) such Lender's Revolving Credit Exposure exceeding such Lender's Commitment or (b) the total Revolving Credit Exposures exceeding the total Commitments. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, repay and reborrow the Loans.

Section 2.02 Loans and Borrowings.

(a) Borrowings; Several Obligations. Each Loan shall be made as part of a Borrowing consisting of Loans made by the Lenders ratably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Types of Loans. Subject to the terms of this Agreement, each Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrower may request in accordance herewith. Each Lender at its option may make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan and any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) Minimum Amounts; Limitation on Number of Borrowings. At the commencement of each Interest Period for any Eurodollar Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of $100,000 and not less than $100,000. At the time that each ABR Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of $100,000 and not less than $100,000; provided that an ABR Borrowing may be in an aggregate amount that is equal to the entire unused balance of the total Commitments or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.09(e). Each Swing Line Loan shall be in an amount that is an integral multiple of $100,000 and not less than $100,000. Borrowings of more than one Type may be outstanding at the same time, provided that there shall not at any time be more than a total of eight (8) Eurodollar Borrowings outstanding. Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

(d) Notes. If a Lender shall make a written request to the Administrative Agent and the Borrower to have its Loans evidenced by a Note, then, for each such Lender, the Borrower shall execute and deliver a single Note of the Borrower dated, in the case of (i) any Lender party hereto as of the date of this Agreement, as of the date of this Agreement or (ii) any Lender that becomes a party hereto pursuant to an Assignment and Assumption, as of the effective date of the Assignment and Assumption, payable to such Lender (and, for avoidance of doubt, its registered assigns) in a principal amount equal to its Maximum Credit Amount as in effect on such date, and otherwise duly completed. Upon request from a Lender, in the event that any such Lender's Maximum Credit Amount increases or decreases for any reason (whether pursuant to Section 2.06, Section 12.04(b) or otherwise), the Borrower shall deliver or cause to be delivered on the effective date of such increase or decrease, a new Note payable to such Lender (and, for avoidance of doubt, its registered assigns) in a principal amount equal to its Maximum Credit Amount after giving effect to such increase or decrease, and otherwise duly completed. The date, amount, Type, interest rate and, if applicable, Interest Period of each Loan made by each Lender, and all payments made on account of the principal thereof, may be recorded by such Lender on its books for its Note, and, prior to any transfer, may be recorded by such Lender on a schedule attached to such Note or any continuation thereof or on any separate record maintained by such Lender; provided that the failure to make any such notation or to attach a schedule shall not affect any Lender's or the Borrower's rights or obligations in respect of such Loans or affect the validity of such transfer by any Lender of its Note.

Section 2.03 Requests for Borrowings. To request a Borrowing, the Borrower shall notify the Administrative Agent of such request by telephone (a) in the case of a Eurodollar Borrowing, not later than 11:00 A.M. three (3) Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, on the date of the proposed Borrowing (provided that any such notice of an ABR Borrowing to finance payments required by Section 2.09(e) may be given not later than 10:00 A.M. on the date of the proposed borrowing); provided that no such notice shall be required for any deemed request of an ABR Borrowing to finance the reimbursement of an LC Disbursement as provided in Section 2.09(e). Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or electronic communication to the Administrative Agent of a written Borrowing Request in substantially the form of Exhibit B and signed by the Borrower (or other communication in writing acceptable to the Administrative Agent). Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

(i) the aggregate amount of the requested Borrowing;

(ii) the date of such Borrowing, which shall be a Business Day;

(iii) whether such Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing;

(iv) in the case of a Eurodollar Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period"; and

(v) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.05.

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Eurodollar Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. Each Borrowing Request shall constitute a representation that the amount of the requested Borrowing shall not cause the total Revolving Credit Exposures to exceed the total Commitments (i.e., the lesser of the Aggregate Maximum Credit Amounts and the then effective Borrowing Base) on the date of such Borrowing.

Promptly following receipt of a Borrowing Request in accordance with this Section 2.03, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

Section 2.04 Interest Elections.

(a) Conversion and Continuance. Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request unless otherwise precluded by the terms hereof and, if a Eurodollar Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section 2.04. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section 2.04 shall not apply to Swing Line Loans which may not be converted or continued.

(b) Interest Election Requests. To make an election pursuant to this Section 2.04, the Borrower shall notify the Administrative Agent of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or electronic communication to the Administrative Agent of a written Interest Election Request signed by the Borrower.

(c) Information in Interest Election Requests. Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to Section 2.04(c)(iii) and Section 2.04(c)(iv) shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Eurodollar Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Notice to Lenders by the Administrative Agent. Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) Effect of Failure to Deliver Timely Interest Election Request and Events of Default and Borrowing Base Deficiencies on Interest Election. If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurodollar Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an Eurodollar Borrowing with a one month Interest Period. Notwithstanding any contrary provision hereof, if (i) a Borrowing Base Deficiency has occurred and is continuing, no outstanding Borrowing may be converted to or continued as a Eurodollar Borrowing with an Interest Period longer than one month (and any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be deemed to request an Interest Period of one month) and (ii) an Event of Default has occurred and is continuing, no outstanding Borrowing may be converted to or continued as a Eurodollar Borrowing (and any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective) and, unless repaid, each Eurodollar Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

Section 2.05 Funding of Borrowings.

(a) Funding by Lenders. Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 12:00 Noon to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders; provided that Swing Line Loans shall be made as provided in Section 2.11. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an account of the Borrower maintained with the Administrative Agent and designated by the Borrower in the applicable Borrowing Request; provided that ABR Loans made to finance the reimbursement of an LC Disbursement as provided in Section 2.09(e) shall be remitted by the Administrative Agent to the applicable Issuing Bank. Nothing herein shall be deemed to obligate any Lender to obtain the funds for its Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for its Loan in any particular place or manner.

(b) Presumption of Funding by the Lenders. Unless the Administrative Agent shall have received notice from a Lender prior to 10:00 A.M. on the proposed date of any 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 Section 2.05(a) 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 forthwith on 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 (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

Section 2.06 Termination and Reduction of Aggregate Maximum Credit Amounts.

(a) Scheduled Termination of Commitments. Unless previously terminated, the Commitments shall terminate on the Maturity Date. If at any time the Aggregate Maximum Credit Amounts are terminated or reduced to zero, then the Commitments shall terminate on the effective date of such termination or reduction.

(b) Optional Termination and Reduction of Aggregate Credit Amounts.

(i) The Borrower may at any time terminate, or from time to time reduce, the Aggregate Maximum Credit Amounts; provided that (A) each reduction of the Aggregate Maximum Credit Amounts shall be in an amount that is an integral multiple of $1,000,000 and not less than $5,000,000 and (B) the Borrower shall not terminate or reduce the Aggregate Maximum Credit Amounts if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 3.04(b), the total Revolving Credit Exposures would exceed the total Commitments.

(ii) The Borrower shall notify the Administrative Agent of any election to terminate or reduce the Aggregate Maximum Credit Amounts under Section 2.06(b)(i) at least three (3) Business Days prior to the effective date of such termination or reduction (or such shorter time as the Administrative Agent may agree) in writing, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section 2.06(b)(ii) shall be irrevocable; provided that a notice of termination of the Aggregate Maximum Credit Amounts delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit or debt facilities or the consummation of a Material Acquisition or Material Disposition or an issuance of Equity Interests, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Aggregate Maximum Credit Amounts shall be permanent and may not be reinstated. Each reduction of the Aggregate Maximum Credit Amounts shall be made ratably among the Lenders in accordance with each Lender's Applicable Percentage.

Section 2.07 Borrowing Base.

(a) Initial Borrowing Base. For the period from and including the Closing Date to but excluding the next Redetermination Date, the Borrowing Base shall be $725,000,000. Notwithstanding the foregoing, the Borrowing Base may be subject to further adjustments from time to time pursuant to the Borrowing Base Adjustment Provisions.

(b) Scheduled and Interim Redeterminations. The Borrowing Base shall be redetermined semi-annually in accordance with this Section 2.07 (each such redetermination, a "Scheduled Redetermination"), and, subject to Section 2.07(d), such redetermined Borrowing Base shall become effective and applicable to the Borrower, the Administrative Agent, the Issuing Bank(s) and the Lenders on May 1st and November 1st of each year (or as soon as possible thereafter as contemplated by Section 2.07(d)(i)) commencing May 1, 2019. The (i) Borrower may, by notifying the Administrative Agent thereof, (A) one time between each Scheduled Redetermination, or (B) upon the acquisition or disposition of Oil and Gas Properties that have a Fair Market Value (in the instance of an acquisition) or a Borrowing Base value (in the instance of a divestiture) equal to or greater than 5% of the then effective Borrowing Base, elect to cause the Borrowing Base to be redetermined in accordance with this Section 2.07 and (ii) Administrative Agent, at the direction of the Required Lenders shall, by notifying the Borrower thereof, one-time between each Scheduled Redetermination elect to cause the Borrowing Base to be redetermined (each such redetermination, an "Interim Redetermination") in accordance with this Section 2.07.

(c) Scheduled and Interim Redetermination Procedure.

(i) Each Scheduled Redetermination and each Interim Redetermination shall be effectuated as follows: upon receipt by the Administrative Agent of (A) the Reserve Report for such redetermination and the related Reserve Report Certificate (unless waived by the Administrative Agent in the case of an Interim Redetermination) and (B) such other reports, data and supplemental information, including the information provided pursuant to Section 8.11(c), as may, from time to time, be reasonably requested by the Administrative Agent or a Lender (the Reserve Report, such Reserve Report Certificate and such other reports, data and supplemental information being the "Engineering Reports"), the Administrative Agent in its sole discretion shall evaluate the information contained in the Engineering Reports and shall propose a new Borrowing Base (the "Proposed Borrowing Base") in good faith based upon such information and such other information (including the status of title information with respect to the Oil and Gas Properties as described in the Engineering Reports and the existence of any other Indebtedness) as the Administrative Agent deems appropriate in its sole discretion and consistent with its oil and gas lending criteria as it exists at the particular time. In no event shall the Proposed Borrowing Base exceed the Aggregate Maximum Credit Amounts.

(ii) The Administrative Agent shall thereafter notify the Borrower and the Lenders of the Proposed Borrowing Base (the "Proposed Borrowing Base Notice"):

(A) in the case of a Scheduled Redetermination (1) if the Administrative Agent shall have received the Engineering Reports required to be delivered by the Borrower pursuant to Section 8.11(a) and Section 8.11(c) in a timely and complete manner, then before or on March 15th or September 15th, as the case may be, of such year following the date of delivery or (2) if the Administrative Agent shall not have received the Engineering Reports required to be delivered by the Borrower pursuant to Section 8.11(a) and Section 8.11(c) in a timely and complete manner, then promptly after the Administrative Agent has received complete Engineering Reports from the Borrower and has had a reasonable opportunity to determine the Proposed Borrowing Base in accordance with Section 2.07(c)(i); and

(B) in the case of an Interim Redetermination, promptly, and in any event, in the case of a Borrower requested Interim Redetermination within fifteen (15) days after the Administrative Agent has received the required Engineering Reports (or such later date to which the Borrower and the Administrative Agent agree).

(iii) Subject to Section 2.10(b) and Section 12.02(b)(ii) with respect to any Defaulting Lender, any Proposed Borrowing Base that would (A) increase the Borrowing Base then in effect must be approved by all Lenders as provided in this Section 2.07(c)(iii) and (B) decrease or maintain the Borrowing Base then in effect must be approved by the Required Lenders as provided in this Section 2.07(c)(iii). Upon receipt of the Proposed Borrowing Base Notice, each Lender shall have fifteen (15) days (or such shorter period as the Administrative Agent may permit) to agree with the Proposed Borrowing Base or disagree with the Proposed Borrowing Base by proposing an alternate Borrowing Base. If, at the end of such 15-day period (or such shorter period as the Administrative Agent may permit), all of the Lenders, in the case of a Proposed Borrowing Base that would increase the Borrowing Base then in effect, or the Required Lenders, in the case of a Proposed Borrowing Base that would decrease or maintain the Borrowing Base then in effect, have approved, as aforesaid, then the Proposed Borrowing Base shall become the new Borrowing Base, effective on the date specified in Section 2.07(d). If, however, at the end of such 15-day period (or such shorter period as the Administrative Agent may permit), all of the Lenders or the Required Lenders, as applicable, have not approved the Proposed Borrowing Base, as aforesaid, then the Administrative Agent shall poll the Lenders to ascertain the highest Borrowing Base then acceptable to a number of Lenders sufficient to constitute the Required Lenders and, so long as such amount does not increase the Borrowing Base then in effect, such amount shall become the new Borrowing Base, effective on the date specified in Section 2.07(d) (provided that, if the Administrative Agent shall have polled the Lenders and ascertained that the highest Borrowing Base then acceptable to all of the Lenders increases the Borrowing Base then in effect, such amount shall become the new Borrowing Base, effective on the date specified in Section 2.07(d)).

(d) Effectiveness of a Redetermined Borrowing Base. After a redetermined Borrowing Base is approved by all of the Lenders or the Required Lenders (subject to Section 2.10(b) and Section 12.02(b)(ii) with respect to any Defaulting Lender), as applicable, pursuant to Section 2.07(c)(iii), the Administrative Agent shall notify the Borrower and the Lenders of the amount of the redetermined Borrowing Base (such notice, the "New Borrowing Base Notice") and such amount shall become the new Borrowing Base effective and applicable to the Borrower, the Administrative Agent, the Issuing Bank(s) and the Lenders:

(i) in the case of a Scheduled Redetermination, (A) if the Administrative Agent shall have received the Engineering Reports required to be delivered by the Borrower pursuant to Section 8.11(a) and Section 8.11(c) in a timely and complete manner, then on May 1st or November 1st of each year, as applicable, following such notice or as soon as possible thereafter, pursuant to the procedures set forth in Section 2.07(c)(iii), or (B) if the Administrative Agent shall not have received the Engineering Reports required to be delivered by the Borrower pursuant to Section 8.11(a) and Section 8.11(c) in a timely and complete manner, then on the Business Day next succeeding delivery of such New Borrowing Base Notice; and

(ii) in the case of an Interim Redetermination, on the Business Day next succeeding delivery of such New Borrowing Base Notice.

Such amount shall then become the Borrowing Base until the next Scheduled Redetermination Date, the next Interim Redetermination Date or the next adjustment to the Borrowing Base pursuant to the Borrowing Base Adjustment Provisions, whichever occurs first. Notwithstanding the foregoing, no Scheduled Redetermination or Interim Redetermination shall become effective until the New Borrowing Base Notice related thereto is received by the Borrower.

Section 2.08 Borrowing Base Adjustment Provisions.

(a) Reduction of Borrowing Base Upon Asset Dispositions and Termination of Swap Positions. If the Borrower or one of the other Group Members Disposes of Oil and Gas Properties constituting Proved Reserves (but excluding any Disposition to a Loan Party or from a non-Loan Party to a non-Loan Party, in each case, subject to prior written notice) or any Equity Interests in any Person owning Oil and Gas Properties constituting Proved Reserves (but excluding any Disposition to a Loan Party or from a non-Loan Party to a non-Loan Party, in each case, subject to prior written notice), or Unwinds Swap Agreements and (i) the Borrowing Base Value attributable to such Disposed of Oil and Gas Property (or the Oil and Gas Properties owned by any Group Member whose Equity Interests were sold) plus (ii) the Borrowing Base Value attributable to such Unwound Swap Agreements, since the later of (x) the last Redetermination Date and (y) the last adjustment of the Borrowing Base pursuant to this Section 2.08(a) is in excess of five percent (5%) of the Borrowing Base as then in effect (as reasonably determined by the Administrative Agent), individually or in the aggregate, then the Borrowing Base will be automatically reduced by an amount equal to the value attributable to such Oil and Gas Properties (or such Oil and Gas Properties owned by any Subsidiary whose Equity Interests were sold) or such Unwound Swap Agreement in the current Borrowing Base; provided that the Administrative Agent shall promptly inform the Borrower of the amount of the adjusted Borrowing Base. For the purposes of this Section 2.08(a), a Disposition of Oil and Gas Properties shall be deemed to include the designation of a Restricted Subsidiary owning Oil and Gas Properties constituting Proved Reserves as an Unrestricted Subsidiary and the Disposition of Oil and Gas Properties, or Equity Interests in any Person owning Oil and Gas Properties constituting Proved Reserves, to an Unrestricted Subsidiary.

(b) Reduction of Borrowing Base Related to Title. Pursuant to Section 8.12(c), if the Administrative Agent or Required Lenders have adjusted the Borrowing Base, so that, after giving effect to such reduction, the Borrower will satisfy the requirements of Section 8.12(c), the Administrative Agent shall promptly notify the Borrower in writing and, upon receipt of such notice, the new Borrowing Base will simultaneously become effective.

(c) Reduction of Borrowing Base Upon Incurrence of Permitted Unsecured Debt. Upon the issuance or incurrence of any Permitted Unsecured Debt or Permitted Refinancing Indebtedness in an aggregate principal amount in excess of the Refinanced Indebtedness, the Borrowing Base then in effect shall be automatically reduced by an amount equal to the product of 0.25 multiplied by the stated principal amount of such Permitted Unsecured Debt or, with respect to such Permitted Refinancing Indebtedness, the extent the aggregate principal amount of such Indebtedness exceeds the Refinanced Indebtedness, as applicable, without regard to any original issue discount, and the Borrowing Base as so reduced shall become the new Borrowing Base on the Business Day of such issuance or incurrence.

Section 2.09 Letters of Credit.

(a) General. Subject to the terms and conditions set forth herein, the Borrower may request the issuance of dollar denominated Letters of Credit for its own account or for the account of any other Loan Party, in a form reasonably acceptable to the Administrative Agent and the applicable Issuing Bank, at any time and from time to time during the period from the Closing Date until the day which is five (5) Business Days prior to the Maturity Date; provided that, in addition to the conditions set forth in Section 6.02, the Borrower may not request the issuance, amendment, renewal or extension of Letters of Credit hereunder if (i) the LC Exposure would exceed the LC Commitment or (ii) the total Revolving Credit Exposures would exceed the aggregate Commitments of the Lenders (i.e., the lesser of the Aggregate Maximum Credit Amounts and the then effective Borrowing Base) (collectively, the "LC Availability Requirements"). In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the Borrower to, or entered into by the Borrower with, the applicable Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control.

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Borrower shall hand deliver or transmit by electronic communication, if arrangements for doing so have been approved by the applicable Issuing Bank to the Issuing Bank and the Administrative Agent (not less than three (3) Business Days in advance of the requested date of issuance, amendment, renewal or extension) a notice:

(i) requesting the issuance of a Letter of Credit or identifying the Letter of Credit to be amended, renewed or extended;

(ii) specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day);

(iii) specifying the date on which such Letter of Credit is to expire (which shall comply with Section 2.09(c));

(iv) specifying the amount of such Letter of Credit; and

(v) specifying the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit.

Each notice shall constitute a representation that, after giving effect to the requested issuance, amendment, renewal or extension, as applicable, the LC Availability Requirements will be satisfied on the date of such issuance, amendment, renewal or extension.

If requested by the applicable Issuing Bank, the Borrower also shall submit a letter of credit application on the Issuing Bank's standard form in connection with any request for a Letter of Credit.

(c) Expiration Date. Each Letter of Credit shall expire (or be subject to termination by notice from the Issuing Bank to the beneficiary thereof) at or prior to the close of business on the earlier of (A) the date that is one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension of a Letter of Credit, one year after such renewal or extension), and (B) the date that is five Business Days prior to the Maturity Date.

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the applicable Issuing Bank or the Lenders, such Issuing Bank hereby grants to each Lender, and each Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of such Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by such Issuing Bank and not reimbursed by the Borrower on the date due as provided in Section 2.09(e), or of any reimbursement payment required to be refunded to the Borrower for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this Section 2.09(d) in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default, the existence of a Borrowing Base Deficiency or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Reimbursement. If an Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement not later than 12:00 noon, New York City time, on the date that such LC Disbursement is made, if the Borrower shall have received notice of such LC Disbursement prior to 10:00 A.M. on such date, or, if such notice has not been received by the Borrower prior to such time on such date, then not later than 12:00 Noon on the Business Day immediately following the day that the Borrower receives such notice, if such notice is not received prior to such time on the day of receipt; provided that, unless the Borrower has notified the relevant Issuing Bank and Administrative Agent that it will, and does, reimburse such LC Disbursement by the required date and time, the Borrower shall, subject to the satisfaction of the conditions to Borrowing set forth in Section 6.02, be deemed to have requested, and the Borrower does hereby request under such circumstances, that such payment be financed with an ABR Borrowing in an equivalent amount and, to the extent so financed, the Borrower's obligation to make such payment shall be discharged and replaced by the resulting ABR Borrowing. If the Borrower fails to make such payment in respect of any LC Disbursement when due, the Administrative Agent shall notify each Lender of the applicable LC Disbursement, the payment then due from the Borrower in respect thereof and such Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Lender shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the Borrower, in the same manner as provided in Section 2.05 with respect to Loans made by such Lender (and Section 2.05 shall apply, *mutatis mutandis*, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the applicable Issuing Bank the amounts so received by it from the Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this Section 2.09(e), the Administrative Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that Lenders have made payments pursuant to this Section 2.09(e) to reimburse the applicable Issuing Bank, then to such Lenders and the Issuing Bank as their interests may appear. Any payment made by a Lender pursuant to this Section 2.09(e) to reimburse the Issuing Bank for any LC Disbursement (other than the funding of ABR Loans as contemplated above) shall not constitute a Loan and shall not relieve the Borrower of its obligation to reimburse such LC Disbursement.

(f) Obligations Absolute. The Borrower's obligation to reimburse LC Disbursements as provided in Section 2.09(e) shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit, any Letter of Credit Agreement or any other Loan Document, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by the Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit or any Letter of Credit Agreement, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section 2.09(f), constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder. Neither the Administrative Agent, the Lenders nor the Issuing Bank, nor any of their Related Parties shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the Issuing Bank; provided that the foregoing shall not be construed to excuse the Issuing Bank from liability to the Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable law) suffered by the Borrower that are caused by the Issuing Bank's failure to exercise due care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of the Issuing Bank (as finally determined by a court of competent jurisdiction), the Issuing Bank shall be deemed to have exercised all requisite care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. An Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. An Issuing Bank shall promptly notify the Administrative Agent and the Borrower by telephone (confirmed by electronic communication) of such demand for payment and whether the Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligation to reimburse the applicable Issuing Bank and the Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If an Issuing Bank shall make any LC Disbursement, then, until the Borrower shall have reimbursed such Issuing Bank for such LC Disbursement (either with its own funds or a Borrowing under Section 2.09(e)), the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrower reimburses such LC Disbursement, at the rate *per annum* then applicable to ABR Loans. Interest accrued pursuant to this Section 2.09(h) shall be for the account of such Issuing Bank, except that interest accrued on and after the date of payment by any Lender pursuant to Section 2.09(e) to reimburse such Issuing Bank shall be for the account of such Lender to the extent of such payment.

(i) Replacement of the Issuing Bank. An Issuing Bank may be replaced at any time by written agreement among the Borrower, the Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank. The Administrative Agent shall notify the Lenders of any such replacement of the Issuing Bank. At the time any such replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 3.05(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of the replaced Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Bank" shall also be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit. Subject to the appointment and acceptance of a successor Issuing Bank, any Issuing Bank may resign as an Issuing Bank at any time upon thirty (30) days prior written notice to the Administrative Agent, the Borrower and the Lenders, in which case, such Issuing Bank shall be replaced in accordance with this Section 2.09(i) above.

(j) Cash Collateralization. If (i) any Event of Default shall occur and be continuing and the Borrower receives notice from the Administrative Agent or the Majority Lenders demanding the deposit of Cash Collateral pursuant to this Section 2.09(j), (ii) the LC Exposure exceeds the LC Commitment at any time as a result of a reduction in the Borrowing Base, (iii) the Borrower is required to pay to the Administrative Agent the excess attributable to an LC Exposure in connection with any prepayment pursuant to Section 3.04(c) or (iv) the Borrower is required to Cash Collateralize a Defaulting Lender's LC Exposure pursuant to Section 2.10, then the Borrower shall deposit, in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders, an amount in cash equal to 103% of (A) in the case of an Event of Default, the LC Exposure (net of any Cash Collateral already held at the applicable time by the Administrative Agent with respect to such LC Exposure) and (B) in the case of the LC Exposure exceeding the LC Commitment, the amount of such excess, and (C) in the case of a payment required by Section 3.04(c), the amount of such excess as provided in Section 3.04(c), as of such date plus any accrued and unpaid interest thereon; provided that the obligation to deposit such Cash Collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower or any other Group Member described in Section 10.01(h) or Section 10.01(i). The Borrower hereby grants to the Administrative Agent, for the benefit of the Issuing Bank(s) and the Lenders, an exclusive first priority and continuing perfected security interest in and Lien on such account and all cash, checks, drafts, certificates and instruments, if any, from time to time deposited or held in such account, all deposits or wire transfers made thereto, any and all investments purchased with funds deposited in such account, all interest, dividends, cash, instruments, financial assets and other Property from time to time received, receivable or otherwise payable in respect of, or in exchange for, any or all of the foregoing, and all proceeds, products, accessions, rents, profits, income and benefits therefrom, and any substitutions and replacements therefor. The Borrower's obligation to deposit amounts pursuant to this Section 2.09(j) shall be absolute and unconditional, without regard to whether any beneficiary of any such Letter of Credit has attempted to draw down all or a portion of such amount under the terms of a Letter of Credit, and, to the fullest extent permitted by applicable law, shall not be subject to any defense or be affected by a right of set-off, counterclaim or recoupment which the Borrower or any of its Subsidiaries may now or hereafter have against any such beneficiary, the Issuing Bank(s), the Administrative Agent, the Lenders or any other Person for any reason whatsoever. Such deposit shall be held as collateral securing the payment and performance of the Borrower's and the Guarantor's obligations under this Agreement and the other Loan Documents. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the applicable Issuing Bank(s) for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated, be applied to satisfy other obligations of the Borrower and the Guarantors under this Agreement or the other Loan Documents. If the Borrower is required to provide an amount of Cash Collateral hereunder as a result of the occurrence of an Event of Default, and the Borrower is not otherwise required to pay to the Administrative Agent the excess attributable to an LC Exposure in connection with any prepayment pursuant to Section 3.04(c), then such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three (3) Business Days after all Events of Default have been cured or waived.

Section 2.10 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) Commitment Fees. Commitment fees shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Lender pursuant to Section 3.05(a).

(b) Waivers and Amendments. The Maximum Credit Amount and the principal amount of the Loans and participation interests in Letters of Credit and Swing Line Loans of the Defaulting Lenders (if any) shall not be included in determining whether the Majority Lenders or Required Lenders, as applicable, have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 12.02); provided that, without prejudice to the terms of Section 12.02, this clause (b) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification requiring the consent of such Lender or each Lender adversely affected thereby.

(c) if any Swing Line Exposure or LC Exposure exists at the time such Lender becomes a Defaulting Lender then:

(i) all or any part of the Swing Line Exposure and LC Exposure of such Defaulting Lender (other than the portion of such Swing Line Exposure referred to in clause (b) of the definition of such term) shall be reallocated among the non-Defaulting Lenders in accordance with their respective Applicable Percentage but only to the extent the sum of all non-Defaulting Lenders' Revolving Credit Exposure plus such Defaulting Lender's LC Exposure does not exceed the total of all non-Defaulting Lenders' Commitments;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within one Business Day following notice by the Administrative Agent (A) first prepay such Swing Line Exposure and (B) second Cash Collateralize for the benefit of the Issuing Bank only the Borrower's obligations corresponding to such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.09(j) for so long as such LC Exposure is outstanding;

(iii) if the Borrower Cash Collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to clause (ii) above, the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 3.05(b) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is Cash Collateralized;

(iv) if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Section 3.05(a) and Section 3.05(b) shall be adjusted in accordance with such non-Defaulting Lenders' Applicable Percentage; and

(v) if all or any portion of such Defaulting Lender's LC Exposure is neither reallocated nor Cash Collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of the Issuing Bank or any other Lender hereunder, all fees payable under Section 3.05(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the Issuing Bank until and to the extent that such LC Exposure is reallocated and/or Cash Collateralized.

(d) So long as such Lender is a Defaulting Lender, the Swing Line Lender shall not be required to fund any Swing Line Loans and the Issuing Bank shall not be required to issue, extend, renew or increase any Letter of Credit, unless it is satisfied that the related exposure and the Defaulting Lender's then outstanding LC Exposure will be 100% covered by the Commitments of the non-Defaulting Lenders and/or Cash Collateral will be provided by the Borrower in accordance with Section 2.10(c), and participating interests in any newly made Swing Line Loans and any newly issued, extended, renewed or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.10(c)(i) (and such Defaulting Lender shall not participate therein).

(e) New Swing Line Loans and Letters of Credit. If (i) a Bankruptcy Event or a Bail-In Action with respect to a Lender Parent of any Lender shall occur following the date hereof and for so long as such event shall continue or (ii) the Swing Line Lender or any Issuing Bank has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, the Swing Line Lender shall not be required to fund any Swing Line Loan and the Issuing Bank shall not be required to issue, extend, renew or increase any Letter of Credit, unless the Swing Line Lender or Issuing Bank, as the case may be, shall have entered into arrangements with the Borrower or such Lender, satisfactory to the Swing Line Lender or Issuing Bank, as applicable, to defease any risk to it in respect of such Lender hereunder.

(f) Defaulting Lender Cure. In the event that the Administrative Agent, the Borrower, the Swing Line Lender and the Issuing Bank each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swing Line Exposure and LC Exposure of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date such Lender shall purchase at par such of the Loans of the other Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Applicable Percentage.

Section 2.11 Swing Line Loans.

(a) Subject to the terms and conditions set forth herein, from time to time during the Availability Period, the Swing Line Lender agrees to make Swing Line Loans to the Borrower in an aggregate principal amount at any time outstanding that will not result in (i) the aggregate principal amount of outstanding Swing Line Loans exceeding the Swing Line Commitment, (ii) such Swing Line Lender's Revolving Credit Exposure exceeding its Commitment, or (iii) the sum of the Revolving Credit Exposures exceeding the total Commitments; provided that a Swing Line Lender shall not be required to make a Swing Line Loan to refinance an outstanding Swing Line Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Swing Line Loans.

(b) To request a Swing Line Loan, the Borrower shall submit a written notice to the Administrative Agent by telecopy or electronic mail not later than 11:00 A.M., on the day of a proposed Swing Line Loan. Each such notice shall be in a form approved by the Administrative Agent, shall be irrevocable and shall specify (i) the requested date (which shall be a Business Day) and (ii) amount of the requested Swing Line Loan. The Administrative Agent will promptly advise the Swing Line Lender of any such notice received from the Borrower. The Swing Line Lender shall make the requested Swing Line Loan available to the Borrower by means of a credit to an account of the Borrower with the Administrative Agent designated for such purpose by 3:00 P.M., on the requested date of such Swing Line Loan.

(c) The Swing Line Lender may by written notice given to the Administrative Agent require the Lenders to acquire participations in all or a portion of its Swing Line Loans outstanding. Such notice shall specify the aggregate amount of Swing Line Loans in which Lenders will participate. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each Lender, specifying in such notice such Lender's Applicable Percentage of such Swing Line Loans. Each Lender hereby absolutely and unconditionally agrees, promptly upon receipt of such notice from the Administrative Agent (and in any event, if such notice is received by 12:00 Noon on a Business Day no later than 5:00 P.M. on such Business Day and if received after 12:00 Noon on a Business Day shall mean no later than 10:00 A.M. on the immediately succeeding Business Day), to pay to the Administrative Agent, for the account of such Swing Line Lenders, such Lender's Applicable Percentage of such Swing Line Loans. Each Lender acknowledges and agrees that its obligation to acquire participations in Swing Line Loans pursuant to this Section 2.11(c) is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Lender shall comply with its obligation under this Section 2.11(c) by wire transfer of immediately available funds, in the same manner as provided in Section 2.05 with respect to Loans made by such Lender (and Section 2.05 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the Swing Line Lender the amounts so received by it from the Lenders. The Administrative Agent shall notify the Borrower of any participations in any Swing Line Loan acquired pursuant to this Section 2.11(c), and thereafter payments in respect of such Swing Line Loan shall be made to the Administrative Agent and not to the Swing Line Lender. Any amounts received by the Swing Line Lender from the Borrower (or other party on behalf of the Borrower) in respect of a Swing Line Loan after receipt by the Swing Line Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent; any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the Lenders that shall have made their payments pursuant to this Section 2.11(c) and to the Swing Line Lenders, as its interests may appear; provided that any such payment so remitted shall be repaid to the Swing Line Lender or to the Administrative Agent, as applicable, if and to the extent such payment is required to be refunded to the Borrower for any reason. The purchase of participations in a Swing Line Loan pursuant to this Section 2.11(c) shall not relieve the Borrower of any default in the payment thereof.

(d) The Swing Line Lender may be replaced at any time by written agreement among the Borrower, the Administrative Agent, the Swing Line Lender and the successor Swing Line Lender. The Administrative Agent shall notify the Lenders of any such replacement of the Swing Line Lender. At the time any such replacement shall become effective, the Borrower shall pay all unpaid interest accrued for the account of the replaced Swing Line Lender pursuant to Section 3.02(c). From and after the effective date of any such replacement, (i) the successor Swing Line Lender shall have all the rights and obligations of the replaced Swing Line Lender under this Agreement with respect to Swing Line Loans made thereafter and (ii) references herein to the term "Swing Line Lender" shall be deemed to refer to such successor or to any previous Swing Line Lender. After the replacement of the Swing Line Lender hereunder, the replaced Swing Line Lender shall remain a party hereto and shall continue to have all the rights and obligations of a Swing Line Lender under this Agreement with respect to Swing Line Loans made by it prior to its replacement, but shall not be required to make additional Swing Line Loans.

(e) Subject to the appointment and acceptance of a successor Swing Line Lender, the Swing Line Lender may resign as a Swing Line Lender at any time upon thirty days' prior written notice to the Administrative Agent, the Borrower and the Lenders, in which case, the Swing Line Lender shall be replaced in accordance with Section 2.11(d) above.

Section 2.12 Loans and Borrowings Under Existing Credit Agreements. On the Closing Date:

(a) the Borrower shall pay all accrued and unpaid commitment fees, break funding fees under Section 5.02 of each Existing Credit Agreement and all other fees that are outstanding under the Existing Credit Agreements for the account of each "Lender" under the Existing Credit Agreements;

(b) each "ABR Loan" and "Eurodollar Loan" outstanding under the Existing Credit Agreements shall be deemed to be continued as existing Loans under this Agreement and not as a novation;

(c) any letters of credit outstanding under the Existing Credit Agreements shall be deemed issued under this Agreement; and

(d) the Existing Credit Agreements and the commitments thereunder shall be superseded by this Agreement.

It is the intent of the parties hereto that this Agreement not constitute a novation of the obligations and liabilities existing under the Existing Credit Agreements or evidence repayment of any such obligations and liabilities and that this Agreement amend, restate and consolidate in their entirety the Existing Credit Agreements and re-evidence the obligations of the Borrower and Core outstanding thereunder as obligations of the Borrower hereunder. To the extent not amended and restated as of the Effective Date, the Loan Documents executed in connection with each Existing Credit Agreement and in effect prior to the Closing Date (the "Existing Loan Documents") shall continue in full force and effect, are hereby ratified, reaffirmed and confirmed in all respects, and shall, for the avoidance of doubt, constitute "Loan Documents" under this Agreement. The terms of the Loan Documents that correspond to the Existing Loan Documents that have been amended and restated as of the Closing Date shall govern for any period occurring on or after the Closing Date, and the terms of such Existing Loan Documents prior to their amendment and restatement shall govern for any period beginning before the Closing Date and ending on the day immediately preceding the Closing Date. In furtherance of the foregoing, (i) each reference in any Loan Document to the "Credit Agreement", any other Loan Document that is being amended and restated as of the Closing Date, "thereunder", "thereof" or words of like import, is hereby amended, mutatis mutandis, as applicable in the context, to be a reference to, and shall thereafter mean, this Agreement or such other amended and restated Loan Document, as applicable in the context (as each may be amended, modified or supplemented and in effect from time to time) and (ii) the definition of any term defined in any Loan Document by reference to the terms defined in the "Credit Agreement" or any other Loan Document that is being amended and restated as of the Closing Date is hereby amended to be defined by reference to the defined term in this Agreement or such other amended and restated Loan Document, as applicable (as each may be amended, modified or supplemented and in effect from time to time).

ARTICLE III
PAYMENTS OF PRINCIPAL AND INTEREST; PREPAYMENTS; FEES

Section 3.01 Repayment of Loans. The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of (a) each Lender the then unpaid principal amount of each Loan on the Termination Date and (b) the Swing Line Lender the then unpaid principal amount of each Swing Line Loan on the earliest of (i) five (5) Business Days prior to the Maturity Date, (ii) the Termination Date and (iii) the twentieth (20^{th}) Business Day after such Swing Line Loan is made; provided that on each date that a Revolving Borrowing is made, the Borrower shall repay all Swing Line Loans then outstanding and the proceeds of any such Borrowing shall be applied by the Administrative Agent to repay any Swing Line Loans outstanding.

Section 3.02 Interest

(a) ABR Loans. The Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Margin, but in no event to exceed the Highest Lawful Rate.

(b) Eurodollar Loans. The Loans comprising each Eurodollar Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Margin, but in no event to exceed the Highest Lawful Rate.

(c) Swing Line Loans. The Swing Line Loans shall bear interest at the Daily LIBOR Rate plus the Applicable Margin for Eurodollar Loans, but in no event to exceed the Highest Lawful Rate.

(d) Post-Default Rate. Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrower or any Guarantor hereunder or under any other Loan Document is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to two percent (2%) plus the rate applicable to ABR Loans as provided in Section 3.02(a), but in no event to exceed the Highest Lawful Rate.

(e) Interest Payment Dates. Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and on the Termination Date; provided that (i) interest accrued pursuant to Section 3.02(d) shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than an optional prepayment of an ABR Loan prior to the Termination Date), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurodollar Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(f) Interest Rate Computations. All interest hereunder shall be computed on the basis of a year of 360 days, unless such computation would exceed the Highest Lawful Rate, in which case interest shall be computed on the basis of a year of 365 days (or 366 days in a leap year), except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted LIBO Rate or LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error, and be binding upon the parties hereto.

Section 3.03 Alternate Rate of Interest. If prior to the first day of any Interest Period:

(a) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that adequate and reasonable means (including, without limitation, by means of an Interpolated Rate) do not exist for ascertaining the Adjusted LIBO Rate or the LIBO Rate, as applicable, for such Interest Period; or

(b) the Administrative Agent shall have received notice from the Majority Lenders that the Adjusted LIBO Rate or LIBO Rate, as applicable, determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as conclusively certified by such Lenders) of making or maintaining their affected Loans included in such Borrowing for such Interest Period; then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone, followed by electronic communication as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective (and such Borrowing shall be automatically converted into ABR Loans on the last day of the applicable Interest Period), and (ii) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made either as an ABR Borrowing or at an alternate rate of interest determined by the Majority Lenders as their cost of funds.

Section 3.04 Prepayments.

(a) Optional Prepayments. The Borrower shall have the right at any time and from time to time to prepay, without premium or penalty (except with respect to any amounts due under Section 5.02), any Borrowing in whole or in part, subject to prior notice in accordance with Section 3.04(b).

(b) Notice and Terms of Optional Prepayment. The Borrower shall notify the Administrative Agent (and in the case of a Swing Line Loan, the Swing Line Lender) by telephone (confirmed by electronic communication) of any prepayment hereunder (i) in the case of prepayment of a Eurodollar Borrowing, not later than 12:00 Noon three (3) Business Days before the date of prepayment, (ii) in the case of prepayment of an ABR Borrowing, not later than 11:00 A.M. on the date of prepayment or (iii) in the case of prepayment of a Swing Line Loan, not later than 11:00 A.M. on the date of prepayment (or, in each case, such shorter time as the Administrative Agent may agree). Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.06(b), then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.06(b). Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 3.02 and any amounts due under Section 5.02.

(c) Mandatory Prepayments.

(i) Upon Optional Termination and Reduction. If, after giving effect to any termination or reduction of the Aggregate Maximum Credit Amounts pursuant to Section 2.06(b), there is a Borrowing Base Deficiency, then the Borrower shall (A) prepay the Borrowings on the date of such termination or reduction in an aggregate principal amount equal to such Borrowing Base Deficiency, and (B) if any Borrowing Base Deficiency remains after prepaying all of the Borrowings as a result of any LC Exposure, pay to the Administrative Agent on behalf of the Lenders an amount equal to such remaining Borrowing Base Deficiency to be held as Cash Collateral as provided in Section 2.09(j).

(ii) Upon Redeterminations and Title Related Borrowing Base Adjustment. If there is a Borrowing Base Deficiency as a result of (A) any redetermination of the Borrowing Base in accordance with Section 2.07 or (B) a Borrowing Base adjustment pursuant to Section 2.08(b), then upon such Redetermination Date or the occurrence of such Borrowing Base adjustment (such date, the "Deficiency Date"), the Borrower shall, within five (5) Business Days of the Deficiency Date, inform the Administrative Agent that it intends to do one or more of the following:

(A) within thirty (30) days of the Deficiency Date (1) prepay the Borrowings in an aggregate principal amount equal to such Borrowing Base Deficiency and (2) if any Borrowing Base Deficiency remains after prepaying all of the Borrowings as a result of any LC Exposure, Cash Collateralize as provided in Section 2.09(j);

(B) commencing on the 30th day after the Deficiency Date and continuing on the same day of each month for the next five months thereafter (or if any such day is not a Business Day, the immediately preceding Business Day), prepay the Borrowings in an amount equal to one-sixth (1/6th) of such Borrowing Base Deficiency so that the Borrowing Base Deficiency is reduced to zero within 180 days of the Deficiency Date;

(C) within thirty (30) days of the Deficiency Date, submit and pledge as Mortgaged Property additional Oil and Gas Properties not evaluated in the most recently delivered Reserve Report or other collateral reasonably acceptable to the Administrative Agent owned by the Borrower or any of the other Loan Parties for consideration in connection with the determination of the Borrowing Base which the Administrative Agent and the Required Lenders deem satisfactory, in their sole discretion, to eliminate such Borrowing Base Deficiency; or

(D) eliminate such Borrowing Base Deficiency by any combination of prepayment and additional security as provided in the foregoing clauses (A), (B) and (C).

provided that, notwithstanding the options set forth above, in all cases, the Borrowing Base Deficiency must be eliminated on or prior to the Termination Date. If, because of LC Exposure, a Borrowing Base Deficiency remains after prepaying all of the Loans, the Borrower shall Cash Collateralize Letters of Credit in an amount equal to such remaining Borrowing Base Deficiency as provided in Section 2.09(j); provided further, if the Borrower fails to inform the Administrative Agent that it intends to do one of the foregoing within such 5 Business Day period, the Borrower shall be deemed to have elected option (B) above.

(iii) Upon Certain Adjustments. If there is a Borrowing Base Deficiency, as a result of Borrowing Base adjustment pursuant to the Borrowing Base Adjustment Provisions (other than Section 2.08(b)), then upon the receipt of proceeds as a result of the occurrence of such Borrowing Base adjustment the Borrower shall (A) prepay the Borrowings in an aggregate principal amount equal to such Borrowing Base Deficiency and (B) if any Borrowing Base Deficiency remains after prepaying all of the Borrowings as a result of an LC Exposure, pay to the Administrative Agent on behalf of the Lenders an amount equal to such remaining Borrowing Base Deficiency to be held as Cash Collateral as provided in Section 2.09(j).

(iv) During an Event of Default. If an Event of Default has occurred and is continuing, upon any (A) Disposition of Property, (B) Unwind of any Swap Agreement or (C) incurrence or issuance of Indebtedness, an aggregate amount equal to one hundred percent (100%) of the Net Proceeds received therefrom shall be applied to repay the Secured Obligations in accordance with the priority set forth in Section 10.02(d).

(v) Application of Prepayments to Types of Borrowings. Each prepayment of Borrowings pursuant to this Section 3.04(c) shall be applied, first, ratably to any ABR Borrowings then outstanding, and, second, ratably to any Eurodollar Borrowings then outstanding, and if more than one Eurodollar Borrowing is then outstanding, to each such Eurodollar Borrowing in order of priority beginning with the Eurodollar Borrowing with the least number of days remaining in the Interest Period applicable thereto and ending with the Eurodollar Borrowing with the most number of days remaining in the Interest Period applicable thereto.

(vi) Interest to be Paid with Prepayments. Each prepayment of Borrowings pursuant to this Section 3.04(c) shall be applied ratably to the Loans included in the prepaid Borrowings. Prepayments pursuant to this Section 3.04(c) shall be accompanied by accrued interest to the extent required by Section 3.02.

(d) No Premium or Penalty. Prepayments permitted or required under this Section 3.04 shall be without premium or penalty, except as required under Section 5.02.

Section 3.05 Fees.

(a) Commitment Fees. The Borrower agrees to pay to the Administrative Agent for the account of each Lender a commitment fee, which shall accrue at the applicable Commitment Fee Rate on the average daily amount of the unused amount of the Commitment of such Lender (determined taking into account both Loans and LC Exposure) during the period from and including the date of this Agreement to but excluding the Termination Date. Accrued commitment fees shall be payable in arrears on the last Business Day of March, June, September and December of each year and on the Termination Date, commencing on the first such date to occur after the date hereof. All commitment fees shall be computed on the basis of a year of 360 days, unless such computation would exceed the Highest Lawful Rate, in which case interest shall be computed on the basis of a year of 365 days (or 366 days in a leap year) (or in such other manner as the Administrative Agent shall provide so that such computation shall not exceed the Highest Lawful Rate), and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) Letter of Credit Fees. The Borrower agrees to pay (i) to the Administrative Agent for the account of each Lender a participation fee with respect to its participations in Letters of Credit, which shall accrue at the same Applicable Margin used to determine the interest rate applicable to Eurodollar Loans on the average daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the date of this Agreement to but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure, (ii) to each applicable Issuing Bank a fronting fee, which shall accrue at the rate equal to the greater of (A) $750 and (B) 0.125% *per annum* (or such other rate as may be agreed to with such Issuing Bank) on the average daily amount of the LC Exposure attributable to such Issuing Bank (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the date of this Agreement to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any LC Exposure; provided that in no event shall such fee be less than $750.00 during any quarter unless no LC Exposure existed at any time during such quarter and (iii) to each Issuing Bank, for its own account, its standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Participation fees and fronting fees accrued through and including the last Business Day of March, June, September and December of each year shall be payable on the third Business Day following such last Business Day, commencing on the first such date to occur after the date of this Agreement; provided that all such fees shall be payable on the Termination Date and any such fees accruing after the Termination Date shall be payable on demand. Any other fees payable to any Issuing Bank pursuant to this Section 3.05(b) shall be payable within 10 Business Days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days, unless such computation would exceed the Highest Lawful Rate, in which case interest shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) Administrative Agent Fees. The Borrower agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon in writing between the Borrower and the Administrative Agent.

ARTICLE IV
PAYMENTS; PRO RATA TREATMENT; SHARING OF SET-OFFS

Section 4.01 Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

(a) Payments by the Borrower. The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 5.01, Section 5.02, Section 5.03 or otherwise) prior to 12:00 Noon on the date when due, in immediately available funds, without defense, deduction, recoupment, set-off or counterclaim. Fees, once paid, shall be fully earned and shall not be refundable under any circumstances, absent manifest error. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices specified in Section 12.01, except payments to be made directly to the applicable Issuing Bank or the Swing Line Lender as expressly provided herein and except that payments pursuant to Section 5.01, Section 5.02, Section 5.03 and Section 12.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in dollars.

(b) Application of Insufficient Payments. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(c) Sharing of Payments by Lenders. If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements or Swing Line Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and participations in LC Disbursements and Swing Line Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans and participations in LC Disbursements and Swing Line Loans of other Lenders to the extent necessary 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 Loans and participations in LC Disbursements and Swing Line Loans; 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 4.01(c) shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements and Swing Line Loans to any assignee or participant, other than to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this Section 4.01(c) shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off 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 4.02 Presumption of Payment by the Borrower. 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 or the applicable Issuing Bank 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 or the applicable Issuing Bank, 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 or the applicable Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank 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 Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

Section 4.03 Certain Deductions by the Administrative Agent. If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.05(a), Section 2.09(d), Section 2.09(e) or Section 4.02 then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

Section 4.04 Disposition of Proceeds. The Security Instruments comprised of deeds of trust and mortgages contain an assignment by the Borrower and/or the Guarantors to and in favor of the Administrative Agent for the benefit of the Secured Parties of all of the Borrower's or each Guarantor's interest in and to production and all proceeds attributable thereto which may be produced from or allocated to the Mortgaged Property. The Security Instruments further provide in general for the application of such proceeds to the satisfaction of the Secured Obligations and other obligations described therein and secured thereby. Notwithstanding the assignment contained in such Security Instruments, until the occurrence and continuation of an Event of Default, (a) the Administrative Agent and the Lenders agree that they will neither notify the purchaser or purchasers of such production nor take any other action to cause such proceeds to be remitted to the Administrative Agent or the Lenders, but the Lenders will instead permit such proceeds to be paid to the Borrower and its Restricted Subsidiaries and (b) the Lenders hereby authorize the Administrative Agent to take such actions as may be necessary to cause such proceeds to be paid to the Borrower and/or such Restricted Subsidiaries.

ARTICLE V
INCREASED COSTS; BREAK FUNDING PAYMENTS; TAXES; ILLEGALITY

Section 5.01 Increased Costs.

(a) Eurodollar Changes in Law. If any Change in Law shall:

(i) subject any Lending Party 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 Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

(ii) impose, modify or hold applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit (or participations therein) by, or any other acquisition of funds by, any office of such Lender or any Issuing Bank that is not otherwise included in the determination of the Adjusted LIBO Rate; or

(iii) impose on such Lender or any Issuing Bank or the London interbank market any other condition, cost or expense (in each case, other than Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Lending Party of making, converting into, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to increase the cost to such Lender, such Issuing Bank or other Lending Party of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit) or to reduce the amount of any sum received or receivable by such Lender or such other Lending Party (whether of principal, interest or otherwise), then the Borrower will pay to such Lender or such other Lending Party such additional amount or amounts as will compensate such Lender or such other Lending Party for such additional costs incurred or reduction suffered.

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

(c) Certificates for Reimbursement. A certificate of a Lender or Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or Issuing Bank or its holding company, as the case may be, as specified in Section 5.01(a) or Section 5.01(b) shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender or Issuing Bank, as the case may be, the amount shown as due on any such certificate within 10 Business Days after receipt thereof.

(d) Effect of Failure or Delay in Requesting Compensation. Failure or delay on the part of any Lender or Issuing Bank to demand compensation pursuant to this Section 5.01 shall not constitute a waiver of such Lender's or Issuing Bank's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender or Issuing Bank pursuant to this Section 5.01 for any increased costs or reductions incurred more than 270 days prior to the date that such Lender or Issuing Bank, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 270-day period referred to above shall be extended to include the period of retroactive effect thereof.

Section 5.02 Break Funding Payments. The Borrower shall compensate each Lender for the loss, cost and expense attributable to any of the following (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurodollar Loan into an ABR Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Eurodollar Loan on the date specified in any notice delivered pursuant hereto or (d) the assignment of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 5.04. In the case of a Eurodollar Loan, such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the eurodollar market.

A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section 5.02 shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 Business Days after receipt thereof. The Borrower shall not be required to compensate a Lender pursuant to this Section 5.02 for any such amounts incurred more than 270 days prior to the date that such Lender delivers the certificate referenced herein to the Borrower.

Section 5.03 Taxes.

(a) Defined Terms. For purposes of this Section 5.03, Section 5.04 and Section 5.05, the term "Lender" includes any Issuing Bank and the term "applicable law" includes FATCA.

(b) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (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 law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that, after such deduction or withholding has been made (including such deductions and withholdings of Indemnified Taxes applicable to additional sums payable under this Section 5.03), the applicable Lending Party receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) Payment of Other Taxes by the Loan Parties. The Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for, Other Taxes.

(d) Indemnification by the Loan Parties. The Loan Parties shall jointly and severally indemnify each Lending Party, within 10 Business 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 5.03) payable or paid by such Lending Party or required to be withheld or deducted from a payment to such Lending Party and any 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.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 Business Days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so) and (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.04(c) 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 (e).

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 5.03, such Loan Party 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.

(g) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably 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 reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law 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 Section 5.03(g)(ii)(A), Section 5.03(g)(ii)(B) and Section 5.03(g)(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,

(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 Non-U.S. 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 Non-U.S. Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Non-U.S. Lender claiming the benefits of an income tax treaty to which the United States of America is a party (x) with respect to payments of interest under any Loan Document, executed originals of IRS Form W-8BEN-E or IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN-E or IRS Form W-8BEN 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 Non-U.S. Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit H-1 to the effect that such Non-U.S. Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Parent 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 "U.S. Tax Compliance Certificate") and (y) executed originals of IRS Form W-8BEN-E or IRS Form W-8BEN; or

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

(C) any Non-U.S. 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 Non-U.S. 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 law 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 law 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 law (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.

(h) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 5.03 (including by the payment of additional amounts pursuant to this Section 5.03), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 5.03 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes with respect to such refund) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (h) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (h) 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 with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) Survival. Each party's obligations under this Section 5.03 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 the Loan Documents.

Section 5.04 Designation of Different Lending Office. If any Lender requests compensation under Section 5.01, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 5.03, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans 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 5.01 or Section 5.03, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not 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 5.05 Replacement of Lenders. If (a) any Lender requests compensation under Section 5.01, (b) the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 5.03, (c) any Lender is a Defaulting Lender, or (d) any Lender fails to consent to an election, consent, approval, amendment, waiver or other modification to this Agreement or any other Loan Document that requires the consent of all Lenders or all directly and adversely affected Lenders, and such election, consent, amendment, waiver or other modification is otherwise consented to by the Required Lenders (excluding the Maximum Credit Amounts of Defaulting Lenders), then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 12.04(b)), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the Borrower shall have received the prior written consent of the Administrative Agent, which consent shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements and Swing Line Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 5.02), from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 5.01 or payments required to be made pursuant to Section 5.03, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

ARTICLE VI
CONDITIONS PRECEDENT

Section 6.01 Closing Date. The obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 12.02):

(a) Credit Agreement. The Administrative Agent shall have received from each party hereto counterparts (in such number as may be requested by the Administrative Agent) of this Agreement signed on behalf of such party.

(b) Loan Documents.

(i) Execution of Security Instruments. The Administrative Agent shall have received from each party thereto counterparts (in such number as may be requested by the Administrative Agent) of the Security Instruments, including the Guarantee and Collateral Agreement, described on Exhibit F that have been executed and delivered by a Responsible Officer of each party thereto.

(ii) Filings, Registrations and Recordings. Each Security Instrument and any other document (including any Uniform Commercial Code financing statement) required by any Security Instrument or under law or reasonably requested by the Administrative Agent to be filed, registered or recorded in order to create in favor of the Administrative Agent, for the benefit of the Lenders, a perfected Lien on the Mortgaged Property described therein, prior and superior in right to any other Person shall be in proper form for filing, registration or recordation.

(iii) Mortgage Coverage. The Administrative Agent shall be reasonably satisfied that, upon recording the Mortgages, in each case, in the appropriate filing offices, it shall have a first priority Lien on at least 85% of the PV-10 of the Borrowing Base Properties.

(iv) Pledged Stock; Stock Powers; Pledged Notes. The Administrative Agent shall have received (A) the certificates representing the shares of certificated Equity Interests pledged pursuant to the Guarantee and Collateral Agreement, together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof and (B) each promissory note (if any) pledged to the Administrative Agent pursuant to the Guarantee and Collateral Agreement endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank) by the pledgor thereof.

(c) Secretary's Certificates. The Administrative Agent shall have received a certificate of a Responsible Officer of each Loan Party setting forth (i) resolutions of its board of directors or other appropriate governing body with respect to the authorization of such Loan Party to execute and deliver the Loan Documents to which it is a party and to enter into the transactions contemplated in those documents, (ii) the officers of such Loan Party (A) who are authorized to sign the Loan Documents to which such Loan Party is a party and (B) who will, until replaced by another officer or officers duly authorized for that purpose, act as its representative for the purposes of signing documents and giving notices and other communications in connection with this Agreement and the transactions contemplated hereby, (iii) specimen signatures of such authorized officers and (iv) the applicable Organizational Documents of such Loan Party, certified by a Responsible Officer as being true and complete. The Administrative Agent and the Lenders may conclusively rely on such certificate until the Administrative Agent receives notice in writing from such Loan Party to the contrary.

(d) Corporate Status; Good Standing Certificates. The Administrative Agent shall have received certificates of the appropriate State agencies with respect to the existence, qualification and good standing of each Loan Party in each jurisdiction where any such Loan Party is organized or in each of Kentucky and West Virginia for each Loan Party that owns Borrowing Base Properties in such States.

(e) Responsible Officer's Certificate. The Administrative Agent shall have received a certificate of a Responsible Officer of the Borrower in form and substance reasonably satisfactory to the Administrative Agent certifying that (i) the Borrower has received all government and third party approvals required by Section 7.03 and such approvals have been obtained on satisfactory terms; (ii) no action, proceeding or litigation is pending or threatened in any court or before any Governmental Authority that involves any Loan Document or that is seeking to enjoin or prevent the consummation of the Transactions contemplated hereby; and (iii) that neither the Borrower nor any other Group Member has any outstanding Indebtedness for borrowed money or Disqualified Capital Stock other than the Secured Obligations under this Agreement.

(f) Solvency Certificate. The Administrative Agent shall have received a Solvency Certificate, duly executed by a Financial Officer and dated as of the Closing Date.

(g) Patriot Act. The Administrative Agent shall have received, at least five (5) days prior to the Closing Date, all documentation and other information requested at least two (2) Business Days prior to such date and required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

(h) Legal Opinions. The Administrative Agent shall have received an opinion of (i) Maynard, Cooper & Gale, P.C., counsel for the Loan Parties and (ii) local counsel in any jurisdictions where Security Instruments will be recorded to perfect Liens enforceable against the applicable Loan Party and all third parties and having priority over all other Liens (other than Excepted Liens to the extent any such Excepted Liens would have priority over the Liens in favor of the Administrative Agent pursuant to any applicable law) on any Borrowing Base Properties, in each case in form and of substance reasonably acceptable to the Administrative Agent.

(i) Fees. The Administrative Agent, the Arranger and the Lenders shall have received all fees and other amounts due and payable on or prior to the Closing Date and, to the extent invoiced, reimbursement or payment of all reasonable and documented out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder.

(j) Title. The Administrative Agent shall have received title information as the Administrative Agent may reasonably require, reasonably satisfactory to the Administrative Agent, setting forth the status of title to at least 85% of the PV-10 of the Borrowing Base Properties.

(k) Lien Searches. The Administrative Agent shall have received appropriate UCC searches on any new Loan Party since the Closing Date of the Existing Credit Agreements reflecting no prior Liens encumbering the Properties of such Loan Party other than those being released on or prior to the Closing Date and those permitted by Section 9.03.

(l) No MAE. Since December 31, 2017, excluding results from (i) general changes in hydrocarbon prices, (ii) general changes in industry or economic conditions, and (iii) general changes in political conditions, including any engagements of hostilities, acts of war or terrorist activities or changes imposed by a governmental authority associated with additional security, there has not been any change, development or event that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect.

(m) Insurance Certificates. The Administrative Agent shall have received certificates of insurance coverage of the Loan Parties in form and substance reasonably satisfactory to the Administrative Agent evidencing that the Loan Parties are carrying insurance in accordance with Section 8.06.

(n) Environmental. The Borrower shall have provided to the Administrative Agent copies of any material environmental due diligence documents in its possession with respect to the Oil and Gas Properties of the Loan Parties including Phase I Reports, if any.

(o) Beneficial Ownership. To the extent the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, at least five (5) days prior to the Closing Date, any Lender that has requested, in a written notice to the Borrower at least ten (10) days prior to the Closing Date, a Beneficial Ownership Certification in relation to the Borrower shall have received such Beneficial Ownership Certification.

The Administrative Agent shall notify the Borrower and the Lenders of the Closing Date, and such notice shall be conclusive and binding. Notwithstanding the foregoing, the obligations of the Lenders to make Loans and of the Issuing Bank(s) to issue Letters of Credit hereunder shall not become effective unless each of the foregoing conditions is satisfied (or waived pursuant to Section 12.02) at or prior to 5:00 P.M. on December 31, 2018 (an, in the event such conditions are not so satisfied or waived, this Agreement shall terminate at such time).

Section 6.02 Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing (including the initial funding), and of the Issuing Bank(s) to issue Letters of Credit or amend any Letter of Credit to increase the amount thereof, is subject to the satisfaction of the following conditions:

(a) At the time of and immediately after giving effect to such Borrowing or any such issuance or amendment of such Letter of Credit, as applicable, no Default or Event of Default shall have occurred and be continuing.

(b) The representations and warranties of the Borrower and the Guarantors set forth in this Agreement and in the other Loan Documents shall be true and correct in all material respects (unless already qualified by materiality, in which case such representation and warranty (to the extent so qualified) shall continue to be true and correct in all respects) on and as of the date of such Borrowing or the date of any such issuance or amendment of such Letter of Credit, as applicable, except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, on and as of the date of such Borrowing or the date of issuance, amendment, renewal or extension of such Letter of Credit, as applicable, such representations and warranties shall continue to be true and correct in all material respects (unless already qualified by materiality, in which case, such applicable representation and warranty shall be true and correct) as of such specified earlier date.

(c) The receipt by the Administrative Agent of a Borrowing Request in accordance with Section 2.03 or a request for a Letter of Credit (or any such amendment to increase the amount of a Letter of Credit) in accordance with Section 2.09(b), as applicable.

Each request for any such Borrowing or for the issuance of any Letter of Credit or for any amendment to increase the amount of any Letter of Credit shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in Section 6.02(a) through Section 6.02(b).

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lenders that:

Section 7.01 Organization; Powers. Each Group Member is (a)(i) duly organized, validly existing and (ii) in good standing under the laws of the jurisdiction of its organization, (b) has all requisite power and authority, and has all governmental licenses, authorizations, consents and approvals necessary, to own its assets and to carry on its business as now conducted, and is qualified to do business in, and (c) is in good standing in, every material jurisdiction where such qualification is required, except for purposes of Section 7.01(a)(ii), 7.01(b) and 7.01(c) to the extent that a failure to be so qualified could not reasonably be expected to result in a Material Adverse Effect.

Section 7.02 Authority; Enforceability. The Transactions are within each Group Member's corporate or equivalent powers and have been duly authorized by all necessary corporate or equivalent and, if required, owner action. Each Loan Document to which a Loan Party is a party has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, as applicable, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 7.03 Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any other third Person, nor is any such consent, approval, registration, filing or other action necessary for the validity or enforceability of any Loan Document or the consummation of the transactions contemplated thereby, except such as have been obtained or made and are in full force and effect other than the recording and filing of financing statements and the Security Instruments as required by this Agreement (b) will not violate (i) in any material respect, any applicable law or regulation or any order of any Governmental Authority or (ii) the Organizational Documents of any Loan Party, (c) will not violate or result in a default under any indenture, note, credit agreement or other similar instrument, in each case constituting Material Indebtedness binding upon any Group Member or its Properties or give rise to a right thereunder to require any payment to be made by any Group Member and (d) will not result in the creation or imposition of any Lien on any Property of any Group Member (other than the Liens created by the Loan Documents).

Section 7.04 Financial Condition; No Material Adverse Change.

(a) The Borrower has heretofore furnished to the Lenders (i) the Parent's consolidated balance sheet and statements of income, stockholders equity and cash flows as of and for the Fiscal Year ending on December 31, 2017, reported on by Crowe Clark Whitehill LLP, independent public accountants, (ii) Core's consolidated balance sheet and statements of income, stockholders equity and cash flows as of and for the Fiscal Year ending on December 31, 2017, reported on by Arnett Carbis Toothman LLP, independent public accountants, (iii) the Parent's consolidated balance sheet and statements of income, stockholders equity and cash flows as of and for the for the nine months ended September 30, 2018 prepared internally by the Borrower and (iv) Core's consolidated balance sheet and statements of income, stockholders equity and cash flows as of and for the for the nine months ended June 30, 2018 prepared internally by Core. Such financial statement presents fairly, in all material respects, the financial position and results of operations and cash flows of the Borrower and its Consolidated Restricted Subsidiaries and of Core and its Consolidated Restricted Subsidiaries as of such dates and for such periods.

(b) The most recent financial statements furnished pursuant to Section 8.01(a) and Section 8.01(b) present fairly, in all material respects, the financial condition of Borrower and its Consolidated Restricted Subsidiaries on a consolidated basis, as of the dates and for the periods set forth above in accordance with GAAP, subject to year-end audit adjustments and the absence of footnotes in the case of the unaudited quarterly financial statements.

(c) Since the later of (i) the date hereof and (ii) date of the financial statements most recently delivered pursuant to Section 8.01(a), and after giving effect to the Transactions, there has been no event, development or circumstance that has had or could reasonably be expected to have a Material Adverse Effect.

(d) Neither the Borrower nor any other Group Member has on the date of this Agreement any Indebtedness (including Disqualified Capital Stock) or any contingent liabilities, off-balance sheet liabilities or partnerships, or unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments other than in respect of the Secured Obligations or as otherwise permitted hereunder.

Section 7.05 Litigation.

(a) There are no actions, suits, investigations or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened in writing by, against or affecting any Group Member any of their respective properties or revenues that (i) are not fully covered by insurance (except for normal deductibles) as to which there is a reasonable possibility of an adverse determination that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) involve any Loan Document or the Transactions.

Section 7.06 Environmental Matters. Except for such matters that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect:

(a) the Group Members and any property with respect to which any Group Member has any interest or obligation are in compliance with all, and have not violated any, applicable Environmental Laws;

(b) (i) the Group Members and all relevant Persons for any property with respect to which any Group Member has any interest or obligation hold and are in compliance with all, and have not violated any, Environmental Permits required for their respective operations and each of their respective properties; (ii) all such Environmental Permits are in full force and effect; and (iii) no Group Member has received any notice or otherwise has knowledge that any such Environmental Permit may be revoked, adversely modified, or not renewed, or that any application for any Environmental Permit may be protested or denied or that the anticipated terms thereof may be adversely modified;

(c) (i) there are no actions, claims, demands, suits, investigations or proceedings under any Environmental Laws or regarding any Hazardous Materials that are pending or, to the Borrower's knowledge, threatened, against any Group Member or regarding any property with respect to which any Group Member has any interest or obligation, or as a result of any operations of any Group Member or any other Person regarding any property with respect to which any Group Member has any interest or obligation; and (ii) there are no consent decrees or other decrees, consent orders, administrative orders or other administrative, arbitral or judicial requirements outstanding under any Environmental Laws or regarding any Hazardous Materials, directed to any Group Member or as to which any Group Member is a party, or regarding any property with respect to which any Group Member has any interest or obligation;

(d) (i) there has been no Release or, to the Borrower's knowledge, threatened Release, of Hazardous Materials attributable to the operations of any Group Member at, on, under or from any Group Member's current or formerly owned, leased or operated property or at any other location (including, to the Borrower's knowledge, any location to which Hazardous Materials have been sent for re-use, recycling, treatment, storage or disposal) for which any Group Member could be liable, and (ii) Hazardous Materials are not otherwise present at any such properties or other locations, in either (i) or (ii) above, in amounts or concentrations or under conditions which constitute a violation of any applicable Environmental Law, could reasonably be expected to give rise to any liability, or, with respect to any Mortgaged Property, could reasonably be expected to impair its fair saleable value;

(e) no Group Member, nor to the Borrower's knowledge any other Person for any property with respect to which any Group Member has any interest or obligation, has received any written notice of violation, alleged violation, non-compliance, liability or potential liability or request for information regarding Environmental Laws or Hazardous Materials, and, to the Borrower's knowledge, there are no conditions or circumstances that would reasonably be expected to result in the receipt of any such notice or request for information;

(f) no Group Member has assumed or retained any liability under applicable Environmental Laws or regarding Hazardous Materials that could reasonably be expected to result in liability to any Group Member; and

(g) to the extent reasonably requested by the Administrative Agent, the Group Members have provided to Lenders complete and correct copies of all environmental site assessment reports, investigations, studies, analyses, and correspondence on environmental matters (including matters relating to any alleged non-compliance with or liability under Environmental Laws) that are in any Group Member's possession or control and relating to their respective Properties or operations thereon.

Section 7.07 Compliance with the Laws; No Defaults.

(a) Each Group Member is in compliance with all Governmental Requirements applicable to it or its Property and all agreements and other instruments binding upon it or its Property, and possesses all licenses, permits, franchises, exemptions, approvals and other governmental authorizations necessary for the ownership of its Property and the conduct of its business, except to the extent that any failure of the foregoing could not reasonably be expected to result in a Material Adverse Effect.

(b) No Default has occurred and is continuing.

Section 7.08 Investment Company Act. No Group Member is an "investment company" or a company "controlled" by an "investment company," within the meaning of, or subject to regulation under, the Investment Company Act of 1940, as amended.

Section 7.09 Taxes. Each Group Member has timely filed or caused to be filed all U.S. federal income Tax returns and other material Tax returns and reports required to have been filed (taking into account any extension of time to file) and has paid or caused to be paid all material Taxes required to have been paid by it, except Taxes that are being contested in good faith by appropriate proceedings and for which the applicable Group Member has set aside on its books adequate reserves in accordance with GAAP. To the knowledge of Borrower, no material proposed tax assessment has been asserted with respect to any Group Member.

Section 7.10 ERISA. Except as could not, whether individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect:

(a) each Plan is, and has been, operated, administered and maintained in compliance with, and the Borrower and each ERISA Affiliate have complied with, ERISA, the terms of the applicable Plan and, where applicable, the Code;

(b) no act, omission or transaction has occurred which could result in imposition on the Borrower or any ERISA Affiliate (whether directly or indirectly) of (i) either a civil penalty assessed pursuant to subsections (c), (i) or (l) of Section 502 of ERISA or a tax imposed pursuant to Chapter 43 of Subtitle D of the Code or (ii) breach of fiduciary duty liability damages under Section 409 of ERISA;

(c) no liability to the PBGC (other than required premiums payments which are not past due after giving effect to any applicable grace periods) by the Borrower or any ERISA Affiliate has been or is reasonably expected by any Group Member or any ERISA Affiliate to be incurred with respect to any Plan and no ERISA Event with respect to any Plan has occurred;

(d) the actuarial present value of the benefit liabilities under each Plan which is subject to Title IV of ERISA does not (determined as of the end of the most recent plan year) 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. The term "actuarial present value of the benefit liabilities" shall have the meaning specified in Section 4041 of ERISA; and

(e) neither the Borrower nor any ERISA Affiliate has any actual or contingent liability to any Multiemployer Plan.

Section 7.11 Disclosure; No Material Misstatements. None of the reports, financial statements, certificates or other information furnished by or on behalf of the Group Members to the Administrative Agent or any Lender or any of their Affiliates in connection with the negotiation of this Agreement or any other Loan Document or delivered hereunder or under any other Loan Document (as modified or supplemented by other information so furnished) contain any material misstatement of fact or omits to state any material fact necessary to make the statements therein when taken as a whole, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, the Group Members represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time and it further being understood that projections concerning volumes attributable to the Oil and Gas Properties and production and cost estimates contained in each Reserve Report are necessarily based upon professional opinions, estimates and projections and the Group Members do not warrant that such opinions, estimates and projections will ultimately prove to have been accurate. All of the information included in the Beneficial Ownership Certification most recently provided to each Lender, if applicable, is true and correct as of the date thereof.

Section 7.12 Insurance. For the benefit of each Loan Parties, the Borrower has (a) all insurance policies sufficient for the compliance by the Loan Parties with all material Governmental Requirements and all material agreements and (b) insurance coverage, or self-insurance, in at least such amounts and against such risk (including public liability) that are usually insured against by companies similarly situated and engaged in the same or a similar business for the assets and operations of the Loan Parties. Schedule 7.12, as of the date hereof, sets forth a list of all insurance maintained by the Borrower.

Section 7.13 Restriction on Liens. No Group Member is subject to any order, judgment, writ or decree, which either restricts or purports to restrict its ability to grant Liens to the Administrative Agent and the Lenders on or in respect of their Properties to secure the Secured Obligations and the Loan Documents.

Section 7.14 Group Members. There are no Group Members, except as set forth on Schedule 7.14 or as disclosed in writing to the Administrative Agent (which shall promptly furnish a copy to the Lenders), which shall be a supplement to Schedule 7.14. Each Group Member's jurisdiction of organization, name as listed in the public records of its jurisdiction of organization, organizational identification number in its jurisdiction of organization, and the location of its principal place of business and chief executive office is stated on Schedule 7.14 (or as set forth in a notice delivered pursuant to Section 8.01(k)). No Group Member is a Foreign Group Member (other than any Foreign Group Member as of the Closing Date).

Section 7.15 Location of Business and Offices. The Borrower's jurisdiction of organization is Delaware; the name of the Borrower as listed in the public records of its jurisdiction of organization is Diversified Gas & Oil Corporation; and the organizational identification number of the Borrower in its jurisdiction of organization is set forth on Schedule 7.14 (or, in each case, as set forth in a notice delivered to the Administrative Agent pursuant to Section 8.01(k) in accordance with Section 12.01). The Borrower's principal place of business and chief executive offices are located at the address specified in Section 12.01 (or as set forth in a notice delivered pursuant to Section 8.01(k) and Section 12.01(c)).

Section 7.16 Properties; Title, Etc.

(a) Each Group Member has good and defensible title to the Oil and Gas Properties evaluated in the most recently delivered Reserve Report and good title to all its material personal Properties other than Properties sold, transferred or otherwise disposed of (i) on or prior to the Closing Date or (ii) after the Closing Date, in compliance with Section 9.11 from time to time, in each case, free and clear of all Liens except Liens permitted by Section 9.03. After giving full effect to the Excepted Liens and the dispositions referenced in the prior sentence, the Group Member specified as the owner owns the net interests in production attributable to the Hydrocarbon Interests as reflected in the most recently delivered Reserve Report, and except as otherwise provided by statute, regulation or the standard and customary provisions of any applicable joint operating agreement, the ownership of such Properties shall not in any material respect obligate the Group Member to bear the costs and expenses relating to the maintenance, development and operations of each such Property in an amount in excess of the working interest of each Property set forth in the most recently delivered Reserve Report that is not offset by a corresponding proportionate increase in the Group Member's net revenue interest in such Property.

(b) (i) All leases and agreements necessary for the conduct of the business of the Group Members are valid and subsisting, in full force and effect, and (ii) there exists no default or event or circumstance which with the giving of notice or the passage of time or both would give rise to a default under any such lease or leases, which, in the case of either (i) or (ii), could reasonably be expected to have a Material Adverse Effect.

(c) The rights and Properties presently owned, leased or licensed by the Group Members including all easements and rights of way, include all rights and Properties necessary to permit the Group Members to conduct their business in the same manner as its business is conducted on the date hereof except where the failure of the foregoing could not reasonably be expected to result in a Material Adverse Effect.

(d) Except for Properties being repaired, all of the Properties of the Group Members which are reasonably necessary for the operation of their businesses are in good working condition and are maintained in accordance with prudent business standards, except where the failure of the foregoing could not reasonably be expected to result in a Material Adverse Effect.

(e) Each Group Member owns, or is licensed to use, all trademarks, tradenames, copyrights, patents and other intellectual Property necessary to operate its business, and the use thereof by the Group Member does not infringe upon the rights of any other Person, except for any such infringements that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. The Group Members either own or have valid licenses or other rights to use all databases, geological data, geophysical data, engineering data, seismic data, maps, interpretations and other technical information used in their businesses as presently conducted, subject to the limitations contained in the agreements governing the use of the same, which limitations are customary for companies engaged in the business of the exploration and production of Hydrocarbons, with such exceptions as could not reasonably be expected to have a Material Adverse Effect.

Section 7.17 Maintenance of Properties. The Oil and Gas Properties (and Properties unitized therewith) of the Group Members have been maintained, operated and developed in a good and workmanlike manner and in conformity with all Governmental Requirements in all material respects and in conformity with the provisions of all leases, subleases or other contracts comprising a part of the Hydrocarbon Interests and other contracts and agreements forming a part of the Oil and Gas Properties of the Group Members in all material respects. All pipelines, wells, gas processing plants, platforms and other material improvements, fixtures and equipment owned in whole or in part by the Group Members that are necessary to conduct normal operations are being maintained in a state adequate to conduct normal operations, and with respect to such of the foregoing which are operated by the Group Members, in a manner consistent with the Group Members' past practices (other than those the failure of which to maintain in accordance with this Section 7.17 could not reasonably be expected to have a Material Adverse Effect).

Section 7.18 Gas Imbalances. Except as set forth on Schedule 7.18 or on the most recent certificate delivered pursuant to Section 8.11(c), on a net basis there are no gas imbalances, take or pay or other prepayments which would require any Group Member to deliver Hydrocarbons produced from their Oil and Gas Properties at some future time without then or thereafter receiving full payment therefor exceeding two percent (2.0%) of the aggregate volumes of Hydrocarbons (on an Mcf equivalent basis) listed in the most recent Reserve Report.

Section 7.19 Marketing of Production. Except for contracts listed and in effect on the date hereof on Schedule 7.19, and thereafter either disclosed in writing to the Administrative Agent or included in the most recently delivered Reserve Report, (a) the Group Members are receiving a price for all production sold thereunder which is computed substantially in accordance with the terms of the relevant contract and are not having deliveries curtailed substantially below the subject Property's delivery capacity and (b) no material agreements of any Group Member exist which are not cancelable on sixty (60) days' notice or less without penalty or detriment for the sale of production from the Group Members' Hydrocarbons (including calls on or other rights to purchase, production, whether or not the same are currently being exercised) that (i) pertain to the sale of production at a fixed price and (ii) have a maturity or expiry date of longer than six (6) months from the date of such agreement.

Section 7.20 Security Documents. The Security Instruments are effective to create in favor of the Administrative Agent, for the benefit of the Lenders, a legal, valid and enforceable security interest in the Mortgaged Property and proceeds thereof. The Secured Obligations are and have been at all times secured by a legal, valid and enforceability first priority perfected Liens in favor of the Administrative Agent, covering and encumbering (a) at least 85% of the PV-10 of the Borrowing Base Properties, (b) the Mortgaged Property granted pursuant to the Guarantee and Collateral Agreement, including the pledged Equity Interests and the Deposit Accounts and Securities Accounts, in each case to the extent perfection has occurred, as the case may be, by the recording of a mortgage, the filing of a UCC financing statement, or, in the case of Deposit Accounts and Securities Accounts, by obtaining of "control" or, with respect to Equity Interests represented by certificates, by possession (in each case, to the extent available in the applicable jurisdiction); provided that, except in the case of pledged Equity Interests, Liens permitted by Section 9.03 may exist.

Section 7.21 Swap Agreements. Schedule 7.21, as of the Closing Date, and after the date hereof, each report required to be delivered by the Borrower pursuant to Section 8.01(d), as of the last Business Day of the period covered by such report, sets forth, a true and complete list of all Swap Agreements of the Group Members, 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, but excluding the Security Instruments) and the counterparty to each such agreement.

Section 7.22 Use of Loans and Letters of Credit. The proceeds of the Loans and the Letters of Credit shall be used to (a) pay fees and expenses associated with the Transactions and (b) provide working capital for lease acquisitions, for exploration and production operations, for development (including the drilling and completion of producing wells), for acquisitions of Oil and Gas Properties permitted hereunder and for other general corporate purposes of the Borrower and its Subsidiaries. No Group Member is engaged principally, or as one of its or their important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying margin stock (within the meaning of Regulation T, U or X of the Board). No part of the proceeds of any Loan or Letter of Credit will be used for any purpose which violates the provisions of Regulations T, U or X of the Board.

Section 7.23 Solvency. Immediately after giving effect to the transactions contemplated hereby (including, without limitation, each Borrowing or the issuance, increase or extension of each Letter of Credit hereunder) (a) the sum of the debt (including contingent liabilities) of the Borrower and its Subsidiaries, on a consolidated basis, does not exceed the present fair saleable value of the present assets of the Borrower and its Subsidiaries, on a consolidated basis, (b) the capital of the Borrower and its Subsidiaries, on a consolidated basis, is not unreasonably small in relation to their business, (c) the Borrower and its Subsidiaries, on a consolidated basis, have not incurred and do not intend to incur, or believe that they will incur, debts including current obligations, beyond their ability to pay such debts as they become due (whether at maturity or otherwise), and (d) the Borrower and its Subsidiaries, on a consolidated basis, are "solvent" within the meaning given to that term and similar terms under applicable laws relating to fraudulent transfers and conveyances.

Section 7.24 Anti-Corruption Laws; Sanctions; OFAC.

(a) The Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

(b) The Borrower, its Subsidiaries, their respective directors and officers, to the knowledge of the Borrower, its employees and agents are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects and are not knowingly engaged in any activity that would reasonably be expected to result in any Group Member being designated as a Sanctioned Person.

(c) None of (i) the Borrower, any Subsidiary or any of their respective directors, officers or employees, or (ii) to the knowledge of the Borrower, any agent of the Borrower or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. The Borrower will not directly or, to its knowledge, indirectly use the proceeds from the Loans or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Person, for the purpose of financing the activities of any Person currently subject to any applicable Sanctions, or otherwise in violation of any Anti-Corruption Law.

Section 7.25 Senior Debt Status. The Secured Obligations constitute "Senior Indebtedness", "Designated Senior Indebtedness" or any similar designation under and as defined in any agreement governing any senior subordinated or subordinated Indebtedness and the subordination provisions set forth in each such agreement, if any, are legally valid and enforceable against the parties thereto.

Section 7.26 EEA Financial Institution. No Loan Party is an EEA Financial Institution.

ARTICLE VIII
AFFIRMATIVE COVENANTS

Until Payment in Full, the Borrower covenants and agrees with the Lenders that:

Section 8.01 Financial Statements; Other Information. The Borrower will furnish to the Administrative Agent for delivery to each Lender:

(a) Annual Financial Statements. As soon as available, but in any event in accordance with then applicable law and not later than one hundred twenty (120) days after the end of each Fiscal Year of the Parent, its (i) audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous Fiscal Year of the Parent, all reported on by an independent public accountant reasonably acceptable to the Administrative Agent (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit, other than with respect to, or resulting from the occurrence of an upcoming maturity date of Indebtedness) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Borrower and its Consolidated Subsidiaries on a consolidated basis and the other Group Members (as applicable), on a consolidated basis, in each case, in accordance with GAAP consistently applied and (ii) its unaudited balance sheet, income statement and related statement of cash flows as of the end of and for the Fiscal Year most recently ended which provides consolidating statements, including statements demonstrating eliminating entries, if any, with respect to any Unrestricted Subsidiaries, in such form as would be presentable to the auditors of the Borrower.

(b) Quarterly Financial Statements. As soon as available, but in any event in accordance with then applicable law and not later than sixty (60) days after the end of each of the first three Fiscal Quarters of each Fiscal Year of the Parent, its (i) consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such Fiscal Quarter and the then elapsed portion of such Fiscal Year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous Fiscal Year, all certified by one of its Financial Officers as presenting fairly in all material respects the financial condition and results of operations of the Parent and its Consolidated Subsidiaries on a consolidated basis and the other Group Members (as applicable), on a consolidated basis, in each case, in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes and (ii) its unaudited balance sheet, income statement and related statement of cash flows as of the end of and for the Fiscal Quarter most recently ended which provides consolidating statements, including statements demonstrating eliminating entries, if any, with respect to any Unrestricted Subsidiaries, in such form as would be presentable to the auditors of the Parent.

(c) Certificate of Financial Officer - Compliance. Concurrently with any delivery of financial statements under Section 8.01(a) or Section 8.01(b), a Compliance Certificate (i) certifying as to whether a Default has occurred and is continuing and, if a Default has occurred and is continuing, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) certifying that (A) the Borrower has been in compliance with the Financial Performance Covenants at such times as required therein as of the last day of such Fiscal Quarter and (B) in connection therewith, setting forth reasonably detailed calculations demonstrating such compliance, (iii) stating whether any change in GAAP or in the application thereof has occurred since the date of the most recently delivered financial statements referred to in Section 8.01(a) and Section 8.01(b) and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate and (iv) stating whether there are any Subsidiaries which are to become Loan Parties in order to comply with Section 8.13 and, if any such Subsidiaries exist, specifying the actions proposed to be taken in connection therewith.

(d) Certificate of Financial Officer – Swap Agreements. Concurrently with any delivery of financial statements pursuant to Section 8.01(a) and Section 8.01(b), a certificate of a Financial Officer, in form and substance reasonably satisfactory to the Administrative Agent, setting forth as of the last Business Day of such Fiscal Quarter or Fiscal Year, a true and complete list of all Swap Agreements of the Borrower and each Group Member, the material terms thereof (including the type, term, effective date, termination date and notional amounts or volumes), the net mark-to-market value therefor (as of the last Business Day of such Fiscal Quarter or Fiscal Year), any new credit support agreements relating thereto not listed on Schedule 7.21, any margin required or supplied under any credit support document, and the counterparty to each such agreement.

(e) Production Report and Lease Operating Statements. Within sixty (60) days after the end of each Fiscal Quarter, a report setting forth, for each calendar month during the then current Fiscal Year to date, the volume of total production and sales attributable to production (and the prices at which such sales were made and the revenues derived from such sales) for each such calendar month from the Oil and Gas Properties of the Group Members, and setting forth the related ad valorem, severance and production taxes and lease operating expenses attributable thereto and incurred for each such calendar month.

(f) Certificate of Insurer - Insurance Coverage. Within five (5) Business Days following each material change in the insurance maintained in accordance with Section 8.06, certificates of insurance coverage with respect to the insurance required by Section 8.06, in form and substance satisfactory to the Administrative Agent, and, if reasonably requested by the Administrative Agent or any Lender, all copies of the applicable policies.

(g) SEC and Other Filings; Reports to Shareholders. Promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by any Group Member with the SEC or with any national securities exchange.

(h) Notices Under Material Instruments. Concurrently with the furnishing thereof, copies of any financial statement, report or notice (including any notice of default) furnished to or by any Person pursuant to the terms of any preferred stock designation, indenture, loan or credit or other similar agreement evidencing Material Indebtedness (other than this Agreement) that has not been previously furnished to the Lenders pursuant to any other provision of this Section 8.01.

(i) Lists of Purchasers. Concurrently with the delivery of any Reserve Report to the Administrative Agent pursuant to Section 8.11 (commencing with the Reserve Report as of October 1, 2018), a list of all Persons purchasing Hydrocarbons in excess of $1,000,000 from any Group Member (or, with respect to Oil and Gas Properties that are not operated by a Group Member, a list of the operators of such properties) during the two Fiscal Quarters ending as the date of such Reserve Report.

(j) Issuances and Incurrences of Debt. Two (2) Business Days prior written notice of the incurrence by any Group Member of any Permitted Unsecured Debt, Permitted Refinancing Indebtedness or, if in excess of $10,000,000, any other Indebtedness as well as the amount thereof, the anticipated closing date and definitive documentation for the foregoing and any other related information reasonably requested.

(k) Information Regarding Borrower and Guarantors. Prompt written notice of (and in any event within five (5) Business Days prior thereto or such other time as the Administrative Agent may agree in its sole discretion) any change (i) in a Loan Party's corporate name or in any trade name used to identify such Person in the conduct of its business or in the ownership of its Properties, (ii) in the location of the Loan Party's chief executive office or principal place of business, (iii) in the Loan Party's identity or corporate structure or in the jurisdiction in which such Person is incorporated or formed, (iv) in the Loan Party's jurisdiction of organization, and (v) in the Loan Party's federal taxpayer identification number.

(l) Patriot Act. Promptly upon request, all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

(m) Cash Flow and Forecasts. As soon as available, but in any event prior to March 1 and September 1 of each fiscal year, the Borrower's cash flow and capital expenditure forecast prepared on a monthly basis for (i) with respect to the March 1 forecast, the 12 month period comprised of the then current Fiscal Year and (ii) with respect to September 1 forecast, the 12 month period from July 1 of such Fiscal Year through June 30 of the following Fiscal Year, each in form and detail reasonably satisfactory to the Administrative Agent.

(n) Notices Related to Oil and Gas Properties and Swap Agreements. In the event the Borrower or any Restricted Subsidiary (i) intends to consummate any sale, transfer, assignment or other disposition involving Proved Reserves with a fair market value in excess of $5,000,000 in accordance with Section 9.11, reasonable prior written notice (and in any event not less than five (5) Business Days prior notice) of such disposition, the price thereof and the anticipated date of closing and any other details thereof reasonably requested by the Administrative Agent, (ii) receives any notice of early termination of any Swap Agreement to which the Borrower or any Restricted Subsidiary is a party from any of its counterparties, or any Swap Agreement to which the Borrower or any Restricted Subsidiary is a party is Unwound and results in cash payments to the Borrower or any Restricted Subsidiary in excess of $5,000,000, or (iii) any combination of (i) and (ii) above that results in cash payments to the Borrower or any Restricted Subsidiary in excess of $5,000,000, written notice, promptly thereafter (and in any event, not more than three (3) Business Days thereafter), of such early termination notice or such Unwind.

(o) Notice of Casualty Events. Promptly, but in any event within ten (10) Business Days, written notice of the occurrence of any Casualty Event or the commencement of any action or proceeding that could reasonably be expected to result in a Casualty Event, in each case, of any Property of any Group Member having a Fair Market Value in excess of $10,000,000.

(p) Notices of Certain Changes. Promptly, but in any event within five (5) Business Days after the execution thereof, copies of any amendment, modification or supplement to the certificate or articles of incorporation, by-laws, any preferred stock designation or any other Organizational Document of the Borrower or any Group Member.

(q) Other Requested Information. Promptly, but in any event within five (5) Business Days following any request therefor, such other information regarding the operations, business affairs and financial condition of the Borrower or any Subsidiary (including any Plan or Multiemployer Plan to which any Group Member or any of their respective ERISA Affiliates contributes or has an obligation to contribute and any reports or other information, in either case with respect thereto, required to be filed under ERISA), or compliance with the terms of this Agreement or any other Loan Document, as the Administrative Agent or any Lender may reasonably request in writing.

(r) Notices of Acquisitions of Oil and Gas Properties. Promptly, but in any event within five (5) Business Days, written notice of any Oil and Gas Properties by the Group Members in one or a series of related transactions having a Fair Market Value in excess of $10,000,000 or where the consideration paid exceeds $10,000,000.

(s) Take or Pay, Ship or Pay or Other Prepayments. Concurrently with the delivery of any Reserve Report to the Administrative Agent pursuant to Section 8.11 (commencing with the Reserve Report as of October 1, 2018), written notice of the occurrence of any Group Member entering into a take or pay, ship or pay or other prepayments arrangement with respect to the Oil and Gas Properties of any Group Member.

(t) Beneficial Ownership. Promptly upon the reasonable request of the Administrative Agent or any Lender, provide the Administrative Agent or such Lender, as the case may be, any information or documentation reasonably requested by it for purposes of complying with the Beneficial Ownership Regulation.

Documents required to be delivered pursuant to this Section 8.01 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which such documents are posted on the Borrower's behalf on IntraLinks/IntraAgency or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that the Borrower shall notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions of any such documents.

Section 8.02 Notices of Material Events. Within three (3) Business Days, the Borrower will furnish to the Administrative Agent written notice of the following:

(a) Defaults. The occurrence of any Default or Event of Default;

(b) Governmental Matters. The filing or commencement of, or the threat in writing of, any action, suit, proceeding, investigation or arbitration by or before any arbitrator or Governmental Authority against or affecting Group Members thereof not previously disclosed in writing to the Lenders or any material adverse development in any action, suit, proceeding, investigation or arbitration (whether or not previously disclosed to the Lenders) that, in either case, if adversely determined, could reasonably be expected to result in a Material Adverse Effect;

(c) ERISA Events. The occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to result in liability of the Borrower or any Group Member in an aggregate amount exceeding $10,000,000; and

(d) Material Adverse Effect and Borrowing Base Adjustment. Any other development that results in, or could reasonably be expected to result in a Material Adverse Effect or an adjustment to the Borrowing Base pursuant to the Borrowing Base Adjustment Provisions.

(e) Beneficial Ownership. To the extent the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, the Borrower shall notify the Administrative Agent and each Lender that previously received a Beneficial Ownership Certification of any change in the information provided in the Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified therein.

Each notice delivered under this Section 8.02 shall be accompanied by a statement of a Responsible Officer setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 8.03 Existence; Conduct of Business. The Borrower will, and will cause each Group Member to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises necessary to the conduct of its business and maintain, if necessary, its qualification to do business in each other material jurisdiction in which its Oil and Gas Properties is located or the ownership of its Properties requires such qualification, except to the extent that the failure to be so qualified could not reasonably be expected to cause a Material Adverse Effect; provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 9.10.

Section 8.04 Payment of Obligations. The Borrower will, and will cause each other Group Member to, pay its material obligations (other than Material Indebtedness), including material tax liabilities of the Borrower and all of the other Group Members before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings and (b) the Borrower or such other Group Member has set aside on its books adequate reserves with respect thereto in accordance with GAAP.

Section 8.05 Operation and Maintenance of Properties. The Borrower, at its own expense, will, and will cause each other Group Member to:

(a) operate its Oil and Gas Properties (i) in accordance with the customary practices of the industry and (ii) in compliance with all applicable contracts and agreements and in compliance with all applicable Governmental Requirements, in the case of clauses (i) and (ii) above, in all material respects, including applicable pro ration requirements and applicable Environmental Laws, and all applicable laws, rules and regulations of every other Governmental Authority from time to time constituted to regulate the development and operation of its Oil and Gas Properties and the production and sale of Hydrocarbons and other minerals therefrom in all material respects;

(b) keep and maintain all Property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, in accordance with the standard of a prudent operator;

(c) promptly pay and discharge, or make reasonable and customary efforts to cause to be paid and discharged, all material delay rentals, royalties, expenses and indebtedness accruing under the leases or other agreements affecting or pertaining to its Oil and Gas Properties and will do all other things necessary, in accordance with industry standards, to keep unimpaired their rights with respect thereto and prevent any forfeiture thereof or default thereunder, in each case, in all material respects;

(d) promptly perform or make reasonable and customary efforts to cause to be performed, in accordance with customary industry standards, the obligations required by each and all of the assignments, deeds, leases, sub-leases, contracts and agreements affecting its interests in its Oil and Gas Properties and other material Properties, in each case, in all material respects; and

(e) to the extent the Borrower is not the operator of any Property, the Borrower shall use reasonable efforts to cause the operator to comply with this Section 8.05, but failure of the operator so to comply will not constitute a Default or Event of Default.

Section 8.06 Insurance. The Borrower will maintain, with financially sound and reputable insurance companies, insurance covering all Group Members, 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 the applicable insurance policy or policies insuring the Group Members or their Property shall be endorsed in favor of and made payable to the Administrative Agent as sole "loss payee" or other formulation reasonably acceptable to the Administrative Agent and such liability policies shall name the Administrative Agent and the Lenders as "additional insureds" and provide that the insurer will endeavor to give at least 30 days prior notice of any cancellation to the Administrative Agent.

Section 8.07 Books and Records; Inspection Rights. The Borrower will, and will cause each other Group Member to, keep proper books of record and account in which full, true and correct entries in conformity with GAAP, prudent accounting practice and all Governmental Requirements shall be made of all dealings and transactions in relation to its business and activities. The Borrower will, and will cause each other Group Member to, permit any representatives designated by the Administrative Agent or any Lender, upon reasonable prior written notice, to visit and inspect its Properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times during normal business hours and as often as reasonably requested; provided that, unless an Event of Default exists, no more than one visit per year shall be at the Borrower's expense. Neither the Borrower nor any Subsidiary will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter (a) that constitutes non-financial trade secrets or non-financial proprietary information, (b) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by any Governmental Requirement or any binding agreement (provided that the Loan Parties shall use commercially reasonable efforts to cause its agreements to permit disclosure of information that is pertinent to the interests of the Lenders to the Administrative Agent and the Lenders subject to the confidentiality provisions herein) or (c) that is subject to attorney-client or similar privilege or constitutes attorney work product.

Section 8.08 Compliance with Laws. The Borrower will, and will cause each Group Member to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its Property in all material respects. The Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by the Group Members and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

Section 8.09 Environmental Matters.

(a) The Borrower will, and will cause each Group Member to; (i) comply with all applicable Environmental Laws, and undertake reasonable efforts to ensure that all tenants and subtenants (if any), and all Persons with whom any Group Member has contracted for the exploration, development, production, operation, or other management of an oil or gas well or lease, comply with all applicable Environmental Laws; and (ii) generate, use, treat, store, release, transport, dispose of, and otherwise manage all Hazardous Materials in a manner that could not reasonably be expected to result in any Liability to any Group Member or to adversely affect any real property owned, leased or operated by any of them, and take reasonable efforts to prevent any other Person from generating, using, treating, storing, releasing, transporting, disposing of, or otherwise managing Hazardous Materials in a manner that could reasonably be expected to result in a liability to any Group Member, or with respect to any Mortgaged Property, could reasonably be expected to adversely affect its fair saleable value (for the avoidance of doubt, with respect to activities on properties neighboring such real property, such reasonable efforts shall not include any obligation to monitor such activities or properties); it being understood that this clause (a) shall be deemed not breached by a noncompliance with any of the foregoing (i) or (ii) if, upon learning of such noncompliance or any condition that results from such noncompliance, any affected Group Member promptly develops and diligently implements a response to such noncompliance and any such condition that is consistent with principles of prudent environmental management and all applicable Environmental Laws, and provided that such response and condition, in the aggregate with any other such responses and conditions, could not reasonably be expected to have a Material Adverse Effect.

(b) The Borrower will promptly, but in no event later than five (5) days after learning of any action, investigation, demand or inquiry contemplated by this Section 8.09(b), notify the Administrative Agent and the Lenders in writing of any action, investigation, demand, or inquiry by any Person threatened in writing or commenced against the Borrower or any Group Member, or any of their property or any property with respect to which a Group Member has any interest or obligation, in connection with any applicable Environmental Laws or regarding any Hazardous Materials (excluding routine testing and corrective action), unless the Borrower reasonably determines, based on the information reasonably available to it at the time, that such action, investigation, demand or inquiry is unlikely to result in costs and liabilities in excess of $5,000,000 (it being understood that the amount will be determined in the aggregate with the costs and liabilities of all related similar actions, investigations, demands or inquiries) or could not reasonably be expected to have a Material Adverse Effect (it being understood that the Borrower shall be deemed to have given notice under this Section 8.09(b) regarding the matters set forth on Schedule 8.09(b) to this Agreement to the extent such matters are described thereon).

(c) If an Event of Default has occurred or is reasonably anticipated, or if any event or circumstance has occurred or is reasonably suspected that could reasonably be expected to result in a material diminution in the value of any of the Mortgaged Properties, the Administrative Agent may (but shall not be obligated to), at the expense of the Borrower (such expenses to be reasonable in light of the circumstances), conduct such investigation as it reasonably deems appropriate to determine the nature and extent of any noncompliance with applicable Environmental Laws, the nature and extent of the presence of any Hazardous Material and the nature and extent of any other environmental conditions that may exist at or affect any of the Mortgaged Properties, and the Loan Parties and each relevant Group Member shall reasonably cooperate with the Administrative Agent in conducting such investigation and in implementing any response to such noncompliance, Hazardous Material or other environmental condition as the Administrative Agent reasonably deems appropriate. Such investigation and response may include, without limitation, a detailed visual inspection of the Mortgaged Properties, including all storage areas, storage tanks, drains and dry wells and other structures and locations, as well as the taking of soil samples, surface water samples, and ground water samples and such other investigations or analyses as the Administrative Agent deems appropriate, and any containment, cleanup, removal, repair, restoration, remediation or other remedial work. Upon reasonable request and notice, the Administrative Agent and its officers, employees, agents and contractors shall have and are hereby granted the right to enter upon the Mortgaged Properties for the foregoing purposes.

Section 8.10 Further Assurances.

(a) The Borrower at its sole expense will, and will cause each other Group Member to, promptly execute and deliver to the Administrative Agent all such other documents, agreements and instruments reasonably requested by the Administrative Agent to (i) further evidence and more fully describe the collateral intended as security for the Secured Obligations, (ii) correct any omissions in this Agreement or the Security Instruments, (iii) state more fully the obligations secured therein, (iv) perfect, protect or preserve any Liens created pursuant to this Agreement or any of the Security Instruments or the priority thereof, or (v) make any recordings, file any notices or obtain any consents, all as may be reasonably necessary or appropriate, in the reasonable discretion of the Administrative Agent to ensure that the Administrative Agent, on behalf of the Secured Parties, has a perfected security interest in all assets of the Loan Parties. In addition, at the Administrative Agent's request, the Borrower, at its sole expense, shall provide any information requested to identify any Mortgaged Property, a customary "lease to well" reconciliation schedule, list or similar item, exhibits to Mortgages in form and substance reasonably satisfactory to the Administrative Agent (which such exhibits shall be in recordable form for the applicable jurisdiction) or any other information requested in connection with the identification of any Mortgaged Property.

(b) The Borrower hereby authorizes the Administrative Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Mortgaged Property without the signature of the Borrower or any other Loan Party where permitted by law, which financing statements may contain a description of collateral that describes such property in any manner as the Administrative Agent may reasonably determine is necessary or advisable to ensure the perfection of the security interest in the Mortgaged Property consistent with the terms of the Loan Documents, including describing such property as "all assets" or "all property" or words of similar effect. A carbon, photographic or other reproduction of the Security Instruments or any financing statement covering the Mortgaged Property or any part thereof shall be sufficient as a financing statement where permitted by law.

Section 8.11 Reserve Reports.

(a) On or before April 1st and October 1st of each year beginning April 1, 2019, the Borrower shall furnish to the Administrative Agent and the Lenders a Reserve Report evaluating the Oil and Gas Properties of the Borrower and its Subsidiaries as of the immediately preceding December 31st (the "December 31 Reserve Report") and June 30th (the "June 30 Reserve Report"), as applicable. Each (A) December 31 Reserve Report delivered on or before April 1st of each year, shall be prepared by one or more Approved Petroleum Engineers, and (B) June 30 Reserve Report delivered on or before October 1st of each year shall be prepared by one or more Approved Petroleum Engineers or internally under the supervision of the chief engineer of the Borrower who shall certify such Reserve Report to be true and accurate in all material respects and to have been prepared in accordance with the procedures used in the immediately preceding December 31 Reserve Report.

(b) In the event of a request for an Interim Redetermination pursuant to Section 2.07(b), the Borrower shall furnish to the Administrative Agent and the Lenders a Reserve Report prepared by or under the supervision of the chief engineer of the Borrower who shall certify such Reserve Report to be true and accurate in all material respects and to have been prepared in accordance with the procedures used in the immediately preceding December 31 Reserve Report with an "as of" date as required by the Administrative Agent as soon as commercially reasonable, but in any event no later than thirty (30) days following the receipt of such request; provided that at any time prior to delivery of such Reserve Report the Administrative Agent may, or at the direction of the Required Lenders shall, elect to use the most recently delivered Reserve Report, which such Reserve Report may be rolled forward in a customary manner.

(c) With the delivery of each Reserve Report, the Borrower shall provide to the Administrative Agent and the Lenders a Reserve Report Certificate substantially in the form of Exhibit I from a Responsible Officer certifying that in all material respects: (i) the information contained in the Reserve Report and any other information delivered in connection therewith is true and correct, (ii) except as set forth on an exhibit to the certificate, the Borrower or the other Loan Parties own good and defensible title to the Oil and Gas Properties evaluated in such Reserve Report and such Oil and Gas Properties are free of all Liens except for Liens permitted by Section 9.03, (iii) except as set forth on an exhibit to the certificate, (A) on a net basis there are no gas imbalances, take or pay or other prepayments in excess of the volume specified in Section 7.18 with respect to the Oil and Gas Properties evaluated in such Reserve Report which would require the Borrower or any other Group Member to deliver Hydrocarbons either generally or produced from such Oil and Gas Properties at some future time without then or thereafter receiving full payment therefor and (B) there are no take-or-pay or ship-or-pay contracts that have not been disclosed in a previous Reserve Report Certificate, (iv) none of their Oil and Gas Properties have been sold (other than Hydrocarbons sold in the ordinary course of business) since the date of the last Borrowing Base determination except as set forth on an exhibit to the certificate, which exhibit shall list all of its Oil and Gas Properties sold (other than Hydrocarbons sold in the ordinary course of business) and in such detail as reasonably required by the Administrative Agent, (v) attached to the certificate is a list of all marketing agreements entered into by a Group Member subsequent to the later of the date hereof or the most recently delivered Reserve Report which the Borrower could reasonably be expected to have been obligated to list on Schedule 7.19 had such agreement been in effect on the date hereof and (vi) attached thereto is a schedule of the Oil and Gas Properties evaluated by such Reserve Report that are Mortgaged Properties and demonstrating the percentage of the PV-10 of the Oil and Gas Properties that the value of such Mortgaged Properties represent and that such percentage is in compliance with Section 8.13(a) (the certificate described herein, the "Reserve Report Certificate"). For the avoidance of doubt, the requirement to provide a Reserve Report Certificate shall require the delivery of such Reserve Report Certificate at the time each Reserve Report is delivered.

Section 8.12 Title Information.

(a) On or before the delivery to the Administrative Agent and the Lenders of each Reserve Report required by Section 8.11(a), the Borrower shall deliver title information in form and substance acceptable to the Administrative Agent covering enough of the Borrowing Base Properties evaluated by such Reserve Report that were not included in the immediately preceding Reserve Report, so that the Administrative Agent shall have received reasonably satisfactory title information on Hydrocarbon Interests constituting at least 85% of the PV-10 of the Borrowing Base Properties evaluated by such Reserve Report as determined by the Administrative Agent.

(b) If the Borrower has provided title information for additional Properties under Section 8.12(a), the Borrower shall, within 60 days (or such longer period as the Administrative Agent may agree up to a maximum of thirty (30) additional days) after notice from the Administrative Agent that title defects or exceptions exist with respect to such additional Properties (or such longer period as the Administrative Agent may approve in its sole discretion), either (i) cure any such title defects or exceptions (including defects or exceptions as to priority) which are not permitted by Section 9.03 raised by such information, (ii) substitute acceptable Mortgaged Properties with no title defects or exceptions except for Liens permitted by Section 9.03 having an equivalent or greater value or (iii) deliver title information in form and substance reasonably acceptable to the Administrative Agent so that the Administrative Agent shall have received, together with title information previously delivered to the Administrative Agent, reasonably satisfactory title information on Hydrocarbon Interests constituting at least 85% of the PV-10 of the Borrowing Base Properties evaluated by such Reserve Report as determined by the Administrative Agent.

(c) If the Borrower is unable to cure any title defect reasonably requested by the Administrative Agent or the Lenders to be cured within the 60-day (or such longer period as the Administrative Agent may agree up to a maximum of thirty (30) additional days) period or the Borrower does not comply with the requirements to provide acceptable title information covering 85% of the PV-10 of the Borrowing Base Properties evaluated in the most recent Reserve Report as determined by the Administrative Agent, such failure shall not be a Default, but instead the Administrative Agent and/or the Required Lenders shall each have the right to exercise the following remedy in their sole discretion from time to time, and any failure to so exercise this remedy at any time shall not be a waiver as to future exercise of the remedy by the Administrative Agent or the Lenders. To the extent that the Administrative Agent or the Required Lenders are not reasonably satisfied with title to any Mortgaged Property after the 60-day (or such longer period as the Administrative Agent may agree up to a maximum of thirty (30) additional days) period has elapsed, such unacceptable Mortgaged Property shall not count towards the 85% requirement, and the Administrative Agent may send a notice to the Borrower and the Lenders that the then outstanding Borrowing Base shall be reduced by an amount as determined by the Required Lenders to cause the Borrower to be in compliance with the requirement to provide acceptable title information covering 85% of the PV-10 of the Borrowing Base Properties evaluated by such Reserve Report. This new Borrowing Base shall become effective immediately after receipt of such notice.

Section 8.13 Additional Collateral; Additional Guarantors.

(a) In connection with each redetermination of the Borrowing Base (including, for avoidance of doubt, any Interim Redetermination), the Borrower shall review the Reserve Report and the list of current Mortgaged Properties (as described in Section 8.11(c)(vi)) to ascertain whether the Mortgaged Properties represent at least 85% of the PV-10 of the Borrowing Base Properties evaluated in the most recently completed Reserve Report after giving effect to exploration and production activities, acquisitions, Dispositions and production. In the event that the Mortgaged Properties do not represent at least 85% of such PV-10 value, then the Borrower shall, and shall cause the other Loan Parties to, grant, within thirty (30) days of delivery of the Reserve Report Certificate required under Section 8.11(c), to the Administrative Agent as security for the Secured Obligations a first-priority Lien interest (provided that Excepted Liens of the type described in clauses (a) to (d) and (f) of the definition thereof may exist, but subject to the provisos at the end of such definition) on additional Oil and Gas Properties not already subject to a Lien of the Security Instruments such that after giving effect thereto, the Mortgaged Properties will represent at least 85% of such PV-10 value. All such Liens will be created and perfected by and in accordance with the provisions of deeds of trust, security agreements and financing statements or other Security Instruments, all in form and substance reasonably satisfactory to the Administrative Agent and with sufficient executed (and acknowledged where necessary or appropriate) counterparts for recording purposes. In order to comply with the foregoing, if any Subsidiary grants a Lien on its Oil and Gas Properties pursuant to this Section 8.13(a) and such Subsidiary is not a Guarantor, then it shall become a Guarantor and comply with Section 8.13(b). It is understood that the obligation to pledge and provide first priority perfected liens on only 85% (rather than 100%) of the PV-10 of the Borrowing Base Properties is a matter of administrative convenience only and it is the intention of the parties that the Administrative Agent benefit from an all assets pledge of the Loan Parties' Properties; accordingly the percentage of the PV-10 of the Borrowing Base Properties pledged to the Administrative Agent for the benefit of the Secured Parties may be (but shall not be required to be) up to 100% at any time.

(b) The Borrower shall promptly cause each Domestic Subsidiary Group Member that is a wholly-owned Material Subsidiary to guarantee and secure the Secured Obligations pursuant to the Guarantee and Collateral Agreement, including pursuant to a supplement or joinder thereto. In connection with any such guaranty and security interest grant, the Borrower shall, or shall cause (i) such Material Subsidiary to promptly execute and deliver such Guarantee and Collateral Agreement (or a supplement thereto, as applicable), (ii) the owners of the Equity Interests of such Material Subsidiary who are Group Members to pledge all of the Equity Interests of such Material Subsidiary (including delivery of original stock certificates evidencing the certificated Equity Interests of such Subsidiary, together with an appropriate undated stock powers for each certificate duly executed in blank by the registered owner thereof) and (iii) such Material Subsidiary or other Person, as applicable, to promptly execute and deliver such other additional closing documents, legal opinions and certificates as shall reasonably be requested by the Administrative Agent.

(c) In the event that any Loan Party becomes the owner of (i) a first tier Foreign Group Member or (ii) a Domestic Subsidiary Group Member, then the parent Loan Party shall (A) pledge (x) 65% of all Equity Interests of such Foreign Group Member or (y) 100% of all the Equity Interests of such Domestic Subsidiary Group Member, in each case, that are owned by such Loan Party (including, in each case, delivery of original stock certificates, if any, evidencing such certificated Equity Interests, together with appropriate stock powers for each certificate duly executed in blank by the registered owner thereof) and (along with such Foreign Group Member or Subsidiary Group Member, as applicable) execute and deliver such other additional closing documents, legal opinions and certificates as shall reasonably be requested by the Administrative Agent.

(d) The Borrower will at all times cause the other material tangible and intangible personal property assets (other than any "Excluded Asset" as defined in the Security Instruments) of the Borrower and each Group Member to be subject to a Lien of the Security Instruments.

Section 8.14 ERISA Compliance. The Borrower will promptly furnish and will cause each Subsidiary of the Borrower and any ERISA Affiliate to promptly furnish to the Administrative Agent (a) immediately upon becoming aware of the occurrence of any ERISA Event or of any Prohibited Transaction, which could reasonably be expected to result in liability of the Borrower or Group Member in an aggregate amount exceeding $10,000,000, in connection with any Plan or any trust created thereunder, a written notice of the Borrower or such other Group Member or ERISA Affiliate, as the case may be, specifying the nature thereof, what action such Person is taking or proposes to take with respect thereto, and, when known, any action taken or proposed by the Internal Revenue Service, the Department of Labor or the PBGC with respect thereto, and (b) immediately upon receipt thereof, copies of any notice of the PBGC's intention to terminate or to have a trustee appointed to administer any Plan. With respect to each Plan, except for matters that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Borrower will, and will cause each Subsidiary and ERISA Affiliate to, (A) satisfy in full and in a timely manner, without incurring any late payment or underpayment charge or penalty and without giving rise to any lien, all of the contribution and funding requirements of Section 412 of the Code and of Section 302 of ERISA, and (B) pay, or cause to be paid, to the PBGC and in a timely manner, without incurring any late payment or underpayment charge or penalty and without giving rise to any lien, after giving effect to any applicable grace period, all premiums required pursuant to Sections 4006 and 4007 of ERISA. Promptly following receipt thereof from the administrator or plan sponsor, but in any event within five (5) Business Days following any request therefor, the Borrower will furnish or will cause any applicable Subsidiary and any applicable ERISA Affiliate to furnish to the Administrative Agent copies of any documents described in Sections 101(k) or 101(l) of ERISA that any Group Member or any ERISA Affiliate may request with respect to any Multiemployer Plan to which any Group Member or any ERISA Affiliate contributes or has an obligation to contribute; provided, that if the Group Members or any of their ERISA Affiliates have not requested such documents or notices from the administrator or sponsor of the applicable Multiemployer Plan, then, upon reasonable request of the Administrative Agent, the Group Members and/or their ERISA Affiliates shall promptly, but in any event within five (5) Business Days following such request, make a request for such documents or notices from such administrator or sponsor and the Borrower shall provide copies of such documents and notices to the Administrative Agent promptly, but in any event within five (5) Business Days following receipt thereof.

Section 8.15 Swap Agreements. On the Closing Date and on each April 1st and October 1st, the Loan Parties shall be party to Swap Agreements (including without limitation puts and floors) in respect of commodities the net notional volumes for which (when aggregated with other commodity Swap Agreements then in effect (other than basis differential swaps on volumes already hedged pursuant to other Swap Agreements)) equal at least:

(a) (i) 75% of the reasonably anticipated Hydrocarbon production from the Group Member's total proved developed producing reserves of crude oil as forecast based upon the most recent Reserve Report delivered pursuant to Section 8.11 for each month during the 18 month period from such Closing Date, April 1st and October 1st, as applicable, and (ii) 50% of the reasonably anticipated Hydrocarbon production from the Group Member's total proved developed producing reserves of crude oil as forecast based upon the most recent Reserve Report delivered pursuant to Section 8.11 for each month during the 18 month period thereafter;

(b) (i) 75% of the reasonably anticipated Hydrocarbon production from the Group Member's total proved developed producing reserves of natural gas as forecast based upon the most recent Reserve Report delivered pursuant to Section 8.11 for each month during the 18 month period from such Closing Date, April 1st and October 1st, as applicable, and (ii) 50% of the reasonably anticipated Hydrocarbon production from the Group Member's total proved developed producing reserves of natural gas as forecast based upon the most recent Reserve Report delivered pursuant to Section 8.11 for each month during the 18 month period thereafter; and

(c) 75% of the reasonably anticipated Hydrocarbon production from the Group Member's total proved developed producing reserves of natural gas liquids as forecast based upon the most recent Reserve Report delivered pursuant to Section 8.11 for each month during the 18 month period from such Closing Date, April 1st and October 1st, as applicable.

The amounts set forth in Sections 8.15(a), (b) and (c) being the "Minimum Required Volume".

Section 8.16 Marketing Activities. The Borrower will not, and will not permit any of the other Group Members to, engage in marketing activities for any Hydrocarbons or enter into any contracts related thereto other than (i) contracts for the sale of Hydrocarbons scheduled or reasonably estimated to be produced from their proved Oil and Gas Properties during the period of such contract, (ii) contracts for the sale of Hydrocarbons scheduled or reasonably estimated to be produced from proved Oil and Gas Properties of third parties during the period of such contract associated with the Oil and Gas Properties of the Borrower and the other Group Members that the Borrower or one of the other Group Members has the right to market pursuant to joint operating agreements, unitization agreements or other similar contracts that are usual and customary in the oil and gas business and (iii) other contracts for the purchase and/or sale of Hydrocarbons of third parties (A) which have generally offsetting provisions (i.e. corresponding pricing mechanics, delivery dates and points and volumes) such that no "position" is taken and (B) for which appropriate credit support has been taken to alleviate the material credit risks of the counterparty thereto.

Section 8.17 Account Control Agreements; Location of Proceeds of Loans. The Borrower shall, and shall cause each of the other Loan Parties to, maintain each of their Deposits Accounts (other than Excluded Accounts) with a Lender, and shall cause each of such Deposit Account and each of its Securities Accounts to be subject to a Control Agreement reasonably acceptable in form and substance to the Administrative Agent; provided (a) no such Control Agreement shall be required for Excluded Accounts and (b) if any Lender or Affiliate of a Lender is such a depository bank for the Borrower or any Guarantor and such Lender for any reason ceases to be a Lender party to this Agreement, the Borrower or such Guarantor (as applicable) shall be deemed to have satisfied the foregoing requirement so long as the Borrower or such Guarantor transitions its Deposit Accounts to another Lender or Affiliate of a Lender within sixty (60) days (or such longer period of time as may be acceptable to the Administrative Agent) following such cessation.

Section 8.18 Unrestricted Subsidiaries

(a) The Borrower may designate any Restricted Subsidiary as an Unrestricted Subsidiary and, subject to Section 8.18(c), any Unrestricted Subsidiary as a Restricted Subsidiary upon delivery to the Administrative Agent of written notice from the Borrower; provided that immediately before and after such designation, (i) no Default or Event of Default shall have occurred and be continuing, (ii) immediately after giving effect to such designation, the Borrower shall be in *pro forma* compliance with the Financial Performance Covenants (iii) no Borrowing Base Deficiency not otherwise cured shall be existing or result therefrom and (iv) the representations and warranties of the Borrower and the Guarantors set forth in this Agreement and in the other Loan Documents shall be true and correct in all material respects (unless already qualified by materiality in which case such applicable representation and warranty shall be true and correct) on and as of the date of such designation, except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, on and as of the date of such designation, such representations and warranties shall continue to be true and correct in all material respects (unless already qualified by materiality in which case such applicable representation and warranty shall be true and correct) as of such specified earlier date.

(b) The designation of any Restricted Subsidiary as an Unrestricted Subsidiary and any Disposition of Property to an Unrestricted Subsidiary shall constitute (i) an Investment under Section 9.05 as of the date of designation or Disposition, as applicable, in an amount equal to the Fair Market Value of the Borrower's investment therein and (ii) a Disposition as of the date of designation or Disposition, including (A) for purposes of the provisions of Section 2.08 and (B) for purposes of EBITDAX where such Disposition shall be deemed to be a Material Disposition.

(c) The Borrower may designate any Unrestricted Subsidiary as a Restricted Subsidiary once upon delivery of written notice to the Administrative Agent; provided that such designation (i) shall constitute the incurrence at the time of designation of any Indebtedness and Liens of such Subsidiary existing at such time, (ii) shall constitute a reduction in any Investment under Section 9.05 to the extent that such Investment was attributable to such Restricted Subsidiary being an Unrestricted Subsidiary at the date of designation in an amount equal to the Fair Market Value of the Borrower's investment therein, it being understood that any incurrence of Indebtedness and Liens in connection herewith shall require compliance with Section 9.02 and Section 9.03, as applicable and (iii) shall require the Borrower to be in compliance with the Financial Performance Covenants immediately before such designation and in *pro forma* compliance immediately after such designation.

(d) Any designation of a Restricted Subsidiary of the Borrower as an Unrestricted Subsidiary, any designation of a Unrestricted Subsidiary as a Restricted Subsidiary and any Disposition to an Unrestricted Subsidiary will require the Borrower to provide the Administrative Agent a certificate signed by a Responsible Officer of the Borrower certifying that such designation complied with the preceding conditions in Section 8.18(b) or Section 8.18(c), as applicable.

Section 8.19 Commodity Exchange Act Keepwell Provisions. 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 the Loan Documents in respect of Swap Obligations (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified ECP Guarantor's obligations and undertakings under any guarantee voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations and undertakings of each Qualified ECP Guarantor under this Section 8.19 shall remain in full force and effect until the Secured Obligations have been indefeasibly paid and performed in full and the Commitments are terminated. Each Loan Party intends this Section 8.19 to constitute, and this Section 8.19 shall be deemed to constitute, a guarantee of the obligations of, and a "keepwell, support, or other agreement" for the benefit of, each other Loan Party for all purposes of the Commodity Exchange Act.

ARTICLE IX
NEGATIVE COVENANTS

Until Payment in Full, the Borrower covenants and agrees with the Lenders that:

Section 9.01 Financial Covenants.

(a) Ratio of Total Net Debt to EBITDAX. The Borrower will not, as of the last day of any Fiscal Quarter commencing with the Fiscal Quarter ending December 31, 2018, permit its ratio of Total Net Debt as of such last day to EBITDAX for the period of four Fiscal Quarters then ending on such day to exceed 3.75 to 1.00; provided that for purposes of this Section 9.01(a), Section 9.02(i), Section 9.04(a) and Section 9.04(b), EBITDAX for the four Fiscal Quarters ending (i) December 31, 2018, shall equal EBITDAX for the Fiscal Quarter then ending multiplied by 4, (ii) March 31, 2019, shall equal EBITDAX for the two Fiscal Quarters then ending multiplied by 2 and (iii) June 30, 2019, shall equal EBITDAX for the three Fiscal Quarters then ending multiplied by 4/3.

(b) Current Ratio. Beginning with the Fiscal Quarter ending December 31, 2018 the Borrower will not, as of the last day of any Fiscal Quarter, permit its Current Ratio as of such day then ending to be less than 1.00 to 1.00.

Section 9.02 Indebtedness. The Borrower will not, and will not permit any other Group Member to, incur, create, assume or suffer to exist any Indebtedness, except:

(a) the Loans or other Secured Obligations;

(b) Indebtedness of the Group Members existing on the date hereof set forth on Schedule 9.02 as well as any Permitted Refinancing Indebtedness in respect thereof;

(c) purchase money Indebtedness or Capital Lease Obligations not to exceed $15,000,000 in the aggregate at any one time outstanding;

(d) unsecured Indebtedness associated with worker's compensation claims, bonds or surety obligations required by Governmental Requirements or by third parties in the ordinary course of business in connection with the operation of, or provision for the abandonment and remediation of, the Oil and Gas Properties;

(e) (i) Indebtedness among the Borrower and its Subsidiaries which are Loan Parties, (ii) Indebtedness between the Subsidiaries of the Borrower which are not Loan Parties and (iii) Indebtedness extended to the Borrower and its Subsidiaries which are Loan Parties by any Group Members; provided that (A) such Indebtedness is not held, assigned, transferred, negotiated or pledged to any Person other than a Loan Party and (B) any such Indebtedness owed by either the Borrower or a Guarantor shall be subordinated to the Secured Obligations on terms satisfactory to the Administrative Agent;

(f) endorsements of negotiable instruments for collection in the ordinary course of business;

(g) any guarantee of any other Indebtedness permitted to be incurred hereunder;

(h) unsecured Indebtedness in respect of Swap Agreements entered into in compliance with Section 9.17;

(i) Indebtedness of the Borrower in respect of Permitted Unsecured Debt and any Permitted Refinancing Indebtedness of such Indebtedness provided, that (i) such Indebtedness does not exceed $400,000,000 of principal in the aggregate outstanding at any time and (ii) giving pro forma effect to such Indebtedness and the repayment of any other Indebtedness with the proceeds thereof, (A) no Default, Event of Default or Borrowing Base Deficiency exists at such time, (B) the ratio of Total Net Debt to EBITDAX for the most recent four Fiscal Quarters for which financial statements are available is in compliance with Section 9.01(a) and (B) the availability under this Agreement is equal to or greater than 15% of the then effective Borrowing Base; and

(j) other Indebtedness not to exceed $10,000,000 in the aggregate at any one time outstanding.

Section 9.03 Liens. The Borrower will not, and will not permit any Group Member to, create, incur, assume or permit to exist any Lien on any of its Properties (now owned or hereafter acquired), except:

(a) Liens securing the payment of any Secured Obligations;

(b) Liens existing on the Closing Date and disclosed on Schedule 9.03 and Excepted Liens;

(c) Liens securing purchase money Indebtedness or Capital Leases Obligations permitted by Section 9.02(c) but only on the Property that is the subject of any such Indebtedness or lease, accessions and improvements thereto, insurance thereon, and the proceeds of the foregoing;

(d) Liens securing any Permitted Refinancing Indebtedness; provided that any such Permitted Refinancing Indebtedness is not secured by any additional or different Property not securing the Refinanced Indebtedness; and

(e) Liens on Property not constituting Mortgaged Property that secure Indebtedness and that are not otherwise permitted by the foregoing clauses of this Section 9.03; provided that the aggregate or principal or face amount of all debt secured by such Liens pursuant to this Section 9.03(e), and the Fair Market Value of the Properties subject to such Liens (determined as of the date such Liens are incurred), shall not exceed $10,000,000 in the aggregate at any time outstanding.

Section 9.04 Restricted Payments; Restrictions on Amendments of Permitted Unsecured Debt.

(a) Restricted Payments. The Borrower will not, and will not permit any of the other Group Members to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, except (i) the Borrower may declare and pay Restricted Payments with respect to its Equity Interests payable solely in additional shares of its Equity Interests (other than Disqualified Capital Stock), (ii) Subsidiaries may make Restricted Payments ratably to the holders of their Equity Interests, (iii) the Borrower may make Restricted Payments pursuant to and in accordance with stock option plans, other equity compensation plans or other benefit plans for management, employees or other individual service providers of the Borrower and the other Group Members which plans have been approved by the Borrower's board of directors, to the extent such Restricted Payments are made in the ordinary course of business, (iv) the Borrower may pay cash dividends on its Equity Interests if giving pro forma effect thereto (including any Borrowing incurred in connection therewith) (A) the ratio of Total Net Debt to EBITDAX for the most recent four Fiscal Quarters for which financial statements are available does not exceed 3.0 to 1.0 (annualized, if applicable, in accordance with Section 9.01(a)) and (B) the Borrower's Liquidity is equal to or greater than 15% of the then effective Borrowing Base, so long as no Default, Event or Default or Borrowing Base Deficiency has occurred and is continuing or would occur as a result, and (v) amounts paid to shareholders of the Parent in connection with corporate restructuring tax liabilities not to exceed $1,500,000 in the aggregate.

(b) Redemptions. The Borrower will not, and will not permit any other Group Member to prior to the Maturity Date, call, make or offer to make any optional or voluntary Redemption of or otherwise optionally or voluntarily Redeem (whether in whole or in part), (i) any Permitted Unsecured Debt, (ii) any other Indebtedness of the type set forth in clause (h) of the definition of Indebtedness, (iii) any Indebtedness permitted by Section 9.02(j) if at the time of such Redemption a Default, Event of Default or Borrowing Base Deficiency exists and is continuing, or (iv) any Permitted Refinancing Indebtedness in respect of the foregoing clauses (i) and (ii) (such Indebtedness in clauses (i) through (iv), collectively, the "Specified Indebtedness"); provided that the Borrower may prepay such Specified Indebtedness with the proceeds of any Permitted Refinancing Indebtedness in respect thereof or with the net cash proceeds of Equity Interests (other than Disqualified Capital Stock) of the Borrower so long as no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing or would occur as a result of such Redemption.

(c) Amendments. The Borrower will not, and will not permit any other Group Member to amend, modify, waive or otherwise change, consent or agree to any amendment, modification, waiver or other change to any Specified Indebtedness if doing so would (i) with respect to Permitted Unsecured Debt cause such Specified Indebtedness to not meet the requirements set forth in the definition of Permitted Refinancing Indebtedness or Permitted Unsecured Debt, as applicable (tested as if such Specified Indebtedness were being issued or incurred at such time) and (ii) with respect to any other Specified Indebtedness, shorten the average maturity or average life of such Specified Indebtedness.

Section 9.05 Investments, Loans and Advances. The Borrower will not, and will not permit any other Group Member to, make or permit to remain outstanding any Investments in or to any Person, except that the foregoing restriction shall not apply to:

(a) Investments which are disclosed to the Lenders in Schedule 9.05;

(b) accounts receivable arising in the ordinary course of business;

(c) Investments in Cash Equivalents;

(d) Investments (i) made among the Borrower and the other Subsidiaries which are Loan Parties, (ii) made between the Subsidiaries of the Borrower which are not Loan Parties or (iii) made by any Group Member in or to the Borrower or to its Subsidiaries which are Loan Parties;

(e) subject to the limits in Section 9.06, Investments in direct ownership interests in additional Oil and Gas Properties or investments with respect to and relating to the production of oil, gas and other liquid or gaseous hydrocarbons from Oil and Gas Properties which are usual and customary in the oil and gas exploration and production business located, in each case, within the geographic boundaries of the United States of America;

(f) loans or advances to employees, officers or directors in the ordinary course of business of the Borrower or any of the other Loan Parties, in each case only as permitted by applicable law, including Section 402 of the Sarbanes Oxley Act of 2002, but in any event not to exceed $1,000,000 in the aggregate at any time;

(g) Investments in stock, obligations or securities received in settlement of debts arising from Investments permitted under this Section 9.05 owing to the Borrower or any other Group Member as a result of a bankruptcy or other insolvency proceeding of the obligor in respect of such debts or upon the enforcement of any Lien in favor of the Borrower or any of the other Group Members; provided that the Borrower shall give the Administrative Agent prompt written notice in the event that the aggregate amount of all Investments held at any one time under this Section 9.05(g) exceeds $1,000,000;

(h) Investments pursuant to Swap Agreements otherwise permitted under this Agreement;

(i) other Investments not to exceed $5,000,000 in the aggregate at any time;

(j) loans, advances or extensions of credit to suppliers or contractors under applicable contracts or agreements in the ordinary course of business in connection with oil and gas development activities of such Borrower or such Subsidiary; and

(k) Investments in Unrestricted Subsidiaries, provided that the aggregate amount of all such Investments at any one time shall not exceed $10,000,000 (without giving effect to any appreciation in the value of such Investment after date such Investment is made).

Section 9.06 Nature of Business; No International Operations. The Borrower and the other Group Members, taken as a whole, will not allow any material change to be made in the character of its business as an independent oil and gas exploration and production company. The Group Members will not acquire or make any other expenditures (whether such expenditure is capital, operating or otherwise) in or related to, any Oil and Gas Properties not located within the geographical boundaries of the United States of America or in the offshore federal waters of the United States of America.

Section 9.07 Proceeds of Loans. The Borrower will not permit the proceeds of the Borrowings to be used for any purpose other than those permitted by Section 7.22. No Loan Party nor any Person acting on behalf of the Borrower has taken or will take any action which may cause any of the Loan Documents to violate Regulations T, U or X or any other regulation of the Board 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. If requested by the Administrative Agent, the Borrower will furnish to the Administrative Agent and each Lender a statement to the foregoing effect in conformity with the requirements of FR Form U-1 or such other form referred to in Regulation U, Regulation T or Regulation X of the Board, as the case may be. The Borrower will not request any Borrowing or Letter of Credit, and the Borrower shall not directly or, to the knowledge of the Borrower, indirectly use, and shall procure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not directly or, to the knowledge of such Person, indirectly use, the proceeds of any Borrowing or Letter of Credit (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country to the extent such activities, businesses or transaction would be prohibited by Sanctions if conducted by a corporation incorporated in the United States or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

Section 9.08 ERISA Compliance. Except as would not, whether individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Borrower will not, and will not permit any ERISA Affiliate to, at any time:

(a) engage in any transaction in connection with which the Borrower or any ERISA Affiliate, could be subject to either a civil penalty assessed pursuant to subsections (c), (i), (l) or (m) of Section 502 of ERISA or a tax imposed by Chapter 43 of Subtitle D of the Code;

(b) terminate, or permit any 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 of the Borrower or any Subsidiary or any ERISA Affiliate to the PBGC;

(c) fail to make, or permit any ERISA Affiliate to fail to make, after giving effect to any applicable grace period, full payment when due of all amounts which, under the provisions of any Plan, agreement relating thereto or applicable law, the Borrower, a Subsidiary or any ERISA Affiliate is required to pay as contributions thereto;

(d) fail to satisfy, or allow any ERISA Affiliate to fail to satisfy, the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA), in any case whether or not waived, with respect to any Plan; and

(e) acquire, or permit any ERISA Affiliate to acquire, an interest in any Person that causes such Person to become an ERISA Affiliate with respect to any Group Member or ERISA Affiliate if such Person sponsors, maintains or contributes to, or at any time in the six-year period immediately preceding such acquisition has sponsored, maintained, or contributed to, (1) any Multiemployer Plan, or (2) any other Plan that is subject to Title IV of ERISA 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 and determined as of the end of the most recent plan year) of such Plan allocable to such benefit liabilities.

Section 9.09 Sale or Discount of Receivables. Except for receivables obtained by the Group Members out of the ordinary course of business or the settlement of joint interest billing accounts in the ordinary course of business or discounts granted to settle collection of accounts receivable or the sale of defaulted accounts arising in the ordinary course of business in connection with the compromise or collection thereof and not in connection with any financing transaction, the Borrower will not, and will not permit any other Group Member to, discount or sell (with or without recourse) any of its notes receivable or accounts receivable.

Section 9.10 Mergers, Etc.. The Borrower will not, and will not permit any other Group Member to merge into or with or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or sell, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its Property to any other Person, (whether now owned or hereafter acquired) or liquidate or dissolve (any such transaction, a "consolidation"), except that (a) any Loan Party may consolidate with or into the Borrower (provided the Borrower shall be the continuing or surviving entity), (b) any Group Member (other than the Borrower) may consolidate with any Subsidiary of the Borrower which is a Loan Party (provided such Subsidiary which is a Loan Party shall be the continuing or surviving entity) and (c) any Subsidiary which is not a Loan Party may consolidate with any other Subsidiary which is not a Loan Party, in each case, so long as no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing or would occur as a result of such consolidation and notice of such consolidation is provided to the Administrative Agent five (5) Business Days prior to such consolidation.

Section 9.11 Sale of Properties and Termination of Hedging Transactions. The Borrower will not, and will not permit any Group Member to, sell, assign, farm-out, convey or otherwise transfer any Property except for:

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

(b) the sale or other Disposition (including any farmout or similar agreement) of Oil and Gas Properties not included in the calculation of the Borrowing Base (which, for avoidance of doubt, includes Oil and Gas Properties not constituting Proved Reserves);

(c) the sale or transfer of equipment (including, for the avoidance of doubt, midstream pipelines, gathering systems, processing plants and other related equipment) that (i) is no longer necessary for the business of the Borrower or such other Group Member or (ii) is replaced by equipment of at least comparable value and use;

(d) the sale or other Disposition (including Casualty Events or in connection with any condemnation proceeding) of any Oil and Gas Property constituting Proved Reserves or any interest therein, 100% of the Equity Interests of any Subsidiary owning Oil and Gas Properties constituting Proved Reserves or the Unwind of Swap Agreements; provided that

(i) not less than 80% of the consideration received in respect of such sale or other Disposition shall be cash (provided that Oil and Gas Properties received as consideration in connection with an asset swap may be deemed to be cash in an amount equal to the Fair Market Value of the Oil and Gas Properties received so long as the aggregate amount of such deemed cash consideration does not exceed five percent (5%) of the Borrowing Base then in effect at the time of such sale or other Disposition),

(ii) no Default or Event of Default has occurred and is continuing nor would a Default, Event of Default or Borrowing Base Deficiency (after giving effect to any prepayment of the Loans made with the proceeds of such sale or other Disposition) result therefrom, and

(iii) (other than in respect of Casualty Events) the consideration received in respect of a sale or other Disposition of any Oil and Gas Property, Equity Interest or interest therein shall be equal to or greater than the Fair Market Value of the Oil and Gas Property, Equity Interest or interest therein subject of such sale or other Disposition (as reasonably determined by a Responsible Officer 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 the foregoing);

(e) sales and other Dispositions for cash of Properties not included in the Borrowing Base having a Fair Market Value in aggregate not to exceed $10,000,000 in the aggregate;

(f) (i) transfers of Properties between the Borrower and its Subsidiaries which are Loan Parties, (ii) transfers of Properties between the Subsidiaries of the Borrower which are not Group Members and (iii) transfers of Property from Subsidiaries which are not Loan Parties to Loan Parties; and

(g) any transaction permitted by Section 9.05.

Section 9.12 Sales and Leasebacks. Except for the one time sale and leaseback of approximately 600 vehicles now owned by the Borrower and its Subsidiaries, the Borrower will not, and will not permit any other Group Member to enter into any arrangement with any Person providing for the leasing by any Group Member of real or personal property that has been or is to be sold or transferred by such Group Member to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of such Group Member.

Section 9.13 Environmental Matters. The Borrower will not, and will not permit any other Group Member, to undertake (or allow to be undertaken at any property subject to its control) anything which will subject any such property to any obligation to conduct any investigation or remediation under any applicable Environmental Laws or regarding any Hazardous Material that could reasonably be expected to have a Material Adverse Effect, it being understood that the foregoing will not be deemed to limit (i) any obligation under applicable Environmental Law to disclose any relevant facts, conditions or circumstances to the appropriate Governmental Authority as and to the extent required by any such Environmental Law, (ii) any investigation or remediation required to be conducted under applicable Environmental Law, (iii) any investigation reasonably requested by a prospective purchaser of any property, provided that such investigation is subject to conditions and limitations (including indemnification and insurance obligations regarding the conduct of such investigation) that are reasonably protective of the Borrower and any Group Member, or (iv) any investigation or remediation required pursuant to any lease agreements with the owners of any Properties.

Section 9.14 Transactions with Affiliates. Except for payment of Restricted Payments permitted by Section 9.04, the Borrower will not, and will not permit any other Group Member to, enter into any transaction, including any purchase, sale, lease or exchange of Property or the rendering of any service, with any Affiliate (other than between the Borrower and other Loan Parties) unless such transactions are otherwise not prohibited under this Agreement and are upon fair and reasonable terms no less favorable to it than it would obtain in a comparable arm's length transaction with a Person not an Affiliate.

Section 9.15 Subsidiaries. The Borrower shall not, and shall not permit any Group Member to, sell, assign or otherwise Dispose of any Equity Interests in any Group Members except in compliance with Section 9.11. The Borrower shall not, and shall not permit any other Group Member to, have any foreign Subsidiaries (other than those in existence on the Closing Date).

Section 9.16 Negative Pledge Agreements; Dividend Restrictions. The Borrower will not, and will not permit any other Group Member to, create, incur, assume or suffer to exist any contract, agreement or understanding which in any way prohibits or restricts (a) the granting, conveying, creation or imposition of any Lien on any of its Property to secure the Secured Obligations or which (i) requires the consent of other Persons in connection therewith or (ii) provides that any such occurrence shall constitute a default or breach of such agreement or (b) the Borrower or any other Group Member from (i) paying dividends or making distributions to any Loan Party, (ii) paying any Indebtedness owed to any Loan Party (other than any restrictions imposed on any Loan Party making any such payment pursuant to the Loan Documents during an Event of Default), (iii) making loans or advances to, or other Investments in, any Loan Party (other than any restrictions imposed on any Loan Party making such loan or advance pursuant to the Loan Documents during an Event of Default) or (iv) prepaying or repaying Secured Obligations; provided that (A) the foregoing shall not apply to restrictions and conditions under the Loan Documents and (B) clause (a) of the foregoing shall not apply to restrictions or conditions imposed by any agreement for purchase money Indebtedness or Capital Lease Obligations permitted by this Agreement if such restrictions or conditions apply only to the Property securing such purchase money Indebtedness or Capital Lease Obligations.

Section 9.17 Swap Agreements.

(a) The Borrower will not, and will not permit any other Group Member to, enter into any Swap Agreements with any Person other than:

(i) Swap Agreements with an Approved Counterparty in respect of commodities entered into not for speculative purposes the notional volumes for which (when aggregated with other commodity Swap Agreements then in effect other than basis differential swaps on volumes already hedged pursuant to other Swap Agreements) do not exceed, as of the date such Swap Agreement is entered into (A) ninety percent (90%) of the reasonably anticipated projected production (as such production is projected in the most recent Reserve Report delivered pursuant to the terms of this Agreement) from Proved Reserves from the Borrower's and its Restricted Subsidiaries' Oil and Gas Properties for each month during the period which such Swap Agreement is in effect for each of crude oil, natural gas and natural gas liquids, calculated separately, for the period of thirty six (36) months following the date such Swap Agreement is entered into and (B) seventy five percent (75%) of the reasonably anticipated projected production (as such production is projected in the most recent Reserve Report delivered pursuant to the terms of this Agreement) from Proved Reserves from the Borrower's and its Restricted Subsidiaries' Oil and Gas Properties for each month during the period which such Swap Agreement is in effect for each of crude oil, natural gas and natural gas liquids, calculated separately for the period of thirty seven (37) to sixty (60) months following the date such Swap Agreement is entered into; provided that (x) the Borrower may update the projections referenced in Section 9.17(a)(i)(A) and Section 9.17(a)(i)(B) above (as well as Section 9.17(a)(ii)(A) below) by providing the Administrative Agent an internal report prepared by or under the supervision of the chief engineer of the Borrower and its other Group Members and any additional informational reasonably requested by the Administrative Agent that is, in each case, reasonably satisfactory to the Administrative Agent (and shall include new reasonably anticipated Hydrocarbon production from new wells or other production improvements and any dispositions, well shut-ins and other reductions of, or decreases to, production) and (y) any Swap Agreements shall not, in any case, have a tenor of greater than five (5) years; provided further that the foregoing limitations shall not apply to purchased put options or floors for Hydrocarbons that are not related to corresponding calls, collars or swaps and with respect to which any Group Member has no payment obligation other than premiums and charges the total amount of which are fixed and known at the time such transaction is entered into;

(ii) in connection with a proposed acquisition by the Borrower or its Restricted Subsidiaries of Oil and Gas Properties pursuant to a binding and enforceable purchase and sale agreement and in addition to the Swap Agreements permitted to be entered into pursuant to Section 9.17(a)(i)(A), Swap Agreements with Approved Counterparties in respect of commodities entered into not for speculative purposes; provided that:

(A) the notional volumes for which (exclusive of puts, floors and basis differential swaps on volumes already hedged pursuant to other Swap Agreements for which the total amount of obligations thereunder are known and fixed at the time such transaction is entered into) do not exceed, as of the date such Swap Agreement is entered into (as such production is projected in the most recent Reserve Report delivered pursuant to the terms of this Agreement (subject to the terms of the proviso in Section 9.17(a)(i)(x)) and for each month during the period during which such Swap Agreement is in effect) fifteen percent (15%) of the reasonably anticipated production from Proved Reserves from the Borrower's and its Restricted Subsidiaries' Oil and Gas Properties for each month during the period which such Swap Agreement is in effect for each of crude oil, natural gas and natural gas liquids, calculated separately for the period of thirty six (36) months following the date such Swap Agreement is entered into;

(B) such Swap Agreements are entered into on or after the date on which the Borrower or any of its Restricted Subsidiaries signs such a binding and enforceable purchase and sale agreement in connection with such proposed acquisition of Oil and Gas Properties;

(C) such Swap Agreements shall not, in any case, have a tenor of greater than three (3) years; and

(D) the Borrower shall Unwind such Swap Agreements to the extent necessary to be in compliance with the limitations set forth in Section 9.17(a)(i) on the earliest of (1) the date of consummation of such proposed acquisition of Oil and Gas Properties, (2) the date that is 90 days after the execution of the purchase and sale agreement relating to such acquisition to the extent that such acquisition has not been consummated by such date, and (3) any Loan Party knows with reasonable certainty that such acquisition will not be consummated or such purchase and sale agreement is terminated; and

(iii) Swap Agreements in respect of interest rates with an Approved Counterparty, which effectively convert interest rates from floating to fixed, the notional amounts of which (when aggregated with all other Swap Agreements of the Borrower and its Subsidiaries then in effect effectively converting interest rates from floating to fixed) do not exceed 80% of the then outstanding principal amount of all the Borrower's Indebtedness for borrowed money which bears interest at a floating rate;

(b) in no event shall any Swap Agreement contain any requirement, agreement or covenant for any Group Member to post collateral or margin to secure their obligations under such Swap Agreement or to cover market exposures (other than under the Security Instruments);

(c) Swap Agreements shall only be entered into in the ordinary course of business (and not for speculative purposes);

(d) no Swap Agreement in respect of commodities shall be terminated, unwound, cancelled or otherwise disposed of except to the extent permitted by Section 9.11; and

(e) if after the end of any Fiscal Quarter, the aggregate volume of all Swap Agreements in respect of commodities for which settlement payments were calculated in such Fiscal Quarter and the preceding Fiscal Quarter (other than basis differential swaps on volumes hedged by other Swap Agreements) exceeded, or will exceed, 100% of actual production of crude oil, natural gas and natural gas liquids, calculated separately, in such Fiscal Quarter, then the Borrower shall terminate, create off-setting positions, allocate volumes to other production the Borrower or any Subsidiary is marketing, or otherwise Unwind existing Swap Agreements such that, at such time, future hedging volumes will not exceed 100% of reasonably anticipated projected production from proved, developed producing Oil and Gas Properties for each of crude oil, natural gas and natural gas liquids, calculated separately, for the then-current and any succeeding Fiscal Quarters.

Section 9.18 Amendments to Organizational Documents. The Borrower shall not, and shall not permit any other Group Member to, amend, supplement or otherwise modify (or permit to be amended, supplemented or modified) its Organizational Documents in any material respect that could reasonably be expected to be materially adverse to the interests of the Administrative Agent or the Lenders without the consent of the Administrative Agent.

Section 9.19 Changes in Fiscal Periods. The Borrower shall not, and shall not permit any other Group Member to have its Fiscal Year end on a date other than December 31 or change the method of determining Fiscal Quarters.

ARTICLE X
EVENTS OF DEFAULT; REMEDIES

Section 10.01 Events of Default. One or more of the following events shall constitute an "Event of Default":

(a) the Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof, by acceleration or otherwise;

(b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in Section 10.01(a)) payable under any Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five (5) days;

(c) any representation or warranty made or deemed made by or on behalf of the Borrower or any other Group Member in or in connection with any Loan Document or any amendment or modification of any Loan Document or waiver under such Loan Document, or in any report, notice, certificate, financial statement or other document furnished pursuant to or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material respect when made or deemed made;

(d) the Borrower or any other Group Member shall fail to observe or perform any covenant, condition or agreement contained in Section 8.01(k), Section 8.02, Section 8.03 (only with respect to the Borrower's existence), Section 8.17, Section 8.18 or in Article IX;

(e) the Borrower or any other Group Member shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in Section 10.01(a), Section 10.01(b), Section 10.01(c) or Section 10.01(d)) or any other Loan Document, and such failure shall continue unremedied for a period of 30 days after the earlier to occur of (A) notice thereof from the Administrative Agent to the Borrower (which notice will be given at the request of any Lender) or (B) a Responsible Officer of the Borrower or such other Group Member otherwise becoming aware of such default;

(f) the Borrower or any other Group Member shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable and such failure continues after the applicable grace or notice period, if any, specified in the relevant document for such Material Indebtedness;

(g) any other event or condition occurs that results in any Material Indebtedness of any Group Member becoming due prior to its scheduled maturity or that enables or permits (after giving effect to any applicable notice periods, if any, and any applicable grace periods) the holder or holders of any such Material Indebtedness or any trustee or agent on its or their behalf to cause any such Material Indebtedness to become due, or to require the Redemption thereof or any offer to Redeem to be made in respect thereof, prior to its scheduled maturity or require the Borrower or any other Group Member to make an offer in respect thereof;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of any Group Member, or its or their debts, or of a substantial part of its or their assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any other Group Member or for a substantial part of its or their assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) the Borrower or any other Group Member shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in Section 10.01(h), (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any other Group Member or for a substantial part of its or their assets, (iv) file an answer admitting the material allegations of a petition filed against it or them in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) take any action for the purpose of effecting any of the foregoing; or any partner, or stockholder of the Borrower shall make any request or take any action for the purpose of calling a meeting of the partners or stockholders, as applicable, of the Borrower to consider a resolution to dissolve and wind up the Borrower's affairs or (vii) become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(j) (i) one or more judgments for the payment of money in an aggregate amount in excess of $10,000,000 (to the extent not covered by independent third party insurance as to which the insurer does not dispute coverage and is not subject to an insolvency proceeding) or (ii) any one or more non-monetary judgments that have, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, shall be rendered against any Group Member or any combination thereof and the same shall remain undischarged for a period of sixty (60) consecutive days during which execution shall not be effectively stayed;

(k) the Loan Documents after delivery thereof shall for any reason, except to the extent permitted by the terms thereof, cease to be in full force and effect and valid, binding and enforceable in accordance with their terms against the Borrower or a Loan Party party thereto or shall be repudiated by any of them, or cease to create a valid and perfected Lien of the priority required thereby on any Mortgaged Property purported to be covered thereby, except to the extent permitted by the terms of this Agreement, or the Borrower or any other Loan Party or any of their Affiliates shall so state or assert in writing; or

(l) a Change in Control shall occur.

Section 10.02 Remedies.

(a) In the case of an Event of Default other than one described in Section 10.01(g), Section 10.01(h) or Section 10.01(i), at any time thereafter during the continuance of such Event of Default, the Administrative Agent may, and at the request of the Majority Lenders, shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Commitments and/or the LC Commitments, and thereupon the Commitments and/or the LC Commitments shall terminate immediately, and (ii) declare the Notes and the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower and the Guarantors accrued hereunder and under the Notes and the other Loan Documents (including the payment of cash collateral to secure the LC Exposure as provided in Section 2.09(j)), shall become due and payable immediately, without presentment, demand, protest, notice of intent to accelerate, notice of acceleration or other notice of any kind, all of which are hereby waived by the Borrower and each Guarantor; and in case of an Event of Default described in Section 10.01(g), Section 10.01(h) or Section 10.01(i), the Commitments shall automatically terminate and the Notes and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and the other obligations of the Borrower and the Guarantors accrued hereunder and under the Notes and the other Loan Documents (including the payment of cash collateral to secure the LC Exposure as provided in Section 2.09(j)), shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower and each Guarantor.

(b) In the case of the occurrence of an Event of Default, the Administrative Agent and the Lenders will have all other rights and remedies available at law and equity.

(c) In the case of the occurrence of an Event of Default which results in the Commitments terminating then the Borrowing Base shall automatically and concurrently be reduced to $0.

(d) All proceeds realized from the liquidation or other Disposition of collateral and to any other amounts received after maturity of the Loans, whether from the Borrower, another Loan Party, by acceleration or otherwise, shall be applied:

(i) first, to payment or reimbursement of that portion of the Secured Obligations constituting fees, expenses and indemnities payable to the Administrative Agent in its capacity as such;

(ii) second, *pro rata* to payment or reimbursement of that portion of the Secured Obligations constituting fees, expenses and indemnities payable to the Lenders;

(iii) third, *pro rata* to payment of accrued interest on the Loans and regularly scheduled payments in respect of Secured Swap Agreement (but not any close-out or termination amounts);

(iv) fourth, *pro rata* to payment of principal outstanding on the Loans and the Secured Obligations then owing under Secured Swap Agreements (to the extent not paid pursuant to clause Third);

(v) fifth, *pro rata* to any other Secured Obligations;

(vi) sixth, to serve as cash collateral to be held by the Administrative Agent to secure the LC Exposure; and

(vii) seventh, any excess, after all of the Secured Obligations shall have been indefeasibly paid in full in cash, shall be paid to the Borrower or as otherwise required by any Governmental Requirement.

ARTICLE XI
THE ADMINISTRATIVE AGENTS

Section 11.01 Appointment; Powers. Each Lender and Issuing Bank hereby irrevocably appoints the Administrative Agent as its agent 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 and the other Loan Documents, together with such actions and powers as are reasonably incidental thereto. Each Lender (and each Person that becomes a Lender hereunder pursuant to Section 12.04) hereby authorizes and directs the Administrative Agent to enter into the Security Instruments on behalf of such Lender, in each case, as needed to effectuate the transactions permitted by this Agreement and agrees that the Administrative Agent may take such actions on its behalf as is contemplated by the terms of such applicable Security Instrument. Without limiting the provisions of Sections 11.02 and 12.03, each Lender hereby consents to the Administrative Agent and any successor serving in such capacity and agrees not to assert any claim (including as a result of any conflict of interest) against the Administrative Agent, or any such successor, arising from the role of the Administrative Agent or such successor under the Loan Documents so long as it is either acting in accordance with the terms of such documents and otherwise has not engaged in gross negligence or willful misconduct.

Section 11.02 Duties and Obligations of Administrative Agent. The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing (the use of the term "agent" herein and in the other Loan Documents 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; rather, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties), (b) the Administrative Agent shall have no duty to take any discretionary action or exercise any discretionary powers, except as provided in Section 11.03, and (c) except as expressly set forth herein, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any Group Member that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Administrative Agent by the Borrower or a Lender, and shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or under any other Loan Document or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or in any other Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, (v) the satisfaction of any condition set forth in Article VI or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent or as to those conditions precedent expressly required to be to the Administrative Agent's satisfaction, (vi) the existence, value, perfection or priority of any collateral security or the financial or other condition of the Borrower and the other Group Members or any other obligor or guarantor, or (vii) 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. For purposes of determining compliance with the conditions specified in Article VI, each Lender shall be deemed to have consented to, approved or accepted or 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 closing date specifying its objection thereto. No Person identified as Arranger, Syndication Agent or Documentation Agent, in each case, in its capacity as such, shall have any responsibilities or duties, or incur any liability, under this Agreement or the other Loan Documents.

Section 11.03 Action by Administrative Agent. The Administrative Agent shall have no 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 in writing as directed by the Majority Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02) and 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, (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02) 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 or Event of Default has occurred and is continuing, then the Administrative Agent shall take such action with respect to such Default or Event of Default as shall be directed by the requisite Lenders in the written instructions (with indemnities) described in this Section 11.03, 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 or Event of 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 (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02), and otherwise the Administrative Agent 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.

Section 11.04 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 believed by it to be genuine and to have been signed or sent 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 be made by the proper Person, and shall not incur any liability for relying thereon and each of the Borrower, the Lenders and the Issuing Bank(s) hereby waives the right to dispute the Administrative Agent's record of such statement, except in the case of gross negligence or willful misconduct by the Administrative Agent. 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 11.05 Subagents. The Administrative Agent may perform any and all its duties and exercise its rights and powers 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 its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding Sections of this Article XI 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.

Section 11.06 Resignation or Removal of Administrative Agent. The Administrative Agent may resign at any time by notifying the Lenders, the Issuing Bank(s) and the Borrower. Upon any such resignation, the Majority Lenders shall have the right, in consultation with the Borrower, to appoint from among the Lenders a successor. If no 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, then the retiring Administrative Agent may, on behalf of the Lenders and the Issuing Bank(s), appoint a qualified financial institution as successor Administrative Agent. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. 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 Administrative Agent's resignation hereunder, the provisions of this Article XI and Section 12.03 shall continue in effect for the benefit of such retiring 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 it was acting as Administrative Agent.

Section 11.07 Administrative Agent as a Lender. The bank 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 such bank and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if it were not the Administrative Agent hereunder.

Section 11.08 No Reliance. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent, any arranger of this Agreement or any amendment thereto or any other Lender and their respective 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 and each other Loan Document to which it is a party. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent, any arranger of this Agreement or any amendment thereto or any other Lender and their respective 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, any related agreement or any document furnished hereunder or thereunder. The Agents shall not be required to keep themselves informed as to the performance or observance by, the Borrower or any of the other Group Members of this Agreement, the Loan Documents or any other document referred to or provided for 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 the Arrangers 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 Group Member (or any of their Affiliates) which may come into the possession of such Agent, the Arrangers or any of their Affiliates. In this regard, each Lender acknowledges that Simpson Thacher & Bartlett LLP is 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 11.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Borrower or any of the other Loan Parties, the Administrative Agent (irrespective of whether the principal of any Loan or LC Disbursement 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, 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 Loans, LC Disbursements and all other Secured 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, the Issuing Bank 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 Section 12.03) 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 Section 3.05 and Section 12.03.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Secured Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 11.10 Authority of Administrative Agent to Release Collateral and Liens. The Lenders, each Issuing Bank and each other Secured Party:

(a) irrevocably authorize the Administrative Agent to comply with the provisions of Section 12.18 (without requirement of notice to or consent of any Person except as expressly required by Section 12.02(b)); and

(b) authorize the Administrative Agent to execute and deliver to the Loan Parties, any and all releases of Liens, termination statements, assignments or other documents as reasonably requested by such Loan Party in connection with any sale or other Disposition of Property to the extent such sale or other Disposition is permitted by the terms of Section 9.11 or is otherwise authorized by the terms of 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 Guarantee and Collateral Agreement pursuant to this Section 11.10 or Section 12.18.

Section 11.11 Duties of the Arranger . The Arranger shall not have any duties, responsibilities or liabilities under this Agreement and the other Loan Documents other than duties, responsibilities and liabilities in its capacity as Lenders hereunder.

ARTICLE XII
MISCELLANEOUS

Section 12.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone and subject to Section 12.01(b), 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 or sent by fax or by electronic mail (with read-receipt or similar feature enabled), as follows:

(i) if to the Borrower, to it at 1100 Corporate Drive, Birmingham, AL 35242, Attention of: Rusty Hutson (Telephone No. (205) 379-0206 and email rhutson@dgoc.com);

(ii) if to the Administrative Agent, to it at 600 Travis Street, Suite 3100, Houston, TX 77002, Attention of: George McKean (Fax No. (216) 370-5779, Telephone No. (713) 221-6187 and email George.mckean@key.com);

(iii) if to the Issuing Bank, to KeyBank National Association, to it at 600 Travis Street, Suite 3100, Houston, TX 77002, Attention of: George McKean (Fax No. (216) 370-5779, Telephone No. (713) 221-6187 and email George.mckean@key.com);

(iv) if to the Swing Line Lender, to KeyBank National Association, to it at 600 Travis Street, Suite 3100, Houston, TX 77002, Attention of: George McKean (Fax No. (216) 370-5779, Telephone No. (713) 221-6187 and email George.mckean@key.com); and

(v) if to any other Lender or Issuing Bank, to it at its address (or fax number) set forth in its Administrative Questionnaire.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Article II, Article III, Article IV and Article V unless otherwise agreed by the Administrative Agent and the applicable Lender. 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.

(c) Any party hereto may change its address or fax number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

Section 12.02 Waivers; Amendments.

(a) No failure on the part of the Administrative Agent, any Issuing Bank or any Lender to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege, or any abandonment or discontinuance of steps to enforce such right, power or privilege, under any of the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under any of the Loan Documents preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the Administrative Agent, any Issuing Bank and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by Section 12.02(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default or Event of Default at the time.

(b) Neither this Agreement nor any provision hereof nor any Loan Document nor any provision thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into (x) by the Borrower and/or the other applicable Loan Parties and the Majority Lenders or (y) by the Borrower and/or the other applicable Loan Parties and the Administrative Agent with the consent of the Majority Lenders; provided that no such agreement shall:

(i) increase the Maximum Credit Amount of any Lender without the written consent of such Lender,

(ii) increase the Borrowing Base without the written consent of each Lender (other than any Defaulting Lender), or decrease or maintain the Borrowing Base without the consent of the Required Lenders; provided that a Scheduled Redetermination and the delivery of a Reserve Report may be postponed by the Majority Lenders; provided further that it is understood that any waiver (or amendment or modification that would have the effect of a waiver) of the right of the Required Lenders to adjust (through a reduction of) the Borrowing Base or the amount of such adjustment in the form of a reduction to the Borrowing Base pursuant to the Borrowing Base Adjustment Provisions in connection with the occurrence of a relevant event giving rise to such right shall require the consent of the Required Lenders,

(iii) reduce the principal amount of any Loan or LC Disbursement or reduce the stated rate of interest thereon, or reduce any fees payable hereunder, or reduce any other Secured Obligations hereunder or under any other Loan Document, without the written consent of each Lender directly and adversely affected thereby (except in connection with any amendment or waiver of the applicability of any post-default increase in interest rates, which shall be effective with the consent of Majority Lenders),

(iv) postpone the scheduled date of (A) payment or prepayment of the principal amount of any Loan or LC Disbursement, (B) any interest thereon, or (C) any fees payable hereunder, or any other Secured Obligations hereunder or under any other Loan Document, or reduce the amount of, waive or excuse any such payment, or postpone the Termination Date without the written consent of each Lender directly and adversely affected thereby,

(v) change Section 4.01(b) or Section 4.01(c) in a manner that would alter the *pro rata* sharing of payments required thereby, without the written consent of each Lender directly and adversely affected thereby,

(vi) waive or amend Section 10.02(d) without the written consent of each directly and adversely affected Lender; provided that any waiver or amendment to Section 10.02(d) or to this proviso in this Section 12.02(b)(vi), or any amendment or modification to any Security Instrument that results in the Secured Swap Agreement secured by such Security Instrument no longer being secured thereby on an equal and ratable basis with the principal of the Loans, or any amendment or other change to the definition of the terms "Secured Swap Agreement," or "Secured Swap Provider," which would result in an equivalent effect shall also require the written consent of each Secured Swap Provider adversely affected thereby,

(vii) release any Guarantor (other than as a result of a transaction permitted hereby), release all or substantially all of the collateral (other than as provided in Section 11.10), without the written consent of each directly and adversely affected Lender (other than any Defaulting Lender), or

(viii) change any of the provisions of this Section 12.02(b) or the definitions of "Majority Lenders" or "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or under any other Loan Documents or grant any consent hereunder or any other Loan Documents, without the written consent of each directly and adversely affected Lender; provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent, the Swing Line Lender or any Issuing Bank hereunder or under any other Loan Document without the prior written consent of the Administrative Agent, the Swing Line Lender or Issuing Bank, as the case may be. Notwithstanding the foregoing, any supplement to any Schedule shall be effective simply by delivering to the Administrative Agent a supplemental schedule clearly marked as such and, upon receipt, the Administrative Agent will promptly deliver a copy thereof to the Lenders.

(c) Notwithstanding anything to the contrary contained in the Loan Documents, the Administrative Agent and the Borrower, may amend, modify or supplement any Loan Document without the consent of any Lender in order to (i) correct, amend, cure or resolve any ambiguity, omission, defect, typographical error, inconsistency or other manifest error therein, (ii) add a guarantor or collateral or otherwise enhance the rights and benefits of the Lenders, (iii) make administrative or operational changes not adverse to any Lender or (iv) adhere to any local Governmental Requirement or advice of local counsel.

(d) Notwithstanding anything to the contrary contained in any Loan Documents, the Commitment of any Defaulting Lender may not be increased without its consent (it being understood, for avoidance of doubt, that no Defaulting Lender shall have any right to approve or disapprove any increase, decrease or reaffirmation of the Borrowing Base) and the Administrative Agent may with the consent of the Borrower amend, modify or supplement the Loan Documents to effectuate an increase to the Borrowing Base where such Defaulting Lender does not consent to an increase to its Commitment, including not increasing the Borrowing Base by the portion thereof applicable to the Defaulting Lender.

Section 12.03 Expenses, Indemnity; Damage Waiver.

(a) The Borrower shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and its Affiliates (without duplication), including the reasonable fees, charges and disbursements of counsel and other outside consultants for the Administrative Agent (provided that counsel shall be limited to (x) one (1) counsel to such Persons, taken as a whole, one (1) local counsel in each relevant jurisdiction and one (1) regulatory counsel to all such Persons with respect to a relevant regulatory matter, taken as a whole, (y), solely in the event of a conflict of interest, one (1) additional counsel (and, if necessary, one (1) regulatory counsel and one (1) local counsel in each relevant jurisdiction or for each matter) to each group of similarly situated affected indemnified persons and (z) other counsel consented to by the Borrower (such consent not to be unreasonably withheld, delayed or conditioned)), the reasonable travel, photocopy, mailing, courier, telephone and other similar expenses, and the cost of environmental invasive and non-invasive assessments and audits and surveys and appraisals, in connection with the syndication of this Agreement, the preparation, negotiation, execution, delivery and administration (both before and after the execution hereof and including advice of counsel to the Administrative Agent as to the rights and duties of the Administrative Agent and the Lenders with respect thereto) of this Agreement and the other Loan Documents and any amendments, modifications or waivers of or consents related to the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all documented costs, expenses, and Other Taxes, assessments and other charges incurred by the Administrative Agent or any Lender in connection with any filing, registration, recording or perfection of any security interest contemplated by this Agreement or any Security Instrument or any other document referred to therein or conducting of title reviews, mortgage matches and collateral reviews, (iii) all reasonable and documented out-of-pocket expenses incurred by the Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, (iv) all documented out-of-pocket expenses incurred by the Administrative Agent, the Swing Line Lender, the Issuing Bank or any Lender, including the fees, charges and disbursements of any counsel for the Administrative Agent, the Swing Line Lender, the Issuing Bank or any Lender, in connection with the enforcement or protection of its rights in connection with this Agreement or any other Loan Document, including its rights under this Section 12.03, or in connection with the Loans made or Letters of Credit issued hereunder, including all such documented out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) The Borrower shall and shall cause each Loan Party to indemnify the Administrative Agent, the Arranger, the Swing Line Lender, the Issuing Bank and each Lender, and each Related Party of any of the foregoing persons (each such person being called an "Indemnitee") against, and defend and hold each Indemnitee harmless from, any and all losses, claims, damages, penalties, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee (provided that counsel shall be limited to (x) one (1) counsel to such Indemnitees, taken as a whole, one (1) local counsel in each relevant jurisdiction and one (1) regulatory counsel to all such Indemnitees with respect to a relevant regulatory matter, taken as a whole, (y), solely in the event of a conflict of interest, one (1) additional counsel (and, if necessary, one (1) regulatory counsel and one (1) local counsel in each relevant jurisdiction or for each matter) to each group of similarly situated affected Indemnitees and (z) other counsel consented to by the Borrower (such consent not to be unreasonably withheld, delayed or conditioned)), incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of, and any enforcement against the Borrower or any other Group Member of any rights under this Agreement or any other Loan Document or any Agreement or instrument contemplated hereby or thereby, (ii) the performance by the parties hereto or the parties to any other Loan Document of their respective obligations hereunder or thereunder of the consummation of the transactions contemplated hereby or by any other Loan Document, (iii) the failure of the Borrower or any other Group Member to comply with the terms of any Loan Document, including this Agreement, or with any Governmental Requirement, (iv) any inaccuracy of any representation or any breach of any warranty or covenant of the Borrower or any other Group Members set forth in any of the Loan Documents or any instruments, documents or certifications delivered in connection therewith, (v) any loan or Letter of Credit or the use of the proceeds therefrom, including (A) any refusal by an Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not comply with the terms of such Letter of Credit, or (B) the payment of a drawing under any Letter of Credit notwithstanding the non-compliance, non-delivery or other improper presentation of the documents presented in connection therewith, (vi) any other aspect of the Loan Documents, (vii) the operations of the business of the Borrower or any other Group Member by such persons, (viii) any assertion that the Lenders were not entitled to receive the proceeds received pursuant to the Security Instruments, (ix) any actual or alleged presence or release of Hazardous Materials or any liability under Environmental Law related to the Borrower or any other Group Member, (x) the past ownership by the Borrower or any other Group Member of any of their Properties or past activity on any of their Properties which, though lawful and fully permissible at the time, could result in present liability or (xi) 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 any Loan Party, and regardless of whether any Indemnitee is a party thereto, and such indemnity shall extend to each Indemnitee **notwithstanding the sole or concurrent negligence of every kind or character whatsoever, whether active or passive, whether an affirmative act or an omission, including all types of negligent conduct identified in the restatement (second) of torts of one or more of the Indemnitees or by reason of strict liability imposed without fault on any one or more of the Indemnitees including ordinary negligence**; 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 directly resulted from (A) the gross negligence, willful misconduct or bad faith of such Indemnitee, (B) a material breach by such Indemnitee of its obligations under this Agreement at a time when the Borrower has not breached its obligations hereunder in any material respect or (C) a dispute solely among Indemnitees (other than a proceeding against any Indemnitee in its capacity or in fulfilling its role as Arranger, Administrative Agent, Lender or any other similar role in connection with this Agreement) not arising out of any act or omission on the part of the Borrower or its affiliates. Without limiting the foregoing, and to the extent permitted by applicable law, the Borrower shall not, and shall cause each Group Member not to, assert and hereby waives and agrees to cause each Group Member to waive, all rights for contribution or any other rights of recovery with respect to all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature, under or related to Environmental Laws, that any of them may have by statute or otherwise against any Indemnitee. No Indemnitee shall be liable for any damages arising from the use by others of any information or other materials obtained through IntraLinks or other similar information transmission systems in connection with this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof whether occurring on, prior to or after the Closing Date. This Section 12.03(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent, the Arranger, the Swing Line Lender or the Issuing Bank under Section 12.03(a) or Section 12.03(b), each Lender severally agrees to pay to the Administrative Agent, the Arranger or the Issuing Bank, as the case may be, such Lender's Applicable Percentage (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, the Arranger or the Issuing Bank in its capacity as such.

(d) To the extent permitted by applicable law, no party hereto shall, and the Borrower shall cause each Group Member not to, assert, and hereby waives, and the Borrower agrees to cause each Group Member to waive, any claim against any other party hereto and 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 or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof whether occurring on, prior to or after the Closing Date; provided that, nothing in this Section 12.03(d) shall relieve (i) the Borrower of any obligation it may have to indemnify an Indemnitee against special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party or (ii) any Lender of its obligations under Section 12.03(c).

(e) All amounts due under this Section 12.03 shall be payable not later than 10 Business Days after written demand therefor.

Section 12.04 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 12.04. 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 (including any Affiliate of any Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in Section 12.04(c)) and, to the extent expressly contemplated herein, the Related Parties of each of the Administrative Agent, any Issuing Bank, the Lenders and the other Secured Parties) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in Section 12.04(b)(ii), any Lender may assign to one or more assignees (each, an "Assignee") all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of:

(A) the Borrower; provided that no consent of the Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund, or, if an Event of Default has occurred and is continuing, to any Assignee; and

(B) the Administrative Agent, the Swing Line Lender and each Issuing Bank; provided that no consent of the Administrative Agent, the Swing Line Lender or any Issuing Bank shall be required for an assignment to a Lender or an Affiliate of a Lender.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans, the amount of the Commitment or Loans 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) shall not be less than $5,000,000 (and shall be in increments of $1,000,000 in excess thereof) unless each of the Borrower and the Administrative Agent otherwise consent, provided that no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing;

(B) 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;

(C) 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 and the assignor shall have paid (or another Person shall have paid on its behalf) in full any amounts owing by it to the Administrative Agent and any Issuing Bank;

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire; and

(E) the assignee must not be a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person), a Defaulting Lender, an Affiliate or a Subsidiary of the Borrower or any other Loan Party.

(iii) Subject to Section 12.04(b)(iv) and the acceptance and recording thereof, from and after the effective date specified in each Assignment and Assumption, the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning 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 Section 5.01, Section 5.02, Section 5.03 and Section 12.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 12.04 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 Section 12.04(c).

(iv) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Maximum Credit Amount of, and principal amount of (and stated interest on) the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent, the Issuing Bank(s) and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, any Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice. In connection with any changes to the Register, if necessary, the Administrative Agent will reflect the revisions on Annex I and, at its election, forward a copy of such revised Annex I to the Borrower, each Issuing Bank and each Lender.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Assignee, the Assignee's completed Administrative Questionnaire and, as required by Section 5.03(g), applicable tax forms or certifications (taking into account whether the Assignee shall already be a Lender hereunder and shall have provided the required tax forms and certifications), the processing and recordation fee referred to in this Section 12.04(b) and any written consent to such assignment required by this Section 12.04(b), the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this Section 12.04(b).

(c) Any Lender may, without the consent of the Borrower, the Administrative Agent, the Swing Line Lender or the Issuing Bank, sell participations to one or more banks or other entities (other than the Borrower, any Affiliate of the Borrower, any natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person)) (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the Borrower, the Administrative Agent, the Issuing Bank 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 and (iv) such Lender shall continue to give prompt attention to and process (including, if required, through discussions with Participants) requests for waivers or amendments hereunder. 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 Participant may have consent rights with respect to any amendment, modification or waiver described in clauses (i), (iii), (iv), (v), (vi) and (vii) of the proviso to Section 12.02(b) that affects such Participant and for which such Lender would have consent rights. In addition such agreement must provide that the Participant be bound by the provisions of Section 12.03. The Borrower agrees that each Participant shall be entitled to the benefits of Section 5.01, Section 5.02 and Section 5.03 (subject to the requirements and limitations therein, including the requirements under Section 5.03(g) (it being understood that the documentation required under Section 5.03(g) 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 12.04; provided that such Participant (A) agrees to be subject to the provisions of Section 5.02 and Section 5.03 as if it were an assignee under paragraph (b) of this Section 12.04 and (B) shall not be entitled to receive any greater payment under Section 5.02 or Section 5.03, 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 an adoption of or any change in any law or in the interpretation or application thereof or compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority made subsequent to the date hereof that occurs after the Participant acquired the applicable participation. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 12.08 as though it were a Lender, provided such Participant agrees to be subject to Section 4.01(c) as though it were a Lender. Each Lender that sells a participation, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain a register on which it enters the name and address of each Participant and the principal amounts of (and stated interest on) each Participant's interest in the Loans 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 to any Person (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) 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, proposed Section 1.163-5 of the United States Treasury Regulations and any applicable temporary, final or other successor 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.

(d) 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 central bank having jurisdiction over such Lender, and this Section 12.04(d) shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto. The Borrower, upon receipt of written notice from the relevant Lender, agrees to issues Notes to any Lender requiring Notes to facilitate transactions described in this Section 12.04(d) in accordance with Section 2.02(d) or as the Borrower may otherwise consent (such consent not to be unreasonably withheld or delayed).

(e) Notwithstanding any other provisions of this Section 12.04, no transfer or assignment of the interests or obligations of any Lender or any grant of participations therein shall be permitted if such transfer, assignment or grant would require the Borrower and the other Loan Parties to file a registration statement with the SEC or to qualify the Loans under the "Blue Sky" laws of any state.

Section 12.05 Survival; Revival; Reinstatement.

(a) All covenants, agreements, representations and warranties made by the Loan Parties herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the other Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect until Payment in Full. The provisions of Section 5.01, Section 5.02, Section 5.03 and Section 12.03 and Article XI shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement, any other Loan Document or any provision hereof or thereof.

(b) To the extent that any payments on the Secured 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 Secured 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 any action as may be reasonably requested by the Administrative Agent and the Lenders to effect such reinstatement.

Section 12.06 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

(b) This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and thereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof. **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES HERETO AND THERETO 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.**

(c) Except as provided in Section 6.01, 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 which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by electronic communication shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 12.07 Severability. Any provision of this Agreement or any other Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof or thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 12.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations (of whatsoever kind, including obligations under Swap Agreements) at any time owing by such Lender or Affiliate to or for the credit or the account of the Borrower or any other Group Member against any of and all the obligations of the Borrower or any other Group Member owed to such Lender now or hereafter existing under this Agreement or any other Loan Document, irrespective of whether or not such Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations may be unmatured; provided that to the extent prohibited by applicable law as described in the definition of "Excluded Swap Obligation," no amounts received from, or set off with respect to, any Guarantor shall be applied to any Excluded Swap Obligations of such Guarantor. The rights of each Lender under this Section 12.08 are in addition to other rights and remedies (including other rights of setoff) which such Lender or its Affiliates may have; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 10.02(c) 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, Issuing Bank(s) and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Secured Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, Issuing Bank(s) and their respective Affiliates under this Section 12.08 are in addition to other rights and remedies (including other rights of setoff) that such Lender, Issuing Bank(s) or their respective Affiliates may have. Each Lender and Issuing Bank agrees 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 12.09 GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS; WAIVER OF JURY TRIAL.

(a) THIS AGREEMENT, THE NOTES AND THE LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS (AND THE BORROWER SHALL CAUSE EACH GROUP MEMBER TO SUBMIT) FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS TO WHICH IT IS A PARTY, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT; PROVIDED, THAT NOTHING CONTAINED HEREIN OR IN ANY OTHER LOAN DOCUMENT WILL PREVENT ANY PARTY FROM BRINGING ANY ACTION TO ENFORCE ANY AWARD OR JUDGMENT OR EXERCISE ANY RIGHT UNDER THE LOAN DOCUMENTS IN ANY OTHER FORUM IN WHICH JURISDICTION CAN BE ESTABLISHED. EACH OF THE PARTIES HERETO 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. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM *NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS.

(c) EACH PARTY HEREBY (i) IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN; (ii) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES; (iii) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OF COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS, AND (iv) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 12.09.

(d) EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT (I) SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO THE BORROWER AT ITS ADDRESS SET FORTH IN SECTION 12.01 OR AT SUCH OTHER ADDRESS OF WHICH THE ADMINISTRATIVE AGENT SHALL HAVE BEEN NOTIFIED PURSUANT THERETO AND (II) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 12.10 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 12.11 Confidentiality. Each of the Administrative Agent and each Lender agrees to keep confidential all non-public information provided to it by any Loan Party, the Administrative Agent or any Lender pursuant to or in connection with this Agreement that is designated by the provider thereof as confidential; provided that nothing herein shall prevent the Administrative Agent or any Lender from disclosing any such information (a) to the Administrative Agent, any other Lender or any affiliate thereof, (b) subject to an agreement to comply with the provisions of this Section 12.11, to any actual or prospective Transferee or any direct or indirect counterparty to any Swap Agreement (or any professional advisor to such counterparty), (c) to its employees, directors, agents, attorneys, accountants and other professional advisors or those of any of its affiliates, (d) upon the request or demand of any Governmental Authority, (e) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Governmental Requirement, (f) if requested or required to do so in connection with any litigation or similar proceeding, (g) that has been publicly disclosed, (h) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender, (i) in connection with the exercise of any remedy hereunder or under any other Loan Document, (j) to the extent such Information (i) becomes publically available other than as a result of a breach of this Section 12.11 or (ii) becomes available to the Administrative Agent, the Issuing Bank or any Lender on a nonconfidential basis from a source other than the Borrower or (k) if agreed by the Borrower in its sole discretion by any other Person. "Information" means all written information received from the Borrower relating to the Borrower, any Subsidiary or their business, other than any such information that is available to the Administrative Agent, any Issuing Bank or any Lender on a non-confidential basis prior to disclosure by the Borrower and other than information pertaining to this Agreement routinely provided by arrangers to data service providers, including league table providers, that serve the lending industry; provided that in the case of information received from the Borrower after the date hereof, 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 12.11 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.

Each Lender acknowledges that information furnished to it pursuant to this Agreement or the other Loan Documents may include material non-public information concerning the Borrower and its Affiliates and their related parties or their respective securities, and confirms that it has developed compliance procedures regarding the use of material non-public information and that it will handle such material non-public information in accordance with those procedures and applicable law, including Federal and state securities laws.

All information, including requests for waivers and amendments, furnished by the Borrower or the Administrative Agent pursuant to, or in the course of administering, this Agreement or the other Loan Documents will be syndicate-level information, which may contain material non-public information about the Borrower and its Affiliates and their related parties or their respective securities. Accordingly, each Lender represents to the Borrower and the Administrative Agent that it has identified in its Administrative Questionnaire a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law, including Federal and state securities laws.

Section 12.12 Interest Rate Limitation. It is the intention of the parties hereto that each Lender shall conform strictly to usury laws applicable to it. Accordingly, if the transactions contemplated hereby would be usurious as to any Lender under laws applicable to it (including the laws of the United States of America and the State of Texas or any other jurisdiction whose laws may be mandatorily applicable to such Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in any of the Loan Documents or any agreement entered into in connection with or as security for the Notes and other Secured Obligations arising under the Loan Documents, it is agreed as follows: (a) the aggregate of all consideration which constitutes interest under law applicable to any Lender that is contracted for, taken, reserved, charged or received by such Lender under any of the Loan Documents or agreements or otherwise in connection with the Loans or Notes shall under no circumstances exceed the maximum amount allowed by such applicable law, and any excess shall be canceled automatically and if theretofore paid shall be credited by such Lender on the principal amount of the Secured Obligations (or, to the extent that the principal amount of the Secured Obligations shall have been or would thereby be paid in full, refunded by such Lender to the Borrower); and (b) in the event that the maturity of the Loans or Notes is accelerated by reason of an election of the holder thereof resulting from any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to any Lender may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall be canceled automatically by such Lender as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited by such Lender on the principal amount of the Secured Obligations (or, to the extent that the principal amount of the Secured Obligations shall have been or would thereby be paid in full, refunded by such Lender to the Borrower). All sums paid or agreed to be paid to any Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to such Lender, be amortized, prorated, allocated and spread throughout the stated term of the Loans until payment in full so that the rate or amount of interest on account of any Loans hereunder does not exceed the maximum amount allowed by such applicable law. If at any time and from time to time (i) the amount of interest payable to any Lender on any date shall be computed at the Highest Lawful Rate applicable to such Lender pursuant to this Section 12.12 and (ii) in respect of any subsequent interest computation period the amount of interest otherwise payable to such Lender would be less than the amount of interest payable to such Lender computed at the Highest Lawful Rate applicable to such Lender, then the amount of interest payable to such Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to such Lender until the total amount of interest payable to such Lender shall equal the total amount of interest which would have been payable to such Lender if the total amount of interest had been computed without giving effect to this Section 12.12. To the extent that Chapter 303 of the Texas Finance Code is relevant for the purpose of determining the Highest Lawful Rate applicable to a Lender, such Lender elects to determine the applicable rate ceiling under such Chapter by the weekly ceiling from time to time in effect. Chapter 346 of the Texas Finance Code does not apply to the Borrower's obligations hereunder.

Section 12.13 Collateral Matters; Swap Agreements. The benefit of the Security Instruments and of the provisions of this Agreement relating to any collateral securing the Secured Obligations shall also extend to and be available to the Secured Swap Providers in respect of the Secured Swap Agreements as set forth herein. Except as set forth in Section 12.02(b)(vi), no Lender or any Affiliate of a Lender shall have any voting rights under any Loan Document as a result of the existence of obligations owed to it under any such Swap Agreements.

Section 12.14 No Third Party Beneficiaries. This Agreement, the other Loan Documents, and the agreement of the Lenders to make Loans and any Issuing Bank to issue, amend, renew or extend Letters of Credit hereunder are solely for the benefit of the Borrower, and no other Person (including any other Loan Party of the Borrower, any obligor, contractor, subcontractor, supplier or materialsman) shall have any rights, claims, remedies or privileges hereunder or under any other Loan Document against the Administrative Agent, any Issuing Bank or any Lender for any reason whatsoever. There are no third party beneficiaries.

Section 12.15 EXCULPATION PROVISIONS. Each of the parties hereto hereby acknowledges and agrees that (a) no fiduciary, advisory or agency relationship between the Loan Parties and the Lending Parties is intended to be or has been created in respect of any of the transactions contemplated by this Agreement or the other Loan Documents, irrespective of whether the Lending Parties have advised or are advising the Loan Parties on other matters, and the relationship between the Lending Parties, on the one hand, and the Loan Parties, on the other hand, in connection herewith and therewith is solely that of creditor and debtor, (b) the Lending Parties, on the one hand, and the Loan Parties, on the other hand, have an arm's length business relationship that does not directly or indirectly give rise to, nor do the Loan Parties rely on, any fiduciary duty to the Loan Parties or their affiliates on the part of the Lending Parties, (c) the Loan Parties are capable of evaluating and understanding, and the Loan Parties understand and accept, the terms, risks and conditions of the transactions contemplated by this Agreement and the other Loan Documents, (d) the Loan Parties have been advised that the Lending Parties are engaged in a broad range of transactions that may involve interests that differ from the Loan Parties' interests and that the Lending Parties have no obligation to disclose such interests and transactions to the Loan Parties, (e) the Loan Parties have consulted their own legal, accounting, regulatory and tax advisors to the extent the Loan Parties have deemed appropriate in the negotiation, execution and delivery of this Agreement and the other Loan Documents, (f) each Lending Party has been, is, and will be acting solely as a principal and, except as otherwise expressly agreed in writing by it and the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Loan Parties, any of their affiliates or any other Person, (g) none of the Lending Parties has any obligation to the Loan Parties or their affiliates with respect to the transactions contemplated by this Agreement or the other Loan Documents except those obligations expressly set forth herein or therein or in any other express writing executed and delivered by such Lending Party and the Loan Parties or any such affiliate and (h) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lending Parties or among the Loan Parties and the Lending Parties. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS."

Section 12.16 Patriot Act Notice. Each Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), it is required to obtain, verify and record information that identifies the Borrower and other Loan Parties, which information includes the name and address of the Borrower and other Loan Parties and other information that will allow such Lender to identify the Borrower and other Loan Parties in accordance with the Patriot Act.

Section 12.17 Flood Insurance Provisions. 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.

Section 12.18 Releases.

(a) Release Upon Payment in Full. Upon Payment in Full, the Administrative Agent, at the written request and expense of the Borrower, will promptly release, reassign and transfer the Mortgaged Property to the Loan Parties.

(b) Further Assurances. If any of the Mortgaged Property shall be sold, transferred or otherwise disposed of by any Group Member in a transaction permitted by the Loan Documents and such Mortgaged Property shall no longer constitute or be required to be Mortgaged Property under the Loan Documents, then the Administrative Agent, at the request and sole expense of the Borrower and the applicable Group Member, shall promptly execute and deliver to such Group Member all releases or other documents reasonably necessary or desirable for the release of the Liens created by the applicable Security Instrument on such Mortgaged Property; provided that the Borrower shall have delivered to the Administrative Agent, at least five (5) Business Days prior to the date of the proposed release (or such other time period as the Administrative Agent may agree), a written request for release identifying the relevant Group Member, together with a certification by the Borrower stating (x) that such transaction is in compliance with this Agreement and the other Loan Documents (y) the Borrower has complied with its obligations under Section 8.01(n)(i), if applicable and (z) no Mortgaged Property other than the Mortgaged Property required to be released is being released. At the request and sole expense of the Borrower, a Group Member shall be released from its obligations under the Loan Documents in the event that all the capital stock or other Equity Interests of such Group Member shall be sold, transferred or otherwise disposed of in a transaction permitted by the Loan Documents and such Equity Interests shall no longer constitute or be required to be Mortgaged Property under the Loan Documents; provided that the Borrower shall have delivered to the Administrative Agent, at least five (5) Business Days prior to the date of the proposed release (or such other time period as the Administrative Agent may agree), a written request for release identifying the relevant Group Member, together with a certification by the Borrower stating (x) that such transaction is in compliance with this Agreement and the other Loan Documents and the Borrower has complied with its obligations under Section 8.01(n)(i), if applicable, and (y) no Mortgaged Property other than the Mortgaged Property required to be released is being released.

Section 12.19 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 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) conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent entity, 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.

[SIGNATURES BEGIN NEXT PAGE]

The parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BORROWER:

DIVERSIFIED GAS & OIL CORPORATION,
a Delaware corporation

By: /s/ Robert R. Huston, Jr.
Name: Robert R. Huston, Jr.
Title: Chief Executive Officer

KEYBANK NATIONAL ASSOCIATION, as Joint Lead Arranger, Joint Bookrunner and Administrative Agent and a Lender

By: /s/ David Bornstein
Name: David Bornstein
Title: Senior Vice President

THE HUNTINGTON NATIONAL BANK, as Joint Lead Arranger, Joint Bookrunner, Syndication Agent, and a Lender

By: /s/ Margaret Niekrash
Name: Margaret Niekrash
Title: SVP

CITIZENS BANK, N.A., as Joint Lead Arranger, Joint Bookrunner, Syndication Agent and a Lender

By: /s/ Hernando Garcia
Name: Hernando Garcia
Title: Director

BRANCH BANKING AND TRUST COMPANY, as Joint Lead Arranger, Joint Bookrunner, Syndication Agent, and a Lender

By: /s/ Robert Kret
Name: Robert Kret
Title: VP

ROYAL BANK OF CANADA, as Joint Lead Arranger, Joint Bookrunner, Syndication Agent, and a Lender

By: /s/ Emilee Scott
Name: Emilee Scott
Title: Authorized Signatory

ING CAPITAL LLC, as Documentation Agent and as a Lender

By: /s/ Josh Strong
Name: Josh Strong
Title: Director

By: /s/ Scott Lamoreaux
Name: Scott Lamoreaux
Title: Director

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as Documentation Agent and as a Lender

By: /s/ Donovan C. Broussard
Name: Donovan C. Broussard
Title: Authorized Signatory

By: /s/ Megan Larson
Name: Megan Larson
Title: Authorized Signatory

U. S. BANK NATIONAL ASSOCIATION, as a Documentation Agent and as a Lender

By: /s/ Nicholas T. Hanford
Name: Nicholas T. Hanford
Title: Vice President

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as a Lender

By: /s/ Michael Willis
Name: Michael Willis
Title: Managing Director

By: /s/ Joseph Cariello
Name: Joseph Cariello
Title: Director

IBERIABANK, as a Lender

By: /s/ Blakely Norris
Name: Blakely Norris
Title: Vice President

CIT BANK, N.A., as a Lender

By: /s/ Katya Evseev
Name: Katya Evseev
Title: Director

FIRST TENNESSEE BANK NA, as a Lender

By: /s/ John B. Lane
Name: John B. Lane
Title: Executive Vice President

ANNEX I
LIST OF MAXIMUM CREDIT AMOUNTS

[**Omitted**]

ANNEX I

EXHIBIT A

[FORM OF] NOTE

[**Omitted**]

EXHIBIT B

[FORM OF] BORROWING REQUEST

[**Omitted**]

EXHIBIT C

[FORM OF] INTEREST ELECTION REQUEST

[**Omitted**]

EXHIBIT D

[FORM OF]

COMPLIANCE CERTIFICATE

[**Omitted**]

Exhibit A

Financial Statements

[**Omitted**]

ANNEX A

[**Omitted**]

ANNEX B

Subsidiaries Not Loan Parties

[**Omitted**]

EXHIBIT E

[FORM OF] SOLVENCY CERTIFICATE

[**Omitted**]

EXHIBIT F

SECURITY INSTRUMENTS

[**Omitted**]

EXHIBIT G

[FORM OF] ASSIGNMENT AND ASSUMPTION

[**Omitted**]

EXHIBIT H-1

[FORM OF] U.S. TAX COMPLIANCE CERTIFICATE
(NON-U.S. LENDERS; NON-PARTNERSHIPS)

[**Omitted**]

EXHIBIT H-2

[FORM OF] U.S. TAX COMPLIANCE CERTIFICATE
(FOREIGN PARTICIPANTS; NOT PARTNERSHIPS)

[**Omitted**]

EXHIBIT H-3

[FORM OF] U.S. TAX COMPLIANCE CERTIFICATE
(FOREIGN PARTICIPANTS; PARTNERSHIPS)

[**Omitted**]

EXHIBIT H-4

[FORM OF] U.S. TAX COMPLIANCE CERTIFICATE
(NON-U.S. LENDERS; PARTNERSHIPS)

[**Omitted**]

EXHIBIT I

[FORM OF] RESERVE REPORT CERTIFICATE

[**Omitted**]

Exhibit 1

Liens on Oil and Gas Properties

[**Omitted**]

Exhibit 2

Gas Imbalances, Take-or-Pay, Ship-or-Pay or Other Prepayments

[**Omitted**]

Exhibit 3

Sales of Oil and Gas Properties

[**Omitted**]

Exhibit 4

Marketing Agreements

[**Omitted**]

Exhibit 5

Oil and Gas Properties that are Mortgaged Properties

[**Omitted**]

Schedule 7.12

Insurance

[**Omitted**]

Schedule 7.14

Group Members

[**Omitted**]

Schedule 7.18

Gas Imbalances

[**Omitted**]

Schedule 7.19

Marketing Contracts

[**Omitted**]

Schedule 7.21

Swap Agreements

[**Omitted**]

Schedule 8.09(b)

Environmental Matters

[**Omitted**]

Schedule 9.02

Existing Indebtedness

[**Omitted**]

Schedule 9.03

Existing Liens

[**Omitted**]

Schedule 9.05

Investments

[**Omitted**]

Exhibit 4.4

Execution Version

FIRST AMENDMENT

TO

AMENDED, RESTATED AND CONSOLIDATED
REVOLVING CREDIT AGREEMENT

DATED AS OF APRIL 18, 2019

AMONG

DIVERSIFIED GAS & OIL CORPORATION,
AS BORROWER,

THE GUARANTORS PARTY HERETO,

KEYBANK NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT,

AND

THE LENDERS PARTY HERETO

FIRST AMENDMENT TO AMENDED, RESTATED AND CONSOLIDATED
REVOLVING CREDIT AGREEMENT

This First Amendment to Amended, Restated and Consolidated Revolving Credit Agreement (this "First Amendment") dated as of April 18, 2019, is among Diversified Gas & Oil Corporation, a Delaware corporation (the "Borrower"), each of the undersigned guarantors (the "Guarantors"), each Lender (as defined below) party hereto, and KeyBank National Association, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent").

RECITALS

A. The Borrower, the Administrative Agent and the banks and other financial institutions from time to time party thereto (together with their respective successors and assigns in such capacity, each a "Lender") have entered into that certain Amended, Restated and Consolidated Revolving Credit Agreement dated as of December 7, 2018 (as amended, restated, modified or supplemented from time to time until the date hereof, the "Credit Agreement").

B. The Borrower has requested and the Lenders and the Administrative Agent have agreed to amend certain provisions of the Credit Agreement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, to induce the Administrative Agent and the Lenders to enter into this First Amendment and in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Unless otherwise defined in this First Amendment, each capitalized term used in this First Amendment has the meaning assigned to such term in the Credit Agreement. Unless otherwise indicated, all section references in this First Amendment refer to sections of the Credit Agreement.

Section 2. Amendments to Credit Agreement.

2.1 Section 1.02. Section 1.02 is hereby amended by:

(a) amending or adding the following defined terms to read as follows:

"Agreement" means this Amended, Restated and Consolidated Revolving Credit Agreement, including the Schedules and Exhibits hereto, as amended by that certain First Amendment dated as of April 18, 2019 and as the same may be further amended, modified, supplemented, restated, replaced or otherwise modified from time to time.

"First Amendment Effective Date" means April 18, 2019.

"HG Acquisition" means the acquisition of certain Oil and Gas Properties by Alliance Petroleum Co LLC pursuant to the terms and conditions of the HG Acquisition Documents.

"HG Acquisition Documents" (a) the Purchase and Sale Agreement between HG Energy II Appalachia, LLC, as Seller, and the Borrower, as Buyer, dated March 27, 2019 as assigned by the Borrower to Alliance Petroleum Co LLC pursuant to that certain Assignment and Assumption of Purchase and Sale Agreement dated as of April 18, 2019 by and between the Borrower and Alliance Petroleum Co LLC, and (b) all bills of sale, assignments, agreements, instruments and documents executed and delivered in connection therewith, as amended.

"HG Acquisition Properties" means the Oil and Gas Properties and other properties acquired by the Borrower or any Guarantor pursuant to the HG Acquisition Documents.

(b) amending the grid in the definition of "Applicable Margin" to read as follows:

Borrowing Base Utilization Percentage	≤25%	>25% and ≤50%	>50% and ≤75%	>75% and ≤90%	>90%
Eurodollar Loans	2.00%	2.25%	2.50%	2.75%	3.00%
ABR Loans	1.00%	1.25%	1.50%	1.75%	2.00%
Commitment Fee Rate	0.375%	0.375%	0.50%	0.50%	0.50%

2.2 Amendment to Section 8.15. Section 8.15 is hereby amended by deleting such Section in its entirety and replacing it with the following:

"Section 8.15 Swap Agreements. On each April 1st and October 1st, the Loan Parties shall be party to Swap Agreements (including without limitation puts and floors) in respect of commodities the net notional volumes for which (when aggregated with other commodity Swap Agreements then in effect (other than basis differential swaps on volumes already hedged pursuant to other Swap Agreements)) equal at least:

(a) (A) 75% of the reasonably anticipated Hydrocarbon production from the Group Member's total proved developed producing reserves of crude oil as forecast based upon the most recent Reserve Report delivered pursuant to Section 8.11 for each month during the 18 month period from such April 1st and October 1st, as applicable, and (B) 50% of the reasonably anticipated Hydrocarbon production from the Group Member's total proved developed producing reserves of crude oil as forecast based upon the most recent Reserve Report delivered pursuant to Section 8.11 for each month during the 18 month period thereafter;

(b) (A) 75% of the reasonably anticipated Hydrocarbon production from the Group Member's total proved developed producing reserves of natural gas as forecast based upon the most recent Reserve Report delivered pursuant to Section 8.11 for each month during the 18 month period from such April 1st and October 1st, as applicable, and (B) 50% of the reasonably anticipated Hydrocarbon production from the Group Member's total proved developed producing reserves of natural gas as forecast based upon the most recent Reserve Report delivered pursuant to Section 8.11 for each month during the 18 month period thereafter; and

(c) 75% of the reasonably anticipated Hydrocarbon production from the Group Member's total proved developed producing reserves of natural gas liquids as forecast based upon the most recent Reserve Report delivered pursuant to Section 8.11 for each month during the 18 month period from such April 1st and October 1st, as applicable.

The amounts set forth in Sections 8.15(a), (b) and (c) being the "Minimum Required Volume".

2.3 Amendment to Article VIII. Article VIII is hereby amended by adding the following new Section 8.20:

"Section 8.20 Swap Agreements. The Minimum Required Volume for the HG Acquisition Properties shall be (i) 25% hedged within 30 days of the First Amendment Effective Date, (ii) 50% hedged within 60 days of the First Amendment Effective Date, (iii) 75% hedged within 90 days of the First Amendment Effective Date and (iv) 100% hedged within 120 days of the First Amendment Effective Date and maintained at 100% hedged thereafter. For the avoidance of doubt, the Borrower shall be in compliance with the Minimum Required Volumes on all of its Oil and Gas Properties by the date that is 120 days after the First Amendment Effective Date."

2.4 Amendment to Section 9.01(a). Section 9.01(a) is hereby amended by deleting such Section in its entirety and replacing it with the following:

"(a) Ratio of Total Net Debt to EBITDAX. The Borrower will not, as of the last day of any Fiscal Quarter commencing with the Fiscal Quarter ending June 30, 2019, permit its ratio of Total Net Debt as of such last day to EBITDAX for the period of four Fiscal Quarters then ending on such day to exceed 3.75 to 1.00; provided that for purposes of this Section 9.01(a), Section 9.02(i), Section 9.04(a) and Section 9.04(b), EBITDAX for the four Fiscal Quarters ending (i) June 30, 2019, shall equal EBITDAX for the Fiscal Quarter then ending multiplied by 4, (ii) September 30, 2019, shall equal EBITDAX for the two Fiscal Quarters then ending multiplied by 2 and (iii) December 31, 2019, shall equal EBITDAX for the three Fiscal Quarters then ending multiplied by 4/3."

Section 3. Borrowing Base. From and after the First Amendment Effective Date until the next Scheduled Redetermination, the Borrowing Base shall be $950,000,000. The Borrowing Base may be subject to further adjustment from time to time in accordance with the Credit Agreement.

Section 4. Assignments and Reallocations. For an agreed consideration, the existing Lenders (the "Existing Lenders") have agreed among themselves to assign portions of their Commitments, Maximum Credit Amounts, Applicable Percentages and Revolving Credit Exposures and to allow Compass Bank and DNB Capital LLC (collectively, the "New Lenders") to acquire their interests in the Commitments, Maximum Credit Amounts, Applicable Percentages and Revolving Credit Exposures. Each of the Administrative Agent and the Borrower hereby consents to (a) such assignments of the Commitments, Maximum Credit Amounts, Applicable Percentages and Revolving Credit Exposures and (b) the New Lenders' acquisition of interests in the Commitments, Maximum Credit Amounts, Applicable Percentages and Revolving Credit Exposures. The assignments by the Existing Lenders necessary to effect the reallocation of the Commitments, Maximum Credit Amounts, Applicable Percentages and Revolving Credit Exposures and the assumptions by the New Lenders necessary for them to acquire such interests are hereby consummated pursuant to the terms and provisions of this First Amendment and Section 12.04(b), and the Borrower, the Administrative Agent and each Lender, including the New Lenders, hereby consummates such assignment and assumption pursuant to the terms, provisions and representations of the Assignment and Assumption attached as Exhibit G to the Credit Agreement as if each of them had executed and delivered an Assignment and Assumption (with the Effective Date (as defined therein) being the First Amendment Effective Date); provided that (i) the Administrative Agent hereby waives the $3,500 processing and recordation fee set forth in Section 12.04(b)(ii)(C) with respect to such assignments and assumptions, and (ii) if any New Lender is a Non-US Lender it shall have delivered to the Borrower (with a copy to the Administrative Agent) the documentation required pursuant to Section 5.03(g). On the First Amendment Effective Date and after giving effect to such assignments and assumptions, the Applicable Percentage and Maximum Credit Amount of each Lender shall be as set forth in Annex I hereto. Each Lender, including the New Lenders, hereby consents and agrees to the Applicable Percentages and Maximum Credit Amounts as set forth in Annex I hereto.

Section 5. Effectiveness. This First Amendment shall become effective on the first date on which each of the conditions set forth in this Section 5 is satisfied (the "First Amendment Effective Date"):

5.1 The Administrative Agent shall have received duly executed counterparts (in such number as may be reasonably requested by the Administrative Agent) of this First Amendment from the Borrower, each Guarantor, and each Lender.

5.2 The Administrative Agent shall have received a certificate from a Responsible Officer of the Borrower certifying that the Parent has successfully priced and closed an offering of its Equity Interests of not less than $225.0 million which was provided to the Borrower to fund, in part, the HG Acquisition.

5.3 The Administrative Agent shall have received duly executed Mortgages and be reasonably satisfied that, upon recording such Mortgages, in each case, in the appropriate filing offices, it shall have a first priority Lien on at least 85% of the PV-10 of the Borrowing Base Properties.

5.4 The Administrative Agent shall have received (a) a certificate of a Responsible Officer of the Borrower certifying: (i) that Alliance Petroleum Co LLC has or is concurrently consummating the HG Acquisition in accordance with the terms of the HG Acquisition Documents (with all of the material conditions precedent thereto having been satisfied in all material respects by the parties thereto) and acquiring substantially all of the HG Acquisition Properties contemplated by the HG Acquisition Documents; (ii) as to the final purchase price for the HG Acquisition Properties after giving effect to all adjustments as of the closing date contemplated by the HG Acquisition Documents and specifying, by category, the amount of such adjustment; and (iii) that attached thereto is a true and complete list of the HG Acquisition Properties which have been excluded from the HG Acquisition pursuant to the terms of the HG Acquisition Documents, specifying with respect thereto the basis of exclusion; (b) a true and complete executed copy of each of the HG Acquisition Documents, including original counterparts or copies, certified as true and complete, of the assignments, deeds and leases for all of the HG Acquisition Properties; (c) monthly lease operating statements for the HG Acquisition Properties for the period January 2018 through January 2019. and (d) such other related documents and information as the Administrative Agent shall have reasonably requested.

5.5 The Administrative Agent shall have received title information as the Administrative Agent may reasonably require, reasonably satisfactory to the Administrative Agent, setting forth the status of title to at least 85% of the PV-10 of the Borrowing Base Properties.

5.6 The Borrower shall have provided to the Administrative Agent copies of any material environmental due diligence documents in its possession with respect to the HG Acquisition Properties including Phase I Reports, if any, at least five (5) days prior to the First Amendment Effective Date.

5.7 The Administrative Agent shall have received releases in form and substance reasonably satisfactory to it releasing all Liens encumbering the HG Acquisition Properties, other than those permitted by Section 9.03.

5.8 The Administrative Agent shall have received executed Notes for each Lender that requests one.

5.9 There shall be no material pending or threatened litigation against the Borrower or any Guarantor, except as disclosed prior to the First Amendment Effective Date.

5.10 The Borrower shall have paid all amounts due and payable on or prior to the First Amendment Effective Date to the extent invoiced two (2) Business Days prior to the First Amendment Effective Date, including all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement.

Section 6. Governing Law. THIS FIRST AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 7. Miscellaneous. (a) On and after the effectiveness of this First Amendment, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in each other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended or otherwise modified by this First Amendment; (b) the execution, delivery and effectiveness of this First Amendment shall not operate as a waiver of any default of the Borrower or any right, power or remedy of the Administrative Agent or the Lenders under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents; (c) this First Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart; and (d) delivery of an executed counterpart of a signature page to this First Amendment by electronic mail shall be effective as delivery of a manually executed counterpart of this First Amendment.

Section 8. Ratification and Affirmation; Representations and Warranties.

8.1 The Borrower and each Guarantor hereby (a) acknowledges the terms of this First Amendment; (b) ratifies and affirms its obligations under, and acknowledges, renews and extends its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended or modified hereby; and (c) represents and warrants to the Lenders that as of the First Amendment Effective Date, after giving effect to the terms of this First Amendment: (i) all of the representations and warranties contained in each Loan Document to which it is a party are true and correct, except to the extent any such representations and warranties are expressly limited to an earlier date, in which case such representations and warranties shall be true and correct as of such specified earlier date, (ii) no Default or Event of Default has occurred and is continuing, and (iii) no event or events have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 9. Loan Document. This First Amendment is a Loan Document as defined and described in the Credit Agreement and all of the terms and provisions of the Credit Agreement relating to Loan Documents shall apply hereto.

SECTION 10. No Oral Agreements. THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING THIS FIRST AMENDMENT, EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN AND AMONG THE PARTIES AND SUPERSEDE ALL OTHER AGREEMENTS AND UNDERSTANDINGS BETWEEN AND AMONG SUCH PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN AND AMONG THE PARTIES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their officers thereunto duly authorized as of the date first above written.

BORROWER:

DIVERSIFIED GAS & OIL CORPORATION
a Delaware corporation

By: /s/ Robert R. Huston, Jr.
Name: Robert R. Huston, Jr.
Title: Chief Executive Officer

GUARANTORS:

DIVERSIFIED RESOURCES, INC.
M & R INVESTMENTS, LLC
M & R INVESTMENTS OHIO, LLC
MARSHALL GAS & OIL CORPORATION
R & K OIL AND GAS, INC.
FUND 1 DR, LLC
DIVERSIFIED OIL & GAS, LLC
DIVERSIFIED APPALACHIAN GROUP, LLC
DIVERSIFIED ENERGY LLC
ATLAS ENERGY TENNESSEE, LLC
ATLAS PIPELINE TENNESSEE, LLC
ALLIANCE PETROLEUM CO LLC
DIVERSIFIED ENERGY MARKETING LLC
DIVERSIFIED SOUTHERN MIDSTREAM LLC
DIVERSIFIED SOUTHERN PRODUCTION LLC
CORE APPALACHIA HOLDING CO LLC
CORE APPALACHIA OPERATING LLC
CORE APPALACHIA MIDSTREAM LLC
CORE APPALACHIA PRODUCTION LLC
CORE APPALACHIA COMPRESSION LLC

By: /s/ Robert Hutson, Jr.
Name: Robert Hutson, Jr.
Title: Chief Executive Officer

KEYBANK NATIONAL ASSOCIATION, as
Administrative Agent, Joint Lead Arranger, Joint Boor
Runner and a Lender

By: /s/ George E. McKean
Name: George E. McKean
Title: Senior Vice President

BRANCH BANKING AND TRUST COMPANY, as a Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent and a Lender

By: /s/ Robert Kret
Name: Robert Kret
Title: VP

CITIZENS BANK, N.A., as a Joint Lead Arranger,
Joint Bookrunner, Co-Syndication Agent and a Lender

By /s/ Scott Donaldson
Name: Scott Donaldson
Title: Senior Vice President

ROYAL BANK OF CANADA, as a Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent and a Lender

By /s/ Emilee Scott
Name: Emilee Scott
Title: Authorized Signatory

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a Co-Document Agent and a Lender

By: /s/ Donovan C. Broussard
Name: Donovan C. Broussard
Title: Authorized Signatory

By: /s/ Scott W. Danvers
Name: Scott W. Danvers
Title: Authorized Signatory

DNB BANK ASA, NEW YORK BRANCH, as a Co-Document Agent

By: /s/ Kristie Li
Name: Kristie Li
Title: Senior Vice President

By: /s/ Andrew J. Shohet
Name: Andrew J. Shohet
Title: Senior Vice President

DNB CAPITAL LLC, as a Lender

By: /s/ Kristie Li
Name: Kristie Li
Title: Senior Vice President

By: /s/ Andrew J. Shohet
Name: Andrew J. Shohet
Title: Senior Vice President

THE HUNTINGTON NATIONAL BANK, as a Co-Documentation Agent and a Lender

By: /s/ Joshua D. Elsea
Name: Joshua D. Elsea
Title: Senior Vice President

ING CAPITAL LLC, as a Co-Documentation Agent and a Lender

By: /s/ Josh Strong
Name: Josh Strong
Title: Director

By: /s/ Charles Hall
Name: Charles Hall
Title: Managing Director

U.S. BANK NATIONAL ASSOCIATION, as a Co-Documentation Agent and a Lender

By: /s/ Mark E. Thompson
Name: Mark E. Thompson
Title: Senior Vice President

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as a Lender

By: /s/ Michael Willis
Name: Michael Willis
Title: Managing Director

By: /s/ Joseph Cariello
Name : Joseph Cariello
Title: Director

COMPASS BANK, as a Lender

By: /s/ Gabriela Azcarate
Name: Gabriela Azcarate
Title: Senior Vice President

IBERIABANK, as a Lender

By: /s/ Blake Norris
Name: Blake Norris
Title: Vice President

CIT BANK, N.A., as a Lender

By: /s/ Katya Evseev
Name: Katya Evseev
Title: Director

FIRST TENNESSEE BANK NA, as a Lender

By: /s/ W. David McCarver IV
Name: W. David McCarver IV
Title: Senior Vice President

ANNEX I

LIST OF MAXIMUM CREDIT AMOUNTS

[**Omitted**]

Annex I

Exhibit 4.5

Execution Version

SECOND AMENDMENT

TO

AMENDED, RESTATED AND CONSOLIDATED
REVOLVING CREDIT AGREEMENT

DATED AS OF JUNE 28, 2019

AMONG

DIVERSIFIED GAS & OIL CORPORATION,
AS BORROWER,

THE GUARANTORS PARTY HERETO,

KEYBANK NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT,

AND

THE LENDERS PARTY HERETO

SECOND AMENDMENT TO AMENDED, RESTATED AND CONSOLIDATED
REVOLVING CREDIT AGREEMENT

This Second Amendment to Amended, Restated and Consolidated Revolving Credit Agreement (this "Second Amendment") dated as of June 28, 2019, is among Diversified Gas & Oil Corporation, a Delaware corporation (the "Borrower"), each of the undersigned guarantors (the "Guarantors"), each Lender (as defined below) party hereto, and KeyBank National Association, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent").

RECITALS

A. The Borrower, the Administrative Agent and the banks and other financial institutions from time to time party thereto (together with their respective successors and assigns in such capacity, each a "Lender") have entered into that certain Amended, Restated and Consolidated Revolving Credit Agreement dated as of December 7, 2018 (as amended by that certain First Amendment to Amended, Restated and Consolidated Revolving Credit Agreement dated as of April 18, 2019, and as further amended, restated, modified or supplemented from time to time until the date hereof, the "Credit Agreement").

B. The Borrower has requested and the Lenders and the Administrative Agent have agreed to amend certain provisions of the Credit Agreement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, to induce the Administrative Agent and the Lenders to enter into this Second Amendment and in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Unless otherwise defined in this Second Amendment, each capitalized term used in this Second Amendment has the meaning assigned to such term in the Credit Agreement. Unless otherwise indicated, all section references in this Second Amendment refer to sections of the Credit Agreement.

Section 2. Amendments to Credit Agreement.

2.1 Section 1.02. Section 1.02 is hereby amended by amending or adding the following defined terms to read as follows:

> "Agreement" means this Amended, Restated and Consolidated Revolving Credit Agreement, including the Schedules and Exhibits hereto, as amended by that certain First Amendment dated as of April 18, 2019, by that certain Second Amendment dated as of June 28, 2019 and as the same may be further amended, modified, supplemented, restated, replaced or otherwise modified from time to time.
>
> "Second Amendment Effective Date" means June 28, 2019.

2.2 Amendment to Section 8.15. Section 8.15 is hereby amended by deleting such Section in its entirety and replacing it with the following:

"Section 8.15 Swap Agreements. On each April 1st and October 1st, the Loan Parties shall be party to Swap Agreements (including without limitation puts and floors) in respect of commodities the net notional volumes for which (when aggregated with other commodity Swap Agreements then in effect (other than basis differential swaps on volumes already hedged pursuant to other Swap Agreements)) equal at least:

(a). (A) 50% of the reasonably anticipated Hydrocarbon production from the Group Member's total proved developed producing reserves of crude oil as forecast based upon the most recent Reserve Report delivered pursuant to Section 8.11 for each month during the 12 month period from such April 1st and October 1st, as applicable, and (B) 25% of the reasonably anticipated Hydrocarbon production from the Group Member's total proved developed producing reserves of crude oil as forecast based upon the most recent Reserve Report delivered pursuant to Section 8.11 for each month during the 12 month period thereafter;

(b). (A) 50% of the reasonably anticipated Hydrocarbon production from the Group Member's total proved developed producing reserves of natural gas as forecast based upon the most recent Reserve Report delivered pursuant to Section 8.11 for each month during the 12 month period from such April 1st and October 1st, as applicable, and (B) 25% of the reasonably anticipated Hydrocarbon production from the Group Member's total proved developed producing reserves of natural gas as forecast based upon the most recent Reserve Report delivered pursuant to Section 8.11 for each month during the 12 month period thereafter; and

(c). 50% of the reasonably anticipated Hydrocarbon production from the Group Member's total proved developed producing reserves of natural gas liquids as forecast based upon the most recent Reserve Report delivered pursuant to Section 8.11 for each month during the 12 month period from such April 1st and October 1st, as applicable.

The amounts set forth in Sections 8.15(a), (b) and (c) being the "Minimum Required Volume".

2.3 Amendment to Article VIII. Article VIII is hereby amended by deleting Section 8.20.

Section 3. Effectiveness. This Second Amendment shall become effective on the first date on which each of the conditions set forth in this Section 3 is satisfied (the "Second Amendment Effective Date"):

3.1 The Administrative Agent shall have received duly executed counterparts (in such number as may be reasonably requested by the Administrative Agent) of this Second Amendment from the Borrower, each Guarantor and Lenders constituting the Majority Lenders.

3.2 The Borrower shall have paid all amounts due and payable on or prior to the Second Amendment Effective Date to the extent invoiced two (2) Business Days prior to the Second Amendment Effective Date, including all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement.

Section 4. Governing Law. THIS SECOND AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 5. Miscellaneous. (a) On and after the effectiveness of this Second Amendment, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in each other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended or otherwise modified by this Second Amendment; (b) the execution, delivery and effectiveness of this Second Amendment shall not operate as a waiver of any default of the Borrower or any right, power or remedy of the Administrative Agent or the Lenders under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents; (c) this Second Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart; and (d) delivery of an executed counterpart of a signature page to this Second Amendment by electronic mail shall be effective as delivery of a manually executed counterpart of this Second Amendment.

Section 6. Ratification and Affirmation; Representations and Warranties.

6.1 The Borrower and each Guarantor hereby (a) acknowledges the terms of this Second Amendment; (b) ratifies and affirms its obligations under, and acknowledges, renews and extends its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended or modified hereby; and (c) represents and warrants to the Lenders that as of the Second Amendment Effective Date, after giving effect to the terms of this Second Amendment: (i) all of the representations and warranties contained in each Loan Document to which it is a party are true and correct, except to the extent any such representations and warranties are expressly limited to an earlier date, in which case such representations and warranties shall be true and correct as of such specified earlier date, (ii) no Default or Event of Default has occurred and is continuing, and (iii) no event or events have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 7. Loan Document. This Second Amendment is a Loan Document as defined and described in the Credit Agreement and all of the terms and provisions of the Credit Agreement relating to Loan Documents shall apply hereto.

SECTION 8. Consent Superseded. This Second Amendment supersedes that certain consent related to the Credit Agreement by and among the Majority Lenders, the Borrower and the Guarantors dated as of March 29, 2019.

SECTION 9. No Oral Agreements. THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING THIS SECOND AMENDMENT, EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN AND AMONG THE PARTIES AND SUPERSEDE ALL OTHER AGREEMENTS AND UNDERSTANDINGS BETWEEN AND AMONG SUCH PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN AND AMONG THE PARTIES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their officers thereunto duly authorized as of the date first above written.

BORROWER:

DIVERSIFIED GAS & OIL CORPORATION
a Delaware corporation

By: /s/ Eric Williams
Name: Eric Williams
Title: Chief Financial Officer

GUARANTORS:

DIVERSIFIED RESOURCES, INC.
M & R INVESTMENTS, LLC
M & R INVESTMENTS OHIO, LLC
MARSHALL GAS & OIL CORPORATION
R & K OIL AND GAS, INC.
FUND 1 DR, LLC
DIVERSIFIED OIL & GAS, LLC
DIVERSIFIED APPALACHIAN GROUP, LLC
DIVERSIFIED ENERGY LLC
ATLAS ENERGY TENNESSEE, LLC
ATLAS PIPELINE TENNESSEE, LLC
ALLIANCE PETROLEUM CO LLC
DIVERSIFIED ENERGY MARKETING LLC
DIVERSIFIED SOUTHERN MIDSTREAM LLC
DIVERSIFIED SOUTHERN PRODUCTION LLC
CORE APPALACHIA HOLDING CO LLC
CORE APPALACHIA OPERATING LLC
CORE APPALACHIA MIDSTREAM LLC
CORE APPALACHIA PRODUCTION LLC
CORE APPALACHIA COMPRESSION LLC

By: /s/ Eric Williams
Name: Eric Williams
Title: Chief Financial Officer

KEYBANK NATIONAL ASSOCIATION, as
Administrative Agent and a Lender

By: /s/ George E. McKean
Name: George E. McKean
Title: Senior Vice President

BRANCH BANKING AND TRUST COMPANY, as a Lender

By: /s/ Robert Kret
Name: Robert Kret
Title: VP

CITIZENS BANK, N.A., as a Lender

By: /s/ Scott Donaldson
Name: Scott Donaldson
Title: Senior Vice President

ROYAL BANK OF CANADA, as a Lender

By: /s/ Emilee Scott
Name: Emilee Scott
Title: Authorized Signatory

CANADIAN IMPERIAL BANK OF COMMERCE,
NEW YORK BRANCH, as a Lender

By: /s/ Donovan C. Broussard
Donovan C. Broussard
Authorized Signatory

By: /s/ Trudy Nelson
Trudy Nelson
Authorized Signatory

DNB CAPITAL LLC, as a Lender

By: /s/ Kelton Glasscock
Name: Kelton Glasscock
Title: Senior Vice President

By: /s/ James Grubb
Name: James Grubb
Title: First Vice President

THE HUNTINGTON NATIONAL BANK, as a Lender

By: /s/ Margaret Niekrash
Name: Margaret Niekrash
Title: Senior Vice President

ING CAPITAL LLC, as a Lender

By: /s/ Juli Bieser
Name: Juli Bieser
Title: Managing Director

By: /s/ Michael Price
Name: Michael Price
Title: Managing Director

U.S. BANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Nicholas T. Hanford
Name: Nicholas T. Hanford
Title: Vice President

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as a Lender

By: /s/ Joseph Cariello
Name: Joseph Cariello
Title: Director

By: /s/ Ting Lee
Name: Ting Lee
Title: Director

CIT BANK, N.A., as a Lender

By: /s/ Katya Evseev
Name: Katya Evseev
Title: Director

FIRST TENNESSEE BANK NA, as a Lender

By: /s/ W. David McCarver IV
Name: W. David McCarver IV
Title: Senior Vice President

Exhibit 4.6

Execution Version

THIRD AMENDMENT

TO

AMENDED, RESTATED AND CONSOLIDATED
REVOLVING CREDIT AGREEMENT

DATED AS OF NOVEMBER 13, 2019

AMONG

DIVERSIFIED GAS & OIL CORPORATION,
AS BORROWER,

THE GUARANTORS PARTY HERETO,

KEYBANK NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT,

AND

THE LENDERS PARTY HERETO

THIRD AMENDMENT TO AMENDED, RESTATED AND

CONSOLIDATED REVOLVING CREDIT AGREEMENT

This Third Amendment to Amended, Restated and Consolidated Revolving Credit Agreement (this "Third Amendment") dated as of November 13, 2019, is among Diversified Gas & Oil Corporation, a Delaware corporation (the "Borrower"), each of the undersigned guarantors (the "Guarantors"), each Lender (as defined below) party hereto, and KeyBank National Association, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent").

RECITALS

A. The Borrower, the Administrative Agent and the banks and other financial institutions from time to time party thereto (together with their respective successors and assigns in such capacity, each a "Lender") have entered into that certain Amended, Restated and Consolidated Revolving Credit Agreement dated as of December 7, 2018, as amended by that certain First Amendment dated as of April 18, 2019, and that certain Second Amendment dated as of June 28, 2019 (as further amended, restated, modified or supplemented from time to time, the "Credit Agreement").

B. The Borrower has requested and the Lenders and the Administrative Agent have agreed to amend certain provisions of the Credit Agreement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, to induce the Administrative Agent and the Lenders to enter into this Third Amendment and in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Unless otherwise defined in this Third Amendment, each capitalized term used in this Third Amendment has the meaning assigned to such term in the Credit Agreement. Unless otherwise indicated, all section references in this Third Amendment refer to sections of the Credit Agreement.

Section 2. Amendments. Subject to the Satisfaction of the Conditions Precedent in Section 5 of this Third Amendment, the following Amendments to the Credit Agreement shall be effective:

2.1 Section 1.02. Section 1.02 is hereby amended by amending or adding the following defined terms in their entirety:

"ABS" means Diversified ABS LLC, a Pennsylvania limited liability company, a wholly-owned subsidiary of ABS Holdings and an Unrestricted Subsidiary of the Borrower.

"ABS Holdings" means Diversified ABS Holdings LLC, a Pennsylvania limited liability company, and an Unrestricted Subsidiary of the Borrower.

"Agreement" means this Amended, Restated and Consolidated Revolving Credit Agreement, including the Schedules and Exhibits hereto, as amended by that certain First Amendment dated as of April 18, 2019, that certain Second Amendment dated as of June 28, 2019, and that certain Third Amendment dated as of November 13, 2019 and as the same may be further amended, modified, supplemented, restated, replaced or otherwise modified from time to time.

"Diversified" means Diversified Production LLC (f/k/a Alliance Petroleum Co LLC, a Georgia limited liability company), a Pennsylvania limited liability company.

2.2 Amendment to Section 9.05(k). Section 9.05(k) is hereby amended by deleting such Section in its entirety and replacing it with the following:

"(k) Investments in:

(i) ABS Holdings and ABS; provided that the Borrower's Investment in such entities at any one time does not exceed those assets allocated to ABS pursuant to that certain Statement of Division filed by Diversified with the Pennsylvania Department of State (without giving effect to any appreciation in the value of such Investment after the date such Investment is made); and

(ii) other Unrestricted Subsidiaries, provided that the aggregate amount of all such Investments at any one time shall not exceed $10,000,000 (without giving effect to any appreciation in the value of such Investment after date such Investment is made)."

2.3 Amendment to Section 9.14. Section 9.14 is hereby amended by deleting such Section in its entirety and replacing it with the following:

"Section 9.14 Transactions with Affiliates Except for payment of Restricted Payments permitted by Section 9.04, the Borrower will not, and will not permit any other Group Member to, enter into any transaction, including any purchase, sale, lease or exchange of Property or the rendering of any service, with any Affiliate (other than between the Borrower and other Loan Parties) unless such transactions are otherwise not prohibited under this Agreement and are upon fair and reasonable terms no less favorable to it than it would obtain in a comparable arm's length transaction with a Person not an Affiliate and with respect to any such agreements with ABS and its Affiliates, a Responsible Officer of the Borrower provides a certificate to the Administrative Agent upon entering into and on each amendment or modification of such agreement certifying to the foregoing."

Section 3. Borrowing Base. From and after the Third Amendment Effective Date (as defined below) until the next Scheduled Redetermination, the Borrowing Base shall be (a) if the Transferred Assets (as defined below) are equal to or greater than 19.0% but less than 30.0% of the operated and non-operated wellbores in which Diversified owns an interest, $650.0 million and (b) if the Transferred Assets are equal to or greater than 30.0% but less than 49.1% of the operated and non-operated wellbores in which Diversified owns an interest, $525.0 million. The Borrowing Base may be subject to further adjustments from time to time in accordance with the Credit Agreement.

Section 4. Waivers.

4.1 Consideration for Transfer of Oil and Gas Properties. The cash consideration to be received by the Borrower from ABS in connection with the transfers in one or more separate transactions by Diversified to ABS of an undivided percentage of the working interest (in the aggregate, no less than 19.0% nor more than 49.1%) in each of the operated and non-operated wellbores in which Diversified owns an interest (the "Transferred Assets") related to an asset backed securitization transaction or transactions (each an "ABS Transaction" and collectively, the "ABS Transactions") will be less than 80% of the total consideration for the Transferred Assets and less than the Fair Market Value of the Transferred Assets. Section 9.11(d)(i) requires that at least 80% of the consideration for such transfer be cash and Section 9.11(d)(iii) requires that the consideration be at Fair Market Value. The Borrower has requested that the Majority Lenders waive, and the Majority Lenders signatory hereto hereby waive the requirements of Sections 9.11(d)(i) and (iii) that the consideration for the transfer of the Transferred Assets to ABS pursuant to the ABS Transactions be at least 80% cash and at Fair Market Value.

4.2 Swaps. The Borrower may, at its option, novate certain Swap Agreements associated with the ABS Transactions. If it does so, it may receive less than 80% cash for such novation as required by Section 9.11(d)(i) and it may not receive Fair Market Value for such novation as required by Section 9.11(d)(iii). The Borrower has requested that the Majority Lenders waive, and the Majority Lenders signatory hereto hereby waive the requirements that the consideration for the novation of such Swap Agreements in connection with the transfer of the Transferred Assets be at least 80% cash and at Fair Market Value.

Section 5. Effectiveness. This Third Amendment shall become effective on the first date on which each of the conditions set forth in this Section 5 is satisfied (the "Third Amendment Effective Date"):

5.1 The Administrative Agent shall have received duly executed counterparts (in such number as may be reasonably requested by the Administrative Agent) of this Third Amendment from the Borrower, each Guarantor, and Lenders constituting the Majority Lenders.

5.2 The Administrative Agent shall have received duly executed counterparts (in such number as may be reasonably requested by the Administrative Agent) of ratifications and reaffirmations of the Mortgages from Diversified and Diversified Midstream LLC (f/k/a Diversified Southern Midstream LLC).

5.3 The Administrative Agent shall have received a certificate from a Responsible Officer of the Borrower certifying as to the matters set forth in Section 8.18(d) with respect to the designation of ABS Holdings and ABS as Unrestricted Subsidiaries.

5.4 The Administrative Agent shall have received copies of the documents to be used to complete the initial ABS Transaction ("Initial ABS Documents") at least two Business Days prior to the close of the initial ABS Transaction and such documents shall be in form and substance reasonably acceptable to the Administrative Agent.

5.5 The Administrative Agent shall have received a certificate from a Responsible Officer of the Borrower (a) certifying that the initial ABS Transaction has been completed in accordance with the Initial ABS Documents, and (b) stating that attached thereto are true and correct copies of the originals of the Initial ABS Documents used to complete the initial ABS Transaction.

5.6 The Administrative Agent shall have received the certificate required by Section 9.14 with respect to each affiliate transaction entered into with ABS.

5.7 The Administrative Agent shall have received a certificate from a Responsible Officer of the Borrower certifying that (a) all of the mergers and name changes associated with the Borrower's consolidation of its Subsidiaries have been completed and (b) attached thereto are true and correct copies of the originals of the documents used to complete such name changes and mergers.

5.8 At the time of and immediately after giving effect to this Third Amendment, (a) no Default or Event of Default shall have occurred and be continuing and (b) no event or events shall have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

5.9 There shall be no material pending or threatened litigation against the Borrower or any Guarantor, except as disclosed in writing to the Administrative Agent prior to the Third Amendment Effective Date.

5.10 The Borrower shall have paid all amounts due and payable on or prior to the Third Amendment Effective Date to the extent invoiced two (2) Business Days prior to the Third Amendment Effective Date, including all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement.

Section 6. Additional Agreements.

6.1 Swaps. The Borrower agrees to be in compliance with Sections 9.17(a)(i)(A) and (B) no later than 30 days after the closing of each ABS Transaction.

6.2 Repayment of Loans. The Borrower agrees to make a prepayment of the principal of the Loans in an amount not less than the net proceeds the Borrower receives in connection with each ABS Transaction after deduction for fees and expenses associated therewith and the mandatory interest reserve required thereunder plus accrued interest; provided that (a) for the first ABS Transaction such principal amount shall not be less than $180.0 million and (b) for each subsequent ABS Transaction such principal amount shall not be less than an amount that is materially similar to the proportion that $180.0 million is to the percentage of working interests transferred to ABS in the first ABS Transaction based upon the percentage interests transferred in such ABS Transaction subject to the approval of the Administrative Agent.

6.3 Subsequent ABS Transaction.

(a) The Borrower shall deliver to the Administrative Agent copies of the documents to be used to complete any subsequent ABS Transaction ("Subsequent ABS Documents") at least two Business Days prior to the close of any subsequent ABS Transaction and such documents shall be in form and substance reasonably acceptable to the Administrative Agent.

(b) Upon the date of the closing of any subsequent ABS Transaction, the Borrower shall deliver to the Administrative Agent a certificate from a Responsible Officer of the Borrower certifying that (a) such subsequent ABS Transaction has been completed in accordance with the Subsequent ABS Documents, and (b) attached thereto are true and correct copies of the originals of the Subsequent ABS Documents used to complete such subsequent ABS Transaction.

(c) At the time of and immediately after giving effect to any subsequent ABS Transaction, (a) no Default or Event of Default shall have occurred and be continuing and (b) no event or events shall have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 7. Governing Law. THIS THIRD AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 8. Miscellaneous. (a) On and after the Third Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in each other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended or otherwise modified by this Third Amendment; (b) the execution, delivery and effectiveness of this Third Amendment shall not operate as a waiver of any default of the Borrower or any right, power or remedy of the Administrative Agent or the Lenders under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents; (c) this Third Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart; and (d) delivery of an executed counterpart of a signature page to this Third Amendment by electronic mail shall be effective as delivery of a manually executed counterpart of this Third Amendment.

Section 9. Ratification and Affirmation; Representations and Warranties. The Borrower and each Guarantor hereby (a) acknowledges the terms of this Third Amendment; (b) ratifies and affirms its obligations under, and acknowledges, renews and extends its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended or modified hereby; and (c) represents and warrants to the Lenders that as of the Third Amendment Effective Date, after giving effect to the terms of this Third Amendment: (i) all of the representations and warranties contained in each Loan Document to which it is a party are true and correct, except to the extent any such representations and warranties are expressly limited to an earlier date, in which case such representations and warranties shall be true and correct as of such specified earlier date, (ii) no Default or Event of Default has occurred and is continuing, and (iii) no event or events have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 10. Limitation of Waivers. The waivers contained herein, shall not be a consent, waiver or agreement by the Administrative Agent or the Lenders of any Defaults or Events of Default, as applicable, which may exist or which may occur in the future under the Credit Agreement or any other Loan Document (collectively, "Violations"). Similarly, nothing contained in this Third Amendment shall directly or indirectly in any way whatsoever: (a) impair, prejudice or otherwise adversely affect the Administrative Agent's or the Lenders' right at any time to exercise any right, privilege or remedy in connection with the Credit Agreement or any other Loan Document, as the case may be, with respect to any Violations, (b) amend or alter any provision of the Credit Agreement, the other Loan Documents, or any other contract or instrument, or (c) constitute any course of dealing or other basis for altering any obligation of the Borrower or any right, privilege or remedy of the Administrative Agent or the Lenders under the Credit Agreement, the other Loan Documents, or any other contract or instrument, as applicable. Nothing in this Third Amendment shall be construed to be a consent by the Administrative Agent or the Lenders to any Violations.

Section 11. Loan Document. This Third Amendment is a Loan Document as defined and described in the Credit Agreement and all of the terms and provisions of the Credit Agreement relating to Loan Documents shall apply hereto.

Section 12. No Oral Agreements. THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING THIS THIRD AMENDMENT, EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN AND AMONG THE PARTIES AND SUPERSEDE ALL OTHER AGREEMENTS AND UNDERSTANDINGS BETWEEN AND AMONG SUCH PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN AND AMONG THE PARTIES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed by their officers thereunto duly authorized as of the date first above written.

BORROWER:

DIVERSIFIED GAS & OIL CORPORATION
a Delaware corporation

By: /s/ Robert R. Huston, Jr.
Name: Robert R. Huston, Jr.
Title: Chief Executive Officer

GUARANTORS:

DIVERSIFIED PRODUCTION LLC
DIVERSIFIED ENERGY MARKETING LLC
DIVERSIFIED MIDSTREAM LLC

By: /s/ Robert R. Huston, Jr.
Name: Robert R. Huston, Jr.
Title: Chief Executive Officer

KEYBANK NATIONAL ASSOCIATION, as Joint Lead Arranger, Joint Bookrunner and Administrative Agent and a Lender

By: /s/ George E. McKean
Name: George E. McKean
Title: Senior Vice President

BRANCH BANKING AND TRUST COMPANY, as
Joint Lead Arranger, Joint Bookrunner, Co-Syndication
Agent, and a Lender

By: /s/ Robert Kret
Name: Robert Kret
Title: VP

CITIZENS BANK, N.A., as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent and a Lender

By : /s/ Scott Donaldson
Name: Scott Donaldson
Title: Senior Vice President

ROYAL BANK OF CANADA, as Joint Lead Arranger,
Joint Bookrunner, Co-Syndication Agent, and a Lender

By: /s/ Emilee Scott
Name: Emilee Scott
Title: Authorized Signatory

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a Co-Document Agent, and a Lender

By: /s/ Donovan C. Broussard
Donovan C. Broussard
Authorized Signatory

By: /s/ Trudy Nelson
Trudy Nelson
Authorized Signatory

DNB BANK ASA, NEW YORK BRANCH, as a Co-Documentation Agent

By: /s/ Kristie Li
Name: Kristie Li
Title: Senior Vice President

By: /s/ Jessika Larsson
Name: Jessika Larsson
Title: Vice President

DNB CAPITAL LLC as a Lender

By: /s/ Kristie Li
Name: Kristie Li
Title: Senior Vice President

By: /s/ Jessika Larsson
Name: Jessika Larsson
Title: Vice President

THE HUNTINGTON NATIONAL BANK, as Co-Documentation Agent and a Lender

By: /s/ Greg Ryan
Name: Greg Ryan
Title: Managing Director

ING CAPITAL LLC, as a Co-Documentation Agent
and a Lender

By: /s/ ING Capital LLC
Name: ING Capital LLC
Title:

By: /s/ ING Capital LLC
Name: ING Capital LLC
Title:

U.S. BANK NATIONAL ASSOCIATION, as a Co-Document Agent and a Lender

By: /s/ Nicholas T. Hanford
Name: Nicholas T. Hanford
Title: Vice President

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as a Lender

By: /s/ Joseph Cariello
Name: Joseph Cariello
Title: Director

By: /s/ Michael Willis
Name: Michael Willis
Title: Managing Director

BBVA USA, as a Lender

By: /s/ Julia Barnhill
Name: Julia Barnhill
Title: Vice President

IBERIABANK, as a Lender

By: /s/ Blake Norris
Name: Blake Norris
Title: Vice President

CIT BANK, N.A., as a Lender

By: /s/ Katya Evseev
Name: Katya Evseev
Title: Director

FIRST TENNESSEE BANK NA., as a Lender

By: /s/ David McCarver
Name: David McCarver
Title: Senior Vice President

Exhibit 4.7

Execution Version

FOURTH AMENDMENT

TO

AMENDED, RESTATED AND CONSOLIDATED
REVOLVING CREDIT AGREEMENT

DATED AS OF JANUARY 9, 2020

AMONG

DIVERSIFIED GAS & OIL CORPORATION,
AS BORROWER,

THE GUARANTORS PARTY HERETO,

KEYBANK NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT,

AND

THE LENDERS PARTY HERETO

FOURTH AMENDMENT TO AMENDED, RESTATED AND CONSOLIDATED REVOLVING CREDIT AGREEMENT

This Fourth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement (this "Fourth Amendment") dated as of January 9, 2020, is among Diversified Gas & Oil Corporation, a Delaware corporation (the "Borrower"), each of the undersigned guarantors (the "Guarantors"), each Lender (as defined below) patty hereto, and Key Bank National Association, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent").

RECITALS

A. The Borrower, the Administrative Agent and the banks and other financial institutions from time to time party thereto (together with their respective successors and assigns in such capacity, each a "Lender") have entered into that certain Amended, Restated and Consolidated Revolving Credit Agreement dated as of December 7, 2018, as amended by that cet1ain First Amendment dated as of April 18, 2019, that certain Second Amendment dated as of June 28, 2019, and that certain Third Amendment dated as of November 13, 2019 (as further amended, restated, modified or supplemented from time to time, the "Credit Agreement").

B. The Borrower has requested and the Lenders and the Administrative Agent have agreed to amend ce11ain provisions of the Credit Agreement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, to induce the Administrative Agent and the Lenders to enter into this Fourth Amendment and in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Unless otherwise defined in this Fourth Amendment, each capitalized term used in this Fourth Amendment has the meaning assigned to such term in the Credit Agreement. Unless otherwise indicated, all section references in this Fourth Amendment refer to sections of the Credit Agreement.

Section 2. Amendments. Subject to the Satisfaction of the Conditions Precedent in Section 5 of this Fourth Amendment, the following Amendments to the Credit Agreement shall be effective:

2.1 Section 1.02. Section 1.02 is hereby amended by amending or adding the following defined terms in their entirety:

"Agreement" means this Amended, Restated and Consolidated Revolving Credit Agreement, including the Schedules and Exhibits hereto, as amended by that certain First Amendment dated as of April 18, 2019, that ce11ain Second Amendment dated as of June 28, 2019, that ce11ain Third Amendment dated as of November 13, 2019, that certain Fourth Amendment dated as of January 9, 2020, and as the same may be further amended, modified, supplemented, restated, replaced or otherwise modified from time to time.

"Benchmark Replacement" means the sum of: (a) the alternate benchmark rate (which may include Term SOFR) that has been selected by the Administrative Agent and the Borrower giving due consideration to (i) any selection or recommendation of a replacement rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the LIBO Rate for U.S. dollar-denominated syndicated credit facilities at such time and (b) the Benchmark Replacement Adjustment; provided that, if the Benchmark Replacement as so determined would be less than zero, the Benchmark Replacement will be deemed to be zero for the purposes of this Agreement.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the LIBO Rate with an Unadjusted Benchmark Replacement for each applicable Interest Period, the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the LIBO Rate with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the LIBO Rate with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated credit facilities at such time.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Alternate Base Rate," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest and other administrative matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of the Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement).

"Benchmark Replacement Date" means the earlier to occur of the following events with respect to the LIBO Rate:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the LIBO Rate permanently or indefinitely ceases to provide the LIBO Rate; or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the LIBO Rate:

(a) a public statement or publication of information by or on behalf of the administrator of the LIBO Rate announcing that such administrator has ceased or will cease to provide the LlBO Rate, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the LlBO Rate;

(b) a public statement or publication of information by the regulatory supervisor for the administrator of the LIBO Rate, the U.S. Federal Reserve System, an insolvency official with jurisdiction over the administrator for the LlBO Rate, a resolution authority with jurisdiction over the administrator for the LIBO Rate or a court or an entity with similar insolvency or resolution authority over the administrator for the LIBO Rate, which states that the administrator of the LIBO Rate has ceased or will cease to provide the LIBO Rate permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the LIBO Rate; or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of the LIBO Rate or a Relevant Governmental Body announcing that the LIBO Rate is no longer representative.

"Benchmark Transition Start Date" means (a) in the case of a Benchmark Transition Event, the earlier of (i) the applicable Benchmark Replacement Date and (ii) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication) and (b) in the case of an Early Opt-in Election, the date specified by the Administrative Agent or the Majority Lenders, as applicable, by notice to the Borrower, the Administrative Agent (in the case of such notice by the Majority Lenders) and the Lenders.

"Benchmark Unavailability Period" means, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the LIBO Rate and solely to the extent that the LIBO Rate has not been replaced with a Benchmark Replacement, the period (a) beginning at the time that such Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the LIBO Rate for all purposes hereunder in accordance with Section 3.03 and (b) ending at the time that a Benchmark Replacement has replaced the LIBO Rate for all purposes hereunder pursuant to Section 3 ..03.

"Early Opt-in Election" means the occurrence of:

(a) a determination by the Administrative Agent that U.S. dollar-denominated syndicated credit facilities being executed at such time, or that include language similar to that contained in this Section titled "Effect of Benchmark Transition Event," are being executed or amended, as applicable, to incorporate or adopt a new benchmark interest rate to replace LIBOR, and

(b) the election by the Administrative Agent to declare that an Early Opt-in Election has occurred and the provision by the Administrative Agent of written notice of such election to the Borrower and the Lenders of written notice of such election to the Administrative Agent.

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

"Relevant Governmental Body" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto, including without limitation the Alternative Reference Rates Committee.

"SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website.

"Term SOFR" means the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"Unadjusted Benchmark Replacement" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

2.2 Amendment to Section 3.03. Section 3.03 is hereby amended by deleting such Section in its entirety and replacing it with the following:

"Section 3.03 Effect of Benchmark Transition Event.

(a) LIBOR Notification. The interest rate on Eurodollar Loans is determined by reference to the LIBO Rate, which is derived from the London interbank offered rate. The London interbank offered rate is intended to represent the rate at which contributing banks may obtain short-term borrowings from each other in the London interbank market. In July 2017, the U.K. Financial Conduct Authority announced that, after the end of 2021, it would no longer persuade or compel contributing banks to make rate submissions to the ICE Benchmark Administration (together with any successor to the ICE Benchmark Administrator, the "IBA") for purposes of the IBA setting the London interbank offered rate. As a result, it is possible that commencing in 2022, the London interbank offered rate may no longer be available or may no longer be deemed an appropriate reference rate upon which to determine the interest rate on Eurodollar Loans. In light of this eventuality, public and private sector industry initiatives are currently underway to identify new or alternative reference rates to be used in place of the London interbank offered rate. In the event that the London interbank offered rate is no longer available or in certain other circumstances as set forth in this Section 3.03, this Section 3.03 provides a mechanism for determining an alternative rate of interest. The Administrative Agent will notify the Borrower, pursuant to this Section 3 ..03, in advance of any change to the reference rate upon which the interest rate on Eurodollar Loans is based. However, the Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to the London interbank offered rate or other rates in the definition of "LIBO Rate" or with respect to any alternative or successor rate thereto, or replacement rate therefor or thereof, including, without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate, as it may or may not be adjusted pursuant to this Section 3.03, will be similar to, or produce the same value or economic equivalence of, the LIBO Rate or have the same volume or liquidity as did the London interbank offered rate prior to its discontinuance or unavailability.

(b) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, (i) upon the determination of the Administrative Agent (which shall be conclusive absent manifest error) that a Benchmark Transition Event has occurred or (ii) upon the occurrence of an Early Opt-in Election, as applicable, the Administrative Agent and the Borrower may amend this Agreement to replace the LIBO Rate with a Benchmark Replacement, by a written document executed by the Borrower and the Administrative Agent, subject to the requirements of this Section 3.03. Notwithstanding the requirements of Section 12.02(6) or anything else to the contrary herein or in any other Loan Document, any such amendment with respect to a Benchmark Transition Event will become effective and binding upon the Administrative Agent, the Borrower and the Lenders at 5:00 p.m. on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment to all Lenders and the Borrower so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Majority Lenders, and any such amendment with respect to an Early Opt-in Election will become effective and binding upon the Administrative Agent, the Borrower and the Lenders on the date that Lenders comprising the Majority Lenders have delivered to the Administrative Agent written notice that such Majority Lenders accept such amendment. No replacement of the LIBO Rate with a Benchmark Replacement pursuant to this Section 3.03 will occur prior to the applicable Benchmark Transition Start Date.

(c) Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other patty to this Agreement.

(d) Notices; Standards for Deci ions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders in writing of (i) any occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date and Benchmark Transition Start Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes and (iv) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or Lenders pursuant to this Section 3 .03 including, without limitation, any determination with respect to a tenor, comparable replacement rate or adjustment, or implementation of any Benchmark Replacement Rate Conforming Changes, or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding on all parties hereto absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section 3 ..03 and shall not be a basis of any claim of liability of any kind or nature by any party hereto, all such claims being hereby waived individually be each party hereto.

(e) Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Eurodollar Borrowing of, conversion to or continuation of Eurodollar Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR Loans. During any Benchmark Unavailability Period, the components of the Alternate Base Rate based upon the Adjusted LIBO Rate will not be used in any determination of the Alternate Base Rate."

2.3 Amendment to Section 9.05(k). Section 9.05(k) is hereby amended by adding the phrase "as of November 12, 2019" immediately after the phrase "the Pennsylvania Department of State" in the proviso to clause (i) thereof.

Section 3. Borrowing Base. The parties hereto consent to postponing the November 1, 2019 Scheduled Redetermination to a date not later than January 31, 2020.

Section 4. Effectiveness. This Fourth Amendment shall become effective on the first date on which each of the conditions set forth in this Section 4 is satisfied (the "Fourth Amendment Effective Date"):

4.1 The Administrative Agent shall have received duly executed counterparts (in such number as may be reasonably requested by the Administrative Agent) of this Fourth Amendment from the Borrower, each Guarantor, and Lenders constituting the Majority Lenders.

4.2 At the time of and immediately after giving effect to this Fow1h Amendment, (a) no Default or Event of Default shall have occurred and be continuing and (b) no event or events shall have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

4.3 There shall be no material pending or threatened litigation against the Borrower or any Guarantor, except as disclosed in writing to the Administrative Agent prior to the Fourth Amendment Effective Date.

4.4 The Borrower shall have paid all amounts due and payable on or prior to the Fourth Amendment Effective Date to the extent invoiced two (2) Business Days prior to the Fourth Amendment Effective Date, including all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement.

Section 5. ABS Transactions. From and after the Fourth Amendment Effective Date the Borrower agrees neither it nor any of its Subsidiaries will enter into any subsequent securitization transactions without necessary Lender approval.

Section 6. Governing Law. THIS FOURTH AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 7. Miscellaneous. (a) On and after the Fourth Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in each other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended or otherwise modified by this Fourth Amendment; (b) the execution, delivery and effectiveness of this Fourth Amendment shall not operate as a waiver of any default of the Borrower or any right, power or remedy of the Administrative Agent or the Lenders under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents; (c) this Fou1th Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart; and (d) delivery of an executed counterpart of a signature page to this Fourth Amendment by electronic mail shall be effective as delivery of a manually executed counterpart of this Fourth Amendment.

Section 8. Ratification and Affirmation: Representations and Warranties. The Borrower and each Guarantor hereby (a) acknowledges the terms of this Fourth Amendment; (b) ratifies and affirms its obligations under, and acknowledges, renews and extends its continued liability under, each Loan Document to which it is a patty and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended or modified hereby; and (c) represents and warrants to the Lenders that as of the Fou1th Amendment Effective Date, after giving effect to the terms of this Fourth Amendment: (i) all of the representations and warranties contained in each Loan Document to which it is a party are true and correct, except to the extent any such representations and warranties are expressly limited to an earlier date, in which case such representations and warranties shall be true and correct as of such specified earlier date, (ii) no Default or Event of Default has occurred and is continuing, and (iii) no event or events have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 9. Loan Document. This Fourth Amendment is a Loan Document as defined and described in the Credit Agreement and all of the terms and provisions of the Credit Agreement relating to Loan Documents shall apply hereto.

Section 10. No Oral Agreement. THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING THIS FOURTH AMENDMENT, EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN AND AMONG THE PARTIES AND SUPERSEDE ALL OTHER AGREEMENTS AND UNDERSTANDINGS BETWEEN AND AMONG SUCH PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN AND AMONG THE PARTIES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed by their officers thereunto duly authorized as of the date first above written.

BORROWER:

DIVERSIFIED GAS & OIL CORPORATION
a Delaware corporation

By: /s/ Robert R. Huston, Jr.
Name: Robert R. Huston, Jr.
Title: Chief Executive Officer

GUARANTORS:

DIVERSIFIED PRODUCTION LLC
DIVERSIFIED ENERGY MARKETING LLC
DIVERSIFIED MIDSTREAM LLC

By: /s/ Robert R. Huston, Jr.
Name: Robert R. Huston, Jr.
Title: Chief Executive Officer

KEYBANK NATIONAL ASSOCIATION, as Joint Lead Arranger, Joint Bookrunner and Administrative Agent and a Lender

By: /s/ George E. McKean
Name: George E. McKean
Title: Senior Vice President

BRANCH BANKING AND TRUST COMPANY, as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent, and a Lender

By: /s/ Robert Kret
Name: Robert Kret
Title: VP

CITIZENS BANK, N.A., as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent and a Lender

By: /s/ Scott Donaldson
Name: Scott Donaldson
Title: Senior Vice President

ROYAL BANK OF CANADA, as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent, and a Lender

By: /s/ Emilee Scott
Name: Emilee Scott
Title: Authorized Signatory

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a Co-Document Agent, and a Lender

By: /s/ Donovan C. Broussard
Donovan C. Broussard
Authorized Signatory

By: /s/ Scott W. Danvers
Scott W. Danvers
Authorized Signatory

DNB BANK ASA, NEW YORK BRANCH, as a Co-Documentation Agent

By: /s/ Evan W. Uhlick
Name: Evan W. Uhlick
Title: Senior Vice President

By: /s/ Devan Patel
Name: Devan Patel
Title: Vice President

DNB CAPITAL LLC as a Lender

By: /s/ Evan W. Uhlick
Name: Evan W. Uhlick
Title: Senior Vice President

By: /s/ Devan Patel
Name: Devan Patel
Title: Vice President

THE HUNTINGTON NATIONAL BANK, as Co-Documentation Agent and a Lender

By: /s/ Gregory R. Ryan
Name: GREGORY R. RYAN
Title: MANAGING DIRECTOR

ING CAPITAL LLC, as a Co-Documentation Agent and a Lender

By: /s/ Juli Bieser
Name: Juli Bieser
Title: Managing Director

By: /s/ Scott Lamoreaux
Name: Scott Lamoreaux
Title: Director

U.S. BANK NATIONAL ASSOCIATION, as a Co-Document Agent and a Lender

By: /s/ Nicholas T. Hanford
Name: Nicholas T. Hanford
Title: Vice President

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as a Lender

By: /s/ Michael Willis
Name: Michael Willis
Title: Managing Director

By: /s/ Joseph Cariello
Name: Joseph Cariello
Title: Director

BBVA USA, as a Lender

By: /s/ Julia Barnhill
Name: Julia Barnhill
Title: Vice President

IBERIABANK, as a Lender

By: /s/ Blakely Norris
Name: Blakely Norris
Title: Vice President

CIT BANK, N.A., as a Lender

By: /s/ Katya Evseev
Name: Katya Evseev
Title: Director

FIRST HORIZON BANK, as a Lender

By: /s/ David McCarver
Name: David McCarver
Title: Senior Vice President, Energy Lending

Exhibit 4.8

Execution Version

FIFTH AMENDMENT

TO

AMENDED, RESTATED AND CONSOLIDATED
REVOLVING CREDIT AGREEMENT

DATED AS OF JANUARY 22, 2020

AMONG

DIVERSIFIED GAS & OIL CORPORATION,
AS BORROWER,

THE GUARANTORS PARTY HERETO,

KEYBANK NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT,

AND

THE LENDERS PARTY HERETO

FIFTH AMENDMENT TO AMENDED, RESTATED AND CONSOLIDATED REVOLVING CREDIT AGREEMENT

This Fifth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement (this "Fifth Amendment") dated as of January 22, 2020, is among Diversified Gas & Oil Corporation, a Delaware corporation (the "Borrower"), each of the undersigned guarantors (the "Guarantor"), each Lender (as defined below) party hereto, and KeyBank National Association, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent").

RECITALS

A. The Borrower, the Administrative Agent and the banks and other financial institutions from time to time party thereto (together with their respective successors and assigns in such capacity, each a "Lender") have entered into that certain Amended, Restated and Consolidated Revolving Credit Agreement dated as of December 7, 2018, as amended by that certain First Amendment dated as of April 18, 2019, that certain Second Amendment dated as of June 28, 2019, that certain Third Amendment dated as of November 13, 2019, and that certain Fourth Amendment dated as of January 9, 2020 (as further amended, restated, modified or supplemented from time to time, the "Credit Agreement").

B. The Borrower has requested and the Lenders signatory hereto and the Administrative Agent have agreed to amend certain provisions of the Credit Agreement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, to induce the Administrative Agent and the Lenders to enter into this Fifth Amendment and in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Unless otherwise defined in this Fifth Amendment, each capitalized term used in this Fifth Amendment has the meaning assigned to such term in the Credit Agreement. Unless otherwise indicated, all section references in this Fifth Amendment refer to sections of the Credit Agreement.

Section 2. Amendments. Subject to the Satisfaction of the Conditions Precedent in Section 5 of this Fifth Amendment, the following Amendments to the Credit Agreement shall be effective:

2.1 Section 1.02. Section 1.02 is hereby amended by amending or adding the following defined terms in their entirety:

> "Agreement" means this Amended, Restated and Consolidated Revolving Credit Agreement, including the Schedules and Exhibits hereto, as amended by that certain First Amendment dated as of April 18, 2019, that certain Second Amendment dated as of June 28, 2019, that certain Third Amendment dated as of November 13, 2019, that certain Fourth Amendment dated as of January 9, 2020, that certain Fifth Amendment dated as of January 22, 2020, and as the same may be further amended, modified, supplemented, restated, replaced or otherwise modified from time to time.

"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.

"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. § 4 7.3(b); or

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

"Covered Party" has the meaning assigned to such term m Section 12.20(a).

"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.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute, together with the rules and regulations promulgated thereunder.

"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).

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents, partners and advisors (including attorneys, accountants and experts) of such Person and such Person's Affiliates.

"Supported QFC" has the meaning assigned to such term in Section 12.20.

"U.S. Special Resolution Regimes" has the meaning assigned to such term in Section 12.20.

2.2 Amendment to Section 9.17(a)(i). Section 9.17(a)(i) is hereby amended by deleting such Section in its entirety and replacing it with the following:

"(i) Swap Agreements with an Approved Counterparty in respect of commodities entered into not for speculative purposes the notional volumes for which (when aggregated with other commodity Swap Agreements then in effect other than basis differential swaps on volumes already hedged pursuant to other Swap Agreements) do not exceed, as of the date such Swap Agreement is entered into (A) ninety percent (90%) of the reasonably anticipated projected production (as such production is projected in the most recent Reserve Report delivered pursuant to the terms of this Agreement) from Proved Reserves from the Borrower's and its Restricted Subsidiaries' Oil and Gas Properties for each month during the period which such Swap Agreement is in effect for each of crude oil, natural gas and natural gas liquids, calculated separately, for the period of thirty six (36) months following the date such Swap Agreement is entered into and (B) seventy five percent (75%) of the reasonably anticipated projected production (as such production is projected in the most recent Reserve Report delivered pursuant to the terms of this Agreement) from Proved Reserves from the Borrower's and its Restricted Subsidiaries' Oil and Gas Properties for each month during the period which such Swap Agreement is in effect for each of crude oil, natural gas and natural gas liquids, calculated separately for the period of thirty seven (37) to sixty (60) months following the date such Swap Agreement is entered into; provided that (x) the Borrower may update the projections referenced in Section 9.17(a)(i)(A) and Section 9.17(a)(i)(B) above (as well as Section 9.17(a)(ii)(A) below) by providing the Administrative Agent an internal report prepared by or under the supervision of the chief engineer of the Borrower and its other Group Members and any additional informational reasonably requested by the Administrative Agent that is, in each case, reasonably satisfactory to the Administrative Agent (and shall include new reasonably anticipated Hydrocarbon production from new wells or other production improvements and any dispositions, well shut-ins and other reductions of, or decreases to, production) and (y) any Swap Agreements shall not, in any case, have a tenor of greater than five (5) years (provided that a Swap Agreement that may be or is extended by the exercise of an option to extend such a Swap Agreement for an additional term of up to sixty (60) months at the end of the initial term of such Swap Agreement is permitted); provided further that the foregoing limitations shall not apply to purchased put options or floors for Hydrocarbons that are not related to corresponding calls, collars or swaps and with respect to which any Group Member has no payment obligation other than premiums and charges the total amount of which are fixed and known at the time such transaction is entered into;"

2.3 Amendment to Section 12.04(b)(i)(A). Section 12.04(b)(i)(a) is hereby amended by deleting such Section in its entirety and replacing it with the following:

"(A) the Borrower; provided that no consent of the Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund, or, if an Event of Default has occurred and is continuing, to any Assignee, and provided further, the Borrower shall be deemed to have consented to any such Assignee if it has not objected to such Assignee within ten (10) Business Days after receiving notice of such assignment; and"

2.4 Amendment to Article XII. Article XII is hereby amended by adding the following new Section 12.20:

"Section 12.20 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Agreements or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and each such QFC a "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):

(a) 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 3. Borrowing Base. From and after the Fifth Amendment Effective Date until the next Scheduled Redetermination, the Borrowing Base shall be $650,000,000. The Borrowing Base may be subject to further adjustment from time to time in accordance with the Credit Agreement.

Section 4. Assignments and Reallocations. For an agreed consideration, the existing Lenders (the "Existing Lenders") have agreed among themselves to assign portions of their Commitments, Maximum Credit Amounts, Applicable Percentages and Revolving Credit Exposures and to allow Credit Suisse AG, Cayman Islands Branch, Goldman Sachs Bank USA, and Morgan Stanley Bank, N.A. (collectively, the "New Lenders") to acquire their interests in the Commitments, Maximum Credit Amounts, Applicable Percentages and Revolving Credit Exposures. Each of the Administrative Agent and the Borrower hereby consents to (a) such assignments of the Commitments, Maximum Credit Amounts, Applicable Percentages and Revolving Credit Exposures and (b) the New Lenders' acquisition of interests in the Commitments, Maximum Credit Amounts, Applicable Percentages and Revolving Credit Exposures. The assignments by the Existing Lenders necessary to effect the reallocation of the Commitments, Maximum Credit Amounts, Applicable Percentages and Revolving Credit Exposures and the assumptions by the New Lenders necessary for them to acquire such interests are hereby consummated pursuant to the terms and provisions of this Fifth Amendment and Section 12.04(b), and the Borrower, the Administrative Agent and each Lender, including the New Lenders, hereby consummates such assignment and assumption pursuant to the terms, provisions and representations of the Assignment and Assumption attached as Exhibit G to the Credit Agreement as if each of them had executed and delivered an Assignment and Assumption (with the Effective Date (as defined therein) being the Fifth Amendment Effective Date); provided that (i) the Administrative Agent hereby waives the $3,500 processing and recordation fee set forth in Section 12.04(6)(ii)(C) with respect to such assignments and assumptions, and (ii) if any New Lender is a Non-US Lender it shall have delivered to the Borrower (with a copy to the Administrative Agent) the documentation required pursuant to Section 5.03(g). On the Fifth Amendment Effective Date and after giving effect to such assignments and assumptions, the Applicable Percentage and Maximum Credit Amount of each Lender shall be as set forth in Annex I hereto. Each Lender, including the New Lenders, hereby consents and agrees to the Applicable Percentages and Maximum Credit Amounts as set forth in Annex I hereto.

Section 5. Effectiveness. This Fifth Amendment shall become effective on the first date on which each of the conditions set forth in this Section 5 is satisfied (the "Fifth Amendment Effective Date"):

5.1 The Administrative Agent shall have received duly executed counterparts (in such number as may be reasonably requested by the Administrative Agent) of this Fifth Amendment from the Borrower, each Guarantor, and Lenders constituting the Required Lenders.

5.2 At the time of and immediately after giving effect to this Fifth Amendment, (a) no Default or Event of Default shall have occurred and be continuing and (b) no event or events shall have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

5.3 There shall be no material pending or threatened litigation against the Borrower or any Guarantor, except as disclosed in writing to the Administrative Agent prior to the Fifth Amendment Effective Date.

5.4 The Borrower shall have paid all amounts due and payable on or prior to the Fifth Amendment Effective Date to the extent invoiced two (2) Business Days prior to the Fifth Amendment Effective Date, including all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement.

Section 6. Governing Law. THIS FIFTH AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 7. Miscellaneous. (a) On and after the Fifth Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in each other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended or otherwise modified by this Fifth Amendment; (b) the execution, delivery and effectiveness of this Fifth Amendment shall not operate as a waiver of any default of the Borrower or any right, power or remedy of the Administrative Agent or the Lenders under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents; (c) this Fifth Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart; and (d) delivery of an executed counterpart of a signature page to this Fifth Amendment by electronic mail shall be effective as delivery of a manually executed counterpart of this Fifth Amendment.

Section 8. Ratification and Affirmation; Representations and Warranties. The Borrower and each Guarantor hereby (a) acknowledges the terms of this Fifth Amendment; (b) ratifies and affirms its obligations under, and acknowledges, renews and extends its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended or modified hereby; and (c) represents and warrants to the Lenders that as of the Fifth Amendment Effective Date, after giving effect to the terms of this Fifth Amendment: (iJ all of the representations and warranties contained in each Loan Document to which it is a party are true and correct, except to the extent any such representations and warranties are expressly limited to an earlier date, in which case such representations and warranties shall be true and correct as of such specified earlier date, (ii) no Default or Event of Default has occurred and is continuing, and (iii) no event or events have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 9. Loan Document. This Fifth Amendment is a Loan Document as defined and described in the Credit Agreement and all of the terms and provisions of the Credit Agreement relating to Loan Documents shall apply hereto.

Section 10. No Oral Agreements. THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING THIS FIFTH AMENDMENT, EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN AND AMONG THE PARTIES AND SUPERSEDE ALL OTHER AGREEMENTS AND UNDERSTANDINGS BETWEEN AND AMONG SUCH PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN AND AMONG THE PARTIES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to be executed by their officers thereunto duly authorized as of the date first above written.

BORROWER:

DIVERSIFIED GAS & OIL CORPORATION
a Delaware corporation

By: /s/ Robert R. Huston, Jr.
Name: Robert R. Huston, Jr.
Title: Chief Executive Officer

GUARANTORS:

DIVERSIFIED PRODUCTION LLC
DIVERSIFIED ENERGY MARKETING LLC
DIVERSIFIED MIDSTREAM LLC

By: /s/ Robert R. Huston, Jr.
Name: Robert R. Huston, Jr.
Title: Chief Executive Officer

KEYBANK NATIONAL ASSOCIATION, as Joint Lead Arranger, Joint Bookrunner and Administrative Agent and a Lender

By: /s/ George E. McKean
Name: George E. McKean
Title: Senior Vice President

TRUIST BANK, formerly known as Branch Banking and Trust Company, as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent, and a Lender

By: /s/ Greg Krablin
Name: Greg Krablin
Title: Senior Vice President

CITIZENS BANK, N.A., as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent and a Lender

By: /s/ Scott Donaldson
Name: Scott Donaldson
Title: Senior Vice President

The following signature of Royal Bank of Canada is only for the purpose of the assignment in Section 4 of this Fifth Amendment.

ROYAL BANK OF CANADA, as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent, and a Lender

By: /s/ Emilee Scott
Name: Emilee Scott
Title: Authorized Signatory

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a Co-Document Agent, and a Lender

By: /s/ Donovan C. Broussard
Donovan C. Broussard
Authorized Signatory

By: /s/ Jacob W. Lewis
Jacob W. Lewis
Authorized Signatory

DNB BANK ASA, NEW YORK BRANCH, as a Co-Documentation Agent

By: /s/ Birgitta Perezic
Name: Birgitta Perezic
Title: First Vice President

By: /s/ Devan Patel
Name: Devan Patel
Title: Vice President

DNB CAPITAL LLC as a Lender

By: /s/ Birgitta Perezic
Name: Birgitta Perezic
Title: First Vice President

By: /s/ Devan Patel
Name: Devan Patel
Title: Vice President

The following signature of The Huntington National Bank is only for the purpose of the assignment in Section 4 of this Fifth Amendment.

THE HUNTINGTON NATIONAL BANK, as Co-Documentation Agent and a Lender

By: /s/ STEPHEN HOFFMAN
Name: STEPHEN HOFFMAN
Title: MANAGING DIRECTOR

ING CAPITAL LLC, as a Co-Documentation Agent and a Lender

By: /s/ Juli Bieser
Name: Juli Bieser
Title: Managing Director

By: /s/ Lauren Gutterman
Name: Lauren Gutterman
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION, as a Co-Document Agent and a Lender

By: /s/ Nicholas T. Hanford
Name: Nicholas T. Hanford
Title: Vice President

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as a Lender

By: /s/ Joseph Cariello
Name: Joseph Cariello
Title: Director

By: /s/ Nimisha Srivastav
Name: Nimisha Srivastav
Title: Director

BBVA USA, as a Lender

By: /s/ Julia Barnhill
Name: Julia Barnhill
Title: Vice President

IBERIABANK, as a Lender

By: /s/ Blakely Norris
Name: Blakely Norris
Title: Vice President

CIT BANK, N.A., as a Lender

By: /s/ Jodie Gildersleeve
Name: Jodie Gildersleeve
Title: Vice President

FIRST HORIZON BANK, as a Lender

By: /s/ David McCarver
Name: David McCarver
Title: Senior Vice President, Energy Lending

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a Lender

By: /s/ Nupur Kumar
Name: Nupur Kumar
Title: Authorized Signatory

By: /s/ Andrew Griffin
Name: Andrew Griffin
Title: Authorized Signatory

GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Ryan Durkin
Name: Ryan Durkin
Title: Authorized Signatory

MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Julie Lilienfeld
Name: Julie Lilienfeld
Title: Authorized Signatory

ANNEX I

LIST OF MAXIMUM CREDIT AMOUNTS

[**Omitted**]

Annex I

Exhibit 4.9

Execution Version

SIXTH AMENDMENT

TO

AMENDED, RESTATED AND CONSOLIDATED
REVOLVING CREDIT AGREEMENT

DA TED AS OF MARCH 24, 2020

AMONG

DIVERSIFIED GAS & OIL CORPORATION,
AS BORROWER,

THE GUARANTORS PARTY HERETO,

KEYBANK NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT,

AND

THE LENDERS PARTY HERETO

SIXTH AMENDMENT TO AMENDED, RESTATED AND CONSOLIDATED REVOLVING CREDIT AGREEMENT

This Sixth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement (this "Sixth Amendment") dated as of March 24, 2020, is among Diversified Gas & Oil Corporation, a Delaware corporation (the "Borrower"), each of the undersigned guarantors (the "Guarantors"). each Lender (as defined below) party hereto, and KeyBank National Association, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the ''Administrative Agent").

RECITALS

A. The Borrower, the Administrative Agent and the banks and other financial institutions from time to time party thereto (together with their respective successors and assigns in such capacity, each a "Lender") have entered into that certain Amended. Restated and Consolidated Revolving Credit Agreement dated as of December 7, 2018, as amended by that certain First Amendment dated as of April 18, 2019, that certain Second Amendment dated as of June 28, 2019, that certain Third Amendment dated as of November 13, 20 I 9, that certain Fourth Amendment dated as of January 9, 2020, and that certain Fifth Amendment dated as of January 22, 2020 (as further amended, restated. modified or supplemented from time to time, the "Credit Agreement").

B. The Borrower has requested and the Lenders and the Administrative Agent have agreed to amend certain provisions of the Credit Agreement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, to induce the Administrative Agent and the Lenders to enter into this Sixth Amendment and in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. the parties hereto agree as follows:

Section 1. Definitions. Unless otherwise defined in this Sixth Amendment, each capitalized term used in this Sixth Amendment has the meaning assigned to such term in the Credit Agreement. Unless otherwise indicated, all section references in this Sixth Amendment refer to sections of the Credit Agreement.

Section 2. Amendments. Subject to the Satisfaction of the Conditions Precedent in Section 5 of this Sixth Amendment, the following Amendments to the Credit Agreement shall be effective:

2.1 Section 1.02. Section 1.02 is hereby amended by amending or adding the following defined terms in their entirety:

"ABS II" means Diversified ABS Phase II LLC, a Pennsylvania limited liability company, a wholly-owned subsidiary of ABS Holdings II and an Unrestricted Subsidiary of the Borrower.

"ABS Holdings II" means Diversified ABS Phase II Holdings LLC, a Pennsylvania limited liability company, and an Unrestricted Subsidiary of the Borrower.

"Agreement" means this Amended, Restated and Consolidated Revolving Credit Agreement, including the Schedules and Exhibits hereto, as amended by that certain First Amendment dated as of April 18, 2019, that certain Second Amendment dated as of June 28. 2019, that certain Third Amendment dated as of November 13, 2019. that certain Fourth Amendment dated as of January 9, 2020, that certain Fifth Amendment dated as of January 22. 2020, that certain Sixth Amendment dated as of March 24, 2020. and as the same may be further amended, modified. supplemented. restated. replaced or otherwise modified from time to time.

2.2 Amendment to Section 9.05(k). Section 9.05(k) is hereby amended by deleting such Section in its entirety and replacing it with the following:

"(k) Investments in:

(i) ABS Holdings and ABS; provided that the Borrower's Investment in such entities at any one time does not exceed those assets allocated to ABS pursuant to that certain Statement of Division filed by Diversified with the Pennsylvania Department of State as of November 12, 2019 (without giving effect to any appreciation in the value of such Investment after the date such Investment is made);

(ii) ABS Holdings II and ABS II; provided that the Borrower's Investment in such entities at any one time does not exceed those assets allocated to ABS II pursuant to that certain Statement of Division delivered for filing by Diversified with the Pennsylvania Department of State on March 23, 2020 (without giving effect to any appreciation in the value of such Investment after the date such Investment is made); and

(iii) other Unrestricted Subsidiaries, provided that the aggregate amount of all such Investments at any one time shall not exceed $10,000,000 (without giving effect to any appreciation in the value of such Investment after date such Investment is made);"

2.3 Amendment to Section 9.14. Section 9.14 is hereby amended by deleting such Section in its entirety and replacing it with the following:

"Section 9.14 Transactions with Affiliates Except for payment of Restricted Payments permitted by Section 9.04, the Borrower will not, and will not permit any other Group Member to, enter into any transaction, including any purchase, sale, lease or exchange of Property or the rendering of any service, with any Affiliate (other than between the Borrower and other Loan Parties) unless such transactions are otherwise not prohibited under this Agreement and are upon fair and reasonable terms no less favorable to it than it would obtain in a comparable arm's length transaction with a Person not an Affiliate and with respect to any such agreements with ABS and ABS II and their Affiliates, a Responsible Officer of the Borrower provides a certificate to the Administrative Agent upon entering into and on each amendment or modification of such agreement certifying to the foregoing."

Section 3. Borrowing Base. From and after the date of the closing of the ABS II Transaction (as defined below) until the next Scheduled Redetermination, the Borrowing Base shall be $425.0 million. The Borrowing Base may be subject to further adjustments from time to time in accordance with the Credit Agreement.

Section 4. Waivers.

4.1 Consideration for Transfer of Oil and Gas Properties. The cash consideration to be received by the Borrower from ABS II in connection with the transfers in one or more separate transactions by Diversified to ABS II of an undivided percentage of the working interest of not more than 29.4% of the operated and non-operated wellbores in which Diversified owns an interest (the "Transferred Assets") related to an asset backed securitization transaction (the "ABS II Transaction") will be less than 80% of the total consideration for the Transferred Assets and less than the Fair Market Value of the Transferred Assets. Section 9.11(d)(i) requires that at least 80% of the consideration for such transfer be cash and Section 9.11(d)(iii) requires that the consideration be at Fair Market Value. The Borrower has requested that the Majority Lenders waive, and the Majority Lenders signatory hereto hereby waive the requirements of Sections 9.11(d)(i) and (iii) that the consideration for the transfer of the Transferred Assets to ABS II pursuant to the ABS II Transaction be at least 80% cash and at Fair Market Value.

4.2 Swaps. The Borrower may, at its option, novate certain Swap Agreements associated with the ABS II Transaction. If it does so, it may receive less than 80% cash for such novation as required by Section 9.11(d)(i) and it may not receive Fair Market Value for such novation as required by Section 9.11(d)(iii). The Borrower has requested that the Majority Lenders waive, and the Majority Lenders signatory hereto hereby waive the requirements that the consideration for the novation of such Swap Agreements in connection with the transfer of the Transferred Assets be at least 80% cash and at Fair Market Value.

Section 5. Effectiveness. This Sixth Amendment shall become effective on the first date on which each of the conditions set forth in this Section 5 is satisfied (the "Sixth Amendment Effective Date"):

5.1 The Administrative Agent shall have received duly executed counterparts (in such number as may be reasonably requested by the Administrative Agent) of this Sixth Amendment from the Borrower, each Guarantor, and Lenders constituting the Majority Lenders.

5.2 The Administrative Agent shall have received a certificate from a Responsible Officer of the Borrower certifying as to the matters set forth in Section 8.18(d) with respect to the designation of ABS Holdings II and ABS II as Unrestricted Subsidiaries.

5.3 At the time of and immediately after giving effect to this Sixth Amendment, (a) no Default or Event of Default shall have occurred and be continuing and (b) no event or events shall have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

5.4 There shall be no material pending or threatened litigation against the Borrower or any Guarantor, except as disclosed in writing to the Administrative Agent prior to the Sixth Amendment Effective Date.

5.5 The Borrower shall have paid all amounts due and payable on or prior to the Sixth Amendment Effective Date to the extent invoiced two (2) Business Days prior to the Sixth Amendment Effective Date, including all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement.

Section 6. Additional Agreements.

6.1 Swaps. The Borrower agrees to be in compliance with Sections 9.17(a)(i)(A) and (B) no later than 30 days after the closing of the ABS II Transaction.

6.2 ABS II Transaction. In connection with the ABS II Transaction, the Borrower shall:

(a) deliver to the Administrative Agent copies of the documents to be used to complete the ABS II Transaction ("ABS II Documents") at least two Business Days prior to the close of the ABS II Transaction and such documents shall be in form and substance reasonably acceptable to the Administrative Agent;

(b) on the close of the ABS II Transaction deliver to the Administrative Agent a certificate from a Responsible Officer of the Borrower (i) certifying that the ABS II Transaction has been completed in accordance with the ABS II Documents, and (ii) stating that attached thereto are true and correct copies of the originals of the ABS II Documents used to complete the ABS II Transaction; and

(c) deliver to the Administrative Agent the certificate required by Section 9.14 with respect to each affiliate transaction entered into with ABS II.

6.3 Failure of ABS II Transaction to Occur. Should the ABS II Transaction fail to occur within five (5) Business Days after the later of (a) the Sixth Amendment Effective Date or (b) the date on which ABS II is formed (such date, the "Expiration Date"; provided that the Expiration Date shall not be later than April 30, 2020), the Borrower agrees to (i) merge ABS II back into Diversified with Diversified as the surviving entity on or before the Expiration Date and (ii) unwind any Swap Agreements entered into by ABS II such that the Borrower is in compliance with Sections 9.17(a)(i)(A) and (B) no later than two (2) Business Days after the Expiration Date; provided that in each instance of (i) and (ii) the Administrative Agent may extend the periods therein by up to an additional two (2) Business Days.

6.4 Repayment of Loans. The Borrower agrees to make a prepayment of the principal of the Loans in an amount not less than the net proceeds the Borrower receives in connection with the ABS II Transaction after deduction for fees and expenses associated therewith and the mandatory interest reserve required thereunder plus accrued interest on the date of the closing of the ABS II Transaction; provided that such principal amount shall not be less than $185.0 million.

Section 7. Governing Law. THIS SIXTH AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 8. Miscellaneous. (a) On and after the Sixth Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in each other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended or otherwise modified by this Sixth Amendment; (b) the execution, delivery and effectiveness of this Sixth Amendment shall not operate as a waiver of any default of the Borrower or any right, power or remedy of the Administrative Agent or the Lenders under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents; (c) this Sixth Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart; and (d) delivery of an executed counterpart of a signature page to this Sixth Amendment by electronic mail shall be effective as delivery of a manually executed counterpart of this Sixth Amendment.

Section 9. Ratification and Affirmation; Representations and Warranties. The Borrower and each Guarantor hereby (a) acknowledges the terms of this Sixth Amendment; (b) ratifies and affirms its obligations under, and acknowledges, renews and extends its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended or modified hereby; and (c) represents and warrants to the Lenders that as of the Sixth Amendment Effective Date. after giving effect to the terms of this Sixth Amendment: (i) all of the representations and warranties contained in each Loan Document to which it is a party are true and correct, except to the extent any such representations and warranties are expressly limited to an earlier date, in which case such representations and warranties shall be true and correct as of such specified earlier date, (ii) no Default or Event of Default has occurred and is continuing, and (iii) no event or events have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 10. Limitation of Waivers. The waivers contained herein, shall not be a consent, waiver or agreement by the Administrative Agent or the Lenders of any Defaults or Events of Default, as applicable, which may exist or which may occur in the future under the Credit Agreement or any other Loan Document (collectively, "Violations"). Similarly, nothing contained in this Sixth Amendment shall directly or indirectly in any way whatsoever: (a) impair, prejudice or otherwise adversely affect the Administrative Agent's or the Lenders' right at any time to exercise any right, privilege or remedy in connection with the Credit Agreement or any other Loan Document, as the case may be, with respect to any Violations, (b) amend or alter any provision of the Credit Agreement the other Loan Documents, or any other contract or instrument, or (c) constitute any course of dealing or other basis for altering any obligation of the Borrower or any right, privilege or remedy of the Administrative Agent or the Lenders under the Credit Agreement, the other Loan Documents, or any other contract or instrument, as applicable. Nothing in this Sixth Amendment shall be construed to be a consent by the Administrative Agent or the Lenders to any Violations.

Section 11. Loan Document. This Sixth Amendment is a Loan Document as defined and described in the Credit Agreement and all of the terms and provisions of the Credit Agreement relating to Loan Documents shall apply hereto.

Section 12. No Oral Agreements. THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING THIS SIXTH AMENDMENT, EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN AND AMONG THE PARTIES AND SUPERSEDE ALL OTHER AGREEMENTS AND UNDERSTANDINGS BETWEEN AND AMONG SUCH PARTIES RELATING TO THE SUBJECT MA TIER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN AND AMONG THE PARTIES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Amendment to be executed by their officers thereunto duly authorized as of the date first above written.

BORROWER:

DIVERSIFIED GAS & OIL CORPORATION
a Delaware corporation

By: /s/ Eric Williams
Name: Eric Williams
Title: Chief Financial Officer

GUARANTORS:

DIVERSIFIED PRODUCTION LLC
DIVERSIFIED ENERGY MARKETING LLC
DIVERSIFIED MIDSTREAM LLC

By: /s/ Eric Williams
Name: Eric Williams
Title: Chief Financial Officer

KEYBANK NATIONAL ASSOCIATION, as Joint Lead Arranger, Joint Bookrunner and Administrative Agent and a Lender

By: /s/ George E. McKean
Name: George E. McKean
Title: Senior Vice President

CITIZENS BANK, N.A., as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent and a Lender

By: /s/ Scott Donaldson
Name: Scott Donaldson
Title: Senior Vice President

ROYAL BANK OF CANADA, as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent, and a Lender

By: /s/ Royal Bank of Canada
Name: Royal Bank of Canada
Title:

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a Co-Document Agent, and a Lender

By: /s/ Donovan C. Broussard
Donovan C. Broussard
Authorized Signatory

By: /s/ Jacob W. Lewis
Jacob W. Lewis
Authorized Signatory

DNB BANK ASA, NEW YORK BRANCH, as a Co-Documentation Agent

By: /s/ Mita Zalavadia
Name: Mita Zalavadia
Title: Assistant Vice President

By: /s/ Samantha Stone
Name: Samantha Stone
Title: Vice President

DNB CAPITAL LLC as a Lender

By: /s/ Kelton Glasscock
Name: Kelton Glasscock
Title: Senior Vice President

By: /s/ James Grubb
Name: James Grubb
Title: First Vice President

THE HUNTINGTON NATIONAL BANK, as Co-Documentation Agent and a Lender

By: /s/ Jason Zilewicz
Name: Jason Zilewicz
Title: Director

ING CAPITAL LLC, as a Co-Documentation Agent and a Lender

By: /s/ ING Capital LLC
Name: ING Capital LLC
Title:

By: /s/ ING Capital LLC
Name: ING Capital LLC
Title:

U.S. BANK NATIONAL ASSOCIATION, as a Co-Document Agent and a Lender

By: /s/ Mark E. Thompson
Name: Mark E. Thompson
Title: Senior Vice President

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as a Lender

By: /s/ Credit Agricole Corporate and Investment Bank
Name: Credit Agricole Corporate and Investment Bank
Title:

By: /s/ Credit Agricole Corporate and Investment Bank
Name: Credit Agricole Corporate and Investment Bank
Title:

BBVA USA, as a Lender

By: /s/ Julia Barnhill
Name: Julia Barnhill
Title: Vice President

IBERIABANK, as a Lender

By: /s/ Iberiabank
Name: Iberiabank
Title:

CIT BANK, N.A., as a Lender

By: /s/ Katya Evseev
Name: Katya Evseev
Title: Director

TRUIST BANK f.k.a Branch Banking and Trust Company, as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent, and a Lender

By: /s/ ROBERT KRET
Name: ROBERT KRET
Title: VP

Goldman Sachs Bank USA, as a Lender

By: /s/ Jamie Minieri
Name: Jamie Minieri
Title: Authorized Signatory

FIRST TENNESSEE BANK NA, as a Lender

By: /s/ First Tennessee Bank NA
Name: First Tennessee Bank NA
Title:

Exhibit 4.10

Execution Version

SEVENTH AMENDMENT

TO

AMENDED, RESTATED AND CONSOLIDATED
REVOLVING CREDIT AGREEMENT

DATED AS OF MAY 21, 2020

AMONG

DIVERSIFIED GAS & OIL CORPORATION,
AS BORROWER,

THE GUARANTORS PARTY HERETO,

KEYBANK NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT,

AND

THE LENDERS PARTY HERETO

SEVENTH AMENDMENT TO AMENDED, RESTATED AND CONSOLIDATED REVOLVING CREDIT AGREEMENT

This Seventh Amendment to Amended. Restated and Consolidated Revolving Credit Agreement (this "Seventh Amendment") dated as of May 21, 2020. is among Diversified Gas & Oil Corporation. a Delaware corporation (the "Borrower"), each of the undersigned guarantors (the "Guarantors"). each Lender (as defined below) party hereto, and Key Bank National Association. as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent").

RECITALS

A. The Borrower, the Administrative Agent and the banks and other financial institutions from time to time party thereto (together with their respective successors and assigns in such capacity. each a "Lender") have entered into that certain Amended. Restated and Consolidated Revolving Credit Agreement dated as of December 7.2018, as amended by that certain First Amendment dated as of April I 8, 2019. that certain Second Amendment dated as of June 28, 2019, that certain Third Amendment dated as of November 13. 20 19. that certain Fourth Amendment dated as of January 9. 2020. that certain Fifth Amendment dated as of January 22. 2020 and that certain Sixth Amendment dated as of March 24. 2020 (as further amended. restated, modified or supplemented from time to time, the "Credit Agreement").

B. The Borrower has requested and the Lenders and the Administrative Agent have agreed to amend certain provisions of the Credit Agreement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, to induce the Administrative Agent and the Lenders to enter into this Seventh Amendment and in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration. the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section I. Definitions. Unless otherwise defined in this Seventh Amendment. each capitalized tern, used in this Seventh Amendment has the meaning assigned to such tern, in the Credit Agreement. Unless otherwise indicated. all section references in this Seventh Amendment refer to sections of the Credit Agreement.

Section 2. Amendments. Subject to the Satisfaction of the Conditions Precedent in Section 5 of this Seventh Amendment, the following Amendments to the Credit Agreement shall be effective:

2.1 Section 1.02. Section 1.02 is hereby amended by amending or adding the following defined terms in their entirety:

> "Agreement" means this Amended. Restated and Consolidated Revolving Credit Agreement, including the Schedules and Exhibits hereto. as amended by that certain First Amendment dated as of April 18. 20 19. that certain Second Amendment dated as of June 28, 20 I 9, that certain Third Amendment dated as of November 13. 2019, that certain Fourth Amendment dated as of January 9. 2020. that certain Fifth Amendment dated as of January 22. 2020. that certain Sixth Amendment dated as of March 24. 2020, that certain Seventh Amendment dated as of May 21. 2020. and as the same may be further amended, modified. supplemented. restated, replaced or otherwise modified from time to time.

"Holdings" means DP Bluegrass Holdings LLC. a Delaware limited liability company. and an Unrestricted Subsidiary of Diversified.

"SPV I" means DGOC Holdings Sub II LLC, a Delaware limited liability company, a wholly-owned subsidiary of Holdings and an Unrestricted Subsidiary of Diversified.

"SPV II" means DP Bluegrass LLC. a Delaware limited liability company. a wholly-owned subsidiary of Holdings and an Unrestricted Subsidiary of Diversified.

2.2 Amendment to Section 9.05(k). Section 9.05(k) is hereby amended by deleting such Section in its entirety and replacing it with the following:

"(k) Investments in:

(i) ABS Holdings and ABS: provided that the Borrower's Investment in such entities at any one time does not exceed those assets allocated to ABS pursuant to that certain Statement of Division filed by Diversified with the Pennsylvania Department of State as of November 12.201 9 (without giving effect to any appreciation in the value of such Investment after the date such Investment is made):

(ii) ABS Holdings II and ABS II; provided that the Borrower's Investment in such entities at any one time does not exceed those assets allocated to ABS II pursuant to that certain Statement of Division filed with the Pennsylvania Department of State and effective on April 8, 2020 (without giving effect to any appreciation in the value of such Investment after the date such Investment is made);

(iii) Holdings. SPV I and SPV II; provided that the Borrower's Investment in such entities at any one time shall be limited to the assets described in that certain Reorganization Agreement dated as of May 26. 2020 between NYTIS Exploration Company LLC, Knox Energy. LLC. Carbon Appalachia Enterprises, LLC (f/k/a Carbon Tennessee Company. LLC). Carbon Tennessee Mining Company. LLC. DP Bluegrass LLC (f/k/a Carbon West Virginia Company. LLC). DGOC Holdings Sub II LLC, Diversified Production LLC. Diversified Midstream LLC. and Diversified Gas and Oil Corporation (the "Reorganization Agreement") (without giving effect to any appreciation in the value of such Investment after the date such Investment is made); and

(iv) other Unrestricted Subsidiaries, provided that the aggregate amount of all such Investments at any one time shall not exceed $ 10,000,000 (without giving effect to any appreciation in the value of such Investment after date such Investment is made)."

2.3 Amendment to Section 9.14. Section 9.14 is hereby amended by deleting such Section in its entirety and replacing it with the following:

"Section 9.14 Transactions with Affiliates Except for payment of Restricted Payments permitted by Section 9.04. the Borrower will not, and will not permit any other Group Member to. enter into any transaction. including any purchase, sale, lease or exchange of Property or the rendering of any service. with any Affiliate (other than between the Borrower and other Loan Parties) unless such transactions are otherwise not prohibited under this Agreement and are upon fair and reasonable terms no less favorable to it than it would obtain in a comparable arm's length transaction with a Person not an Affiliate and with respect to any such agreements with ABS. ABS II. SPV I and SPV II and their Affiliates, a Responsible Officer of the Borrower provides a certificate to the Administrative Agent upon entering into and on each amendment or modification of such agreement certifying to the foregoing."

Section 3. Waiver. The Borrower will not receive cash consideration from SPV I and SPV II in connection with the Disposition, in one or more separate transactions to SPV I and SPV IL of the assets acquired pursuant to the Reorganization Agreement (the "Transferred Assets") related to the transactions with EQT Production Company and EQT Gathering. LLC and with Carbon Energy Corporation and Nytis Exploration (USA) Inc. described in the Reorganization Agreement (the "SPV I Transaction" and the "SPV II Transaction", respectively, and together, the "SPV Transactions"). Section 9.11(d)(i) requires that at least 80% of the consideration for the Disposition of the Transferred Assets be cash and Section 9.11(d)(iii) requires that the consideration be at Fair Market Value. The Borrower has requested that the Majority Lenders waive. and the Majority Lenders signatory hereto hereby waive the requirements of Sections 9.11(d)(i) and (iii) that the consideration for the Disposition of the Transferred Assets to SPV I and SPV II pursuant to the SPV Transactions be at least 80% cash and at Fair Market Value.

Section 4. Effectiveness. This Seventh Amendment shall become effective on the first date on which each of the conditions set forth in this Section 4 is satisfied (the "Seventh Amendment Effective Date"):

4.1 The Administrative Agent shall have received duly executed counterparts (in such number as may be reasonably requested by the Administrative Agent) of this Seventh Amendment from the Borrower, each Guarantor. and Lenders constituting the Majority Lenders.

4.2 The Administrative Agent shall have completed satisfactory due diligence with respect to the Transferred Assets.

4.3 The Administrative Agent shall have received a certificate from a Responsible Officer of the Borrower certifying as to the matters set forth in Section 8.18(d) with respect to the designation of Holdings. SPV I and SPV II as Unrestricted Subsidiaries.

4.4 At the time of and immediately after giving effect to this Seventh Amendment, (a) no Default or Event of Default shall have occurred and be continuing and (b) no event or events shall have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

4.5 There shall be no material pending or threatened litigation against the Borrower or any Guarantor. except as disclosed in writing co the Administrative Agent prior to the Seventh Amendment Effective Date.

4.6 The Borrower shall have paid all amounts due and payable on or prior to the Seventh Amendment Effective Date to the extent invoiced two (2) Business Days prior to the Seventh Amendment Effective Date, including all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement.

Section 5. Additional Agreements.

5.1 SPV Transactions. In connection with the SPV Transactions. the Borrower shall:

(a) deliver to the Administrative Agent copies of the documents to be used to complete each SPV Transaction ("SPV Documents") at least two Business Days prior to the close of such SPV Transaction and such documents shall be in form and substance reasonably acceptable to the Administrative Agent:

(b) on the close of each SPV Transaction deliver to the Administrative Agent a certificate from a Responsible Officer of the Borrower (i) certifying that such SPV Transaction has been completed in accordance with the applicable SPV Documents. and (ii) stating that attached thereto are true and correct copies of the originals of such SPV Documents used to complete such SPV Transaction; and

(c) deliver to the Administrative Agent the certificate required by Section 9.14 with respect to each affiliate transaction entered into with SPV I and SPV II.

5.2 Repayment of Loans. When SPV I merges into SPV II, the Borrower agrees to repay $35.0 million under the Credit Agreement with funds received by the Borrower from Holdings. This repayment represents the funding under the Credit Agreement used by the Borrower to acquire the assets which were contributed to SPV I.

5.3 Closing of SPV Transactions. Notwithstanding anything else in this Seventh Amendment, if the SPV Transactions should fail to close before June 30. 2020, the amendments in Section 2 of this Seventh Amendment shall be null and void and of no effect whatsoever other than the amendment in Section 2.1 of the definition of "Agreement".

Section 6. Governing Law. THIS SEVENTH AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH. THE LAWS OF THE STATE OF NEW YORK.

Section 7. Miscellaneous. (a) On and after the Seventh Amendment Effective Date. each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in each other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended or otherwise modified by this Seventh Amendment; (b) the execution, delivery and effectiveness of this Seventh Amendment shall not operate as a waiver of any default of the Borrower or any right. power or remedy of the Administrative Agent or the Lenders under any of the Loan Documents. nor constitute a waiver of any provision of any of the Loan Documents: (c) this Seventh Amendment may be executed in any number of counterparts. all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart; and (d) delivery of an executed counterpart of a signature page to this Seventh Amendment by electronic mail shall be effective as delivery of a manually executed counterpart of this Seventh Amendment.

Section 8. Ratification and Affirmation; Representations and Warranties. The Borrower and each Guarantor hereby (a) acknowledges the terms of this Seventh Amendment; (b) ratifies and affirms its obligations under. and acknowledges, renews and extends its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended or modified hereby; and (c) represents and warrants to the Lenders that as of the Seventh Amendment Effective Date. after giving effect to the terms of this Seventh Amendment: (i) all of the representations and warranties contained in each Loan Document to which it is a party are true and correct, except to the extent any such representations and warranties are expressly limited to an earlier date. in which case such representations and warranties shall be true and correct as of such specified earlier date. (ii) no Default or Event of Default has occurred and is continuing. and (iii) no event or events have occurred which individually or in the aggregate could reasonably be expected 10 have a Material Adverse Effect.

Section 9. Limitation of Waivers. The waivers contained herein. shall not be a consent. waiver or agreement by the Administrative Agent or the Lenders of any Defaults or Events of Default. as applicable, which may exist or which may occur in the future under the Credit Agreement or an) other Loan Document (collectively. "Violations"). Similarly. nothing contained in this Seventh Amendment shall directly or indirectly in any way whatsoever: (a) impair. prejudice or otherwise adversely affect the Administrative Agent's or the Lenders' right at any time to exercise any right. privilege or remedy in connection with the Credit Agreement or any other Loan Document. as the case may be, with respect to any Violations. (b) amend or alter any provision of the Credit Agreement. the other Loan Documents. or any other contract or instrument. or (c) constitute any course of dealing or other basis for altering any obligation of the Borrower or any right. privilege or remedy of the Administrative Agent or the Lenders under the Credit Agreement. the other Loan Documents. or any other contract or instrument. as applicable. Nothing in this Seventh Amendment shall be construed to be a consent by the Administrative Agent or the Lenders to any Violations.

Section 10. Loan Document. This Seventh Amendment is a Loan Document as defined and described in the Credit Agreement and all of the terms and provisions of the Credit Agreement relating to Loan Documents shall apply hereto.

Section 11. No Oral Agreements. THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS. INCLUDING THIS SEVENTH AMENDMENT. EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN AND AMONG THE PARTIES AND SUPERSEDE ALL OTHER AGREEMENTS AND UNDERSTANDINGS BETWEEN AND AMONG SUCH PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR. CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN AND AMONG THE PARTIES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Amendment to be executed by their officers thereunto duly authorized as of the date first above written.

BORROWER:

DIVERSIFIED GAS & OIL CORPORATION a Delaware corporation

By: /s/ Benjamin Sullivan
Name: Benjamin Sullivan
Title: Executive Vice President and General Counsel

GUARANTORS:

DIVERSIFIED PRODUCTION LLC
DIVERSIFIED ENERGY MARKETING, LLC
DIVERSIFIED MIDSTREAM LLC

By: /s/ Benjamin Sullivan
Name: Benjamin Sullivan
Title: Executive Vice President and General Counsel

KEYBANK NATIONAL ASSOCIATION, as Joint Lead Arranger, Joint Bookrunner and Administrative Agent and a Lender

By: /s/ George E. McKean
Name: George E. McKean
Title: Senior Vice President

TRUST BANK, formally known as Branch Banking and Trust Company, as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent, and a Lender

By: /s/ Robert Kret
Name: Robert Kret
Title: VP

CITIZENS BANK, N.A., as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent and a Lender

By: /s/ Scott Donaldson
Name: Scott Donaldson
Title: Senior Vice President

ROYAL BANK OF CANADA, as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent, and a Lender

By: /s/ Royal Bank of Canada
Name: Royal Bank of Canada
Title:

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a Co-Document Agent, and a Lender

By: /s/ Donovan C. Broussard
Donovan C. Broussard
Authorized Signatory

By: /s/ Jacob W. Lewis
Jacob W. Lewis
Authorized Signatory

DNB BANK ASA, NEW YORK BRANCH, as a Co-Documentation Agent

By: /s/ Mita Zalavadia
Name: Mita Zalavadia
Title: Assistant Vice President

By: /s/ Ahelia Singh
Name: Ahelia Singh
Title: Assistant Vice President

DNB CAPITAL LLC as a Lender

By: /s/ Mita Zalavadia
Name: Mita Zalavadia
Title: Assistant Vice President

By: /s/ Ahelia Singh
Name: Ahelia Singh
Title: Assistant Vice President

THE HUNTINGTON NATIONAL BANK, as Co-Documentation Agent and a Lender

By: /s/ STEPHEN HOFFMAN
Name: STEPHEN HOFFMAN
Title: MANAGING DIRECTOR

ING CAPITAL LLC, as a Co-Documentation Agent and a Lender

By: /s/ ING Capital LLC
Name: ING Capital LLC
Title:

By: /s/ ING Capital LLC
Name: ING Capital LLC
Title:

U.S. BANK NATIONAL ASSOCIATION, as a Co-Document Agent and a Lender

By: /s/ Matthew A.Turner
Name: Matthew A.Turner
Title: Vice President

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as a Lender

By: /s/ Page C. Dillehunt
Name: Page C. Dillehunt
Title: Managing Director

By: /s/ Michael Willis
Name: Michael Willis
Title: Managing Director

BBVA USA, as a Lender

By: /s/ Julia Barnhill
Name: Julia Barnhill
Title: Vice President

IBERIABANK, as a Lender

By: /s/ W. Bryan Chapman
Name: W. Bryan Chapman
Title: Market President-Energy Lending

CIT BANK, N.A., as a Lender

By: /s/ Katya Evseev
Name: Katya Evseev
Title: Director

FIRST HORIZON BANK, as a Lender

By: /s/ W. David McCarver IV
Name: W. David McCarver IV
Title: Senior Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a Lender

By: /s/ Nupur Kumar
Name: Nupur Kumar
Title: Authorized Signatory

By: /s/ Andrew Griffin
Name: Andrew Griffin
Title: Authorized Signatory

GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Jamie Minieri
Name: Jamie Minieri
Title: Authorized Signatory

MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Jake Dowden
Name: Jake Dowden
Title: Authorized Signatory

Exhibit 4.11

Execution Version

EIGHTH AMENDMENT

TO

AMENDED, RESTATED AND CONSOLIDATED
REVOLVING CREDIT AGREEMENT

DATED AS OF JUNE 26, 2020

AMONG

DIVERSIFIED GAS & OIL CORPORATION,
AS BORROWER,

THE GUARANTORS PARTY HERETO,

KEYBANK NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT,

AND

THE LENDERS PARTY HERETO

EIGHTH AMENDMENT TO AMENDED, RESTATED AND CONSOLIDATED REVOLVING CREDIT AGREEMENT

This Eighth Amendment to Amended. Restated and Consolidated Revolving Credit Agreement (this "Eighth Amendment") dated as of June 26. 2020, is among Diversified Gas & Oil Corporation, a Delaware corporation (the "Borrower"), each of the undersigned guarantors (the "Guarantors"), each Lender (as defined below) party hereto, and KeyBank National Association, as administrative agent for the Lenders (in such capacity. together with its successors and assigns, the "Administrative Agent").

RECITALS

A. The Borrower, the Administrative Agent and the banks and other financial institutions from time to time party thereto (together with their respective successors and assigns in such capacity. each a "Lender") have entered into that certain Amended, Restated and Consolidated Revolving Credit Agreement dated as of December 7, 2018, as amended by that certain First Amendment dated as of April 18, 2019, that certain Second Amendment dated as of June 28, 2019. that certain Third Amendment dated as of November 13, 2019, that certain Fourth Amendment dated as of January 9. 2020, that certain Fifth Amendment dated as of January 22. 2020, that certain Sixth Amendment dated as of March 24, 2020, and that certain Seventh Amendment dated as of May 21, 2020 (as further amended, restated. modified or supplemented from time to time, the "Credit Agreement").

B. The Borrower has requested and the Lenders and the Administrative Agent have agreed to amend certain provisions of the Credit Agreement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, to induce the Administrative Agent and the Lenders to enter into this Eighth Amendment and in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration. the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section I. Definitions. Unless otherwise defined in this Eighth Amendment. each capitalized term used in this Eighth Amendment has the meaning assigned to such term in the Credit Agreement. Unless otherwise indicated, all section references in this Eighth Amendment refer to sections of the Credit Agreement.

Section 2. Amendments. Subject to the Satisfaction of the Conditions Precedent in Section 4 of this Eighth Amendment, the following Amendments to the Credit Agreement shall be effective:

2.1 Section 1.02. Section 1.02 is hereby amended by amending or adding the following defined terms in their entirety:

> "Agreement" means this Amended, Restated and Consolidated Revolving Credit Agreement, including the Schedules and Exhibits hereto, as amended by that certain First Amendment dated as of April 18, 2019, that certain Second Amendment dated as of June 28. 2019. that certain Third Amendment dated as of November 13. 2019. that certain Fourth Amendment dated as of January 9, 2020. that certain Fifth Amendment dated as of January 22, 2020, that certain Sixth Amendment dated as of March 24. 2020, that certain Seventh Amendment dated as of May 21. 2020, that certain Eighth Amendment dated as of June 26, 2020, and as the same may be further amended, modified, supplemented, restated, replaced or otherwise modified from time to time.

2.2 Amendment to Section 2.11(a). Section 2.11(a) is hereby amended by deleting such Section in its entirety and replacing it with the following:

"(a) Subject to the terms and conditions set forth herein, from time to time during the Availability Period, the Swing Line Lender agrees to make Swing Line Loans to the Borrower in an aggregate principal amount at any time outstanding that will not result in (i) the aggregate principal amount of outstanding Swing Line Loans exceeding the Swing Line Commitment or (ii) the sum of the Revolving Credit Exposures exceeding the total Commitments; provided that a Swing Line Lender shall not be required to make a Swing Line Loan to refinance an outstanding Swing Line Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Swing Line Loans."

2.3 Amendment to Section 8.15. Section 8.15 is hereby amended by deleting such Section in its entirety and replacing it with the following:

"Section 8.15 Swap Agreements. On each April 1st and October 1st, the Loan Parties shall be party to Swap Agreements (including without limitation puts and floors) in respect of commodities the net notional volumes for which (when aggregated with other commodity Swap Agreements then in effect (other than basis differential swaps on volumes already hedged pursuant to other swap Agreements)) equal at least:

(a) (i) 65% of the reasonably anticipated Hydrocarbon production from the Group Member's total proved developed producing reserves as forecast based upon the most recent Reserve Report delivered pursuant to Section 8.11 for each month during the 12 month period from such April 1st and October 1st, as applicable, and (ii) 35% of the reasonably anticipated Hydrocarbon production from the Group Member's total proved developed producing reserves as forecast based upon the most recent Reserve Report delivered pursuant to Section 8.11 for each month during the 12 month period thereafter; and

(b) (i) 50% of the reasonably anticipated Hydrocarbon production from the Group Member's total proved developed producing reserves of natural gas as forecast based upon the most recent Reserve Report delivered pursuant to Section 8.11 for each month during the 12 month period from such April 1st and October 1st, as applicable, and (ii) 25% of the reasonably anticipated Hydrocarbon production from the Group Member's total proved developed producing reserves of natural gas as forecast based upon the most recent Reserve Report delivered pursuant to Section 8.11 for each month during the 12 month period thereafter.

The amounts set forth in Sections 8.l5(a) and (b) being the "Minimum Required Volume"."

2.4 Amendment to Section 9.17(a)(i). Section 9.17(a)(i) is hereby amended by deleting such Section in its entirety and replacing it with the following:

"(i) Swap Agreements with an Approved Counterparty in respect of commodities entered into not for speculative purposes the notional volumes for which (when aggregated with other commodity Swap Agreements then in effect other than basis differential swaps on volumes already hedged pursuant to other Swap Agreements) do not exceed, as of the date such Swap Agreement is entered into (A) ninety percent (90%) of the reasonably anticipated projected production (as such production is projected in the most recent Reserve Report delivered pursuant to the terms of this Agreement) from Proved Reserves from the Borrower's and its Restricted Subsidiaries' Oil and Gas Properties for each month during the period which such Swap Agreement is in effect for each of crude oil, natural gas and natural gas liquids, calculated separately, for the period of thirty six (36) months following the date such Swap Agreement is entered into and (B) seventy five percent (75%) of the reasonably anticipated projected production (as such production is projected in the most recent Reserve Report delivered pursuant to the terms of this Agreement) from Proved Reserves from the Borrower's and its Restricted Subsidiaries' Oil and Gas Properties for each month during the period which such Swap Agreement is in effect for each of crude oil, natural gas and natural gas liquids, calculated separately for the period of thirty seven (37) to seventy two (72) months following the date such Swap Agreement is entered into: provided that (x) the Borrower may update the projections referenced in Section 9.17(a)(i)(A) and Section 9.17(a)(i)(B) above (as well as Section 9.17(a)(ii)(A) below) by providing the Administrative Agent an internal report prepared by or under the supervision of the chief engineer of the Borrower and its other Group Members and any additional information reasonably requested by the Administrative Agent that is, in each case, reasonably satisfactory to the Administrative Agent (and shall include new reasonably anticipated Hydrocarbon production from new wells or other production improvements and any dispositions. well shut-ins and other reductions of, or decreases to, production) and (y) any Swap Agreements shall not, in any case, have a tenor of greater than six (6) years (provided that a Swap Agreement that may be or is extended by the exercise of an option to extend such a Swap Agreement for an additional term of up to sixty (60) months at the end of the initial term of such Swap Agreement is permitted); provided further that the foregoing limitations shall not apply to purchased put options or floors for Hydrocarbons that are not related to corresponding calls, collars or swaps and with respect to which any Group Member has no payment obligation other than premiums and charges the total amount of which are fixed and known at the time such transaction is entered into;"

Section 3. Borrowing Base. From and after the Eighth Amendment Effective Date until the next Scheduled Redetermination, the Borrowing Base shall be $425.0 million. The Borrowing Base may be subject to further adjustment from time to time in accordance with the Credit Agreement. Such Borrowing Base constitutes the Scheduled Redetermination for the spring of 2020.

Section 4. Effectiveness. This Eighth Amendment shall become effective on the first date on which each of the conditions set forth in this Section 4 is satisfied (the "Eighth Amendment Effective Date"):

4.1 The Administrative Agent shall have received duly executed counterparts (in such number as may be reasonably requested by the Administrative Agent) of this Eighth Amendment from the Borrower, each Guarantor, and Lenders constituting the Required Lenders.

4.2 At the time of and immediately after giving effect to this Eighth Amendment, (a) no Default or Event of Default shall have occurred and be continuing and (b) no event or events shall have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

4.3 There shall be no material pending or threatened litigation against the Borrower or any Guarantor, except as disclosed in writing to the Administrative Agent prior to the Eighth Amendment Effective Date.

4.4 The Borrower shall have paid all amounts due and payable on or prior to the Eighth Amendment Effective Date to the extent invoiced two (2) Business Days prior to the Eighth Amendment Effective Date, including all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement.

Section 5. Governing Law. THIS EIGHTH AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 6. Miscellaneous. (a) On and after the Eighth Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in each other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended or otherwise modified by this Eighth Amendment: (b) the execution. delivery and effectiveness of this Eighth Amendment shall not operate as a waiver of any default of the Borrower or any right, power or remedy of the Administrative Agent or the Lenders under any of the Loan Documents. nor constitute a waiver of any provision of any of the Loan Documents: (c) this Eighth Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart; and (d) delivery of an executed counterpart of a signature page to this Eighth Amendment by electronic mail shall be effective as delivery of a manually executed counterpart of this Eighth Amendment.

Section 7. Ratification and Affirmation; Representations and Warranties. The Borrower and each Guarantor hereby (a) acknowledges the terms of this Eighth Amendment: (b) ratifies and affirms its obligations under, and acknowledges, renews and extends its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended or modified hereby; and (c) represents and warrants to the Lenders that as of the Eighth Amendment Effective Date, after giving effect to the terms of this Eighth Amendment: (i) all of the representations and warranties contained in each Loan Document to which it is a party are true and correct, except to the extent any such representations and warranties are expressly limited to an earlier date, in which case such representations and warranties shall be true and correct as of such specified earlier date. (ii) no Default or Event of Default has occurred and is continuing, and (iii) no event or events have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 8. Loan Document. This Eighth Amendment is a Loan Document as defined and described in the Credit Agreement and all of the terms and provisions of the Credit Agreement relating to Loan Documents shall apply hereto.

Section 9. No Oral Agreements. THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING THIS EIGHTH AMENDMENT, EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN AND AMONG THE PARTIES AND SUPERSEDE ALL OTHER AGREEMENTS AND UNDERSTANDINGS BETWEEN AND AMONG SUCH PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN AND AMONG THE PARTIES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Eighth Amendment to be executed by their officers thereunto duly authorized as of the date first above written.

BORROWER:

DIVERSIFIED GAS & OIL CORPORATION a Delaware corporation

By: /s/ Eric Williams
Name: Eric Williams
Title: Executive Vice President and Chief Financial Officer

GUARANTORS:

DIVERSIFIED PRODUCTION LLC
DIVERSIFIED ENERGY MARKETING, LLC
DIVERSIFIED MIDSTREAM LLC

By: /s/ Eric Williams
Name: Eric Williams
Title: Executive Vice President and Chief Financial Officer

KEYBANK NATIONAL ASSOCIATION, as Joint Lead Arranger, Joint Bookrunner and Administrative Agent and a Lender

By: /s/ George E. McKean
Name: George E. McKean
Title: Senior Vice President

TRUIST BANK, formally known as Branch Banking and Trust Company, as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent, and a Lender

By: /s/ Benjamin L. Brown
Name: Benjamin L. Brown
Title: Director

CITIZENS BANK, N.A., as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent and a Lender

By: /s/ Scott Donaldson
Name: Scott Donaldson
Title: Senior Vice President

ROYAL BANK OF CANADA, as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent, and a Lender

By: /s/ Emilee Scott
Name: Emilee Scott
Title: Authorized Signatory

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a Co-Document Agent, and a Lender

By: /s/ Donovan C. Broussard
Donovan C. Broussard
Authorized Signatory

By: /s/ Jacob W. Lewis
Jacob W. Lewis
Authorized Signatory

DNB BANK ASA, NEW YORK BRANCH, as a Co-Documentation Agent

By: /s/ Ahelia Singh
Name: Ahelia Singh
Title: Assistant Vice President

By: /s/ Samantha Stone
Name: Samantha Stone
Title: Vice President

DNB CAPITAL LLC as a Lender

By: /s/ Ahelia Singh
Name: Ahelia Singh
Title: Assistant Vice President

By: /s/ Samantha Stone
Name: Samantha Stone
Title: Vice President

THE HUNTINGTON NATIONAL BANK, as Co-Documentation Agent and a Lender

By: /s/ The Huntington National Bank
Name: The Huntington National Bank
Title:

ING CAPITAL LLC, as a Co-Documentation Agent and a Lender

By: /s/ ING Capital LLC
Name: ING Capital LLC
Title:

By: /s/ ING Capital LLC
Name: ING Capital LLC
Title:

U.S. BANK NATIONAL ASSOCIATION, as a Co-Document Agent and a Lender

By: /s/ Mark E. Thompson
Name: Mark E. Thompson
Title: Senior Vice President

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as a Lender

By: /s/ Michael Willis
Name: Michael Willis
Title: Managing Director

By: /s/ Ting Lee
Name: Ting Lee
Title: Director

BBVA USA, as a Lender

By: /s/ Julia Barnhill
Name: Julia Barnhill
Title: Vice President

IBERIABANK, as a Lender

By: /s/ W. Bryan Chapman
Name: W. Bryan Chapman
Title: Market President-Energy Lending

CIT BANK, N.A., as a Lender

By: /s/ Katya Evseev
Name: Katya Evseev
Title: Director

FIRST HORIZON BANK, as a Lender

By: /s/ W. David McCarver IV
Name: W. David McCarver IV
Title: Senior Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a Lender

By: /s/ Nupur Kumar
Name: Nupur Kumar
Title: Authorized Signatory

By: /s/ Andrew Griffin
Name: Andrew Griffin
Title: Authorized Signatory

GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Jamie Minieri
Name: Jamie Minieri
Title: Authorized Signatory

MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Jake Dowden
Name: Jake Dowden
Title: Authorized Signatory

Exhibit 4.12

Execution Version

NINTH AMENDMENT

TO

AMENDED, RESTATED AND CONSOLIDATED
REVOLVING CREDIT AGREEMENT

DATED AS OF NOVEMBER 19, 2020

AMONG

DIVERSIFIED GAS & OIL CORPORATION,
AS BORROWER,

THE GUARANTORS PARTY HERETO,

KEYBANK NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT,

AND

THE LENDERS PARTY HERETO

NINTH AMENDMENT TO AMENDED, RESTATED AND CONSOLIDATED REVOLVING CREDIT AGREEMENT

This Ninth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement (this "Ninth Amendment") dated as of November 19, 2020, is among Diversified Gas & Oil Corporation, a Delaware corporation (the "Borrower"), each of the undersigned guarantors (the "Guarantors"), each Lender (as defined below) party hereto, and KeyBank National Association, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent").

RECITALS

A. The Borrower, the Administrative Agent and the banks and other financial institutions from time to time party thereto (together with their respective successors and assigns in such capacity, each a "Lender") have entered into that certain Amended, Restated and Consolidated Revolving Credit Agreement dated as of December 7, 2018, as amended by that certain First Amendment dated as of April 18, 2019, that certain Second Amendment dated as of June 28, 2019, that certain Third Amendment dated as of November 13, 2019, that certain Fourth Amendment dated as of January 9, 2020, that certain Fifth Amendment dated as of January 22, 2020, that certain Sixth Amendment dated as of March 24, 2020, that certain Seventh Amendment dated as of May 21, 2020 and that certain Eighth Amendment dated as of June 26, 2020 (as further amended, restated, modified or supplemented from time to time, the "Credit Agreement").

B. The Borrower has requested and the Lenders and the Administrative Agent have agreed to amend certain provisions of the Credit Agreement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, to induce the Administrative Agent and the Lenders to enter into this Ninth Amendment and in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Unless otherwise defined in this Ninth Amendment, each capitalized term used in this Ninth Amendment has the meaning assigned to such term in the Credit Agreement. Unless otherwise indicated, all section references in this Ninth Amendment refer to sections of the Credit Agreement.

Section 2. Amendments. Subject to the Satisfaction of the Conditions Precedent in Section 4 of this Ninth Amendment, the following Amendments to the Credit Agreement shall be effective:

2.1 Section 1.02. Section 1.02 is hereby amended by amending or adding the following defined terms in their entirety:

> "Agreement" means this Amended, Restated and Consolidated Revolving Credit Agreement, including the Schedules and Exhibits hereto, as amended by that certain First Amendment dated as of April 18, 2019, that certain Second Amendment dated as of June 28, 2019, that certain Third Amendment dated as of November 13, 2019, that certain Fourth Amendment dated as of January 9, 2020, that certain Fifth Amendment dated as of January 22, 2020, that certain Sixth Amendment dated as of March 24, 2020, that certain Seventh Amendment dated as of May 21, 2020, that certain Eighth Amendment dated as of June 26, 2020, that certain Ninth Amendment dated as of November 19, 2020, and as the same may be further amended, modified, supplemented, restated, replaced or otherwise modified from time to time.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark or payment period for interest calculated with reference to such Benchmark, as applicable, that is or may be used for determining the length of an Interest Period pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 3.03(e).

"Benchmark" means, initially, USD LIBOR; provided that if a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred with respect to USD LIBOR or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.03(b).

"Benchmark Replacement" means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(1) the sum of: (a) Term SOFR and (b) the related Benchmark Replacement Adjustment;

(2) the sum of: (a) Daily Simple SOFR and (b) the related Benchmark Replacement Adjustment;

(3) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for U.S. dollar-denominated syndicated credit facilities at such time and (b) the related Benchmark Replacement Adjustment;

provided that, in the case of clause (1), such Unadjusted Benchmark Replacement is displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion. If the Benchmark Replacement as determined pursuant to clause (1), (2) or (3) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then- current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement:

(1) for purposes of clauses (1) and (2) of the definition of "Benchmark Replacement," the first alternative set forth in the order below that can be determined by the Administrative Agent:

(a) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) as of the Reference Time such Benchmark Replacement is first set for such Interest Period that has been selected or recommended by the Relevant Governmental Body for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for the applicable Corresponding Tenor;

(b) the spread adjustment (which may be a positive or negative value or zero) as of the Reference Time such Benchmark Replacement is first set for such Interest Period that would apply to the fallback rate for a derivative transaction referencing the ISDA Definitions to be effective upon an index cessation event with respect to such Benchmark for the applicable Corresponding Tenor; and

(2) for purposes of clause (3) of the definition of "Benchmark Replacement," the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar- denominated syndicated credit facilities;

provided that, in the case of clause (1) above, such adjustment is displayed on a screen or other information service that publishes such Benchmark Replacement Adjustment from time to time as selected by the Administrative Agent in its reasonable discretion.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "ABR," the definition of "Alternate Base Rate", the definition of "Business Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof);

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein; or

(3) in the case of an Early Opt-in Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, so long as the Administrative Agent has not received, by 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, written notice of objection to such Early Opt-in Election from Lenders comprising the Majority Lenders.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) or a Relevant Governmental Body announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means the period (if any) (a) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03.

"Corresponding Tenor" with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"Daily Simple SOFR" means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for syndicated business loans; provided, that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.

"Early Opt-in Election" means, if the then-current Benchmark is USD LIBOR, the occurrence of:

(1) a notification by the Administrative Agent to (or the request by the Borrower to the Administrative Agent to notify) each of the other parties hereto that at least five (5) currently outstanding U.S. dollar-denominated syndicated credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate (and such syndicated credit facilities are identified in such notice and are publicly available for review), and

(2) the joint election by the Administrative Agent and the Borrower to trigger a fallback from USD LIBOR and the provision by the Administrative Agent of written notice of such election to the Lenders.

"Floor" means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to USD LIBOR.

"IFRS" means the accounting standards issued by the International Financial Reporting Standards Foundation and the International Accounting Standards Board and Adopted by the European Union in effect from time to time and subject to the conditions set forth in Section 1.05.

"ISDA Definitions" means the 2006 1SDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

"Reference Time" with respect to any setting of the then-current Benchmark means (1) if such Benchmark is USD LIBOR, 11:00 a.m. (London time) on the day that is two London banking days preceding the date of such setting, and (2) if such Benchmark is not USD LIBOR, the time determined by the Administrative Agent in its reasonable discretion.

"Relevant Governmental Body" means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto including without limitation the Alternative Reference Rates Committee.

"SOFR" means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator's Website on the immediately succeeding Business Day.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"Term SOFR" means, for the applicable Corresponding Tenor as of the applicable Reference Time, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"USD LIBOR" means the London interbank offered rate for U.S. dollars.

2.2 Amendment to Section 3.03. Section 3.03 is hereby amended by deleting such Section in its entirety and replacing it with the following:

"Section 3.03 Effect of Benchmark Transition Event.

(a) LIBOR Notification. The interest rate on Eurodollar Loans is determined by reference to the LIBO Rate, which is derived from the London interbank offered rate. The London interbank offered rate is intended to represent the rate at which contributing banks may obtain short-term borrowings from each other in the London interbank market. In July 2017, the U.K. Financial Conduct Authority announced that, after the end of 2021, it would no longer persuade or compel contributing banks to make rate submissions to the ICE Benchmark Administration (together with any successor to the ICE Benchmark Administrator, the "IBA") for purposes of the IBA setting the London interbank offered rate. As a result, it is possible that commencing in 2022, the London interbank offered rate may no longer be available or may no longer be deemed an appropriate reference rate upon which to determine the interest rate on Eurodollar Loans. In light of this eventuality, public and private sector industry initiatives are currently underway to identify new or alternative reference rates to be used in place of the London interbank offered rate. In the event that the London interbank offered rate is no longer available or in certain other circumstances as set forth in this Section 3.03, such Section 3.03 provides a mechanism for determining an alternative rate of interest. The Administrative Agent will notify the Borrower, pursuant to this Section 3.03, in advance of any change to the reference rate upon which the interest rate on Eurodollar Loans is based. However, the Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to the London interbank offered rate or other rates in the definition of "LIBO Rate" or with respect to any alternative or successor rate thereto, or replacement rate therefor or thereof, including, without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate, as it may or may not be adjusted pursuant to this Section 3.03, will be similar to, or produce the same value or economic equivalence of, the LIBO Rate or have the same volume or liquidity as did the London interbank offered rate prior to its discontinuance or unavailability.

(b) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document (and any Swap Agreement shall be deemed not to be a "Loan Document" for purposes of this Section 3.03), if a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (i) if a Benchmark Replacement is determined in accordance with clause (1) or (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without an amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (ii) if a Benchmark Replacement is determined in accordance with clause (3) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, in each instance notwithstanding the requirements of Section 12.02(b) or anything else contained herein or in any other Loan Document, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Majority Lenders.

(c) Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders in writing of (i) any occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (e) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.03 including any determination with respect to a tenor, rate or adjustment, or implementation of any Benchmark Replacement Conforming Changes, or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding on all parties hereto absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.03 and shall not be a basis of any claim of liability of any kind or nature by any party hereto, all such claims being hereby waived individually be each party hereto.

(e) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term SOFR or USD LIBOR) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark or a Relevant Governmental Body has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Eurodollar Borrowing of, conversion to or continuation of Eurodollar Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR Loans. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Alternate Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in a determination of the Alternate Base Rate."

2.3 Amendment to Section 7.04(b). Section 7.04(b) is hereby amended by deleting such Section in its entirety and replacing it with the following:

"(b) The most recent financial statements furnished pursuant to Section 8.01(a) and Section 8.01(b) present fairly, in all material respects, the financial condition of Borrower and its Consolidated Restricted Subsidiaries on a consolidated basis, as of the dates and for the periods set forth above in accordance with IFRS or GAAP, as applicable, subject to year-end audit adjustments and the absence of footnotes in the case of the unaudited quarterly financial statements.

2.4 Amendment to Section 8.01(a). Section 8.01(a) is hereby amended by deleting such Section in its entirety and replacing it with the following:

"(a) Annual Financial Statements. As soon as available, but in any event in accordance with then applicable law and not later than one hundred twenty (120) days after the end of each Fiscal Year of the Parent, its (i) audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case comparative form the figures for the previous Fiscal Year of the Parent, all reported on by an independent public accountant reasonably acceptable to the Administrative Agent (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit, other than with respect to, or resulting from the occurrence of an upcoming maturity date of Indebtedness) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Borrower and its Consolidated Subsidiaries on a consolidated basis and the other Group Members (as applicable), on a consolidated basis, in each case, in accordance with IFRS consistently applied, (ii) unaudited consolidated balance sheet and related statements of operations, stockholders' equity and cash flow as of the end of and for such year, setting forth in each case in comparative form the figures for the previous Fiscal Year of the Parent, which present fairly in all material respects the financial condition and results of operations of the Borrower and its Consolidated Subsidiaries on a consolidated basis and the other Group Members (as applicable), on a consolidated basis, in each case, in accordance with GAAP consistently applied, and for the avoidance of doubt, without accompanying financial statement footnotes, (iii) a reconciliation of the statements provided in Sections 8.01(a)(i) and Section 8.01(a)(ii) in a format reasonably acceptable to the Administrative Agent and (iv) its unaudited balance sheet, income statement and related statement of cash flows as of the end of and for the Fiscal Year most recently ended prepared in accordance with GAAP which provides consolidating statements, including statements demonstrating eliminating entries, if any, with respect to any Unrestricted Subsidiaries, in such form as would be presentable to the auditors of the Borrower."

2.5 Amendment to Section 8.01(c). Section 8.01(c) is hereby amended by deleting such Section in its entirety and replacing it with the following:

"(c) Certificate of Financial Officer - Compliance. Concurrently with any delivery of financial statements under Section 8.01(a) or Section 8.01(b), a Compliance Certificate (i) certifying as to whether a Default has occurred and is continuing and, if a Default has occurred and is continuing, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) certifying that (A) the Borrower has been in compliance with the Financial Performance Covenants at such times as required therein as of the last day of such Fiscal Quarter and (B) in connection therewith, setting forth reasonably detailed calculations demonstrating such compliance, (iii) stating whether any change in GAAP or IFRS or in the application thereof has occurred since the date of the most recently delivered financial statements referred to in Section 8.01(a) and Section 8.01(b) and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate and (iv) stating whether there are any Subsidiaries which are to become Loan Parties in order to comply Section 8.13 and, it any such Subsidiaries exist, specifying the actions proposed to be taken in connection therewith

Section 3. Effectiveness. This Ninth Amendment shall become effective on the first date on which each of the conditions set forth in this Section 3 is satisfied (the "Ninth Amendment Effective Date"):

3.1 The Administrative Agent shall have received duly executed counterparts (in such number as may be reasonably requested by the Administrative Agent) of this Ninth Amendment from the Borrower, each Guarantor, and Lenders constituting the Majority Lenders.

3.2 At the time of and immediately after giving effect to this Ninth Amendment, (a) no Default or Event of Default shall have occurred and be continuing and (b) no event or events shall have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

3.3 There shall be no material pending or threatened litigation against the Borrower or any Guarantor, except as disclosed in writing to the Administrative Agent prior to the Ninth Amendment Effective Date.

3.4 The Borrower shall have paid all amounts due and payable on or prior to the Ninth Amendment Effective Date to the extent invoiced two (2) Business Days prior to the Ninth Amendment Effective Date, including all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement.

Section 4. Governing Law. THIS NINTH AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 5. Miscellaneous. (a) On and after the Ninth Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in each other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended or otherwise modified by this Ninth Amendment; (b) the execution, delivery and effectiveness of this Ninth Amendment shall not operate as a waiver of any default of the Borrower or any right, power or remedy of the Administrative Agent or the Lenders under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents; (c) this Ninth Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart; and (d) delivery of an executed counterpart of a signature page to this Ninth Amendment by electronic mail shall be effective as delivery of a manually executed counterpart of this Ninth Amendment.

Section 6. Ratification and Affirmation; Representations and Warranties. The Borrower and each Guarantor hereby (a) acknowledges the terms of this Ninth Amendment; (b) ratifies and affirms its obligations under, and acknowledges, renews and extends its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended or modified hereby; and (c) represents and warrants to the Lenders that as of the Ninth Amendment Effective Date, after giving effect to the terms of this Ninth Amendment: (i) all of the representations and warranties contained in each Loan Document to which it is a party are true and correct in all material respects (unless already qualified by materiality, in which case such representation and warranty (to the extent so qualified) shall continue to be true and correct in all respects), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (unless already qualified by materiality, in which case such representation and warranty (to the extent so qualified) shall continue to be true and correct in all respects) as of such specified earlier date, (ii) no Default or Event of Default has occurred and is continuing, and (iii) no event or events have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 7. Loan Document. This Ninth Amendment is a Loan Document as defined and described in the Credit Agreement and all of the terms and provisions of the Credit Agreement relating to Loan Documents shall apply hereto.

Section 8. No Oral Agreements. THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING THIS NINTH AMENDMENT, EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN AND AMONG THE PARTIES AND SUPERSEDE ALL OTHER AGREEMENTS AND UNDERSTANDINGS BETWEEN AND AMONG SUCH PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN AND AMONG THE PARTIES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Ninth Amendment to be executed by their officers thereunto duly authorized as of the date first above written.

BORROWER:

DIVERSIFIED GAS & OIL CORPORATION
a Delaware corporation

By: /s/ Eric Williams
Name: Eric Williams
Title: Executive Vice President and Chief Financial Officer

GUARANTORS:

DIVERSIFIED PRODUCTION LLC
DIVERSIFIED ENERGY MARKETING, LLC
DIVERSIFIED MIDSTREAM LLC

By: /s/ Eric Williams
Name: Eric Williams
Title: Executive Vice President and Chief Financial Officer

KEYBANK NATIONAL ASSOCIATION, as Joint Lead Arranger, Joint Bookrunner and Administrative Agent and a Lender

By: /s/ George E. McKean
Name: George E. McKean
Title: Senior Vice President

TRUIST BANK, formerly known as Branch Banking and Trust Company, as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent, and a Lender

By: /s/ Benjamin L. Brown
Name: Benjamin L. Brown
Title: Director

CITIZENS BANK, N.A., as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent and a Lender

By: /s/ Scott Donaldson
Name: Scott Donaldson
Title: Senior Vice President

ROYAL BANK OF CANADA, as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent, and a Lender

By: /s/ Kristan Spivey
Name: Kristan Spivey
Title: Authorized Signatory

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a Co-Document Agent, and a Lender

By: /s/ Jacob W. Lewis
Jacob W. Lewis
Authorized Signatory

By: /s/ Donovan C. Broussard
Donovan C. Broussard
Authorized Signatory

DNB BANK ASA, NEW YORK BRANCH, as a Co-Documentation Agent

By: /s/ Mita Zalavadia
Name: Mita Zalavadia
Title: Assistant Vice President

By: /s/ Ahelia Singh
Name: Ahelia Singh
Title: Assistant Vice President

DNB CAPITAL LLC as a Lender

By: /s/ Mita Zalavadia
Name: Mita Zalavadia
Title: Assistant Vice President

By: /s/ Ahelia Singh
Name: Ahelia Singh
Title: Assistant Vice President

THE HUNTINGTON NATIONAL BANK, as Co-Documentation Agent and a Lender

By: /s/ Gregory R. Ryan
Name: GREGORY R. RYAN
Title: MANAGING DIRECTOR

ING CAPITAL LLC, as a Co-Documentation Agent and a Lender

By: /s/ Juli Bieser
Name: Juli Bieser
Title: Managing Director

By: /s/ Lauren Gutterman
Name: Lauren Gutterman
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION, as a Co-Document Agent and a Lender

By: /s/ Matthew Turner
Name: Matthew Turner
Title: Vice President

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as a Lender

By: /s/ Ting Lee
Name: Ting Lee
Title: Director

By: /s/ Page Dillehunt
Name: Page Dillehunt
Title: Managing Director

BBVA USA, as a Lender

By: /s/ Julia Barnhill
Name: Julia Barnhill
Title: Vice President

IBERIABANK, a division of First Horizon Bank, as a Lender

By: /s/ Blakely Norris
Name: Blakely Norris
Title: Vice President

CIT BANK, N.A., as a Lender

By: /s/ Katya Evseev
Name: Katya Evseev
Title: Director

FIRST HORIZON BANK, as a Lender

By: /s/ W. David McCarver IV
Name: W. David McCarver IV
Title: Senior Vice President

GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Mahesh Mohan
Name: Mahesh Mohan
Title: Authorized Signatory

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a Lender

By: /s/ Nupur Kumar
Name: Nupur Kumar
Title: Authorized Signatory

By: /s/ Andrew Griffin
Name: Andrew Griffin
Title: Authorized Signatory

MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Jake Dowden
Name: Jake Dowden
Title: Authorized Signatory

SHEARMAN & STERLING LLP **NOVEMBER 19, 2020**

TO: Diversified Gas & Oil Corporation – Lending Syndicate

RE: Effectiveness of Ninth Amendment to Credit Agreement

Ladies and Gentlemen,

Reference is made to that certain Amended, Restated and Consolidated Credit Agreement, dated as of December 7, 2018 (the **"*Credit Agreement***"), among Diversified Gas & Oil Corporation, as borrower, KeyBank National Association, as administrative agent for the Lenders (the **"*Administrative Agent*"),** and the lenders party thereto (the "***Lenders***"). This letter relates to the Ninth Amendment to the Credit Agreement dated as of November 19, 2020 (the "***Amendment***").

At the request of the Administrative Agent, we are pleased to inform you that we have received documentation which is responsive to the documentation conditions set forth in Section 3 of the Amendment and, accordingly, that all documentary conditions have been satisfied at this time. With respect to each condition, if any, that is subject to the satisfaction of the Administrative Agent or any Lender, the execution and delivery by the Administrative Agent or such Lender of its signature page to the Amendment evidences the Administrative Agent's or such Lender's acknowledgment of its satisfaction of each such condition.

This memo will also serve as the New Borrowing Base Notice for the November 2020 redetermination of the Borrowing Base which will remain at $425.0 million.

Congratulations and thank you for your support of Diversified Gas & Oil Corporation.

Best regards,
Richard L. Sitton

Exhibit 4.13

Execution Version

TENTH AMENDMENT

TO

AMENDED, RESTATED AND CONSOLIDATED
REVOLVING CREDIT AGREEMENT

DATED AS OF APRIL 6, 2021

AMONG

DIVERSIFIED GAS & OIL CORPORATION,
AS BORROWER,

THE GUARANTORS PARTY HERETO,

KEYBANK NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT,

AND

THE LENDERS PARTY HERETO

TENTH AMENDMENT TO AMENDED, RESTATED AND CONSOLIDATED REVOLVING CREDIT AGREEMENT

This Tenth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement (this "Tenth Amendment") dated as of April 6, 2021, is among Diversified Gas & Oil Corporation, a Delaware corporation (the ''Borrower"), each of the undersigned guarantors (the "Guarantors"), each Lender (as defined below) party hereto, and KeyBank National Association, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent'').

RECITALS

A. The Borrower, the Administrative Agent and the banks and other financial institutions from time to time party thereto (together with their respective successors and assigns in such capacity, each a "Lender") have entered into that certain Amended, Restated and Consolidated Revolving Credit Agreement dated as of December 7, 2018, as amended by that certain First Amendment dated as of April 18, 2019, that certain Second Amendment dated as of June 28, 2019, that certain Third Amendment dated as of November 13, 2019, that certain Fourth Amendment dated as of January 9, 2020, that certain Fifth Amendment dated as of January 22, 2020, that certain Sixth Amendment dated as of March 24, 2020, that certain Seventh Amendment dated as of May 21, 2020, that certain Eighth Amendment dated as of June 26, 2020 and that certain Ninth Amendment dated as of November 19, 2020 (as further amended, restated, modified or supplemented from time to time, the "Credit Agreement").

B. The Borrower has requested and the Lenders and the Administrative Agent have agreed to amend certain provisions of the Credit Agreement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, to induce the Administrative Agent and the Lenders to enter into this Tenth Amendment and in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Unless otherwise defined in this Tenth Amendment, each capitalized term used in this Tenth Amendment has the meaning assigned to such term in the Credit Agreement. Unless otherwise indicated, all section references in this Tenth Amendment refer to sections of the Credit Agreement.

Section 2. Amendments. Subject to the Satisfaction of the Conditions Precedent in Section 4 of this Tenth Amendment, the following Amendments to the Credit Agreement shall be effective:

2.1 Amendment to Section 1.02. Section 1.02 is hereby amended by amending or adding the following defined terms in their entirety:

> "Agreement" means this Amended, Restated and Consolidated Revolving Credit Agreement, including the Schedules and Exhibits hereto, as amended by that certain First Amendment dated as of April 18, 2019, that certain Second Amendment dated as of June 28, 2019, that certain Third Amendment dated as of November 13, 2019, that certain Fourth Amendment dated as of January 9, 2020, that certain Fifth Amendment dated as of January 22, 2020, that certain Sixth Amendment dated as of March 24, 2020, that certain Seventh Amendment dated as of May 21, 2020, that certain Eighth Amendment dated as of June 26, 2020, that certain Ninth Amendment dated as of November 19, 2020, that certain Tenth Amendment dated as of April 6, 2021, and as the same may be further amended, modified, supplemented, restated, replaced or otherwise modified from time to time.

"Erroneous Payment" has the meaning assigned to it in Section 11.12(a).

"Erroneous Payment Deficiency Assignment" has the meaning assigned to it in Section 11.12(d).

"Erroneous Payment Impacted Loan" has the meaning assigned to it in Section 11.12(d).

"Erroneous Payment Return Deficiency" has the meaning assigned to it in Section 11.12(d).

"Payment Notice" has the meaning assigned to it in Section 11.12(b).

"Payment Recipient" has the meaning assigned to it in Section 11.12(a).

"Swing Line Commitment" means, at any time, forty million dollars ($40,000,000). The Swing Line Commitment is part of and not in addition to the Aggregate Maximum Credit Amounts.

2.2 Amendment to Section 9.02(c). Section 9.02(c) is hereby amended by deleting such Section in its entirety and replacing it with the following:

"(c) purchase money Indebtedness or Capital Lease Obligations not to exceed $25,000,000 in the aggregate at any one time outstanding;"

2.3 Amendment to Article XI. Article XI is hereby amended by adding the following Section 11.12:

"Section 11.12 Erroneous Payments.

(a) If the Administrative Agent notifies a Lender, Issuing Bank or Secured Party or any Person who has received funds on behalf of a Lender, Issuing Bank or Secured Party (any such Lender, Issuing Bank, Secured Party or other recipient, a "Payment Recipient") that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding Section 11.12(b)) that any funds received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, Issuing Bank, Secured Party or other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent, and such Lender, Issuing Bank or Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this Section 11.12(a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding Section 11.12(a), each Payment Recipient hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (i) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment (a "Payment Notice"), (ii) that was not preceded or accompanied by a Payment Notice, or (iii) that such Payment Recipient otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) in each case:

(A) an error may have been made (in the case of immediately preceding Sections 11.12(a)(i) or (ii)) or an error has been made (in the case of immediately preceding Section 11.12(a)(iii)) with respect to such payment, prepayment or repayment; and

(B) such Payment Recipient shall promptly (and, in all events, within one Business Day of its knowledge of such error) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof and that it is so notifying the Administrative Agent pursuant to this Section 11.12(b).

(c) Each Lender, Issuing Bank or Secured Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender, Issuing Bank or Secured Party under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender, Issuing Bank or Secured Party from any source, against any amount due to the Administrative Agent under immediately preceding Section 11.12(a) or under the indemnification provisions of this Agreement.

(d) In the event an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor by the Administrative Agent in accordance with immediately preceding Section 11.12(a), from any Lender or Issuing Bank that has received such Erroneous Payment (or portion thereof) (or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an "Erroneous Payment Return Deficiency"), upon the Administrative Agent's request to such Lender or Issuing Lender at any time, (i) such Lender or Issuing Bank shall be deemed to have assigned its Loans (but not its Commitments) with respect to which such Erroneous Payment was made (the "Erroneous Payment Impacted Loan") in an amount equal to the Erroneous Payment Return Deficiency (such assignment of the Loans (but not Commitments) of the Erroneous Payment Impacted Loan, the "Erroneous Payment Deficiency Assignment") at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance), and is hereby (together with the Borrower) deemed to execute and deliver an Assignment and Assumption with respect to such Erroneous Payment Deficiency Assignment, and such Lender or Issuing Bank shall deliver any Notes evidencing such Loans to the Borrower or the Administrative Agent, (ii) the Administrative Agent as the assignee Lender shall be deemed to acquire the Erroneous Payment Deficiency Assignment and (iii) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender or Issuing Bank, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender or assigning Issuing Bank shall cease to be a Lender or Issuing Bank, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Lender or assigning Issuing Bank. For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender or Issuing Bank and such Commitments shall remain available in accordance with the terms of this Agreement.

(e) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Secured Obligations owed by the Borrower or any other Loan Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower or any other Loan Party for the purpose of making such Erroneous Payment.

(f) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(g) Each party's obligations, agreements and waivers under this Section 11.12 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender or Issuing Bank, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Secured Obligations (or any portion thereof) under any Loan Document.

Section 3. Borrowing Base. From and after the Tenth Amendment Effective Date until the next Scheduled Redetermination, the Borrowing Base shall be $425.0 million. The Borrowing Base may be subject to further adjustment from time to time in accordance with the Credit Agreement. Such Borrowing Base constitutes the Scheduled Redetermination for May 1, 2021.

Section 4. Effectiveness. This Tenth Amendment shall become effective on the first date on which each of the conditions set forth in this Section 4 is satisfied (the "Tenth Amendment Effective Date"):

4.1 The Administrative Agent shall have received duly executed counterparts (in such number as may be reasonably requested by the Administrative Agent) of this Tenth Amendment from the Borrower, each Guarantor, and Lenders constituting the Required Lenders.

4.2 At the time of and immediately after giving effect to this Tenth Amendment, (a) no Default or Event of Default shall have occurred and be continuing and (b) no event or events shall have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

4.3 There shall be no material pending or threatened litigation against the Borrower or any Guarantor, except as disclosed in writing to the Administrative Agent prior to the Tenth Amendment Effective Date.

4.4 The Borrower shall have paid all amounts due and payable on or prior to the Tenth Amendment Effective Date to the extent invoiced two (2) Business Days prior to the Tenth Amendment Effective Date, including all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement.

Section 5. Governing Law. THIS TENTH AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 6. Miscellaneous. (a) On and after the Tenth Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in each other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended or otherwise modified by this Tenth Amendment; (b) the execution, delivery and effectiveness of this Tenth Amendment shall not operate as a waiver of any default of the Borrower or any right, power or remedy of the Administrative Agent or the Lenders under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents; (c) this Tenth Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Tenth Amendment by signing any such counterpart; and (d) delivery of an executed counterpart of a signature page to this Tenth Amendment by electronic mail shall be effective as delivery of a manually executed counterpart of this Tenth Amendment.

Section 7. Ratification and Affirmation; Representations and Warranties. The Borrower and each Guarantor hereby (a) acknowledges the terms of this Tenth Amendment; (b) ratifies and affirms its obligations under, and acknowledges, renews and extends its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended or modified hereby; and (c) represents and warrants to the Lenders that as of the Tenth Amendment Effective Date, after giving effect to the terms of this Tenth Amendment: (i) all of the representations and warranties contained in each Loan Document to which it is a party are true and correct in all material respects (unless already qualified by materiality, in which case such representation and warranty (to the extent so qualified) shall continue to be true and correct in all respects), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (unless already qualified by materiality, in which case such representation and warranty (to the extent so qualified) shall continue to be true and correct in all respects) as of such specified earlier date, (ii) no Default or Event of Default has occurred and is continuing, and (iii) no event or events have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 8. Loan Document. This Tenth Amendment is a Loan Document as defined and described in the Credit Agreement and all of the terms and provisions of the Credit Agreement relating to Loan Documents shall apply hereto.

Section 9. No Oral Agreements. THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING THIS TENTH AMENDMENT, EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN AND AMONG THE PARTIES AND SUPERSEDE ALL OTHER AGREEMENTS AND UNDERSTANDINGS BETWEEN AND AMONG SUCH PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN AND AMONG THE PARTIES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Tenth Amendment to be executed by their officers thereunto duly authorized as of the date first above written.

BORROWER:

DIVERSIFIED GAS & OIL CORPORATION
a Delaware corporation

By: /s/ Eric Williams
Name: Eric Williams
Title: Executive Vice President and Chief Financial Officer

GUARANTORS:

DIVERSIFIED PRODUCTION LLC
DIVERSIFIED ENERGY MARKETING, LLC
DIVERSIFIED MIDSTREAM LLC

By: /s/ Eric Williams
Name: Eric Williams
Title: Executive Vice President and Chief Financial Officer

KEYBANK NATIONAL ASSOCIATION, as Joint Lead Arranger, Joint Bookrunner and Administrative Agent and a Lender

By: /s/ George E. McKean
Name: George E. McKean
Title: Senior Vice President

TRUIST BANK, formerly known as Branch Banking and Trust Company, as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent, and a Lender

By: /s/ Benjamin L. Brown
Name: Benjamin L. Brown
Title: Director

CITIZENS BANK, N.A., as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent and a Lender

By: /s/ Scott Donaldson
Name: Scott Donaldson
Title: Senior Vice President

ROYAL BANK OF CANADA, as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent, and a Lender

By: /s/ Emilee Scott
Name: Emilee Scott
Title: Authorized Signatory

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a Co-Document Agent, and a Lender

By: /s/ Jacob W. Lewis
Name: Jacob W. Lewis
Title: Authorized Signatory

By: /s/ Donovan C. Broussard
Name: Donovan C. Broussard
Title: Authorized Signatory

DNB BANK ASA, NEW YORK BRANCH, as a Co-Documentation Agent

By: /s/ Mita Zalavadia
Name: Mita Zalavadia
Title: Vice President

By: /s/ Samantha Stone
Name: Samantha Stone
Title: Vice President

DNB CAPITAL LLC as a Lender

By: /s/ Mita Zalavadia
Name: Mita Zalavadia
Title: Vice President

By: /s/ Samantha Stone
Name: Samantha Stone
Title: Vice President

MIZUHO BANK, LIMITED, as a Lender

By: /s/ Edward Sacks
Name: Edward Sacks
Title: Authorized Signatory

ING CAPITAL LLC, as a Co-Documentation Agent and a Lender

By: /s/ Juli Bieser
Name: Juli Bieser
Title: Managing Director

By: /s/ Lauren Gutterman
Name: Lauren Gutterman
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION, as a Co-Document Agent and a Lender

By: /s/ Matthew Turner
Name: Matthew Turner
Title: Vice President

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as a Lender

By: /s/ Michael Willis
Name: Michael Willis
Title: Managing Director

By: /s/ Page Dillehunt
Name: Page Dillehunt
Title: Managing Director

BBVA USA, as a Lender

By: /s/ Julia Barnhill
Name: Julia Barnhill
Title: Vice President

IBERIABANK, a division of First Horizon Bank, as a Lender

By: /s/ W. Bryan Chapman
Name: W. Bryan Chapman
Title: Market President-Energy Lending

CIT BANK, N.A., as a Lender

By: /s/ Katya Evseev
Name: Katya Evseev
Title: Director

FIRST HORIZON BANK, as a Lender

By: /s/ W. David McCarver IV
Name: W. David McCarver IV
Title: Senior Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a Lender

By: /s/ Nupur Kumar
Name: Nupur Kumar
Title: Authorized Signatory

By: /s/ Brady Bingham
Name: Brady Bingham
Title: Authorized Signatory

GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Dan Martis
Name: Dan Martis
Title: Authorized Signatory

MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Tim Kok
Name: Tim Kok
Title: Authorized Signatory

Exhibit 4.14

Execution Version

ELEVENTH AMENDMENT

TO

AMENDED, RESTATED AND CONSOLIDATED
REVOLVING CREDIT AGREEMENT

DATED AS OF MAY 11, 2021

AMONG

DIVERSIFIED GAS & OIL CORPORATION,
AS BORROWER,

THE GUARANTORS PARTY HERETO,

KEYBANK NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT,

AND

THE LENDERS PARTY HERETO

ELEVENTH AMENDMENT TO AMENDED, RESTATED AND CONSOLIDATED REVOLVING CREDIT AGREEMENT

This Eleventh Amendment to Amended, Restated and Consolidated Revolving Credit Agreement (this "Eleventh Amendment") dated as of May 11, 2021, is among Diversified Gas & Oil Corporation, a Delaware corporation (the "Borrower"), each of the undersigned guarantors (the "Guarantors"), each Lender (as defined below) party hereto, and KeyBank National Association, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent").

RECITALS

A. The Borrower, the Administrative Agent and the banks and other financial institutions from time to time party thereto (together with their respective successors and assigns in such capacity, each a "Lender") have entered into that certain Amended, Restated and Consolidated Revolving Credit Agreement dated as of December 7, 2018, as amended by that certain First Amendment dated as of April 18, 2019, that certain Second Amendment dated as of June 28, 2019, that certain Third Amendment dated as of November 13, 2019, that certain Fourth Amendment dated as of January 9, 2020, that certain Fifth Amendment dated as of January 22, 2020, that certain Sixth Amendment dated as of March 24, 2020, that certain Seventh Amendment dated as of May 21, 2020, that certain Eighth Amendment dated as of June 26, 2020, that certain Ninth Amendment dated as of November 19, 2020, and that certain Tenth Amendment dated as of April 6, 2021 (as further amended, restated, modified or supplemented from time to time, the "Credit Agreement").

B. The Borrower has requested and the Lenders and the Administrative Agent have agreed to amend certain provisions of the Credit Agreement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, to induce the Administrative Agent and the Lenders to enter into this Eleventh Amendment and in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Unless otherwise defined in this Eleventh Amendment, each capitalized term used in this Eleventh Amendment has the meaning assigned to such term in the Credit Agreement. Unless otherwise indicated, all section references in this Eleventh Amendment refer to sections of the Credit Agreement.

Section 2. Amendments. Subject to the Satisfaction of the Conditions Precedent in Section 4 of this Eleventh Amendment, the following Amendments to the Credit Agreement shall be effective:

2.1 Amendment to Section 1.02. Section 1.02 is hereby amended by amending or adding the following defined terms in their entirety:

> "Agreement" means this Amended, Restated and Consolidated Revolving Credit Agreement, including the Schedules and Exhibits hereto, as amended by that certain First Amendment dated as of April 18, 2019, that certain Second Amendment dated as of June 28, 2019, that certain Third Amendment dated as of November 13, 2019, that certain Fourth Amendment dated as of January 9, 2020, that certain Fifth Amendment dated as of January 22, 2020, that certain Sixth Amendment dated as of March 24, 2020, that certain Seventh Amendment dated as of May 21, 2020, that certain Eighth Amendment dated as of June 26, 2020, that certain Ninth Amendment dated as of November 19, 2020, that certain Tenth Amendment dated as of April 6, 2021, that certain Eleventh Amendment dated as of May 11, 2021, and as the same may be further amended, modified, supplemented, restated, replaced or otherwise modified from time to time.

"DGOC III" means DGOC Holdings Sub III LLC, a Delaware limited liability company and a wholly owned Subsidiary of the Borrower.

2.2 Amendment to Section 9.05(k). Section 9.05(k) is hereby amended by deleting the "and" at the end of Section 9.05(k)(iii), renumbering Section 9.05(k)(iv) as Section 9.05(k)(v) and adding the following new Section 9.05(k)(iv):

> "(iv) an Investment of $100.0 million in DGOC III comprised of $30.0 million for the acquisition by DGOC III of certain oil and gas properties in East Texas and Louisiana from either the Borrower or Indigo Minerals LLC and $70.0 million for the acquisition by DGOC III of certain oil and gas properties in North Texas from a Barnett entity; provided that if either Investment is not made by the Borrower on or before July 31, 2021 this Section 9.05(k)(iv) shall be null and void and of no further effect with respect to such Investment; and"

2.3 Amendment to Section 9.14. Section 9.14 is hereby amended by deleting such Section in its entirety and replacing it with the following:

> "Section 9.14 Transactions with Affiliates. Except for payment of Restricted Payments permitted by Section 9.04, the Borrower will not, and will not permit any other Group Member to, enter into any transaction, including any purchase, sale, lease or exchange of Property or the rendering of any service, with any Affiliate (other than between the Borrower and other Loan Parties) unless such transactions are otherwise not prohibited under this Agreement and are upon fair and reasonable terms no less favorable to it than it would obtain in a comparable arm's length transaction with a Person not an Affiliate and with respect to any such agreements with ABS, ABS II, SPV I, SPV II, DGOC III (for such time as DGOC III is an Unrestricted Subsidiary) and their Affiliates, a Responsible Officer of the Borrower provides a certificate to the Administrative Agent upon entering into and on each amendment or modification of such agreement certifying to the foregoing."

Section 3. Waivers.

3.1 Consideration for Transfer of Oil and Gas Properties. The cash consideration to be received by the Borrower from DGOC III in connection with the purchase of oil and gas properties in East Texas and Louisiana which the Borrower is purchasing from Indigo Minerals LLC (the "Transferred Assets") will be at less than the Fair Market Value of the Transferred Assets. Section 9.11(d)(iii) requires that the consideration be at Fair Market Value. The Borrower has requested that the Majority Lenders waive, and the Majority Lenders signatory hereto hereby waive the requirement of Section 9.11(d)(iii) that the consideration for the transfer of the Transferred Assets to DGOC III at Fair Market Value.

3.2 Swaps. The Borrower may, at its option, novate certain Swap Agreements it has in place associated with the oil and gas properties being acquired by DGOC III. If it does so, it may receive less than 80% cash for such novation as required by Section 9.11(d)(i) and it may not receive Fair Market Value for such novation as required by Section 9.11(d)(iii). The Borrower has requested that the Majority Lenders waive, and the Majority Lenders signatory hereto hereby waive the requirements that the consideration for the novation of such Swap Agreements be at least 80% cash and at Fair Market Value.

Section 4. Effectiveness. This Eleventh Amendment shall become effective on the first date on which each of the conditions set forth in this Section 4 is satisfied (the "Eleventh Amendment Effective Date"):

4.1 The Administrative Agent shall have received duly executed counterparts (in such number as may be reasonably requested by the Administrative Agent) of this Eleventh Amendment from the Borrower, each Guarantor, and Lenders constituting the Majority Lenders.

4.2 At the time of and immediately after giving effect to this Eleventh Amendment, (a) no Default or Event of Default shall have occurred and be continuing and (b) no event or events shall have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

4.3 There shall be no material pending or threatened litigation against the Borrower or any Guarantor, except as disclosed in writing to the Administrative Agent prior to the Eleventh Amendment Effective Date.

4.4 The Borrower shall have paid all amounts due and payable on or prior to the Eleventh Amendment Effective Date to the extent invoiced two (2) Business Days prior to the Eleventh Amendment Effective Date, including all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement.

Section 5. Governing Law. THIS ELEVENTH AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 6. Miscellaneous. (a) On and after the Eleventh Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in each other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended or otherwise modified by this Eleventh Amendment; (b) the execution, delivery and effectiveness of this Eleventh Amendment shall not operate as a waiver of any default of the Borrower or any right, power or remedy of the Administrative Agent or the Lenders under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents; (c) this Eleventh Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Eleventh Amendment by signing any such counterpart; and (d) delivery of an executed counterpart of a signature page to this Eleventh Amendment by electronic mail shall be effective as delivery of a manually executed counterpart of this Eleventh Amendment.

Section 7. Ratification and Affirmation; Representations and Warranties. The Borrower and each Guarantor hereby (a) acknowledges the terms of this Eleventh Amendment; (b) ratifies and affirms its obligations under, and acknowledges, renews and extends its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended or modified hereby; and (c) represents and warrants to the Lenders that as of the Eleventh Amendment Effective Date, after giving effect to the terms of this Eleventh Amendment: (i) all of the representations and warranties contained in each Loan Document to which it is a party are true and correct in all material respects (unless already qualified by materiality, in which case such representation and warranty (to the extent so qualified) shall continue to be true and correct in all respects), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (unless already qualified by materiality, in which case such representation and warranty (to the extent so qualified) shall continue to be true and correct in all respects) as of such specified earlier date, (ii) no Default or Event of Default has occurred and is continuing, and (iii) no event or events have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 8. Loan Document. This Eleventh Amendment is a Loan Document as defined and described in the Credit Agreement and all of the terms and provisions of the Credit Agreement relating to Loan Documents shall apply hereto.

Section 9. No Oral Agreements. THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING THIS ELEVENTH AMENDMENT, EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN AND AMONG THE PARTIES AND SUPERSEDE ALL OTHER AGREEMENTS AND UNDERSTANDINGS BETWEEN AND AMONG SUCH PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN AND AMONG THE PARTIES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Eleventh Amendment to be executed by their officers thereunto duly authorized as of the date first above written.

BORROWER:

DIVERSIFIED GAS & OIL CORPORATION
a Delaware corporation

By: /s/ Benjamin Sullivan
Name: Benjamin Sullivan.
Title: Executive Vice President and General Counsel

GUARANTORS:

DIVERSIFIED PRODUCTION LLC
DIVERSIFIED ENERGY MARKETING, LLC
DIVERSIFIED MIDSTREAM LLC

By: /s/ Benjamin Sullivan
Name: Benjamin Sullivan
Title: Executive Vice President and General Counsel

KEYBANK NATIONAL ASSOCIATION, as Joint Lead Arranger, Joint Bookrunner and Administrative Agent and a Lender

By: /s/ Benjamin Brollier
Name: Benjamin Brollier
Title: Vice President

TRUIST BANK, formerly known as Branch Banking and Trust Company, as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent, and a Lender

By: /s/ Truist Bank
Name: Truist Bank
Title:

CITIZENS BANK, N.A., as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent and a Lender

By: /s/ Scott Donaldson
Name: Scott Donaldson
Title: Senior Vice President

ROYAL BANK OF CANADA, as Joint Lead Arranger, Joint Bookrunner, Co-Syndication Agent, and a Lender

By: /s/ Royal Bank of Canada
Name: Royal Bank of Canada
Title:

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a Co-Document Agent, and a Lender

By: /s/ Jacob W. Lewis
Name: Jacob W. Lewis
Title: Authorized Signatory

By: /s/ Donovan C. Broussard
Name: Donovan C. Broussard
Title: Authorized Signatory

DNB BANK ASA, NEW YORK BRANCH, as a Co-Documentation Agent

By: /s/ DNB Bank ASA, New York Branch
Name: DNB Bank ASA, New York Branch
Title:

By: /s/ DNB Bank ASA, New York Branch
Name: DNB Bank ASA, New York Branch
Title:

DNB CAPITAL LLC as a Lender

By: /s/ DNB Capital LLC
Name: DNB Capital LLC
Title:

By: /s/ DNB Capital LLC
Name: DNB Capital LLC
Title:

MIZUHO BANK, LIMITED, as a Lender

By: /s/ Edward Sacks
Name: Edward Sacks
Title: Executive Director

ING CAPITAL LLC, as a Co-Documentation Agent and a Lender

By: /s/ ING Capital LLC
Name: ING Capital LLC
Title:

By: /s/ ING Capital LLC
Name: ING Capital LLC
Title:

U.S. BANK NATIONAL ASSOCIATION, as a Co-Document Agent and a Lender

By: /s/ Matthew Turner
Name: Matthew Turner
Title: Vice President

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as a Lender

By: /s/ Michael Willis
Name: Michael Willis
Title: Managing Director

By: /s/ Page Dillehunt
Name: Page Dillehunt
Title: Managing Director

BBVA USA, as a Lender

By: /s/ Julia Barnhill
Name: Julia Barnhill
Title: Vice President

IBERIABANK, as a Lender

By: /s/ W. Bryan Chapman
Name: W. Bryan Chapman
Title: Market President-Energy Lending

CIT BANK, N.A., as a Lender

By: /s/ Katya Evseev
Name: Katya Evseev
Title: Director

FIRST HORIZON BANK, as a Lender

By: /s/ W. David McCarver IV
Name: W. David McCarver IV
Title: Senior Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a Lender

By: /s/ Nupur Kumar
Name: Nupur Kumar
Title: Authorized Signatory

By: /s/ Daniel Kogan
Name: Daniel Kogan
Title: Authorized Signatory

GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Dan Martis
Name: Dan Martis
Title: Authorized Signatory

MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Tim Kok
Name: Tim Kok
Title: Authorized Signatory

Exhibit 4.15

Execution Version

TWELFTH AMENDMENT

TO

AMENDED, RESTATED AND CONSOLIDATED
REVOLVING CREDIT AGREEMENT

DATED AS OF AUGUST 17, 2021

AMONG

DIVERSIFIED GAS & OIL CORPORATION,
AS BORROWER,

THE GUARANTORS PARTY HERETO,

KEYBANK NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT,

AND

THE LENDERS PARTY HERETO

TWELFTH AMENDMENT TO AMENDED, RESTATED AND CONSOLIDATED REVOLVING CREDIT AGREEMENT

This Twelfth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement (this "Twelfth Amendment") dated as of August 17, 2021, is among Diversified Gas & Oil Corporation, a Delaware corporation (the "Borrower"), each of the undersigned guarantors (the "Guarantors"), each Lender (as defined below) party hereto, and KeyBank National Association, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent").

RECITALS

A. The Borrower, the Administrative Agent and the banks and other financial institutions from time to time party thereto (together with their respective successors and assigns in such capacity, each a "Lender") have entered into that certain Amended, Restated and Consolidated Revolving Credit Agreement dated as of December 7, 2018, as amended by that certain First Amendment dated as of April 18, 2019, that certain Second Amendment dated as of June 28, 2019, that certain Third Amendment dated as of November 13, 2019, that certain Fourth Amendment dated as of January 9, 2020, that certain Fifth Amendment dated as of January 22, 2020, that certain Sixth Amendment dated as of March 24, 2020, that certain Seventh Amendment dated as of May 21, 2020, that certain Eighth Amendment dated as of June 26, 2020, that certain Ninth Amendment dated as of November 19, 2020, that certain Tenth Amendment dated as of April 6, 2021, and that certain Eleventh Amendment dated as of May 11, 2021 (as further amended, restated, modified or supplemented from time to time, the "Credit Agreement").

B. The Borrower has requested, and the Lenders and the Administrative Agent have agreed to amend certain provisions of the Credit Agreement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, to induce the Administrative Agent and the Lenders to enter into this Twelfth Amendment and in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Unless otherwise defined in this Twelfth Amendment, each capitalized term used in this Twelfth Amendment has the meaning assigned to such term in the Credit Agreement. Unless otherwise indicated, all section references in this Twelfth Amendment refer to sections of the Credit Agreement.

Section 2. Amendments. Subject to the Satisfaction of the Conditions Precedent in Section 4 of this Twelfth Amendment, the Credit Agreement shall be amended effective as of the Twelfth Amendment Effective Date by deleting the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and adding the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the pages of the Credit Agreement attached hereto as Exhibit A.

Section 3. Assignments and Reallocations. For an agreed consideration Royal Bank of Canada, ING Capital LLC, Credit Agricole Corporate and Investment Bank, BBVA USA and IBERIABANK, the exiting Lenders (the "Exiting Lenders") have agreed among themselves to assign portions of their Commitments, Maximum Credit Amounts, Applicable Percentages and Revolving Credit Exposures to allow Bank of America, N.A., Zions Bancorporation dba Amegy Bank, Synovus Bank, Sumitomo Mitsui Banking Corporation and Citibank, N.A. (collectively, the "New Lenders") to acquire their interest in the Commitments, Maximum Credit Amounts, Applicable Percentages and Revolving Credit Exposures. Each of the Administrative Agent and the Borrower hereby consent to (a) such assignments by the Exiting Lenders of the Commitments, Maximum Credit Amounts, Applicable Percentages and Revolving Credit Exposures and (b) the New Lenders' acquisition of interests in the Commitments, Maximum Credit Amounts, Applicable Percentages and Revolving Credit Exposures. The assignments by the Exiting Lenders necessary to effect the reallocation of the Commitments, Maximum Credit Amounts, Applicable Percentages and Revolving Credit Exposures and the assumption by the New Lenders necessary to acquire such interests are hereby consummated pursuant to the terms and provisions of this Twelfth Amendment and Section 12.04(b), and the Borrower, the Administrative Agent and each Exiting Lender and New Lender, hereby consummates such assignment and assumption pursuant to the terms, provisions and representations of the Assignment and Assumption attached as Exhibit G to the Credit Agreement as if each of them had executed and delivered an Assignment and Assumption with the Effective Date (as defined therein) being the Twelfth Amendment Effective Date; provided that (i) the Administrative Agent hereby waives the $3,500 processing and recordation fee set forth in Section 12.04(b)(ii)(C) with respect to such assignment and assumption and (ii) if any New Lender is a Non-US Lender it shall have delivered to the Borrower (with a copy to the Administrative Agent) the documentation required pursuant to Section 5.03(g). In addition, some existing Lenders and New Lenders are increasing their interests in the Commitments, Maximum Credit Amounts, Applicable Percentages and Revolving Credit Exposures such that on the Twelfth Amendment Effective Date and after giving effect to such assignments and assumptions and increases, the Applicable Percentage and Maximum Credit Amount of each Lender shall be as set forth in Annex I to Exhibit A hereto. Each Lender, including the New Lenders, hereby consents and agrees to the Applicable Percentages and Maximum Credit Amounts as set forth in Annex I to Exhibit A hereto.

Section 4. Effectiveness. This Twelfth Amendment shall become effective on the first date on which each of the conditions set forth in this Section 4 is satisfied (the "Twelfth Amendment Effective Date"):

4.1 The Administrative Agent shall have received duly executed counterparts (in such number as may be reasonably requested by the Administrative Agent) of this Twelfth Amendment from the Borrower, each Guarantor, and each Lender.

4.2 The Administrative Agent shall have received a certificate of a Responsible Officer of each of DP Bluebonnet LLC and BlueStone Natural Resources II, LLC setting forth (i) resolutions of its board of directors or other appropriate governing body with respect to the authorization of such Loan Party to execute and deliver the Loan Documents to which it is a party and to enter into the transactions contemplated in those documents, (ii) the officers of such Loan Party (A) who are authorized to sign the Loan Documents to which such Loan Party is a party and (B) who will, until replaced by another officer or officers duly authorized for that purpose, act as its representative for the purposes of signing documents and giving notices and other communications in connection with this Agreement and the transactions contemplated hereby, (iii) specimen signatures of such authorized officers and (iv) the applicable Organizational Documents of such Loan Party, certified by a Responsible Officer as being true and complete. The Administrative Agent and the Lenders may conclusively rely on such certificate until the Administrative Agent receives notice in writing from such Loan Party to the contrary.

4.3 The Administrative Agent shall have received executed Assumption Agreements in substantially the form of Annex I to the Guarantee and Collateral Agreement from each of DP Bluebonnet LLC and BlueStone Natural Resources, II, LLC.

4.4 At the time of and immediately after giving effect to this Twelfth Amendment, (a) no Default or Event of Default shall have occurred and be continuing and (b) no event or events shall have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

4.5 There shall be no pending or threatened litigation against the Borrower or any Guarantor which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect, except as disclosed in writing to the Administrative Agent prior to the Twelfth Amendment Effective Date.

4.6 The Borrower shall have paid all amounts due and payable on or prior to the Twelfth Amendment Effective Date to the extent invoiced two (2) Business Days prior to the Twelfth Amendment Effective Date, including all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement.

4.7 The Administrative Agent shall have received (a) a certificate of a Responsible Officer of the Borrower certifying (i) that the Borrower is concurrently consummating the acquisition of certain Cotton Valley and Haynesville upstream assets and related facilities (the "Assets") in the states of Louisiana and Texas from Tanos Energy Holdings III LLC ("Tanos") (the "Acquisition") (with all of the material conditions precedent thereto having been satisfied in all material respects by the parties thereto) and acquiring substantially all of the Assets contemplated by that certain Purchase and Sale Agreement by and between Tanos and Diversified Production LLC, dated as of July 2, 2021 (together with all bills of sale, assignments, agreements, instruments and documents executed and delivered in connection therewith, as amended, the "Acquisition Documents") and (ii) that attached thereto is a true and complete list of the Assets which have been excluded from the Acquisition pursuant to the terms of the Acquisition Documents, specifying with respect thereto the basis of the exclusion; (b) a true and complete executed copy of each Acquisition Document; and (c) original counterparts or copies certified as true and complete of the assignments deeds and leases for all of the Assets.

4.8 The Borrower shall have provided to the Administrative Agent copies of any material environmental due diligence documents in its possession with respect to the Assets including Phase I Reports, if any.

4.9 The Administrative Agent shall have received title information as the Administrative Agent may reasonably require, reasonably satisfactory to the Administrative Agent, setting forth the status of title to at least 85% of the PV-10 of the Borrowing Base Properties.

Section 5. Post-Closing Obligations. No later than 30 days after the Twelfth Amendment Effective Date (or such later date as may be agreed by the Administrative Agent), the Borrower shall have delivered (a) executed Mortgages to the Administrative Agent such that, upon recording such Mortgages, in each case, in the appropriate filing offices, the Administrative Agent shall have a first priority Lien on at least 85% of the PV-10 of the Borrowing Base Properties (b) legal opinions in form reasonably satisfactory to the Administrative Agent covering the Mortgages in (a), and (c) amendments to existing Mortgages where required to extend the Maturity Date.

Section 6. Governing Law. THIS TWELFTH AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 7. Miscellaneous. (a) On and after the Twelfth Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in each other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended or otherwise modified by this Twelfth Amendment; (b) the execution, delivery and effectiveness of this Twelfth Amendment shall not operate as a waiver of any default of the Borrower or any right, power or remedy of the Administrative Agent or the Lenders under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents; (c) this Twelfth Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Twelfth Amendment by signing any such counterpart; and (d) delivery of an executed counterpart of a signature page to this Twelfth Amendment by electronic mail shall be effective as delivery of a manually executed counterpart of this Twelfth Amendment.

Section 8. Ratification and Affirmation; Representations and Warranties. The Borrower and each Guarantor hereby (a) acknowledges the terms of this Twelfth Amendment; (b) ratifies and affirms its obligations under, and acknowledges, renews and extends its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended or modified hereby; and (c) represents and warrants to the Lenders that as of the Twelfth Amendment Effective Date, after giving effect to the terms of this Twelfth Amendment: (i) all of the representations and warranties contained in each Loan Document to which it is a party are true and correct in all material respects (unless already qualified by materiality, in which case such representation and warranty (to the extent so qualified) shall continue to be true and correct in all respects), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (unless already qualified by materiality, in which case such representation and warranty (to the extent so qualified) shall continue to be true and correct in all respects) as of such specified earlier date, (ii) no Default or Event of Default has occurred and is continuing, and (iii) no event or events have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 9. Loan Document. This Twelfth Amendment is a Loan Document as defined and described in the Credit Agreement and all of the terms and provisions of the Credit Agreement relating to Loan Documents shall apply hereto.

Section 10. No Oral Agreements. THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING THIS TWELFTH AMENDMENT, EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN AND AMONG THE PARTIES AND SUPERSEDE ALL OTHER AGREEMENTS AND UNDERSTANDINGS BETWEEN AND AMONG SUCH PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN AND AMONG THE PARTIES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Twelfth Amendment to be executed by their officers thereunto duly authorized as of the date first above written.

BORROWER:

DIVERSIFIED GAS & OIL CORPORATION
a Delaware corporation

By: /s/ Benjamin Sullivan
Name: Benjamin Sullivan
Title: Executive Vice President and General Counsel

GUARANTORS:

DIVERSIFIED PRODUCTION LLC
DIVERSIFIED ENERGY MARKETING, LLC
DIVERSIFIED MIDSTREAM LLC
DP BLUEBONNET LLC
BLUESTONE NATURAL RESOURCES II, LLC
CRANBERRY PIPELINE CORPORATION
COALFIELD PIPELINE COMPANY

By: /s/ Benjamin Sullivan
Name: Benjamin Sullivan
Title: Executive Vice President and General Counsel

KEYBANK NATIONAL ASSOCIATION, as Coordinating Lead Arranger, Sole Bookrunner, Administrative Agent and a Lender

By: /s/ George E. McKean
Name:George E. McKean
Title: Senior Vice President

TRUIST BANK, as Joint Lead Arranger, Co-Syndication Agent, and a Lender

By: /s/ Benjamin L. Brown
Name: Benjamin L. Brown
Title: Director

CITIZENS BANK, N.A., as Joint Lead Arranger, Co-Syndication Agent and a Lender

By: /s/ Scott Donaldson
Name: Scott Donaldson
Title: Senior Vice President

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a Joint Lead Arranger, Co-Syndication Agent, and a Lender

By: /s/ Donovan C. Broussard
Name: Donovan C. Broussard
Title: Authorized Signatory

By: /s/ Jacob W. Lewis
Name: Jacob W. Lewis
Title: Authorized Signatory

DNB BANK ASA, NEW YORK BRANCH,
a Co-Documentation Agent

By: /s/ Mita Zalavadia
Name: Mita Zalavadia
Title: Vice President

By: /s/ Ahelia Singh
Name: Ahelia Singh
Title: Authorized Signatory

DNB CAPITAL LLC, as a Lender,

By: /s/ Mita Zalavadia
Name: Mita Zalavadia
Title: Vice President

By: /s/ Ahelia Singh
Name: Ahelia Singh
Title: Authorized Signatory

DNB Markets Inc as a Joint Lead Arranger

By: /s/ Theodore S. Jadick, Jr.
Name: Theodore S. Jadick, Jr.
Title: President

By: /s/ Daniel Hochstadt
Name: Daniel Hochstadt
Title: Managing Director

MIZUHO BANK, LTD., as a Joint Lead Arranger, a Co-Syndication Agent and a Lender

By: /s/ Edward Sacks
Name: Edward Sacks
Title: Authorized Signatory

U.S. BANK NATIONAL ASSOCIATION., as a Joint Lead Arranger, a Co-Document Agent and a Lender

By: /s/ Matthew Turner
Name: Matthew Turner
Title: Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a Joint Lead Arranger, a Co-Document Agent and a Lender

By: /s/ Nupur Kumar
Name: Nupur Kumar
Title: Authorized Signatory

By: /s/ Daniel Kogan
Name: Daniel Kogan
Title: Authorized Signatory

CIT BANK, N.A., as a Lender

By: /s/ Katya Evseev
Name: Katya Evseev
Title: Director

FIRST HORIZON BANK, as a Lender

By: /s/ W. David McCarver IV
Name: W. David McCarver IV
Title: Senior Vice President

BANK OF AMERICA, as a Lender

By: /s/ Pace Doherty
Name: Pace Doherty
Title: Vice President

CITIBANK, N.A., as a Lender

By: /s/ Cliff Vaz
Name: Cliff Vaz
Title: Vice President

SUMITOMO MITSUI BANKING CORPORATION, as a Lender

By: /s/ Jeffrey Cobb
Name: Jeffrey Cobb
Title: Director

SYNOVUS BANK, as a Lender

By: /s/ Custis Proctor
Name: Custis Proctor
Title: Corporate Banker

ZIONS BANCORPORATION dba AMEGY BANK, as a Lender

By: /s/ G. Scott Collins
Name: G. Scott Collins
Title: Executive Vice President

GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Jacob Elder
Name: Jacob Elder
Title: Authorized Signatory

MORGAN STANLEY BANK N.A., as a Lender

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

ROYAL BANK OF CANADA, as an Exiting Lender for purposes of Section 3 only

By: /s/ Emilee Scott
Name: Emilee Scott
Title: Authorized Signatory

ING CAPITAL LLC, as an Exiting Lender for purposes of Section 3 only

By: /s/ Juli Bieser
Name: Juli Bieser
Title: Managing Director

By: /s/ Lauren Gutterman
Name Lauren Gutterman
Title: Vice President

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as an Exiting Lender for purposes of Section 3 only

By: /s/ Michael Willis
Name: Michael Willis
Title: Managing Director

By: /s/ Page Dillehunt
Name: Page Dillehunt
Title: Managing Director

BBVA USA, as an Exiting Lender for purposes of Section 3 only

By: /s/ Julia Barnhill
Name: Julia Barnhill
Title: Vice President

IBERIABANK, a division of First Horizon Bank, as an Exiting Lender for purposes of Section 3 only

By: /s/ W. Bryan Chapman
Name: W. Bryan Chapman
Title: Market President-Energy Lending

Exhibit 4.16

Execution Version

THIRTEENTH AMENDMENT

TO

AMENDED, RESTATED AND CONSOLIDATED
REVOLVING CREDIT AGREEMENT

DATED AS OF DECEMBER 7, 2021

AMONG

DIVERSIFIED GAS & OIL CORPORATION,
AS BORROWER,

THE GUARANTORS PARTY HERETO,

KEYBANK NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT,

AND

THE LENDERS PARTY HERETO

THIRTEENTH AMENDMENT TO AMENDED, RESTATED AND CONSOLIDATED REVOLVING CREDIT AGREEMENT

This Thirteenth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement (this "Thirteenth Amendment") dated as of December 7, 2021, is among Diversified Gas & Oil Corporation, a Delaware corporation (the "Borrower"), each of the undersigned guarantors (the "Guarantors"), each Lender (as defined below) party hereto, and KeyBank National Association, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent").

RECITALS

A. The Borrower, the Administrative Agent and the banks and other financial institutions from time to time party thereto (together with their respective successors and assigns in such capacity, each a "Lender") have entered into that certain Amended, Restated and Consolidated Revolving Credit Agreement dated as of December 7, 2018, as amended by that certain First Amendment dated as of April 18, 2019, that certain Second Amendment dated as of June 28, 2019, that certain Third Amendment dated as of November 13, 2019, that certain Fourth Amendment dated as of January 9, 2020, that certain Fifth Amendment dated as of January 22, 2020, that certain Sixth Amendment dated as of March 24, 2020, that certain Seventh Amendment dated as of May 21, 2020, that certain Eighth Amendment dated as of June 26, 2020, that certain Ninth Amendment dated as of November 19, 2020, that certain Tenth Amendment dated as of April 6, 2021, that certain Eleventh Amendment dated as of May 11, 2021, and that certain Twelfth Amendment dated as of August 17, 2021 (as further amended, restated, modified or supplemented from time to time, the "Credit Agreement").

B. The Borrower has requested, and the Lenders and the Administrative Agent have agreed to amend certain provisions of the Credit Agreement on the terms and conditions set forth herein in connection with, among other things, the transactions contemplated by that certain Agreement and Plan of Merger, dated as of October 6, 2021 (the "Tapstone Merger Agreement"), by and among Diversified Production, LLC, a Pennsylvania limited liability company, DP Cowboy Holdings LLC, a Delaware limited liability company, Tapstone Energy Holdings, LLC, a Delaware limited liability company ("Tapstone"), and KL Agent LLC, a Delaware limited liability company, solely in its capacity as representative of the shareholders of Tapstone, pursuant to which the Borrower is indirectly acquiring certain oil and gas assets in Texas and Oklahoma by acquiring equity interests in Tapstone (such transaction, the "Tapstone Acquisition").

AGREEMENT

NOW, THEREFORE, to induce the Administrative Agent and the Lenders to enter into this Thirteenth Amendment and in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Unless otherwise defined in this Thirteenth Amendment, each capitalized term used in this Thirteenth Amendment has the meaning assigned to such term in the Credit Agreement. Unless otherwise indicated, all section references in this Thirteenth Amendment refer to sections of the Credit Agreement.

Section 2. Amendments. Subject to the Satisfaction of the Conditions Precedent in Section 6 of this Thirteenth Amendment, the following Amendments to the Credit Agreement shall be effective:

2.1 Amendment to Section 1.02. Section 1.02 is hereby amended by amending or adding the following defined terms in their entirety:

"Agreement" means this Amended, Restated and Consolidated Revolving Credit Agreement, including the Schedules and Exhibits hereto, as amended by that certain First Amendment dated as of April 18, 2019, that certain Second Amendment dated as of June 28, 2019, that certain Third Amendment dated as of November 13, 2019, that certain Fourth Amendment dated as of January 9, 2020, that certain Fifth Amendment dated as of January 22, 2020, that certain Sixth Amendment dated as of March 24, 2020, that certain Seventh Amendment dated as of May 21, 2020, that certain Eighth Amendment dated as of June 26, 2020, that certain Ninth Amendment dated as of November 19, 2020, that certain Tenth Amendment dated as of April 6, 2021, that certain Eleventh Amendment dated as of May 11, 2021, that certain Twelfth Amendment dated as of August 17, 2021, that certain Thirteenth Amendment dated as of December 7, 2021, and as the same may be further amended, modified, supplemented, restated, replaced or otherwise modified from time to time.

"Interest Period" means with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter, as the Borrower may elect in its Borrowing Request or Interest Election Request, as applicable, given with respect thereto; 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, (b) any Interest Period pertaining to a Eurodollar Borrowing 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 and (c) no Interest Period may have a term which would extend beyond the Maturity Date. For purposes hereof, 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.

Section 3. Waivers.

3.1 Distribution. The Borrower has informed the Administrative Agent that it will not be able to comply with the Liquidity requirement of Section 9.04(a)(iv) for its December 2021 dividend distribution and has requested that the Administrative Agent and the Majority Lenders waive the requirement of Section 9.04(a)(iv) with respect to such December 2021 dividend distribution announced on August 5, 2021 (the "December 2021 Dividend Waiver").

3.2 Investment in Tapstone. Section 9.05 does not permit an Investment in Equity Interests of another Person. Pursuant to the terms of the Tapstone Acquisition, the Borrower will be acquiring the Equity Interests in Tapstone and its subsidiaries. The Borrower has requested that the Administrative Agent and the Majority Lenders waive the provisions of Section 9.05 for the purposes of the Tapstone Acquisition (the "Investment Waiver").

3.3 Merger. Section 9.10 does not permit a merger among Loan Parties where a Loan Party is not the surviving entity. Pursuant to the Tapstone Merger Agreement, Tapstone will be merged with a Guarantor and will be the surviving entity in connection with the Tapstone Acquisition. The Borrower has requested that the Administrative Agent and the Majority Lenders waive the provisions of Section 9.10 for the purposes of the Tapstone Acquisition (the "Merger Waiver").

3.4 Waiver Approval. The Administrative Agent and the Lenders signatory hereto hereby consent to the December 2021 Dividend Waiver, the Investment Waiver and the Merger Waiver.

Section 4. Borrowing Base. From and after the Thirteenth Amendment Effective Date until the next Scheduled Redetermination, the Borrowing Base shall be $825.0 million. The Borrowing Base may be subject to further adjustment from time to time in accordance with the Credit Agreement. Such Borrowing Base constitutes the Scheduled Redetermination for November 1, 2021.

Section 5. Assignments and Reallocations. For an agreed consideration, the existing Lenders (the "Existing Lenders") have agreed among themselves to reassign among themselves portions of their Commitments, Maximum Credit Amounts, Applicable Percentages and Revolving Credit Exposures and to allow Morgan Stanley Bank, N.A. (the "Exiting Lender") to assign all of its Commitments, Maximum Credit Amounts, Applicable Percentages and Revolving Credit Exposures such that after such reassignments and assignment the Applicable Percentages and Maximum Credit Amounts of each Lender on the Thirteenth Amendment Effective Date shall be as set forth in Annex I attached hereto. Each of the Administrative Agent and the Borrower hereby consents to (a) such reassignments by the Existing Lenders of their Commitments, Maximum Credit Amounts, Applicable Percentages and Revolving Credit Exposures and (b) the Exiting Lender's assignment of its interests in the Commitments, Maximum Credit Amounts, Applicable Percentages and Revolving Credit Exposures. The reassignments by the Existing Lenders and the assignment by the Exiting Lender necessary to effect the reallocation of the Commitments, Maximum Credit Amounts, Applicable Percentages and Revolving Credit Exposures are hereby consummated pursuant to the terms and provisions of this Thirteenth Amendment and Section 12.04(b), and the Borrower, the Administrative Agent, the Existing Lenders, and the Exiting Lender, hereby consummate such assignment and assumption pursuant to the terms, provisions and representations of the Assignment and Assumption attached as Exhibit G to the Credit Agreement as if each of them had executed and delivered an Assignment and Assumption with the Effective Date (as defined therein) being the Thirteenth Amendment Effective Date; provided that the Administrative Agent hereby waives the $3,500 processing and recordation fee set forth in Section 12.04(b)(ii)(C) with respect to such assignment and assumption. Annex I attached to the Credit Agreement is hereby deleted in its entirety and replaced by Annex I attached hereto.

Section 6. Effectiveness. This Thirteenth Amendment shall become effective on the first date on which each of the conditions set forth in this Section 6 is satisfied (the "Thirteenth Amendment Effective Date"):

6.1 The Administrative Agent shall have received duly executed counterparts (in such number as may be reasonably requested by the Administrative Agent) of this Thirteenth Amendment from the Borrower, each Guarantor, and each Lender.

6.2 Concurrently with the consummation of the transactions contemplated by the Tapstone Merger Agreement, the Administrative Agent shall have received a certificate of a Responsible Officer of each of Tapstone, Tapstone Energy Holdings II, LLC, a Delaware limited liability company, Tapstone Energy Holdings III, LLC, a Delaware limited liability company, Tapstone Energy, LLC, a Delaware limited liability company, and Tapstone Midstream, LLC, a Delaware limited liability company (collectively, the "New Guarantors", and each a "New Guarantor"), setting forth, as of immediately after the effectiveness of the consummation of the transactions contemplated by the Tapstone Merger Agreement, (i) resolutions of its board of directors or other appropriate governing body with respect to the authorization of such Loan Party to execute and deliver the Loan Documents to which it is a party and to enter into the transactions contemplated in those documents, (ii) the officers of such Loan Party (A) who are authorized to sign the Loan Documents to which such Loan Party is a party and (B) who will, until replaced by another officer or officers duly authorized for that purpose, act as its representative for the purposes of signing documents and giving notices and other communications in connection with this Agreement and the transactions contemplated hereby, (iii) specimen signatures of such authorized officers and (iv) the applicable Organizational Documents of such Loan Party, certified by a Responsible Officer as being true and complete. The Administrative Agent and the Lenders may conclusively rely on such certificate until the Administrative Agent receives notice in writing from such Loan Party to the contrary.

6.3 The Administrative Agent shall have received executed Assumption Agreements in substantially the form of Annex I to the Guarantee and Collateral Agreement from each New Guarantor.

6.4 The Administrative Agent shall have received (a) a certificate of a Responsible Officer of the Borrower certifying (i) that the Borrower is concurrently consummating the Tapstone Acquisition (with all of the material conditions precedent thereto having been satisfied in all material respects by the parties thereto) and acquiring the Equity Interests of Tapstone contemplated by the Tapstone Merger Agreement and (ii) that attached thereto is a true and complete list of the oil and gas assets which have been excluded from the Tapstone Acquisition pursuant to the terms of the Tapstone Merger Agreement, specifying with respect thereto the basis of the exclusion; and (b) a true and complete executed copy of the Tapstone Merger Agreement.

6.5 The Administrative Agent shall have received (a) executed Mortgages such that, upon recording such Mortgages, in each case, in the appropriate filing offices, the Administrative Agent shall have a first priority Lien on at least 85% of the PV-10 of the Borrowing Base Properties and (b) legal opinions in form reasonably satisfactory to the Administrative Agent covering the Mortgages in (a) filed in Oklahoma.

6.6 The Borrower shall have provided to the Administrative Agent copies of any material environmental due diligence documents in its possession with respect to the Tapstone Acquisition including Phase I Reports, if any.

6.7 The Administrative Agent shall have received title information as the Administrative Agent may reasonably require, reasonably satisfactory to the Administrative Agent, setting forth the status of title to at least 85% of the PV-10 of the Borrowing Base Properties.

6.8 The Administrative Agent shall have received appropriate UCC searches on any entities acquired or whose properties are acquired pursuant to the Tapstone Acquisition reflecting no Liens encumbering the Properties of such Parties other than those being released on or prior to the Thirteenth Amendment Effective Date and those permitted by Section 9.03.

6.9 The Administrative Agent shall have received evidence of releases and terminations of Liens in form and substance reasonably satisfactory to the Administrative Agent covering the entities and Properties acquired pursuant to the Tapstone Acquisition.

6.10 At the time of and immediately after giving effect to this Thirteenth Amendment, (a) no Default or Event of Default shall have occurred and be continuing and (b) no event or events shall have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

6.11 There shall be no pending or threatened litigation against the Borrower or any Guarantor (including, for the avoidance of doubt, any entity acquired pursuant to the Tapstone Acquisition) which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect, except as disclosed in writing to the Administrative Agent prior to the Thirteenth Amendment Effective Date.

6.12 The Borrower shall have paid all amounts (a) due and payable on or prior to the Thirteenth Amendment Effective Date to the extent invoiced two (2) Business Days prior to the Thirteenth Amendment Effective Date, including all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement and (b) payable pursuant to that certain Fee Letter of even date herewith.

Section 7. Governing Law. THIS THIRTEENTH AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 8. Miscellaneous. (a) On and after the Thirteenth Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in each other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended or otherwise modified by this Thirteenth Amendment; (b) the execution, delivery and effectiveness of this Thirteenth Amendment shall not operate as a waiver of any default of the Borrower or any right, power or remedy of the Administrative Agent or the Lenders under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents; (c) this Thirteenth Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Thirteenth Amendment by signing any such counterpart; and (d) delivery of an executed counterpart of a signature page to this Thirteenth Amendment by electronic mail shall be effective as delivery of a manually executed counterpart of this Thirteenth Amendment.

Section 9. Ratification and Affirmation; Representations and Warranties. The Borrower and each Guarantor hereby (a) acknowledges the terms of this Thirteenth Amendment; (b) ratifies and affirms its obligations under, and acknowledges, renews and extends its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended or modified hereby; and (c) represents and warrants to the Lenders that as of the Thirteenth Amendment Effective Date, after giving effect to the terms of this Thirteenth Amendment: (i) all of the representations and warranties contained in each Loan Document to which it is a party are true and correct in all material respects (unless already qualified by materiality, in which case such representation and warranty (to the extent so qualified) shall continue to be true and correct in all respects), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (unless already qualified by materiality, in which case such representation and warranty (to the extent so qualified) shall continue to be true and correct in all respects) as of such specified earlier date, (ii) no Default or Event of Default has occurred and is continuing, and (iii) no event or events have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 10. Limitation of Waivers. Except as expressly provided herein, the waivers contained herein, shall not be a consent, waiver or agreement by the Administrative Agent or the Lenders of any Defaults or Events of Default, as applicable, which may exist or which may occur in the future under the Credit Agreement or any other Loan Document (collectively, "Violations"). Similarly, except as expressly provided herein, nothing contained in this Thirteenth Amendment shall directly or indirectly in any way whatsoever: (a) impair, prejudice or otherwise adversely affect the Administrative Agent's or the Lenders' right at any time to exercise any right, privilege or remedy in connection with the Credit Agreement or any other Loan Document, as the case may be, with respect to any Violations, (b) amend or alter any provision of the Credit Agreement, the other Loan Documents, or any other contract or instrument, or (c) constitute any course of dealing or other basis for altering any obligation of the Borrower or any right, privilege or remedy of the Administrative Agent or the Lenders under the Credit Agreement, the other Loan Documents, or any other contract or instrument, as applicable. Nothing in this Thirteenth Amendment shall be construed to be a consent by the Administrative Agent or the Lenders to any Violations.

Section 11. Loan Document. This Thirteenth Amendment is a Loan Document as defined and described in the Credit Agreement and all of the terms and provisions of the Credit Agreement relating to Loan Documents shall apply hereto.

Section 12. No Oral Agreements. THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING THIS THIRTEENTH AMENDMENT, EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN AND AMONG THE PARTIES AND SUPERSEDE ALL OTHER AGREEMENTS AND UNDERSTANDINGS BETWEEN AND AMONG SUCH PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN AND AMONG THE PARTIES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Thirteenth Amendment to be executed by their officers thereunto duly authorized as of the date first above written.

BORROWER:

DIVERSIFIED GAS & OIL CORPORATION
a Delaware corporation

By: /s/ Benjamin Sullivan
Name: Benjamin Sullivan
Title: Executive Vice President and General Counsel

GUARANTORS:

DIVERSIFIED PRODUCTION LLC
DIVERSIFIED ENERGY MARKETING, LLC
DIVERSIFIED MIDSTREAM LLC
DP BLUEBONNET LLC
BLUESTONE NATURAL RESOURCES II, LLC
CRANBERRY PIPELINE CORPORATION
COALFIELD PIPELINE COMPANY
TAPSTONE ENERGY HOLDINGS, LLC TAPSTONE ENERGY HOLDINGS II, LLC
TAPSTONE ENERGY HOLDINGS III, LLC
TAPSTONE ENERGY, LLC
TAPSTONE MIDSTREAM, LLC

By: /s/ Benjamin Sullivan
Name: Benjamin Sullivan
Title: Executive Vice President and General Counsel

KEYBANK NATIONAL ASSOCIATION, as Coordinating Lead Arranger, Sole Bookrunner, Administrative Agent and a Lender

By: /s/ Kyle Gruen
Name: Kyle Gruen
Title: Vice President

TRUIST BANK, as Co-Syndication Agent, and a Lender

By: /s/ Benjamin L. Brown
Name: Benjamin L. Brown
Title: Director

TRUIST SECURITIES, INC., as Joint Lead Arranger

By: /s/ Benjamin L. Brown
Name: Benjamin L. Brown
Title: Director

CITIZENS BANK, N.A., as Joint Lead Arranger, Co-Syndication Agent and a Lender

By: /s/ Scott Donaldson
Name: Scott Donaldson
Title: Senior Vice President

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a Joint Lead Arranger, Co-Syndication Agent, and a Lender

By: /s/ Jacob W. Lewis
Name: Jacob W. Lewis
Title: Authorized Signatory

By: /s/ Donovan C. Broussard
Name: Donovan C. Broussard
Title: Authorized Signatory

DNB BANK ASA, NEW YORK BRANCH, as a Co-Documentation Agent

By: /s/ Kevin Utsey
Name: Kevin Utsey
Title: Senior Vice President

By: /s/ Scott Joyce
Name: Scott Joyce
Title: Senior Vice President

DNB MARKETS, INC., as a Joint Lead Arranger

By:
Name:
Title:

By:
Name:
Title:

DNB CAPITAL LLC as a Lender

By: /s/ Kevin Utsey
Name: Kevin Utsey
Title: Senior Vice President

By: /s/ Scott Joyce
Name: Scott Joyce
Title: Senior Vice President

DNB BANK ASA, NEW YORK BRANCH, as a Co-Documentation Agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

DNB MARKETS, INC., as a Joint Lead Arranger

By: /s/ Daniel Hochstadt
Name: Daniel Hochstadt
Title: Managing Director

By: /s/ Emilio Fabbrizzi
Name: Emilio Fabbrizzi
Title: Managing Director

DNB CAPITAL LLC as a Lender

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

MIZUHO BANK, LTD., as a Joint Lead Arranger, a Co-Syndication Agent and a Lender

By: /s/ Edward Sacks
Name: Edward Sacks
Title: Authorized Signatory

U.S. BANK NATIONAL ASSOCIATION, as a Joint Lead Arranger, a Co-Document Agent and a Lender

By: /s/ Matthew Turner
Name: Matthew Turner
Title: Senior Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a Joint Lead Arranger, a Co-Document Agent and a Lender

By: /s/ Nupur Kumar
Name: Nupur Kumar
Title: Authorized Signatory

By: /s/ Daniel Kogan
Name: Daniel Kogan
Title: Authorized Signatory

CIT BANK, N.A., as a Lender

By: /s/ Katya Pittman
Name: Katya Pittman
Title: Director

FIRST HORIZON BANK, as a Lender

By: /s/ W. David McCarver IV
Name: W. David McCarver IV
Title: Senior Vice President

BANK OF AMERICA, as a Lender

By: /s/ Pace Doherty
Name: Pace Doherty
Title: Senior Vice President

CIT BANK, N.A., as a Lender

By: /s/ Cliff Vaz
Name: Cliff Vaz
Title: Vice President

SUMITOMO MITSUI BANKING CORPORATION, as a Lender

By: /s/ Jeffrey Cobb
Name: Jeffrey Cobb
Title: Director

SUMITOMO MITSUI BANKING CORPORATION, as a Lender

By: /s/ Jeffrey Cobb
Name: Jeffrey Cobb
Title: Director

SYNOVUS BANK, as a Lender

By: /s/ Custis Proctor
Name: Custis Proctor
Title: Corporate Banker

ZIONS BANCORPORATION, N.A. dba AMEGY BANK, as a Lender

By: /s/ G. Scott Collins
Name: G. Scott Collins
Title: Executive Vice President

GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Mahesh Mohan
Name: Mahesh Mohan
Title: Authorized Signatory

MORGAN STANLEY BANK, N.A., solely for the purpose of Section 5 of this Thirteenth Amendment as an Exiting Lender, as a Lender

By: /s/ David Lazarus
Name: David Lazarus
Title: Managing Director

ANNEX I
LIST OF MAXIMUM CREDIT AMOUNTS

[**Omitted**]

Exhibit 4.17

FOURTEENTH AMENDMENT

TO

AMENDED, RESTATED AND CONSOLIDATED
REVOLVING CREDIT AGREEMENT

DATED AS OF FEBRUARY 4, 2022

AMONG

DIVERSIFIED GAS & OIL CORPORATION,
AS BORROWER,

THE GUARANTORS PARTY HERETO,

KEYBANK NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT,

AND

THE LENDERS PARTY HERETO

FOURTEENTH AMENDMENT TO AMENDED, RESTATED AND CONSOLIDATED REVOLVING CREDIT AGREEMENT

This Fourteenth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement (this "Fourteenth Amendment") dated as of February 4, 2022, is among Diversified Gas & Oil Corporation, a Delaware corporation (the "Borrower"), each of the undersigned guarantors (the "Guarantors"), each Lender (as defined below) party hereto, and KeyBank National Association, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent").

RECITALS

A. The Borrower, the Administrative Agent and the banks and other financial institutions from time to time party thereto (together with their respective successors and assigns in such capacity, each a "Lender") have entered into that certain Amended, Restated and Consolidated Revolving Credit Agreement dated as of December 7, 2018, as amended by that certain First Amendment dated as of April 18, 2019, that certain Second Amendment dated as of June 28, 2019, that certain Third Amendment dated as of November 13, 2019, that certain Fourth Amendment dated as of January 9, 2020, that certain Fifth Amendment dated as of January 22, 2020, that certain Sixth Amendment dated as of March 24, 2020, that certain Seventh Amendment dated as of May 21, 2020, that certain Eighth Amendment dated as of June 26, 2020, that certain Ninth Amendment dated as of November 19, 2020, that certain Tenth Amendment dated as of April 6, 2021, that certain Eleventh Amendment dated as of May 11, 2021, that certain Twelfth Amendment dated as of August 17, 2021, and that certain Thirteenth Amendment dated as of December 7, 2021 (as further amended, restated, modified or supplemented from time to time, the "Credit Agreement").

B. The Borrower has requested, and the Lenders and the Administrative Agent have agreed to amend certain provisions of the Credit Agreement on the terms and conditions set forth herein in connection with the formation and investment in ABS III Holdings, ABS III, ABS III Midstream and ABS III Upstream (each as defined below).

AGREEMENT

NOW, THEREFORE, to induce the Administrative Agent and the Lenders to enter into this Fourteenth Amendment and in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Unless otherwise defined in this Fourteenth Amendment, each capitalized term used in this Fourteenth Amendment has the meaning assigned to such term in the Credit Agreement. Unless otherwise indicated, all section references in this Fourteenth Amendment refer to sections of the Credit Agreement.

Section 2. Amendments. Subject to the Satisfaction of the Conditions Precedent in Section 5 of this Fourteenth Amendment, the following Amendments to the Credit Agreement shall be effective:

2.1 Amendment to Section 1.02. Section 1.02 is hereby amended by amending or adding the following defined terms in their entirety:

"ABS III" means Diversified ABS Phase III LLC, a Delaware limited liability company, a wholly owned subsidiary of ABS III Holdings and an Unrestricted Subsidiary of Diversified.

"ABS III Holdings" means Diversified ABS Phase III Holdings LLC, a Pennsylvania limited liability company and an Unrestricted Subsidiary of Diversified.

"ABS III Midstream" means Diversified ABS Phase III Midstream LLC, a wholly owned subsidiary of ABS III and an Unrestricted Subsidiary of Diversified.

"ABS III Upstream" means Diversified ABS Phase III Upstream LLC, a wholly owned subsidiary of ABS III and an Unrestricted Subsidiary of Diversified.

"Agreement" means this Amended, Restated and Consolidated Revolving Credit Agreement, including the Schedules and Exhibits hereto, as amended by that certain First Amendment dated as of April 18, 2019, that certain Second Amendment dated as of June 28, 2019, that certain Third Amendment dated as of November 13, 2019, that certain Fourth Amendment dated as of January 9, 2020, that certain Fifth Amendment dated as of January 22, 2020, that certain Sixth Amendment dated as of March 24, 2020, that certain Seventh Amendment dated as of May 21, 2020, that certain Eighth Amendment dated as of June 26, 2020, that certain Ninth Amendment dated as of November 19, 2020, that certain Tenth Amendment dated as of April 6, 2021, that certain Eleventh Amendment dated as of May 11, 2021, that certain Twelfth Amendment dated as of August 17, 2021, that certain Thirteenth Amendment dated as of December 7, 2021, that certain Fourteenth Amendment dated as of February 4, 2022, and as the same may be further amended, modified, supplemented, restated, replaced or otherwise modified from time to time.

"Limited Guaranty" means a limited guaranty by the Borrower of certain obligations of ABS III under that certain Indenture dated as of January 27, 2022 among ABS III and UMB Bank, N.A. as trustee for the issuance of Notes in the principal amount of $365.0 million in form and substance reasonably acceptable to the Majority Lenders.

2.2 Amendment to Section 9.02. Section 9.02 is hereby amended by deleting "and" after Section 9.02(i), renumbering Section 9.02(j) as Section 9.02(k) and inserting the following Section 9.02(j):

"(j) the Limited Guaranty; and"

2.3 Amendment to Section 9.05(k). Section 9.05(k) is hereby amended by deleting "and" at the end of Section 9.05(k)(iii), renumbering 9.05(k)(iv) as 9.05(k)(vi) and adding the following new 9.05(k)(iv) and (v):

"(iv) (A) ABS III Holdings, ABS III and ABS III Upstream; provided that the Borrower's Investment in such entities at any one time does not exceed those assets allocated to ABS III Upstream pursuant to that certain Statement of Division filed with the Pennsylvania Department of State pursuant to that certain Separation Agreement dated as of February 1, 2022 (the "Separation Agreement") by and among Diversified, the Borrower, ABS III Holdings, ABS III and ABS III Upstream (without giving effect to any appreciation in the value of such Investment after the date such Investment is made) and (B) the Limited Guaranty;

(v) ABS III Midstream; provided that the Borrower's Investment in such entity at any one time does not exceed those assets contributed to ABS III Midstream pursuant to that certain Contribution Agreement dated as of February 3, 2022 (the "Contribution Agreement") by and among Diversified, the Borrower, Diversified Midstream LLC, ABS III Holdings, ABS III and ABS III Midstream (without giving effect to any appreciation in the value of such Investment after the date such Investment is made); and"

2.4 Amendment to Section 9.14. Section 9.14 is hereby amended by deleting such Section in its entirety and replacing it with the following:

"Section 9.14 Transactions with Affiliates. Except for payment of Restricted Payments permitted by Section 9.04, the Borrower will not, and will not permit any other Group Member to, enter into any transaction, including any purchase, sale, lease or exchange of Property or the rendering of any service, with any Affiliate (other than between the Borrower and other Loan Parties) unless such transactions are otherwise not prohibited under this Agreement and are upon fair and reasonable terms no less favorable to it than it would obtain in a comparable arm's length transaction with a Person not an Affiliate and with respect to any such agreements with ABS, ABS II, ABS III Midstream, ABS III Upstream, SPV I and SPV II and their Affiliates, a Responsible Officer of the Borrower provides a certificate to the Administrative Agent upon entering into and on each amendment or modification of such agreement certifying to the foregoing."

2.5 Amendment to Section 10.01. Section 10.01 is hereby amended by deleting the "or" at the end of Section 10.01(k), renumbering Section 10.01(l) as 10.01(m) and adding the following new Section 10.01(l):

"(l) any legitimate claim, litigation or other legal proceeding shall be made by the Trustee or a Noteholder (as such terms are defined in the Limited Guaranty) against the Borrower or any other Guarantor and such claim, litigation or other legal proceeding if determined to be payable, could reasonably be expected to be in excess of $10.0 million; or"

Section 3. Waivers.

3.1 Consideration for Transfer of Oil and Gas Properties. The cash consideration to be received by the Borrower in connection with the Disposition, in one or more separate transactions by Diversified to ABS III of the assets acquired pursuant to the Separation Agreement and the Contribution Agreement (the "Transferred Assets") related to an asset backed securitization transaction or transactions (the "ABS Transaction") will be less than 80% of the total consideration for the Transferred Assets. Section 9.11(d)(i) requires that at least 80% of the consideration for such transfer be cash. The Borrower has requested that the Majority Lenders waive, and the Majority Lenders signatory hereto hereby waive the requirements of Sections 9.11(d)(i) that the consideration for the transfer of the Transferred Assets to ABS III pursuant to the ABS Transaction be at least 80% cash.

3.2 Swaps. The Borrower may, at its option, novate certain Swap Agreements associated with the ABS Transaction. If it does so, it may receive less than 80% cash for such novation as required by Section 9.11(d)(i) and it may not receive Fair Market Value for such novation as required by Section 9.11(d)(iii). The Borrower has requested that the Majority Lenders waive, and the Majority Lenders signatory hereto hereby waive the requirements that the consideration for the novation of such Swap Agreements in connection with the transfer of the Transferred Assets be at least 80% cash and at Fair Market Value.

3.3 Conditions. Notwithstanding Section 5 of this Fourteenth Amendment, the foregoing waivers of the ABS Transaction shall be conditioned upon:

(a) The Administrative Agent shall have received a certificate from a Responsible Officer of the Borrower certifying as to the matters set forth in Section 8.18(d) with respect to the designation of ABS III Holdings and ABS III as Unrestricted Subsidiaries.

(b) The Administrative Agent shall have received copies of the documents to be used to complete the ABS Transaction (the "ABS Transaction Documents") at least two (2) Business Days prior to the close of the ABS Transaction and such documents shall be in form and substance reasonably acceptable to the Administrative Agent, including, for the avoidance of doubt, the Limited Guaranty.

(c) The Administrative Agent shall have received a certificate from a Responsible Officer of the Borrower (a) certifying that the ABS Transaction has been completed in accordance with the ABS Transaction Documents, and (b) stating that attached thereto are true and correct copies of the originals of such ABS Transaction Documents used to complete the ABS Transaction.

(d) The Administrative Agent shall have received the certificate required by Section 9.14 with respect to each affiliate transaction entered into with ABS III Midstream and ABS III Upstream.

Section 4. Borrowing Base. Pursuant to Section 2.08(a), the Administrative Agent has determined that upon the closing of the ABS Transaction, the Borrowing Base in effect at such time shall be $550.0 million. The Borrowing Base may be subject to further adjustment from time to time in accordance with the Credit Agreement.

Section 5. Effectiveness. This Fourteenth Amendment shall become effective on the first date on which each of the conditions set forth in this Section 5 is satisfied (the "Fourteenth Amendment Effective Date"):

5.1 The Administrative Agent shall have received duly executed counterparts (in such number as may be reasonably requested by the Administrative Agent) of this Fourteenth Amendment from the Borrower, each Guarantor, and Lenders constituting the Majority Lenders.

5.2 At the time of and immediately after giving effect to this Fourteenth Amendment, (a) no Default or Event of Default shall have occurred and be continuing and (b) no event or events shall have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

5.3 There shall be no pending or threatened litigation against the Borrower or any Guarantor which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect, except as disclosed in writing to the Administrative Agent prior to the Fourteenth Amendment Effective Date.

5.4 The Borrower shall have paid all amounts due and payable on or prior to the Fourteenth Amendment Effective Date to the extent invoiced two (2) Business Days prior to the Fourteenth Amendment Effective Date, including all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement.

Section 6. Governing Law. THIS FOURTEENTH AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 7. Miscellaneous. (a) On and after the Fourteenth Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in each other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended or otherwise modified by this Fourteenth Amendment; (b) the execution, delivery and effectiveness of this Fourteenth Amendment shall not operate as a waiver of any default of the Borrower or any right, power or remedy of the Administrative Agent or the Lenders under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents; (c) this Fourteenth Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Fourteenth Amendment by signing any such counterpart; and (d) delivery of an executed counterpart of a signature page to this Fourteenth Amendment by electronic mail shall be effective as delivery of a manually executed counterpart of this Fourteenth Amendment.

Section 8. Ratification and Affirmation; Representations and Warranties. The Borrower and each Guarantor hereby (a) acknowledges the terms of this Fourteenth Amendment; (b) ratifies and affirms its obligations under, and acknowledges, renews and extends its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended or modified hereby; and (c) represents and warrants to the Lenders that as of the Fourteenth Amendment Effective Date, after giving effect to the terms of this Fourteenth Amendment: (i) all of the representations and warranties contained in each Loan Document to which it is a party are true and correct in all material respects (unless already qualified by materiality, in which case such representation and warranty (to the extent so qualified) shall continue to be true and correct in all respects), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (unless already qualified by materiality, in which case such representation and warranty (to the extent so qualified) shall continue to be true and correct in all respects) as of such specified earlier date, (ii) no Default or Event of Default has occurred and is continuing, and (iii) no event or events have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 9. Limitation of Waivers. Except as expressly provided herein, the waivers contained herein, shall not be a consent, waiver or agreement by the Administrative Agent or the Lenders of any Defaults or Events of Default, as applicable, which may exist or which may occur in the future under the Credit Agreement or any other Loan Document (collectively, "Violations"). Similarly, except as expressly provided herein, nothing contained in this Fourteenth Amendment shall directly or indirectly in any way whatsoever: (a) impair, prejudice or otherwise adversely affect the Administrative Agent's or the Lenders' right at any time to exercise any right, privilege or remedy in connection with the Credit Agreement or any other Loan Document, as the case may be, with respect to any Violations, (b) amend or alter any provision of the Credit Agreement, the other Loan Documents, or any other contract or instrument, or (c) constitute any course of dealing or other basis for altering any obligation of the Borrower or any right, privilege or remedy of the Administrative Agent or the Lenders under the Credit Agreement, the other Loan Documents, or any other contract or instrument, as applicable. Nothing in this Fourteenth Amendment shall be construed to be a consent by the Administrative Agent or the Lenders to any Violations.

Section 10. Loan Document. This Fourteenth Amendment is a Loan Document as defined and described in the Credit Agreement and all of the terms and provisions of the Credit Agreement relating to Loan Documents shall apply hereto.

Section 11. No Oral Agreements. THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING THIS FOURTEENTH AMENDMENT, EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN AND AMONG THE PARTIES AND SUPERSEDE ALL OTHER AGREEMENTS AND UNDERSTANDINGS BETWEEN AND AMONG SUCH PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN AND AMONG THE PARTIES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Fourteenth Amendment to be executed by their officers thereunto duly authorized as of the date first above written.

BORROWER:

DIVERSIFIED GAS & OIL CORPORATION
a Delaware corporation

By: /s/ Eric Williams
Name: Eric Williams
Title: Executive Vice President and Chief Financial Officer

GUARANTORS:

DIVERSIFIED PRODUCTION LLC
DIVERSIFIED ENERGY MARKETING, LLC
DIVERSIFIED MIDSTREAM LLC
DP BLUEBONNET LLC
BLUESTONE NATURAL RESOURCES II, LLC
CRANBERRY PIPELINE CORPORATION
COALFIELD PIPELINE COMPANY
TAPSTONE ENERGY HOLDINGS, LLC
TAPSTONE ENERGY HOLDINGS II, LLC
TAPSTONE ENERGY HOLDINGS III, LLC
TAPSTONE ENERGY, LLC
TAPSTONE MIDSTREAM, LLC

By: /s/ Eric Williams
Name: Eric Williams
Title: Executive Vice President and Chief Financial Officer

KEYBANK NATIONAL ASSOCIATION, as Coordinating Lead Arranger, Sole Bookrunner, Administrative Agent and a Lender

By: /s/ George E. McKean
Name: George E. McKean
Title: Senior Vice President

TRUIST BANK, as Co-Syndication Agent, and a Lender

By: /s/ Benjamin L. Brown
Name: Benjamin L. Brown
Title: Director

TRUIST SECURITIES, INC., as Joint Lead Arranger

By: /s/ Benjamin L. Brown
Name: Benjamin L. Brown
Title: Director

CITIZENS BANK, N.A., as Joint Lead Arranger, Co- Syndication Agent and a Lender

By: /s/ Scott Donaldson
Name: Scott Donaldson
Title: Senior Vice President

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a Joint Lead Arranger, Co-Syndication Agent, and a Lender

By: /s/ Jacob W. Lewis
Name: Jacob W. Lewis
Title: Authorized Signatory

By: /s/ Donovan C. Broussard
Name: Donovan C. Broussard
Title: Authorized Signatory

DNB BANK ASA, NEW YORK BRANCH, as a Co-Documentation Agent

By: /s/ Kevin Utsey
Name: Kevin Utsey
Title: Senior Vice President

By: /s/ Scott Joyce
Name: Scott Joyce
Title: Senior Vice President

DNB MARKETS, INC., as a Joint Lead Arranger

By: /s/ Daniel Hochstadt
Name: Daniel Hochstadt
Title: Managing Director

By: /s/ Jae Kwon
Name: Jae Kwon
Title: Managing Director

DNB CAPITAL LLC as a Lender

By: /s/ Kevin Utsey
Name: Kevin Utsey
Title: Senior Vice President

By: /s/ Scott Joyce
Name: Scott Joyce
Title: Senior Vice President

MIZUHO BANK, LTD., as a Joint Lead Arranger, a Co-Syndication Agent and a Lender

By: /s/ Edward Sacks
Name: Edward Sacks
Title: Authorized Signatory

U.S. BANK NATIONAL ASSOCIATION, as a Joint Lead Arranger, a Co-Document Agent and a Lender

By: /s/ Matthew Turner
Name: Matthew Turner
Title: Senior Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a Lender

By: /s/ Nupur Kumar
Name: Nupur Kumar
Title: Authorized Signatory

By: /s/ Daniel Kogan
Name: Daniel Kogan
Title: Authorized Signatory

First-Citizens Bank & Trust Company (successor by merger to CIT Bank, N.A.), as a Lender

By: /s/ Katya Pittman
Name: Katya Pittman
Title: Director

FIRST HORIZON BANK, as a Lender

By: /s/ W. David McCarver
Name: W. David McCarver IV
Title: Senior Vice President

BANK OF AMERICA, as a Lender

By: /s/ Pace Doherty
Name: Pace Doherty
Title: Director

CITIBANK, N.A., as a Lender

By: /s/ Heathcliff Vaz
Name: Heathcliff Vaz
Title: Vice President

SUMITOMO MITSUI BANKING CORPORATION, as a Lender

By: /s/ Sumitomo Mitsui Banking Corporation
Name: Sumitomo Mitsui Banking Corporation
Title:

SYNOVUS BANK, as a Lender

By: /s/ Custis Proctor
Name: Custis Proctor
Title: Corporate Banker

ZIONS BANCORPORATION dba AMEGY BANK, as a Lender

By: /s/ Zions Bancorporation dba Amegy Bank
Name: Zions Bancorporation dba Amegy Bank
Title:

GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Dan Martis
Name: Dan Martis
Title: Authorized Signatory

Exhibit 4.18

Execution Version

FIFTEENTH AMENDMENT

TO

AMENDED, RESTATED AND CONSOLIDATED
REVOLVING CREDIT AGREEMENT

DATED AS OF FEBRUARY 22, 2022

AMONG

DIVERSIFIED GAS & OIL CORPORATION,
AS BORROWER,

THE GUARANTORS PARTY HERETO,

KEYBANK NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT,

AND

THE LENDERS PARTY HERETO

FIFTEENTH AMENDMENT TO AMENDED, RESTATED AND CONSOLIDATED REVOLVING CREDIT AGREEMENT

This Fifteenth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement (this "Fifteenth Amendment") dated as of February 22, 2022, is among Diversified Gas & Oil Corporation, a Delaware corporation (the "Borrower"), each of the undersigned guarantors (the "Guarantors"), each Lender (as defined below) party hereto, and KeyBank National Association, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent").

RECITALS

A. The Borrower, the Administrative Agent and the banks and other financial institutions from time to time party thereto (together with their respective successors and assigns in such capacity, each a "Lender") have entered into that certain Amended, Restated and Consolidated Revolving Credit Agreement dated as of December 7, 2018, as amended by that certain First Amendment dated as of April 18, 2019, that certain Second Amendment dated as of June 28, 2019, that certain Third Amendment dated as of November 13, 2019, that certain Fourth Amendment dated as of January 9, 2020, that certain Fifth Amendment dated as of January 22, 2020, that certain Sixth Amendment dated as of March 24, 2020, that certain Seventh Amendment dated as of May 21, 2020, that certain Eighth Amendment dated as of June 26, 2020, that certain Ninth Amendment dated as of November 19, 2020, that certain Tenth Amendment dated as of April 6, 2021, that certain Eleventh Amendment dated as of May 11, 2021, that certain Twelfth Amendment dated as of August 17, 2021, that certain Thirteenth Amendment dated as of December 7, 2021, and that certain Fourteenth Amendment dated as of February 4, 2022 (as further amended, restated, modified or supplemented from time to time, the "Credit Agreement").

B. The Borrower has requested, and the Lenders and the Administrative Agent have agreed to amend certain provisions of the Credit Agreement on the terms and conditions set forth herein in connection with the formation and investment in ABS IV Holdings and ABS IV (each as defined below).

AGREEMENT

NOW, THEREFORE, to induce the Administrative Agent and the Lenders to enter into this Fifteenth Amendment and in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Unless otherwise defined in this Fifteenth Amendment, each capitalized term used in this Fifteenth Amendment has the meaning assigned to such term in the Credit Agreement. Unless otherwise indicated, all section references in this Fifteenth Amendment refer to sections of the Credit Agreement.

Section 2. Amendments. Subject to the Satisfaction of the Conditions Precedent in Section 5 of this Fifteenth Amendment, the following Amendments to the Credit Agreement shall be effective:

2.1 Amendment to Section 1.02. Section 1.02 is hereby amended by amending or adding the following defined terms in their entirety:

"ABS IV" means Diversified ABS Phase IV LLC, a Delaware limited liability company, a wholly owned subsidiary of ABS IV Holdings and an Unrestricted Subsidiary of Diversified.

"ABS IV Holdings" means Diversified ABS Phase IV Holdings LLC, a Delaware limited liability company and Unrestricted Subsidiary of Diversified.

"ABS IV Intercreditor Agreement" means that certain intercreditor agreement in form and substance reasonably acceptable to the Majority Lenders dated as of February 22, 2022 by and between the Administrative Agent on behalf of itself and the Lenders and ABS IV (including its successors and assigns) and attached as Exhibit A to the Fifteenth Amendment.

"Agreement" means this Amended, Restated and Consolidated Revolving Credit Agreement, including the Schedules and Exhibits hereto, as amended by that certain First Amendment dated as of April 18, 2019, that certain Second Amendment dated as of June 28, 2019, that certain Third Amendment dated as of November 13, 2019, that certain Fourth Amendment dated as of January 9, 2020, that certain Fifth Amendment dated as of January 22, 2020, that certain Sixth Amendment dated as of March 24, 2020, that certain Seventh Amendment dated as of May 21, 2020, that certain Eighth Amendment dated as of June 26, 2020, that certain Ninth Amendment dated as of November 19, 2020, that certain Tenth Amendment dated as of April 6, 2021, that certain Eleventh Amendment dated as of May 11, 2021, that certain Twelfth Amendment dated as of August 17, 2021, that certain Thirteenth Amendment dated as of December 7, 2021, that certain Fourteenth Amendment dated as of February 4, 2022, that certain Fifteenth Amendment dated as of February 22, 2022, and as the same may be further amended, modified, supplemented, restated, replaced or otherwise modified from time to time.

"Fifteenth Amendment" means that certain Fifteenth Amendment to this Agreement dated as of February 22, 2022.

"Precautionary Mortgages" means those certain Precautionary Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement in form and substance reasonably acceptable to the Administrative Agent dated as of February 22, 2022 from Diversified to James M. McDonough as Trustee for the benefit of ABS IV to be filed in Denton, Hill, Parker, Erath, Hood, Tarrant, Wise, Ellis, Johnson, Bosque and Somervell Counties, Texas.

2.2 Amendment to Section 9.03. Section 9.03 is hereby amended by deleting "and" at the end of Section 9.03(d), renumbering Section 9.03(e) as Section 9.03(f) and adding the following new Section 9.03(e):

"(e) the Precautionary Mortgages; provided that such Precautionary Mortgages are subject to the ABS IV Intercreditor Agreement; and"

2.3 Amendment to Section 9.05(k). Section 9.05(k) is hereby amended by deleting "and" at the end of Section 9.05(k)(v), renumbering Section 9.05(k)(vi) as Section 9.05(k)(vii) and adding the following new Section 9.05(k)(vi):

"(vi) ABS IV Holdings and ABS IV; provided that the Borrower's investment in such entities at any one time does not exceed those assets purchased by ABS IV Holdings pursuant to that certain Asset Purchase Agreement dated as of February 22, 2022 (the "Holdings Purchase Agreement") by and among Diversified, the Borrower and ABS IV Holdings as such assets are purchased by ABS IV pursuant to that certain Asset Purchase Agreement dated as of February 22, 2022 (the "ABS IV Purchase Agreement" and together with the Holdings Purchase Agreement, the "Purchase Agreements") by and among the Borrower, ABS IV Holdings and ABS IV (without giving effect to any appreciation in the value of such Investment after the date of such Investment); and"

2.4 Amendment to Section 9.14. Section 9.14 is hereby amended by deleting such Section in its entirety and replacing it with the following:

"Section 9.14 Transactions with Affiliates. Except for payment of Restricted Payments permitted by Section 9.04, the Borrower will not, and will not permit any other Group Member to, enter into any transaction, including any purchase, sale, lease or exchange of Property or the rendering of any service, with any Affiliate (other than between the Borrower and other Loan Parties) unless such transactions are otherwise not prohibited under this Agreement and are upon fair and reasonable terms no less favorable to it than it would obtain in a comparable arm's length transaction with a Person not an Affiliate and with respect to any such agreements with ABS, ABS II, ABS III Midstream, ABS III Upstream, ABS IV, SPV I and SPV II and their Affiliates, a Responsible Officer of the Borrower provides a certificate to the Administrative Agent upon entering into and on each amendment or modification of such agreement certifying to the foregoing."

Section 3. Waivers.

3.1 Consideration for Transfer of Oil and Gas Properties. The cash consideration to be received by the Borrower in connection with the Disposition, in one or more separate transactions by Diversified to ABS IV Holdings of the assets acquired pursuant to the Holdings Purchase Agreement (the "Transferred Assets") related to an asset backed securitization transaction or transactions (the "ABS Transaction") will be less than 80% of the total consideration for the Transferred Assets. Section 9.11(d)(i) requires that at least 80% of the consideration for such transfer be cash. The Borrower has requested that the Majority Lenders waive, and the Majority Lenders signatory hereto hereby waive the requirements of Sections 9.11(d)(i) that the consideration for the transfer of the Transferred Assets to ABS IV Holdings pursuant to the ABS Transaction be at least 80% cash.

3.2 Swaps. The Borrower may, at its option, novate certain Swap Agreements associated with the ABS Transaction. If it does so, it may receive less than 80% cash for such novation as required by Section 9.11(d)(i) and it may not receive Fair Market Value for such novation as required by Section 9.11(d)(iii). The Borrower has requested that the Majority Lenders waive, and the Majority Lenders signatory hereto hereby waive the requirements that the consideration for the novation of such Swap Agreements in connection with the transfer of the Transferred Assets be at least 80% cash and at Fair Market Value.

3.3 Conditions. Notwithstanding Section 5 of this Fifteenth Amendment, the foregoing waivers of the ABS Transaction shall be conditioned upon:

(a) The Administrative Agent shall have received a certificate from a Responsible Officer of the Borrower certifying as to the matters set forth in Section 8.18(d) with respect to the designation of ABS Holdings IV and ABS IV as Unrestricted Subsidiaries.

(b) The Administrative Agent shall have received copies of the documents to be used to complete the ABS Transaction (the "ABS Transaction Documents") at least two (2) Business Days prior to the close of the ABS Transaction and such documents shall be in form and substance reasonably acceptable to the Administrative Agent.

(c) The Administrative Agent shall have received a certificate from a Responsible Officer of the Borrower (a) certifying that the ABS Transaction has been completed in accordance with the ABS Transaction Documents, and (b) stating that attached thereto are true and correct copies of the originals of such ABS Transaction Documents used to complete such ABS Transaction.

(d) The Administrative Agent shall have received the certificate required by Section 9.14 with respect to each affiliate transaction entered into with ABS IV.

Section 4. Borrowing Base. Pursuant to Section 2.08(a), the Administrative Agent has determined that upon the closing of the ABS Transaction, the Borrowing Base in effect at such time shall be $500.0 million. The Borrowing Base may be subject to further adjustment from time to time in accordance with the Credit Agreement.

Section 5. Effectiveness. This Fifteenth Amendment shall become effective on the first date on which each of the conditions set forth in this Section 5 is satisfied (the "Fifteenth Amendment Effective Date"):

5.1 The Administrative Agent shall have received duly executed counterparts (in such number as may be reasonably requested by the Administrative Agent) of this Fifteenth Amendment from the Borrower, each Guarantor, and Lenders constituting the Majority Lenders.

5.2 At the time of and immediately after giving effect to this Fifteenth Amendment, (a) no Default or Event of Default shall have occurred and be continuing and (b) no event or events shall have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

5.3 There shall be no pending or threatened litigation against the Borrower or any Guarantor which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect, except as disclosed in writing to the Administrative Agent prior to the Fifteenth Amendment Effective Date.

5.4 The Borrower shall have paid all amounts due and payable on or prior to the Fifteenth Amendment Effective Date to the extent invoiced two (2) Business Days prior to the Fifteenth Amendment Effective Date, including all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement.

Section 6. Governing Law. THIS FIFTEENTH AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 7. Miscellaneous. (a) On and after the Fifteenth Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in each other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended or otherwise modified by this Fifteenth Amendment; (b) the execution, delivery and effectiveness of this Fifteenth Amendment shall not operate as a waiver of any default of the Borrower or any right, power or remedy of the Administrative Agent or the Lenders under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents; (c) this Fifteenth Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Fifteenth Amendment by signing any such counterpart; and (d) delivery of an executed counterpart of a signature page to this Fifteenth Amendment by electronic mail shall be effective as delivery of a manually executed counterpart of this Fifteenth Amendment.

Section 8. Ratification and Affirmation; Representations and Warranties. The Borrower and each Guarantor hereby (a) acknowledges the terms of this Fifteenth Amendment; (b) ratifies and affirms its obligations under, and acknowledges, renews and extends its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended or modified hereby; and (c) represents and warrants to the Lenders that as of the Fifteenth Amendment Effective Date, after giving effect to the terms of this Fifteenth Amendment: (i) all of the representations and warranties contained in each Loan Document to which it is a party are true and correct in all material respects (unless already qualified by materiality, in which case such representation and warranty (to the extent so qualified) shall continue to be true and correct in all respects), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (unless already qualified by materiality, in which case such representation and warranty (to the extent so qualified) shall continue to be true and correct in all respects) as of such specified earlier date, (ii) no Default or Event of Default has occurred and is continuing, and (iii) no event or events have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 9. Limitation of Waivers. Except as expressly provided herein, the waivers contained herein, shall not be a consent, waiver or agreement by the Administrative Agent or the Lenders of any Defaults or Events of Default, as applicable, which may exist or which may occur in the future under the Credit Agreement or any other Loan Document (collectively, "Violations"). Similarly, except as expressly provided herein, nothing contained in this Fifteenth Amendment shall directly or indirectly in any way whatsoever: (a) impair, prejudice or otherwise adversely affect the Administrative Agent's or the Lenders' right at any time to exercise any right, privilege or remedy in connection with the Credit Agreement or any other Loan Document, as the case may be, with respect to any Violations, (b) amend or alter any provision of the Credit Agreement, the other Loan Documents, or any other contract or instrument, or (c) constitute any course of dealing or other basis for altering any obligation of the Borrower or any right, privilege or remedy of the Administrative Agent or the Lenders under the Credit Agreement, the other Loan Documents, or any other contract or instrument, as applicable. Nothing in this Fifteenth Amendment shall be construed to be a consent by the Administrative Agent or the Lenders to any Violations.

Section 10. Loan Document. This Fifteenth Amendment is a Loan Document as defined and described in the Credit Agreement and all of the terms and provisions of the Credit Agreement relating to Loan Documents shall apply hereto.

Section 11. No Oral Agreements. THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING THIS FIFTEENTH AMENDMENT, EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN AND AMONG THE PARTIES AND SUPERSEDE ALL OTHER AGREEMENTS AND UNDERSTANDINGS BETWEEN AND AMONG SUCH PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN AND AMONG THE PARTIES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Fifteenth Amendment to be executed by their officers thereunto duly authorized as of the date first above written.

BORROWER:

DIVERSIFIED GAS & OIL CORPORATION
a Delaware corporation

By: /s/ Eric Williams
Name: Eric Williams
Title: Executive Vice President and Chief Financial Officer

GUARANTORS:

DIVERSIFIED PRODUCTION LLC
DIVERSIFIED ENERGY MARKETING, LLC
DIVERSIFIED MIDSTREAM LLC
DP BLUEBONNET LLC
BLUESTONE NATURAL RESOURCES II, LLC
CRANBERRY PIPELINE CORPORATION
COALFIELD PIPELINE COMPANY
TAPSTONE ENERGY HOLDINGS, LLC
TAPSTONE ENERGY HOLDINGS II, LLC
TAPSTONE ENERGY HOLDINGS III, LLC
TAPSTONE ENERGY, LLC
TAPSTONE MIDSTREAM, LLC

By: /s/ Eric Williams
Name: Eric Williams
Title: Executive Vice President and Chief Financial Officer

KEYBANK NATIONAL ASSOCIATION, as Coordinating Lead Arranger, Sole Bookrunner, Administrative Agent and a Lender

By: /s/ George E. McKean
Name: George E. McKean
Title: Senior Vice President

TRUIST BANK, as Co-Syndication Agent, and a Lender

By: /s/ Benjamin L. Brown
Name: Benjamin L. Brown
Title: Director

TRUIST SECURITIES, INC., as Joint Lead Arranger

By: /s/ Benjamin L. Brown
Name: Benjamin L. Brown
Title: Director

CITIZENS BANK, N.A., as Joint Lead Arranger, Co-Syndication Agent and a Lender

By: /s/ Scott Donaldson
Name: Scott Donaldson
Title: Senior Vice President

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a Joint Lead Arranger, Co-Syndication Agent, and a Lender

By: /s/ Jacob W. Lewis
Name: Jacob W. Lewis
Title: Authorized Signatory

By: /s/ Donovan C. Broussard
Name: Donovan C. Broussard
Title: Authorized Signatory

DNB BANK ASA, NEW YORK BRANCH, as a Co-Documentation Agent

By: /s/ Kevin Utsey
Name: Kevin Utsey
Title: Senior Vice President

By: /s/ Scott Joyce
Name: Scott Joyce
Title: Senior Vice President

DNB MARKETS, INC., as a Joint Lead Arranger

By: /s/ Theodore S. Jadick, Jr.
Name: Theodore S. Jadick, Jr.
Title: President

By: /s/ Tor Ivar Hansen
Name: Tor Ivar Hansen
Title: Managing Director

DNB CAPITAL LLC as a Lender

By: /s/ Kevin Utsey
Name: Kevin Utsey
Title: Senior Vice President

By: /s/ Scott Joyce
Name: Scott Joyce
Title: Senior Vice President

MIZUHO BANK, LTD., as a Joint Lead Arranger, a Co-Syndication Agent and a Lender

By: /s/ Edward Sacks
Name: Edward Sacks
Title: Authorized Signatory

U.S. BANK NATIONAL ASSOCIATION, as a Joint Lead Arranger, a Co-Document Agent and a Lender

By: /s/ Matthew Turner
Name: Matthew Turner
Title: Senior Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a Lender

By: /s/ Nupur Kumar
Name: Nupur Kumar
Title: Authorized Signatory

By: /s/ Daniel Kogan
Name: Daniel Kogan
Title: Authorized Signatory

First-Citizens Bank & Trust Company (successor by merger to CIT BANK, N.A.), as a Lender

By: /s/ Katya Pittman
Name: Katya Pittman
Title: Director

FIRST HORIZON BANK, as a Lender

By: /s/ W. David McCarver IV
Name: W. David McCarver IV
Title: Senior Vice President

BANK OF AMERICA, as a Lender

By: /s/ Salman Samar
Name: Salman Samar
Title: Director

CITIBANK, N.A., as a Lender

By: /s/ Cliff Vaz
Name: Cliff Vaz
Title: Vice President

SUMITOMO MITSUI BANKING CORPORATION, as a Lender

By: /s/ Jeffrey Cobb
Name: Jeffrey Cobb
Title: Director

SYNOVUS BANK, as a Lender

By: /s/ Custis Proctor
Name: Custis Proctor
Title: Corporate Banker

ZIONS BANCORPORATION, N.A. dba AMEGY BANK, as a Lender

By: /s/ G. Scott Collins
Name: G. Scott Collins
Title: Executive Vice President

GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Garrett Luk
Name: Garrett Luk
Title: Authorized Signatory

EXHIBIT A
ABS IV INTERCERDITOR FORM

[**Omitted**]

Exhibit 4.19

Execution Version

SIXTEENTH AMENDMENT

TO

AMENDED, RESTATED AND CONSOLIDATED
REVOLVING CREDIT AGREEMENT

DATED AS OF MAY 27, 2022

AMONG

DIVERSIFIED GAS & OIL CORPORATION,
AS BORROWER,

THE GUARANTORS PARTY HERETO,

KEYBANK NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT,

AND

THE LENDERS PARTY HERETO

SIXTEENTH AMENDMENT TO AMENDED, RESTATED AND CONSOLIDATED REVOLVING CREDIT AGREEMENT

This Sixteenth Amendment to Amended, Restated and Consolidated Revolving Credit Agreement (this "Sixteenth Amendment") dated as of May 27, 2022, is among Diversified Gas & Oil Corporation, a Delaware corporation (the "Borrower"), each of the undersigned guarantors (the "Guarantors"), each Lender (as defined below) party hereto, and KeyBank National Association, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent").

RECITALS

A. The Borrower, the Administrative Agent and the banks and other financial institutions from time to time party thereto (together with their respective successors and assigns in such capacity, each a "Lender") have entered into that certain Amended, Restated and Consolidated Revolving Credit Agreement dated as of December 7, 2018, as amended by that certain First Amendment dated as of April 18, 2019, that certain Second Amendment dated as of June 28, 2019, that certain Third Amendment dated as of November 13, 2019, that certain Fourth Amendment dated as of January 9, 2020, that certain Fifth Amendment dated as of January 22, 2020, that certain Sixth Amendment dated as of March 24, 2020, that certain Seventh Amendment dated as of May 21, 2020, that certain Eighth Amendment dated as of June 26, 2020, that certain Ninth Amendment dated as of November 19, 2020, that certain Tenth Amendment dated as of April 6, 2021, that certain Eleventh Amendment dated as of May 11, 2021, that certain Twelfth Amendment dated as of August 17, 2021, that certain Thirteenth Amendment dated as of December 7, 2021, that certain Fourteenth Amendment dated as of February 4, 2022, and that certain Fifteenth Amendment dated as of February 23, 2022 (as further amended, restated, modified or supplemented from time to time, the "Credit Agreement").

B. The Borrower has requested, and the Lenders and the Administrative Agent have agreed to amend certain provisions of the Credit Agreement on the terms and conditions set forth herein in connection with the formation and investment in ABS V Holdings, ABS V and ABS V Upstream (each as defined below).

AGREEMENT

NOW, THEREFORE, to induce the Administrative Agent and the Lenders to enter into this Sixteenth Amendment and in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Unless otherwise defined in this Sixteenth Amendment, each capitalized term used in this Sixteenth Amendment has the meaning assigned to such term in the Credit Agreement. Unless otherwise indicated, all section references in this Sixteenth Amendment refer to sections of the Credit Agreement.

Section 2. Amendments. Subject to the Satisfaction of the Conditions Precedent in Section 5 of this Sixteenth Amendment, the Credit Agreement shall be amended effective as of the Sixteenth Amendment Effective Date by deleting the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and adding the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the pages of the Credit Agreement attached hereto as Exhibit A.

Section 3. Waivers.

3.1 Consideration for Transfer of Oil and Gas Properties. The cash consideration to be received by the Borrower from ABS V in connection with the Dispositions in one or more separate transactions by Diversified to ABS V Upstream of the assets acquired pursuant to that certain Separation Agreement dated as of May 25, 2022 by and among Borrower, Diversified, ABS V and ABS V Upstream (the "Transferred Assets") related to an asset backed securitization transaction (the "ABS V Transaction") will be less than 80% of the total consideration for the Transferred Assets and less than the Fair Market Value of the Transferred Assets. Section 9.11(d)(i) requires that at least 80% of the consideration for such transfer be cash and Section 9.11(d)(iii) requires that the consideration be at Fair Market Value. The Borrower has requested that the Majority Lenders waive, and the Majority Lenders signatory hereto hereby waive the requirements of Sections 9.11(d)(i) and (iii) that the consideration for the transfer of the Transferred Assets to ABS V pursuant to the ABS V Transaction be at least 80% cash and at Fair Market Value.

3.2 Swaps. The Borrower may, at its option, novate certain Swap Agreements associated with the ABS V Transaction. If it does so, it may receive less than 80% cash for such novation as required by Section 9.11(d)(i) and it may not receive Fair Market Value for such novation as required by Section 9.11(d)(iii). The Borrower has requested that the Majority Lenders waive, and the Majority Lenders signatory hereto hereby waive the requirements that the consideration for the novation of such Swap Agreements in connection with the transfer of the Transferred Assets be at least 80% cash and at Fair Market Value.

Section 4. Borrowing Base. Pursuant to Section 2.08(a), the Administrative Agent has determined that upon the closing of the ABS V Transaction, the Borrowing Base in effect at such time shall be $300.0 million. The Borrowing Base may be subject to further adjustment from time to time in accordance with the Credit Agreement. The foregoing Borrowing Base is the spring 2022 Borrowing Base.

Section 5. Effectiveness. This Sixteenth Amendment shall become effective on the first date on which each of the conditions set forth in this Section 5 is satisfied (the "Sixteenth Amendment Effective Date"):

5.1 The Administrative Agent shall have received duly executed counterparts (in such number as may be reasonably requested by the Administrative Agent) of this Sixteenth Amendment from the Borrower, each Guarantor, and Lenders constituting the Majority Lenders.

5.2 The Administrative Agent shall have received a certificate from a Responsible Officer of the Borrower certifying as to the matters set forth in Section 8.18(d) with respect to the designation of ABS Holdings V, ABS V and ABS V Upstream as Unrestricted Subsidiaries.

5.3 The Administrative Agent shall have received copies of the documents to be used to complete the ABS V Transaction (the "ABS V Transaction Documents") at least two (2) Business Days prior to the close of the ABS V Transaction and such documents shall be in form and substance reasonably acceptable to the Administrative Agent.

5.4 The Administrative Agent shall have received a certificate from a Responsible Officer of the Borrower (a) certifying that the ABS V Transaction has been completed in accordance with the ABS V Transaction Documents, and (b) stating that attached thereto are true and correct copies of the originals of such ABS V Transaction Documents used to complete such ABS V Transaction.

5.5 The Administrative Agent shall have received the certificate required by Section 9.14 with respect to each affiliate transaction entered into with ABS V and ABS V Upstream.

5.6 The Administrative Agent shall have received for the pro rata benefit of the Lenders a prepayment of the principal of the Loans in an amount equal to the lesser of (a) the net proceeds the Borrower receives in connection with the ABS V Transaction after deduction for fees and expenses associated therewith and the mandatory interest reserve required thereunder plus accrued interest on the date of the closing of the ABS V Transaction and (b) the outstanding principal amount of the Loans as of the date of such prepayment.

5.7 At the time of and immediately after giving effect to this Sixteenth Amendment, (a) no Default or Event of Default shall have occurred and be continuing and (b) no event or events shall have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

5.8 There shall be no pending or threatened litigation against the Borrower or any Guarantor which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect, except as disclosed in writing to the Administrative Agent prior to the Sixteenth Amendment Effective Date.

5.9 The Borrower shall have paid all amounts due and payable on or prior to the Sixteenth Amendment Effective Date to the extent invoiced two (2) Business Days prior to the Sixteenth Amendment Effective Date, including all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement.

Section 6. Additional Agreements.

6.1 Swaps. The Borrower agrees to be in compliance with Sections 9.17(a)(i)(A) and (B) no later than 30 days after the closing of the ABS V Transaction.

6.2 Within 30 days after the Sixteenth Amendment Effective Date, (a) the Administrative Agent shall have received title information as the Administrative Agent may reasonably require, reasonably satisfactory to the Administrative Agent, setting forth the status of title to at least 85% of the PV-10 of the Borrowing Base Properties and the Borrower shall have executed and furnished to the Administrative Agent such additional Mortgages or supplements to Mortgages such that after the recording thereof in the appropriate filing office the Administrative Agent shall have a first priority Lien on at least 85% of the PV-10 of the Borrowing Base Properties.

Section 7. Governing Law. THIS SIXTEENTH AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 8. Miscellaneous. (a) On and after the Sixteenth Amendment Effective Date, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the Credit Agreement, and each reference in each other Loan Document to “the Credit Agreement”, “thereunder”, “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended or otherwise modified by this Sixteenth Amendment; (b) the execution, delivery and effectiveness of this Sixteenth Amendment shall not operate as a waiver of any default of the Borrower or any right, power or remedy of the Administrative Agent or the Lenders under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents; (c) this Sixteenth Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Sixteenth Amendment by signing any such counterpart; and (d) delivery of an executed counterpart of a signature page to this Sixteenth Amendment by electronic mail shall be effective as delivery of a manually executed counterpart of this Sixteenth Amendment.

Section 9. Ratification and Affirmation; Representations and Warranties. The Borrower and each Guarantor hereby (a) acknowledges the terms of this Sixteenth Amendment; (b) ratifies and affirms its obligations under, and acknowledges, renews and extends its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended or modified hereby; and (c) represents and warrants to the Lenders that as of the Sixteenth Amendment Effective Date, after giving effect to the terms of this Sixteenth Amendment: (i) all of the representations and warranties contained in each Loan Document to which it is a party are true and correct in all material respects (unless already qualified by materiality, in which case such representation and warranty (to the extent so qualified) shall continue to be true and correct in all respects), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (unless already qualified by materiality, in which case such representation and warranty (to the extent so qualified) shall continue to be true and correct in all respects) as of such specified earlier date, (ii) no Default or Event of Default has occurred and is continuing, and (iii) no event or events have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 10. Limitation of Waivers. Except as expressly provided herein, the waivers contained herein, shall not be a consent, waiver or agreement by the Administrative Agent or the Lenders of any Defaults or Events of Default, as applicable, which may exist or which may occur in the future under the Credit Agreement or any other Loan Document (collectively, "Violations"). Similarly, except as expressly provided herein, nothing contained in this Sixteenth Amendment shall directly or indirectly in any way whatsoever: (a) impair, prejudice or otherwise adversely affect the Administrative Agent's or the Lenders' right at any time to exercise any right, privilege or remedy in connection with the Credit Agreement or any other Loan Document, as the case may be, with respect to any Violations, (b) amend or alter any provision of the Credit Agreement, the other Loan Documents, or any other contract or instrument, or (c) constitute any course of dealing or other basis for altering any obligation of the Borrower or any right, privilege or remedy of the Administrative Agent or the Lenders under the Credit Agreement, the other Loan Documents, or any other contract or instrument, as applicable. Nothing in this Sixteenth Amendment shall be construed to be a consent by the Administrative Agent or the Lenders to any Violations.

Section 11. Loan Document. This Sixteenth Amendment is a Loan Document as defined and described in the Credit Agreement and all of the terms and provisions of the Credit Agreement relating to Loan Documents shall apply hereto.

Section 12. No Oral Agreements. THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING THIS SIXTEENTH AMENDMENT, EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN AND AMONG THE PARTIES AND SUPERSEDE ALL OTHER AGREEMENTS AND UNDERSTANDINGS BETWEEN AND AMONG SUCH PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN AND AMONG THE PARTIES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Sixteenth Amendment to be executed by their officers thereunto duly authorized as of the date first above written.

BORROWER:

DIVERSIFIED GAS & OIL CORPORATION
a Delaware corporation

By: /s/ Eric Williams
Name: Eric Williams
Title: Executive Vice President and Chief Financial Officer

GUARANTORS:

DIVERSIFIED PRODUCTION LLC
DIVERSIFIED ENERGY MARKETING, LLC
DIVERSIFIED MIDSTREAM LLC
DP BLUEBONNET LLC
BLUESTONE NATURAL RESOURCES II, LLC
CRANBERRY PIPELINE CORPORATION
COALFIELD PIPELINE COMPANY
TAPSTONE ENERGY HOLDINGS, LLC
TAPSTONE ENERGY HOLDINGS II, LLC
TAPSTONE ENERGY HOLDINGS III, LLC
TAPSTONE ENERGY, LLC
TAPSTONE MIDSTREAM, LLC

By: /s/ Eric Williams
Name: Eric Williams
Title: Executive Vice President and Chief Financial Officer

KEYBANK NATIONAL ASSOCIATION, as
Coordinating Lead Arranger, Sole Bookrunner,
Administrative Agent and a Lender

By: /s/ Kyle Gruen
Name: Kyle Gruen
Title: Vice President

TRUIST BANK, as Co-Syndication Agent, and a Lender

By: /s/ Benjamin L. Brown
Name: Benjamin L. Brown
Title: Director

TRUIST SECURITIES, INC., as Joint Lead Arranger

By: /s/ Benjamin L. Brown
Name: Benjamin L. Brown
Title: Director

CITIZENS BANK, N.A., as Joint Lead Arranger, Co-Syndication Agent and a Lender

By: /s/ Scott Donaldson
Name: Scott Donaldson
Title: Senior Vice President

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a Joint Lead Arranger, Co-Syndication Agent, and a Lender

By: /s/ Jacob W. Lewis
Name: Jacob W. Lewis
Title: Authorized Signatory

By: /s/ Donovan C. Broussard
Name: Donovan C. Broussard
Title: Authorized Signatory

DNB CAPITAL LLC as a Lender

By: /s/ Kevin Utsey
Name: Kevin Utsey
Title: Senior Vice President

By: /s/ Scott Joyce
Name: Scott Joyce
Title: Senior Vice President

MIZUHO BANK, LTD., as a Joint Lead Arranger, a Co-Syndication Agent and a Lender

By: /s/ Edward Sacks
Name: Edward Sacks
Title: Authorized Signatory

U.S. BANK NATIONAL ASSOCIATION, as a Joint Lead Arranger a Co-Document Agent and a Lender

By: /s/ Matthew A. Turner
Name: Matthew A. Turner
Title: Senior Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a Lender

By: /s/ Nupur Kumar
Name: Nupur Kumar
Title: Authorized Signatory

By: /s/ Wesley Cronin
Name: Wesley Cronin
Title: Authorized Signatory

First-Citizens Bank & Trust Company (successor by merger to CIT BANK, N.A.), as a Lender

By: /s/ Christopher Solley
Name: Christopher Solley
Title: Vice President

FIRST HORIZON BANK, as a Lender

By: /s/ W. David McCarver IV
Name: W. David McCarver IV
Title: Senior Vice President

BANK OF AMERICA, N.A., as a Lender

By: /s/ Salman Samar
Name: Salman Samar
Title: Director

CITIBANK, N.A, as a Lender

By: /s/ Cliff Vaz
Name: Cliff Vaz
Title: Vice President

SUMITOMO MITSUI BANKING CORPORATION, as a Lender

By: /s/ Jeffrey Cobb
Name: Jeffrey Cobb
Title: Director

SYNOVUS BANK, as a Lender

By: /s/ Charles C. Clark
Name: Charles C. Clark
Title: Director

ZIONS BANCORPORATION, N.A. dba AMEGY BANK, as a Lender

By: /s/ G. Scott Collins
Name: G. Scott Collins
Title: Executive Vice President

GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Dan Martis
Name: Dan Martis
Title: Authorized Signatory

Exhibit A Amended, Restated and Consolidated Revolving Credit Agreement

[Omitted**]**

ANNEX I
LIST OF MAXIMUM CREDIT AMOUNTS

[Omitted**]**

Exhibit 4.20

CERTAIN INFORMATION IN THIS DOCUMENT, MARKED BY [***] HAS BEEN EXCLUDED. SUCH EXCLUDED INFORMATION IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED.

Execution Version

AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT

dated as of August 2, 2022

among

DP RBL CO LLC
as Borrower

KEYBANK NATIONAL ASSOCIATION
as Administrative Agent

and

the Lenders party hereto

KEYBANC CAPITAL MARKETS INC.
AS COORDINATING LEAD ARRANGER AND SOLE BOOKRUNNER

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, CITIZENS BANK, N.A., MIZUHO BANK, LTD., TRUIST BANK, DNB MARKETS, INC., AND U.S. BANK NATIONAL ASSOCIATION
AS JOINT LEAD ARRANGERS

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, CITIZENS BANK, N.A., MIZUHO BANK, LIMITED, AND TRUIST BANK
AS CO-SYNDICATION AGENTS

DNB BANK ASA, NEW YORK BRANCH, AND U.S. BANK NATIONAL ASSOCIATION
AS CO-DOCUMENTATION AGENTS

CANADIAN IMPERIAL BANK OF COMMERCE AS LEAD SUSTAINABILITY STRUCTURING AGENT

DNB BANK ASA, NEW YORK BRANCH AS CO-SUSTAINABILITY STRUCTURING AGENT

TABLE OF CONTENTS

Annexes, Exhibits, Schedules and Appendices

Annex I	List of Maximum Credit Amounts
Exhibit A	Form of Note
Exhibit B	Form of Borrowing Request
Exhibit C	Form of Interest Election Request
Exhibit D	Form of Compliance Certificate
Exhibit E	Form of Solvency Certificate
Exhibit F	Security Instruments
Exhibit G	Form of Assignment and Assumption
Exhibit H-1	Form of U.S. Tax Compliance Certificate (Non-U.S. Lenders; non-partnerships)
Exhibit H-2	Form of U.S. Tax Compliance Certificate (Foreign Participants; non-partnerships)
Exhibit H-3	Form of U.S. Tax Compliance Certificate (Foreign Participants; partnerships)
Exhibit H-4	Form of U.S. Tax Compliance Certificate (Non-U.S. Lenders; partnerships)
Exhibit I	Form of Reserve Report Certificate
Exhibit J	Form of Sustainability Certificate
Schedule 101(a)	Existing Letters of Credit
Schedule 7.12	Insurance
Schedule 7.14	Group Members
Schedule 7.18	Gas Imbalances
Schedule 7.19	Marketing Contracts
Schedule 7.21	Swap Agreements
Schedule 8.09(b)	Environmental Matters
Schedule 9.02	Existing Indebtedness
Schedule 9.03	Existing Liens
Schedule 9.05	Investments
Schedule 9.14	Affiliate Agreements
Schedule 12.21	Released Entities
Appendix A	[***]
Appendix B	[***]
Appendix C	[***]

THIS AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT dated as of August 2, 2022, is among DP RBL CO LLC, a Delaware limited liability company (the "Borrower"), DIVERSIFIED GAS & OIL CORPORATION, a Delaware corporation (the "Existing Borrower"), each Lender that is a party hereto, KEYBANK NATIONAL ASSOCIATION, as administrative agent for the Lenders (in such capacity, together with its successors in such capacity pursuant to the terms hereof, the "Administrative Agent"), KEYBANC CAPITAL MARKETS, as Sole Lead Arranger and Sole Book Runner, and KEYBANK NATIONAL ASSOCIATION, as Issuing Bank.

R E C I T A L S

A. The Existing Borrower, the Administrative Agent, the lenders and other agents party thereto (the "Existing Lenders") entered into that certain Amended, Restated and Consolidated Revolving Credit Agreement dated as of December 7, 2018 (as amended to the date hereof, the "Existing Credit Agreement") pursuant to which the Existing Lenders provided certain loans to and extensions of credit to the Existing Borrower.

B. Subject to the terms and conditions set forth herein, the parties hereto desire to (i) allow the Existing Borrower to assign to the Borrower its rights, duties, liabilities and obligations, including the "Secured Obligations" (as defined in the Existing Credit Agreement), as the "Borrower" under the Existing Credit Agreement and the Assigned Loan Documents (as defined below) to which it is a party and the Existing Borrower will immediately thereafter be released of its obligations thereunder and hereunder, (ii) have the "Secured Obligations" (as such term is defined under the Existing Credit Agreement) renewed and rearranged under this Agreement as part of the Secured Obligations (as defined herein) set forth herein, (iii) have the Secured Obligations (as defined herein) be secured by the liens and security interests securing the "Secured Obligations" (as such term is defined in the Existing Credit Agreement) unless such liens and security interests have otherwise been terminated in accordance with the provisions of Section 12.21 hereof, and (iv) amend and restate the Existing Credit Agreement in its entirety in the form of this Agreement.

C. Borrower has requested that the Lenders provide certain loans and extensions of credit from time to time on behalf of the Borrower.

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

E. After giving effect to the amendment and restatement of the Existing Credit Agreement pursuant to the terms hereof, the commitments of each Existing Lender under the Existing Credit Agreement will be replaced with the Commitments hereunder which will be as set forth on Annex I attached hereto.

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:

ARTICLE I
DEFINITIONS AND ACCOUNTING MATTERS

Section 1.01 Terms Defined Above. As used in this Agreement, each term defined above has the meaning indicated above.

Section 1.02 Certain Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"ABR" means, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"ABS Party" has the meaning assigned to such term in Section 9.11(g)(iv).

"ABS Transaction" means a transaction whereby the Oil and Gas Properties or the Equity Interests of an entity owning Oil and Gas Properties, in each instance, owned by the Borrower or a Subsidiary of the Borrower are transferred to Diversified or a Subsidiary of Diversified (other than the Borrower and its Subsidiaries) and such Oil and Gas Properties are securitized in a financing with third parties.

"Accounting Changes" has the meaning assigned to such term in Section 1.05.

"Adjusted Daily Simple SOFR" means with respect to a Daily Simple SOFR Loan, the greater of (a) the sum of (i) Daily Simple SOFR and (ii) the applicable SOFR Index Adjustment and (b) the Floor.

"Adjusted Term SOFR" means for any Available Tenor and Interest Period with respect to a SOFR Loan, the greater of (a) sum of (i) Term SOFR for such Interest Period and (ii) the applicable SOFR Index Adjustment and (b) the Floor.

"Administrative Agent" has the meaning assigned to such term in the preamble hereto.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"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.

"Affiliate Operator" means Diversified Production LLC, Diversified Midstream LLC and any other Affiliate of either that conducts the exploration, development, production, operation, or other management services or plugs any Oil and Gas Property of the Group Members or that markets the production therefrom.

"Agents" means, collectively, the Administrative Agent, the Co-Syndication Agents and the Co-Documentation Agents; and "Agent" shall mean either the Administrative Agent, a Co-Syndication Agent or a Co-Documentation Agent, as the context requires.

"Aggregate Maximum Credit Amounts" means, at any time, an amount equal to the sum of the Maximum Credit Amounts in effect at such time.

"Agreement" means this Amended and Restated Revolving Credit Agreement, including the Schedules and Exhibits hereto, as the same may be amended, modified, supplemented, restated, replaced or otherwise modified from time to time.

"Alternate Base Rate" means, for any day, a fluctuating rate per annum equal to the highest of (a) the Federal Funds Effective Rate in effect on such day plus 0.50%, (b) the Prime Rate, (c) Adjusted Term SOFR for a one month tenor in effect on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1.00% and (d) 0.00%. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or Adjusted Term SOFR shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or Adjusted Term SOFR, respectively.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or any of its Affiliates from time to time concerning or relating to bribery or corruption.

"Applicable Margin" means, for any day, the applicable rate *per annum* set forth below as determined based upon the Borrowing Base Utilization Percentage then in effect:

Borrowing Base Utilization Percentage	≤25%	>25% and ≤50%	>50% and ≤75%	>75% and ≤90%	>90%
SOFR Loans	2.75%	3.00%	3.25%	3.50%	3.75%
ABR Loans	1.75%	2.00%	2.25%	2.50%	2.75%
Commitment Fee Rate	0.50%	0.50%	0.50%	0.50%	0.50%

Each change in the Applicable Margin shall apply during the period commencing on the effective date of such change in the Borrowing Base Utilization Percentage and ending on the date immediately preceding the effective date of the next such change; provided that, if at any time when the Applicable Margin is determined based on Borrowing Base Utilization Percentage the Borrower fails to deliver a Reserve Report pursuant to Section 8.11(a), then beginning on the date that is 30 calendar days from the date of such failure and until such Reserve Report is delivered, the "Applicable Margin" shall mean the rate per annum set forth on the grid when the Borrowing Base Utilization Percentage is at its highest level. It is hereby understood and agreed that the Applicable Margin for SOFR Loans and the Applicable Margin for ABR Loans shall each be adjusted from time to time based upon the Sustainability Rate Adjustment (to be calculated and applied as set forth in Section 2.13).

"Applicable Percentage" means, with respect to any Lender at any time, the percentage of the Aggregate Maximum Credit Amounts represented by such Lender's Maximum Credit Amount as such percentage is set forth on Annex I; provided further that when a Defaulting Lender shall exist, "Applicable Percentage" shall mean the percentage of the Aggregate Maximum Credit Amounts (disregarding any Defaulting Lender's Maximum Credit Amount) represented by such Lender's Maximum Credit Amount. As of the Closing Date, each Lender's Applicable Percentage is set forth on Annex I.

"Approved Counterparty" means (a) any Secured Swap Provider or (b) any other Person that has (or the credit support provider of such Person has) a long term senior unsecured debt or corporate credit rating of BBB or Baa2 by S&P or Moody's (or their equivalent) or higher at the time of entry into the applicable Swap Agreements.

"Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and 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 Petroleum Engineers" means (a) Netherland, Sewell & Associates, Inc., (b) Ryder Scott Company Petroleum Consultants, L.P., (c) DeGolyer and MacNaughton, (d) Cawley, Gillespie & Associates, Inc., (e) Wright & Company, (f) W.D. Von Gonten & Co., and (g) any other independent petroleum engineer reasonably acceptable to the Administrative Agent.

"Arranger" means each of the Lenders listed on the cover page as joint lead arrangers and joint bookrunners in such capacity hereunder.

"Assignee" has the meaning assigned to such term in Section 12.04(b)(i).

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 12.04(b)), and accepted by the Administrative Agent, substantially in the form of Exhibit G or any other form approved by the Administrative Agent.

"Availability" means, on any date of determination, the difference between the aggregate Commitments on such date and the aggregate Revolving Credit Exposures on such date.

"Available Free Cash Flow" means, as of any time of calculation thereof, the amount equal to:

(a) Free Cash Flow as of the last day of the most recently ended Test Period, minus

(b) the aggregate amount of Restricted Payments made pursuant to Section 9.04(a) that have occurred during the period commencing with the first day of the most recently ended Test Period, through and including the time of calculation.

"Availability Period" means the period from and including the Closing Date to but excluding the Termination Date.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, (a) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement, or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 3.03(b)(iv).

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

"Bail-In Legislation" means, with respect to (a) 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, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their Affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bankruptcy Code" means The Bankruptcy Reform Act of 1978 as codified as 11 U.S.C. Section 101 *et seq.*, as amended from time to time and any successor statute.

"Bankruptcy Event" means, with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, or from 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 Person that directly or indirectly controls such Person under the Dutch Financial Supervision Act 2007 (as amended from time to time and including any successor legislation); provided, further, that such ownership interest does not result in or provide such Person 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 Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Benchmark" means, initially, with respect to any (a) any Daily Simple SOFR Loan, Daily Simple SOFR, and (b) any Term SOFR Loan, Term SOFR; provided that if a Benchmark Transition Event has occurred with respect to the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.03.

"Benchmark Replacement" means, with respect to any Benchmark Transition Event for the then-current Benchmark, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent as the replacement for such Benchmark giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for such Benchmark for syndicated credit facilities denominated in U.S. Dollars at such time and (b) the related Benchmark Replacement Adjustment, if any; provided that, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of any then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor, the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero), if any, that has been selected by the Administrative Agent giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. Dollar denominated syndicated credit facilities.

"Benchmark Replacement Date" means the earlier to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event", the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means, with respect to the then-current Benchmark, the occurrence of one or more of the following events with respect to such Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Start Date" means, with respect to any Benchmark, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

"Benchmark Unavailability Period" means, with respect to any then-current Benchmark, the period (if any) (a) beginning at the time that a Benchmark Replacement Date with respect to such Benchmark pursuant to clauses (a) or (b) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03(a) and (b) ending at the time that a Benchmark Replacement has replaced such Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03(b).

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 CFR § 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.

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

"Borrower" has the meaning assigned to such term in the preamble hereto.

"Borrowing" means (a) Loans of the same Type, made, converted or continued on the same date and, in the case of Term SOFR Loans, as to which a single Interest Period is in effect or (b) a Swing Line Loan.

"Borrowing Base" means, at any time, an amount equal to the amount determined in accordance with Section 2.07, as the same may be adjusted from time to time pursuant to the Borrowing Base Adjustment Provisions. The Borrowing Base on the Closing Date shall be the amount set forth in Section 2.07(a).

"Borrowing Base Adjustment Provisions" means Section 2.08(a), Section 2.08(b), Section 2.08(c), Section 2.08(d), and any other provision hereunder which adjusts (as opposed to redetermines) the amount of the Borrowing Base.

"Borrowing Base Deficiency" occurs if, at any time, the total Revolving Credit Exposures exceeds the Borrowing Base then in effect; provided, that, for purposes of determining the existence and amount of any Borrowing Base Deficiency, obligations under any Letter of Credit will not be deemed to be outstanding to the extent such obligations are Cash Collateralized.

"Borrowing Base Properties" means the Oil and Gas Properties constituting Proved Reserves and the Specified NGLs that (a) are included in the most recently delivered Reserve Report delivered pursuant to Section 8.11 and (b) are given Borrowing Base credit.

"Borrowing Base Utilization Percentage" means, as of any day, the fraction expressed as a percentage, the numerator of which is the sum of the Revolving Credit Exposures of the Lenders on such day, and the denominator of which is the Borrowing Base in effect on such day.

"Borrowing Base Value" means, with respect to any Borrowing Base Properties or any Swap Agreement, the value attributed to such asset in connection with the most recent determination of the Borrowing Base as reasonably determined by the Administrative Agent in its sole discretion acting in good faith and consistent with its customary oil and gas lending criteria as it exists at the particular time.

"Borrowing Request" means a request by the Borrower substantially in the form of Exhibit B for a Borrowing in accordance with Section 2.03.

"Business Day" means (a) any day other than Saturday, Sunday or any other day on which commercial banks in Cleveland, Ohio or New York, New York are authorized or required by law to close and (b) with respect to any matters relating to SOFR Loans, a SOFR Business Day.

"Capital Lease Obligations" means, with respect to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

"Cash Collateralize" means, to pledge and deposit with or deliver to the Administrative Agent (in a manner reasonably satisfactory to the Administrative Agent and Issuing Bank, which shall require such deposit to made into a controlled account), for the benefit of any Issuing Bank, the Lenders or any Secured Parties and other Persons as the context requires, as collateral for LC Exposure or obligations of the Lenders to fund participations in respect of LC Exposure, cash or deposit account balances or, if the Administrative Agent and any applicable Issuing Bank shall agree, in their sole discretion, other credit support, in each case pursuant to documentation in form and substance satisfactory to the Administrative Agent and any such Issuing Bank. "Cash Collateral" shall have a meaning correlative to the foregoing and shall include the proceeds of such Cash Collateral and other credit support.

"Cash Equivalents" means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition; (b) certificates of deposit, time deposits, eurodollar time deposits or overnight bank deposits having maturities of six months or less from the date of acquisition issued by any Lender or by any commercial bank organized under the laws of the United States or any state thereof having combined capital and surplus of not less than $500,000,000; (c) commercial paper of an issuer rated at least A-1 by S&P or P-1 by Moody's, or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within six months from the date of acquisition or (d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than 30 days, with respect to securities issued or fully guaranteed or insured by the United States government.

"Cash Management Agreement" means any agreement to provide cash management services, including treasury, depository, overdraft, credit or debit card, electronic funds transfer and other cash management arrangements.

"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 Property of any Group Member.

"Change in Control" means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group, of Equity Interests representing more than 40% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Parent, (b) the Parent shall cease to own, directly or indirectly, all of the Equity Interests of Diversified Production LLC, (c) Diversified Production LLC shall pledge any portion of the Equity Interests of the Borrower or cease to own 100% of the Equity Interests in the Borrower (other than a pledge in favor of the Administrative Agent), or (d) a Specified Change of Control shall have occurred.

"Change in Law" means the occurrence after the date of this Agreement of any of the following (a) the adoption 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) compliance by any Lender or Issuing Bank (or, for purposes of Section 5.01(c)), by any lending office of such Lender or by such Lender's or Issuing Bank's holding company, if any) with any request, rule, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines, requirements 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 of America 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, issued or implemented.

"Closing Date" means the date on which the conditions specified in Section 6.01 are satisfied (or waived in accordance with Section 12.02).

"CME" means CME Group Benchmark Administration Ltd.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and any successor statute.

"Commitment" means, with respect to each Lender, the commitment of such Lender to make or continue Loans and to acquire participations in Letters of Credit and Swing Line Loans hereunder, expressed as an amount representing the maximum aggregate amount of such Lender's Revolving Credit Exposure hereunder, as such commitment may be (a) modified from time to time pursuant to Section 2.06, (b) modified from time to time pursuant to assignments by or to such Lender pursuant to Section 12.04(b) or (c) otherwise modified pursuant to the terms of this Agreement. The amount representing each Lender's Commitment shall at any time be the lesser of (i) such Lender's Maximum Credit Amount and (ii) such Lender's Applicable Percentage of the then effective Borrowing Base.

"Commitment Fee Rate" has the meaning assigned to such term in the definition of "Applicable Margin".

"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.

"Compliance Certificate" means the Compliance Certificate, signed by a Financial Officer, substantially in the form of Exhibit D.

"Conforming Changes" means, with respect to either the use or administration of Daily Simple SOFR or Term SOFR, or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Alternate Base Rate," the definition of "Business Day," the definition of "SOFR Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 5.02 and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"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.

"Continue," "Continuation" and "Continued" each refers to a continuation of a SOFR Loan for an additional Interest Period as provided in Section 2.06.

"Consolidated Net Income" means with respect to the Borrower and the Consolidated Restricted Subsidiaries, for any period, the aggregate of the net income (or loss) of the Borrower and the Consolidated Restricted Subsidiaries after allowances for taxes for such period determined on a consolidated basis in accordance with GAAP; provided that there shall be excluded from such net income (to the extent otherwise included therein) the following: (a) the net income of any Person in which the Borrower or any Consolidated Restricted Subsidiary has an interest (other than a Consolidated Restricted Subsidiary), except to the extent of the amount of dividends or distributions actually paid in cash during such period by such other Person to the Borrower or to a Consolidated Restricted Subsidiary, as the case may be, from such other Person's net income; (b) the net income (but not loss) during such period of any Consolidated Restricted Subsidiary to the extent that the declaration or payment of dividends or similar distributions or transfers or loans by that Consolidated Restricted Subsidiary is not at the time permitted by operation of the terms of its charter or any agreement, instrument or Governmental Requirement applicable to such Consolidated Restricted Subsidiary or is otherwise restricted or prohibited; (c) the income (or loss) of any Person accrued prior to the date it becomes a Consolidated Restricted Subsidiary of the Borrower or is merged into or consolidated with the Borrower or any of its Consolidated Restricted Subsidiaries; (d) any extraordinary gains or losses or expenses during such period; (e) non-cash gains or losses under FASB ASC Topic 815 resulting from the net change in mark to market portfolio of commodity price risk management activities during that period and (f) any gains or losses attributable to writeups or writedowns of assets, including ceiling test writedowns.

"Consolidated Restricted Subsidiaries" means each Restricted Subsidiary of the Borrower (whether now existing or hereafter created or acquired) the financial statements of which shall be (or should have been) consolidated with the financial statements of the Borrower in accordance with GAAP.

"Consolidated Subsidiaries" means each Subsidiary of the Borrower (whether now existing or hereafter created or acquired) the financial statements of which are or shall be (or should have been) consolidated with the financial statements of the Borrower in accordance with GAAP.

"Consolidated Total Assets" means, as of any date of determination, the amount that would, in conformity with GAAP, be set forth opposite the caption "total assets" (or any like caption) on a consolidated balance sheet of the Borrower and the Consolidated Restricted Subsidiaries.

"Control" means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Control Agreement" means a deposit account control agreement or securities account control agreement (or similar agreement), as applicable, in form and substance reasonably satisfactory to the Administrative Agent, executed by the applicable Loan Party, the Administrative Agent and the relevant financial institution party thereto, which agreement shall provide a first priority perfected Lien in favor of the Administrative Agent for the benefit of the Secured Parties in the applicable Loan Party's Deposit Account and/or Securities Account.

"Controlled Account" means a Deposit Account or Securities Account that is subject to a Control Agreement.

"Corresponding Tenor" with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"Co-Sustainability Structuring Agent" means DNB Bank ASA, New York Branch, in its capacity as co-sustainability agent.

"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 12.20(a).

"Current Assets" means, as of any date of determination, without duplication, the sum of all amounts that would, in accordance with GAAP, be set forth opposite the caption "total current assets" (or any like caption) on a consolidated balance sheet of the Borrower and the Consolidated Restricted Subsidiaries at such date, plus the unused Commitments, but excluding all non-cash assets under FASB ASC Topics 815 and 410.

"Current Liabilities" means, as of any date of determination, without duplication, the sum of all amounts that would, in accordance with GAAP, be set forth opposite the caption "total current liabilities" (or any like caption) on a consolidated balance sheet of the Borrower and the Consolidated Restricted Subsidiaries on such date, but excluding (a) all non-cash obligations under FASB ASC Topics 815 and 410 and (b) the current portion of the Loans under this Agreement.

"Current Ratio" means, with respect to the Borrower and the Consolidated Restricted Subsidiaries for any date of determination, the ratio of (a) Current Assets as of the last day of the most recently ended Fiscal Quarter (which may be such date of determination) to (b) Current Liabilities on such day.

"Daily Simple SOFR" means, for any day (a "SOFR Rate Day"), a rate per annum (rounded in accordance with the Administrative Agent's customary practice) equal to SOFR for the day (such day, the "SOFR Determination Day") that is five (5) SOFR Business Days (or such other period as determined by the Administrative Agent based on then prevailing market conventions) prior to (a) if such SOFR Rate Day is a SOFR Business Day, such SOFR Rate Day or (b) if such SOFR Rate Day is not a SOFR Business Day, the SOFR Business Day immediately preceding such SOFR Rate Day, in each case, as and when SOFR for such SOFR Rate Day is published by the Daily Simple SOFR Administrator on the SOFR Administrator's Website. If by 5:00 p.m. on the second (2nd) SOFR Business Day immediately following any SOFR Determination Day, SOFR in respect of such SOFR Determination Day has not been published on the SOFR Administrator's Website and a Benchmark Replacement Date with respect to Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Day will be SOFR as published in respect of the first preceding SOFR Business Day for which such SOFR was published on the SOFR Administrator's Website; provided, that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

"Daily Simple SOFR Borrowing" means a Borrowing comprised of Daily Simple SOFR Loans.

"Daily Simple SOFR Loan" means each Loan bearing interest at a rate based upon Daily Simple SOFR.

"December 31 Reserve Report" has the meaning assigned to such term in Section 8.11(a).

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Defaulting Lender" means any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or Swing Line Loans or (iii) pay over to the Administrative Agent, the Swing Line Lender, any Issuing Bank or any other Lender any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Borrower, the Administrative Agent, the Swing Line Lender or any Issuing Bank in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a Loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by the Administrative Agent, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans and participations in then outstanding Letters of Credit and Swing Line Loans under this Agreement; provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon the Administrative Agent's receipt of such certification in form and substance satisfactory to it, or (d) has become the subject of a Bankruptcy Event or Bail-In Action.

"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.

"Deficiency Date" has the meaning assigned to such term in Section 3.04(c)(ii).

"Deposit Account" has the meaning assigned to such term in the UCC.

"Disposition" means, with respect to any Property, any sale, lease, sale and leaseback, assignment, conveyance, transfer, casualty, condemnation or other disposition thereof. The terms "Dispose" and "Disposed of" shall have correlative meanings.

"Disqualified Capital Stock" means any Equity Interest that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event, matures or is mandatorily redeemable for any consideration other than other Equity Interests (which would not constitute Disqualified Capital Stock), pursuant to a sinking fund obligation or otherwise, or is convertible or exchangeable for Indebtedness or redeemable for any consideration other than other Equity Interests (which would not constitute Disqualified Capital Stock) at the option of the holder thereof, in whole or in part, on or prior to the date that is one year after the earlier of (a) the Maturity Date and (b) the date on which there are no Loans, LC Exposure or other Secured Obligations outstanding and all of the Commitments are terminated.

"Diversified" means Diversified Gas and Oil Corporation, a Delaware corporation.

"Documentation Agent" means each of the Documentation Agents identified on the cover page of this Agreement.

"dollars" or "$" refers to lawful money of the United States of America.

"Domestic Subsidiary Group Member" means any Restricted Subsidiary (a) that is organized under the laws of the United States of America or any state thereof or the District of Columbia and (b) that is not a Foreign Group Member.

"EBITDAX" means, for any period, the sum of Consolidated Net Income for such period plus the following expenses or charges to the extent deducted from Consolidated Net Income in such period: (i) interest, (ii) income and franchise taxes, (iii) depreciation, depletion, amortization and other noncash charges, and (iv) actual cash transaction costs and expenses incurred in connection with permitted acquisitions, permitted incurrences of Indebtedness, issuances of Equity Interests, permitted Investments or dispositions (whether or not successful) not to exceed 5% of EBITDAX for any period of four consecutive Fiscal Quarters, minus all noncash income (including cancellation of indebtedness income) added to Consolidated Net Income (excluding any such non cash item to the extent it represents the reversal of an accrual or reserve for potential cash item in any prior period); provided that any realized cumulative cash gains or losses resulting from the settlement of commodity price risk contracts not included in Consolidated Net Income shall, to the extent not included, be added to EBITDAX in the case of such gains and subtracted from EBITDAX in the case of such losses (provided that in all events any such realized cumulative cash gains or losses shall be applied in equal monthly installments across the term which would have been in effect had such applicable commodity price risk contract not been settled); provided further that for the purposes of calculating EBITDAX for any period of four consecutive Fiscal Quarters (each, a "Reference Period"), (a) if during such Reference Period (or, in the case of pro forma calculations, during the period from the last day of such Reference Period to and including the date as of which such calculation is made) the Borrower or any Consolidated Restricted Subsidiary shall have made a Material Disposition or Material Acquisition, EBITDAX (including Consolidated Net Income) for such Reference Period shall be calculated after giving pro forma effect thereto as if such Material Disposition or Material Acquisition by the Borrower or its Consolidated Restricted Subsidiaries occurred on the first day of such Reference Period (with the Reference Period for the purposes of pro forma calculations being the most recent period of four consecutive Fiscal Quarters for which the relevant financial information is available and made on an annualized basis) including the addition of any losses and subtraction of any gains resulting from settlements of commodity price risk associated with an ABS Transaction that (x) settle between the effective date and closing date of such ABS Transaction and (y) are unwound to maintain compliance with Section 9.17, subject to the conditions in Section 3.04(c) being met and (b) if any calculations in the foregoing clause (a) are made on a pro forma basis, such pro forma adjustments are factually supportable and subject to supporting documentation and otherwise acceptable to the Administrative Agent. As used in this definition, "Material Acquisition" means any acquisition by the Borrower or its Consolidated Restricted Subsidiaries of property or series of related acquisitions of property that involves consideration in excess of $10,000,000, and "Material Disposition" means any Disposition or series of related Dispositions that yields gross proceeds to the Borrower or any Consolidated Restricted Subsidiary in excess of $10,000,000. For avoidance of doubt, amounts added back or subtracted from Consolidated Net Income pursuant to this definition shall be without duplication of gains or losses excluded from Consolidated Net Income. For the purpose of determining EBITDAX for any four fiscal quarters ending (i) before September 30, 2022, EBITDAX for such four Fiscal Quarters shall be deemed to be $80.0 million, (ii) on September 30, 2022, EBITDAX for such four fiscal quarters shall be deemed to equal EBITDAX for the fiscal quarter then ending multiplied by 4; (iii) ending on December 31, 2022, EBITDAX for such four fiscal quarters shall be deemed to equal EBITDAX for the two fiscal quarters then ending multiplied by 2, and (iv) ending on March 31, 2023, EBITDAX for such four fiscal quarters shall be deemed to equal EBITDAX for the three fiscal quarters then ending multiplied by 4 and divided by 3.

"EEA Financial Institution" means (a) any institution 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 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.

"Engineering Reports" has the meaning assigned to such term in Section 2.07(c)(i).

"Environmental Laws" means all Governmental Requirements relating to the environment, the preservation or reclamation of natural resources, the regulation or management of any harmful or deleterious substances, or to health and safety as it relates to environmental protection or exposure to harmful or deleterious substances.

"Environmental Permit" means any permit, registration, license, notice, approval, consent, exemption, variance, or other authorization required under or issued pursuant to applicable Environmental Laws.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such Equity Interest.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute, together with the rules and regulations promulgated thereunder.

"ERISA Affiliate" means any entity (whether or not incorporated) which together with the Borrower or a Subsidiary would be treated as a single employer under Section 4001(b)(1) of ERISA or Section 414(b) or (c) of the Code or, for purposes of provisions relating to Section 412 of the Code and Section 302 of ERISA, Section 414 (m) or (o) of the Code.

"ERISA Event" means (a) a Reportable Event, (b) the withdrawal of the Borrower, any other Group Member or any ERISA Affiliate from a Plan subject to Section 4063 of ERISA 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 such a withdrawal under Section 4062(e) of ERISA, (c) a complete or partial withdrawal by the Borrower, any other Group Member or any ERISA Affiliate from a Multiemployer Plan; (d) the filing (or the receipt by any Group Member or any ERISA Affiliate) of a notice of intent to terminate a Plan under Section 4041(c) of ERISA or the treatment of a Plan amendment as a termination under Section 4041 of ERISA, (e) the institution of proceedings to terminate a Plan by the PBGC, (f) the receipt by any Group Member or any ERISA Affiliate of a notice of withdrawal liability pursuant to Section 4202 of ERISA, (g) any other 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 or the incurrence by any Group Member or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan, including but not limited to the imposition of any Lien in favor of the PBGC, (h) on and after the effectiveness of the Pension Act, a determination that a Plan is, or would reasonably be expected to be, in "at risk" status (as defined in 303(i)(4) of ERISA or 430(i)(4) of the Code) or (i) the failure of any Group Member or any ERISA Affiliate to make by its due date, after expiration of any applicable grace period, a required installment under Section 430(j) of the Code with respect to any Plan or any failure by any Plan to satisfy the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such Plan, whether or not waived, or the failure by the Borrower, any other Group Member or any of their respective ERISA Affiliates to make any required contribution to a Multiemployer Plan.

"Erroneous Payment" has the meaning assigned to it in Section 11.12(a).

"Erroneous Payment Deficiency Assignment" has the meaning assigned to it in Section 11.12(d).

"Erroneous Payment Impacted Loan" has the meaning assigned to it in Section 11.12(d).

"Erroneous Payment Return Deficiency" has the meaning assigned to it in Section 11.12(d).

"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.

"Event of Default" has the meaning assigned to such term in Section 10.01.

"Excepted Liens" means: (a) Liens for Taxes, assessments or other governmental charges or levies which are not delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP; (b) Liens in connection with workers' compensation, unemployment insurance or other social security, old age pension or public liability obligations which are not delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP; (c) statutory landlord's liens, operators', vendors', carriers', warehousemen's, repairmen's, mechanics', suppliers', workers', materialmen's, construction or other like Liens arising by operation of law in the ordinary course of business or incident to the exploration, development, operation and maintenance of Oil and Gas Properties each of which is in respect of obligations that are not delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP; (d) contractual Liens which arise in the ordinary course of business under operating agreements, joint venture agreements, oil and gas partnership agreements, oil and gas leases, farm-out agreements, division orders, contracts for the sale, transportation or exchange of oil and natural gas, unitization and pooling declarations and agreements, area of mutual interest agreements, overriding royalty agreements, marketing agreements, processing agreements, net profits agreements, development agreements, gas balancing or deferred production agreements, injection, repressuring and recycling agreements, salt water or other disposal agreements, seismic or other geophysical permits or agreements, and other agreements, in each case, which are usual and customary in the oil and gas business and are for claims which are not delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP, provided that any such Lien referred to in this clause does not materially impair (i) the use of the Property covered by such Lien for the purposes for which such Property is held by the Borrower or any other Group Member or (ii) the value of such Property subject thereto; (e) Liens arising by virtue of any statutory or common law provision or customary deposit account terms relating to banker's liens, rights of set-off or similar rights and remedies and burdening only deposit accounts or other funds maintained with a creditor depository institution, provided that no such deposit account is a dedicated cash collateral account or is subject to restrictions against access by the depositor in excess of those set forth by regulations promulgated by the Board and no such deposit account is intended by Borrower or any other Group Member to provide collateral to the depository institution; (f) zoning and land use requirements, easements, restrictions, servitudes, permits, conditions, covenants, exceptions or reservations in any Property of the Borrower or any other Group Member for the purpose of roads, pipelines, transmission lines, transportation lines, distribution lines for the removal of gas, oil, coal or other minerals or timber, and other like purposes, or for the joint or common use of real estate, rights of way, facilities and equipment, that do not secure any monetary obligations and which in the aggregate do not materially impair (i) the use of such Property for the purposes of which such Property is held by the Borrower or any other Group Member or (ii) the value of such Property subject thereto; (g) Liens on cash or securities pledged to secure performance of tenders, surety and appeal bonds, government contracts, performance and return of money bonds, bids, trade contracts, leases, statutory obligations, regulatory obligations and other obligations of a like nature, in each case, incurred in the ordinary course of business; (h) judgment and attachment Liens not giving rise to an Event of Default, provided that any appropriate legal proceedings which may have been duly initiated for the review of such judgment shall not have been finally terminated or the period within which such proceeding may be initiated shall not have expired and no action to enforce such Lien has been commenced; (i) Liens, titles and interests of lessors of personal Property leased by such lessors to the Borrower or any other Group Member, restrictions and prohibitions on encumbrances and transferability with respect to such Property and the Borrower's or such Group Member's interests therein imposed by such leases, and Liens and encumbrances encumbering such lessors' titles and interests in such Property and to which the Borrower's or such Group Member's leasehold interests may be subject or subordinate, in each case, whether or not evidenced by UCC financing statement filings or other documents of record; provided that such Liens do not secure Indebtedness of the Borrower or any other Group Member and do not encumber Property of the Borrower or any other Group Member other than the Property that is the subject of such leases; and (j) Liens, titles and interests of licensors of software and other intangible personal Property licensed by such licensors to the Borrower or any other Group Member, restrictions and prohibitions on encumbrances and transferability with respect to such Property and the Borrower's or such Group Member's interests therein imposed by such licenses, and Liens and encumbrances encumbering such licensors' titles and interests in such Property and to which the Borrower's or such Group Member's license interests may be subject or subordinate, in each case, whether or not evidenced by UCC financing statement filings or other documents of record; provided that such Liens do not secure Indebtedness of the Borrower or any other Group Member and do not encumber Property of the Borrower or any other Group Member other than the Property that is the subject of such licenses; provided, further that Liens described in clauses (a) through (e) shall remain "Excepted Liens" only for so long as no action to enforce such Lien has been commenced and no intention to subordinate the Liens granted in favor of the Administrative Agent and the Lenders is to be hereby implied or expressed by the permitted existence of any Excepted Liens.

"Excess Cash" means, at any time, the aggregate amount of cash and Cash Equivalents (other than Excluded Cash) of the Borrower and its Restricted Subsidiaries in excess of $60,000,000.

"Exchange Act" means the Securities Exchange Act of 1934.

"Excluded Accounts" means (a) each account in which all or substantially all of the deposits consist of amounts utilized to fund payroll, employee benefit or tax obligations of the Borrower and its Subsidiaries, (b) fiduciary accounts, (c) to the extent necessary or desirable to comply with the terms of a binding purchase agreement, escrow accounts holding amounts on deposit in connection with a binding purchase agreement to the extent that and for so long as such amounts are refundable to the buyer, (d) "zero balance" accounts and (e) other accounts so long as the aggregate average daily maximum balance in any such other account over a 30-day period does not at any time exceed $2,500,000; provided that the aggregate daily maximum balance for all such bank accounts excluded pursuant to this clause (e) on any day shall not exceed $5,000,000.

"Excluded Cash" means, at any time, (a) any cash or Cash Equivalents held in Excluded Accounts, (b) to the extent the payment of such amounts are not prohibited by this Agreement, other amounts in respect of which the Borrower or any Restricted Subsidiary has issued checks or has initiated wires or ACH transfers to Persons that are not Affiliates of the Borrower or any Restricted Subsidiary but that have not yet been subtracted from the balance in the relevant account of the Borrower or any Restricted Subsidiary, (c) any cash of the Borrower and its Restricted Subsidiaries constituting pledges and/or deposits securing any binding and enforceable purchase and sale agreement with any Persons who are not Affiliates of the Borrower or any Restricted Subsidiary, in each case to the extent permitted by this Agreement, (d) cash or Cash Equivalents of to be used by the Borrower or any Restricted Subsidiary within ten (10) Business Days to pay (i) the purchase price for any acquisition of any assets or property by the Borrower or any Restricted Subsidiary pursuant to an executed and binding agreement between the Borrower or any Restricted Subsidiary and a third party seller that is not an Affiliate of the Borrower or any Restricted Subsidiary, and (ii) obligations of the Borrower or any Restricted Subsidiary then due and owing or to make dividends, Investments or other acquisitions not prohibited by this Agreement, (e) cash deposited with an Issuing Bank to cash collateralize Letters of Credit in accordance with Section 2.09(j) and (f) any cash or Cash Equivalents subject to a Lien pursuant to clause (g) of the definition of "Excepted Liens".

"Excluded Swap Obligation" means, with respect to any Guarantor, (a) any Swap Obligation if, and to the extent that, and only for so long as, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, as applicable, 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 Guarantor's failure to constitute an "eligible contract participant," as defined in the Commodity Exchange Act and the regulations thereunder, at the time the guarantee of (or grant of such security interest by, as applicable) such Guarantor becomes or would become effective with respect to such Swap Obligation.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Lending Party or required to be withheld or deducted from a payment to a Lending Party: (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 Lending Party 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 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 a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 5.05) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 5.03, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender acquired the applicable interest in a Loan or Commitment or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Lending Party's failure to comply with Section 5.03(g) or Section 5.03(h) and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Existing Borrower" has the meaning assigned to such term in the introductory paragraph hereto.

"Existing Credit Agreement" has the meaning assigned to such term in the Recitals hereto.

"Existing Lenders" has the meaning assigned to such term in the Recitals hereto.

"Existing Letters of Credit" means the letters of credit described on Schedule 1.01(a) hereto and issued and outstanding under the Existing Credit Agreement prior to the Closing Date.

"Existing Liens" has the meaning assigned to such term in Section 12.21.

"Existing Loans" has the meaning assigned to such term in Section 2.01(b).

"Existing Loan Documents" means the "Loan Documents" (as such term is defined in the Existing Credit Agreement) as in effect prior to the Closing Date.

"Fair Market Value" means, with respect to any asset or group of assets on any date of determination, the value of the consideration obtainable in a Disposition of such asset or assets at such date of determination assuming a Disposition by a willing seller to a willing purchaser dealing at arm's length and arranged in an orderly manner over a reasonable period of time having regard to the nature and characteristics of such asset.

"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 agreements entered into pursuant to Section 1471(b)(1) of the Code and any law, regulation, rule, promulgation or official agreement implementing any intergovernmental agreement, treaty or convention among Governmental Authorities with respect to the foregoing.

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

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

"Federal Funds Effective Rate" means, for any day, 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 on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for the day of such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it; provided that if the Federal Funds Effective Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Financial Officer" means, for any Person, the chief executive officer, chief financial officer, chief operating officer, principal accounting officer or treasurer of such Person. Unless otherwise specified, all references herein to a Financial Officer means a Financial Officer of the Borrower, Diversified or of the Parent, as applicable.

"Financial Performance Covenants" means the covenants of the Borrower set forth in Section 9.01.

"Fiscal Quarter" means each fiscal quarter for accounting and tax purposes, ending on the last day of each March, June, September and December.

"Fiscal Year" means each fiscal year for accounting and tax purposes, ending on December 31 of each year.

"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 statue 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, (d) the Flood Insurance Reform Act of 2004 and (e) the Biggert Waters Flood Reform Act of 2012, and any regulations promulgated thereunder.

"Floor" means a rate of interest equal to 0.00% per annum.

"Foreign Group Member" means, any Group Member that is a Subsidiary of the Borrower which (a) is not organized under the laws of the United States of America or any state thereof or the District of Columbia or (b) is a FSHCO.

"Free Cash Flow" means, as of any time of calculation thereof, EBITDAX for the four Fiscal Quarter period for the most recently ended Test Period minus the sum, without duplication, of the amounts for such four Fiscal Quarter period of:

(a) capital expenditures paid in cash (other than to the extent such capital expenditures were themselves (or were incurred in connection with) an acquisition),

(b) consolidated interest expense paid in cash,

(c) taxes paid in cash, and

(d) exploration expenses paid in cash.

With respect to the foregoing, Free Cash Flow for any four fiscal quarters ending before September 30, 2022 shall be deemed to be $60.0 million; the sum of items in (a) through (d) above for any four Fiscal Quarters ending (i) on September 30, 2022, shall be deemed to equal the sum of such items for the fiscal quarter then ending multiplied by 4; (i) on December 31, 2022, shall be deemed to equal the sum of such items for the two fiscal quarters then ending multiplied by 2, and (iii) on March 31, 2023, shall be deemed to equal the sum of such items for the three fiscal quarters then ending multiplied by 4 and divided by 3.

"FSHCO" means any Subsidiary substantially all of the assets of which consist of Equity Interests in or Indebtedness of one or more Subsidiaries that are "controlled foreign corporations" within the meaning of Section 957 of the Code.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time subject to the terms and conditions set forth in Section 1.05.

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"Governmental Authority" means the government of the United States of America, any other nation or 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).

"Governmental Requirement" means any law (including common law), statute, code, ordinance, order, determination, rule, regulation, judgment, decree, injunction, franchise, permit, certificate, license, authorization or other directive or requirement, whether now or hereinafter in effect, including energy regulations and occupational, safety and health standards or controls, of any Governmental Authority.

"Group Members" means the collective reference to the Borrower and its Restricted Subsidiaries.

"Guarantee and Collateral Agreement" means the Amended and Restated Guaranty and Collateral Agreement dated as of the date hereof and executed by the Borrower and the Guarantors, as the same may be amended, amended and restated, modified or supplemented from time to time.

"Guarantors" means:

(a) BlueStone Natural Resources II LLC,

(b) DP Legacy Central LLC,

(c) DP Legacy Tapstone LLC,

(d) Diversified Energy Marketing, LLC,

(e) DP Tapstone Energy Holdings, LLC, and

(f) each other Domestic Subsidiary Group Member that is a Material Subsidiary that guarantees the Secured Obligations pursuant to Section 8.13(b) or any other Group Member that guarantees the Secured Obligations at the election of the Borrower.

"Hazardous Material" means any chemical, compound, material, product, byproduct, substance or waste that is defined, regulated or otherwise classified as a "hazardous substance," "hazardous material," "hazardous waste," "solid waste," "toxic waste," "extremely hazardous substance," "toxic substance," "contaminant," "pollutant," or words of similar meaning under any applicable Environmental Law, and for the avoidance of doubt includes Hydrocarbons, radioactive materials, explosives, asbestos or asbestos containing materials, polychlorinated biphenyls, radon, and infectious or medical wastes.

"Highest Lawful Rate" means, as to any Lender, at the particular time in question, the maximum non-usurious rate of interest which, under applicable law, such Lender is then permitted to contract for, charge or collect from the Borrower on the Loans or the other obligations of the Borrower hereunder, and as to any other Person, at the particular time in question, the maximum non-usurious rate of interest which, under applicable law, such Person is then permitted to contract for, charge or collect with respect to the obligation in question. If the maximum rate of interest which, under applicable law, the Lenders are permitted to contract for, charge or collect from the Borrower on the Loans or the other obligations of the Borrower hereunder shall change after the date hereof, the Highest Lawful Rate shall be automatically increased or decreased, as the case may be, as of the effective time of such change without notice to the Borrower or any other Person.

"Hydrocarbon Interests" means all rights, titles, interests and estates now or hereafter acquired in and to oil and gas leases, oil, gas and mineral leases, or other liquid or gaseous hydrocarbon leases, mineral fee interests, overriding royalty and royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature. Unless otherwise indicated herein, each reference to the term "Hydrocarbon Interests" shall mean Hydrocarbon Interests of the Borrower or any other Group Member, as the context requires.

"Hydrocarbons" means all oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all constituents, elements or compounds thereof and all products refined or separated therefrom and all other minerals which may be produced and saved from or attributable to the Oil and Gas Properties of any Person, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests or other properties constituting Oil and Gas Properties.

"IFRS" means the accounting standards issued by the International Financial Reporting Standards Foundation and the International Accounting Standards Board and Adopted by the European Union in effect from time to time and subject to the conditions set forth in Section 1.05.

"Indebtedness" means, for any Person, the sum of the following (without duplication):

(a) all obligations of such Person for borrowed money or evidenced by bonds, bankers' acceptances, debentures, notes or other similar instruments;

(b) all obligations of such Person (whether contingent or otherwise) in respect of letters of credit, bank guarantees, surety or other bonds and similar instruments;

(c) all accounts payable and all accrued expenses, liabilities or other obligations of such Person to pay the deferred purchase price of Property or services (including insurance premium payables), in each case that are greater than one hundred twenty (120) days past the date of invoice, other than those which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP;

(d) all Capital Lease Obligations;

(e) all Indebtedness (as defined in the other clauses of this definition) of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien on any Property of such Person, whether or not such Indebtedness is assumed by such Person;

(f) all Indebtedness (as defined in the other clauses of this definition) of others guaranteed by such Person or in which such Person agrees to purchase or otherwise assures a creditor against loss of the Indebtedness (howsoever such assurance shall be made) to the extent of the lesser of the amount of such Indebtedness and the maximum stated amount of such guarantee or assurance against loss;

(g) all obligations or undertakings of such Person to maintain or cause to be maintained the financial position or covenants of others or to purchase Indebtedness or Property of others;

(h) all obligations of such Person under take/ship or pay contracts if any goods or services are not actually received or utilized by such Person;

(i) any Indebtedness of a partnership for which such Person is liable either by agreement, by operation of law or by a Governmental Requirement but only to the extent of such liability;

(j) Disqualified Capital Stock (for purposes hereof, the amount of any Disqualified Capital Stock shall be its liquidation value and, without duplication, the amount of all obligations of such Person with respect to the redemption, repayment or other repurchase in respect of Disqualified Capital Stock);

(k) net Swap Obligations of such Person (for purposes hereof, the amount of any net Swap Obligations on any date shall be deemed to be the Swap Termination Value thereof as of such date); and

(l) the undischarged balance of any volumetric or production payment created by such Person or for the creation of which such Person directly or indirectly received payment.

The Indebtedness of any Person shall include all obligations of such Person of the character described above to the extent such Person remains legally liable in respect thereof notwithstanding that any such obligation is not included as a liability of such Person under GAAP.

"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 any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a) above, Other Taxes.

"Indemnitee" has the meaning assigned to such term in Section 12.03(b).

"Information" has the meaning assigned to such term in Section 12.11.

"Interest Election Request" means a request by the Borrower substantially in the form of Exhibit C to convert or continue a Borrowing in accordance with Section 2.04.

"Interest Payment Date" means (a) with respect to any ABR Loan (other than a Swing Line Loan) or any Daily Simple SOFR Loan, the last day of each March, June, September and December, (b) with respect to any Term SOFR Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Term SOFR Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period, and (c) with respect to any Swing Line Loan, the day that such Loan is required to be repaid.

"Interest Period" means, with respect to each Term SOFR Borrowing, a period of one, three or six months as selected by the Borrower (other than any tenor removed pursuant to Section 3.03(b)(iv)); provided, however, that (a) the initial Interest Period for any Borrowing of a Term SOFR Loan shall commence on the date of such Borrowing (the date of a Borrowing resulting from a Conversion or Continuation shall be the date of such Conversion or Continuation) and each Interest Period occurring thereafter in respect of such Borrowing shall commence on the first day after the last day of the next preceding Interest Period; (b) if any Interest Period begins on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period, such Interest Period shall end on the last Business Day of such calendar month; (c) if any Interest Period would otherwise expire on a day that is not a Business Day, such Interest Period shall expire on the next succeeding Business Day; provided, however, that if any Interest Period would otherwise expire on a day that is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Interest Period shall expire on the next preceding Business Day; (d) no Interest Period for any Term SOFR Loan may be selected that would end after the Maturity Date; and (e) if, upon the expiration of any Interest Period, the Borrower has failed to (or may not) elect a new Interest Period to be applicable to the respective Borrowing of Term SOFR Loans as provided above, the Borrower shall be deemed to have elected to Convert such Borrowing to Daily Simple SOFR Loans effective as of the expiration date of such current Interest Period.

"Interim Redetermination" has the meaning assigned to such term in Section 2.07(b).

"Interim Redetermination Date" means the date on which a Borrowing Base that has been redetermined pursuant to an Interim Redetermination becomes effective as provided in Section 2.07(d).

"Investment" means, for any Person: (a) the acquisition (whether for cash, Property, services or securities or otherwise) of Equity Interests of any other Person or any agreement to make any such acquisition (including any "short sale" or any sale of any securities at a time when such securities are not owned by the Person entering into such short sale); (b) the making of any deposit with, or advance, loan or capital contribution to, assumption of Indebtedness of, purchase or other acquisition of any other Indebtedness of, or equity participation or interest in, or other extension of credit to, any other Person (including the purchase of Property from another Person subject to an understanding or agreement, contingent or otherwise, to resell such Property to such Person, but excluding any such advance, loan or extension of credit having a term not exceeding ninety (90) days representing the purchase price of inventory, goods, supplies or services sold by such Person in the ordinary course of business); (c) the purchase or acquisition (in one or a series of transactions) of Property of another Person constituting a business unit or Oil and Gas Properties; or (d) the entering into of any guarantee of, or other contingent obligation (including the deposit of any Equity Interests to be sold) with respect to, Indebtedness or other liability of any other Person and (without duplication) any amount committed to be advanced, lent or extended to such Person.

"Issuing Bank" means KeyBank National Association, Truist Bank and each Lender approved by the Administrative Agent that is reasonably requested by the Borrower that agrees to act as an issuer of Letters of Credit hereunder, in each case, in its capacity as the issuer of Letters of Credit hereunder, and its successors in such capacity as provided in Section 2.09(i). Any Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by its Affiliates, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate. References herein and in the other Loan Documents to an Issuing Bank shall be deemed to refer to such Issuing Bank in respect of the applicable Letter of Credit or to all Issuing Banks, as the context requires.

"Joint Operating Agreement" means that Joint Operating Agreement dated as of August 2, 2022 among Diversified Production LLC and the Borrower.

"June 30 Reserve Report" has the meaning assigned to such term in Section 8.11(a).

"LC Availability Requirements" has the meaning assigned to such term in Section 2.09(a).

"LC Commitment" means an amount equal to $40,000,000. For the avoidance of doubt, the LC Commitment is part of, and not in addition to, the aggregate Commitments.

"LC Disbursement" means a payment made by an Issuing Bank pursuant to a Letter of Credit.

"LC Exposure" means, at any time, (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time plus (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrower at such time. The LC Exposure of any Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time.

"Lead Sustainability Structuring Agent" means Canadian Imperial Bank of Commence, in its capacity as the lead sustainability structuring agent.

"Lender Parent" means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a Subsidiary.

"Lenders" means the Persons listed on Annex I and any Person that shall have become a party hereto pursuant to an Assignment and Assumption or otherwise that is in the Register, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption or otherwise and is no longer in the Register. Unless the context otherwise requires, the term "Lenders" includes the Swing Line Lender and the Issuing Banks.

"Lending Parties" means the Administrative Agent, the Swing Line Lender, the Issuing Banks and the Lenders.

"Letter of Credit" means any letter of credit issued pursuant to this Agreement.

"Letter of Credit Agreements" means all letter of credit applications and other agreements (including any amendments, modifications or supplements thereto) submitted by the Borrower, or entered into by the Borrower, with an Issuing Bank relating to any Letter of Credit.

"Lien" means any interest in Property securing an obligation owed to, or a claim by, a Person other than the owner of the Property, whether such interest is based on the common law, statute or contract, and whether such obligation or claim is fixed or contingent, and including but not limited to (a) the lien or security interest arising from a mortgage, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes or (b) production payments and the like payable out of Oil and Gas Properties. The term "Lien" shall include easements, restrictions, servitudes, permits, conditions, covenants, exceptions or reservations, including if they burden Property to the extent they secure an obligation owed to a Person other than the owner of the Property. For the purposes of this Agreement, the Borrower and the other Group Members shall be deemed to be the owner of any Property which they have acquired or hold subject to a conditional sale agreement, or leases under a financing lease or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person in a transaction intended to create a financing.

"Liquidity" means, on any date, the sum of unrestricted cash (not to exceed $30,000,000) and Availability on such date.

"Loan Documents" means this Agreement, the Security Instruments, any Notes, any fee letter, any Letter of Credit Agreements and the Letters of Credit.

"Loan Party" means the Borrower and each Guarantor.

"Loans" means the loans made by the Lenders to the Borrower pursuant to this Agreement.

"Lookback Day" has the meaning assigned to such term in the definition of "Term SOFR".

"Majority Lenders" means (a) at any time while no Loans or LC Exposure are outstanding, Lenders having greater than fifty percent (50%) of the Aggregate Maximum Credit Amounts and (b) at any time while any Loans or LC Exposure are outstanding, Lenders holding greater than fifty percent (50%) of the outstanding aggregate principal amount of the Loans and participation interests in Letters of Credit and Swing Line Loans at such time (without regard to any sale by a Lender of a participation in any Loan under Section 12.04(c)).

"Management Services Agreement" means that certain Management Services Agreement dated as of August 2, 2022 among Diversified and the Borrower.

"Material Adverse Effect" means a material adverse change in, or material adverse effect on (a) the business, operations, Property or financial condition of the Borrower and the other Group Members taken as a whole, (b) the ability of the Loan Parties to perform any of their obligations under the Loan Documents, (c) the validity or enforceability of any Loan Document or (d) the rights and remedies of, or benefits available to, the Administrative Agent, any other Agent, any Issuing Bank or any Lender under any Loan Document.

"Material Indebtedness" means Indebtedness (other than the Loans and Letters of Credit), of any one or more Group Member in an aggregate principal amount exceeding the greater of (a) $10,000,000 and (b) 5.0% of the then effective Borrowing Base. For purposes of determining Material Indebtedness, the "principal amount" of the obligations of any Group Member in respect of any Swap Agreement at any time shall be the Swap Termination Value.

"Material Subsidiary" means, at any date of determination, each Restricted Subsidiary of the Borrower (a) whose Total Assets (when combined with the assets of such Restricted Subsidiary's Subsidiaries) at the last day of the most recent Fiscal Quarter of the Borrower for which financial statements were required to be delivered pursuant to Section 8.01 were equal to or greater than five percent (5.0%) of the Consolidated Total Assets of the Borrower and the Restricted Subsidiaries at such date or (b) whose revenues (when combined with the revenues of such Restricted Subsidiary's Subsidiaries) at the last day of the most recent Fiscal Quarter of the Borrower for which financial statements were required to be delivered pursuant to Section 8.01 were equal to or greater than five percent (5.0%) of the consolidated revenues of the Borrower and the Restricted Subsidiaries at the last day of the most recent Fiscal Quarter of the Borrower for which financial statements were required to be delivered pursuant to Section 8.01, in each case determined in accordance with GAAP; provided that if, at any time and from time to time after the Closing Date, Restricted Subsidiaries that are not Material Subsidiaries have, in the aggregate, (i) Total Assets (when combined with the assets of such Restricted Subsidiary's Subsidiaries) as of the last day of such Fiscal Quarter that equal, or exceed, seven and a half percent (7.5%) of the Consolidated Total Assets of the Borrower and the Restricted Subsidiaries as of such date or (ii) revenues (when combined with the revenues of such Restricted Subsidiary's Subsidiaries) during such period that equal or exceed seven and a half percent (7.5%) of the consolidated revenues of the Borrower and the Restricted Subsidiaries for such period, in each case, determined in accordance with GAAP, then the term "Material Subsidiary" shall include each such Restricted Subsidiary (starting with the Restricted Subsidiary that accounts for the most revenues or Consolidated Total Assets and then in descending order) necessary to account for at least 92.5% of the consolidated gross revenues and 92.5% of the Consolidated Total Assets, each as described in the previous sentence, so that the remaining non-Material Subsidiaries no longer satisfy such condition; provided further that, notwithstanding the foregoing, each Restricted Subsidiary that owns Oil and Gas Properties for which Borrowing Base credit is given, or is to be given in an upcoming redetermination, shall be a Material Subsidiary.

"Material Transaction" means if any Loan Party (i) acquires or disposes of any Equity Interests in any other Person (other than any Loan Party) such that such Person becomes a Loan Party or (ii) acquires or disposes of the property or assets of another Person (other than any Loan Party), in each case with a gross purchase price of at least $10,000,000 (in one or a series of related transactions).

"Maturity Date" means August 2, 2026.

"Maximum Credit Amount" means, as to each Lender, the amount set forth opposite such Lender's name on Annex I under the caption "Maximum Credit Amounts", as the same may be (a) reduced or terminated from time to time in connection with a reduction or termination of the Aggregate Maximum Credit Amounts pursuant to Section 2.06, (b) modified from time to time pursuant to any assignment permitted by Section 12.04(b) or (c) or otherwise modified pursuant to the terms of this Agreement. As of the Closing Date, the aggregate Maximum Credit Amounts of the Lenders are $1,500,000,000.

"Minimum Required Volume" has the meaning assigned to such term in Section 8.15.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto that is a nationally recognized rating agency.

"Mortgage" means each of the mortgages or deeds of trust executed by any one or more Loan Parties for the benefit of the Secured Parties as security for the Secured Obligations, together with any supplements, modifications or amendments thereto and assumptions or assignments of the obligations thereunder by any Loan Party. "Mortgages" shall mean all of such Mortgages collectively.

"Mortgaged Property" means any Property owned by any Loan Party which is subject to the Liens existing and to exist under the terms of the Security Instruments.

"Multiemployer Plan" means a multiemployer plan as defined in Section 3(37) or 4001(a)(3) of ERISA.

"Net Proceeds" means the aggregate cash proceeds received by any Group Member in respect of any Disposition of Property (including any cash subsequently received upon the sale or other Disposition or collection of any non-cash consideration received in any sale), any Unwind of Swap Agreements, any incurrence of Indebtedness, or Casualty Event, net of, unless the Loans have been declared or become due and payable as a result of an Event of Default described in Section 10.01(h) or Section 10.01(i) (or after the occurrence and during the continuation of an Event of Default described in Section 10.01(h) or Section 10.01(i)), (a) the direct costs relating to such sale of Property, incurrence of Indebtedness or any Casualty Event (including legal, accounting and investment banking fees, and sales commissions paid to unaffiliated third parties), (b) Taxes paid or payable as a result thereof (after taking into account any tax credits or deductions utilized or reasonably expected to be utilized and any tax sharing arrangements), and (c) Indebtedness (other than the Secured Obligations) which is secured by a Lien upon any of the assets being sold that is senior to any Lien created by the Loan Documents with respect to such assets and which must be repaid as a result of such sale.

"New Borrowing Base Notice" has the meaning assigned to such term in Section 2.07(d).

"New Debt" has the meaning assigned to such term in the definition of Permitted Refinancing Indebtedness.

"Non-U.S. Lender" means a Lender, with respect to the Borrower, that is not a U.S. Person.

"Notes" means the promissory notes, if any, of the Borrower described in Section 2.02(d) and being substantially in the form of Exhibit A, together with all amendments, modifications, replacements, extensions and rearrangements thereof.

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

"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).

"QFC Credit Support" has the meaning assigned to such term in Section 12.20.

"Oil and Gas Properties" means (a) Hydrocarbon Interests; (b) the Properties now or hereafter pooled or unitized with Hydrocarbon Interests; (c) all presently existing or future unitization, pooling agreements and declarations of pooled units and the units created thereby (including all units created under orders, regulations and rules of any Governmental Authority) which may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including production sharing contracts and agreements, which relate to any of the Hydrocarbon Interests or the production, sale, purchase, exchange or processing of Hydrocarbons from or attributable to such Hydrocarbon Interests; (e) all Hydrocarbons in and under and which may be produced and saved or attributable to the Hydrocarbon Interests, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests; (f) all tenements, hereditaments, appurtenances and Properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests and (g) all Properties, rights, titles, interests and estates described or referred to above, including any and all Property, real or personal, now owned or hereinafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or Property (excluding drilling rigs, automotive equipment, rental equipment or other personal Property which may be on such premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells or other wells, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, gathering systems, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements and servitudes together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing.

"Organizational Documents" means (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to such corporation's jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"Other Connection Taxes" means, with respect to any Lending Party, Taxes imposed as a result of a present or former connection between such Lending Party and the jurisdiction imposing such Tax (other than connections arising from such Lending Party 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 Loan 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 5.05).

"Parent" means Diversified Energy Company PLC, a company incorporated under the laws of England and Wales.

"Parent Pledge Agreement" means that certain pledge agreement dated as of the date hereof executed by Diversified Production LLC pursuant to which it pledged 100% of the Equity Interest of the Borrower to the Administrative Agent for the benefit of the Secured Parties to secure the Secured Obligations.

"Participant" has the meaning assigned to such term in Section 12.04(c).

"Participant Register" has the meaning assigned to such term in Section 12.04(c).

"Patriot Act" has the meaning assigned to such term in Section 12.16.

"Payment in Full" means (a) the Commitments have expired or been terminated, (b) the principal of and interest on each Loan and all fees payable hereunder and all other amounts payable under the Loan Documents shall have been indefeasibly paid in full (other than contingent indemnification obligations), (c) all Letters of Credit shall have expired or terminated (or are Cash Collateralized or otherwise secured to the satisfaction of the Issuing Bank) and all LC Disbursements shall have been reimbursed and (d) all amounts due under Secured Swap Agreements shall have been indefeasibly paid in full in cash (or such Secured Swap Agreements are Cash Collateralized or otherwise secured to the satisfaction of the Secured Swap Provider) (it is understood that the Administrative Agent shall be (i) permitted to rely on a certificate of a Responsible Officer of the Borrower to establish the foregoing in clause (d) and (ii) entitled to deem that the foregoing clause (d) has occurred with respect to any Secured Swap Provider if it does not respond to a written request from the Administrative Agent or the Borrower to confirm that the foregoing clause (d) has occurred within two (2) Business Days of such request).

"Payment Notice" has the meaning assigned to it in Section 11.12(b).

"Payment Recipient" has the meaning assigned to it in Section 11.12(a).

"PBGC" means the Pension Benefit Guaranty Corporation, or any successor thereto.

"PDP Reserves" means oil and gas mineral reserves that, in accordance with Petroleum Industry Standards, are classified as both "Proved Reserves" and "Developed Producing Reserves".

"Pension Act" means the Pension Protection Act of 2006, as it presently exists or as it may be amended from time to time, or any successor thereto.

"Permitted L/C Party" means (a) the Borrower, (b) any Restricted Subsidiary of the Borrower, and (c) Diversified and its wholly owned Subsidiaries (other than any such Subsidiary that has been or becomes a party to an ABS Transaction other than Diversified Production LLC and Diversified Midstream LLC; for the avoidance of doubt, Diversified Production LLC and Diversified Midstream LLC are each a Permitted L/C Party).

"Permitted Refinancing Indebtedness" means Indebtedness (for purposes of this definition, "New Debt") incurred in exchange for, or proceeds of which are used to refinance, all of any other Indebtedness (the "Refinanced Indebtedness"); provided that:

(a) such New Debt is in an aggregate principal amount not in excess of the sum of (i) the aggregate principal amount then outstanding of the Refinanced Indebtedness (or, if the Refinanced Indebtedness is exchanged or acquired for an amount less than the principal amount thereof to be due and payable upon a declaration of acceleration thereof, such lesser amount) and (ii) an amount necessary to pay any fees and expenses, including premiums, related to such exchange or refinancing,

(b) such New Debt has a stated maturity no earlier than the stated maturity of the Refinanced Indebtedness and an average life no shorter than the average life of the Refinanced Indebtedness and does not restrict the prepayment or repayment of the Secured Obligations,

(c) such New Debt contains covenants, events of default, guarantees and other terms which (other than "market" interest rate, fees, funding discounts and redemption or prepayment premiums as determined at the time of issuance or incurrence of any such Indebtedness), are not more restrictive on the Borrower and each Group Member than the terms of this Agreement (as in effect at the time of such issuance or incurrence),

(d) no Subsidiary of the Borrower (other than a Guarantor or a Person who becomes a Guarantor in connection therewith) is an obligor under such New Debt, and

(e) if such Refinanced Indebtedness is subordinated in right of payment to the Secured Obligations, such New Debt (and any guarantees thereof) is subordinated in right of payment to the Secured Obligations (or, if applicable, the Guarantee and Collateral Agreement) to at least the same extent as the Refinanced Indebtedness and subordinated on terms satisfactory to the Administrative Agent.

"Permitted Unsecured Debt" means unsecured senior, senior subordinated or subordinated Indebtedness issued or incurred by the Borrower and any guarantees thereof by the Guarantors (including any Persons becoming Guarantors simultaneously with the incurrence of such Indebtedness):

(a) that does not restrict the prepayment or repayment of the Secured Obligations,

(b) that has terms which do not provide for the maturity of such Indebtedness to be or any scheduled repayment, mandatory redemption or sinking fund obligation to occur prior to ninety-one (91) days (or one (1) year, if provided by any holder of the Borrower's Equity Interests) after the Maturity Date (other than customary offers to purchase upon a change of control and customary acceleration rights after an event of default),

(c) where the covenants, events of default, guarantees and other terms which (other than "market" interest rate, fees, funding discounts and redemption or prepayment premiums as determined at the time of issuance or incurrence of any such Indebtedness), are not more restrictive on the Borrower and each Group Member than the terms of this Agreement (as in effect at the time of such issuance or incurrence),

(d) where, if such Indebtedness is subordinated Indebtedness in right of payment, the terms of such Indebtedness provide for customary subordination of such Indebtedness to the Secured Obligations, and

(e) where no Subsidiary of the Borrower (other than a Guarantor or a Person who becomes a Guarantor in connection therewith) is an obligor under such Indebtedness.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Petroleum Industry Standards" means the Definitions for Oil and Gas Reserves promulgated by the Society of Petroleum Engineers (or any generally recognized successor) as in effect at the time in question.

"Plan" means any "employee pension benefit plan", as defined in Section 3(2) of ERISA, other than a Multiemployer Plan, that is subject to Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA and which (a) is currently or hereafter sponsored, maintained or contributed to by a Group Member or an ERISA Affiliate or (b) was at any time during the six calendar years immediately preceding the date hereof, sponsored, maintained or contributed to by a Group Member or an ERISA Affiliate or to which a Group Member or an ERISA Affiliate has any liability.

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"Prime Rate" means the rate of interest *per annum* publicly announced from time to time by the Administrative Agent as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective. Such rate is set by the Administrative Agent as a general reference rate of interest, taking into account such factors as the Administrative Agent may deem appropriate; it being understood that many of the Administrative Agent's commercial or other loans are priced in relation to such rate, that it is not necessarily the lowest or best rate actually charged to any customer and that the Administrative Agent may make various commercial or other loans at rates of interest having no relationship to such rate.

"Prohibited Transaction" has the meaning assigned to such term in Section 406 of ERISA and Section 4975(c) of the Code.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including cash, securities, accounts and contract rights.

"Proposed Borrowing Base" has the meaning assigned to such term in Section 2.07(c)(i).

"Proposed Borrowing Base Notice" has the meaning assigned to such term in Section 2.07(c)(ii).

"Proved Reserves" means oil and gas mineral reserves that, in accordance with Petroleum Industry Standards, are classified as both "Proved Reserves" and one of the following: (a) "Developed Producing Reserves", (b) "Developed Non-Producing Reserves" or (c) "Undeveloped Reserves".

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, (a) each Loan Party that has total assets exceeding $10,000,000 at the time the relevant guarantee of obligations under, or grant of a security interest to secure, such Swap Obligation or (b) such other Person that constitutes an "eligible contract participant" under the Commodity Exchange Act, or any regulation 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.

"Redemption" means with respect to any Indebtedness, the repurchase, redemption, prepayment, repayment, defeasance or any other acquisition or retirement for value (or the segregation of funds with respect to any of the foregoing) of such Indebtedness. "Redeem" has the correlative meaning thereto.

"Redetermination Date" means, with respect to any Scheduled Redetermination or any Interim Redetermination, the date that the redetermined Borrowing Base related thereto becomes effective pursuant to Section 2.07(d).

"Reference Period" has the meaning assigned to such term in the definition of "EBITDAX".

"Refinanced Indebtedness" has the meaning assigned to such term in the definition of "Permitted Refinancing Indebtedness".

"Register" has the meaning assigned to such term in Section 12.04(b)(iv).

"Regulation D" means Regulation D of the Board, as the same may be amended, supplemented or replaced from time to time.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents, partners and advisors (including attorneys, accountants and experts) of such Person and such Person's Affiliates.

"Release" means any depositing, spilling, leaking, pumping, pouring, placing, emitting, discarding, abandoning, emptying, discharging, migrating, injecting, escaping, leaching, dumping, or disposing.

"Released Entities" has the meaning assigned to such term in Section 12.21.

"Relevant Governmental Body" means the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto.

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA or the regulations issued thereunder, with respect to a Plan, other than those events as to which the 30-day notice has been waived in regulations issued by the PBGC.

"Required Lenders" means (a) at any time while no Loans or LC Exposure are outstanding, Lenders having at least sixty-six and two thirds percent (66-2/3%) of the Aggregate Maximum Credit Amounts and (b) at any time while any Loans or LC Exposure are outstanding, Lenders holding at least sixty-six and two thirds percent (66-2/3%) of the outstanding aggregate principal amount of the Loans and participation interests in Letters of Credit and Swing Line Loans at such time (without regard to any sale by a Lender of a participation in any Loan under Section 12.04(c)).

"Reserve Report" means each report, in form and substance reasonably satisfactory to the Administrative Agent, setting forth, as of the dates set forth in Section 8.11(a) (or such other date in the event of an Interim Redetermination) the oil and gas reserves attributable to the Borrowing Base Properties of the Borrower and the Guarantors, together with a projection of the rate of production and future net income, taxes, operating expenses and capital expenditures with respect thereto as of such date, based upon the economic and pricing assumptions consistent with the Administrative Agent's lending requirements at the time.

"Reserve Report Certificate" has the meaning assigned to such term in Section 8.11(c).

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means, as to any Person, the chief executive officer, the chief operating officer, the president, any Financial Officer or general counsel of such Person. Unless otherwise specified, all references to a Responsible Officer herein shall mean a Responsible Officer of the Borrower, Diversified or of the Parent, as applicable.

"Restricted Payment" means any dividend or other distribution or return of capital (whether in cash, securities or other Property) with respect to any Equity Interests in any Person, or any payment (whether in cash, securities or other Property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of (a) any such Equity Interests or (b) any option, warrant or other right to acquire any such Equity Interests.

"Restricted Subsidiary" means any Subsidiary of the Borrower that is not an Unrestricted Subsidiary.

"Restructuring Documents" means all documentation necessary to accomplish the Restructuring Transaction, including, certificates of formation and name change, certificates of merger, resolutions of the Loan Parties in connection therewith, assignments of interests, transfers of Equity Interest, and all such other documentation necessary to accomplish the Restructuring Transaction.

"Restructuring Transaction" means the formation of the Borrower and certain Loan Parties, the various mergers of the Loan Parties, the various name changes of the Loan Parties, the various transfers of Property to the Loan Parties, and the transfers of Equity Interest of the Loan Parties which result in the structure of the Borrower and the Loan Parties on the Closing Date.

"Revolving Credit Exposure" means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender's Loans, its LC Exposure and Swing Line Exposure at such time.

"S&P" means S&P Global Ratings, a division of S&P Global, and any successor thereto that is a nationally recognized rating agency.

"Sanctioned Country" means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (as of the Closing Date, Crimea, Cuba, Iran, North Korea, Syria, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, and the Crimea Region of Ukraine).

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the U.S. government (including by OFAC or the U.S. Department of State), the United Nations Security Council, the European Union, any European Union member state, the United Kingdom or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

"Sanctions" means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by OFAC or the U.S. Department of State, the U.S. government (including by OFAC or the U.S. Department of State), the United Nations Security Council, the European Union, any European Union member state, the United Kingdom or other relevant sanctions authority.

"Scheduled Redetermination" has the meaning assigned to such term in Section 2.07(b).

"Scheduled Redetermination Date" means the date on which a Borrowing Base that has been redetermined pursuant to a Scheduled Redetermination becomes effective as provided in Section 2.07(d).

"Scope 1 Emissions" means, the absolute direct greenhouse emissions or equivalent CO2 emissions occurring from activities under which Diversified has operational control, which are calculated in accordance with the Intergovernmental Panel on Climate Change (AR5) reporting guidance, which permits best engineering estimates for certain emissions metrics and which may vary from the prescriptive measures applied under US EPA reporting standards; and for greater certainty will not include carbon offsets.

"Scope 2 Emissions" means, the absolute indirect greenhouse gas emissions or equivalent CO2 emissions occurring from the generation of purchased and imported electricity consumed by Diversified in the operation of their business, which are determined in accordance with the Intergovernmental Panel on Climate Change (AR5) reporting guidance, which permits best engineering estimates for certain emissions metrics and which may vary from the prescriptive measures applied under US EPA reporting standards; and for greater certainty will not include carbon offsets.

"SEC" means the Securities and Exchange Commission or any successor Governmental Authority.

"Secured Affiliate Cash Management Obligations" means all obligations of Diversified and its wholly owned Subsidiaries (other than any such Subsidiary that has been or becomes a party to an ABS Transaction other than Diversified Production LLC and Diversified Midstream LLC; for the avoidance of doubt, any Cash Management Agreement between Diversified Production LLC or Diversified Midstream LLC and a Secured Cash Management Lender is a Secured Affiliate Cash Management Agreement) arising from time to time under any Cash Management Agreement with a Secured Cash Management Bank; provided that if such Secured Cash Management Bank ceases to be a Lender or an Affiliate of a Lender hereunder, such obligations owed to such Secured Cash Management Bank shall no longer be Secured Affiliate Cash Management Obligations.

"Secured Cash Management Bank" means any Lender or any Affiliate of a Lender that is a counterparty to a Cash Management Agreement with the Borrower or any other Group Member.

"Secured Cash Management Obligations" means (a) all obligations of the Borrower or any other Group Member arising from time to time under any Cash Management Agreement with a Secured Cash Management Bank; provided that if such Secured Cash Management Bank ceases to be a Lender or an Affiliate of a Lender hereunder, such obligations owed to such Secured Cash Management Bank shall no longer be Secured Cash Management Obligations and (b) all Secured Affiliate Cash Management Obligations.

"Secured Obligations" means any and all amounts owing or to be owing by any Loan Party (a) to the Administrative Agent, any Issuing Bank, any Lender or any other Person under any Loan Document or (b) to any Secured Swap Provider under a Secured Swap Agreement or Secured Cash Management Bank under Secured Cash Management Obligations and for clauses (a) and (b) all renewals, extensions and/or rearrangements of any of the foregoing, in each case, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising (including interest accruing after the maturity of the Loans and LC Disbursements and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding); provided that solely with respect to any Group Member that is not an "eligible contract participant" under the Commodity Exchange Act, Excluded Swap Obligations of such Group Member shall in any event be excluded from "Secured Obligations" owing by such Group Member.

"Secured Parties" means, collectively, the Administrative Agent, each Issuing Bank, the Lenders, each Secured Cash Management Bank, each Secured Swap Provider, and any other Person owed Secured Obligations. "Secured Party" means any of the foregoing individually.

"Secured Swap Agreement" means a Swap Agreement (a) between (i) any Loan Party and (ii) a Secured Swap Provider and (b) between (i) any Loan Party (as defined in the Existing Credit Agreement) and (ii) a Lender (as defined under the Existing Credit Agreement) or an Affiliate of such Lender at the time such Lender was a party to the Existing Credit Agreement whether such Lender is a Lender under this Agreement and which has a term which ends on or before December 31, 2023.

"Secured Swap Provider" means, with respect to any Swap Agreement, (a) a Lender or an Affiliate of a Lender who is the counterparty to any such Swap Agreement with a Loan Party and (b) any Person who was a Lender or an Affiliate of a Lender at the time when such Person entered into any such Swap Agreement who is a counterparty to any such Swap Agreement with a Loan Party; provided that any such Secured Swap Provider that ceases to be a Lender or an Affiliate of a Lender shall continue to be a "Secured Swap Provider" for purposes of this Agreement to the extent that such Secured Swap Provider entered into a Secured Swap Agreement with the Borrower or any of its Subsidiaries at the time such Secured Swap Provider was a Lender (or Affiliate of a Lender) hereunder and such Secured Swap Agreement remains in effect and there are remaining obligations under such Secured Swap Agreement (but excluding any transactions, confirms, or trades entered into after such Person ceases to be a Lender or an Affiliate of a Lender). For the avoidance of doubt, for purposes of this definition and the definition of "Secured Swap Agreement" the term "Lender" includes each Person that was a "Lender" under the Existing Credit Agreement at the relevant time.

"Securities Account" has the meaning assigned to such term in the UCC.

"Security Instruments" means (a) the Guarantee and Collateral Agreement, (b) the Mortgages, (c) any Control Agreement, (d) the Parent Pledge Agreement, (e) the other agreements, instruments or certificates described or referred to in Exhibit F and (f) any and all other agreements, instruments, consents or certificates now or hereafter executed and delivered by the Borrower, the other Loan Parties or any other Person, in each case in connection with, or as security for the payment or performance of the Secured Obligations, as such agreements may be amended, modified, supplemented or restated from time to time, but, for the avoidance of doubt, excluding any Swap Agreements.

"Significant Sustainability Event" means a material event impacting environmental, social or governance performance of Diversified or its operations, as determined by the Lead Sustainability Structuring Agent and Majority Lenders, each acting reasonably.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the Term SOFR Administrator.

"SOFR Administrator's Website" means the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SOFR Borrowing" means a Term SOFR Borrowing and/or a Daily Simple SOFR Borrowing, as the context may require.

"SOFR Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"SOFR Determination Day" has the assigned to such term in the definition of "Daily Simple SOFR".

"SOFR Index Adjustment" means for any calculation with respect to a Daily Simple SOFR Loan or a Term SOFR Loan, a percentage per annum as set forth below for the applicable Type of such Loan and (if applicable) Interest Period therefor:

Daily Simple SOFR Loans	0.10%

Term SOFR Interest Period	Percentage
One month	0.10%
Three months	0.15%
Six months	0.25%

"SOFR Loan" means each Loan bearing interest at a rate based upon (a) Adjusted Term SOFR (other than pursuant to clause (c) of the definition of "Alternate Base Rate") or (b) Adjusted Daily Simple SOFR.

"SOFR Rate Day" has the meaning assigned to such term the definition of "Daily Simple SOFR".

"Solvency Certificate" means a solvency certificate signed by a Financial Officer in substantially the form of Exhibit E hereto.

"Specified Change of Control" means a "Change of Control" (or any other defined term having a similar purpose or meaning) as defined in any Permitted Unsecured Debt.

"Specified Indebtedness" has the meaning assigned to such term in Section 9.04(b).

"Specified NGLs" means, for any period, the Proved volume of natural gas liquids forecasted to be produced in such period under the Parent's Reserve Report which are purchased by Diversified Energy Marketing, LLC pursuant to that certain Base Contract for Sale and Purchase of Natural Gas and Special Provisions dated October 11, 2019 (including the Transaction Confirmation referenced therein) between Diversified Production LLC, as seller, and Diversified Energy Marketing LLC, as buyer.

"Subsidiary" means, as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a direct or indirect Subsidiary or Subsidiaries of the Borrower.

"Supported QFC" has the meaning assigned to such term in Section 12.20.

"Sustainability Assurance Provider" means ISOS Group or any other independent third party engaged by Diversified or any of its Subsidiaries who in the ordinary course of business evaluates metrics such as the Sustainability Linked Performance Targets and provides limited assurances with respect thereto; provided that such replacement Sustainability Assurance Provider shall be reasonably acceptable to the Lead Sustainability Structuring Agent.

"Sustainability Certificate" means a certificate substantially in the form of Exhibit J executed by a Responsible Officer of the Borrower and attaching (a) a true and correct copy of the Sustainability Report (unless such Sustainability Report is publicly available on the Internet) for the most recently ended Fiscal Year and setting forth the Sustainability Rate Adjustment for the period covered thereby and computations in reasonable detail in respect thereof, (b) a review report of the Sustainability Assurance Provider confirming (i) that the Sustainability Assurance Provider is not aware of any material modifications that should be made to such computations in order for them to be presented in all material respects in conformity with the applicable reporting criteria, including any occurrence set forth in Section 2.13(g) that may have impacted any of the Sustainability Linked Performance Targets and (ii) the calculation of the Sustainability Rate Adjustment.

"Sustainability Certificate Inaccuracy" has the meaning assigned to such term in Section 2.13(d).

"Sustainability Linked Performance Targets" means the [***], the [***] and the [***].

"Sustainability Pricing Adjustment Date" has the meaning assigned to such term in Section 2.13(a).

"Sustainability Rate Adjustment" means, with respect to any Sustainability Certificate for any Fiscal Year, an amount (whether positive, negative or zero), expressed in basis points, equal to the sum of (a) [***], plus (b) [***] (c) [***], in each case for such Fiscal Year; provided that no Sustainability Rate Adjustment shall apply at any time an Event of Default has occurred and is continuing.

"Sustainability Report" means the annual non-financial disclosure report prepared by Diversified in accordance with the GRI Standard for Sustainability Reporting or other internationally recognized sustainability reporting standard reasonably acceptable to the Lead Sustainability Structuring Agent which includes disclosure of the Sustainability Linked Performance Targets, publicly reported by Diversified and published on an Internet or intranet website.

"Swap Adjustment" has the meaning assigned to such term in Section 9.17(a)(i).

"Swap Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement (including collar transactions), whether exchange traded, "over-the-counter" or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of any Group Member shall be a Swap Agreement.

"Swap Obligation" means, with respect to any person, any obligation to pay or perform under any Swap Agreement.

"Swap Percentage" has the meaning assigned to such term in Section 9.17(a)(ii)(B).

"Swap Termination Value" means, in respect of any one or more Swap Agreements, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Agreements, (a) for any date on or after the date such Swap Agreements have been closed out and termination value(s) determined in accordance therewith, such termination value(s) and any unpaid amounts and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Agreements, as determined by the counterparties to such Swap Agreements.

"Swing Line Commitment" means, at any time, forty million dollars ($40,000,000). The Swing Line Commitment is part of and not in addition to the Aggregate Maximum Credit Amounts.

"Swing Line Exposure" means, at any time, the aggregate principal amount of all Swing Line Loans outstanding at such time. The Swing Line Exposure of any Lender at any time shall be the sum of (a) its Applicable Percentage of the total Swing Line Exposure at such time, other than with respect to any Swing Line Loans made by such Lender in its capacity as a Swing Line Lender, and (b) the aggregate principal amount of all Swing Line Loans made by such Lender as a Swing Line Lender outstanding at such time (less the amount of participations funded by the other Lenders in such Swing Line Loans).

"Swing Line Lender" means KeyBank National Association in its capacity as a lender of Swing Line Loans hereunder.

"Swing Line Loan" means a Loan made pursuant to Section 2.11.

"Syndication Agent" means the Syndication Agent identified on the cover page of this Agreement.

"Taxes" means any and 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.

"Termination Date" means the earlier of the Maturity Date and the date of termination of the Commitments in accordance with the terms of this Agreement.

"Term SOFR" means for any calculation with respect to a Term SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Lookback Day") that is two SOFR Business Days prior to the first day of such Interest Period (and rounded in accordance with the Administrative Agent's customary practice), as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. on any Lookback Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding SOFR Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding SOFR Business Day is not more than three SOFR Business Days prior to such Lookback Day, and for any calculation with respect to a ABR Loan, the Term SOFR Reference Rate for a tenor of one month on the day that is two SOFR Business Days prior to the date the Alternate Base Rate is determined, subject to the proviso provided above.

"Term SOFR Administrator" means CME (or a successor administrator of the Term SOFR Reference Rate, as selected by the Administrative Agent in its reasonable discretion).

"Term SOFR Borrowing" means a Borrowing comprised of Term SOFR Loans.

"Term SOFR Loan" means each Loan bearing interest at a rate based upon Adjusted Term SOFR (other than pursuant to clause (c) of the definition of Alternate Base Rate).

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Test Period" shall mean, for any determination under this Agreement, the four consecutive Fiscal Quarters of the Borrower then last ended and for which financial statements have been delivered (or are required to be delivered) to the Administrative Agent pursuant to Sections 8.01(a) or (b).

"Total Assets" means, as of any date of determination with respect to any Person, the amount that would, in accordance with GAAP, be set forth opposite the caption "total assets" (or any like caption) on a balance sheet of such Person at such date.

"Total Net Debt" means, at any time, (a) all Indebtedness of the Borrower and the Consolidated Restricted Subsidiaries on a consolidated basis described in clauses (a), (c), (d), (j) and (l) of the definition of Indebtedness, excluding the undrawn portion and/or contingent obligations arising under, or in respect of letters of credit, bank guarantees and surety or other bonds and similar instruments; provided that net Swap Obligations to the extent such obligations are due and payable and not paid on such date shall constitute Total Net Debt minus (b) the aggregate amount (not to exceed $30,000,000 at any time) of unrestricted cash and Cash Equivalents on the balance sheet of the Borrower and its Restricted Subsidiaries as of such date.

"Transactions" means, with respect to (a) the Borrower, the execution, delivery and performance by the Borrower of this Agreement, each other Loan Document to which it is a party, the borrowing of Loans, the use of the proceeds thereof and the issuance of Letters of Credit hereunder, the Borrower's grant of the security interests and provision of collateral under the Security Instruments and Borrower's grant of Liens on Mortgaged Properties (if applicable) and other Properties pursuant to the Security Instruments, (b) each Loan Party, the execution, delivery and performance by such Loan Party of each Loan Document to which it is a party, the guaranteeing of the Secured Obligations and the other obligations under the Guarantee and Collateral Agreement by such Loan Party and (c) each Loan Party, such Loan Party's grant of the security interests and provision of collateral under the Security Instruments, and the grant of Liens by such Loan Party on Mortgaged Properties (if applicable) and other Properties pursuant to the Security Instruments.

"Transferee" means any Assignee or Participant.

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"Type" means any type of Loan determined with respect to the interest option applicable thereto, which in each case shall be an ABR Loan, a Daily Simple SOFR Loan or a Term SOFR Loan.

"UCC" means the Uniform Commercial Code of the State of New York or of any other state the laws of which are required to be applied in connection with the perfection of security interests in any Mortgaged Property.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended form time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unrestricted Subsidiary" means any Subsidiary of the Borrower which the Borrower has designated in writing to the Administrative Agent to be an Unrestricted Subsidiary pursuant to Section 8.18 and satisfies the requirements to be an Unrestricted Subsidiary as set forth in Section 8.18.

"Unwind" means, with respect to any Swap Agreement, the early termination, unwind, cancelation or other Disposition of any such Swap Agreement. "Unwound" shall have a meaning correlative to the foregoing.

"U.S. Person" means a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"U.S. Tax Compliance Certificate" has the meaning assigned such term in Section 5.03(g)(ii)(B)(3).

"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 1.03 Types of Loans and Borrowings. For purposes of this Agreement, Loans and Borrowings, respectively, may be classified and referred to by Type (e.g., a "Daily Simple SOFR Loan" or a "Daily Simple SOFR Borrowing").

Section 1.04 Terms Generally; Rules of Construction. 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, restated or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in the Loan Documents), (b) any reference herein to any law shall be construed as referring to such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to the restrictions contained in the Loan Documents), (d) 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, (e) with respect to the determination of any time period, the word "from" means "from and including" and the word "to" and the word "through" means "to and including" and (f) any reference herein to Articles, Sections, Annexes, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement. The use of the phrase "subject to" as used in connection with Excepted Liens or otherwise and the permitted existence of any Excepted Liens or any other Liens shall not be interpreted to expressly or impliedly subordinate any Liens granted in favor of the Administrative Agent and the other Secured Parties as there is no intention to subordinate the Liens granted in favor of the Administrative Agent and the other Secured Parties. No provision of this Agreement or any other Loan Document shall be interpreted or construed against any Person solely because such Person or its legal representative drafted such provision.

Section 1.05 Accounting Terms and Determinations; GAAP. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all determinations with respect to accounting matters hereunder shall be made, and all financial statements and certificates and reports as to financial matters required to be furnished to the Administrative Agent or the Lenders hereunder shall be prepared, in accordance with GAAP, applied on a basis consistent with the financial statements delivered pursuant to Section 7.04(a), except for Accounting Changes (as defined below) with which the Borrower's independent certified public accountants concur and which are disclosed to the Administrative Agent on the next date on which financial statements are required to be delivered to the Lenders pursuant to Section 8.01(a); provided that, unless the Borrower and the Majority Lenders shall otherwise agree in writing, no such change shall modify or affect the manner in which compliance with the covenants set forth in Section 9.01 is computed such that all such computations shall be conducted utilizing financial information presented consistently with prior periods; and provided, further, for purposes of such covenant compliance by the Borrower and its Subsidiaries, operating and capital leases shall be treated in a manner consistent with their treatment under GAAP as in effect prior to the issuance by the Financial Accounting Standards Board on February 25, 2016 of Accounting Standards Update No. 2016-02. In the event that any "Accounting Change" shall occur and such change results in a change in the method of calculation of financial covenants, standards or terms in this Agreement, then the Borrower and the Administrative Agent agree to enter into negotiations in order to amend such provisions of this Agreement so as to reflect equitably such Accounting Changes with the desired result that the criteria for evaluating the Borrower's financial condition shall be the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as such an amendment shall have been executed and delivered by the Borrower, the Administrative Agent and the Majority Lenders, all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred. "Accounting Changes" refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC.

Section 1.06 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

Section 1.07 Timing of Payment or Performance. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of Interest Period) or performance shall extend to the immediately succeeding Business Day.

Section 1.08 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 been 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.

Section 1.09 Rates. The interest rate on Loans denominated in Dollars may be determined by reference to a benchmark rate that is, or may in the future become, the subject of regulatory reform or cessation. The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Alternate Base Rate, Daily Simple SOFR, Adjusted Daily Simple SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Alternate Base Rate, Daily Simple SOFR, Adjusted Daily Simple SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of the Alternate Base Rate, Daily Simple SOFR, Adjusted Daily Simple SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Alternate Base Rate, Daily Simple SOFR, Adjusted Daily Simple SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR or any other Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service. The Administrative Agent will, in keeping with industry practice, continue using its current rounding practices in connection with the Alternate Base Rate, Daily Simple SOFR, Adjusted Daily Simple SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR. In connection with the use or administration of Daily Simple SOFR and Term SOFR, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Administrative Agent will promptly notify the Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Daily Simple SOFR and Term SOFR.

ARTICLE II
THE CREDITS

Section 2.01 Commitments.

(a) Subject to the terms and conditions set forth herein, each Lender agrees to make Loans to the Borrower from time to time on any Business Day during the Availability Period in an aggregate principal amount that will not result in (i) such Lender's Revolving Credit Exposure exceeding such Lender's Commitment or (ii) the total Revolving Credit Exposures exceeding the total Commitments. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, repay and reborrow the Loans.

(b) Subject to the terms of this Agreement, each Lender that was an Existing Lender holding "Loans" (under and as defined in the Existing Credit Agreement, such loans, the "Existing Loans") immediately prior to the Closing Date, severally agrees, on the terms and conditions of this Agreement, to continue, assign, and/or reallocate a portion of its Existing Loans to other Lenders hereunder and/or accept the reallocation from other Existing Lenders a portion of such other Existing Lenders' Existing Loans, in each case such that, after giving effect to all such continuations, assignments, and reallocations, a portion of the Existing Loans held by each Lender shall be in an amount equal to such Lender's Applicable Percentage of the aggregate Commitments as of the Closing Date, and such portion of Existing Loans so continued, assigned, and reallocated by the Lenders under this Section 2.01(b) shall automatically be deemed to constitute Loans under this Agreement for all purposes.

Section 2.02 Loans and Borrowings.

(a) Borrowings; Several Obligations. Each Loan shall be made as part of a Borrowing consisting of Loans made by the Lenders ratably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Types of Loans. Subject to the terms of this Agreement, each Borrowing shall be comprised entirely of ABR Loans or SOFR Loans as the Borrower may request in accordance herewith. Each Lender at its option may make any SOFR Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan and any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) Minimum Amounts; Limitation on Number of Borrowings. At the commencement of each Interest Period for any Term SOFR Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of $500,000 and not less than $500,000. At the time that each ABR Borrowing or Daily Simple SOFR Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of $500,000 and not less than $500,000; provided that an ABR Borrowing may be in an aggregate amount that is equal to the entire unused balance of the total Commitments or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.09(e). Each Swing Line Loan shall be in an amount that is an integral multiple of $500,000 and not less than $500,000. More than one Borrowing may be incurred by the Borrower on any day; provided, however, that (i) if there are two or more Borrowings on a single day by the Borrower that consist of Term SOFR Loans, each such Borrowing shall have a different initial Interest Period, and (ii) at no time shall there be more than five (5) Borrowings of Term SOFR Loans outstanding hereunder. Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

(d) Notes. If a Lender shall make a written request to the Administrative Agent and the Borrower to have its Loans evidenced by a Note, then, for each such Lender, the Borrower shall execute and deliver a single Note of the Borrower dated, in the case of (i) any Lender party hereto as of the date of this Agreement, as of the Closing Date or (ii) any Lender that becomes a party hereto pursuant to an Assignment and Assumption, as of the effective date of the Assignment and Assumption, payable to such Lender (and, for avoidance of doubt, its registered assigns) in a principal amount equal to its Maximum Credit Amount as in effect on such date, and otherwise duly completed. Upon request from a Lender, in the event that any such Lender's Maximum Credit Amount increases or decreases for any reason (whether pursuant to Section 2.06, Section 12.04(b) or otherwise), the Borrower shall deliver or cause to be delivered on the effective date of such increase or decrease, a new Note payable to such Lender (and, for avoidance of doubt, its registered assigns) in a principal amount equal to its Maximum Credit Amount after giving effect to such increase or decrease, and otherwise duly completed. The date, amount, Type, interest rate and, if applicable, Interest Period of each Loan made by each Lender, and all payments made on account of the principal thereof, may be recorded by such Lender on its books for its Note, and, prior to any transfer, may be recorded by such Lender on a schedule attached to such Note or any continuation thereof or on any separate record maintained by such Lender; provided that the failure to make any such notation or to attach a schedule shall not affect any Lender's or the Borrower's rights or obligations in respect of such Loans or affect the validity of such transfer by any Lender of its Note.

Section 2.03 Requests for Borrowings. To request a Borrowing, the Borrower shall notify the Administrative Agent of such request by telephone (a) in the case of a Term SOFR Borrowing, not later than 11:00 a.m. three (3) Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing or Daily Simple SOFR Borrowing, on the date of the proposed Borrowing; provided that no such notice shall be required for any deemed request of an ABR Borrowing to finance the reimbursement of an LC Disbursement as provided in Section 2.09(e). Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or electronic communication to the Administrative Agent of a written Borrowing Request in substantially the form of Exhibit B and signed by the Borrower (or other communication in writing acceptable to the Administrative Agent). Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

(i) the aggregate amount of the requested Borrowing;

(ii) the date of such Borrowing, which shall be a Business Day;

(iii) whether such Borrowing is to be an ABR Borrowing, a Daily Simple SOFR Borrowing or a Term SOFR Borrowing;

(iv) in the case of a Term SOFR Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period"; and

(v) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.05.

Without in any way limiting the obligation of the Borrower to confirm in writing any telephonic notice permitted to be given hereunder, the Administrative Agent may act prior to receipt of written confirmation without liability upon the basis of such telephonic notice believed by the Administrative Agent in good faith to be from an Authorized Officer of the Borrower entitled to give telephonic notices under this Agreement on behalf of the Borrower. In each such case, the Administrative Agent's record of the terms of such telephonic notice shall be conclusive absent manifest error. If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be a Daily Simple SOFR Borrowing. If no election is specified as to whether a SOFR Borrowing is to be a Term SOFR Loan or Daily Simple SOFR Loan, then the requested Borrowing shall be a Daily Simple SOFR Loan. If no Interest Period is specified with respect to any requested Term SOFR Loan, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section 2.03, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

Each Borrowing Request shall constitute a representation that the amount of the requested Borrowing shall not cause the total Revolving Credit Exposures to exceed the total Commitments (i.e., the lesser of the Aggregate Maximum Credit Amounts and the then effective Borrowing Base) on the date of such Borrowing.

Section 2.04 Interest Elections.

(a) Conversion and Continuance. Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request unless otherwise precluded by the terms hereof and, if a Term SOFR Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Term SOFR Borrowing, may elect Interest Periods therefor, all as provided in this Section 2.04. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section 2.04 shall not apply to Swing Line Loans which may not be converted or continued.

(b) Interest Election Requests. To make an election pursuant to this Section 2.04, the Borrower shall notify the Administrative Agent of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or electronic communication to the Administrative Agent of a written Interest Election Request signed by the Borrower.

(c) Information in Interest Election Requests. Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to Section 2.04(c)(iii) and Section 2.04(c)(iv) shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing, a Daily Simple SOFR Borrowing or a Term SOFR Borrowing; and

(iv) if the resulting Borrowing is a Term SOFR Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Term SOFR Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Notice to Lenders by the Administrative Agent. Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) Effect of Failure to Deliver Timely Interest Election Request and Events of Default and Borrowing Base Deficiencies on Interest Election. If the Borrower fails to deliver a timely Interest Election Request with respect to a Term SOFR Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to a Term SOFR Borrowing with a one month Interest Period. Notwithstanding any contrary provision hereof, if (i) a Borrowing Base Deficiency has occurred and is continuing, no outstanding Borrowing may be converted to or continued as a Term SOFR Borrowing with an Interest Period longer than one month (and any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Term SOFR Borrowing shall be deemed to request an Interest Period of one month) and (ii) an Event of Default has occurred and is continuing, no outstanding Borrowing may be converted to or continued as a Term SOFR Borrowing (and any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Term SOFR Borrowing shall be ineffective) and, unless repaid, each Term SOFR Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

Section 2.05 Funding of Borrowings.

(a) Funding by Lenders. Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 12:00 noon to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders; provided that Swing Line Loans shall be made as provided in Section 2.11. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an account of the Borrower maintained with the Administrative Agent and designated by the Borrower in the applicable Borrowing Request; provided that ABR Loans made to finance the reimbursement of an LC Disbursement as provided in Section 2.09(e) shall be remitted by the Administrative Agent to the applicable Issuing Bank. Nothing herein shall be deemed to obligate any Lender to obtain the funds for its Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for its Loan in any particular place or manner.

(b) Presumption of Funding by the Lenders. Unless the Administrative Agent shall have received notice from a Lender prior to 10:00 a.m. on the proposed date of any 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 Section 2.05(a) 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 forthwith on 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 (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

Section 2.06 Termination and Reduction of Aggregate Maximum Credit Amounts.

(a) Scheduled Termination of Commitments. Unless previously terminated, the Commitments shall terminate on the Maturity Date. If at any time the Aggregate Maximum Credit Amounts are terminated or reduced to zero, then the Commitments shall terminate on the effective date of such termination or reduction.

(b) Optional Termination and Reduction of Aggregate Credit Amounts.

(i) The Borrower may at any time terminate, or from time to time reduce, the Aggregate Maximum Credit Amounts; provided that (A) each reduction of the Aggregate Maximum Credit Amounts shall be in an amount that is an integral multiple of $1,000,000 and not less than $5,000,000 and (B) the Borrower shall not terminate or reduce the Aggregate Maximum Credit Amounts if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 3.04(b), the total Revolving Credit Exposures would exceed the total Commitments.

(ii) The Borrower shall notify the Administrative Agent of any election to terminate or reduce the Aggregate Maximum Credit Amounts under Section 2.06(b)(i) at least three (3) Business Days prior to the effective date of such termination or reduction (or such shorter time as the Administrative Agent may agree) in writing, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section 2.06(b)(ii) shall be irrevocable; provided that a notice of termination of the Aggregate Maximum Credit Amounts delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit or debt facilities or the consummation of a Material Acquisition or Material Disposition or an issuance of Equity Interests, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Aggregate Maximum Credit Amounts shall be permanent and may not be reinstated. Each reduction of the Aggregate Maximum Credit Amounts shall be made ratably among the Lenders in accordance with each Lender's Applicable Percentage.

Section 2.07 Borrowing Base.

(a) Borrowing Base. For the period from and including the Closing Date to but excluding the next Redetermination Date, the Borrowing Base shall be $300,000,000. Notwithstanding the foregoing, the Borrowing Base may be subject to further adjustments from time to time pursuant to the Borrowing Base Adjustment Provisions.

(b) Scheduled and Interim Redeterminations. The Borrowing Base shall be redetermined semi-annually in accordance with this Section 2.07 (each such redetermination, a "Scheduled Redetermination"), and, subject to Section 2.07(d), such redetermined Borrowing Base shall become effective and applicable to the Borrower, the Administrative Agent, the Issuing Bank(s) and the Lenders on May 1st and November 1st of each year (or as soon as possible thereafter as contemplated by Section 2.07(d)(i)) commencing November 1, 2022. The (i) Borrower may, by notifying the Administrative Agent thereof, (A) one time between each Scheduled Redetermination, or (B) upon the acquisition or disposition of Oil and Gas Properties that have a Fair Market Value (in the instance of an acquisition) or a Borrowing Base value (in the instance of a divestiture) equal to or greater than 5% of the then effective Borrowing Base, elect to cause the Borrowing Base to be redetermined in accordance with this Section 2.07 and (ii) Administrative Agent, at the direction of the Required Lenders shall, by notifying the Borrower thereof, one-time between each Scheduled Redetermination elect to cause the Borrowing Base to be redetermined (each such redetermination, an "Interim Redetermination") in accordance with this Section 2.07.

(c) Scheduled and Interim Redetermination Procedure.

(i) Each Scheduled Redetermination and each Interim Redetermination shall be effectuated as follows: upon receipt by the Administrative Agent of (A) the Reserve Report for such redetermination and the related Reserve Report Certificate (unless waived by the Administrative Agent in the case of an Interim Redetermination) and (B) such other reports, data and supplemental information, including the information provided pursuant to Section 8.11(c), as may, from time to time, be reasonably requested by the Administrative Agent or a Lender (the Reserve Report, such Reserve Report Certificate and such other reports, data and supplemental information being the "Engineering Reports"), the Administrative Agent in its sole discretion shall evaluate the information contained in the Engineering Reports and shall propose a new Borrowing Base (the "Proposed Borrowing Base") in good faith based upon such information and such other information (including the status of title information with respect to the Oil and Gas Properties as described in the Engineering Reports and the existence of any other Indebtedness) as the Administrative Agent deems appropriate in its sole discretion and consistent with its oil and gas lending criteria as it exists at the particular time. In no event shall the Proposed Borrowing Base exceed the Aggregate Maximum Credit Amounts.

(ii) The Administrative Agent shall thereafter notify the Borrower and the Lenders of the Proposed Borrowing Base (the "Proposed Borrowing Base Notice"):

(A) in the case of a Scheduled Redetermination (1) if the Administrative Agent shall have received the Engineering Reports required to be delivered by the Borrower pursuant to Section 8.11(a) and Section 8.11(c) in a timely and complete manner, then before or on March 15th or September 15th, as the case may be, of such year following the date of delivery or (2) if the Administrative Agent shall not have received the Engineering Reports required to be delivered by the Borrower pursuant to Section 8.11(a) and Section 8.11(c) in a timely and complete manner, then promptly after the Administrative Agent has received complete Engineering Reports from the Borrower and has had a reasonable opportunity to determine the Proposed Borrowing Base in accordance with Section 2.07(c)(i); and

(B) in the case of an Interim Redetermination, promptly, and in any event, in the case of a Borrower requested Interim Redetermination within fifteen (15) days after the Administrative Agent has received the required Engineering Reports (or such later date to which the Borrower and the Administrative Agent agree).

(iii) Subject to Section 2.10(b) and Section 12.02(b)(ii) with respect to any Defaulting Lender, any Proposed Borrowing Base that would (A) increase the Borrowing Base then in effect must be approved by all Lenders as provided in this Section 2.07(c)(iii) and (B) decrease or maintain the Borrowing Base then in effect must be approved by the Required Lenders as provided in this Section 2.07(c)(iii). Upon receipt of the Proposed Borrowing Base Notice, each Lender shall have fifteen (15) days (or such shorter period as the Administrative Agent may permit) to agree with the Proposed Borrowing Base or disagree with the Proposed Borrowing Base by proposing an alternate Borrowing Base. If, at the end of such 15-day period (or such shorter period as the Administrative Agent may permit), all of the Lenders, in the case of a Proposed Borrowing Base that would increase the Borrowing Base then in effect, or the Required Lenders, in the case of a Proposed Borrowing Base that would decrease or maintain the Borrowing Base then in effect, have approved, as aforesaid, then the Proposed Borrowing Base shall become the new Borrowing Base, effective on the date specified in Section 2.07(d). If, however, at the end of such 15-day period (or such shorter period as the Administrative Agent may permit), all of the Lenders or the Required Lenders, as applicable, have not approved the Proposed Borrowing Base, as aforesaid, then the Administrative Agent shall poll the Lenders to ascertain the highest Borrowing Base then acceptable to a number of Lenders sufficient to constitute the Required Lenders and, so long as such amount does not increase the Borrowing Base then in effect, such amount shall become the new Borrowing Base, effective on the date specified in Section 2.07(d) (provided that, if the Administrative Agent shall have polled the Lenders and ascertained that the highest Borrowing Base then acceptable to all of the Lenders increases the Borrowing Base then in effect, such amount shall become the new Borrowing Base, effective on the date specified in Section 2.07(d)).

(d) Effectiveness of a Redetermined Borrowing Base. After a redetermined Borrowing Base is approved by all of the Lenders or the Required Lenders (subject to Section 2.10(b) and Section 12.02(b)(ii) with respect to any Defaulting Lender), as applicable, pursuant to Section 2.07(c)(iii), the Administrative Agent shall notify the Borrower and the Lenders of the amount of the redetermined Borrowing Base (such notice, the "New Borrowing Base Notice") and such amount shall become the new Borrowing Base effective and applicable to the Borrower, the Administrative Agent, the Issuing Bank(s) and the Lenders:

(i) in the case of a Scheduled Redetermination, (A) if the Administrative Agent shall have received the Engineering Reports required to be delivered by the Borrower pursuant to Section 8.11(a) and Section 8.11(c) in a timely and complete manner, then on May 1st or November 1st of each year, as applicable, following such notice or as soon as possible thereafter, pursuant to the procedures set forth in Section 2.07(c)(iii), or (B) if the Administrative Agent shall not have received the Engineering Reports required to be delivered by the Borrower pursuant to Section 8.11(a) and Section 8.11(c) in a timely and complete manner, then on the Business Day next succeeding delivery of such New Borrowing Base Notice; and

(ii) in the case of an Interim Redetermination, on the Business Day next succeeding delivery of such New Borrowing Base Notice.

Such amount shall then become the Borrowing Base until the next Scheduled Redetermination Date, the next Interim Redetermination Date or the next adjustment to the Borrowing Base pursuant to the Borrowing Base Adjustment Provisions, whichever occurs first. Notwithstanding the foregoing, no Scheduled Redetermination or Interim Redetermination shall become effective until the New Borrowing Base Notice related thereto is received by the Borrower.

Section 2.08 Borrowing Base Adjustment Provisions.

(a) Reduction of Borrowing Base Upon Asset Dispositions and Termination of Swap Positions. If the Borrower or one of the other Group Members Disposes of Oil and Gas Properties constituting Proved Reserves (but excluding (1) any Disposition to a Loan Party or from a non-Loan Party to a non-Loan Party or (2) any Dispositions in connection with an ABS Transaction, in each case, subject to prior written notice) or any Equity Interests in any Person owning Oil and Gas Properties constituting Proved Reserves (but excluding (1) any Disposition to a Loan Party or from a non-Loan Party to a non-Loan Party or (2) any Dispositions in connection with an ABS Transaction, in each case, subject to prior written notice), or Unwinds Swap Agreements and (i) the Borrowing Base Value attributable to such Disposed of Oil and Gas Property (or the Oil and Gas Properties owned by any Group Member whose Equity Interests were sold) plus (ii) the Borrowing Base Value attributable to such Unwound Swap Agreements, since the later of (x) the last Redetermination Date and (y) the last adjustment of the Borrowing Base pursuant to this Section 2.08(a) is in excess of five percent (5%) of the Borrowing Base as then in effect (as reasonably determined by the Administrative Agent), individually or in the aggregate, then the Borrowing Base will be automatically reduced by an amount equal to the Borrowing Base Value attributable to such Oil and Gas Properties (or such Oil and Gas Properties owned by any Group Member whose Equity Interests were sold) or such Unwound Swap Agreement in the current Borrowing Base; provided that the Administrative Agent shall promptly inform the Borrower of the amount of the adjusted Borrowing Base. For the purposes of this Section 2.08(a), a Disposition of Oil and Gas Properties shall be deemed to include the designation of a Restricted Subsidiary owning Oil and Gas Properties constituting Proved Reserves as an Unrestricted Subsidiary and the Disposition of Oil and Gas Properties, or Equity Interests in any Person owning Oil and Gas Properties constituting Proved Reserves, to an Unrestricted Subsidiary.

(b) Reduction of Borrowing Base Related to Title. Pursuant to Section 8.12(c), if the Administrative Agent or Required Lenders have adjusted the Borrowing Base, so that, after giving effect to such reduction, the Borrower will satisfy the requirements of Section 8.12(c), the Administrative Agent shall promptly notify the Borrower in writing and, upon receipt of such notice, the new Borrowing Base will simultaneously become effective.

(c) Reduction of Borrowing Base Upon Incurrence of Permitted Unsecured Debt. Upon the issuance or incurrence of any Permitted Unsecured Debt or Permitted Refinancing Indebtedness in an aggregate principal amount in excess of the Refinanced Indebtedness, the Borrowing Base then in effect shall be automatically reduced by an amount equal to the product of 0.25 multiplied by the stated principal amount of such Permitted Unsecured Debt or, with respect to such Permitted Refinancing Indebtedness, the extent the aggregate principal amount of such Indebtedness exceeds the Refinanced Indebtedness, as applicable, without regard to any original issue discount, and the Borrowing Base as so reduced shall become the new Borrowing Base on the Business Day of such issuance or incurrence.

(d) Reduction of Borrowing Base in Connection with an ABS Transaction. Upon the closing of an ABS Transaction, the Borrowing Base will be automatically reduced by an amount equal to the Borrowing Base Value attributable to the Borrowing Base Properties (or such Borrowing Base Properties owned by any Group Member whose Equity Interests were sold) transferred in connection with such ABS Transaction in the current Borrowing Base.

Section 2.09 Letters of Credit.

(a) General. Subject to the terms and conditions set forth herein, the Borrower may request the issuance of dollar denominated Letters of Credit for its own account or for the account of any other Loan Party, in a form reasonably acceptable to the Administrative Agent and the applicable Issuing Bank, at any time and from time to time during the period from the Closing Date until the day which is five (5) Business Days prior to the Maturity Date; provided that, in addition to the conditions set forth in Section 6.02, the Borrower may not request the issuance, amendment, renewal or extension of Letters of Credit hereunder if (i) the LC Exposure would exceed the LC Commitment or (ii) the total Revolving Credit Exposures would exceed the aggregate Commitments of the Lenders (i.e., the lesser of the Aggregate Maximum Credit Amounts and the then effective Borrowing Base) (collectively, the "LC Availability Requirements"). In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any Letter of Credit Agreement, the terms and conditions of this Agreement shall control. Notwithstanding anything to the contrary in the foregoing, the Existing Letters of Credit shall be deemed to have been issued hereunder as "Letters of Credit".

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Borrower shall hand deliver or transmit by electronic communication, if arrangements for doing so have been approved by the applicable Issuing Bank to the Issuing Bank and the Administrative Agent (not less than three (3) Business Days in advance of the requested date of issuance, amendment, renewal or extension) a notice:

(i) requesting the issuance of a Letter of Credit or identifying the Letter of Credit to be amended, renewed or extended;

(ii) specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day);

(iii) specifying the date on which such Letter of Credit is to expire (which shall comply with Section 2.09(c));

(iv) specifying the amount of such Letter of Credit;

(v) specifying the Permitted L/C Party for whom such Letter of Credit is to be issued; and

(vi) specifying the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit.

Each notice shall constitute a representation that, after giving effect to the requested issuance, amendment, renewal or extension, as applicable, the LC Availability Requirements will be satisfied on the date of such issuance, amendment, renewal or extension.

If requested by the applicable Issuing Bank, the Borrower also shall submit a letter of credit application on the Issuing Bank's standard form in connection with any request for a Letter of Credit.

(c) Expiration Date. Each Letter of Credit shall expire (or be subject to termination by notice from the Issuing Bank to the beneficiary thereof) at or prior to the close of business on the earlier of (A) the date that is one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension of a Letter of Credit, one year after such renewal or extension), and (B) the date that is five Business Days prior to the Maturity Date.

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the applicable Issuing Bank or the Lenders, such Issuing Bank hereby grants to each Lender, and each Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of such Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by such Issuing Bank and not reimbursed by the Borrower on the date due as provided in Section 2.09(e), or of any reimbursement payment required to be refunded to the Borrower for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this Section 2.09(d) in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default, the existence of a Borrowing Base Deficiency or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Reimbursement. If an Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement not later than 12:00 noon on the date that such LC Disbursement is made, if the Borrower shall have received notice of such LC Disbursement prior to 10:00 a.m. on such date, or, if such notice has not been received by the Borrower prior to such time on such date, then not later than 12:00 noon on the Business Day immediately following the day that the Borrower receives such notice, if such notice is not received prior to such time on the day of receipt; provided that, unless the Borrower has notified the relevant Issuing Bank and Administrative Agent that it will, and does, reimburse such LC Disbursement by the required date and time, the Borrower shall, subject to the satisfaction of the conditions to Borrowing set forth in Section 6.02, be deemed to have requested, and the Borrower does hereby request under such circumstances, that such payment be financed with an ABR Borrowing in an equivalent amount and, to the extent so financed, the Borrower's obligation to make such payment shall be discharged and replaced by the resulting ABR Borrowing. If the Borrower fails to make such payment in respect of any LC Disbursement when due, the Administrative Agent shall notify each Lender of the applicable LC Disbursement, the payment then due from the Borrower in respect thereof and such Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Lender shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the Borrower, in the same manner as provided in Section 2.05 with respect to Loans made by such Lender (and Section 2.05 shall apply, *mutatis mutandis*, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the applicable Issuing Bank the amounts so received by it from the Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this Section 2.09(e), the Administrative Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that Lenders have made payments pursuant to this Section 2.09(e) to reimburse the applicable Issuing Bank, then to such Lenders and the Issuing Bank as their interests may appear. Any payment made by a Lender pursuant to this Section 2.09(e) to reimburse the Issuing Bank for any LC Disbursement (other than the funding of ABR Loans as contemplated above) shall not constitute a Loan and shall not relieve the Borrower of its obligation to reimburse such LC Disbursement.

(f) Obligations Absolute. The Borrower's obligation to reimburse LC Disbursements as provided in Section 2.09(e) shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit, any Letter of Credit Agreement or any other Loan Document, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by the Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit or any Letter of Credit Agreement, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section 2.09(f), constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder. Neither the Administrative Agent, the Lenders nor the Issuing Bank, nor any of their Related Parties shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the Issuing Bank; provided that the foregoing shall not be construed to excuse the Issuing Bank from liability to the Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable law) suffered by the Borrower that are caused by the Issuing Bank's failure to exercise due care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of the Issuing Bank (as finally determined by a court of competent jurisdiction), the Issuing Bank shall be deemed to have exercised all requisite care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. An Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. An Issuing Bank shall promptly notify the Administrative Agent and the Borrower by telephone (confirmed by electronic communication) of such demand for payment and whether the Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligation to reimburse the applicable Issuing Bank and the Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If an Issuing Bank shall make any LC Disbursement, then, until the Borrower shall have reimbursed such Issuing Bank for such LC Disbursement (either with its own funds or a Borrowing under Section 2.09(e)), the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrower reimburses such LC Disbursement, at the rate *per annum* then applicable to ABR Loans. Interest accrued pursuant to this Section 2.09(h) shall be for the account of such Issuing Bank, except that interest accrued on and after the date of payment by any Lender pursuant to Section 2.09(e) to reimburse such Issuing Bank shall be for the account of such Lender to the extent of such payment.

(i) Replacement of the Issuing Bank. An Issuing Bank may be replaced at any time by written agreement among the Borrower, the Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank. The Administrative Agent shall notify the Lenders of any such replacement of the Issuing Bank. At the time any such replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 3.05(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of the replaced Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Bank" shall also be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit. Subject to the appointment and acceptance of a successor Issuing Bank, any Issuing Bank may resign as an Issuing Bank at any time upon thirty (30) days prior written notice to the Administrative Agent, the Borrower and the Lenders, in which case, such Issuing Bank shall be replaced in accordance with this Section 2.09(i) above.

(j) Cash Collateralization. If (i) any Event of Default shall occur and be continuing and the Borrower receives notice from the Administrative Agent or the Majority Lenders demanding the deposit of Cash Collateral pursuant to this Section 2.09(j), (ii) the LC Exposure exceeds the LC Commitment at any time as a result of a reduction in the Borrowing Base, (iii) the Borrower is required to pay to the Administrative Agent the excess attributable to an LC Exposure in connection with any prepayment pursuant to Section 3.04(c) or (iv) the Borrower is required to Cash Collateralize a Defaulting Lender's LC Exposure pursuant to Section 2.10, then the Borrower shall deposit, in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders, an amount in cash equal to 103% of (A) in the case of an Event of Default, the LC Exposure (net of any Cash Collateral already held at the applicable time by the Administrative Agent with respect to such LC Exposure) and (B) in the case of the LC Exposure exceeding the LC Commitment, the amount of such excess, and (C) in the case of a payment required by Section 3.04(c), the amount of such excess as provided in Section 3.04(c), as of such date plus any accrued and unpaid interest thereon; provided that the obligation to deposit such Cash Collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower or any other Group Member described in Section 10.01(h) or Section 10.01(i). The Borrower hereby grants to the Administrative Agent, for the benefit of the Issuing Bank(s) and the Lenders, an exclusive first priority and continuing perfected security interest in and Lien on such account and all cash, checks, drafts, certificates and instruments, if any, from time to time deposited or held in such account, all deposits or wire transfers made thereto, any and all investments purchased with funds deposited in such account, all interest, dividends, cash, instruments, financial assets and other Property from time to time received, receivable or otherwise payable in respect of, or in exchange for, any or all of the foregoing, and all proceeds, products, accessions, rents, profits, income and benefits therefrom, and any substitutions and replacements therefor. The Borrower's obligation to deposit amounts pursuant to this Section 2.09(j) shall be absolute and unconditional, without regard to whether any beneficiary of any such Letter of Credit has attempted to draw down all or a portion of such amount under the terms of a Letter of Credit, and, to the fullest extent permitted by applicable law, shall not be subject to any defense or be affected by a right of set-off, counterclaim or recoupment which the Borrower or any of its Subsidiaries may now or hereafter have against any such beneficiary, the Issuing Bank(s), the Administrative Agent, the Lenders or any other Person for any reason whatsoever. Such deposit shall be held as collateral securing the payment and performance of the Borrower's and the Guarantor's obligations under this Agreement and the other Loan Documents. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the applicable Issuing Bank(s) for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated, be applied to satisfy other obligations of the Borrower and the Guarantors under this Agreement or the other Loan Documents. If the Borrower is required to provide an amount of Cash Collateral hereunder as a result of the occurrence of an Event of Default, and the Borrower is not otherwise required to pay to the Administrative Agent the excess attributable to an LC Exposure in connection with any prepayment pursuant to Section 3.04(c), then such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three (3) Business Days after all Events of Default have been cured or waived.

(k) Letters of Credit Issued for Permitted L/C Parties. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, is for the account of, or the applicant therefor is, a Permitted L/C Party other than the Borrower, the Borrower shall be obligated to reimburse the applicable Issuing Bank hereunder for any and all drawings under such Letter of Credit. The Borrower hereby acknowledges that the issuance of Letters of Credit for the account, or upon the application, of Permitted L/C Parties other than the Borrower inures to the benefit of the Borrower, and that the Borrower's business derives substantial benefits from the businesses of such Permitted L/C Parties.

Section 2.10 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) Commitment Fees. Commitment fees shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Lender pursuant to Section 3.05(a).

(b) Waivers and Amendments. The Maximum Credit Amount and the principal amount of the Loans and participation interests in Letters of Credit and Swing Line Loans of the Defaulting Lenders (if any) shall not be included in determining whether the Majority Lenders or Required Lenders, as applicable, have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 12.02); provided that, without prejudice to the terms of Section 12.02, this clause (b) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification requiring the consent of such Lender or each Lender adversely affected thereby.

(c) if any Swing Line Exposure or LC Exposure exists at the time such Lender becomes a Defaulting Lender then:

(i) all or any part of the Swing Line Exposure and LC Exposure of such Defaulting Lender (other than the portion of such Swing Line Exposure referred to in clause (b) of the definition of such term) shall be reallocated among the non-Defaulting Lenders in accordance with their respective Applicable Percentage but only to the extent the sum of all non-Defaulting Lenders' Revolving Credit Exposure plus such Defaulting Lender's LC Exposure does not exceed the total of all non-Defaulting Lenders' Commitments;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within one Business Day following notice by the Administrative Agent (A) first prepay such Swing Line Exposure and (B) second Cash Collateralize for the benefit of the Issuing Bank only the Borrower's obligations corresponding to such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.09(j) for so long as such LC Exposure is outstanding;

(iii) if the Borrower Cash Collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to clause (ii) above, the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 3.05(b) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is Cash Collateralized;

(iv) if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Section 3.05(a) and Section 3.05(b) shall be adjusted in accordance with such non-Defaulting Lenders' Applicable Percentage; and

(v) if all or any portion of such Defaulting Lender's LC Exposure is neither reallocated nor Cash Collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of the Issuing Bank or any other Lender hereunder, all fees payable under Section 3.05(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the Issuing Bank until and to the extent that such LC Exposure is reallocated and/or Cash Collateralized.

(d) So long as such Lender is a Defaulting Lender, the Swing Line Lender shall not be required to fund any Swing Line Loans and the Issuing Bank shall not be required to issue, extend, renew or increase any Letter of Credit, unless it is satisfied that the related exposure and the Defaulting Lender's then outstanding LC Exposure will be 100% covered by the Commitments of the non-Defaulting Lenders and/or Cash Collateral will be provided by the Borrower in accordance with Section 2.10(c), and participating interests in any newly made Swing Line Loans and any newly issued, extended, renewed or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.10(c)(i) (and such Defaulting Lender shall not participate therein).

(e) New Swing Line Loans and Letters of Credit. If (i) a Bankruptcy Event or a Bail-In Action with respect to a Lender Parent of any Lender shall occur following the date hereof and for so long as such event shall continue or (ii) the Swing Line Lender or any Issuing Bank has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, the Swing Line Lender shall not be required to fund any Swing Line Loan and the Issuing Bank shall not be required to issue, extend, renew or increase any Letter of Credit, unless the Swing Line Lender or Issuing Bank, as the case may be, shall have entered into arrangements with the Borrower or such Lender, satisfactory to the Swing Line Lender or Issuing Bank, as applicable, to defease any risk to it in respect of such Lender hereunder.

(f) Defaulting Lender Cure. In the event that the Administrative Agent, the Borrower, the Swing Line Lender and the Issuing Bank each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swing Line Exposure and LC Exposure of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date such Lender shall purchase at par such of the Loans of the other Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Applicable Percentage.

Section 2.11 Swing Line Loans.

(a) Subject to the terms and conditions set forth herein, from time to time during the Availability Period, the Swing Line Lender agrees to make Swing Line Loans to the Borrower in an aggregate principal amount at any time outstanding that will not result in (i) the aggregate principal amount of outstanding Swing Line Loans exceeding the Swing Line Commitment or (ii) the sum of the Revolving Credit Exposures exceeding the total Commitments; provided that a Swing Line Lender shall not be required to make a Swing Line Loan to refinance an outstanding Swing Line Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Swing Line Loans.

(b) To request a Swing Line Loan, the Borrower shall submit a written notice to the Administrative Agent by telecopy or electronic mail not later than 11:00 a.m., on the day of a proposed Swing Line Loan. Each such notice shall be in a form approved by the Administrative Agent, shall be irrevocable and shall specify (i) the requested date (which shall be a Business Day) and (ii) amount of the requested Swing Line Loan. The Administrative Agent will promptly advise the Swing Line Lender of any such notice received from the Borrower. The Swing Line Lender shall make the requested Swing Line Loan available to the Borrower by means of a credit to an account of the Borrower with the Administrative Agent designated for such purpose by 3:00 p.m., on the requested date of such Swing Line Loan.

(c) The Swing Line Lender may by written notice given to the Administrative Agent require the Lenders to acquire participations in all or a portion of its Swing Line Loans outstanding. Such notice shall specify the aggregate amount of Swing Line Loans in which Lenders will participate. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each Lender, specifying in such notice such Lender's Applicable Percentage of such Swing Line Loans. Each Lender hereby absolutely and unconditionally agrees, promptly upon receipt of such notice from the Administrative Agent (and in any event, if such notice is received by 12:00 noon on a Business Day no later than 5:00 p.m. on such Business Day and if received after 12:00 noon on a Business Day shall mean no later than 10:00 a.m. on the immediately succeeding Business Day), to pay to the Administrative Agent, for the account of such Swing Line Lenders, such Lender's Applicable Percentage of such Swing Line Loans. Each Lender acknowledges and agrees that its obligation to acquire participations in Swing Line Loans pursuant to this Section 2.11(c) is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Lender shall comply with its obligation under this Section 2.11(c) by wire transfer of immediately available funds, in the same manner as provided in Section 2.05 with respect to Loans made by such Lender (and Section 2.05 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the Swing Line Lender the amounts so received by it from the Lenders. The Administrative Agent shall notify the Borrower of any participations in any Swing Line Loan acquired pursuant to this Section 2.11(c), and thereafter payments in respect of such Swing Line Loan shall be made to the Administrative Agent and not to the Swing Line Lender. Any amounts received by the Swing Line Lender from the Borrower (or other party on behalf of the Borrower) in respect of a Swing Line Loan after receipt by the Swing Line Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent; any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the Lenders that shall have made their payments pursuant to this Section 2.11(c) and to the Swing Line Lenders, as its interests may appear; provided that any such payment so remitted shall be repaid to the Swing Line Lender or to the Administrative Agent, as applicable, if and to the extent such payment is required to be refunded to the Borrower for any reason. The purchase of participations in a Swing Line Loan pursuant to this Section 2.11(c) shall not relieve the Borrower of any default in the payment thereof.

(d) The Swing Line Lender may be replaced at any time by written agreement among the Borrower, the Administrative Agent, the Swing Line Lender and the successor Swing Line Lender. The Administrative Agent shall notify the Lenders of any such replacement of the Swing Line Lender. At the time any such replacement shall become effective, the Borrower shall pay all unpaid interest accrued for the account of the replaced Swing Line Lender pursuant to Section 3.02(d). From and after the effective date of any such replacement, (i) the successor Swing Line Lender shall have all the rights and obligations of the replaced Swing Line Lender under this Agreement with respect to Swing Line Loans made thereafter and (ii) references herein to the term "Swing Line Lender" shall be deemed to refer to such successor or to any previous Swing Line Lender. After the replacement of the Swing Line Lender hereunder, the replaced Swing Line Lender shall remain a party hereto and shall continue to have all the rights and obligations of a Swing Line Lender under this Agreement with respect to Swing Line Loans made by it prior to its replacement, but shall not be required to make additional Swing Line Loans.

(e) Subject to the appointment and acceptance of a successor Swing Line Lender, the Swing Line Lender may resign as a Swing Line Lender at any time upon thirty days' prior written notice to the Administrative Agent, the Borrower and the Lenders, in which case, the Swing Line Lender shall be replaced in accordance with Section 2.11(d) above.

Section 2.12 Loans and Borrowings Under Existing Credit Agreement. On the Closing Date:(a) the Existing Borrower irrevocably assigns, transfers and conveys all of its rights, duties, liabilities and obligations under the Existing Credit Agreement and the Existing Loan Documents to which it is a party to the Borrower and the Borrower hereby irrevocably accepts such assignment from the Existing Borrower. As of the Closing Date, the Borrower (i) agrees to be bound by all of the terms, conditions, and provisions of, (ii) assumes all of the rights, duties, liabilities and obligations of the Existing Borrower under, and (iii) promises to keep and perform all covenants, terms, provisions and agreements of the Existing Borrower under the Existing Credit Agreement and the Existing Loan Documents, in each case as amended and restated (and to the extent not superseded) in connection with the transactions contemplated hereby;

(b) it is the intention of the Borrower, the Administrative Agent and the Lenders, and such parties hereby agree, from and after the Closing Date, this Agreement supersedes and replaces the Existing Credit Agreement in its entirety, and that (i) such amendment and restatement shall operate to renew, amend, and modify the rights and obligations of the parties under the Existing Credit Agreement as provided herein, but shall not act as a novation thereof, and (ii) the "Liens" (as defined in the Existing Loan Documents) securing the "Secured Obligations" (as defined in the Existing Credit Agreement) and the rights, duties, liabilities, and obligations of each Loan Party under the Existing Loan Documents to which it is a party shall not be extinguished but shall be carried forward and shall secure such obligations as renewed, amended, restated, and modified hereby unless such liens and security interests have otherwise been terminated in accordance with the provisions of Section 12.21 hereof. The parties hereto each hereby consent to the amendments to, and amendment and restatement of, the Existing Credit Agreement in the form of this Agreement;

(c) the Existing Credit Agreement was amended and restated in its entirety in the form of this Agreement. The parties hereto acknowledge and agree that (i) this Agreement and the other Loan Documents, whether executed and delivered in connection herewith or otherwise, do not constitute a novation, payment or reborrowing, or termination of the "Secured Obligations" (as such term is defined in the Existing Credit Agreement) and (ii) such "Secured Obligations" are in all respects continuing (as amended and restated hereby) as part of the Secured Obligations under this Agreement with only the terms thereof being modified as provided herein. Each reference to the "Credit Agreement" in any Existing Loan Document shall be deemed to be a reference to this Agreement as amended in the form hereof;

(d) each "ABR Loan", "Daily Simple SOFR Loan", or "Term SOFR Loan" outstanding under the Existing Credit Agreement (as such terms are defined therein) shall be deemed to be continued as an ABR Loan, Daily Simple SOFR Loan or Term SOFR Loan, as applicable, under this Agreement and not as a novation;

(e) any letters of credit outstanding under the Existing Credit Agreement shall be deemed issued under this Agreement; and

(f) the Existing Credit Agreement and the commitments thereunder shall be superseded by this Agreement.

It is the intent of the parties hereto that this Agreement not constitute a novation of the obligations and liabilities existing under the Existing Credit Agreement or evidence repayment of any such obligations and liabilities and that this Agreement amend and restate in its entirety the Existing Credit Agreement and re-evidence the obligations of the Existing Borrower outstanding thereunder as obligations of the Borrower hereunder. Except as otherwise provided in Section 12.21 and to the extent not amended and restated as of the Closing Date, the Existing Loan Documents executed in connection with the Existing Credit Agreement and in effect prior to the Closing Date shall continue in full force and effect, are hereby ratified, reaffirmed and confirmed in all respects, and shall, for the avoidance of doubt, constitute "Loan Documents" under this Agreement. The terms of the Loan Documents that correspond to the Existing Loan Documents that have been amended and restated as of the Closing Date shall govern for any period occurring on or after the Closing Date, and the terms of such Existing Loan Documents prior to their amendment and restatement shall govern for any period beginning before the Closing Date and ending on the day immediately preceding the Closing Date. In furtherance of the foregoing, (i) each reference in any Loan Document to the "Credit Agreement", any other Loan Document that is being amended and restated as of the Closing Date, "thereunder", "thereof" or words of like import, is hereby amended, mutatis mutandis, as applicable in the context, to be a reference to, and shall thereafter mean, this Agreement or such other amended and restated Loan Document, as applicable in the context (as each may be amended, modified or supplemented and in effect from time to time) and (ii) the definition of any term defined in any Loan Document by reference to the terms defined in the "Credit Agreement" or any other Loan Document that is being amended and restated as of the Closing Date is hereby amended to be defined by reference to the defined term in this Agreement or such other amended and restated Loan Document, as applicable (as each may be amended, modified or supplemented and in effect from time to time).

Section 2.13 Sustainability Adjustments.

(a) Following the date on which the Borrower provides a Sustainability Certificate in respect of the most recently ended Fiscal Year, commencing with the Fiscal Year ending December 31, 2022, the Applicable Margin for SOFR Loans in basis points and the Applicable Margin for ABR Loans in basis points otherwise then applicable in accordance with the pricing grid set forth in the definition of Applicable Margin in Section 1.1 each shall be increased or decreased (or neither increased nor decreased), as applicable, pursuant to the Sustainability Rate Adjustment as set forth in such Sustainability Certificate. For purposes of the foregoing, (A) the Sustainability Rate Adjustment shall be determined as of the fifth (5th) Business Day following receipt by the Administrative Agent of a Sustainability Certificate delivered pursuant to Section 8.01(u) based upon the Sustainability Linked Performance Targets set forth in such Sustainability Certificate and the calculations of the Applicable Margin for SOFR Rate Loans in basis points and the Applicable Margin for ABR Loans in basis points, as applicable, therein (such day, the "Sustainability Pricing Adjustment Date") and (B) each change in the Applicable Margin for SOFR Loans in basis points and the Applicable Margin for ABR Loans in basis points resulting from a Sustainability Certificate shall be effective during the period commencing on and including the applicable Sustainability Pricing Adjustment Date and ending on the date immediately preceding the next such Sustainability Pricing Adjustment Date (or, in the case of non-delivery of a Sustainability Certificate, the last day such Sustainability Certificate could have been delivered pursuant to the terms of Section 8.01(u)).

(b) For the avoidance of doubt, only one Sustainability Certificate may be delivered in respect of any Fiscal Year. It is further understood and agreed that the Applicable Margin for SOFR Loans in basis points and the Applicable Margin for ABR Loans in basis points will never be reduced or increased by more than 5 basis points, during any Fiscal Year. For the avoidance of doubt, any adjustment to the Applicable Margin for SOFR Loans in basis points and the Applicable Margin for ABR Loans in basis points by reason of meeting one or several Sustainability Linked Performance Targets in any year shall not be cumulative year-over-year. Each applicable adjustment shall only apply until the date on which the next adjustment is due to take place.

(c) [***]

(d) If (i)(A) the Borrower or the Lead Sustainability Structuring Agent becomes aware of any material inaccuracy in the Sustainability Rate Adjustment or the Sustainability Linked Performance Targets as reported in a Sustainability Certificate (any such material inaccuracy, a "Sustainability Certificate Inaccuracy") and, in the case of the Lead Sustainability Structuring Agent, such Lead Sustainability Structuring Agent delivers, not later than ten (10) Business Days after obtaining knowledge thereof, a written notice to the Administrative Agent describing such Sustainability Certificate Inaccuracy in reasonable detail (which description shall be shared with each Lender and the Borrower), or (B) the Borrower and the Lead Sustainability Structuring Agent agree that there was a Sustainability Certificate Inaccuracy at the time of delivery of a Sustainability Certificate, (ii) a proper calculation of the Sustainability Rate Adjustment or the Sustainability Linked Performance Targets would have resulted in an increase in the Applicable Margin for SOFR Loans in basis points and/or the Applicable Margin for ABR Loans in basis points for any period, the Borrower shall be obligated to pay to the Administrative Agent for the account of the applicable Lenders or the applicable Issuing Banks, as the case may be, promptly on demand by the Administrative Agent, but in any event within ten (10) Business Days after the Borrower has received written notice of, or has agreed in writing that there was, a Sustainability Certificate Inaccuracy, an amount equal to the excess of (1) the amount of interest that should have been paid for such period over (2) the amount of interest actually paid for such period and (iii) a proper calculation of the Sustainability Rate Adjustment or the Sustainability Linked Performance Targets would have resulted in a decrease in the Applicable Margin for SOFR Loans in basis points and/or the Applicable Margin for ABR Loans in basis points for any period, the Borrower shall receive a credit against subsequent interest payable in an amount equal to the excess of (1) the amount of interest actually paid for such period over (2) the amount of interest that should have been paid for such period.

(e) Notwithstanding anything set out in this Agreement to the contrary, none of: (i) the failure of the Borrower to publish or deliver a Sustainability Report or to deliver a Sustainability Certificate, respectively, or any Sustainability Certificate Inaccuracy in any of the foregoing, or (ii) or the failure of the Borrower to meet or satisfy any Sustainability Linked Performance Target set out in the "Sustainability Rate Adjustment" definition, shall be, or deemed to be, a Default or an Event of Default.

(f) Each party hereto hereby agrees that the Administrative Agent, the Lead Sustainability Structuring Agent and the Co-Sustainability Structuring Agent shall not have any responsibility for (or liability in respect of) reviewing, auditing or otherwise evaluating any calculation by the Borrower of any Sustainability Rate Adjustment (or any of the data or computations that are part of or related to any such calculation) set forth in any Sustainability Certificate (and the Administrative Agent may rely conclusively on any such certificate, without further inquiry).

(g) Notwithstanding anything to the contrary contained herein, if (i) a Significant Sustainability Event, a restatement of Scope 1 Emissions and Scope 2 Emissions factors, or any other extraordinary event beyond the Borrower's control occurs (each, a "Triggering Event") then (A) the Borrower or Lead Sustainability Structuring Agent shall provide prompt written notice to the other party and (B) the Borrower and the Lead Sustainability Structuring Agent (acting on a Majority Lenders consent) will update the applicable Sustainability Linked Performance Targets no later than 1 year following the occurrence of any such Triggering Event. If the Borrower and the Lead Sustainability Structuring Agent are unable to agree on the updated Sustainability Linked Performance Targets, the Applicable Margin shall apply without any increase or decrease due to the Sustainability Rate Adjustment for the impacted Sustainability Linked Performance Targets or (ii) a Material Transaction occurs and the [***] of the Borrower in connection with such Material Transaction would reasonably be expected to increase or decrease by 5% or more at the consummation of such Material Transaction then (A) the Borrower or Lead Sustainability Structuring Agent shall provide prompt written notice to the other party, (B) the Borrower may elect to exclude the impact of such Material Transaction on the Sustainability Linked Performance Targets for a period not exceeding 1 year, and (C) the Borrower and the Lead Sustainability Structuring Agent (acting on a Majority Lenders consent) will update the applicable Sustainability Linked Performance Targets no later than 1 year following the occurrence of any such Material Transaction. If the Borrower and the Lead Sustainability Structuring Agent (acting on the request of the Majority Lenders) are unable to agree on the updated Sustainability Linked Performance Targets, the Applicable Margin shall apply without any increase or decrease due to the Sustainability Rate Adjustment for the impacted Sustainability Linked Performance Targets.

ARTICLE III
PAYMENTS OF PRINCIPAL AND INTEREST; PREPAYMENTS; FEES

Section 3.01 Repayment of Loans. The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of (a) each Lender the then unpaid principal amount of each Loan on the Termination Date and (b) the Swing Line Lender the then unpaid principal amount of each Swing Line Loan on the earliest of (i) five (5) Business Days prior to the Maturity Date, (ii) the Termination Date and (iii) the twentieth (20^{th}) Business Day after such Swing Line Loan is made; provided that on each date that a Borrowing is made, the Borrower shall repay all Swing Line Loans then outstanding and the proceeds of any such Borrowing shall be applied by the Administrative Agent to repay any Swing Line Loans outstanding.

Section 3.02 Interest.

(a) ABR Loans. The Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Margin, but in no event to exceed the Highest Lawful Rate.

(b) Daily Simple SOFR Loans. The Loans comprising each Daily Simple SOFR Borrowing shall bear interest at Adjusted Daily Simple SOFR plus the Applicable Margin in effect from time to time, but in no event to exceed the Highest Lawful Rate.

(c) Term SOFR Loans. The Loans comprising each Term SOFR Borrowing shall bear interest at Adjusted Term SOFR plus the Applicable Margin in effect from time to time, but in no event to exceed the Highest Lawful Rate.

(d) Swing Line Loans. The Swing Line Loans shall bear interest at the Adjusted Daily Simple SOFR Rate plus the Applicable Margin in effect from time to time, but in no event to exceed the Highest Lawful Rate.

(e) Post-Default Rate. Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrower or any Guarantor hereunder or under any other Loan Document is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to two percent (2%) plus the rate applicable to ABR Loans as provided in Section 3.02(a), but in no event to exceed the Highest Lawful Rate.

(f) Interest Payment Dates. Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and on the Termination Date; provided that (i) interest accrued pursuant to Section 3.02(e) shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than an optional prepayment of an ABR Loan or Daily Simple SOFR Loan prior to the Termination Date), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Term SOFR Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(g) Interest Rate Computations. All computations of interest on SOFR Loans shall be made on the actual number of days elapsed over a year of 360 days. All computations of interest on ABR Loans shall be made on the actual number of days elapsed over a year of 365 or 366 days, as applicable.

(h) Information as to Interest Rates. The Administrative Agent, upon determining the interest rate for any Borrowing, shall promptly notify the Borrower and the Lenders thereof. Any changes in the Applicable Margin shall be determined by the Administrative Agent in accordance with the provisions set forth in the definition of "Applicable Margin" and the Administrative Agent will promptly provide notice of such determinations to the Borrower and the Lenders. Any such determination by the Administrative Agent shall be conclusive and binding absent manifest error.

Section 3.03 Inability to Determine Rates.

(a) Temporary Inability to Determine Rates. If (i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that Adjusted Daily Simple SOFR or Adjusted Term SOFR cannot be determined pursuant to the definitions thereof or (ii) the Majority Lenders determine that for any reason in connection with any request for a SOFR Loan or a conversion thereto or a continuation thereof that Adjusted Daily Simple SOFR or Adjusted Term SOFR for any requested Interest Period with respect to a proposed SOFR Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, and the Majority Lenders have provided notice of such determination to the Administrative Agent, in each case of (i) and (ii), on or prior to the first day of any Interest Period, the Administrative Agent will promptly so notify the Borrower and each Lender. Upon notice thereof by the Administrative Agent to the Borrower, (A) any obligation of the Lenders to make or continue the applicable SOFR Loans or to convert ABR Loans to SOFR Loans shall be suspended (to the extent of the affected Interest Periods) until the Administrative Agent revokes such notice and (B) if such determination affects the calculation of the Alternate Base Rate, the Administrative Agent shall during the period of such suspension compute the Alternate Base Rate without reference to clause (c) of the definition of "Alternate Base Rate" until the Administrative Agent revokes such notice. Upon receipt of such notice, (1) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of any applicable SOFR Loans (to the extent of the affected SOFR Loans or affected Interest Periods) or, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR Loans in the amount specified therein and (2) any outstanding affected SOFR Loans will be deemed to have been converted into ABR Loans at the end of the applicable Interest Period. Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Section 5.02. If the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that "Adjusted Term SOFR" cannot be determined pursuant to the definition thereof on any given day, the interest rate on ABR Loans shall be determined by the Administrative Agent without reference to clause (c) of the definition of "Alternate Base Rate" until the Administrative Agent revokes such determination.

(b) Permanent Inability to Determine Rate; Benchmark Replacement.

(i) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Borrower may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment to all Lenders and the Borrower so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Majority Lenders. No replacement of the then-current Benchmark with a Benchmark Replacement pursuant to this Section 3.03(b)(i) will occur prior to the applicable Benchmark Transition Start Date. Unless and until a Benchmark Replacement is effective in accordance with this Section 3.03(b)(i), all Loans shall be converted into ABR Loans in accordance with the provisions of Section 3.03(a) above.

(ii) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(iii) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders of the implementation of any Benchmark Replacement and the effectiveness of any Conforming Changes. The Administrative Agent will notify the Borrower and the removal or reinstatement of any tenor of a Benchmark. Any determination, decision or election that may be made by the Administrative Agent or Lenders pursuant to this Section 3.03(b), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section 3.03(b).

(iv) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if any then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the administrator of such Benchmark or the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable, non-representative, non-compliant or non-aligned tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative or incompliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for the applicable SOFR Borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR Loans. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of Alternate Base Rate based upon Adjusted Term SOFR (or then-current Benchmark) will not be used in any determination of Alternate Base Rate.

Section 3.04 Prepayments.

(a) Optional Prepayments. The Borrower shall have the right at any time and from time to time to prepay, without premium or penalty (except with respect to any amounts due under Section 5.02), any Borrowing in whole or in part, subject to prior notice in accordance with Section 3.04(b).

(b) Notice and Terms of Optional Prepayment. The Borrower shall notify the Administrative Agent (and in the case of a Swing Line Loan, the Swing Line Lender) by telephone (confirmed by electronic communication) of any prepayment hereunder (i) in the case of prepayment of a SOFR Borrowing, not later than 12:00 noon three (3) Business Days before the date of prepayment, (ii) in the case of prepayment of an ABR Borrowing, not later than 11:00 a.m. on the date of prepayment or (iii) in the case of prepayment of a Swing Line Loan, not later than 11:00 a.m. on the date of prepayment (or, in each case, such shorter time as the Administrative Agent may agree). Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.06(b), then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.06(b). Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 3.02 and any amounts due under Section 5.02.

(c) Mandatory Prepayments.

(i) Upon Optional Termination and Reduction. If, after giving effect to any termination or reduction of the Aggregate Maximum Credit Amounts pursuant to Section 2.06(b), there is a Borrowing Base Deficiency, then the Borrower shall (A) prepay the Borrowings on the date of such termination or reduction in an aggregate principal amount equal to such Borrowing Base Deficiency, and (B) if any Borrowing Base Deficiency remains after prepaying all of the Borrowings as a result of any LC Exposure, pay to the Administrative Agent on behalf of the Lenders an amount equal to such remaining Borrowing Base Deficiency to be held as Cash Collateral as provided in Section 2.09(j).

(ii) Upon Redeterminations and Title Related Borrowing Base Adjustment. If there is a Borrowing Base Deficiency as a result of (A) any redetermination of the Borrowing Base in accordance with Section 2.07 or (B) a Borrowing Base adjustment pursuant to Section 2.08(b), then upon such Redetermination Date or the occurrence of such Borrowing Base adjustment (such date, the "Deficiency Date"), the Borrower shall, within five (5) Business Days of the Deficiency Date, inform the Administrative Agent that it intends to do one or more of the following:

(A) within thirty (30) days of the Deficiency Date (1) prepay the Borrowings in an aggregate principal amount equal to such Borrowing Base Deficiency and (2) if any Borrowing Base Deficiency remains after prepaying all of the Borrowings as a result of any LC Exposure, Cash Collateralize as provided in Section 2.09(j);

(B) commencing on the 30th day after the Deficiency Date and continuing on the same day of each month for the next five months thereafter (or if any such day is not a Business Day, the immediately preceding Business Day), prepay the Borrowings in an amount equal to one-sixth (1/6th) of such Borrowing Base Deficiency so that the Borrowing Base Deficiency is reduced to zero within 180 days of the Deficiency Date;

(C) within thirty (30) days of the Deficiency Date, submit and pledge as Mortgaged Property additional Oil and Gas Properties not evaluated in the most recently delivered Reserve Report or other collateral reasonably acceptable to the Administrative Agent owned by the Borrower or any of the other Loan Parties for consideration in connection with the determination of the Borrowing Base which the Administrative Agent and the Required Lenders deem satisfactory, in their sole discretion, to eliminate such Borrowing Base Deficiency; or

(D) eliminate such Borrowing Base Deficiency by any combination of prepayment and additional security as provided in the foregoing clauses (A), (B) and (C).

provided that, notwithstanding the options set forth above, in all cases, the Borrowing Base Deficiency must be eliminated on or prior to the Termination Date. If, because of LC Exposure, a Borrowing Base Deficiency remains after prepaying all of the Loans, the Borrower shall Cash Collateralize Letters of Credit in an amount equal to such remaining Borrowing Base Deficiency as provided in Section 2.09(j); provided further, if the Borrower fails to inform the Administrative Agent that it intends to do one of the foregoing within such 5 Business Day period, the Borrower shall be deemed to have elected option (B) above.

(iii) Upon Certain Adjustments. If (A) there is a Borrowing Base Deficiency, as a result of Borrowing Base adjustment pursuant to the Borrowing Base Adjustment Provisions (other than Section 2.08(b) and (d)), then upon the receipt of proceeds as a result of the occurrence of such Borrowing Base adjustment, the Borrower shall (I) prepay the Borrowings in an aggregate principal amount equal to such Borrowing Base Deficiency and (II) if any Borrowing Base Deficiency remains after prepaying all of the Borrowings as a result of an LC Exposure, pay to the Administrative Agent on behalf of the Lenders an amount equal to such remaining Borrowing Base Deficiency to be held as Cash Collateral as provided in Section 2.09(j) or (B) there is an ABS Transaction, the Borrower shall prepay the Borrowings (if any) on the date such ABS Transaction closes in an amount equal to 100% of the Net Proceeds of the financing for the securitization of the Oil and Gas Properties the subject of such securitization and if any such Net Proceeds remain after prepayment of the Borrowings, the Borrower shall retain such Net Proceeds.

(iv) During an Event of Default. If an Event of Default has occurred and is continuing, upon any (A) Disposition of Property, (B) Unwind of any Swap Agreement or (C) incurrence or issuance of Indebtedness, an aggregate amount equal to one hundred percent (100%) of the Net Proceeds received therefrom shall be applied to repay the Secured Obligations in accordance with the priority set forth in Section 10.02(d).

(v) Excess Cash. If the Borrower and its Restricted Subsidiaries have any Excess Cash at the end of any Fiscal Quarter of the Borrower, then no later than three (3) Business Days after the Borrower delivers the financial statements for such Fiscal Quarter pursuant to Sections 8.01(a) or (b) (provided that if the Borrower fails to deliver such financials when due it shall make such payment as if it had delivered the financials on such date) the Borrower shall (A) prepay the Borrowings in an aggregate principal amount equal to such Excess Cash and (B) if at such time a Default, Event of Default or Borrowing Base Deficiency exists and is continuing and any Excess Cash remains after prepaying all of the Borrowings as a result of an LC Exposure, the Borrower shall pay to the Administrative Agent on behalf of the Lenders an amount of such remaining Excess Cash necessary to Cash Collateralize such LC Exposure as provided in Section 2.09(j).

(vi) Application of Prepayments to Types of Borrowings. Each prepayment of Borrowings pursuant to this Section 3.04(c) shall be applied, first, ratably to any ABR Borrowings then outstanding, second ratably to any Daily Simple SOFR Borrowings then outstanding, and, third, ratably to any Term SOFR Borrowings then outstanding, and if more than one Term SOFR Borrowing is then outstanding, to each such Term SOFR Borrowing in order of priority beginning with the Term SOFR Borrowing with the least number of days remaining in the Interest Period applicable thereto and ending with the Term SOFR Borrowing with the most number of days remaining in the Interest Period applicable thereto.

(vii) Interest to be Paid with Prepayments. Each prepayment of Borrowings pursuant to this Section 3.04(c) shall be applied ratably to the Loans included in the prepaid Borrowings. Prepayments pursuant to this Section 3.04(c) shall be accompanied by accrued interest to the extent required by Section 3.02.

(d) No Premium or Penalty. Prepayments permitted or required under this Section 3.04 shall be without premium or penalty, except as required under Section 5.02.

Section 3.05 Fees.

(a) Commitment Fees. The Borrower agrees to pay to the Administrative Agent for the account of each Lender a commitment fee, which shall accrue at the applicable Commitment Fee Rate on the average daily amount of the unused amount of the Commitment of such Lender (determined taking into account both Loans and LC Exposure) during the period from and including the Closing Date to but excluding the Termination Date. Accrued commitment fees shall be payable in arrears on the last Business Day of March, June, September and December of each year and on the Termination Date, commencing on the first such date to occur after the date hereof. All commitment fees shall be computed on the basis of a year of 360 days, unless such computation would exceed the Highest Lawful Rate, in which case interest shall be computed on the basis of a year of 365 days (or 366 days in a leap year) (or in such other manner as the Administrative Agent shall provide so that such computation shall not exceed the Highest Lawful Rate), and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) Letter of Credit Fees. The Borrower agrees to pay (i) to the Administrative Agent for the account of each Lender a participation fee with respect to its participations in Letters of Credit, which shall accrue at the same Applicable Margin used to determine the interest rate applicable to Term SOFR Loans on the average daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Closing Date to but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure, (ii) to each applicable Issuing Bank a fronting fee, which shall accrue at the rate equal to the greater of (A) $750 and (B) 0.125% *per annum* (or such other rate as may be agreed to with such Issuing Bank) on the average daily amount of the LC Exposure attributable to such Issuing Bank (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the date of this Agreement to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any LC Exposure; provided that in no event shall such fee be less than $750.00 during any quarter unless no LC Exposure existed at any time during such quarter and (iii) to each Issuing Bank, for its own account, its standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Participation fees and fronting fees accrued through and including the last Business Day of March, June, September and December of each year shall be payable on the third Business Day following such last Business Day, commencing on the first such date to occur after the date of this Agreement; provided that all such fees shall be payable on the Termination Date and any such fees accruing after the Termination Date shall be payable on demand. Any other fees payable to any Issuing Bank pursuant to this Section 3.05(b) shall be payable within 10 Business Days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days, unless such computation would exceed the Highest Lawful Rate, in which case interest shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) Agent Fees. The Borrower agrees to pay to the Administrative Agent, the Co-Sustainability Structuring Agent and the Lead Sustainability Structuring Agent, for their own respective accounts, fees payable in the amounts and at the times separately agreed upon in writing between the Borrower and the Administrative Agent, the Co-Sustainability Structuring Agent or the Lead Sustainability Structuring Agent, as applicable.

ARTICLE IV
PAYMENTS; PRO RATA TREATMENT; SHARING OF SET-OFFS

Section 4.01 Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

(a) Payments by the Borrower. The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 5.01, Section 5.02, Section 5.03 or otherwise) prior to 12:00 noon on the date when due, in immediately available funds, without defense, deduction, recoupment, set-off or counterclaim. Fees, once paid, shall be fully earned and shall not be refundable under any circumstances, absent manifest error. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices specified in Section 12.01, except payments to be made directly to the applicable Issuing Bank or the Swing Line Lender as expressly provided herein and except that payments pursuant to Section 5.01, Section 5.02, Section 5.03 and Section 12.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in dollars.

(b) Application of Insufficient Payments. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(c) Sharing of Payments by Lenders. If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements or Swing Line Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and participations in LC Disbursements and Swing Line Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans and participations in LC Disbursements and Swing Line Loans of other Lenders to the extent necessary 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 Loans and participations in LC Disbursements and Swing Line Loans; 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 4.01(c) shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements and Swing Line Loans to any assignee or participant, other than to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this Section 4.01(c) shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off 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 4.02 Presumption of Payment by the Borrower. 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 or the applicable Issuing Bank 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 or the applicable Issuing Bank, 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 or the applicable Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank 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 Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

Section 4.03 Certain Deductions by the Administrative Agent. If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.05(a), Section 2.09(d), Section 2.09(e) or Section 4.02 then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

Section 4.04 Disposition of Proceeds. The Security Instruments comprised of deeds of trust and mortgages contain an assignment by the Borrower and/or the Guarantors to and in favor of the Administrative Agent for the benefit of the Secured Parties of all of the Borrower's or each Guarantor's interest in and to production and all proceeds attributable thereto which may be produced from or allocated to the Mortgaged Property. The Security Instruments further provide in general for the application of such proceeds to the satisfaction of the Secured Obligations and other obligations described therein and secured thereby. Notwithstanding the assignment contained in such Security Instruments, until the occurrence and continuation of an Event of Default, (a) the Administrative Agent and the Lenders agree that they will neither notify the purchaser or purchasers of such production nor take any other action to cause such proceeds to be remitted to the Administrative Agent or the Lenders, but the Lenders will instead permit such proceeds to be paid to the Borrower and its Restricted Subsidiaries and (b) the Lenders hereby authorize the Administrative Agent to take such actions as may be necessary to cause such proceeds to be paid to the Borrower and/or such Restricted Subsidiaries.

ARTICLE V
INCREASED COSTS; ILLEGALITY AND TAXES

Section 5.01 Increased Costs, Illegality, etc.

(a) In the event that (x) in the case of Section 5.01(a)(i) below, the Administrative Agent or (y) in the case of Sections 5.01(a)(ii) and (iii) below, any Lender or Issuing Bank shall have determined on a reasonable basis (which determination shall, absent manifest error, be final and conclusive and binding upon all parties hereto):

(i) on any date for determining the interest rate applicable to any SOFR Loan for any Interest Period that, by reason of any changes arising after the Closing Date, adequate and fair means do not exist for ascertaining the applicable interest rate on the basis provided for in this Agreement for such SOFR Loan; or

(ii) at any time, that such Lender or Issuing Bank shall incur increased costs or reductions in the amounts received or receivable by it hereunder in an amount that such Lender or Issuing Bank deems material with respect to any SOFR Loans (other than any increased cost or reduction in the amount received or receivable resulting from the imposition of or a change in the rate of any (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) because of (1) any Change in Law since the Closing Date (including, but not limited to, a change in requirements for any reserve, special deposit, liquidity or similar requirements (including any compulsory loan requirement, insurance charge or other assessment) against assets of, deposits with or for the account of, or credit extended by, any Lender or Issuing Bank) or (2) other circumstances adversely affecting the availability of Term SOFR; or

(iii) at any time, that the making or continuance of any SOFR Loan has become unlawful by compliance by such Lender in good faith with any Change in Law since the Closing Date, or would conflict with any thereof not having the force of law but with which such Lender customarily complies, or has become impracticable as a result of a contingency occurring after the Closing Date that materially adversely affects the availability of SOFR;

then, and in each such event, such Lender or Issuing Bank (or the Administrative Agent in the case of Section 5.01(a)(i) above) shall (1) on or promptly following such date or time and (2) within 10 Business Days of the date on which such event no longer exists give notice (by telephone confirmed in writing) to the Borrower and to the Administrative Agent of such determination (which notice the Administrative Agent shall promptly transmit to each of the other Lenders or Issuing Banks). Thereafter (x) in the case of Section 5.01(a)(i) above, the affected Type of SOFR Loans shall no longer be available until such time as the Administrative Agent notifies the Borrower and the Lenders or Issuing Banks that the circumstances giving rise to such notice by the Administrative Agent no longer exist, and any Notice of Borrowing or Notice of Continuation or Conversion given by the Borrower with respect to such Type of SOFR Loans that have not yet been incurred, Converted or Continued shall be deemed rescinded by the Borrower or, in the case of a Notice of Borrowing, shall, at the option of the Borrower, be deemed converted into a Notice of Borrowing for ABR Loans to be made on the date of Borrowing contained in such Notice of Borrowing, (y) in the case of Section 5.01(a)(ii) above, the Borrower shall pay to such Lender or Issuing Bank, upon written demand therefor, such additional amounts (in the form of an increased rate of, or a different method of calculating, interest or otherwise as such Lender or Issuing Bank shall determine) as shall be required to compensate such Lender or Issuing Bank for such increased costs or reductions in amounts receivable hereunder (a written notice as to the additional amounts owed to such Lender or Issuing Bank, showing the basis for the calculation thereof, which basis must be reasonable, submitted to the Borrower by such Lender or Issuing Bank shall, absent manifest error, be final and conclusive and binding upon all parties hereto) and (z) in the case of Section 5.01(a)(iii) above, the Borrower shall take one of the actions specified in Section 5.01(b) as promptly as possible and, in any event, within the time period required by law.

(b) At any time that any SOFR Loan is affected by the circumstances described in Section 5.01(a)(ii) or (iii), the Borrower may (and in the case of a SOFR Loan affected pursuant to Section 5.01(a)(iii) the Borrower shall) either (i) if the affected SOFR Loan is then being made pursuant to a Borrowing, by giving the Administrative Agent telephonic notice (confirmed promptly in writing) thereof on the same date that the Borrower was notified by a Lender or Issuing Bank pursuant to Section 5.01(a)(ii) or (iii), cancel said Borrowing, or, in the case of any Borrowing, convert the related Notice of Borrowing into one requesting a Borrowing of ABR Loans or require the affected Lender or Issuing Bank to make its requested Loan as an ABR Loan, or (ii) if the affected SOFR Loan is then outstanding, upon at least one Business Day's notice to the Administrative Agent, require the affected Lender or Issuing Bank to Convert each such SOFR Loan into an ABR Loan; provided, however, that if more than one Lender or Issuing Bank is affected at any time, then all affected Lenders or Issuing Banks must be treated the same pursuant to this Section 5.01(b).

(c) If any Lender shall have determined that after the Closing Date, any Change in Law regarding capital adequacy or liquidity by any Governmental Authority, central bank or comparable agency charged by law with the interpretation or administration thereof, or compliance by such Lender or its parent corporation with any request or directive regarding capital adequacy or liquidity (whether or not having the force of law) of any such authority, central bank, or comparable agency, in each case made subsequent to the Closing Date, has or would have the effect of reducing by an amount reasonably deemed by such Lender to be material to the rate of return on such Lender's or its parent corporation's capital or assets as a consequence of such Lender's commitments or obligations hereunder to a level below that which such Lender or its parent corporation could have achieved but for such adoption, effectiveness, change or compliance (taking into consideration such Lender's or its parent corporation's policies with respect to capital adequacy and liquidity), then from time to time, within 15 days after demand by such Lender (with a copy to the Administrative Agent), the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or its parent corporation for such reduction. Each Lender, upon determining in good faith that any additional amounts will be payable pursuant to this Section 5.01(c), will give prompt written notice thereof to the Borrower, which notice shall set forth, in reasonable detail, the basis of the calculation of such additional amounts, which basis must be reasonable, although the failure to give any such notice shall not release or diminish any of the Borrower's obligations to pay additional amounts pursuant to this Section 5.01(c) upon the subsequent receipt of such notice.

(d) Notwithstanding the foregoing, the provisions of Section 3.01(a) shall apply with respect to a Benchmark Transaction Event.

(e) Failure or delay on the part of any Lender or Issuing Bank to demand compensation pursuant to this Section 5.01 shall not constitute a waiver of such Lender's or Issuing Bank's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender or Issuing Bank pursuant to this Section 5.01 for any increased costs or reductions incurred more than 270 days prior to the date that such Lender or Issuing Bank, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 270-day period referred to above shall be extended to include the period of retroactive effect thereof.

Section 5.02 Breakage Compensation. The Borrower shall compensate each Lender upon its written request (which request shall set forth the detailed basis for requesting and the method of calculating such compensation), for all reasonable losses, costs, expenses and liabilities (including, without limitation, any loss, cost, expense or liability incurred by reason of the liquidation or reemployment of deposits or other funds required by such Lender to fund its SOFR Loans) which such Lender may sustain in connection with any of the following: (a) if for any reason (other than a default by such Lender or the Administrative Agent) a Borrowing of SOFR Loans does not occur on a date specified therefor in a Notice of Borrowing or a Notice of Continuation or Conversion (whether or not withdrawn by the Borrower or deemed withdrawn pursuant to Section 5.01(a)); (b) if any repayment, prepayment, Conversion or Continuation of any SOFR Loan occurs on a date that is not the last day of an Interest Period applicable thereto; (c) if any prepayment of any of its SOFR Loans is not made on any date specified in a notice of prepayment given by the Borrower; (d) as a result of an assignment by a Lender of any SOFR Loan other than on the last day of the Interest Period applicable thereto pursuant to a request by the Borrower pursuant to Section 5.05 or (e) as a consequence of (i) any other default by the Borrower to repay or prepay any SOFR Loans when required by the terms of this Agreement or (ii) an election made pursuant to Section 5.05. The written request of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section 5.02 shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such request within 10 Business Days after receipt thereof. The Borrower shall not be required to compensate a Lender pursuant to this Section 5.02 for any such amounts incurred more than 270 days prior to the date such Lender delivers the written request referenced herein to the Borrower; provided that, if the event giving rise to such losses, costs, expenses and liabilities is retroactive, then the 270-day period referred to above shall be extended to include the period of retroactive effect thereof.

Section 5.03 Taxes.

(a) Defined Terms. For purposes of this Section 5.03, Section 5.04 and Section 5.05, the term "Lender" includes any Issuing Bank and the term "applicable law" includes FATCA.

(b) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of the Borrower or the Administrative Agent, as applicable) requires the deduction or withholding of any Tax from any such payment by the Borrower or the Administrative Agent, as applicable, then the Borrower or the Administrative Agent, as applicable, 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 law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that, after such deduction or withholding has been made (including such deductions and withholdings of Indemnified Taxes applicable to additional sums payable under this Section 5.03), the applicable Lending Party receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) Payment of Other Taxes by the Loan Parties. The Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for, Other Taxes.

(d) Indemnification by the Loan Parties. The Loan Parties shall jointly and severally indemnify each Lending Party, within 10 Business 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 5.03) payable or paid by such Lending Party or required to be withheld or deducted from a payment to such Lending Party and any 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.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 Business Days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so) and (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.04(c) 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 (e).

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 5.03, such Loan Party 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.

(g) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably 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 reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law 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 Section 5.03(g)(ii)(A), Section 5.03(g)(ii)(B) and Section 5.03(g)(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,

(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 copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Non-U.S. 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 Non-U.S. Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Non-U.S. Lender claiming the benefits of an income tax treaty to which the United States of America is a party (x) with respect to payments of interest under any Loan Document, executed originals of IRS Form W-8BEN-E or IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN-E or IRS Form W-8BEN 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 Non-U.S. Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit H-1 to the effect that such Non-U.S. Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Parent 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 "U.S. Tax Compliance Certificate") and (y) executed originals of IRS Form W-8BEN-E or IRS Form W-8BEN; or

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

(C) any Non-U.S. 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 Non-U.S. 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 law 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 law 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 law (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.

(h) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 5.03 (including by the payment of additional amounts pursuant to this Section 5.03), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 5.03 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes with respect to such refund) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (h) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (h) 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 with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) Survival. Each party's obligations under this Section 5.03 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 the Loan Documents.

Section 5.04 Designation of Different Lending Office. If any Lender requests compensation under Section 5.01, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 5.03, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans 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 5.01 or Section 5.03, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not 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 5.05 Replacement of Lenders. If (a) any Lender requests compensation under Section 5.01, (b) the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 5.03, (c) any Lender is a Defaulting Lender, or (d) any Lender fails to consent to an election, consent, approval, amendment, waiver or other modification to this Agreement or any other Loan Document that requires the consent of all Lenders or all directly and adversely affected Lenders, and such election, consent, amendment, waiver or other modification is otherwise consented to by the Required Lenders (excluding the Maximum Credit Amounts of Defaulting Lenders), then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 12.04(b)), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the Borrower shall have received the prior written consent of the Administrative Agent, which consent shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements and Swing Line Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 5.02), from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 5.01 or payments required to be made pursuant to Section 5.03, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

ARTICLE VI
CONDITIONS PRECEDENT

Section 6.01 Closing Date. The obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 12.02):

(a) Credit Agreement. The Administrative Agent shall have received from each party hereto counterparts (in such number as may be requested by the Administrative Agent) of this Agreement signed on behalf of such party.

(b) Loan Documents.

(i) Execution of Security Instruments. The Administrative Agent shall have received from each party thereto counterparts (in such number as may be requested by the Administrative Agent) of the Security Instruments, including the Guarantee and Collateral Agreement, described on Exhibit F that have been executed and delivered by a Responsible Officer of each party thereto.

(ii) Filings, Registrations and Recordings. Each Security Instrument and any other document (including any Uniform Commercial Code financing statement) required by any Security Instrument or under law or reasonably requested by the Administrative Agent to be filed, registered or recorded in order to create in favor of the Administrative Agent, for the benefit of the Lenders, a perfected Lien on the Mortgaged Property described therein, prior and superior in right to any other Person shall be in proper form for filing, registration or recordation.

(iii) Mortgage Coverage. The Administrative Agent shall be reasonably satisfied that, upon recording the Mortgages of Borrowing Base Properties, in each case, in the appropriate filing offices, it shall have a first priority Lien on at least 85% of the PV-10 of the Borrowing Base Properties.

(iv) Pledged Stock; Stock Powers; Pledged Notes. The Administrative Agent shall have received (A) the certificates representing the shares of certificated Equity Interests pledged pursuant to the Guarantee and Collateral Agreement, together with an undated stock power for each such certificate (if any) executed in blank by a duly authorized officer of the pledgor thereof and (B) each promissory note (if any) pledged to the Administrative Agent pursuant to the Guarantee and Collateral Agreement endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank) by the pledgor thereof.

(c) Secretary's Certificates. The Administrative Agent shall have received a certificate of a Responsible Officer of each Loan Party setting forth (i) resolutions of its board of directors or other appropriate governing body with respect to the authorization of such Loan Party to execute and deliver the Loan Documents to which it is a party and to enter into the transactions contemplated in those documents, (ii) the officers of such Loan Party (A) who are authorized to sign the Loan Documents to which such Loan Party is a party and (B) who will, until replaced by another officer or officers duly authorized for that purpose, act as its representative for the purposes of signing documents and giving notices and other communications in connection with this Agreement and the transactions contemplated hereby, (iii) specimen signatures of such authorized officers and (iv) the applicable Organizational Documents of such Loan Party, certified by a Responsible Officer as being true and complete. The Administrative Agent and the Lenders may conclusively rely on such certificate until the Administrative Agent receives notice in writing from such Loan Party to the contrary.

(d) Corporate Status; Good Standing Certificates. The Administrative Agent shall have received certificates of the appropriate State agencies with respect to the existence, qualification and good standing of each Loan Party in each jurisdiction where any such Loan Party is organized or in each of Kentucky and West Virginia for each Loan Party that owns Borrowing Base Properties in such States.

(e) Restructuring Documents. At least two (2) Business Days prior to the Closing Date the Administrative Agent shall have received copies of the Restructuring Documents in substantially final form and the Administrative Agent shall be reasonably satisfied with such Restructuring Documents.

(f) Responsible Officer's Certificate. The Administrative Agent shall have received (i) a certificate of a Responsible Officer of the Borrower in form and substance reasonably satisfactory to the Administrative Agent certifying that (A) the Borrower has received all government and third party approvals required by Section 7.03 and such approvals have been obtained on satisfactory terms; (B) no action, proceeding or litigation is pending or threatened in any court or before any Governmental Authority that involves any Loan Document or that is seeking to enjoin or prevent the consummation of the Transactions contemplated hereby; (C) that neither the Borrower nor any other Group Member has any outstanding Indebtedness for borrowed money or Disqualified Capital Stock other than the Secured Obligations under this Agreement; and (D) the Restructuring Transaction has been completed in accordance with the Restructuring Transaction Documents and (ii) originals, certified copies or other evidence of filing, as appropriate, of the Restructuring Transaction Documents.

(g) Solvency Certificate. The Administrative Agent shall have received a Solvency Certificate, duly executed by a Financial Officer and dated as of the Closing Date.

(h) Patriot Act. The Administrative Agent shall have received, at least five (5) days prior to the Closing Date, all documentation and other information requested at least two (2) Business Days prior to such date and required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

(i) Legal Opinions. The Administrative Agent shall have received an opinion of Maynard, Cooper & Gale, P.C., counsel for the Loan Parties.

(j) Fees. The Administrative Agent, the Arranger and the Lenders shall have received all fees and other amounts due and payable on or prior to the Closing Date and, to the extent invoiced, reimbursement or payment of all reasonable and documented out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder and the Borrower shall have paid all accrued and unpaid commitment fees, break funding fees under Section 5.02 of the Existing Credit Agreement and all other fees that are outstanding under the Existing Credit Agreement for the account of each Existing Lender under the Existing Credit Agreement.

(k) Title. The Administrative Agent shall have received title information as the Administrative Agent may reasonably require, reasonably satisfactory to the Administrative Agent, setting forth the status of title to at least 85% of the PV-10 of the Borrowing Base Properties.

(l) Lien Searches. The Administrative Agent shall have received appropriate UCC searches on each Loan Party and Diversified Production LLC reflecting no prior Liens encumbering the Properties of such Loan Party other than those being released on or prior to the Closing Date and those permitted by Section 9.03.

(m) No MAE. Since December 31, 2021, excluding results from (i) general changes in hydrocarbon prices, (ii) general changes in industry or economic conditions, and (iii) general changes in political conditions, including any engagements of hostilities, acts of war or terrorist activities or changes imposed by a governmental authority associated with additional security, there has not been any change, development or event that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect.

(n) Insurance Certificates. The Administrative Agent shall have received certificates of insurance coverage of the Loan Parties in form and substance reasonably satisfactory to the Administrative Agent evidencing that the Loan Parties are carrying insurance in accordance with Section 8.06.

(o) Environmental. The Borrower shall have provided to the Administrative Agent copies of any material environmental due diligence documents in its possession with respect to the Oil and Gas Properties of the Loan Parties including Phase I Reports, if any.

(p) Beneficial Ownership. To the extent the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, at least five (5) days prior to the Closing Date, any Lender that has requested, in a written notice to the Borrower at least ten (10) days prior to the Closing Date, a Beneficial Ownership Certification in relation to the Borrower shall have received such Beneficial Ownership Certification.

(q) Joint Operating Agreement and Management Services Agreement. The Borrower shall have entered into (i) the Joint Operating Agreement and (ii) the Management Services Agreement, each in form and substance reasonably acceptable to the Administrative Agent.

The Administrative Agent shall notify the Borrower and the Lenders of the Closing Date, and such notice shall be conclusive and binding. Notwithstanding the foregoing, the obligations of the Lenders to make Loans and of the Issuing Bank(s) to issue Letters of Credit hereunder shall not become effective unless each of the foregoing conditions is satisfied (or waived pursuant to Section 12.02) at or prior to 5:00 p.m. on August 31, 2022 (and, in the event such conditions are not so satisfied or waived, this Agreement shall terminate at such time).

Section 6.02 Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing (including the initial funding), and of the Issuing Bank(s) to issue Letters of Credit or amend any Letter of Credit to increase the amount thereof, is subject to the satisfaction of the following conditions:

(a) At the time of and immediately after giving effect to such Borrowing or any such issuance or amendment of such Letter of Credit, as applicable, no Default or Event of Default shall have occurred and be continuing.

(b) The representations and warranties of the Borrower and the Guarantors set forth in this Agreement and in the other Loan Documents shall be true and correct in all material respects (unless already qualified by materiality, in which case such representation and warranty (to the extent so qualified) shall continue to be true and correct in all respects) on and as of the date of such Borrowing or the date of any such issuance or amendment of such Letter of Credit, as applicable, except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, on and as of the date of such Borrowing or the date of issuance, amendment, renewal or extension of such Letter of Credit, as applicable, such representations and warranties shall continue to be true and correct in all material respects (unless already qualified by materiality, in which case, such applicable representation and warranty shall be true and correct) as of such specified earlier date.

(c) After giving pro forma effect to the making of each Loan, including the use of proceeds thereof, the Borrower and its Restricted Subsidiaries shall not have any Excess Cash.

(d) The receipt by the Administrative Agent of a Borrowing Request in accordance with Section 2.03 or a request for a Letter of Credit (or any such amendment to increase the amount of a Letter of Credit) in accordance with Section 2.09(b), as applicable.

Each request for any such Borrowing or for the issuance of any Letter of Credit or for any amendment to increase the amount of any Letter of Credit shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in Section 6.02(a) through Section 6.02(c).

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lenders that:

Section 7.01 Organization; Powers. Each Group Member is (a)(i) duly organized, validly existing and (ii) in good standing under the laws of the jurisdiction of its organization, (b) has all requisite power and authority, and has all governmental licenses, authorizations, consents and approvals necessary, to own its assets and to carry on its business as now conducted, and is qualified to do business in, and (c) is in good standing in, every material jurisdiction where such qualification is required, except for purposes of Section 7.01(a)(ii), 7.01(b) and 7.01(c) to the extent that a failure to be so qualified could not reasonably be expected to result in a Material Adverse Effect.

Section 7.02 Authority; Enforceability. The Transactions are within each Group Member's corporate or equivalent powers and have been duly authorized by all necessary corporate or equivalent and, if required, owner action. Each Loan Document to which a Loan Party is a party has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, as applicable, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 7.03 Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any other third Person, nor is any such consent, approval, registration, filing or other action necessary for the validity or enforceability of any Loan Document or the consummation of the transactions contemplated thereby, except such as have been obtained or made and are in full force and effect other than the recording and filing of financing statements and the Security Instruments as required by this Agreement (b) will not violate (i) in any material respect, any applicable law or regulation or any order of any Governmental Authority or (ii) the Organizational Documents of any Loan Party, (c) will not violate or result in a default under any indenture, note, credit agreement or other similar instrument, in each case constituting Material Indebtedness binding upon any Group Member or its Properties or give rise to a right thereunder to require any payment to be made by any Group Member and (d) will not result in the creation or imposition of any Lien on any Property of any Group Member (other than the Liens created by the Loan Documents).

Section 7.04 Financial Condition; No Material Adverse Change.

(a) The Borrower has heretofore furnished to the Lenders the Parent's consolidated balance sheet and statements of income, stockholders equity and cash flows as of and for the Fiscal Year ending on December 31, 2021, reported on by Price Waterhouse Coopers, independent public accountants, and (ii) the Parent's consolidated balance sheet and statements of income, stockholders equity and cash flows as of and for the three months ended March 31, 2022 prepared internally by the Borrower. Such financial statement presents fairly, in all material respects, the financial position and results of operations and cash flows of the Borrower and its Consolidated Restricted as of such dates and for such periods.

(b) The most recent financial statements furnished pursuant to Section 8.01(a) and Section 8.01(b) present fairly, in all material respects, the financial condition of Borrower and its Consolidated Restricted Subsidiaries on a consolidated basis, as of the dates and for the periods set forth above in accordance with IFRS or GAAP, as applicable, subject to year-end audit adjustments and the absence of footnotes in the case of the unaudited quarterly financial statements.

(c) Since the later of (i) the date hereof and (ii) date of the financial statements most recently delivered pursuant to Section 8.01(a), and after giving effect to the Transactions, there has been no event, development or circumstance that has had or could reasonably be expected to have a Material Adverse Effect.

(d) Neither the Borrower nor any other Group Member has on the date of this Agreement any Indebtedness (including Disqualified Capital Stock) or any contingent liabilities, off-balance sheet liabilities or partnerships, or unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments other than in respect of the Secured Obligations or as otherwise permitted hereunder.

Section 7.05 Litigation.

(a) There are no actions, suits, investigations or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened in writing by, against or affecting any Group Member any of their respective properties or revenues that (i) are not fully covered by insurance (except for normal deductibles) as to which there is a reasonable possibility of an adverse determination that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) involve any Loan Document or the Transactions.

Section 7.06 Environmental Matters. Except for such matters that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect:

(a) the Group Members and any property with respect to which any Group Member has any interest or obligation are in compliance with all, and have not violated any, applicable Environmental Laws;

(b) (i) the Group Members and all relevant Persons for any property with respect to which any Group Member has any interest or obligation hold and are in compliance with all, and have not violated any, Environmental Permits required for their respective operations and each of their respective properties; (ii) all such Environmental Permits are in full force and effect; and (iii) no Group Member has received any notice or otherwise has knowledge that any such Environmental Permit may be revoked, adversely modified, or not renewed, or that any application for any Environmental Permit may be protested or denied or that the anticipated terms thereof may be adversely modified;

(c) (i) there are no actions, claims, demands, suits, investigations or proceedings under any Environmental Laws or regarding any Hazardous Materials that are pending or, to the Borrower's knowledge, threatened, against any Group Member or regarding any property with respect to which any Group Member has any interest or obligation, or as a result of any operations of any Group Member or any other Person regarding any property with respect to which any Group Member has any interest or obligation; and (ii) there are no consent decrees or other decrees, consent orders, administrative orders or other administrative, arbitral or judicial requirements outstanding under any Environmental Laws or regarding any Hazardous Materials, directed to any Group Member or as to which any Group Member is a party, or regarding any property with respect to which any Group Member has any interest or obligation;

(d) (i) there has been no Release or, to the Borrower's knowledge, threatened Release, of Hazardous Materials attributable to the operations of any Group Member at, on, under or from any Group Member's current or formerly owned, leased or operated property or at any other location (including, to the Borrower's knowledge, any location to which Hazardous Materials have been sent for re-use, recycling, treatment, storage or disposal) for which any Group Member could be liable, and (ii) Hazardous Materials are not otherwise present at any such properties or other locations, in either (i) or (ii) above, in amounts or concentrations or under conditions which constitute a violation of any applicable Environmental Law, could reasonably be expected to give rise to any liability, or, with respect to any Mortgaged Property, could reasonably be expected to impair its fair saleable value;

(e) no Group Member, nor to the Borrower's knowledge any other Person for any property with respect to which any Group Member has any interest or obligation, has received any written notice of violation, alleged violation, non-compliance, liability or potential liability or request for information regarding Environmental Laws or Hazardous Materials, and, to the Borrower's knowledge, there are no conditions or circumstances that would reasonably be expected to result in the receipt of any such notice or request for information;

(f) no Group Member has assumed or retained any liability under applicable Environmental Laws or regarding Hazardous Materials that could reasonably be expected to result in liability to any Group Member; and

(g) to the extent reasonably requested by the Administrative Agent, the Group Members have provided to Lenders complete and correct copies of all environmental site assessment reports, investigations, studies, analyses, and correspondence on environmental matters (including matters relating to any alleged non-compliance with or liability under Environmental Laws) that are in any Group Member's possession or control and relating to their respective Properties or operations thereon.

Section 7.07 Compliance with the Laws; No Defaults.

(a) Each Group Member is in compliance with all Governmental Requirements applicable to it or its Property and all agreements and other instruments binding upon it or its Property, and possesses all licenses, permits, franchises, exemptions, approvals and other governmental authorizations necessary for the ownership of its Property and the conduct of its business, except to the extent that any failure of the foregoing could not reasonably be expected to result in a Material Adverse Effect.

(b) No Default has occurred and is continuing.

Section 7.08 Investment Company Act. No Group Member is an "investment company" or a company "controlled" by an "investment company," within the meaning of, or subject to regulation under, the Investment Company Act of 1940, as amended.

Section 7.09 Taxes. Each Group Member has timely filed or caused to be filed all U.S. federal income Tax returns and other material Tax returns and reports required to have been filed (taking into account any extension of time to file) and has paid or caused to be paid all material Taxes required to have been paid by it, except Taxes that are being contested in good faith by appropriate proceedings and for which the applicable Group Member has set aside on its books adequate reserves in accordance with GAAP. To the knowledge of Borrower, no material proposed tax assessment has been asserted with respect to any Group Member.

Section 7.10 ERISA. Except as could not, whether individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect:

(a) each Plan is, and has been, operated, administered and maintained in compliance with, and the Borrower and each ERISA Affiliate have complied with, ERISA, the terms of the applicable Plan and, where applicable, the Code;

(b) no act, omission or transaction has occurred which could result in imposition on the Borrower or any ERISA Affiliate (whether directly or indirectly) of (i) either a civil penalty assessed pursuant to subsections (c), (i) or (l) of Section 502 of ERISA or a tax imposed pursuant to Chapter 43 of Subtitle D of the Code or (ii) breach of fiduciary duty liability damages under Section 409 of ERISA;

(c) no liability to the PBGC (other than required premiums payments which are not past due after giving effect to any applicable grace periods) by the Borrower or any ERISA Affiliate has been or is reasonably expected by any Group Member or any ERISA Affiliate to be incurred with respect to any Plan and no ERISA Event with respect to any Plan has occurred;

(d) the actuarial present value of the benefit liabilities under each Plan which is subject to Title IV of ERISA does not (determined as of the end of the most recent plan year) 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. The term "actuarial present value of the benefit liabilities" shall have the meaning specified in Section 4041 of ERISA; and

(e) neither the Borrower nor any ERISA Affiliate has any actual or contingent liability to any Multiemployer Plan.

Section 7.11 Disclosure; No Material Misstatements. None of the reports, financial statements, certificates or other information furnished by or on behalf of the Group Members to the Administrative Agent or any Lender or any of their Affiliates in connection with the negotiation of this Agreement or any other Loan Document or delivered hereunder or under any other Loan Document (as modified or supplemented by other information so furnished) contain any material misstatement of fact or omits to state any material fact necessary to make the statements therein when taken as a whole, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, the Group Members represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time and it further being understood that projections concerning volumes attributable to the Oil and Gas Properties and production and cost estimates contained in each Reserve Report are necessarily based upon professional opinions, estimates and projections and the Group Members do not warrant that such opinions, estimates and projections will ultimately prove to have been accurate. All of the information included in the Beneficial Ownership Certification most recently provided to each Lender, if applicable, is true and correct as of the date thereof.

Section 7.12 Insurance. For the benefit of each Loan Parties, the Borrower has (a) all insurance policies sufficient for the compliance by the Loan Parties with all material Governmental Requirements and all material agreements and (b) insurance coverage, or self-insurance, in at least such amounts and against such risk (including public liability) that are usually insured against by companies similarly situated and engaged in the same or a similar business for the assets and operations of the Loan Parties. Schedule 7.12, as of the date hereof, sets forth a list of all insurance maintained by the Borrower.

Section 7.13 Restriction on Liens. No Group Member is subject to any order, judgment, writ or decree, which either restricts or purports to restrict its ability to grant Liens to the Administrative Agent and the Lenders on or in respect of their Properties to secure the Secured Obligations and the Loan Documents.

Section 7.14 Group Members. There are no Group Members, except as set forth on Schedule 7.14 or as disclosed in writing to the Administrative Agent (which shall promptly furnish a copy to the Lenders), which shall be a supplement to Schedule 7.14. Each Group Member's jurisdiction of organization, name as listed in the public records of its jurisdiction of organization, organizational identification number in its jurisdiction of organization, and the location of its principal place of business and chief executive office is stated on Schedule 7.14 (or as set forth in a notice delivered pursuant to Section 8.01(k)). No Group Member is a Foreign Group Member (other than any Foreign Group Member as of the Closing Date).

Section 7.15 Location of Business and Offices. The Borrower's jurisdiction of organization is Delaware; the name of the Borrower as listed in the public records of its jurisdiction of organization is DP RBL CO LLC; and the organizational identification number of the Borrower in its jurisdiction of organization is set forth on Schedule 7.14 (or, in each case, as set forth in a notice delivered to the Administrative Agent pursuant to Section 8.01(k) in accordance with Section 12.01). The Borrower's principal place of business and chief executive offices are located at the address specified in Section 12.01 (or as set forth in a notice delivered pursuant to Section 8.01(k) and Section 12.01(c)).

Section 7.16 Properties; Title, Etc.

(a) Each Group Member has good and defensible title to the Oil and Gas Properties evaluated in the most recently delivered Reserve Report and good title to all its material personal Properties other than Properties sold, transferred or otherwise disposed of (i) on or prior to the Closing Date or (ii) after the Closing Date, in compliance with Section 9.11 from time to time, in each case, free and clear of all Liens except Liens permitted by Section 9.03. After giving full effect to the Excepted Liens and the dispositions referenced in the prior sentence, the Group Member specified as the owner owns the net interests in production attributable to the Hydrocarbon Interests as reflected in the most recently delivered Reserve Report, and except as otherwise provided by statute, regulation or the standard and customary provisions of any applicable joint operating agreement, the ownership of such Properties shall not in any material respect obligate the Group Member to bear the costs and expenses relating to the maintenance, development and operations of each such Property in an amount in excess of the working interest of each Property set forth in the most recently delivered Reserve Report that is not offset by a corresponding proportionate increase in the Group Member's net revenue interest in such Property.

(b) (i) All leases and agreements necessary for the conduct of the business of the Group Members are valid and subsisting, in full force and effect, and (ii) there exists no default or event or circumstance which with the giving of notice or the passage of time or both would give rise to a default under any such lease or leases, which, in the case of either (i) or (ii), could reasonably be expected to have a Material Adverse Effect.

(c) The rights and Properties presently owned, leased or licensed by the Group Members including all easements and rights of way, include all rights and Properties necessary to permit the Group Members to conduct their business in the same manner as its business is conducted on the date hereof except where the failure of the foregoing could not reasonably be expected to result in a Material Adverse Effect.

(d) Except for Properties being repaired, all of the Properties of the Group Members which are reasonably necessary for the operation of their businesses are in good working condition and are maintained in accordance with prudent business standards, except where the failure of the foregoing could not reasonably be expected to result in a Material Adverse Effect.

(e) Each Group Member owns, or is licensed to use, all trademarks, tradenames, copyrights, patents and other intellectual Property necessary to operate its business, and the use thereof by the Group Member does not infringe upon the rights of any other Person, except for any such infringements that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. The Group Members either own or have valid licenses or other rights to use all databases, geological data, geophysical data, engineering data, seismic data, maps, interpretations and other technical information used in their businesses as presently conducted, subject to the limitations contained in the agreements governing the use of the same, which limitations are customary for companies engaged in the business of the exploration and production of Hydrocarbons, with such exceptions as could not reasonably be expected to have a Material Adverse Effect.

Section 7.17 Maintenance of Properties. The Oil and Gas Properties (and Properties unitized therewith) of the Group Members have been maintained, operated and developed in a good and workmanlike manner and in conformity with all Governmental Requirements in all material respects and in conformity with the provisions of all leases, subleases or other contracts comprising a part of the Hydrocarbon Interests and other contracts and agreements forming a part of the Oil and Gas Properties of the Group Members in all material respects. All pipelines, wells, gas processing plants, platforms and other material improvements, fixtures and equipment owned in whole or in part by the Group Members that are necessary to conduct normal operations are being maintained in a state adequate to conduct normal operations, and with respect to such of the foregoing which are operated by the Group Members, in a manner consistent with the Group Members' past practices (other than those the failure of which to maintain in accordance with this Section 7.17 could not reasonably be expected to have a Material Adverse Effect).

Section 7.18 Gas Imbalances. Except as set forth on Schedule 7.18 or on the most recent certificate delivered pursuant to Section 8.11(c), on a net basis there are no gas imbalances, take or pay or other prepayments which would require any Group Member to deliver Hydrocarbons produced from their Oil and Gas Properties at some future time without then or thereafter receiving full payment therefor exceeding two percent (2.0%) of the aggregate volumes of Hydrocarbons (on an Mcf equivalent basis) listed in the most recent Reserve Report.

Section 7.19 Marketing of Production. Except for contracts listed and in effect on the date hereof on Schedule 7.19, and thereafter either disclosed in writing to the Administrative Agent or included in the most recently delivered Reserve Report, (a) the Group Members are receiving a price for all production sold thereunder which is computed substantially in accordance with the terms of the relevant contract and are not having deliveries curtailed substantially below the subject Property's delivery capacity and (b) no material agreements of any Group Member exist which are not cancelable on sixty (60) days' notice or less without penalty or detriment for the sale of production from the Group Members' Hydrocarbons (including calls on or other rights to purchase, production, whether or not the same are currently being exercised) that (i) pertain to the sale of production at a fixed price and (ii) have a maturity or expiry date of longer than six (6) months from the date of such agreement.

Section 7.20 Security Documents. The Security Instruments are effective to create in favor of the Administrative Agent, for the benefit of the Lenders, a legal, valid and enforceable security interest in the Mortgaged Property and proceeds thereof. The Secured Obligations are and have been at all times secured by a legal, valid and enforceability first priority perfected Liens in favor of the Administrative Agent, covering and encumbering (a) at least 85% of the PV-10 of the Borrowing Base Properties, (b) the Mortgaged Property granted pursuant to the Guarantee and Collateral Agreement, including the pledged Equity Interests and the Deposit Accounts and Securities Accounts, in each case to the extent perfection has occurred, as the case may be, by the recording of a mortgage, the filing of a UCC financing statement, or, in the case of Deposit Accounts and Securities Accounts, by obtaining of "control" or, with respect to Equity Interests represented by certificates, by possession (in each case, to the extent available in the applicable jurisdiction); provided that, except in the case of pledged Equity Interests, Liens permitted by Section 9.03 may exist.

Section 7.21 Swap Agreements. Schedule 7.21, as of the Closing Date, and after the date hereof, each report required to be delivered by the Borrower pursuant to Section 8.01(d), as of the last Business Day of the period covered by such report, sets forth, a true and complete list of all Swap Agreements of the Group Members, 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, but excluding the Security Instruments) and the counterparty to each such agreement. As of the Closing Date, all Secured Swap Agreements (as defined in the Existing Credit Agreement) entered into during the term of the Existing Credit Agreement remain in place under this Agreement, or have either been terminated or novated to continue under this Agreement.

Section 7.22 Use of Loans and Letters of Credit. The proceeds of the Loans and the Letters of Credit shall be used to (a) pay fees and expenses associated with the Transactions and (b) provide working capital for lease acquisitions, for exploration and production operations, for development (including the drilling and completion of producing wells), for acquisitions of Oil and Gas Properties permitted hereunder and for other general corporate purposes of the Borrower, its Subsidiaries and the other Permitted L/C Parties. No Group Member or other Permitted L/C Party is engaged principally, or as one of its or their important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying margin stock (within the meaning of Regulation T, U or X of the Board). No part of the proceeds of any Loan or Letter of Credit will be used for any purpose which violates the provisions of Regulations T, U or X of the Board.

Section 7.23 Solvency. Immediately after giving effect to the transactions contemplated hereby (including, without limitation, each Borrowing or the issuance, increase or extension of each Letter of Credit hereunder) (a) the sum of the debt (including contingent liabilities) of the Borrower and its Subsidiaries, on a consolidated basis, does not exceed the present fair saleable value of the present assets of the Borrower and its Subsidiaries, on a consolidated basis, (b) the capital of the Borrower and its Subsidiaries, on a consolidated basis, is not unreasonably small in relation to their business, (c) the Borrower and its Subsidiaries, on a consolidated basis, have not incurred and do not intend to incur, or believe that they will incur, debts including current obligations, beyond their ability to pay such debts as they become due (whether at maturity or otherwise), and (d) the Borrower and its Subsidiaries, on a consolidated basis, are "solvent" within the meaning given to that term and similar terms under applicable laws relating to fraudulent transfers and conveyances.

Section 7.24 Anti-Corruption Laws; Sanctions; OFAC.

(a) The Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

(b) The Borrower, its Subsidiaries, their respective directors and officers, and to the knowledge of the Borrower, its employees, agents and the other Permitted L/C Parties are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects and are not knowingly engaged in any activity that would reasonably be expected to result in any Group Member being designated as a Sanctioned Person.

(c) None of (i) the Borrower, any Subsidiary or any of their respective directors, officers or employees, or (ii) to the knowledge of the Borrower, any other Permitted L/C Party or any agent of the Borrower or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. The Borrower will not directly or, to its knowledge, indirectly use the proceeds from the Loans or lend, contribute or otherwise make available such proceeds to any Subsidiary, other Permitted L/C Party, joint venture partner or other Person, for the purpose of financing the activities of any Person currently subject to any applicable Sanctions, or otherwise in violation of any Anti-Corruption Law.

Section 7.25 Senior Debt Status. The Secured Obligations constitute "Senior Indebtedness", "Designated Senior Indebtedness" or any similar designation under and as defined in any agreement governing any senior subordinated or subordinated Indebtedness and the subordination provisions set forth in each such agreement, if any, are legally valid and enforceable against the parties thereto.

Section 7.26 EEA Financial Institution. No Loan Party is an Affected Financial Institution.

ARTICLE VIII
AFFIRMATIVE COVENANTS

Until Payment in Full, the Borrower covenants and agrees with the Lenders that:

Section 8.01 Financial Statements; Other Information. The Borrower will furnish to the Administrative Agent for delivery to each Lender:

(a) Annual Financial Statements. As soon as available, but in any event in accordance with then applicable law and not later than one hundred twenty (120) days after the end of each Fiscal Year of the Parent (i) the Parent's audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous Fiscal Year of the Parent, all reported on by an independent public accountant reasonably acceptable to the Administrative Agent (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit, other than with respect to, or resulting from the occurrence of an upcoming maturity date of Indebtedness) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Borrower and its Consolidated Subsidiaries on a consolidated basis and the other Group Members (as applicable), on a consolidated basis, in each case, in accordance with IFRS (or if the Parent's financial statements are available in accordance with GAAP, GAAP) consistently applied, (ii) the Borrower's audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous Fiscal Year of the Borrower, which present fairly in all material respects the financial condition and results of operations of the Borrower and its Consolidated Subsidiaries on a consolidated basis and the other Group Members (as applicable), on a consolidated basis, in each case, in accordance with IFRS (or if the Parent's financial statements are available in accordance with GAAP, GAAP), consistently applied, and for the avoidance of doubt, without accompanying financial statement footnotes, and (iii) for any Fiscal Year in which the Borrower's and the Parent's financial statements are not provided in accordance with GAAP, a reconciliation to GAAP of the statements provided in Sections 8.01(a)(i) and (ii) in a format reasonably acceptable to the Administrative Agent.

(b) Quarterly Financial Statements. As soon as available, but in any event in accordance with then applicable law and not later than sixty (60) days after the end of each of the first three Fiscal Quarters of each Fiscal Year of the Parent, (i) the Parent's unaudited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such Fiscal Quarter and the then elapsed portion of such Fiscal Year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous Fiscal Year, all certified by one of its Financial Officers as presenting fairly in all material respects the financial condition and results of operations of the Parent and its Consolidated Subsidiaries on a consolidated basis and the other Group Members (as applicable), on a consolidated basis, in each case, in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes and (ii) the Borrower's unaudited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such Fiscal Quarter and the then elapsed portion of such Fiscal Year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous Fiscal Year, all certified by one of its Financial Officers as presenting fairly in all material respects the financial condition and results of operations of the Borrower and its Consolidated Subsidiaries on a consolidated basis and the other Group Members (as applicable), on a consolidated basis, in each case, in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes.

(c) Certificate of Financial Officer - Compliance. Concurrently with any delivery of financial statements under Section 8.01(a) or Section 8.01(b), a Compliance Certificate (i) certifying as to whether a Default has occurred and is continuing and, if a Default has occurred and is continuing, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) certifying that (A) the Borrower has been in compliance with the Financial Performance Covenants at such times as required therein as of the last day of such Fiscal Quarter and (B) in connection therewith, setting forth reasonably detailed calculations demonstrating such compliance, (iii) stating whether any change in GAAP or IFRS or in the application thereof has occurred since the date of the most recently delivered financial statements referred to in Section 8.01(a) and Section 8.01(b) and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate, (iv) stating whether there are any Subsidiaries which are to become Loan Parties in order to comply with Section 8.13 and, if any such Subsidiaries exist, specifying the actions proposed to be taken in connection therewith, and (v) attaching reasonably detailed calculations of Free Cash Flow for the Test Period then ended.

(d) Certificate of Financial Officer – Swap Agreements. Concurrently with any delivery of financial statements pursuant to Section 8.01(a) and Section 8.01(b), a certificate of a Financial Officer, in form and substance reasonably satisfactory to the Administrative Agent, setting forth as of the last Business Day of such Fiscal Quarter or Fiscal Year, a true and complete list of all Swap Agreements of the Borrower and each Group Member, the material terms thereof (including the type, term, effective date, termination date and notional amounts or volumes), the net mark-to-market value therefor (as of the last Business Day of such Fiscal Quarter or Fiscal Year), any new credit support agreements relating thereto not listed on Schedule 7.21, any margin required or supplied under any credit support document, and the counterparty to each such agreement.

(e) Production Report and Lease Operating Statements. Within sixty (60) days after the end of each Fiscal Quarter, a report setting forth, for each calendar month during the then current Fiscal Year to date, the volume of total production and sales attributable to production (and the prices at which such sales were made and the revenues derived from such sales) for each such calendar month from the Oil and Gas Properties of the Group Members, and setting forth the related ad valorem, severance and production taxes and lease operating expenses attributable thereto and incurred for each such calendar month.

(f) Certificate of Insurer - Insurance Coverage. Within five (5) Business Days following each material change in the insurance maintained in accordance with Section 8.06, certificates of insurance coverage with respect to the insurance required by Section 8.06, in form and substance satisfactory to the Administrative Agent, and, if reasonably requested by the Administrative Agent or any Lender, all copies of the applicable policies.

(g) SEC and Other Filings; Reports to Shareholders. Promptly after the same become publicly available, copies of all periodic and other reports, proxy statements, financial statements, and other materials filed by any Group Member with the SEC or with any national securities exchange.

(h) Notices Under Material Instruments. Concurrently with the furnishing thereof, copies of any financial statement, report or notice (including any notice of default) furnished to or by any Person pursuant to the terms of any preferred stock designation, indenture, loan or credit or other similar agreement evidencing Material Indebtedness (other than this Agreement) that has not been previously furnished to the Lenders pursuant to any other provision of this Section 8.01.

(i) Lists of Purchasers. Concurrently with the delivery of any Reserve Report to the Administrative Agent pursuant to Section 8.11 (commencing with the Reserve Report as of October 1, 2022), a list of all Persons purchasing Hydrocarbons in excess of $1,000,000 from any Group Member (or, with respect to Oil and Gas Properties that are not operated by a Group Member, a list of the operators of such properties) during the two Fiscal Quarters ending as the date of such Reserve Report.

(j) Issuances and Incurrences of Debt. Two (2) Business Days prior written notice of the incurrence by any Group Member of any Permitted Unsecured Debt, Permitted Refinancing Indebtedness or, if in excess of $10,000,000, any other Indebtedness as well as the amount thereof, the anticipated closing date and definitive documentation for the foregoing and any other related information reasonably requested.

(k) Information Regarding Borrower and Guarantors. Prompt written notice of (and in any event within five (5) Business Days prior thereto or such other time as the Administrative Agent may agree in its sole discretion) any change (i) in a Loan Party's corporate name or in any trade name used to identify such Person in the conduct of its business or in the ownership of its Properties, (ii) in the location of the Loan Party's chief executive office or principal place of business, (iii) in the Loan Party's identity or corporate structure or in the jurisdiction in which such Person is incorporated or formed, (iv) in the Loan Party's jurisdiction of organization, and (v) in the Loan Party's federal taxpayer identification number.

(l) Patriot Act. Promptly upon request, all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

(m) Cash Flow and Forecasts. As soon as available, but in any event prior to March 1 and September 1 of each fiscal year, the Borrower's cash flow and capital expenditure forecast prepared on a monthly basis for (i) with respect to the March 1 forecast, the 12 month period comprised of the then current Fiscal Year and (ii) with respect to September 1 forecast, the 12 month period from July 1 of such Fiscal Year through June 30 of the following Fiscal Year, each in form and detail reasonably satisfactory to the Administrative Agent.

(n) Notices Related to Oil and Gas Properties and Swap Agreements. In the event the Borrower or any Restricted Subsidiary (i) intends to consummate any sale, transfer, assignment or other disposition involving Proved Reserves with a fair market value in excess of $5,000,000 in accordance with Section 9.11, reasonable prior written notice (and in any event not less than five (5) Business Days prior notice) of such disposition, the price thereof and the anticipated date of closing and any other details thereof reasonably requested by the Administrative Agent, (ii) receives any notice of early termination of any Swap Agreement to which the Borrower or any Restricted Subsidiary is a party from any of its counterparties, or any Swap Agreement to which the Borrower or any Restricted Subsidiary is a party is Unwound and results in cash payments to the Borrower or any Restricted Subsidiary in excess of $5,000,000, or (iii) any combination of (i) and (ii) above that results in cash payments to the Borrower or any Restricted Subsidiary in excess of $5,000,000, written notice, promptly thereafter (and in any event, not more than three (3) Business Days thereafter), of such early termination notice or such Unwind.

(o) Notice of Casualty Events. Promptly, but in any event within ten (10) Business Days following the occurrence thereof, written notice of the occurrence of any Casualty Event or the commencement of any action or proceeding that could reasonably be expected to result in a Casualty Event, in each case, of any Property of any Group Member having a Fair Market Value in excess of $10,000,000.

(p) Notices of Certain Changes. Promptly, but in any event within five (5) Business Days after the execution thereof, copies of any amendment, modification or supplement to the certificate or articles of incorporation, by-laws, any preferred stock designation or any other Organizational Document of the Borrower or any Group Member.

(q) Other Requested Information. Promptly, but in any event within five (5) Business Days following any request therefor, such other information regarding the operations, business affairs and financial condition of the Borrower or any Subsidiary (including any Plan or Multiemployer Plan to which any Group Member or any of their respective ERISA Affiliates contributes or has an obligation to contribute and any reports or other information, in either case with respect thereto, required to be filed under ERISA), or compliance with the terms of this Agreement or any other Loan Document, as the Administrative Agent or any Lender may reasonably request in writing.

(r) Notices of Acquisitions of Oil and Gas Properties. Promptly, but in any event within five (5) Business Days following the occurrence thereof, written notice of the acquisition of any Oil and Gas Properties by the Group Members in one or a series of related transactions having a Fair Market Value in excess of $10,000,000 or where the consideration paid exceeds $10,000,000.

(s) Take or Pay, Ship or Pay or Other Prepayments. Concurrently with the delivery of any Reserve Report to the Administrative Agent pursuant to Section 8.11 (commencing with the Reserve Report as of October 1, 2022), written notice of the occurrence of any Group Member entering into a take or pay, ship or pay or other prepayments arrangement with respect to the Oil and Gas Properties of any Group Member.

(t) Beneficial Ownership. Promptly upon the reasonable request of the Administrative Agent or any Lender, provide the Administrative Agent or such Lender, as the case may be, any information or documentation reasonably requested by it for purposes of complying with the Beneficial Ownership Regulation.

(u) Sustainability Certificate. As soon as available and in any event by June 30th following the end of each Fiscal Year (commencing with the Fiscal Year ending December 31, 2022), a Sustainability Certificate for the most recently-ended Fiscal Year; provided, that, for any Fiscal Year the Borrower may elect not to deliver a Sustainability Certificate, and such election shall not constitute a Default or Event of Default (but such failure to so deliver a Sustainability Certificate by June 30th shall result in the Sustainability Rate Adjustment being applied as set forth in Section 2.13(c)).

(v) Sustainability Report. As soon as available and in any event within 150 days following the end of each Fiscal Year (commencing with the Fiscal Year ending December 31, 2022), a Sustainability Report for the most recently-ended Fiscal Year; provided, that, for any Fiscal Year the Borrower may elect not to deliver a Sustainability Report, and such election shall not constitute a Default or Event of Default.

Documents required to be delivered pursuant to this Section 8.01 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which such documents are posted on the Borrower's behalf on IntraLinks/IntraAgency or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that the Borrower shall notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions of any such documents.

Section 8.02 Notices of Material Events. Within three (3) Business Days, the Borrower will furnish to the Administrative Agent written notice of the following:

(a) Defaults. The occurrence of any Default or Event of Default;

(b) Governmental Matters. The filing or commencement of, or the threat in writing of, any action, suit, proceeding, investigation or arbitration by or before any arbitrator or Governmental Authority against or affecting Group Members thereof not previously disclosed in writing to the Lenders or any material adverse development in any action, suit, proceeding, investigation or arbitration (whether or not previously disclosed to the Lenders) that, in either case, if adversely determined, could reasonably be expected to result in a Material Adverse Effect;

(c) ERISA Events. The occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to result in liability of the Borrower or any Group Member in an aggregate amount exceeding $10,000,000; and

(d) Material Adverse Effect and Borrowing Base Adjustment. Any other development that results in, or could reasonably be expected to result in a Material Adverse Effect or an adjustment to the Borrowing Base pursuant to the Borrowing Base Adjustment Provisions.

(e) Beneficial Ownership. To the extent the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, the Borrower shall notify the Administrative Agent and each Lender that previously received a Beneficial Ownership Certification of any change in the information provided in the Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified therein.

Each notice delivered under this Section 8.02 shall be accompanied by a statement of a Responsible Officer setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 8.03 Existence; Conduct of Business. The Borrower will, and will cause each Group Member to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises necessary to the conduct of its business and maintain, if necessary, its qualification to do business in each other material jurisdiction in which its Oil and Gas Properties is located or the ownership of its Properties requires such qualification, except to the extent that the failure to be so qualified could not reasonably be expected to cause a Material Adverse Effect; provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 9.10.

Section 8.04 Payment of Obligations. The Borrower will, and will cause each other Group Member to, pay its material obligations (other than Material Indebtedness), including material tax liabilities of the Borrower and all of the other Group Members before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings and (b) the Borrower or such other Group Member has set aside on its books adequate reserves with respect thereto in accordance with GAAP.

Section 8.05 Operation and Maintenance of Properties. The Borrower, at its own expense, will, and will cause each other Group Member and Affiliate Operator to:

(a) operate its Oil and Gas Properties (i) in accordance with the customary practices of the industry and (ii) in compliance with all applicable contracts and agreements and in compliance with all applicable Governmental Requirements, in the case of clauses (i) and (ii) above, in all material respects, including applicable pro ration requirements and applicable Environmental Laws, and all applicable laws, rules and regulations of every other Governmental Authority from time to time constituted to regulate the development and operation of its Oil and Gas Properties and the production and sale of Hydrocarbons and other minerals therefrom in all material respects;

(b) keep and maintain all Property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, in accordance with the standard of a prudent operator;

(c) promptly pay and discharge, or make reasonable and customary efforts to cause to be paid and discharged, all material delay rentals, royalties, expenses and indebtedness accruing under the leases or other agreements affecting or pertaining to its Oil and Gas Properties and will do all other things necessary, in accordance with industry standards, to keep unimpaired their rights with respect thereto and prevent any forfeiture thereof or default thereunder, in each case, in all material respects;

(d) promptly perform or make reasonable and customary efforts to cause to be performed, in accordance with customary industry standards, the obligations required by each and all of the assignments, deeds, leases, sub-leases, contracts and agreements affecting its interests in its Oil and Gas Properties and other material Properties, in each case, in all material respects; and

(e) to the extent a Group Member or Affiliate Operator is not the operator of any Property, the Borrower shall use reasonable efforts to cause the operator to comply with this Section 8.05, but failure of the operator so to comply will not constitute a Default or Event of Default.

Section 8.06 Insurance. The Borrower will maintain, with financially sound and reputable insurance companies, insurance covering all Group Members, 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 the applicable insurance policy or policies insuring the Group Members or their Property shall be endorsed in favor of and made payable to the Administrative Agent as sole "loss payee" or other formulation reasonably acceptable to the Administrative Agent and such liability policies shall name the Administrative Agent and the Lenders as "additional insureds" and provide that the insurer will endeavor to give at least 30 days prior notice of any cancellation to the Administrative Agent.

Section 8.07 Books and Records; Inspection Rights. The Borrower will, and will cause each other Group Member to, keep proper books of record and account in which full, true and correct entries in conformity with GAAP, prudent accounting practice and all Governmental Requirements shall be made of all dealings and transactions in relation to its business and activities. The Borrower will, and will cause each other Group Member to, permit any representatives designated by the Administrative Agent or any Lender, upon reasonable prior written notice, to visit and inspect its Properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times during normal business hours and as often as reasonably requested; provided that, unless an Event of Default exists, no more than one visit per year shall be at the Borrower's expense. Neither the Borrower nor any Subsidiary will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter (a) that constitutes non-financial trade secrets or non-financial proprietary information, (b) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by any Governmental Requirement or any binding agreement (provided that the Loan Parties shall use commercially reasonable efforts to cause its agreements to permit disclosure of information that is pertinent to the interests of the Lenders to the Administrative Agent and the Lenders subject to the confidentiality provisions herein) or (c) that is subject to attorney-client or similar privilege or constitutes attorney work product.

Section 8.08 Compliance with Laws. The Borrower will, and will cause each Group Member and Affiliate Operator to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its Property in all material respects. The Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by the Group Members, the Affiliate Operators and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

Section 8.09 Environmental Matters.

(a) The Borrower will, and will cause each Group Member and Affiliate Operator to; (i) comply with all applicable Environmental Laws, and undertake reasonable efforts to ensure that all tenants and subtenants (if any), and all Persons with whom any Group Member or Affiliate Operator has contracted for the exploration, development, production, operation, or other management of an oil or gas well or lease, comply with all applicable Environmental Laws; and (ii) generate, use, treat, store, release, transport, dispose of, and otherwise manage all Hazardous Materials in a manner that could not reasonably be expected to result in any Liability to any Group Member or Affiliate Operator or to adversely affect any real property owned, leased or operated by any of them, and take reasonable efforts to prevent any other Person from generating, using, treating, storing, releasing, transporting, disposing of, or otherwise managing Hazardous Materials in a manner that could reasonably be expected to result in a liability to any Group Member, or with respect to any Mortgaged Property, could reasonably be expected to adversely affect its fair saleable value (for the avoidance of doubt, with respect to activities on properties neighboring such real property, such reasonable efforts shall not include any obligation to monitor such activities or properties); it being understood that this clause (a) shall be deemed not breached by a noncompliance with any of the foregoing (i) or (ii) if, upon learning of such noncompliance or any condition that results from such noncompliance, any affected Group Member promptly develops and diligently implements a response to such noncompliance and any such condition that is consistent with principles of prudent environmental management and all applicable Environmental Laws, and provided that such response and condition, in the aggregate with any other such responses and conditions, could not reasonably be expected to have a Material Adverse Effect.

(b) The Borrower will promptly, but in no event later than five (5) days after learning of any action, investigation, demand or inquiry contemplated by this Section 8.09(b), notify the Administrative Agent and the Lenders in writing of any action, investigation, demand, or inquiry by any Person threatened in writing or commenced against the Borrower or any Group Member, or any of their property or any property with respect to which a Group Member has any interest or obligation, in connection with any applicable Environmental Laws or regarding any Hazardous Materials (excluding routine testing and corrective action), unless the Borrower reasonably determines, based on the information reasonably available to it at the time, that such action, investigation, demand or inquiry is unlikely to result in costs and liabilities in excess of $5,000,000 (it being understood that the amount will be determined in the aggregate with the costs and liabilities of all related similar actions, investigations, demands or inquiries) or could not reasonably be expected to have a Material Adverse Effect (it being understood that the Borrower shall be deemed to have given notice under this Section 8.09(b) regarding the matters set forth on Schedule 8.09(b) to this Agreement to the extent such matters are described thereon).

(c) If an Event of Default has occurred or is reasonably anticipated, or if any event or circumstance has occurred or is reasonably suspected that could reasonably be expected to result in a material diminution in the value of any of the Mortgaged Properties, the Administrative Agent may (but shall not be obligated to), at the expense of the Borrower (such expenses to be reasonable in light of the circumstances), conduct such investigation as it reasonably deems appropriate to determine the nature and extent of any noncompliance with applicable Environmental Laws, the nature and extent of the presence of any Hazardous Material and the nature and extent of any other environmental conditions that may exist at or affect any of the Mortgaged Properties, and the Loan Parties and each relevant Group Member shall reasonably cooperate with the Administrative Agent in conducting such investigation and in implementing any response to such noncompliance, Hazardous Material or other environmental condition as the Administrative Agent reasonably deems appropriate. Such investigation and response may include, without limitation, a detailed visual inspection of the Mortgaged Properties, including all storage areas, storage tanks, drains and dry wells and other structures and locations, as well as the taking of soil samples, surface water samples, and ground water samples and such other investigations or analyses as the Administrative Agent deems appropriate, and any containment, cleanup, removal, repair, restoration, remediation or other remedial work. Upon reasonable request and notice, the Administrative Agent and its officers, employees, agents and contractors shall have and are hereby granted the right to enter upon the Mortgaged Properties for the foregoing purposes.

Section 8.10 Further Assurances.

(a) The Borrower at its sole expense will, and will cause each other Group Member to, promptly execute and deliver to the Administrative Agent all such other documents, agreements and instruments reasonably requested by the Administrative Agent to (i) further evidence and more fully describe the collateral intended as security for the Secured Obligations, (ii) correct any omissions in this Agreement or the Security Instruments, (iii) state more fully the obligations secured therein, (iv) perfect, protect or preserve any Liens created pursuant to this Agreement or any of the Security Instruments or the priority thereof, or (v) make any recordings, file any notices or obtain any consents, all as may be reasonably necessary or appropriate, in the reasonable discretion of the Administrative Agent to ensure that the Administrative Agent, on behalf of the Secured Parties, has a perfected security interest in all assets of the Loan Parties. In addition, at the Administrative Agent's request, the Borrower, at its sole expense, shall provide any information requested to identify any Mortgaged Property, a customary "lease to well" reconciliation schedule, list or similar item, exhibits to Mortgages in form and substance reasonably satisfactory to the Administrative Agent (which such exhibits shall be in recordable form for the applicable jurisdiction) or any other information requested in connection with the identification of any Mortgaged Property.

(b) The Borrower hereby authorizes the Administrative Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Mortgaged Property without the signature of the Borrower or any other Loan Party where permitted by law, which financing statements may contain a description of collateral that describes such property in any manner as the Administrative Agent may reasonably determine is necessary or advisable to ensure the perfection of the security interest in the Mortgaged Property consistent with the terms of the Loan Documents, including describing such property as "all assets" or "all property" or words of similar effect. A carbon, photographic or other reproduction of the Security Instruments or any financing statement covering the Mortgaged Property or any part thereof shall be sufficient as a financing statement where permitted by law.

Section 8.11 Reserve Reports.

(a) On or before April 1st and October 1st of each year beginning October 1, 2022, the Borrower shall furnish to the Administrative Agent and the Lenders a Reserve Report evaluating the Borrowing Base Properties of the Borrower and its Subsidiaries as of the immediately preceding December 31st (the "December 31 Reserve Report") and June 30th (the "June 30 Reserve Report"), as applicable. Each (A) December 31 Reserve Report delivered on or before April 1st of each year, shall be prepared by one or more Approved Petroleum Engineers, and (B) June 30 Reserve Report delivered on or before October 1st of each year shall be prepared by one or more Approved Petroleum Engineers or internally under the supervision of the chief engineer of the Borrower who shall certify such Reserve Report to be true and accurate in all material respects and to have been prepared in accordance with the procedures used in the immediately preceding December 31 Reserve Report.

(b) In the event of a request for an Interim Redetermination pursuant to Section 2.07(b), the Borrower shall furnish to the Administrative Agent and the Lenders a Reserve Report prepared by or under the supervision of the chief engineer of the Borrower who shall certify such Reserve Report to be true and accurate in all material respects and to have been prepared in accordance with the procedures used in the immediately preceding December 31 Reserve Report with an "as of" date as required by the Administrative Agent as soon as commercially reasonable, but in any event no later than thirty (30) days following the receipt of such request; provided that at any time prior to delivery of such Reserve Report the Administrative Agent may, or at the direction of the Required Lenders shall, elect to use the most recently delivered Reserve Report, which such Reserve Report may be rolled forward in a customary manner.

(c) With the delivery of each Reserve Report, the Borrower shall provide to the Administrative Agent and the Lenders a Reserve Report Certificate substantially in the form of Exhibit I from a Responsible Officer certifying that in all material respects: (i) the information contained in the Reserve Report and any other information delivered in connection therewith is true and correct, (ii) except as set forth on an exhibit to the certificate, the Borrower or the other Loan Parties own good and defensible title to the Borrowing Base Properties evaluated in such Reserve Report and such Borrowing Base Properties are free of all Liens except for Liens permitted by Section 9.03, (iii) except as set forth on an exhibit to the certificate, (A) on a net basis there are no gas imbalances, take or pay or other prepayments in excess of the volume specified in Section 7.18 with respect to the Borrowing Base Properties evaluated in such Reserve Report which would require the Borrower or any other Group Member to deliver Hydrocarbons either generally or produced from such Borrowing Base Properties at some future time without then or thereafter receiving full payment therefor and (B) there are no take-or-pay or ship-or-pay contracts that have not been disclosed in a previous Reserve Report Certificate, (iv) none of their Borrowing Base Properties have been sold (other than Hydrocarbons sold in the ordinary course of business) since the date of the last Borrowing Base determination except as set forth on an exhibit to the certificate, which exhibit shall list all of its Borrowing Base Properties sold (other than Hydrocarbons sold in the ordinary course of business) and in such detail as reasonably required by the Administrative Agent, (v) attached to the certificate is a list of all marketing agreements entered into by a Group Member subsequent to the later of the date hereof or the most recently delivered Reserve Report which the Borrower could reasonably be expected to have been obligated to list on Schedule 7.19 had such agreement been in effect on the date hereof and (vi) attached thereto is a schedule of the Borrowing Base Properties evaluated by such Reserve Report that are Mortgaged Properties and demonstrating the percentage of the PV-10 of the Borrowing Base Properties that the value of such Mortgaged Properties represent and that such percentage is in compliance with Section 8.13(a) (the certificate described herein, the "Reserve Report Certificate"). For the avoidance of doubt, the requirement to provide a Reserve Report Certificate shall require the delivery of such Reserve Report Certificate at the time each Reserve Report is delivered.

Section 8.12 Title Information.

(a) On or before the delivery to the Administrative Agent and the Lenders of each Reserve Report required by Section 8.11(a), the Borrower shall deliver title information in form and substance acceptable to the Administrative Agent covering enough of the Borrowing Base Properties evaluated by such Reserve Report that were not included in the immediately preceding Reserve Report, so that the Administrative Agent shall have received reasonably satisfactory title information on Hydrocarbon Interests constituting at least 85% of the PV-10 of the Borrowing Base Properties evaluated by such Reserve Report as determined by the Administrative Agent.

(b) If the Borrower has provided title information for additional Properties under Section 8.12(a), the Borrower shall, within 60 days (or such longer period as the Administrative Agent may agree up to a maximum of thirty (30) additional days) after notice from the Administrative Agent that title defects or exceptions exist with respect to such additional Properties (or such longer period as the Administrative Agent may approve in its sole discretion), either (i) cure any such title defects or exceptions (including defects or exceptions as to priority) which are not permitted by Section 9.03 raised by such information, (ii) substitute acceptable Mortgaged Properties with no title defects or exceptions except for Liens permitted by Section 9.03 having an equivalent or greater value or (iii) deliver title information in form and substance reasonably acceptable to the Administrative Agent so that the Administrative Agent shall have received, together with title information previously delivered to the Administrative Agent, reasonably satisfactory title information on Hydrocarbon Interests constituting at least 85% of the PV-10 of the Borrowing Base Properties evaluated by such Reserve Report as determined by the Administrative Agent.

(c) If the Borrower is unable to cure any title defect reasonably requested by the Administrative Agent or the Lenders to be cured within the 60-day (or such longer period as the Administrative Agent may agree up to a maximum of thirty (30) additional days) period or the Borrower does not comply with the requirements to provide acceptable title information covering 85% of the PV-10 of the Borrowing Base Properties evaluated in the most recent Reserve Report as determined by the Administrative Agent, such failure shall not be a Default, but instead the Administrative Agent and/or the Required Lenders shall each have the right to exercise the following remedy in their sole discretion from time to time, and any failure to so exercise this remedy at any time shall not be a waiver as to future exercise of the remedy by the Administrative Agent or the Lenders. To the extent that the Administrative Agent or the Required Lenders are not reasonably satisfied with title to any Mortgaged Property after the 60-day (or such longer period as the Administrative Agent may agree up to a maximum of thirty (30) additional days) period has elapsed, such unacceptable Mortgaged Property shall not count towards the 85% requirement, and the Administrative Agent may send a notice to the Borrower and the Lenders that the then outstanding Borrowing Base shall be reduced by an amount as determined by the Required Lenders to cause the Borrower to be in compliance with the requirement to provide acceptable title information covering 85% of the PV-10 of the Borrowing Base Properties evaluated by such Reserve Report. This new Borrowing Base shall become effective immediately after receipt of such notice.

Section 8.13 Additional Collateral; Additional Guarantors.

(a) In connection with each redetermination of the Borrowing Base (including, for avoidance of doubt, any Interim Redetermination), the Borrower shall review the Reserve Report and the list of current Mortgaged Properties (as described in Section 8.11(c)(vi)) to ascertain whether the Borrowing Base Properties which are Mortgaged Properties represent at least 85% of the PV-10 of the Borrowing Base Properties evaluated in the most recently completed Reserve Report after giving effect to exploration and production activities, acquisitions, Dispositions and production. In the event that the Mortgaged Properties do not represent at least 85% of such PV-10 value, then the Borrower shall, and shall cause the other Loan Parties to, grant, within thirty (30) days of delivery of the Reserve Report Certificate required under Section 8.11(c), to the Administrative Agent as security for the Secured Obligations a first-priority Lien interest (provided that Excepted Liens of the type described in clauses (a) to (d) and (f) of the definition thereof may exist, but subject to the provisos at the end of such definition) on additional Oil and Gas Properties not already subject to a Lien of the Security Instruments such that after giving effect thereto, the Mortgaged Properties will represent at least 85% of such PV-10 value. All such Liens will be created and perfected by and in accordance with the provisions of deeds of trust, security agreements and financing statements or other Security Instruments, all in form and substance reasonably satisfactory to the Administrative Agent and with sufficient executed (and acknowledged where necessary or appropriate) counterparts for recording purposes. In order to comply with the foregoing, if any Subsidiary grants a Lien on its Oil and Gas Properties pursuant to this Section 8.13(a) and such Subsidiary is not a Guarantor, then it shall become a Guarantor and comply with Section 8.13(b). It is understood that the obligation to pledge and provide first priority perfected liens on only 85% (rather than 100%) of the PV-10 of the Borrowing Base Properties is a matter of administrative convenience only and it is the intention of the parties that the Administrative Agent benefit from an all assets pledge of the Loan Parties' Properties; accordingly the percentage of the PV-10 of the Borrowing Base Properties pledged to the Administrative Agent for the benefit of the Secured Parties may be (but shall not be required to be) up to 100% at any time.

(b) (i) The Borrower shall promptly cause each Domestic Subsidiary Group Member that is a wholly-owned Material Subsidiary and which is not acquired or created for the purpose of an ABS Transaction to guarantee and secure the Secured Obligations pursuant to the Guarantee and Collateral Agreement, including pursuant to a supplement or joinder thereto. In connection with any such guaranty and security interest grant, the Borrower shall, or shall cause (i) such Material Subsidiary to promptly execute and deliver such Guarantee and Collateral Agreement (or a supplement thereto, as applicable), (ii) the owners of the Equity Interests of such Material Subsidiary who are Group Members to pledge all of the Equity Interests of such Material Subsidiary (including delivery of original stock certificates (if any) evidencing the certificated Equity Interests of such Subsidiary, together with an appropriate undated stock powers for each certificate duly executed in blank by the registered owner thereof) and (iii) such Material Subsidiary or other Person, as applicable, to promptly execute and deliver such other additional closing documents, legal opinions and certificates as shall reasonably be requested by the Administrative Agent.

(ii) With respect to any Subsidiary that is acquired or created for the purpose of an ABS Transaction, such Subsidiary shall guarantee and secure the Secured Obligations prior to its acquisition (either by assignment, division, divisive merger or otherwise) of any Mortgaged Property or the Equity Interest of an entity that owns Mortgaged Property by executing a supplement to the Guarantee and Collateral Agreement in the form of Annex I thereto and if such ABS Transaction does not close within five (5) Business Days (or such longer period as the Administrative Agent shall agree) after the acquisition of such Mortgaged Property or the Equity Interest of an entity that owns such Mortgaged Property by such Subsidiary, the Borrower shall cause (A) the owners of the Equity Interests of such Subsidiary who are Group Members to pledge all of the Equity Interests of such Subsidiary (including delivery of original stock certificates (if any) evidencing the certificated Equity Interests of such Subsidiary, together with an appropriate undated stock powers for each certificate duly executed in blank by the registered owner thereof) and (B) such Material Subsidiary to promptly execute and deliver such other additional closing documents (including Mortgages or amendments to Mortgages), legal opinions and certificates as shall reasonably be requested by the Administrative Agent.

(c) In the event that any Loan Party becomes the owner of (i) a first tier Foreign Group Member or (ii) a Domestic Subsidiary Group Member, then the parent Loan Party shall (A) pledge (x) 65% of all Equity Interests of such Foreign Group Member or (y) 100% of all the Equity Interests of such Domestic Subsidiary Group Member, in each case, that are owned by such Loan Party (including, in each case, delivery of original stock certificates, if any, evidencing such certificated Equity Interests, together with appropriate stock powers for each certificate duly executed in blank by the registered owner thereof) and (along with such Foreign Group Member or Subsidiary Group Member, as applicable) execute and deliver such other additional closing documents, legal opinions and certificates as shall reasonably be requested by the Administrative Agent.

(d) The Borrower will at all times cause the other material tangible and intangible personal property assets (other than any "Excluded Asset" as defined in the Security Instruments) of the Borrower and each Group Member to be subject to a Lien of the Security Instruments.

Section 8.14 ERISA Compliance. The Borrower will promptly furnish and will cause each Subsidiary of the Borrower and any ERISA Affiliate to promptly furnish to the Administrative Agent (a) immediately upon becoming aware of the occurrence of any ERISA Event or of any Prohibited Transaction, which could reasonably be expected to result in liability of the Borrower or Group Member in an aggregate amount exceeding $10,000,000, in connection with any Plan or any trust created thereunder, a written notice of the Borrower or such other Group Member or ERISA Affiliate, as the case may be, specifying the nature thereof, what action such Person is taking or proposes to take with respect thereto, and, when known, any action taken or proposed by the Internal Revenue Service, the Department of Labor or the PBGC with respect thereto, and (b) immediately upon receipt thereof, copies of any notice of the PBGC's intention to terminate or to have a trustee appointed to administer any Plan. With respect to each Plan, except for matters that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Borrower will, and will cause each Subsidiary and ERISA Affiliate to, (A) satisfy in full and in a timely manner, without incurring any late payment or underpayment charge or penalty and without giving rise to any lien, all of the contribution and funding requirements of Section 412 of the Code and of Section 302 of ERISA, and (B) pay, or cause to be paid, to the PBGC and in a timely manner, without incurring any late payment or underpayment charge or penalty and without giving rise to any lien, after giving effect to any applicable grace period, all premiums required pursuant to Sections 4006 and 4007 of ERISA. Promptly following receipt thereof from the administrator or plan sponsor, but in any event within five (5) Business Days following any request therefor, the Borrower will furnish or will cause any applicable Subsidiary and any applicable ERISA Affiliate to furnish to the Administrative Agent copies of any documents described in Sections 101(k) or 101(l) of ERISA that any Group Member or any ERISA Affiliate may request with respect to any Multiemployer Plan to which any Group Member or any ERISA Affiliate contributes or has an obligation to contribute; provided, that if the Group Members or any of their ERISA Affiliates have not requested such documents or notices from the administrator or sponsor of the applicable Multiemployer Plan, then, upon reasonable request of the Administrative Agent, the Group Members and/or their ERISA Affiliates shall promptly, but in any event within five (5) Business Days following such request, make a request for such documents or notices from such administrator or sponsor and the Borrower shall provide copies of such documents and notices to the Administrative Agent promptly, but in any event within five (5) Business Days following receipt thereof.

Section 8.15 Swap Agreements. Within thirty (30) days (or such longer period as may be agreed by the Administrative Agent) after the Closing Date and thereafter on each April 1st and October 1st, the Loan Parties shall be party to Swap Agreements (including without limitation puts and floors) in respect of commodities the net notional volumes for which (when aggregated with other commodity Swap Agreements then in effect (other than basis differential swaps on volumes already hedged pursuant to other Swap Agreements)) equal at least:

(a) (i) 65% of the reasonably anticipated (A) Hydrocarbon production from the Group Member's total proved developed producing reserves and (B) the Specified NGLs as forecast based upon the most recent Reserve Report delivered pursuant to Section 8.11 for each month during the 12 month period from such April 1st and October 1st, as applicable, and (ii) 35% of the reasonably anticipated (A) Hydrocarbon production from the Group Member's total proved developed producing reserves and (B) the Specified NGLs as forecast based upon the most recent Reserve Report delivered pursuant to Section 8.11 for each month during the 12 month period thereafter; and

(b) (i) 50% of the reasonably anticipated (A) Hydrocarbon production from the Group Member's total proved developed producing reserves of natural gas and (B) Specified NGLs as forecast based upon the most recent Reserve Report delivered pursuant to Section 8.11 for each month during the 12 month period from such April 1st and October 1st, as applicable, and (ii) 25% of the reasonably anticipated (A) Hydrocarbon production from the Group Member's total proved developed producing reserves of natural gas and (B) Specified NGLs as forecast based upon the most recent Reserve Report delivered pursuant to Section 8.11 for each month during the 12 month period thereafter.

The amounts set forth in Sections 8.15(a) and (b) shall be modified by the same Swap Adjustment used in Section 9.17(a)(i) at the time of determination and being the "Minimum Required Volume".

Section 8.16 Marketing Activities. The Borrower will not, and will not permit any of the other Group Members to, engage in marketing activities for any Hydrocarbons or enter into any contracts related thereto other than (i) contracts for the sale of Hydrocarbons scheduled or reasonably estimated to be produced from their proved Oil and Gas Properties during the period of such contract, (ii) contracts for the sale of Hydrocarbons scheduled or reasonably estimated to be produced from proved Oil and Gas Properties of third parties during the period of such contract associated with the Oil and Gas Properties of the Borrower and the other Group Members that the Borrower or one of the other Group Members has the right to market pursuant to joint operating agreements, unitization agreements or other similar contracts that are usual and customary in the oil and gas business and (iii) other contracts for the purchase and/or sale of Hydrocarbons of third parties (A) which have generally offsetting provisions (i.e. corresponding pricing mechanics, delivery dates and points and volumes) such that no "position" is taken and (B) for which appropriate credit support has been taken to alleviate the material credit risks of the counterparty thereto.

Section 8.17 Account Control Agreements; Location of Proceeds of Loans. The Borrower shall, and shall cause each of the other Loan Parties to, maintain each of their Deposits Accounts (other than Excluded Accounts) with a Lender, and shall cause each of such Deposit Account and each of its Securities Accounts to be subject to a Control Agreement reasonably acceptable in form and substance to the Administrative Agent; provided (a) the Borrower and each other Loan Party shall comply with the foregoing requirement within sixty (60) days after the Closing Date (or such longer period as the Administrative Agent shall agree in its sole discretion), (b) no such Control Agreement shall be required for Excluded Accounts, and (c) if any Lender or Affiliate of a Lender is such a depository bank for the Borrower or any Guarantor and such Lender for any reason ceases to be a Lender party to this Agreement, the Borrower or such Guarantor (as applicable) shall be deemed to have satisfied the foregoing requirement so long as the Borrower or such Guarantor transitions its Deposit Accounts to another Lender or Affiliate of a Lender within sixty (60) days (or such longer period of time as may be acceptable to the Administrative Agent) following such cessation.

Section 8.18 Unrestricted Subsidiaries.

(a) The Borrower may designate any Restricted Subsidiary as an Unrestricted Subsidiary and, subject to Section 8.18(c), any Unrestricted Subsidiary as a Restricted Subsidiary upon delivery to the Administrative Agent of written notice from the Borrower; provided that immediately before and after such designation, (i) no Default or Event of Default shall have occurred and be continuing, (ii) immediately after giving effect to such designation, the Borrower shall be in *pro forma* compliance with the Financial Performance Covenants (iii) no Borrowing Base Deficiency not otherwise cured shall be existing or result therefrom and (iv) the representations and warranties of the Borrower and the Guarantors set forth in this Agreement and in the other Loan Documents shall be true and correct in all material respects (unless already qualified by materiality in which case such applicable representation and warranty shall be true and correct) on and as of the date of such designation, except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, on and as of the date of such designation, such representations and warranties shall continue to be true and correct in all material respects (unless already qualified by materiality in which case such applicable representation and warranty shall be true and correct) as of such specified earlier date.

(b) The designation of any Restricted Subsidiary as an Unrestricted Subsidiary and any Disposition of Property to an Unrestricted Subsidiary shall constitute (i) an Investment under Section 9.05 as of the date of designation or Disposition, as applicable, in an amount equal to the Fair Market Value of the Borrower's investment therein and (ii) a Disposition as of the date of designation or Disposition, including (A) for purposes of the provisions of Section 2.08 and (B) for purposes of EBITDAX where such Disposition shall be deemed to be a Material Disposition.

(c) The Borrower may designate any Unrestricted Subsidiary as a Restricted Subsidiary once upon delivery of written notice to the Administrative Agent; provided that such designation (i) shall constitute the incurrence at the time of designation of any Indebtedness and Liens of such Subsidiary existing at such time, (ii) shall constitute a reduction in any Investment under Section 9.05 to the extent that such Investment was attributable to such Restricted Subsidiary being an Unrestricted Subsidiary at the date of designation in an amount equal to the Fair Market Value of the Borrower's investment therein, it being understood that any incurrence of Indebtedness and Liens in connection herewith shall require compliance with Section 9.02 and Section 9.03, as applicable and (iii) shall require the Borrower to be in compliance with the Financial Performance Covenants immediately before such designation and in *pro forma* compliance immediately after such designation.

(d) Any designation of a Restricted Subsidiary of the Borrower as an Unrestricted Subsidiary, any designation of a Unrestricted Subsidiary as a Restricted Subsidiary and any Disposition to an Unrestricted Subsidiary will require the Borrower to provide the Administrative Agent a certificate signed by a Responsible Officer of the Borrower certifying that such designation complied with the preceding conditions in Section 8.18(b) or Section 8.18(c), as applicable.

Section 8.19 Commodity Exchange Act Keepwell Provisions. 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 the Loan Documents in respect of Swap Obligations (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified ECP Guarantor's obligations and undertakings under any guarantee voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations and undertakings of each Qualified ECP Guarantor under this Section 8.19 shall remain in full force and effect until the Secured Obligations have been indefeasibly paid and performed in full and the Commitments are terminated. Each Loan Party intends this Section 8.19 to constitute, and this Section 8.19 shall be deemed to constitute, a guarantee of the obligations of, and a "keepwell, support, or other agreement" for the benefit of, each other Loan Party for all purposes of the Commodity Exchange Act.

ARTICLE IX
NEGATIVE COVENANTS

Until Payment in Full, the Borrower covenants and agrees with the Lenders that:

Section 9.01 Financial Covenants.

(a) Ratio of Total Net Debt to EBITDAX. Beginning with the Fiscal Quarter ending September 30, 2022, the Borrower will not, as of the last day of any Fiscal Quarter, permit its ratio of Total Net Debt as of such last day to EBITDAX for the period of four Fiscal Quarters then ending on such day to exceed 3.25 to 1.00.

(b) Current Ratio. Beginning with the Fiscal Quarter ending September 30, 2022, the Borrower will not, as of the last day of any Fiscal Quarter, permit its Current Ratio as of such day to be less than 1.00 to 1.00.

Section 9.02 Indebtedness. The Borrower will not, and will not permit any other Group Member to, incur, create, assume or suffer to exist any Indebtedness, except:

(a) the Loans or other Secured Obligations;

(b) Indebtedness of the Group Members existing on the date hereof set forth on Schedule 9.02 as well as any Permitted Refinancing Indebtedness in respect thereof;

(c) purchase money Indebtedness or Capital Lease Obligations not to exceed $30,000,000 in the aggregate at any one time outstanding;

(d) unsecured Indebtedness associated with worker's compensation claims, bonds or surety obligations required by Governmental Requirements or by third parties in the ordinary course of business in connection with the operation of, or provision for the abandonment and remediation of, the Oil and Gas Properties;

(e) (i) Indebtedness among the Borrower and its Subsidiaries which are Loan Parties, (ii) Indebtedness between the Subsidiaries of the Borrower which are not Loan Parties and (iii) Indebtedness extended to the Borrower and its Subsidiaries which are Loan Parties by any Group Members; provided that (A) such Indebtedness is not held, assigned, transferred, negotiated or pledged to any Person other than a Loan Party and (B) any such Indebtedness owed by either the Borrower or a Guarantor shall be subordinated to the Secured Obligations on terms satisfactory to the Administrative Agent;

(f) endorsements of negotiable instruments for collection in the ordinary course of business;

(g) any guarantee of any other Indebtedness permitted to be incurred hereunder;

(h) unsecured Indebtedness in respect of Swap Agreements entered into in compliance with Section 9.17;

(i) Indebtedness of the Borrower in respect of Permitted Unsecured Debt and any Permitted Refinancing Indebtedness of such Indebtedness provided, that (i) such Indebtedness does not exceed $500,000,000 of principal in the aggregate outstanding at any time and (ii) giving pro forma effect to such Indebtedness and the repayment of any other Indebtedness with the proceeds thereof, (A) no Default, Event of Default or Borrowing Base Deficiency exists at such time, (B) the ratio of Total Net Debt to EBITDAX for the most recent four Fiscal Quarters for which financial statements are available is in compliance with Section 9.01(a) and (B) the Availability is equal to or greater than 15%; and

(j) other Indebtedness not to exceed $15,000,000 in the aggregate at any one time outstanding.

Section 9.03 Liens. The Borrower will not, and will not permit any Group Member to, create, incur, assume or permit to exist any Lien on any of its Properties (now owned or hereafter acquired), except:

(a) Liens securing the payment of any Secured Obligations;

(b) Liens existing on the Closing Date and disclosed on Schedule 9.03 and Excepted Liens;

(c) Liens securing purchase money Indebtedness or Capital Leases Obligations permitted by Section 9.02(c) but only on the Property that is the subject of any such Indebtedness or lease, accessions and improvements thereto, insurance thereon, and the proceeds of the foregoing;

(d) Liens securing any Permitted Refinancing Indebtedness; provided that any such Permitted Refinancing Indebtedness is not secured by any additional or different Property not securing the Refinanced Indebtedness; and

(e) Liens on Property not constituting Mortgaged Property that secure Indebtedness and that are not otherwise permitted by the foregoing clauses of this Section 9.03; provided that the aggregate or principal or face amount of all debt secured by such Liens pursuant to this Section 9.03(f), and the Fair Market Value of the Properties subject to such Liens (determined as of the date such Liens are incurred), shall not exceed $10,000,000 in the aggregate at any time outstanding.

Section 9.04 Restricted Payments; Redemptions and Restrictions on Amendments of Permitted Unsecured Debt.

(a) Restricted Payments. The Borrower will not, and will not permit any of the other Group Members to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, except:

(i) the Borrower may declare and pay Restricted Payments with respect to its Equity Interests payable solely in additional shares of its Equity Interests (other than Disqualified Capital Stock),

(ii) Subsidiaries may make Restricted Payments ratably to the holders of their Equity Interests,

(iii) the Borrower may make Restricted Payments pursuant to and in accordance with stock option plans, other equity compensation plans or other benefit plans for management, employees or other individual service providers of the Borrower and the other Group Members which plans have been approved by the Borrower's board of directors, to the extent such Restricted Payments are made in the ordinary course of business,

(iv) the Borrower may pay cash dividends on its Equity Interests if giving pro forma effect thereto (including any Borrowing incurred in connection therewith) (A) Available Free Cash Flow (less for the avoidance of doubt, the aggregate amount of any Restricted Payments made that have occurred during the period commencing with the first day of the most recently ended Test Period through and including the time of calculation) is greater than $0.00, (B) the ratio of Total Net Debt to EBITDAX for the most recent four Fiscal Quarters for which financial statements are available does not exceed 2.5 to 1.0 and (C) the Borrower's Liquidity is equal to or greater than 20% of the then effective Borrowing Base, so long as no Default, Event or Default or Borrowing Base Deficiency has occurred and is continuing or would occur as a result; provided that if the Borrower's ratio of Total Net Debt to EBITDAX for the most recent four Fiscal Quarters for which financial statements are available is less than 2.0 to 1.0 the Borrower's Liquidity may be equal to or greater than 15% of the then effective Borrowing Base,

(v) the Borrower may make Restricted Payments if after giving effect thereto the Borrower's ratio of Total Net Debt as of such date to EBITDAX for the four fiscal quarters most recently ended is less than 1.50 to 1.00 and the Borrower's Liquidity is greater than 25% of the then effective Borrowing Base, and

(vi) notwithstanding the foregoing, the aggregate amount of Restricted Payments made pursuant to this Section 9.04(a) prior to receipt of the financials for the Fiscal Quarter ending September 30, 2022 shall not exceed $100.0 million.

For the avoidance of doubt, transactions with Affiliates pursuant to those agreements listed on Schedule 9.14 do not constitute Restricted Payments.

(b) Redemptions. The Borrower will not, and will not permit any other Group Member to prior to the Maturity Date, call, make or offer to make any optional or voluntary Redemption of or otherwise optionally or voluntarily Redeem (whether in whole or in part), (i) any Permitted Unsecured Debt, (ii) any other Indebtedness of the type set forth in clause (h) of the definition of Indebtedness, (iii) any Indebtedness permitted by Section 9.02(i) if at the time of such Redemption a Default, Event of Default or Borrowing Base Deficiency exists and is continuing, or (iv) any Permitted Refinancing Indebtedness in respect of the foregoing clauses (i) and (ii) (such Indebtedness in clauses (i) through (iv), collectively, the "Specified Indebtedness"); provided that the Borrower may prepay such Specified Indebtedness with the proceeds of any Permitted Refinancing Indebtedness in respect thereof or with the net cash proceeds of Equity Interests (other than Disqualified Capital Stock) of the Borrower so long as no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing or would occur as a result of such Redemption.

(c) Amendments. The Borrower will not, and will not permit any other Group Member to amend, modify, waive or otherwise change, consent or agree to any amendment, modification, waiver or other change to any Specified Indebtedness if doing so would (i) with respect to Permitted Unsecured Debt cause such Specified Indebtedness to not meet the requirements set forth in the definition of Permitted Refinancing Indebtedness or Permitted Unsecured Debt, as applicable (tested as if such Specified Indebtedness were being issued or incurred at such time) and (ii) with respect to any other Specified Indebtedness, shorten the average maturity or average life of such Specified Indebtedness.

Section 9.05 Investments, Loans and Advances. The Borrower will not, and will not permit any other Group Member to, make or permit to remain outstanding any Investments in or to any Person, except that the foregoing restriction shall not apply to:

(a) Investments which are disclosed to the Lenders in Schedule 9.05;

(b) accounts receivable arising in the ordinary course of business;

(c) Investments in Cash Equivalents;

(d) Investments (i) made among the Borrower and the other Subsidiaries which are Loan Parties, (ii) made between the Subsidiaries of the Borrower which are not Loan Parties or (iii) made by any Group Member in or to the Borrower or to its Subsidiaries which are Loan Parties;

(e) subject to the limits in Section 9.06, Investments in direct ownership interests in additional Oil and Gas Properties or investments with respect to and relating to the production of oil, gas and other liquid or gaseous hydrocarbons from Oil and Gas Properties which are usual and customary in the oil and gas exploration and production business located, in each case, within the geographic boundaries of the United States of America;

(f) loans or advances to employees, officers or directors in the ordinary course of business of the Borrower or any of the other Loan Parties, in each case only as permitted by applicable law, including Section 402 of the Sarbanes Oxley Act of 2002, but in any event not to exceed $1,000,000 in the aggregate at any time;

(g) Investments in stock, obligations or securities received in settlement of debts arising from Investments permitted under this Section 9.05 owing to the Borrower or any other Group Member as a result of a bankruptcy or other insolvency proceeding of the obligor in respect of such debts or upon the enforcement of any Lien in favor of the Borrower or any of the other Group Members; provided that the Borrower shall give the Administrative Agent prompt written notice in the event that the aggregate amount of all Investments held at any one time under this Section 9.05(g) exceeds $1,000,000;

(h) Investments pursuant to Swap Agreements otherwise permitted under this Agreement;

(i) other Investments not to exceed $15,000,000 in the aggregate at any time;

(j) loans, advances or extensions of credit to suppliers or contractors under applicable contracts or agreements in the ordinary course of business in connection with oil and gas development activities of such Borrower or such Subsidiary; and

(k) Investments in Unrestricted Subsidiaries, provided that the aggregate amount of all such Investments at any one time shall not exceed $10,000,000 (without giving effect to any appreciation in the value of such Investment after date such Investment is made).

Section 9.06 Nature of Business; No International Operations. The Borrower and the other Group Members, taken as a whole, will not allow any material change to be made in the character of its business as an independent oil and gas exploration and production company. The Group Members will not acquire or make any other expenditures (whether such expenditure is capital, operating or otherwise) in or related to, any Oil and Gas Properties not located within the geographical boundaries of the United States of America or in the offshore federal waters of the United States of America.

Section 9.07 Proceeds of Loans. The Borrower will not permit the proceeds of the Borrowings to be used for any purpose other than those permitted by Section 7.22. No Loan Party, any other Permitted L/C Party, nor any Person acting on behalf of the Borrower has taken or will take any action which may cause any of the Loan Documents to violate Regulations T, U or X or any other regulation of the Board 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. If requested by the Administrative Agent, the Borrower will furnish to the Administrative Agent and each Lender a statement to the foregoing effect in conformity with the requirements of FR Form U-1 or such other form referred to in Regulation U, Regulation T or Regulation X of the Board, as the case may be. The Borrower will not request any Borrowing or Letter of Credit, and the Borrower shall not directly or, to the knowledge of the Borrower, indirectly use, and shall procure that its Subsidiaries, the other Permitted L/C Parties and its or their respective directors, officers, employees and agents shall not directly or, to the knowledge of such Person, indirectly use, the proceeds of any Borrowing or Letter of Credit (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country to the extent such activities, businesses or transaction would be prohibited by Sanctions if conducted by a corporation incorporated in the United States or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

Section 9.08 ERISA Compliance. Except as would not, whether individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Borrower will not, and will not permit any ERISA Affiliate to, at any time:

(a) engage in any transaction in connection with which the Borrower or any ERISA Affiliate, could be subject to either a civil penalty assessed pursuant to subsections (c), (i), (l) or (m) of Section 502 of ERISA or a tax imposed by Chapter 43 of Subtitle D of the Code;

(b) terminate, or permit any 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 of the Borrower or any Subsidiary or any ERISA Affiliate to the PBGC;

(c) fail to make, or permit any ERISA Affiliate to fail to make, after giving effect to any applicable grace period, full payment when due of all amounts which, under the provisions of any Plan, agreement relating thereto or applicable law, the Borrower, a Subsidiary or any ERISA Affiliate is required to pay as contributions thereto;

(d) fail to satisfy, or allow any ERISA Affiliate to fail to satisfy, the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA), in any case whether or not waived, with respect to any Plan; and

(e) acquire, or permit any ERISA Affiliate to acquire, an interest in any Person that causes such Person to become an ERISA Affiliate with respect to any Group Member or ERISA Affiliate if such Person sponsors, maintains or contributes to, or at any time in the six-year period immediately preceding such acquisition has sponsored, maintained, or contributed to, (1) any Multiemployer Plan, or (2) any other Plan that is subject to Title IV of ERISA 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 and determined as of the end of the most recent plan year) of such Plan allocable to such benefit liabilities.

Section 9.09 Sale or Discount of Receivables. Except for receivables obtained by the Group Members out of the ordinary course of business or the settlement of joint interest billing accounts in the ordinary course of business or discounts granted to settle collection of accounts receivable or the sale of defaulted accounts arising in the ordinary course of business in connection with the compromise or collection thereof and not in connection with any financing transaction, the Borrower will not, and will not permit any other Group Member to, discount or sell (with or without recourse) any of its notes receivable or accounts receivable.

Section 9.10 Mergers, Etc.. The Borrower will not, and will not permit any other Group Member to merge into or with or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or sell, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its Property to any other Person, (whether now owned or hereafter acquired) or liquidate or dissolve (any such transaction, a "consolidation"), except that (a) any Loan Party may consolidate with or into the Borrower (provided the Borrower shall be the continuing or surviving entity), (b) any Group Member (other than the Borrower) may consolidate with any Subsidiary of the Borrower which is a Loan Party (provided such Subsidiary which is a Loan Party shall be the continuing or surviving entity) and (c) any Subsidiary which is not a Loan Party may consolidate with any other Subsidiary which is not a Loan Party, in each case, so long as no Default, Event of Default or Borrowing Base Deficiency has occurred and is continuing or would occur as a result of such consolidation and notice of such consolidation is provided to the Administrative Agent five (5) Business Days prior to such consolidation.

Section 9.11 Sale of Properties and Termination of Hedging Transactions. The Borrower will not, and will not permit any Group Member to, sell, assign, farm-out, convey or otherwise transfer any Property except for:

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

(b) the sale or other Disposition (including any farmout or similar agreement) of Oil and Gas Properties not included in the calculation of the Borrowing Base (which, for avoidance of doubt, includes Oil and Gas Properties not constituting Proved Reserves) or 100% of the Equity Interests of any Subsidiary owning such Oil and Gas Properties;

(c) the sale or transfer of equipment (including, for the avoidance of doubt, midstream pipelines, gathering systems, processing plants and other related equipment) that (i) is no longer necessary for the business of the Borrower or such other Group Member or (ii) is replaced by equipment of at least comparable value and use;

(d) other than as permitted under Section 9.11(g) hereof, the sale or other Disposition (including Casualty Events or in connection with any condemnation proceeding) of any Borrowing Base Properties or any interest therein, 100% of the Equity Interests of any Subsidiary owning Borrowing Base Properties or the Unwind of Swap Agreements; provided that:

(i) not less than 80% of the consideration received in respect of such sale or other Disposition shall be cash (provided that Oil and Gas Properties constituting Proved Reserves received as consideration in connection with an asset swap may be deemed to be cash in an amount equal to the Fair Market Value of the Oil and Gas Properties constituting Proved Reserves received so long as the aggregate amount of such deemed cash consideration does not exceed five percent (5%) of the Borrowing Base then in effect at the time of such sale or other Disposition),

(ii) no Default or Event of Default has occurred and is continuing nor would a Default, Event of Default or Borrowing Base Deficiency (after giving effect to any prepayment of the Loans made with the proceeds of such sale or other Disposition) result therefrom, and

(iii) (other than in respect of Casualty Events) the consideration received in respect of a sale or other Disposition of any Oil and Gas Property constituting Proved Reserves, Equity Interest or interest therein shall be equal to or greater than the Fair Market Value of the Oil and Gas Property constituting Proved Reserves, Equity Interest or interest therein subject of such sale or other Disposition (as reasonably determined by a Responsible Officer 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 the foregoing);

(e) other than as permitted by Section 9.11(b), sales and other Dispositions for cash of Properties not included in the Borrowing Base having a Fair Market Value in aggregate not to exceed $15,000,000 in the aggregate;

(f) (i) transfers of Properties between the Borrower and its Subsidiaries which are Loan Parties, (ii) transfers of Properties between the Subsidiaries of the Borrower which are not Group Members and (iii) transfers of Property from Subsidiaries which are not Loan Parties to Loan Parties;

(g) Dispositions of Borrowing Base Properties or all of the Equity Interests of a Loan Party which owns Borrowing Base Properties or any ABS Party with respect to an ABS Transaction; provided that:

(i) the Borrower receives cash consideration for such Disposition equal to or greater than the Borrowing Base Value of such Borrowing Base Properties as determined in the most recently delivered Reserve Report;

(ii) the Borrowing Base shall automatically, without any further actions by the Lenders or the Administrative Agent, be reduced by the Borrowing Base Value of such Borrowing Base Properties upon the closing of such ABS Transaction in accordance with Section 2.08(d);

(iii) the Borrower shall prepay the Loans in accordance with Section 3.04(c)(iii); and

(iv) with respect to any Dispositions of Borrowing Base Properties by a Loan Party or by any of its Subsidiaries (including Subsidiaries formed by division or divisive merger) in connection with an ABS Transaction (an "ABS Party"), the Borrower shall have the option to transfer the Equity Interests of such ABS Party to Diversified or a Subsidiary of Diversified; provided that such ABS Party, after the relevant ABS Transaction, (A) is a non-Material Subsidiary and (B) does not own any Borrowing Base Properties; and

(h) any transaction permitted by Section 9.05.

Section 9.12 Sales and Leasebacks. The Borrower will not, and will not permit any other Group Member to enter into any arrangement with any Person providing for the leasing by any Group Member of real or personal property that has been or is to be sold or transferred by such Group Member to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of such Group Member.

Section 9.13 Environmental Matters. The Borrower will not, and will not permit any other Group Member or Affiliate Operator, to undertake (or allow to be undertaken at any property subject to its control) anything which will subject any such property to any obligation to conduct any investigation or remediation under any applicable Environmental Laws or regarding any Hazardous Material that could reasonably be expected to have a Material Adverse Effect, it being understood that the foregoing will not be deemed to limit (i) any obligation under applicable Environmental Law to disclose any relevant facts, conditions or circumstances to the appropriate Governmental Authority as and to the extent required by any such Environmental Law, (ii) any investigation or remediation required to be conducted under applicable Environmental Law, (iii) any investigation reasonably requested by a prospective purchaser of any property, provided that such investigation is subject to conditions and limitations (including indemnification and insurance obligations regarding the conduct of such investigation) that are reasonably protective of the Borrower and any Group Member, or (iv) any investigation or remediation required pursuant to any lease agreements with the owners of any Properties.

Section 9.14 Transactions with Affiliates. Except for (a) payment of Restricted Payments permitted by Section 9.04, (b) Dispositions permitted by Section 9.11(g), (c) the Joint Operating Agreement, (d) the Management Services Agreement, and (e) the transactions and payment of funds under those agreements listed on Schedule 9.14 including those agreements with respect to similar such transactions and payments to an Affiliate or Affiliates entered into in the ordinary course of business for the payment of Hydrocarbons or services in connection with an ABS Transaction and disclosed in writing to the Administrative Agent (which shall promptly furnish a copy to the Lenders) which shall be a supplement to Schedule 9.14, the Borrower will not, and will not permit any other Group Member to, enter into any transaction, including any purchase, sale, lease or exchange of Property or the rendering of any service, with any Affiliate (other than among the Loan Parties) unless such transactions are otherwise not prohibited under this Agreement and are upon fair and reasonable terms no less favorable to it than it would obtain in a comparable arm's length transaction with a Person not an Affiliate.

Section 9.15 Subsidiaries. The Borrower shall not, and shall not permit any Group Member to, sell, assign or otherwise Dispose of any Equity Interests in any Group Members except in compliance with Section 9.11. The Borrower shall not, and shall not permit any other Group Member to, have any foreign Subsidiaries (other than those in existence on the Closing Date).

Section 9.16 Negative Pledge Agreements; Dividend Restrictions. The Borrower will not, and will not permit any other Group Member to, create, incur, assume or suffer to exist any contract, agreement or understanding which in any way prohibits or restricts (a) the granting, conveying, creation or imposition of any Lien on any of its Property to secure the Secured Obligations or which (i) requires the consent of other Persons in connection therewith or (ii) provides that any such occurrence shall constitute a default or breach of such agreement or (b) the Borrower or any other Group Member from (i) paying dividends or making distributions to any Loan Party, (ii) paying any Indebtedness owed to any Loan Party (other than any restrictions imposed on any Loan Party making any such payment pursuant to the Loan Documents during an Event of Default), (iii) making loans or advances to, or other Investments in, any Loan Party (other than any restrictions imposed on any Loan Party making such loan or advance pursuant to the Loan Documents during an Event of Default) or (iv) prepaying or repaying Secured Obligations; provided that (A) the foregoing shall not apply to restrictions and conditions under the Loan Documents and (B) clause (a) of the foregoing shall not apply to restrictions or conditions imposed by any agreement for purchase money Indebtedness or Capital Lease Obligations permitted by this Agreement if such restrictions or conditions apply only to the Property securing such purchase money Indebtedness or Capital Lease Obligations.

Section 9.17 Swap Agreements.

(a) The Borrower will not, and will not permit any other Group Member to, enter into any Swap Agreements with any Person other than:

(i) Swap Agreements with an Approved Counterparty in respect of commodities entered into not for speculative purposes the notional volumes for which (when aggregated with other commodity Swap Agreements then in effect other than basis differential swaps on volumes already hedged pursuant to other Swap Agreements) do not exceed, as of the date such Swap Agreement is entered into (A) ninety percent (90%) of the reasonably anticipated projected production (as such production is projected in the most recent Reserve Report delivered pursuant to the terms of this Agreement) from (I) Proved Reserves from the Borrower's and its Restricted Subsidiaries' Oil and Gas Properties and (II) the Specified NGLs for each month during the period which such Swap Agreement is in effect for each of crude oil, natural gas and natural gas liquids, calculated separately, for the period of thirty six (36) months following the date such Swap Agreement is entered into and (B) seventy five percent (75%) of the reasonably anticipated projected production (as such production is projected in the most recent Reserve Report delivered pursuant to the terms of this Agreement) from (I) Proved Reserves from the Borrower's and its Restricted Subsidiaries' Oil and Gas Properties and (II) the Specified NGLs for each month during the period which such Swap Agreement is in effect for each of crude oil, natural gas and natural gas liquids, calculated separately for the period of thirty seven (37) to seventy two (72) months following the date such Swap Agreement is entered into; provided that (x) the Borrower may update the projections by providing the Administrative Agent additional information reasonably satisfactory to the Administrative Agent (and shall include new reasonably anticipated Hydrocarbon production from new wells or other production improvements and any dispositions, well shut-ins and other reductions of, or decreases to, production) (this clause x, the "Swap Adjustment") and (y) any Swap Agreements shall not, in any case, have a tenor of greater than six (6) years (provided that a Swap Agreement that may be or is extended by the exercise of an option to extend such a Swap Agreement for an additional term of up to sixty (60) months at the end of the initial term of such Swap Agreement is permitted); provided further that the foregoing limitations shall not apply to purchased put options or floors for Hydrocarbons that are not related to corresponding calls, collars or swaps and with respect to which any Group Member has no payment obligation other than premiums and charges the total amount of which are fixed and known at the time such transaction is entered into;

(ii) in connection with a proposed acquisition by the Borrower or its Restricted Subsidiaries of Oil and Gas Properties pursuant to a binding and enforceable purchase and sale agreement and in addition to the Swap Agreements permitted to be entered into pursuant to Section 9.17(a)(i)(A), Swap Agreements with Approved Counterparties in respect of commodities entered into not for speculative purposes; provided that:

(A) the notional volumes for which (exclusive of puts, floors and basis differential swaps on volumes already hedged pursuant to other Swap Agreements for which the total amount of obligations thereunder are known and fixed at the time such transaction is entered into) do not exceed, as of the date such Swap Agreement is entered into (as such production is projected in a Reserve Report covering the Oil and Gas Properties to be acquired) eighty-five percent (85%) of the reasonably anticipated production from the PDP Reserves of the Oil and Gas Properties to be acquired for each month during the period which such Swap Agreement is in effect for each of crude oil, natural gas and natural gas liquids, calculated separately for the period of thirty six (36) months following the date such Swap Agreement is entered into;

(B) such Swap Agreements are entered into on or after the date on which the Borrower or any of its Restricted Subsidiaries signs such a binding and enforceable purchase and sale agreement in connection with such proposed acquisition of Oil and Gas Properties;

(C) such Swap Agreements shall not, in any case, have a tenor of greater than three (3) years;

(D) (I) the notional volumes for such Swap Agreements when aggregated with the notional volumes of the Swap Agreements entered into pursuant to Section 9.17(a)(i) above do not exceed 130% of the reasonably anticipated projected production (as such production is projected in the most recent Reserve Report delivered pursuant to the terms of this Agreement) from (1) Proved Reserves from the Borrower's and its Restricted Subsidiaries' existing Oil and Gas Properties and (2) the Specified NGLs for each month during the period which such Swap Agreements are in effect for each of crude oil, natural gas and natural gas liquids, calculated separately (the actual percentage so determined, the "Swap Percentage") and (II) the Availability is equal to or greater than the number, expressed as a percentage, of the then effective Borrowing Base, that is the difference between (x) the Swap Percentage and (y) 100%; and

(E) The Borrower shall unwind such Swap Agreements to the extent necessary to be in compliance with the limitations set forth in Section 9.17(a)(i) on the earliest of (1) the date of consummation of such proposed acquisition of Oil and Gas Properties, (2) the date that is 90 days after the execution of the purchase and sale agreement relating to such acquisition to the extent that such acquisition has not been consummated by such date, and (3) any Loan Party knows with reasonable certainty that such acquisition will not be consummated or such purchase and sale agreement is terminated; and

(iii) Swap Agreements in respect of interest rates with an Approved Counterparty, which effectively convert interest rates from floating to fixed, the notional amounts of which (when aggregated with all other Swap Agreements of the Borrower and its Subsidiaries then in effect effectively converting interest rates from floating to fixed) do not exceed 80% of the then outstanding principal amount of all the Borrower's Indebtedness for borrowed money which bears interest at a floating rate;

(b) in no event shall any Swap Agreement contain any requirement, agreement or covenant for any Group Member to post collateral or margin to secure their obligations under such Swap Agreement or to cover market exposures (other than under the Security Instruments);

(c) Swap Agreements shall only be entered into in the ordinary course of business (and not for speculative purposes);

(d) no Swap Agreement in respect of commodities shall be terminated, unwound, cancelled or otherwise disposed of except to the extent permitted by Section 9.11; and

(e) if after the end of any Fiscal Quarter, the aggregate volume of all Swap Agreements in respect of commodities for which settlement payments were calculated in such Fiscal Quarter and the preceding Fiscal Quarter (other than basis differential swaps on volumes hedged by other Swap Agreements) exceeded, or will exceed, the sum of 100% of (i) the actual production of crude oil, natural gas and natural gas liquids, calculated separately and (ii) the actual Specified NGLs, in such Fiscal Quarter, then the Borrower shall terminate, create off-setting positions, allocate volumes to other production the Borrower or any Subsidiary is marketing, or otherwise Unwind existing Swap Agreements such that, at such time, future hedging volumes will not exceed 100% of the sum of (A) the reasonably anticipated projected production from proved, developed producing Oil and Gas Properties for each of crude oil, natural gas and natural gas liquids, calculated separately and (B) the Specified NGLs, for the then-current and any succeeding Fiscal Quarters.

Section 9.18 Amendments to Organizational Documents; Joint Operating Agreement and Management Services Agreement and Other Agreements Listed on Schedule 9.14. The Borrower shall not, and shall not permit any other Group Member to, amend, supplement or otherwise modify (or permit to be amended, supplemented or modified) its Organizational Documents, the Joint Operating Agreement, the Management Services Agreement or any other agreement listed on Schedule 9.14 in any material respect that could reasonably be expected to be materially adverse to the interests of the Administrative Agent or the Lenders without the consent of the Administrative Agent.

Section 9.19 Changes in Fiscal Periods. The Borrower shall not, and shall not permit any other Group Member to have its Fiscal Year end on a date other than December 31 or change the method of determining Fiscal Quarters.

ARTICLE X
EVENTS OF DEFAULT; REMEDIES

Section 10.01 Events of Default. One or more of the following events shall constitute an "Event of Default":

(a) the Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof, by acceleration or otherwise;

(b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in Section 10.01(a)) payable under any Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five (5) days;

(c) any representation or warranty made or deemed made by or on behalf of the Borrower or any other Group Member in or in connection with any Loan Document or any amendment or modification of any Loan Document or waiver under such Loan Document, or in any report, notice, certificate, financial statement or other document furnished pursuant to or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material respect when made or deemed made;

(d) the Borrower or any other Group Member shall fail to observe or perform any covenant, condition or agreement contained in Section 8.01(k), Section 8.02, Section 8.03 (only with respect to the Borrower's existence), Section 8.17, Section 8.18 or in Article IX;

(e) the Borrower or any other Group Member shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in Section 10.01(a), Section 10.01(b), Section 10.01(c) or Section 10.01(d)) or any other Loan Document, and such failure shall continue unremedied for a period of 30 days after the earlier to occur of (A) notice thereof from the Administrative Agent to the Borrower (which notice will be given at the request of any Lender) or (B) a Responsible Officer of the Borrower or such other Group Member otherwise becoming aware of such default;

(f) the Borrower or any other Group Member shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable and such failure continues after the applicable grace or notice period, if any, specified in the relevant document for such Material Indebtedness;

(g) any other event or condition occurs that results in any Material Indebtedness of any Group Member becoming due prior to its scheduled maturity or that enables or permits (after giving effect to any applicable notice periods, if any, and any applicable grace periods) the holder or holders of any such Material Indebtedness or any trustee or agent on its or their behalf to cause any such Material Indebtedness to become due, or to require the Redemption thereof or any offer to Redeem to be made in respect thereof, prior to its scheduled maturity or require the Borrower or any other Group Member to make an offer in respect thereof;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of any Group Member, or its or their debts, or of a substantial part of its or their assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any other Group Member or for a substantial part of its or their assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) the Borrower or any other Group Member shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in Section 10.01(h), (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any other Group Member or for a substantial part of its or their assets, (iv) file an answer admitting the material allegations of a petition filed against it or them in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) take any action for the purpose of effecting any of the foregoing; or any partner, or stockholder of the Borrower shall make any request or take any action for the purpose of calling a meeting of the partners or stockholders, as applicable, of the Borrower to consider a resolution to dissolve and wind up the Borrower's affairs or (vii) become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(j) (i) one or more judgments for the payment of money in an aggregate amount in excess of $10,000,000 (to the extent not covered by independent third party insurance as to which the insurer does not dispute coverage and is not subject to an insolvency proceeding) or (ii) any one or more non-monetary judgments that have, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, shall be rendered against any Group Member or any combination thereof and the same shall remain undischarged for a period of sixty (60) consecutive days during which execution shall not be effectively stayed;

(k) the Loan Documents after delivery thereof shall for any reason, except to the extent permitted by the terms thereof, cease to be in full force and effect and valid, binding and enforceable in accordance with their terms against the Borrower or a Loan Party thereto or shall be repudiated by any of them, or cease to create a valid and perfected Lien of the priority required thereby on any Mortgaged Property purported to be covered thereby, except to the extent permitted by the terms of this Agreement, or the Borrower or any other Loan Party or any of their Affiliates shall so state or assert in writing; or

(l) a Change in Control shall occur.

Section 10.02 Remedies.

(a) In the case of an Event of Default other than one described in Section 10.01(g), Section 10.01(h) or Section 10.01(i), at any time thereafter during the continuance of such Event of Default, the Administrative Agent may, and at the request of the Majority Lenders, shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Commitments and/or the LC Commitments, and thereupon the Commitments and/or the LC Commitments shall terminate immediately, and (ii) declare the Notes and the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower and the Guarantors accrued hereunder and under the Notes and the other Loan Documents (including the payment of cash collateral to secure the LC Exposure as provided in Section 2.09(j)), shall become due and payable immediately, without presentment, demand, protest, notice of intent to accelerate, notice of acceleration or other notice of any kind, all of which are hereby waived by the Borrower and each Guarantor; and in case of an Event of Default described in Section 10.01(g), Section 10.01(h) or Section 10.01(i), the Commitments shall automatically terminate and the Notes and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and the other obligations of the Borrower and the Guarantors accrued hereunder and under the Notes and the other Loan Documents (including the payment of cash collateral to secure the LC Exposure as provided in Section 2.09(j)), shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower and each Guarantor.

(b) In the case of the occurrence of an Event of Default, the Administrative Agent and the Lenders will have all other rights and remedies available at law and equity.

(c) In the case of the occurrence of an Event of Default which results in the Commitments terminating then the Borrowing Base shall automatically and concurrently be reduced to $0.

(d) All proceeds realized from the liquidation or other Disposition of collateral and to any other amounts received after maturity of the Loans, whether from the Borrower, another Loan Party, by acceleration or otherwise, shall be applied:

(i) first, to payment or reimbursement of that portion of the Secured Obligations constituting fees, expenses and indemnities payable to the Administrative Agent in its capacity as such;

(ii) second, *pro rata* to payment or reimbursement of that portion of the Secured Obligations constituting fees, expenses and indemnities payable to the Lenders;

(iii) third, *pro rata* to payment of accrued interest on the Loans and regularly scheduled payments in respect of Secured Swap Agreement (but not any close-out or termination amounts);

(iv) fourth, *pro rata* to payment of principal outstanding on the Loans, the Secured Obligations then owing under Secured Swap Agreements (to the extent not paid pursuant to clause Third), and Secured Cash Management Obligations (other than Secured Affiliate Cash Management Obligations);

(v) fifth, *pro rata* to Secured Affiliate Cash Management Obligations and any other Secured Obligations;

(vi) sixth, to serve as cash collateral to be held by the Administrative Agent to secure the LC Exposure; and

(vii) seventh, any excess, after all of the Secured Obligations shall have been indefeasibly paid in full in cash, shall be paid to the Borrower or as otherwise required by any Governmental Requirement.

ARTICLE XI
THE ADMINISTRATIVE AGENTS

Section 11.01 Appointment; Powers. Each Lender and Issuing Bank hereby irrevocably appoints the Administrative Agent as its agent 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 and the other Loan Documents, together with such actions and powers as are reasonably incidental thereto. Each Lender (and each Person that becomes a Lender hereunder pursuant to Section 12.04) hereby authorizes and directs the Administrative Agent to enter into the Security Instruments on behalf of such Lender, in each case, as needed to effectuate the transactions permitted by this Agreement and agrees that the Administrative Agent may take such actions on its behalf as is contemplated by the terms of such applicable Security Instrument. Without limiting the provisions of Sections 11.02 and 12.03, each Lender hereby consents to the Administrative Agent and any successor serving in such capacity and agrees not to assert any claim (including as a result of any conflict of interest) against the Administrative Agent, or any such successor, arising from the role of the Administrative Agent or such successor under the Loan Documents so long as it is either acting in accordance with the terms of such documents and otherwise has not engaged in gross negligence or willful misconduct.

Section 11.02 Duties and Obligations of Administrative Agent. The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing (the use of the term "agent" herein and in the other Loan Documents 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; rather, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties), (b) the Administrative Agent shall have no duty to take any discretionary action or exercise any discretionary powers, except as provided in Section 11.03, and (c) except as expressly set forth herein, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any Group Member that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Administrative Agent by the Borrower or a Lender, and shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or under any other Loan Document or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or in any other Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, (v) the satisfaction of any condition set forth in Article VI or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent or as to those conditions precedent expressly required to be to the Administrative Agent's satisfaction, (vi) the existence, value, perfection or priority of any collateral security or the financial or other condition of the Borrower and the other Group Members or any other obligor or guarantor, or (vii) 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. For purposes of determining compliance with the conditions specified in Article VI, each Lender shall be deemed to have consented to, approved or accepted or 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 closing date specifying its objection thereto. No Person identified as Arranger, Syndication Agent or Documentation Agent, in each case, in its capacity as such, shall have any responsibilities or duties, or incur any liability, under this Agreement or the other Loan Documents.

Section 11.03 Action by Administrative Agent. The Administrative Agent shall have no 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 in writing as directed by the Majority Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02) and 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, (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02) 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 or Event of Default has occurred and is continuing, then the Administrative Agent shall take such action with respect to such Default or Event of Default as shall be directed by the requisite Lenders in the written instructions (with indemnities) described in this Section 11.03, 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 or Event of 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 (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02), and otherwise the Administrative Agent 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.

Section 11.04 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 believed by it to be genuine and to have been signed or sent 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 be made by the proper Person, and shall not incur any liability for relying thereon and each of the Borrower, the Lenders and the Issuing Bank(s) hereby waives the right to dispute the Administrative Agent's record of such statement, except in the case of gross negligence or willful misconduct by the Administrative Agent. 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 11.05 Subagents. The Administrative Agent may perform any and all its duties and exercise its rights and powers 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 its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding Sections of this Article XI 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.

Section 11.06 Resignation of Administrative Agent. The Administrative Agent may resign at any time by notifying the Lenders, the Issuing Bank(s) and the Borrower. Upon any such resignation, the Majority Lenders shall have the right, in consultation with the Borrower, to appoint from among the Lenders a successor. If no 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, then the retiring Administrative Agent may, on behalf of the Lenders and the Issuing Bank(s), appoint a qualified financial institution as successor Administrative Agent. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. 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 Administrative Agent's resignation hereunder, the provisions of this Article XI and Section 12.03 shall continue in effect for the benefit of such retiring 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 it was acting as Administrative Agent.

Section 11.07 Administrative Agent as a Lender. The bank 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 such bank and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if it were not the Administrative Agent hereunder.

Section 11.08 No Reliance. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent, any arranger of this Agreement or any amendment thereto or any other Lender and their respective 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 and each other Loan Document to which it is a party. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent, any arranger of this Agreement or any amendment thereto or any other Lender and their respective 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, any related agreement or any document furnished hereunder or thereunder. The Agents shall not be required to keep themselves informed as to the performance or observance by, the Borrower or any of the other Group Members of this Agreement, the Loan Documents or any other document referred to or provided for 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 the Arrangers 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 Group Member (or any of their Affiliates) which may come into the possession of such Agent, the Arrangers or any of their Affiliates. In this regard, each Lender acknowledges that Baker Botts L.L.P. is 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 11.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Borrower or any of the other Loan Parties, the Administrative Agent (irrespective of whether the principal of any Loan or LC Disbursement 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, 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 Loans, LC Disbursements and all other Secured 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, the Issuing Bank 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 Section 12.03) 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 Section 3.05 and Section 12.03.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Secured Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 11.10 Authority of Administrative Agent to Release Collateral and Liens. The Lenders, each Issuing Bank and each other Secured Party:

(a) irrevocably authorize the Administrative Agent to comply with the provisions of Section 12.18 (without requirement of notice to or consent of any Person except as expressly required by Section 12.02(b)); and

(b) authorize the Administrative Agent to execute and deliver to the Loan Parties, any and all releases of Liens, termination statements, assignments or other documents as reasonably requested by such Loan Party in connection with any sale or other Disposition of Property to the extent such sale or other Disposition is permitted by the terms of Section 9.11 or is otherwise authorized by the terms of 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 Guarantee and Collateral Agreement pursuant to this Section 11.10 or Section 12.18.

Section 11.11 Duties of the Arranger. The Arranger shall not have any duties, responsibilities or liabilities under this Agreement and the other Loan Documents other than duties, responsibilities and liabilities in its capacity as Lenders hereunder.

Section 11.12 Erroneous Payments.

(a) If the Administrative Agent notifies a Lender, Issuing Bank or Secured Party or any Person who has received funds on behalf of a Lender, Issuing Bank or Secured Party (any such Lender, Issuing Bank, Secured Party or other recipient, a "Payment Recipient") that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding Section 11.12(b)) that any funds received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, Issuing Bank, Secured Party or other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent, and such Lender, Issuing Bank or Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this Section 11.12(a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding Section 11.12(a), each Payment Recipient hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (i) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment (a "Payment Notice"), (ii) that was not preceded or accompanied by a Payment Notice, or (iii) that such Payment Recipient otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) in each case:

(A) an error may have been made (in the case of immediately preceding Sections 11.12(a)(i) or (ii)) or an error has been made (in the case of immediately preceding Section 11.12(a)(iii)) with respect to such payment, prepayment or repayment; and

(B) such Payment Recipient shall promptly (and, in all events, within one Business Day of its knowledge of such error) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof and that it is so notifying the Administrative Agent pursuant to this Section 11.12(b).

(c) Each Lender, Issuing Bank or Secured Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender, Issuing Bank or Secured Party under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender, Issuing Bank or Secured Party from any source, against any amount due to the Administrative Agent under immediately preceding Section 11.12(a) or under the indemnification provisions of this Agreement.

(d) In the event an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor by the Administrative Agent in accordance with immediately preceding Section 11.12(a), from any Lender or Issuing Bank that has received such Erroneous Payment (or portion thereof) (or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an "Erroneous Payment Return Deficiency"), upon the Administrative Agent's request to such Lender or Issuing Lender at any time, (i) such Lender or Issuing Bank shall be deemed to have assigned its Loans (but not its Commitments) with respect to which such Erroneous Payment was made (the "Erroneous Payment Impacted Loan") in an amount equal to the Erroneous Payment Return Deficiency (such assignment of the Loans (but not Commitments) of the Erroneous Payment Impacted Loan, the "Erroneous Payment Deficiency Assignment") at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance), and is hereby (together with the Borrower) deemed to execute and deliver an Assignment and Assumption with respect to such Erroneous Payment Deficiency Assignment, and such Lender or Issuing Bank shall deliver any Notes evidencing such Loans to the Borrower or the Administrative Agent, (ii) the Administrative Agent as the assignee Lender shall be deemed to acquire the Erroneous Payment Deficiency Assignment and (iii) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender or Issuing Bank, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender or assigning Issuing Bank shall cease to be a Lender or Issuing Bank, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Lender or assigning Issuing Bank. For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender or Issuing Bank and such Commitments shall remain available in accordance with the terms of this Agreement.

(e) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Secured Obligations owed by the Borrower or any other Loan Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower or any other Loan Party for the purpose of making such Erroneous Payment.

(f) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(g) Each party's obligations, agreements and waivers under this Section 11.12 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender or Issuing Bank, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Secured Obligations (or any portion thereof) under any Loan Document.

ARTICLE XII
MISCELLANEOUS

Section 12.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone and subject to Section 12.01(b), 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 or sent by fax or by electronic mail (with read-receipt or similar feature enabled), as follows:

(i) if to the Borrower, to it at 1800 Corporate Drive, Birmingham, AL 35242, Attention of: Eric Williams (Telephone No. (205) 379-8321 and email ewilliams@dgoc.com) with a copy to 414 Summers Street, Charleston, WV 25301, attention of: Benjamin Sullivan (Telephone No. (304) 561-4260 and email bsullivan@dgoc.com);

(ii) if to the Administrative Agent, to it at 600 Travis Street, Suite 3100, Houston, TX 77002, Attention of: George McKean (Fax No. (216) 370-5779, Telephone No. (713) 221-6187 and email George.mckean@key.com);

(iii) if to the Issuing Bank, to KeyBank National Association, to it at 600 Travis Street, Suite 3100, Houston, TX 77002, Attention of: George McKean (Fax No. (216) 370-5779, Telephone No. (713) 221-6187 and email George.mckean@key.com);

(iv) if to the Swing Line Lender, to KeyBank National Association, to it at 600 Travis Street, Suite 3100, Houston, TX 77002, Attention of: George McKean (Fax No. (216) 370-5779, Telephone No. (713) 221-6187 and email George.mckean@key.com); and

(v) if to any other Lender or Issuing Bank, to it at its address (or fax number) set forth in its Administrative Questionnaire.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Article II, Article III, Article IV and Article V unless otherwise agreed by the Administrative Agent and the applicable Lender. 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.

(c) Any party hereto may change its address or fax number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

Section 12.02 Waivers; Amendments.

(a) No failure on the part of the Administrative Agent, any Issuing Bank or any Lender to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege, or any abandonment or discontinuance of steps to enforce such right, power or privilege, under any of the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under any of the Loan Documents preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the Administrative Agent, any Issuing Bank and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by Section 12.02(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default or Event of Default at the time.

(b) Neither this Agreement nor any provision hereof nor any Loan Document nor any provision thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into (x) by the Borrower and/or the other applicable Loan Parties and the Majority Lenders or (y) by the Borrower and/or the other applicable Loan Parties and the Administrative Agent with the consent of the Majority Lenders; provided that no such agreement shall:

(i) increase the Maximum Credit Amount of any Lender without the written consent of such Lender,

(ii) increase the Borrowing Base without the written consent of each Lender (other than any Defaulting Lender), or decrease or maintain the Borrowing Base (other than a decrease pursuant to Sections 2.08(a) or (d)) without the consent of the Required Lenders; provided that (A) a Scheduled Redetermination and the delivery of a Reserve Report may be postponed by the Majority Lenders and (B) it is understood that any waiver (or amendment or modification that would have the effect of a waiver) of the right of the Required Lenders to adjust (through a reduction of) the Borrowing Base or the amount of such adjustment in the form of a reduction to the Borrowing Base pursuant to the Borrowing Base Adjustment Provisions (other than Sections 2.08(a) and (d)) in connection with the occurrence of a relevant event giving rise to such right shall require the consent of the Required Lenders,

(iii) [***]

(iv) postpone the scheduled date of (A) payment or prepayment of the principal amount of any Loan or LC Disbursement, (B) any interest thereon, or (C) any fees payable hereunder, or any other Secured Obligations hereunder or under any other Loan Document, or reduce the amount of, waive or excuse any such payment, or postpone the Termination Date without the written consent of each Lender directly and adversely affected thereby,

(v) change Section 4.01(b) or Section 4.01(c) or any other term or condition hereof in a manner that would alter the *pro rata* sharing of payments required thereby, without the written consent of each Lender directly and adversely affected thereby,

(vi) waive or amend Section 10.02(d) without the written consent of each directly and adversely affected Lender; provided that any waiver or amendment to Section 10.02(d) or to this proviso in this Section 12.02(b)(vi), or any amendment or modification to any Security Instrument that results in the Secured Swap Agreement secured by such Security Instrument no longer being secured thereby on an equal and ratable basis with the principal of the Loans, or any amendment or other change to the definition of the terms "Secured Swap Agreement," or "Secured Swap Provider," which would result in an equivalent effect shall also require the written consent of each Secured Swap Provider adversely affected thereby,

(vii) release any Guarantor (other than as a result of a transaction permitted hereby), release all or substantially all of the collateral (other than as provided in Section 11.10), or subordinate the Liens securing the Secured Obligations to any other Indebtedness without the written consent of each directly and adversely affected Lender (other than any Defaulting Lender), or

(viii) change any of the provisions of this Section 12.02(b) or the definitions of "Majority Lenders" or "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or under any other Loan Documents or grant any consent hereunder or any other Loan Documents, without the written consent of each directly and adversely affected Lender; provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent, the Swing Line Lender, any Issuing Bank or the Lead Sustainability Structuring Agent hereunder or under any other Loan Document without the prior written consent of the Administrative Agent, the Swing Line Lender, any Issuing Bank or the Lead Sustainability Structuring Agent, as the case may be. Notwithstanding the foregoing, any supplement to any Schedule shall be effective simply by delivering to the Administrative Agent a supplemental schedule clearly marked as such and, upon receipt, the Administrative Agent will promptly deliver a copy thereof to the Lenders.

(c) Notwithstanding anything to the contrary contained in the Loan Documents, the Administrative Agent and the Borrower, may amend, modify or supplement any Loan Document without the consent of any Lender in order to (i) correct, amend, cure or resolve any ambiguity, omission, defect, typographical error, inconsistency or other manifest error therein, (ii) add a guarantor or collateral or otherwise enhance the rights and benefits of the Lenders, (iii) make administrative or operational changes not adverse to any Lender or (iv) adhere to any local Governmental Requirement or advice of local counsel.

(d) Notwithstanding anything to the contrary contained in any Loan Documents, the Commitment of any Defaulting Lender may not be increased without its consent (it being understood, for avoidance of doubt, that no Defaulting Lender shall have any right to approve or disapprove any increase, decrease or reaffirmation of the Borrowing Base) and the Administrative Agent may with the consent of the Borrower amend, modify or supplement the Loan Documents to effectuate an increase to the Borrowing Base where such Defaulting Lender does not consent to an increase to its Commitment, including not increasing the Borrowing Base by the portion thereof applicable to the Defaulting Lender.

Section 12.03 Expenses, Indemnity; Damage Waiver.

(a) The Borrower shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and its Affiliates (without duplication), including the reasonable fees, charges and disbursements of counsel and other outside consultants for the Administrative Agent (provided that counsel shall be limited to (x) one (1) counsel to such Persons, taken as a whole, one (1) local counsel in each relevant jurisdiction and one (1) regulatory counsel to all such Persons with respect to a relevant regulatory matter, taken as a whole, (y), solely in the event of a conflict of interest, one (1) additional counsel (and, if necessary, one (1) regulatory counsel and one (1) local counsel in each relevant jurisdiction or for each matter) to each group of similarly situated affected indemnified persons and (z) other counsel consented to by the Borrower (such consent not to be unreasonably withheld, delayed or conditioned)), the reasonable travel, photocopy, mailing, courier, telephone and other similar expenses, and the cost of environmental invasive and non-invasive assessments and audits and surveys and appraisals, in connection with the syndication of this Agreement, the preparation, negotiation, execution, delivery and administration (both before and after the execution hereof and including advice of counsel to the Administrative Agent as to the rights and duties of the Administrative Agent and the Lenders with respect thereto) of this Agreement and the other Loan Documents and any amendments, modifications or waivers of or consents related to the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all documented costs, expenses, and Other Taxes, assessments and other charges incurred by the Administrative Agent or any Lender in connection with any filing, registration, recording or perfection of any security interest contemplated by this Agreement or any Security Instrument or any other document referred to therein or conducting of title reviews, mortgage matches and collateral reviews, (iii) all reasonable and documented out-of-pocket expenses incurred by the Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, (iv) all documented out-of-pocket expenses incurred by the Administrative Agent, the Swing Line Lender, the Issuing Bank or any Lender, including the fees, charges and disbursements of any counsel for the Administrative Agent, the Swing Line Lender, the Issuing Bank or any Lender, in connection with the enforcement or protection of its rights in connection with this Agreement or any other Loan Document, including its rights under this Section 12.03, or in connection with the Loans made or Letters of Credit issued hereunder, including all such documented out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) The Borrower shall and shall cause each Loan Party to indemnify the Administrative Agent, the Arranger, the Swing Line Lender, the Issuing Bank and each Lender, and each Related Party of any of the foregoing persons (each such person being called an "Indemnitee") against, and defend and hold each Indemnitee harmless from, any and all losses, claims, damages, penalties, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee (provided that counsel shall be limited to (x) one (1) counsel to such Indemnitees, taken as a whole, one (1) local counsel in each relevant jurisdiction and one (1) regulatory counsel to all such Indemnitees with respect to a relevant regulatory matter, taken as a whole, (y), solely in the event of a conflict of interest, one (1) additional counsel (and, if necessary, one (1) regulatory counsel and one (1) local counsel in each relevant jurisdiction or for each matter) to each group of similarly situated affected Indemnitees and (z) other counsel consented to by the Borrower (such consent not to be unreasonably withheld, delayed or conditioned)), incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of, and any enforcement against the Borrower or any other Group Member of any rights under this Agreement or any other Loan Document or any Agreement or instrument contemplated hereby or thereby, (ii) the performance by the parties hereto or the parties to any other Loan Document of their respective obligations hereunder or thereunder of the consummation of the transactions contemplated hereby or by any other Loan Document, (iii) the failure of the Borrower or any other Group Member to comply with the terms of any Loan Document, including this Agreement, or with any Governmental Requirement, (iv) any inaccuracy of any representation or any breach of any warranty or covenant of the Borrower or any other Group Members set forth in any of the Loan Documents or any instruments, documents or certifications delivered in connection therewith, (v) any loan or Letter of Credit or the use of the proceeds therefrom, including (A) any refusal by an Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not comply with the terms of such Letter of Credit, or (B) the payment of a drawing under any Letter of Credit notwithstanding the non-compliance, non-delivery or other improper presentation of the documents presented in connection therewith, (vi) any other aspect of the Loan Documents, (vii) the operations of the business of the Borrower or any other Group Member by such persons, (viii) any assertion that the Lenders were not entitled to receive the proceeds received pursuant to the Security Instruments, (ix) any actual or alleged presence or release of Hazardous Materials or any liability under Environmental Law related to the Borrower or any other Group Member, (x) the past ownership by the Borrower or any other Group Member of any of their Properties or past activity on any of their Properties which, though lawful and fully permissible at the time, could result in present liability or (xi) 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 any Loan Party, and regardless of whether any Indemnitee is a party thereto, and such indemnity shall extend to each Indemnitee **notwithstanding the sole or concurrent negligence of every kind or character whatsoever, whether active or passive, whether an affirmative act or an omission, including all types of negligent conduct identified in the restatement (second) of torts of one or more of the Indemnitees or by reason of strict liability imposed without fault on any one or more of the Indemnitees including ordinary negligence**; 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 directly resulted from (A) the gross negligence, willful misconduct or bad faith of such Indemnitee, (B) a material breach by such Indemnitee of its obligations under this Agreement at a time when the Borrower has not breached its obligations hereunder in any material respect or (C) a dispute solely among Indemnitees (other than a proceeding against any Indemnitee in its capacity or in fulfilling its role as Arranger, Administrative Agent, Lender or any other similar role in connection with this Agreement) not arising out of any act or omission on the part of the Borrower or its affiliates. Without limiting the foregoing, and to the extent permitted by applicable law, the Borrower shall not, and shall cause each Group Member not to, assert and hereby waives and agrees to cause each Group Member to waive, all rights for contribution or any other rights of recovery with respect to all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature, under or related to Environmental Laws, that any of them may have by statute or otherwise against any Indemnitee. No Indemnitee shall be liable for any damages arising from the use by others of any information or other materials obtained through IntraLinks or other similar information transmission systems in connection with this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof whether occurring on, prior to or after the Closing Date. This Section 12.03(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent, the Arranger, the Swing Line Lender or the Issuing Bank under Section 12.03(a) or Section 12.03(b), each Lender severally agrees to pay to the Administrative Agent, the Arranger or the Issuing Bank, as the case may be, such Lender's Applicable Percentage (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, the Arranger or the Issuing Bank in its capacity as such.

(d) To the extent permitted by applicable law, no party hereto shall, and the Borrower shall cause each Group Member not to, assert, and hereby waives, and the Borrower agrees to cause each Group Member to waive, any claim against any other party hereto and 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 or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof whether occurring on, prior to or after the Closing Date; provided that, nothing in this Section 12.03(d) shall relieve (i) the Borrower of any obligation it may have to indemnify an Indemnitee against special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party or (ii) any Lender of its obligations under Section 12.03(c).

(e) All amounts due under this Section 12.03 shall be payable not later than 10 Business Days after written demand therefor.

Section 12.04 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 12.04. 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 (including any Affiliate of any Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in Section 12.04(c)) and, to the extent expressly contemplated herein, the Related Parties of each of the Administrative Agent, any Issuing Bank, the Lenders and the other Secured Parties) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in Section 12.04(b)(ii), any Lender may assign to one or more assignees (each, an "Assignee") all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of:

(A) the Borrower; provided that no consent of the Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund, or, if an Event of Default has occurred and is continuing, to any Assignee, and provided further, the Borrower shall be deemed to have consented to any such Assignee if it has not objected to such Assignee within ten (10) Business Days after receiving notice of such assignment; and

(B) the Administrative Agent, the Swing Line Lender and each Issuing Bank; provided that no consent of the Administrative Agent, the Swing Line Lender or any Issuing Bank shall be required for an assignment to a Lender or an Affiliate of a Lender.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans, the amount of the Commitment or Loans 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) shall not be less than $5,000,000 (and shall be in increments of $1,000,000 in excess thereof) unless each of the Borrower and the Administrative Agent otherwise consent, provided that no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing;

(B) 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;

(C) 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 and the assignor shall have paid (or another Person shall have paid on its behalf) in full any amounts owing by it to the Administrative Agent and any Issuing Bank;

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire; and

(E) the assignee must not be a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person), a Defaulting Lender, an Affiliate or a Subsidiary of the Borrower or any other Loan Party.

(iii) Subject to Section 12.04(b)(iv) and the acceptance and recording thereof, from and after the effective date specified in each Assignment and Assumption, the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning 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 Section 5.01, Section 5.02, Section 5.03 and Section 12.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 12.04 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 Section 12.04(c).

(iv) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Maximum Credit Amount of, and principal amount of (and stated interest on) the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent, the Issuing Bank(s) and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, any Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice. In connection with any changes to the Register, if necessary, the Administrative Agent will reflect the revisions on Annex I and, at its election, forward a copy of such revised Annex I to the Borrower, each Issuing Bank and each Lender.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Assignee, the Assignee's completed Administrative Questionnaire and, as required by Section 5.03(g), applicable tax forms or certifications (taking into account whether the Assignee shall already be a Lender hereunder and shall have provided the required tax forms and certifications), the processing and recordation fee referred to in this Section 12.04(b) and any written consent to such assignment required by this Section 12.04(b), the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this Section 12.04(b).

(c) Any Lender may, without the consent of the Borrower, the Administrative Agent, the Swing Line Lender, the Issuing Bank, the Lead Sustainability Structuring Agent or the Co-Sustainability Structuring Agent, sell participations to one or more banks or other entities (other than the Borrower, any Affiliate of the Borrower, any natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person)) (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the Borrower, the Administrative Agent, the Issuing Bank 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 and (iv) such Lender shall continue to give prompt attention to and process (including, if required, through discussions with Participants) requests for waivers or amendments hereunder. 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 Participant may have consent rights with respect to any amendment, modification or waiver described in clauses (i), (iii), (iv), (v), (vi) and (vii) of the proviso to Section 12.02(b) that affects such Participant and for which such Lender would have consent rights. In addition such agreement must provide that the Participant be bound by the provisions of Section 12.03. The Borrower agrees that each Participant shall be entitled to the benefits of Section 5.01, Section 5.02 and Section 5.03 (subject to the requirements and limitations therein, including the requirements under Section 5.03(g) (it being understood that the documentation required under Section 5.03(g) 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 12.04; provided that such Participant (A) agrees to be subject to the provisions of Section 5.02 and Section 5.03 as if it were an assignee under paragraph (b) of this Section 12.04 and (B) shall not be entitled to receive any greater payment under Section 5.02 or Section 5.03, 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 an adoption of or any change in any law or in the interpretation or application thereof or compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority made subsequent to the date hereof that occurs after the Participant acquired the applicable participation. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 12.08 as though it were a Lender, provided such Participant agrees to be subject to Section 4.01(c) as though it were a Lender. Each Lender that sells a participation, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain a register on which it enters the name and address of each Participant and the principal amounts of (and stated interest on) each Participant's interest in the Loans 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 to any Person (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) 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, proposed Section 1.163-5 of the United States Treasury Regulations and any applicable temporary, final or other successor 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.

(d) 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 central bank having jurisdiction over such Lender, and this Section 12.04(d) shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto. The Borrower, upon receipt of written notice from the relevant Lender, agrees to issues Notes to any Lender requiring Notes to facilitate transactions described in this Section 12.04(d) in accordance with Section 2.02(d) or as the Borrower may otherwise consent (such consent not to be unreasonably withheld or delayed).

(e) Notwithstanding any other provisions of this Section 12.04, no transfer or assignment of the interests or obligations of any Lender or any grant of participations therein shall be permitted if such transfer, assignment or grant would require the Borrower and the other Loan Parties to file a registration statement with the SEC or to qualify the Loans under the "Blue Sky" laws of any state.

Section 12.05 Survival; Revival; Reinstatement.

(a) All covenants, agreements, representations and warranties made by the Loan Parties herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the other Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect until Payment in Full. The provisions of Section 5.01, Section 5.02, Section 5.03 and Section 12.03 and Article XI shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement, any other Loan Document or any provision hereof or thereof.

(b) To the extent that any payments on the Secured 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 Secured 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 any action as may be reasonably requested by the Administrative Agent and the Lenders to effect such reinstatement.

Section 12.06 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

(b) This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and thereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof. **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES HERETO AND THERETO 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.**

(c) Except as provided in Section 6.01, 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 which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by electronic communication shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 12.07 Severability. Any provision of this Agreement or any other Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof or thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 12.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations (of whatsoever kind, including obligations under Swap Agreements) at any time owing by such Lender or Affiliate to or for the credit or the account of the Borrower or any other Group Member against any of and all the obligations of the Borrower or any other Group Member owed to such Lender now or hereafter existing under this Agreement or any other Loan Document, irrespective of whether or not such Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations may be unmatured; provided that to the extent prohibited by applicable law as described in the definition of "Excluded Swap Obligation," no amounts received from, or set off with respect to, any Guarantor shall be applied to any Excluded Swap Obligations of such Guarantor. The rights of each Lender under this Section 12.08 are in addition to other rights and remedies (including other rights of setoff) which such Lender or its Affiliates may have; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 10.02(c) 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, Issuing Bank(s) and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Secured Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, Issuing Bank(s) and their respective Affiliates under this Section 12.08 are in addition to other rights and remedies (including other rights of setoff) that such Lender, Issuing Bank(s) or their respective Affiliates may have. Each Lender and Issuing Bank agrees 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 12.09 GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS; WAIVER OF JURY TRIAL.

(a) THIS AGREEMENT, THE NOTES AND THE LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS (AND THE BORROWER SHALL CAUSE EACH GROUP MEMBER TO SUBMIT) FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS TO WHICH IT IS A PARTY, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT; PROVIDED, THAT NOTHING CONTAINED HEREIN OR IN ANY OTHER LOAN DOCUMENT WILL PREVENT ANY PARTY FROM BRINGING ANY ACTION TO ENFORCE ANY AWARD OR JUDGMENT OR EXERCISE ANY RIGHT UNDER THE LOAN DOCUMENTS IN ANY OTHER FORUM IN WHICH JURISDICTION CAN BE ESTABLISHED. EACH OF THE PARTIES HERETO 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. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM *NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS.

(c) EACH PARTY HEREBY (i) IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN; (ii) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES; (iii) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OF COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS, AND (iv) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 12.09.

(d) EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT (I) SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO THE BORROWER AT ITS ADDRESS SET FORTH IN SECTION 12.01 OR AT SUCH OTHER ADDRESS OF WHICH THE ADMINISTRATIVE AGENT SHALL HAVE BEEN NOTIFIED PURSUANT THERETO AND (II) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 12.10 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 12.11 Confidentiality. Each of the Administrative Agent and each Lender agrees to keep confidential all non-public information provided to it by any Loan Party, the Administrative Agent or any Lender pursuant to or in connection with this Agreement that is designated by the provider thereof as confidential; provided that nothing herein shall prevent the Administrative Agent or any Lender from disclosing any such information

(a) to the Administrative Agent, any other Lender or any affiliate thereof,

(b) subject to an agreement to comply with the provisions of this Section 12.11, to any actual or prospective Transferee or any direct or indirect counterparty to any Swap Agreement (or any professional advisor to such counterparty),

(c) to its employees, directors, agents, attorneys, accountants and other professional advisors or those of any of its affiliates,

(d) upon the request or demand of any Governmental Authority,

(e) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Governmental Requirement,

(f) if requested or required to do so in connection with any litigation or similar proceeding,

(g) that has been publicly disclosed,

(h) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender and if requested, to any Lender's insurance or credit risk support provider,

(i) in connection with the exercise of any remedy hereunder or under any other Loan Document,

(j) to the extent such Information

(i) becomes publicly available other than as a result of a breach of this Section 12.11 or

(ii) becomes available to the Administrative Agent, the Issuing Bank or any Lender on a nonconfidential basis from a source other than the Borrower or

(k) if agreed by the Borrower in its sole discretion by any other Person.

"Information" means all written information received from the Borrower relating to the Borrower, any Subsidiary or their business, other than any such information that is available to the Administrative Agent, any Issuing Bank or any Lender on a non-confidential basis prior to disclosure by the Borrower and other than information pertaining to this Agreement routinely provided by arrangers to data service providers, including league table providers, that serve the lending industry; provided that in the case of information received from the Borrower after the date hereof, 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 12.11 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.

Each Lender acknowledges that information furnished to it pursuant to this Agreement or the other Loan Documents may include material non-public information concerning the Borrower and its Affiliates and their related parties or their respective securities, and confirms that it has developed compliance procedures regarding the use of material non-public information and that it will handle such material non-public information in accordance with those procedures and applicable law, including Federal and state securities laws.

All information, including requests for waivers and amendments, furnished by the Borrower or the Administrative Agent pursuant to, or in the course of administering, this Agreement or the other Loan Documents will be syndicate-level information, which may contain material non-public information about the Borrower and its Affiliates and their related parties or their respective securities. Accordingly, each Lender represents to the Borrower and the Administrative Agent that it has identified in its Administrative Questionnaire a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law, including Federal and state securities laws.

Section 12.12 Interest Rate Limitation. It is the intention of the parties hereto that each Lender shall conform strictly to usury laws applicable to it. Accordingly, if the transactions contemplated hereby would be usurious as to any Lender under laws applicable to it (including the laws of the United States of America and the State of Texas or any other jurisdiction whose laws may be mandatorily applicable to such Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in any of the Loan Documents or any agreement entered into in connection with or as security for the Notes and other Secured Obligations arising under the Loan Documents, it is agreed as follows:

(a) the aggregate of all consideration which constitutes interest under law applicable to any Lender that is contracted for, taken, reserved, charged or received by such Lender under any of the Loan Documents or agreements or otherwise in connection with the Loans or Notes shall under no circumstances exceed the maximum amount allowed by such applicable law, and any excess shall be canceled automatically and if theretofore paid shall be credited by such Lender on the principal amount of the Secured Obligations (or, to the extent that the principal amount of the Secured Obligations shall have been or would thereby be paid in full, refunded by such Lender to the Borrower); and

(b) in the event that the maturity of the Loans or Notes is accelerated by reason of an election of the holder thereof resulting from any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to any Lender may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall be canceled automatically by such Lender as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited by such Lender on the principal amount of the Secured Obligations (or, to the extent that the principal amount of the Secured Obligations shall have been or would thereby be paid in full, refunded by such Lender to the Borrower). All sums paid or agreed to be paid to any Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to such Lender, be amortized, prorated, allocated and spread throughout the stated term of the Loans until payment in full so that the rate or amount of interest on account of any Loans hereunder does not exceed the maximum amount allowed by such applicable law. If at any time and from time to time:

(i) the amount of interest payable to any Lender on any date shall be computed at the Highest Lawful Rate applicable to such Lender pursuant to this Section 12.12 and

(ii) in respect of any subsequent interest computation period the amount of interest otherwise payable to such Lender would be less than the amount of interest payable to such Lender computed at the Highest Lawful Rate applicable to such Lender, then the amount of interest payable to such Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to such Lender until the total amount of interest payable to such Lender shall equal the total amount of interest which would have been payable to such Lender if the total amount of interest had been computed without giving effect to this Section 12.12. To the extent that Chapter 303 of the Texas Finance Code is relevant for the purpose of determining the Highest Lawful Rate applicable to a Lender, such Lender elects to determine the applicable rate ceiling under such Chapter by the weekly ceiling from time to time in effect. Chapter 346 of the Texas Finance Code does not apply to the Borrower's obligations hereunder.

Section 12.13 Collateral Matters; Swap Agreements. The benefit of the Security Instruments and of the provisions of this Agreement relating to any collateral securing the Secured Obligations shall also extend to and be available to the Secured Swap Providers in respect of the Secured Swap Agreements as set forth herein. Except as set forth in Section 12.02(b)(vi), no Lender or any Affiliate of a Lender shall have any voting rights under any Loan Document as a result of the existence of obligations owed to it under any such Swap Agreements.

Section 12.14 No Third Party Beneficiaries. This Agreement, the other Loan Documents, and the agreement of the Lenders to make Loans and any Issuing Bank to issue, amend, renew or extend Letters of Credit hereunder are solely for the benefit of the Borrower, and no other Person (including any other Loan Party of the Borrower, any obligor, contractor, subcontractor, supplier or materialsman) shall have any rights, claims, remedies or privileges hereunder or under any other Loan Document against the Administrative Agent, any Issuing Bank or any Lender for any reason whatsoever. There are no third party beneficiaries.

Section 12.15 EXCULPATION PROVISIONS. Each of the parties hereto hereby acknowledges and agrees that:

(a) no fiduciary, advisory or agency relationship between the Loan Parties and the Lending Parties is intended to be or has been created in respect of any of the transactions contemplated by this Agreement or the other Loan Documents, irrespective of whether the Lending Parties have advised or are advising the Loan Parties on other matters, and the relationship between the Lending Parties, on the one hand, and the Loan Parties, on the other hand, in connection herewith and therewith is solely that of creditor and debtor,

(b) (b) the Lending Parties, on the one hand, and the Loan Parties, on the other hand, have an arm's length business relationship that does not directly or indirectly give rise to, nor do the Loan Parties rely on, any fiduciary duty to the Loan Parties or their affiliates on the part of the Lending Parties,

(c) (c) the Loan Parties are capable of evaluating and understanding, and the Loan Parties understand and accept, the terms, risks and conditions of the transactions contemplated by this Agreement and the other Loan Documents,

(d) the Loan Parties have been advised that the Lending Parties are engaged in a broad range of transactions that may involve interests that differ from the Loan Parties' interests and that the Lending Parties have no obligation to disclose such interests and transactions to the Loan Parties,

(e) the Loan Parties have consulted their own legal, accounting, regulatory and tax advisors to the extent the Loan Parties have deemed appropriate in the negotiation, execution and delivery of this Agreement and the other Loan Documents,

(f) each Lending Party has been, is, and will be acting solely as a principal and, except as otherwise expressly agreed in writing by it and the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Loan Parties, any of their affiliates or any other Person,

(g) none of the Lending Parties has any obligation to the Loan Parties or their affiliates with respect to the transactions contemplated by this Agreement or the other Loan Documents except those obligations expressly set forth herein or therein or in any other express writing executed and delivered by such Lending Party and the Loan Parties or any such affiliate and

(h) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lending Parties or among the Loan Parties and the Lending Parties. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS."

Section 12.16 Patriot Act Notice. Each Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), it is required to obtain, verify and record information that identifies the Borrower and other Loan Parties, which information includes the name and address of the Borrower and other Loan Parties and other information that will allow such Lender to identify the Borrower and other Loan Parties in accordance with the Patriot Act.

Section 12.17 Flood Insurance Provisions. 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.

Section 12.18 Releases.

(a) Release Upon Payment in Full. Upon Payment in Full, the Administrative Agent, at the written request and expense of the Borrower, will promptly release, reassign and transfer the Mortgaged Property to the Loan Parties.

(b) Further Assurances. If any of the Mortgaged Property shall be sold, transferred or otherwise disposed of by any Group Member in a transaction permitted by the Loan Documents and such Mortgaged Property shall no longer constitute or be required to be Mortgaged Property under the Loan Documents, then the Administrative Agent, at the request and sole expense of the Borrower and the applicable Group Member, shall promptly execute and deliver to such Group Member all releases or other documents reasonably necessary or desirable for the release of the Liens created by the applicable Security Instrument on such Mortgaged Property; provided that the Borrower shall have delivered to the Administrative Agent, at least five (5) Business Days prior to the date of the proposed release (or such other time period as the Administrative Agent may agree), a written request for release identifying the relevant Group Member, together with a certification by the Borrower stating (x) that such transaction is in compliance with this Agreement and the other Loan Documents (y) the Borrower has complied with its obligations under Section 8.01(n)(i), if applicable and (z) no Mortgaged Property other than the Mortgaged Property required to be released is being released. At the request and sole expense of the Borrower, a Group Member shall be released from its obligations under the Loan Documents in the event that all the capital stock or other Equity Interests of such Group Member shall be sold, transferred or otherwise disposed of in a transaction permitted by the Loan Documents and such Equity Interests shall no longer constitute or be required to be Mortgaged Property under the Loan Documents; provided that the Borrower shall have delivered to the Administrative Agent, at least five (5) Business Days prior to the date of the proposed release (or such other time period as the Administrative Agent may agree), a written request for release identifying the relevant Group Member, together with a certification by the Borrower stating (x) that such transaction is in compliance with this Agreement and the other Loan Documents and the Borrower has complied with its obligations under Section 8.01(n)(i), if applicable, and (y) no Mortgaged Property other than the Mortgaged Property required to be released is being released.

Section 12.19 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Financing Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Financing Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable 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 the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected 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 Affected 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 Financing Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

Section 12.20 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Agreements or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and each such QFC a "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):

(a) 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 12.21 Release of Certain Loan Parties and Liens Under the Existing Credit Agreement. The Administrative Agent and Existing Lenders release the entities set forth on Schedule 12.21 (the "Released Entities") from all of their respective obligations under the Existing Credit Agreement and the Existing Loan Documents. The Administrative Agent and the Lenders agree that any interest of the Administrative Agent and the Lenders in any security interests or other Liens that the Released Entities may have granted to the Administrative Agent and the Lenders as collateral for any and all obligations of the Released Entities under the Existing Credit Agreement or in the property subject thereto (the "Existing Liens") shall be released and terminated. The Administrative Agent, on the Closing Date, will authorize the filing of any UCC-3s and other termination statements to release the Liens and will also, upon the written request and expense of the Released Entities, deliver additional termination statements under the Uniform Commercial Code with respect to any filings naming the Released Entities as debtor and the Administrative Agent as secured party, releases and satisfactions of deeds to secure debt, deeds of trust or mortgages with respect to any mortgages from the Released Entities in favor of the Administrative Agent, and any other releases, terminations, reconveyances or other documents that may be required to terminate, reconvey, satisfy or otherwise remove of record any lien of the Administrative Agent on the properties and assets of the Released Entities.

[SIGNATURES BEGIN NEXT PAGE]

The parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BORROWER: **DP RBL CO LLC**

By: /s/Eric Williams
Name: Eric Williams
Title: Chief Financial Officer

EXISTING BORROWER: **DIVERSIFIED GAS & OIL CORPORATION**

By: /s/Eric Williams
Name: Eric Williams
Title: Chief Financial Officer

KEYBANK NATIONAL ASSOCIATION, as Administrative Agent, Issuing Bank and a Lender

By: /s/George McKean
Name: George McKean
Title: SVP & Team Lead, PLM, Energy

KEYBANK CAPITAL MARKETS., as Coordinating Lead Arranger and Sole Bookrunner

By: /s/Brian S. Hunnicutt
Name: Brian S. Hunnicutt
Title: Managing Director

TRUIST BANK, as Co-Syndication Agent, and a Lender

By: /s/James Giordano
Name: James Giordano
Title: Managing Director

TRUIST SECURITIES, INC., as Joint Lead Arranger

By: /s/James Giordano
Name: James Giordano
Title: Managing Director

CITIZENS BANK, N.A., as Joint Lead Arranger, Co-Syndication Agent and a Lender

By: /s/ Scott Donaldson
Name: Scott Donaldson
Title: Senior Vice President

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a Joint Lead Arranger, Co-Syndication Agent, a Lender and as Lead Sustainability Structuring Agent

By: /s/ Jacob W. Lewis
Name: Jacob W. Lewis
Title: Authorized Signatory

By: /s/ Donovan C. Broussard
Name: Donovan C. Broussard
Title: Authorized Signatory

DNB BANK ASA, NEW YORK BRANCH, as a Co-Documentation Agent and Co-Sustainability Structuring Agent

By: /s/ Kevin Utsey
Name: Kevin Utsey
Title: Senior Vice President

By: /s/ Scott Joyce
Name: Scott Joyce
Title: Senior Vice President

DNB MARKETS, INC., as a Joint Lead Arranger

By: /s/ Daniel Hochstadt
Name: Daniel Hochstadt
Title: Managing Director

By: /s/ Emilio Fabbrizzi
Name: Emilio Fabbrizzi
Title: Managing Director

DNB CAPITAL LLC as a Lender

By: /s/ Kevin Utsey
Name: Kevin Utsey
Title: Senior Vice President

By: /s/ Scott Joyce
Name: Scott Joyce
Title: Senior Vice President

MIZUHO BANK, LTD., as a Joint Lead Arranger, a Co-Syndication Agent and a Lender

By: /s/ Edward Sacks
Name: Edward Sacks
Title: Authorized Signatory

U.S. BANK NATIONAL ASSOCIATION, as a Joint Lead Arranger, a Co-Document Agent and a Lender

By: /s/ Matthew A. Turner
Name: Matthew A. Turner
Title: Senior Vice President

FIRST-CITIZENS BANK & TRUST COMPANY (successor by merger to CIT BANK, N.A.), as a Lender

By: /s/ Christopher Solley
Name: Christopher Solley
Title: Vice President

FIRST HORIZON BANK

By: /s/ W. David McCarver IV
Name: W. David McCarver IV
Title: Senior Vice President

BANK OF AMERICA, **N.A.**, as a Lender

By: /s/ Salman Samar
Name: Salman Samar
Title: Director

CITIBANK, N.A., as a Lender

By: /s/ Cliff Vaz
Name: Cliff Vaz
Title: Vice President

SYNOVUS BANK, as a Lender

By: /s/ Curtis Troctor
Name: Curtis Troctor
Title: Corporate Banker

GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Dan Starr
Name: Dan Starr
Title: Authorized Signatory

MERCURIA INVESTMENTS U.S., INC., as a Lender

By: /s/ Marty Bredehoft
Name: Marty Bredehoft
Title: Treasurer

ANNEX I

LIST OF MAXIMUM CREDIT AMOUNTS

[**Omitted**]

EXHIBIT A

[FORM OF] NOTE

[**Omitted**]

EXHIBIT B

[FORM OF] BORROWING REQUEST

[**Omitted**]

EXHIBIT C

[FORM OF] INTEREST ELECTION REQUEST

[**Omitted**]

EXHIBIT D

[FORM OF]

COMPLIANCE CERTIFICATE

[**Omitted**]

Exhibit A

Financial Statements

[**Omitted**]

ANNEX A

[**Omitted**]

ANNEX B

Subsidiaries Not Loan Parties

[**Omitted**]

EXHIBIT E

[FORM OF] SOLVENCY CERTIFICATE

[**Omitted**]

EXHIBIT F

SECURITY INSTRUMENTS

[**Omitted**]

EXHIBIT G

[**Omitted**]

EXHIBIT H-1

[FORM OF] U.S. TAX COMPLIANCE CERTIFICATE
(NON-U.S. LENDERS; NON-PARTNERSHIPS)

[**Omitted**]

EXHIBIT H-2

[FORM OF] U.S. TAX COMPLIANCE CERTIFICATE
(FOREIGN PARTICIPANTS; NOT PARTNERSHIPS)

[**Omitted**]

EXHIBIT H-3

[FORM OF] U.S. TAX COMPLIANCE CERTIFICATE
(FOREIGN PARTICIPANTS; PARTNERSHIPS)

[**Omitted**]

EXHIBIT H-4

[FORM OF] U.S. TAX COMPLIANCE CERTIFICATE
(NON-U.S. LENDERS; PARTNERSHIPS)

[**Omitted**]

EXHIBIT I

[FORM OF] RESERVE REPORT CERTIFICATE

[**Omitted**]

Exhibit 1

Liens on Oil and Gas Properties

[**Omitted**]

Exhibit 2

Gas Imbalances, Take-or-Pay, Ship-or-Pay or Other Prepayments

[**Omitted**]

Exhibit 3

Sales of Oil and Gas Properties

[**Omitted**]

Exhibit 4

Marketing Agreements

[**Omitted**]

Exhibit 5

Oil and Gas Properties that are Mortgaged Properties

[**Omitted**]

EXHIBIT J

FORM OF SUSTAINABILITY CERTIFICATE

[**Omitted**]

Annex A

Sustainability Report and Review Report

[**Omitted**]

Annex B

Sustainability Rate Adjustment

[**Omitted**]

Schedule 1.01(a)

Existing Letters of Credit

[**Omitted**]

Schedule 7.12

Insurance

[**Omitted**]

Schedule 7.14

Group Members

[**Omitted**]

Schedule 7.18

Gas Imbalances

[**Omitted**]

Schedule 7.19

Marketing Contracts

[**Omitted**]

Schedule 7.21

Swap Agreements

[**Omitted**]

Schedule 8.09(b)

Environmental Matters

[**Omitted**]

Schedule 9.02

Existing Indebtedness

[**Omitted**]

Schedule 9.03

Existing Liens

[**Omitted**]

Schedule 9.05

Investments

[**Omitted**]

Schedule 9.14

Affiliate Agreements

[**Omitted**]

Schedule 12.21

Released Entities

[**Omitted**]

APPENDIX A

[***]

[**Omitted**]

APPENDIX B

[***]

[**Omitted**]

APPENDIX C

[***]

[**Omitted**]

Exhibit 4.21

Execution Version

FIRST AMENDMENT

TO

AMENDED AND RESTATED
REVOLVING CREDIT AGREEMENT

DATED AS OF MARCH 1, 2023

AMONG

DP RBL CO LLC,
AS BORROWER,

THE GUARANTORS PARTY HERETO,

KEYBANK NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT,

AND

THE LENDERS PARTY HERETO

FIRST AMENDMENT TO AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT

This First Amendment to Amended and Restated Revolving Credit Agreement (this "First Amendment") dated as of March 1, 2023, is among DP RBL CO LLC, a Delaware limited liability company (the "Borrower"), each of the undersigned guarantors (the "Guarantors"), each Lender (as defined below) party hereto, and KeyBank National Association, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent").

RECITALS

A. The Borrower, the Administrative Agent and the banks and other financial institutions from time to time party thereto (together with their respective successors and assigns in such capacity, each a "Lender") have entered into that certain Amended and Restated Revolving Credit Agreement dated as of August 2, 2022 (as amended, restated, modified or supplemented from time to time, the "Credit Agreement").

B. The Borrower has requested, and the Lenders and the Administrative Agent have agreed to amend certain provisions of the Credit Agreement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, to induce the Administrative Agent and the Lenders to enter into this First Amendment and in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Unless otherwise defined in this First Amendment, each capitalized term used in this First Amendment has the meaning assigned to such term in the Credit Agreement. Unless otherwise indicated, all section references in this First Amendment refer to sections of the Credit Agreement.

Section 2. Amendments. Subject to the Satisfaction of the Conditions Precedent in Section 5 of this First Amendment, the Credit Agreement shall be amended effective as of the First Amendment Effective Date by deleting Annex I thereto and replacing it with Annex I attached hereto.

Section 3. Borrowing Base. Pursuant to Section 2.07(b), the Administrative Agent has determined that upon the closing of the Acquisition (as defined below), the Borrowing Base in effect at such time shall be $375.0 million. This is an Interim Redetermination and does not replace the spring 2023 Scheduled Redetermination which will occur at its scheduled time. The Borrowing Base may be subject to further adjustment from time to time in accordance with the Credit Agreement.

Section 4. Assignments and Reallocations. The Lenders have agreed among themselves to reallocate their Commitments, Maximum Credit Amounts, Applicable Percentages and Revolving Credit Exposures such that their Applicable Percentages and Maximum Credit Amounts shall equal those set forth in Annex I attached hereto. Each of the Administrative Agent and the Borrower hereby consent to such reallocation. Such reallocations are hereby consummated pursuant to the terms and provisions of this First Amendment, and Section 12.04(b), and the Borrower, the Administrative Agent and each Lender hereby consummates such reallocation pursuant to the terms, provisions and representations of the Assignment and Assumption attached as Exhibit G to the Credit Agreement as if each of them had executed and delivered an Assignment and Assumption with the Effective Date (as defined therein) being the First Amendment Effective Date; provided that the Administrative Agent hereby waives the $3,500 processing and recordation fee set forth in Section 12.04(b)(ii)(C) with respect to such assignment and assumption. Each Lender hereby consents and agrees to the Applicable Percentages and Maximum Credit Amounts as set forth in Annex I attached hereto.

Section 5. Effectiveness. This First Amendment shall become effective on the first date on which each of the conditions set forth in this Section 5 is satisfied (the "First Amendment Effective Date"):

5.1 The Administrative Agent shall have received duly executed counterparts (in such number as may be reasonably requested by the Administrative Agent) of this First Amendment from the Borrower, each Guarantor, and each Lender.

5.2 At the time of and immediately after giving effect to this First Amendment, (a) no Default or Event of Default shall have occurred and be continuing and (b) no event or events shall have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

5.3 There shall be no pending or threatened litigation against the Borrower or any Guarantor which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect, except as disclosed in writing to the Administrative Agent prior to the First Amendment Effective Date.

5.4 The Borrower shall have paid all amounts due and payable on or prior to the First Amendment Effective Date to the extent invoiced two (2) Business Days prior to the First Amendment Effective Date, including all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement.

5.5 The Administrative Agent shall have received a certificate of a Responsible Officer of the Borrower certifying (a) that certain Oil and Gas Properties and related assets (the "Assets") in the state of Texas are being acquired by DP Legacy Central LLC from Tanos Energy Holdings II, LLC ("Seller") (the "Acquisition") (with all of the material conditions precedent thereto having been satisfied in all material respects by the parties thereto) pursuant to that certain Purchase and Sale Agreement by and between Seller and Diversified Production LLC, dated as of February 1, 2023 (together with all bills of sale, assignments, agreements, instruments and documents executed and delivered in connection therewith, as amended, the "Acquisition Documents"); (b) that attached thereto is a true and complete list of the Assets which have been excluded from the Acquisition pursuant to the terms of the Acquisition Documents, specifying with respect thereto the basis of the exclusion; and (c) that attached thereto is a true and complete executed copy of each Acquisition Document.

5.6 The Borrower shall have provided to the Administrative Agent copies of any material environmental due diligence documents in its possession with respect to the Assets including Phase I Reports, if any.

5.7 The Administrative Agent shall have received title information as the Administrative Agent may reasonably require, reasonably satisfactory to the Administrative Agent, setting forth the status of title to at least 85% of the PV-10 of the Borrowing Base Properties.

Section 6. Post-Closing Obligations. No later than 30 days after the First Amendment Effective Date (or such later date as may be agreed by the Administrative Agent), the Borrower shall have delivered executed Mortgages or supplements to Mortgages to the Administrative Agent such that, upon recording such Mortgages or supplements, as applicable, in each case, in the appropriate filing offices, the Administrative Agent shall have a first priority Lien on at least 85% of the PV-10 of the Borrowing Base Properties.

Section 7. Governing Law. THIS FIRST AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 8. Miscellaneous. (a) On and after the First Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in each other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended or otherwise modified by this First Amendment; (b) the execution, delivery and effectiveness of this First Amendment shall not operate as a waiver of any default of the Borrower or any right, power or remedy of the Administrative Agent or the Lenders under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents; (c) this First Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this First Amendment by signing any such counterpart; and (d) delivery of an executed counterpart of a signature page to this First Amendment by electronic mail shall be effective as delivery of a manually executed counterpart of this First Amendment.

Section 9. Ratification and Affirmation; Representations and Warranties. The Borrower and each Guarantor hereby (a) acknowledges the terms of this First Amendment; (b) ratifies and affirms its obligations under, and acknowledges, renews and extends its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended or modified hereby; and (c) represents and warrants to the Lenders that as of the First Amendment Effective Date, after giving effect to the terms of this First Amendment: (i) all of the representations and warranties contained in each Loan Document to which it is a party are true and correct in all material respects (unless already qualified by materiality, in which case such representation and warranty (to the extent so qualified) shall continue to be true and correct in all respects), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (unless already qualified by materiality, in which case such representation and warranty (to the extent so qualified) shall continue to be true and correct in all respects) as of such specified earlier date, (ii) no Default or Event of Default has occurred and is continuing, and (iii) no event or events have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 10. Loan Document. This First Amendment is a Loan Document as defined and described in the Credit Agreement and all of the terms and provisions of the Credit Agreement relating to Loan Documents shall apply hereto.

Section 11. No Oral Agreements. THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING THIS FIRST AMENDMENT, EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN AND AMONG THE PARTIES AND SUPERSEDE ALL OTHER AGREEMENTS AND UNDERSTANDINGS BETWEEN AND AMONG SUCH PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN AND AMONG THE PARTIES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their officers thereunto duly authorized as of the date first above written.

BORROWER:

DP RBL CO LLC
a Delaware corporation

By: /s/ Benjamin M. Sullivan
Name: Benjamin M. Sullivan
Title: Executive Vice President & General Counsel

GUARANTORS:

BLUESTONE NATURAL RESOURCES II LLC
DP LEGACY CENTRAL LLC
DP TAPSTONE ENERGY HOLDINGS, LLC
DP LEGACY TAPSTONE LLC
DIVERSIFIED ENERGY MARKETING, LLC

By: /s/ Benjamin M. Sullivan
Name: Benjamin M. Sullivan
Title: Executive Vice President & General Counsel

KEYBANK NATIONAL ASSOCIATION, as Coordinating Lead Arranger, Sole Bookrunner, Administrative Agent and a Lender

By: /s/ Kyle Gruen
Name: Kyle Gruen
Title: Vice President

TRUIST BANK, as Co-Syndication Agent, and a Lender

By: /s/ Benjamin L. Brown
Name: Benjamin L. Brown
Title: Director

TRUIST SECURITIES, INC., as Joint Lead Arranger

By: /s/ Benjamin L. Brown
Name: Benjamin L. Brown
Title: Director

CITIZENS BANK, N.A., as Joint Lead Arranger, Co-Syndication Agent and a Lender

By: /s/ Scott Donaldson
Name: Scott Donaldson
Title: Senior Vice President

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a Joint Lead Arranger, Co-Syndication Agent, a Lender and as Lead Sustainability Structuring Agent

By: /s/ Jacob W. Lewis
Name: Jacob W. Lewis
Title: Authorized Signatory

By: /s/ Donovan C. Broussard
Name: Donovan C. Broussard
Title: Authorized Signatory

DNB CAPITAL LLC, as a Lender

By: /s/ Kevin Utsey
Name: Kevin Utsey
Title: Senior Vice President

By: /s/ Scott Joyce
Name: Scott Joyce
Title: Senior Vice President

MIZUHO BANK, LTD., as a Joint Lead Arranger, a Co-Syndication Agent and a Lender

By: /s/ Edward Sacks
Name: Edward Sacks
Title: Executive Director

U.S. BANK NATIONAL ASSOCIATION, as a Joint Lead Arranger, a Co-Document Agent and a Lender

By: /s/ Matthew A. Turner
Name: Matthew A. Turner
Title: Senior Vice President

FIRST-CITIZENS BANK & TRUST COMPANY, as a Lender

By: /s/ Katya Pittman
Name: Katya Pittman
Title: Director

FIRST HORIZON BANK, as a Lender

By: /s/ W. David McCarver IV
Name: W. David McCarver IV
Title: Senior Vice President

BANK OF AMERICA, N.A., as a Lender

By: /s/ Salman Samar
Name: Salman Samar
Title: Director

CITIBANK, N.A., as a Lender

By: /s/ Cliff Vaz
Name: Cliff Vaz
Title: Vice President

SYNOVUS BANK, as a Lender

By: /s/ Custis Proctor
Name: Custis Proctor
Title: Corporate Banker

GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Andrew B. Vernon
Name: Andrew Vernon
Title: Authorized Signatory

MERCURIA INVESTMENTS U.S., INC., as a Lender

By: /s/ Steven Bunkin
Name: Steven Bunkin
Title: Secretary

ANNEX I

LIST OF MAXIMUM CREDIT AMOUNTS

[**Omitted**]

Exhibit 4.22

Execution Version

SECOND AMENDMENT

TO

AMENDED AND RESTATED
REVOLVING CREDIT AGREEMENT

DATED AS OF APRIL 27, 2023

AMONG

DP RBL CO LLC,
AS BORROWER,

THE GUARANTORS PARTY HERETO,

KEYBANK NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT,

AND

THE LENDERS PARTY HERETO

SECOND AMENDMENT TO AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT

This Second Amendment to Amended and Restated Revolving Credit Agreement (this "Second Amendment") dated as of April 27, 2023, is among DP RBL CO LLC, a Delaware limited liability company (the "Borrower"), each of the undersigned guarantors (the "Guarantors"), each Lender (as defined below) party hereto, and KeyBank National Association, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent").

RECITALS

A. The Borrower, the Administrative Agent and the banks and other financial institutions from time to time party thereto (together with their respective successors and assigns in such capacity, each a "Lender") have entered into that certain Amended and Restated Revolving Credit Agreement dated as of August 2, 2022, as amended by that certain First Amendment dated as of March 1, 2023 (as further amended, restated, modified or supplemented from time to time, the "Credit Agreement").

B. The Borrower has requested, and the Lenders and the Administrative Agent have agreed to amend and to waive certain provisions of the Credit Agreement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, to induce the Administrative Agent and the Lenders to enter into this Second Amendment and in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Unless otherwise defined in this Second Amendment, each capitalized term used in this Second Amendment has the meaning assigned to such term in the Credit Agreement. Unless otherwise indicated, all section references in this Second Amendment refer to sections of the Credit Agreement.

Section 2. Amendments. Subject to the Satisfaction of the Conditions Precedent in Section 5 of this Second Amendment, the Credit Agreement shall be amended effective as of the Second Amendment Effective Date as follows:

2.1 Amendment to Section 1.02. Section 1.02 is hereby amended by amending the following defined term in its entirety:

"Agreement" means this Amended and Restated Revolving Credit Agreement, including the Schedules and Exhibits hereto, as amended by that certain First Amendment dated as of March 1, 2023, that Second Amendment dated as of April 27, 2023, and as the same may be further amended, modified, supplemented, restated, replaced or otherwise modified from time to time.

2.2 Amendment to Section 8.01(a). Sections 8.01(a) is hereby amended by deleting such Section in its entirety and replacing it with the following:

(a) Annual Financial Statements. As soon as available, but in any event in accordance with then applicable law and not later than one hundred twenty (120) days after the end of each Fiscal Year of the Parent (i) the Parent's audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous Fiscal Year of the Parent, all reported on by an independent public accountant reasonably acceptable to the Administrative Agent (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit, other than with respect to, or resulting from the occurrence of an upcoming maturity date of Indebtedness) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Borrower and its Consolidated Subsidiaries on a consolidated basis and the other Group Members (as applicable), on a consolidated basis, in each case, in accordance with IFRS (if the Parent's financial statements are available in accordance with GAAP, GAAP) consistently applied, (ii) the Borrower's audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous Fiscal Year of the Borrower, where available, all reported on by an independent public accountant reasonably acceptable to the Administrative Agent (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit, other than with respect to, or resulting from, the occurrence of an upcoming maturity date of Indebtedness) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Borrower and its Consolidated Subsidiaries on a consolidated basis and the other Group Members (as applicable), on a consolidated basis, in each case, in accordance with GAAP or IFRS (if the Parent's financial statements are available in accordance with GAAP, GAAP) consistently applied, and for the avoidance of doubt, without accompanying financial statement footnotes, and (iii) in the event the Borrower's audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such Fiscal Year are prepared and audited in accordance with IFRS or prepared under a basis of accounting that differs from the Quarterly Financial Statements provided in accordance with Section 8.01(b), the Borrower will separately provide a reconciliation (for the avoidance of doubt, such reconciliation will be unaudited) between the two standards in a format reasonably acceptable to the Administrative Agent.

Section 3. Waiver. The Borrower has requested that Lenders constituting the Majority Lenders waive, and the Lenders signatory hereto which constitute the Majority Lenders do hereby waive the requirement of Section 8.01(a) that the financial statements for the Fiscal Year of the Borrower ending December 31, 2022 be delivered within 120 after the end of such Fiscal Year; provided that such financials are delivered on or before May 31, 2023.

Section 4. Additional Collateral. Schedule 2 to the Guarantee and Collateral Agreement is hereby updated to include the additional "Pledged Securities" (as such term is defined in the Guarantee and Collateral Agreement) as more particularly set forth on Revised Schedule 2 attached hereto.

Section 5. Effectiveness. This Second Amendment shall become effective on the first date on which each of the conditions set forth in this Section 5 is satisfied (the "Second Amendment Effective Date"):

5.1 The Administrative Agent shall have received duly executed counterparts (in such number as may be reasonably requested by the Administrative Agent) of this Second Amendment from the Borrower, each Guarantor, and Lenders constituting the Majority Lenders.

5.2 At the time of and immediately after giving effect to this Second Amendment, (a) no Default or Event of Default shall have occurred and be continuing and (b) no event or events shall have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

5.3 There shall be no pending or threatened litigation against the Borrower or any Guarantor which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect, except as disclosed in writing to the Administrative Agent prior to the Second Amendment Effective Date.

5.4 The Borrower shall have paid all amounts due and payable on or prior to the Second Amendment Effective Date to the extent invoiced two (2) Business Days prior to the Second Amendment Effective Date, including all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement.

Section 6. Governing Law. THIS SECOND AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 7. Miscellaneous. (a) On and after the Second Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in each other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended or otherwise modified by this Second Amendment; (b) the execution, delivery and effectiveness of this Second Amendment shall not operate as a waiver of any default of the Borrower or any right, power or remedy of the Administrative Agent or the Lenders under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents; (c) this Second Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Second Amendment by signing any such counterpart; and (d) delivery of an executed counterpart of a signature page to this Second Amendment by electronic mail shall be effective as delivery of a manually executed counterpart of this Second Amendment.

Section 8. Ratification and Affirmation; Representations and Warranties. The Borrower and each Guarantor hereby (a) acknowledges the terms of this Second Amendment; (b) ratifies and affirms its obligations under, and acknowledges, renews and extends its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended or modified hereby; and (c) represents and warrants to the Lenders that as of the Second Amendment Effective Date, after giving effect to the terms of this Second Amendment: (i) all of the representations and warranties contained in each Loan Document to which it is a party are true and correct in all material respects (unless already qualified by materiality, in which case such representation and warranty (to the extent so qualified) shall continue to be true and correct in all respects), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (unless already qualified by materiality, in which case such representation and warranty (to the extent so qualified) shall continue to be true and correct in all respects) as of such specified earlier date, (ii) no Default or Event of Default has occurred and is continuing, and (iii) no event or events have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 9. Loan Document. This Second Amendment is a Loan Document as defined and described in the Credit Agreement and all of the terms and provisions of the Credit Agreement relating to Loan Documents shall apply hereto.

Section 10. No Oral Agreements. THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING THIS SECOND AMENDMENT, EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN AND AMONG THE PARTIES AND SUPERSEDE ALL OTHER AGREEMENTS AND UNDERSTANDINGS BETWEEN AND AMONG SUCH PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN AND AMONG THE PARTIES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their officers thereunto duly authorized as of the date first above written.

BORROWER:

DP RBL CO LLC
a Delaware corporation

By: /s/ Benjamin M. Sullivan
Name: Benjamin M. Sullivan
Title: Executive Vice President & General Counsel

GUARANTORS:

BLUESTONE NATURAL RESOURCES II LLC
DP LEGACY CENTRAL LLC
DIVERSIFIED ENERGY MARKETING, LLC

By: /s/ Benjamin M. Sullivan
Name: Benjamin M. Sullivan
Title: Executive Vice President & General Counsel

KEYBANK NATIONAL ASSOCIATION, as Coordinating Lead Arranger, Sole Bookrunner, Administrative Agent and a Lender

By: /s/ Eric Appel
Name: Eric Appel
Title: Senior Vice President

TRUIST BANK, as Co-Syndication Agent, and a Lender

By: /s/ Benjamin L. Brown
Name: Benjamin L. Brown
Title: Director

TRUIST SECURITIES, INC., as Joint Lead Arranger

By: /s/ Benjamin L. Brown
Name: Benjamin L. Brown
Title: Director

CITIZENS BANK, N.A., as Joint Lead Arranger, Co-Syndication Agent and a Lender

By: /s/ Scott Donaldson
Name: Scott Donaldson
Title: Senior Vice President

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a Joint Lead Arranger, Co-Syndication Agent, a Lender and as Lead Sustainability Structuring Agent

By: /s/ Jacob W. Lewis
Name: Jacob W. Lewis
Title: Authorized Signatory

By: /s/ Donovan C. Broussard
Name: Donovan C. Broussard
Title: Authorized Signatory

DNB CAPITAL LLC, as a Lender

By: /s/ Kevin Utsey
Name: Kevin Utsey
Title: Senior Vice President

By: /s/ Scott Joyce
Name: Scott Joyce
Title: Senior Vice President

MIZUHO BANK, LTD., as a Joint Lead Arranger, a Co-Syndication Agent and a Lender

By: /s/ Edward Sacks
Name: Edward Sacks
Title: Executive Director

U.S. BANK NATIONAL ASSOCIATION, as a Joint Lead Arranger, a Co-Document Agent and a Lender

By: /s/ Matthew A. Turner
Name: Matthew A. Turner
Title: Senior Vice President

FIRST-CITIZENS BANK & TRUST COMPANY, as a Lender

By: /s/ Christopher Solley
Name: Christopher Solley
Title: Vice President

FIRST HORIZON BANK, as a Lender

By: /s/ W. David McCarver IV
Name: W. David McCarver IV
Title: Senior Vice President

BANK OF AMERICA, N.A., as a Lender

By: /s/ Salman Samar
Name: Salman Samar
Title: Director

CITIBANK, N.A., as a Lender

By: /s/ Cliff Vaz
Name: Cliff Vaz
Title: Vice President

SYNOVUS BANK, as a Lender

By: /s/ Custis Proctor
Name: Custis Proctor
Title: Corporate Banker

GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Keshia Leday
Name: Keshia Leday
Title: Authorized Signatory

MERCURIA INVESTMENTS U.S., INC., as a Lender

By: /s/ Marty Bredehoft
Name: Marty Bredehoft
Title: Treasurer

SCHEDULE 2

DESCRIPTION OF INVESTMENT PROPERTY

[**Omitted**]

Exhibit 4.23

Execution Version

$160,000,000

CREDIT AGREEMENT

among

DP BLUEGRASS LLC,

as Borrower,

and

MUNICH RE RESERVE RISK FINANCING, INC.,

as Lender

Dated as of May 26, 2020

TABLE OF CONTENTS

SCHEDULES:

EXHIBITS:

This CREDIT AGREEMENT, dated as of May 26, 2020, is by and among **DP Bluegrass LLC (f/k/a Carbon West Virginia Company, LLC)**, a Delaware limited liability company ("***Borrower***") and **Munich Re Reserve Risk Financing, Inc.**, a Delaware corporation, as lender (in such capacity, "***Lender***").

In consideration of the premises and the agreements hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

Acceptable Security Interest: in any Property, a Lien which (a) exists in favor of Lender for the benefit of the Secured Parties, (b) 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.

Access Agreement: an access agreement executed and delivered by each Person (other than the Services Provider) on whose premises any Loan Party maintains any Collateral and such Loan Party in favor of Lender, in a form and substance satisfactory to Lender.

Accounting Change: as defined in Section 9.18.

Acquisition Agreements: the Carbon MIPSA and the EQT PSA, collectively.

Affiliate: as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise. Notwithstanding the foregoing, no Lender shall be deemed to be an Affiliate of the Loan Parties.

Agreement: this Credit Agreement, as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time.

Anti-Corruption Laws: all laws, rules, and regulations of any jurisdiction applicable to Borrower or any of its Subsidiaries from time to time concerning or relating to bribery or corruption.

Applicable Discount Rate: at any time, the prevailing quoted rate for AA-rated bonds of financial institutions having an equal weighted average life to that of the Loans. The published source for the Applicable Discount Rate will be the Bloomberg Curv ID BS37 "USD US FINANCIALS AA+, AA, AA- BVAL Yield Curve."

Applicable Premium: with respect to any Loans being prepaid or repaid, a cash amount equal to (a) if such prepayment or repayment is made on any date prior to the third anniversary of the Closing Date, the present value (as calculated by Lender using the Applicable Discount Rate) of the aggregate dollar amount of scheduled interest payments on the Loans being so prepaid or repaid that would have become due and payable on any Monthly Required Payment Date from the applicable Prepayment Date through and including the Maturity Date, (b) if such prepayment or repayment is made on any date on or after the third anniversary of the Closing Date but prior to the fourth anniversary of the Closing Date, 3.0% of the principal amount of the Loans being prepaid or repaid, (c) if such prepayment or repayment is made on any date on or after the fourth anniversary of the Closing Date but prior to the fifth anniversary of the Closing Date, 2.0% of the principal amount of the Loans being prepaid or repaid and (d) if such prepayment or repayment is made on any date on or after the fifth anniversary of the Closing Date, $0; provided that, if the Loans are prepaid or repaid in full in connection with a refinancing transaction provided in full by Lender (or an Affiliate of Lender), the Applicable Premium shall be $0.

Applicable Rate: 6.5%.

Asset Retirement Obligation or ***ARO***: Well plugging and abandonment, platform and pipeline abandonment or removal and other decommissioning activities in respect of the Oil and Gas Properties.

Authorized Person: with respect to any Loan Party, any Manager (as defined in the Constituent Documents of such Loan Party) of such Loan Party.

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.

Board: the Board of Governors of the Federal Reserve System of the United States (or any successor).

Borrower: as defined in the preamble hereto.

Borrowing: a borrowing consisting of Loans made on the same day by Lender.

Borrowing Notice: with respect to any request for borrowing of Loans hereunder, a notice from Borrower, substantially in the form of, and containing the information prescribed by, Exhibit A, delivered to Lender.

Btu: British Thermal units, a measure of heating value.

Business Day: a day other than a Saturday, Sunday or other day on which commercial banks in New York City, New York, or Houston, Texas are authorized or required by law to close.

Business Proceeds: all proceeds (subject to the provisions of the Management Services Agreement), Net Cash Proceeds and any other source of income or payment received by Borrower, including under the Reorganization Agreement excluding proceeds of any transaction described in the last sentence of Section 5.15.

Capital Expenditures: for any period, with respect to any Person, the aggregate of all expenditures by such Person and its Subsidiaries during such period which are required to be capitalized under GAAP on a balance sheet of such Person, utilizing the "full cost" method of accounting; provided that, in any event, "Capital Expenditures" shall exclude: (i) expenditures for leasehold improvements for which such Person is reimbursed in cash or receives a credit; and (ii) capital expenditures to the extent they are made with the cash and Cash Equivalent proceeds of equity contributions.

Capital Lease: any lease of a Person with respect to (or other arrangement conveying to a Person the right to use) any Property or a combination thereof, the obligations under which are required to be classified and accounted for as a capital lease on a balance sheet of such Person under GAAP.

Capital Lease Obligations: with respect to any Person, the obligations of such Person to pay rent or other amounts under any Capital Lease and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

Capital Stock: any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent membership, partnership or other ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

Carbon MIPSA: the Membership Interest Purchase and Sale Agreement dated April 7, 2020, by and among Carbon Energy Corporation and Nytis Exploration (USA) Inc. as Sellers, DGOC as Purchaser, and the other parties thereto, as the same may be amended in compliance with the terms of this Agreement.

Cash Equivalents: (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition; (b) certificates of deposit, time deposits, Eurodollar time deposits or overnight bank deposits having maturities of six months or less from the date of acquisition issued by Lender or by any commercial bank organized under the laws of the United States of America or any state thereof having combined capital and surplus of not less than $500,000,000; (c) commercial paper of an issuer rated at least A-2 by S&P or P-2 by Moody's, or carrying an equivalent rating by a nationally recognized statistical rating organization, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within six months from the date of acquisition; (d) repurchase obligations of Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than 30 days with respect to securities issued or fully guaranteed or insured by the United States government; (e) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory, the securities of which state, commonwealth, territory, political subdivision or taxing authority (as the case may be) are rated at least A by S&P or A by Moody's; (f) securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by Lender or any commercial bank satisfying the requirements of clause (b) of this definition; and (g) shares of money market mutual or similar funds which invest exclusively in assets satisfying the requirements of clauses (a) through (f) of this definition.

Casualty Recovery Event: any settlement of or payment in respect of any property or casualty insurance claim or any condemnation proceeding (or proceeding in lieu thereof) relating to any asset of Borrower.

Change in Law: the occurrence after the date of this Agreement of (a) the adoption of or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the interpretation or application thereof by any Governmental Authority or (c) compliance by Lender (or, for purposes of Section 2.10(b), by any lending office of such Lender or by such Lender's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) 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 be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

Change of Control: the occurrence of any of the following events: (a) the Pledgor shall cease to have the power to vote or direct the voting of securities having a majority of the ordinary voting power for the election of directors (or Persons performing similar functions) of Borrower (determined on a fully diluted basis); (b) the Pledgor shall cease to own of record and beneficially 90% of the membership interests of Borrower; or (c) Borrower shall cease to own and control, of record and beneficially, directly or indirectly, 100% of each class of outstanding Capital Stock of each Subsidiary of Borrower, if any, except as otherwise permitted by Sections 6.4 or 6.5.

Closing Date: the date on which the conditions precedent set forth in Section 4.1 shall have been satisfied.

Code: the Internal Revenue Code of 1986, as amended from time to time, the regulations thereunder and publicly available interpretations thereof.

Collateral: all Property and interests in Property and any proceeds thereof of the Loan Parties, now owned or hereafter acquired, upon which a Lien is intended to be granted pursuant to any Security Document.

Commitment: the commitment of Lender to make Loans as set forth on Schedule 2.1. The aggregate amount of the Commitment of Lender as of the Closing Date is $160,000,000.

Compliance Certificate: a certificate duly executed by a Responsible Officer, substantially in the form of Exhibit B.

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.

Constituent Documents: with respect to any Person, (a) the articles or certificate of incorporation, certificate of formation or partnership, articles of organization, limited liability company agreement or agreement of limited partnership (or the equivalent organizational documents) of such Person, (b) the by-laws (or the equivalent governing documents) of such Person and (c) any document setting forth the manner of election and duties of the directors or managing members of such Person (if any) and the designation, amount or relative rights, limitations and preferences of any class or series of such Person's Capital Stock.

Contingent Obligation: of a Person, any agreement, undertaking or arrangement by which such Person assumes, guarantees, endorses, contingently agrees to purchase or provide funds for the payment of, or otherwise becomes or is contingently liable upon, the obligation or liability of any other Person, or agrees to maintain the net worth or working capital or other financial condition of any other Person, or otherwise assures any creditor of such other Person against loss, including any comfort letter, operating agreement, take or pay contract or the obligations of any such Person as general partner of a partnership with respect to the liabilities of the partnership.

Contractual Obligation: with respect to any Person, any term, condition or provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its Property is bound.

Control Account: as defined in the Depositary Agreement.

Cumulative Net Production Report: a report, in form and substance reasonably satisfactory to Lender, setting forth a cumulative statement of gross and net production and sales proceeds of all Hydrocarbons produced from the Oil and Gas Properties, by category of production (natural gas, oil and natural gas liquids) for the period commencing on the Closing Date through and including the end of the applicable reporting month.

Debt Service Reserve Required Amount: means, as of any date of determination, the aggregate amount of Scheduled Debt Service Payment Amounts during the period from such date of determination through (and including) the next three Monthly Required Payment Dates immediately following such date of determination.

Default: any of the events specified in Article VII, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

Default Rate: as defined in Section 2.8(b).

Defensible Title: good and indefeasible title, free and clear of all Liens other than Permitted Liens.

Depositary Agreement: means that certain Depositary Agreement among Borrower, Lender and UMB Bank, N.A., substantially in the form of Exhibit C, entered into on the date hereof and as the same may be amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time.

DGOC: means Diversified Gas & Oil Corporation, a Delaware corporation.

DGOC Reorg Parties: collectively, DGOC, the Services Provider and Diversified Midstream LLC.

Discounted PV: with respect to any Proved Reserves, the aggregate net present value of such Oil and Gas Properties calculated before income taxes, but after reduction for royalties, severance and ad valorem taxes, Permitted Capital Expenditures and Asset Retirement Obligation costs; with no escalation of Permitted Capital Expenditures or Asset Retirement Obligation costs; discounted at the Applicable Rate; using assumptions regarding future prices of Hydrocarbon sales based on Hedged Prices and Hedged Volumes, and the Reserve Report Price Deck on all unhedged volumes, adjusted for (i) basis differentials, (ii) Btu and quality adjustments and (iii) GTM Costs. The Discounted PV shall be calculated and included as part of each Reserve Report, and such Discounted PV shall remain in effect until the delivery of the next Reserve Report to be delivered; provided, that if any Proved Reserves are affected by a Casualty Recovery Event occurring subsequent to the most recent Reserve Report, the current calculation of Discounted PV must take into account the occurrence of such event and the effect of same in the aggregate net present value of the affected Oil and Gas Properties.

Disposition: with respect to any Property, any sale, lease, Sale and Leaseback Transaction, assignment, farm-out, exchange, conveyance, transfer, Casualty Recovery Event or other disposition (including by way of a merger or consolidation) of such Property or any interest therein (excluding the creation of any Permitted Lien on such Property but including the sale or factoring at maturity or collection of any accounts or permitting or suffering any other Person to acquire any interest (other than a Permitted Lien) in such Property) and including any (x) disposition of Property to a Divided LLC pursuant to a LLC Division under Delaware law, (y) any unwind, termination, close-out, novation, transfer or assignment of any Hedging Agreement and (z) any sale to the Services Provider of an Oil and Gas Property pursuant to Section 4.10(c)(ii) of the Reorganization Agreement or the entering into any agreement to do any of the foregoing; and the terms "***Dispose***" and "***Disposed of***" shall have correlative meanings.

Disqualified Stock: as to any Person, any Capital Stock of such Person that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or otherwise (including upon the occurrence of an event) requires the payment of dividends (other than dividends payable solely in Capital Stock which does not otherwise constitute Disqualified Stock) or matures or is required to be redeemed (pursuant to any sinking fund obligation or otherwise) or is convertible into or exchangeable for Indebtedness or is redeemable at the option of the holder thereof, in whole or in part, at any time on or prior to the date six months after the Maturity Date.

Distributable Cash Balance: as of any Monthly Required Payment Date, an aggregate amount equal to the difference, if positive, between (a) the aggregate amount on deposit in the Control Account as of such Monthly Required Payment Date after giving effect to the transfers pursuant to clauses (a) through (c) of Section 2.15 (net of any unpaid accruals as of such date due and payable on the next succeeding Monthly Required Payment Date), minus (b) the sum of (1) the Debt Service Reserve Required Amount plus (2) the cash or value of the Cash Equivalents collateral for any letter of credit issued for the account of Borrower pursuant to Section 6.2(f).

Divided LLC: means any limited liability company which has been formed upon the consummation of a LLC Division.

Dollar-Denominated Production Payments: production payment obligations recorded as liabilities in accordance with GAAP, together with all undertakings and obligations in connection therewith.

Dollars and ***$***: lawful currency of the United States of America.

EEA Financial Institution: means (a) any institution 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 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.

Environmental Laws: any and all applicable laws, rules, orders, regulations, statutes, ordinances, codes, decrees or other legally enforceable requirements (including common law) of any Governmental Authority regulating, relating to or imposing liability or standards of conduct concerning pollution, protection of the environment, natural resources or of human health, or employee health and safety, as has been, is now, or may at any time hereafter be, in effect, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 *et seq.*, the Oil Pollution Act of 1990, 33 U.S.C. § 2701 *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*, and the regulations promulgated pursuant thereto, and all analogous state or local statutes and regulations**.**

Environmental Permits: any and all permits, licenses, approvals, registrations, notifications, exemptions and other authorizations required or obtained under any Environmental Law.

EQT PSA: the Purchase and Sale Agreement dated as of May 11, 2020 between EQT Production Company, as Seller, and DGOC, as Buyer, as the same may be amended in compliance with the terms of this Agreement.

ERISA: as defined in Section 3.15.

ERISA Plan: as defined in Section 3.15.

Event of Default: any of the events specified in Article VII; provided that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

Excess Proceeds: as defined in Section 2.7(b).

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.

Excluded Taxes: means any of the following Taxes imposed on or with respect to Lender or required to be withheld or deducted from a payment to Lender, (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 Lender being organized under the laws of, or having its principal office or its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) U.S. Federal withholding Taxes imposed on amounts payable to or for the account of Lender with respect to an applicable interest on a Loan or Commitment pursuant to a law in effect on the date on which (i) Lender acquires such interest in the Loan or Commitment or (ii) Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.11, amounts with respect to such Taxes were payable either to Lender's assignor immediately before Lender acquired the applicable interest in a Loan or Commitment or to Lender immediately before it changed its lending office, (c) Taxes attributable to Lender's failure to comply with Section 2.11(f) and (d) any U.S. Federal withholding Taxes imposed under FATCA.

Fair Market Value: the value that would be paid by a willing third-party buyer to an unaffiliated willing seller on an arms-length basis in a transaction not involving distress or necessity of either party.

FATCA: 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 agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

Flood Laws: (a) the National Flood Insurance Act of 1994 (which comprehensively revised the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973) as now or hereafter in effect or any successor statute thereto, (b) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto, (c) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto, and (d) all other applicable Requirements of Law relating to policies and procedures that address requirements placed on federally regulated lenders relating to flood matters, in each case, as now or hereafter in effect or any successor statute thereto.

GAAP: generally accepted accounting principles in the United States of America or international financial reporting standards as adopted by the European Union, as in effect from time to time, applied in a manner consistent with that used in preparation of the Pro Forma Balance Sheet.

Gas Imbalance: (a) a sale or utilization by Borrower or any of its Subsidiaries 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 of its Subsidiaries 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 of its Subsidiaries that is larger or smaller than the volume of natural gas such gathering system redelivers for the account of Borrower or any of its Subsidiaries, as applicable.

Governmental Authority: the government of the United States of America, any other nation or 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.

GTM Costs: all costs incurred by or on behalf of Borrower in connection with the gathering, transporting, treating and marketing of its Hydrocarbons, but excluding such costs to the extent reflected and accounted for in Borrower's lease operating statements prepared by the Services Provider under the Management Services Agreement.

Guarantee Obligation: as to any Person (the "***guaranteeing person***"), any obligation of (a) the guaranteeing person or (b) another Person (including any bank under any letter of credit), if to induce the creation of such obligation of such other Person, the guaranteeing person has issued a reimbursement, counterindemnity or similar obligation, in either case guaranteeing or in effect guaranteeing any Indebtedness, leases, dividends or other obligations (the " ***primary obligations***") of any other third Person (the "***primary obligor***") in any manner, whether directly or indirectly, including any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any Property constituting direct or indirect security therefor, (ii) to advance or supply funds (x) for the purchase or payment of any such primary obligation or (y) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase Property, securities or services, in each case, primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (A) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (B) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by Borrower in good faith.

Hedge Termination Value: in respect of any Hedging Agreement, upon the termination of any Hedging Agreement, the termination payments that are received by Borrower, determined in accordance therewith, and upon any novation, assignment or transfer of any Hedging Agreement, the amount that is received by Borrower in connection with such novation, assignment or transfer.

Hedged Prices and Hedged Volumes: prices and volumes, as the case may be, of Hydrocarbons subject to a Hedging Agreement permitted by Section 6.16.

Hedging Agreement: with respect to any Person, any agreement or arrangement, or any combination thereof, (a) consisting of interest rate or currency swaps, caps or collar agreements, foreign exchange agreements or similar arrangements entered into by such Person providing for protection against fluctuations in interest rates, currency exchange rates or the exchange of nominal interest obligations, either generally or under specific contingencies or (b) consisting of financially settled commodity swaps, caps, collar agreements or similar arrangements, relating to oil and gas or other Hydrocarbon prices, transportation or basis costs or differentials or other similar financial factors, that are customary in the oil and gas business and entered into by such Person in the ordinary course of its business for the purpose of limiting or managing risks associated with fluctuations in such prices, costs, differentials or similar factors. For avoidance of doubt, Hedging Agreement shall (x) include any ISDA Master Agreement (or other similar master agreement) that governs the specific transactions that constitute a Hedging Agreement and (y) exclude any such agreement or arrangement or any combination thereto that is intended to be physically settled in whole or in part.

Highest Lawful Rate: with respect to Lender, the maximum nonusurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the Loans or on other Indebtedness under laws applicable to Lender which are presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum nonusurious interest rate than applicable laws allow as of the date hereof.

Hydrocarbon Interests: all presently existing or after-acquired rights, titles and interests in and to oil and gas leases, oil, gas and mineral leases, other Hydrocarbon leases, mineral interests, mineral servitudes, overriding royalty interests, royalty interests, net profits interests, Production Payment interests and other similar interests. Unless otherwise qualified, all references to a Hydrocarbon Interest or Hydrocarbon Interests in this Agreement shall refer to a Hydrocarbon Interest or Hydrocarbon Interests of Borrower or its Subsidiaries.

Hydrocarbons: collectively, oil, gas, casinghead gas, drip gasoline, natural gasoline, distillate and all other liquid or gaseous Hydrocarbons and related minerals and all products therefrom, in each case whether in a natural or a processed state.

Indebtedness: of any Person at any date, without duplication (a) all obligations of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of Property or services, (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to Property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such Property), (e) all Capital Lease Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under acceptance, letter of credit or similar facilities, (g) all Disqualified Stock of such Person, (h) all obligations of such Person relating to any Production Payment or in respect of production imbalances (but excluding production imbalances arising in the ordinary course of business), (i) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (h) above; (j) all obligations of the kind referred to in clauses (a) through (i) above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on Property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation; and (k) all obligations (netted, to the extent provided for therein) of such Person in respect of Hedging Agreements (including obligations and liabilities arising in connection with or as a result of early or premature termination of a Hedging Agreement, whether or not occurring as a result of a default thereunder). The Indebtedness of a Person shall include the Indebtedness of any other Person (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not liable therefor.

Indemnified Liabilities: as defined in Section 9.6(a).

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

Indemnitee: as defined in Section 9.6(a).

Independent Accountants: PricewaterhouseCoopers or such other independent certified public accountants reasonably acceptable to Lender.

Initial Hedging: as defined in Section 5.11.

Intellectual Property: the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, state, multinational or foreign laws or otherwise, including copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses, service-marks, technology, know-how and processes, licenses or rights to use databases, geological data, geophysical data, engineering data, seismic data, maps, interpretations and other technical information, formulas, trade secrets and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

Investment: for any Person (a) the acquisition (whether for cash, Property of such Person, services or securities or otherwise) of Capital Stock, bonds, notes, debentures, debt securities, partnership or other ownership interests or other securities of, or any Property constituting an ongoing business of, or the making of any capital contribution to, any other Person or any agreement to make any such acquisition or capital contribution, (b) the making of any deposit with, or advance, loan or other extension of credit to, any other Person (including the purchase of Property from another Person subject to an understanding or agreement, contingent or otherwise, to resell such Property to such Person, but excluding any such advance, loan or extension of credit having a term not exceeding 90 days representing the purchase price of inventory or supplies sold in the ordinary course of business), (c) the entering into of any Guarantee Obligation, or other Contingent Obligation, and (d) any other Investment that would be classified as such on a balance sheet of such Person in accordance with GAAP.

Knowledge: the actual knowledge of a Responsible Officer of Borrower (following reasonable inquiry of direct reports).

Lender: as defined in the preamble hereto.

Lien: any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever intended to assure payment or performance of any Indebtedness or other obligation (including any conditional sale or other title retention agreement, the interest of a lessor under a Capital Lease, any financing lease having substantially the same economic effect as any of the foregoing and the filing of any financing statement under the UCC or comparable law of any jurisdiction naming the owner of the asset to which such Lien relates as debtor).

LLC Division: means the statutory division of any limited liability company into two or more limited liability companies pursuant to Section 18-217 of the Delaware Limited Liability Company Act or 15 Pennsylvania Consolidated Statutes §361.

Loan: as defined in Section 2.1(a).

Loan Documents: this Agreement, the Security Documents, the Notes, the Management Services Agreement, the Reorganization Agreement and each certificate, agreement, instrument, waiver, consent or document executed by a Loan Party and delivered to Lender or any Affiliate thereof, in connection with or pursuant to any of the foregoing.

Loan Party or ***Loan Parties***: Pledgor, Borrower and each Subsidiary of Borrower.

Management Services Agreement: that certain Management Services Agreement between Borrower and Services Provider dated as of the date hereof.

Material Adverse Effect: a material adverse effect on any of (a) the business, assets, property or condition (financial or otherwise) the Loan Parties taken as a whole, (b) the legality, validity or enforceability of any provision of any Loan Document or the rights and remedies of the Secured Parties thereunder, (c) the perfection or priority of the Liens granted pursuant to the Security Documents or (d) the ability of any Loan Party to timely perform any of its material obligations under any of the Loan Documents to which it is a party.

Material Contract: as defined in Section 3.31.

Material Environmental Amount: an amount or amounts payable or reasonably likely to become payable by Borrower or any of its Subsidiaries, in the aggregate in excess of $3,500,000 for costs to comply with or any liability under any Environmental Law, failure to obtain or comply with any Environmental Permit, costs of any investigation, and any remediation, of any Material of Environmental Concern, and any other cost or liability, including compensatory damages (including damages to natural resources), punitive damages, fines, and penalties pursuant to any Environmental Law.

Materials of Environmental Concern: any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products, polychlorinated biphenyls, natural gas or natural gas products, mercury, hydrogen sulfide, drilling fluids, produced water, asbestos, pollutants, contaminants, radioactivity, and any other substances or forces of any kind, whether or not any such substance or force is defined as hazardous or toxic under any Environmental Law, that is regulated pursuant to or could give rise to liability under any Environmental Law.

Maturity Date: as defined in Section 2.3.

MMbtu: one million Btu.

Monthly Operating Report: a report, in form and substance reasonably satisfactory to Lender, setting forth (a) a statement of gross and net production and sales proceeds of all Hydrocarbons produced from the Oil and Gas Properties, by category of production (natural gas, oil and natural gas liquids), (b) actual lease operating expenses on an aggregate basis, (c) actual realized basis for the sale of Hydrocarbons produced from the Oil and Gas Properties with respect to the NYMEX/CS Contract Price and the NYMEX/NG Contract Price, (d) any material unscheduled maintenance, shut-in or other adverse operational issue affecting any well drilled on the Oil and Gas Properties (or affecting any infrastructure servicing any such well), (e) actual ARO costs incurred for the ARO activities during the relevant month, (f) a description of the material terms of any contract entered into during the month covered by the report which, if in existence at the Closing Date, would have been required to have been disclosed on Schedule 3.27 or Schedule 3.31 and (h) together with such other information as Lender may reasonably request.

Monthly Required Payment Date: (a) commencing on June 30, 2020 and thereafter, the last Business Day of each month and (b) the Maturity Date.

Moody's: Moody's Investors Service, Inc., or its successor.

Mortgage: each of the mortgages and deeds of trust made by Borrower in favor of, or for the benefit of, Lender for the benefit of the Secured Parties, substantially in the form of Exhibit G (with such changes thereto as shall be advisable under the law of the jurisdiction in which such mortgage or deed of trust is to be recorded) and in form and substance reasonably acceptable to Lender.

Mortgaged Properties: the Oil and Gas Properties listed on Schedule 1.1(a), together with any additional Oil and Gas Properties which Borrower or any Subsidiary may hereafter acquire, in each case as to which Lender for the benefit of the Secured Parties shall be granted a Lien pursuant to one or more Mortgages.

MRTL: Munich Re Trading LLC, an Affiliate of Lender.

MRTL Default Payment: any termination amounts payable by MRTL to Borrower under Section 6(e) of any Qualified Hedging Agreement entered into between MRTL and Borrower, with respect to which MRTL is a "Defaulting Party" or "Affected Party" (each as defined in such Qualified Hedging Agreement) and which termination amounts are not paid when due under Section 6(d)(ii) of such Qualified Hedging Agreement.

Net Cash Proceeds: (a) in connection with any Disposition, the proceeds thereof in the form of cash and Cash Equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received) of such Disposition, net of (i) amounts required to be applied to the repayment of Indebtedness secured by a Lien expressly permitted hereunder on any asset that is the subject of such Disposition (other than any Lien pursuant to a Security Document), (ii) attorneys' fees, accountants' fees, investment bank fees and other reasonable and customary fees and expenses actually incurred in connection therewith and (iii) taxes paid or reasonably estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements); and (b) in connection with any incurrence of Indebtedness for borrowed money, the cash proceeds received from such incurrence, net of attorneys' fees, accountants' fees, investment bank fees, underwriting discounts and commissions and other reasonable and customary fees and expenses actually incurred in connection therewith; provided that in the case of each of clauses (a)(i), (a)(ii), (a)(iii) and (b), evidence of such costs and payments is provided to Lender in form and substance reasonably satisfactory to it.

Notes: as defined in Section 2.4(e).

NYMEX/CS Contract Price: the closing price (expressed in $/bbl) for the applicable production month of the NYMEX CS Crude Oil Futures Contract (available at http://www.cmegroup.com/trading/energy/crude-oil/ west-texas-intermediate -wti-crude-oil-calendar-swap-futures_contract_specifications.html).

NYMEX/NG Contract Price: the closing price (expressed in $/MMBtu but assumed for purposes of this definition to be the equivalent of $/Mcf) for the applicable production month of the NYMEX NG Futures Contract (available at http://www.cmegroup.com/trading/energy /natural-gas/natural-gas_contract_specifications.html).

Obligations: the unpaid principal of and interest on (including, interest accruing after the maturity of the Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Loan Party, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans and all other obligations and liabilities (including ordinary course periodic payments and termination payments) of any Loan Party to Lender or any Qualified Counterparty party to a Qualified Hedging Agreement, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, any other Loan Document, any Qualified Hedging Agreement or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, fees, reimbursement obligations, indemnities, costs, expenses (including, all fees, charges and disbursements of counsel to Lender that are required to be paid by any Loan Party pursuant hereto) or otherwise.

Oil and Gas Properties: Hydrocarbon Interests; the properties now or hereafter pooled or unitized with Hydrocarbon Interests; all presently existing or future unitization, pooling agreements and declarations of pooled units and the units created thereby (including all units created under orders, regulations and rules of any Governmental Authority having jurisdiction) which may affect all or any portion of the Hydrocarbon Interests; all operating agreements, contracts and other agreements which relate to any of the Hydrocarbon Interests or the production, sale, purchase, exchange or processing of Hydrocarbons from or attributable to such Hydrocarbon Interests; all Hydrocarbons in and under and which may be produced and saved or attributable to the Hydrocarbon Interests, the lands covered thereby and all oil in tanks and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests; all tenements, hereditaments, appurtenances and properties in anywise appertaining, belonging, affixed or incidental to the Hydrocarbon Interests, properties, rights, titles, interests and estates described or referred to above, including any and all Property, real or personal, now owned or hereafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or Property (excluding drilling rigs, automotive equipment or other personal property which may be on such premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells and gas wells, all personal property, fixtures and improvements used in connection with any of the oil wells and gas wells that are located on the well site associated with any of the wells, including (i) all wellheads, casing, tubing, pumps, motors, gauges, valves, heaters and treaters and (ii) all meters, separators, heater-treaters, vapor recovery units, and any other associated equipment located on any such well site, together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing. Unless otherwise qualified, all references to an Oil and Gas Property or to Oil and Gas Properties in this Agreement shall refer to an Oil and Gas Property or Oil and Gas Properties of Borrower or its Subsidiaries.

Other Connection Taxes: with respect to any Lender, Taxes imposed as a result of a present or former connection between Lender and the jurisdiction imposing such Tax (other than connections arising from Lender 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 Loan or Loan Document).

Other Taxes: any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to any assignment.

Patriot Act: as defined in Section 9.20.

Payment in Full: the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder and all other amounts payable under the Loan Documents (other than indemnities and other Contingent Obligations not then due and payable and as to which no claim has been made) shall have been paid in full in cash.

Payment Office: the office specified from time to time by Lender as its payment office by notice to Borrower.

Permits: the collective reference to (a) Environmental Permits, and (b) any and all other franchises, licenses, leases, permits, approvals, consents, notifications, certifications, registrations, authorizations, exemptions, variances, qualifications, easements and rights of way of any Governmental Authority or third party.

Permitted Asset Swap: the Disposition of Oil and Gas Properties made by a Loan Party in exchange for other Oil and Gas Properties so long as the Fair Market Value of the Oil and Gas Properties to be Disposed of are substantially equivalent to the Fair Market Value of the received Oil and Gas Properties (in any case, as reasonably determined by the Board of Directors or the equivalent governing body of Borrower, or its designee, and, if requested by the Administrative Agent, Borrower shall deliver a certificate of a Responsible Officer of Borrower certifying to that effect).

Permitted Capital Expenditures: as defined in Section 6.7.

Permitted Indebtedness: as defined in Section 6.2.

Permitted Liens: the collective reference to, (a) in the case of Collateral consisting of Pledged Capital Stock, (i) Liens created under the Pledge Agreement and (ii) non-consensual Liens permitted by Section 6.3 to the extent arising by operation of law, and (b) in the case of Borrower's Property, Liens permitted by Section 6.3.

Person: an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

Petroleum Engineers: Netherland Sewell & Associates Inc., Wright & Company, Inc. or such other petroleum engineers of recognized national standing as may be selected by Borrower with the prior consent of Lender (not to be unreasonably withheld, conditioned or delayed).

Pledge Agreement: the Pledge Agreement to be executed and delivered by Pledgor and Lender, substantially in the form of Exhibit E, as the same may be amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time.

Pledged Capital Stock: "Pledged Capital Stock" as defined in the Security Agreement and "Pledged Collateral" as defined in the Pledge Agreement, as applicable.

Pledgor: DP Bluegrass Holdings LLC (f/k/a DGOC Holdings Sub I LLC), a Delaware limited liability company.

Prepayment Date: with respect to any prepayment pursuant to Sections 2.6 or 2.7, the date of such prepayment.

Production Payments: collectively, Dollar-Denominated Production Payments and Volumetric Production Payments.

Pro Forma Balance Sheet: as defined in Section 3.1(a).

Projected Oil and Gas Production: the projected production of oil or gas (measured by volume unit or Btu equivalent, not sales price) from Oil and Gas Properties and interests owned by Borrower and its Subsidiaries which have attributable to them Proved Reserves, as such production is projected in the most recent Reserve Report delivered pursuant to this Agreement, after deducting projected production from any Oil and Gas Properties or Hydrocarbon Interests sold or under contract for sale that had been included in such report and after adding projected production from any Oil and Gas Properties or Hydrocarbon Interests that had not been reflected in such report but that are reflected in a separate or supplemental report meeting the requirements of Section 5.2(c) and otherwise are satisfactory to Lender.

Property: any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible. Unless otherwise qualified, all references to Property in this Agreement shall refer to a Property or Properties of Borrower or its Subsidiaries.

Proved Developed Producing Reserves: those Oil and Gas Properties designated as proved developed producing (in accordance with the Definitions for Oil and Gas Reserves approved by the Board of Directors of the Society of Petroleum Engineers, Inc. from time to time) in the Reserve Report most recently delivered to Lender pursuant to this Agreement.

Proved Reserves: those Oil and Gas Properties designated as proved (in accordance with the Definitions for Oil and Gas Reserves approved by the Board of Directors of the Society of Petroleum Engineers, Inc. from time to time) in the Reserve Report most recently delivered to Lender pursuant to this Agreement.

PV10 Value: with respect to any Proved Reserves, the aggregate net present value of such Oil and Gas Properties calculated as prescribed in the definition of Discounted PV, except using a discount rate of 10% in lieu of the discount rate set forth in such definition.

Qualified Counterparty: any Person (a) who, at the time of entering into a Qualified Hedging Agreement (and any trades, transactions or confirmations thereunder) (i) is a Lender or an Affiliate of a Lender or (ii) is a Person engaged in the business of entering into Hedging Agreements for commodity, interest rate or currency risk that has, at the time Borrower enters into a Hedging Agreement with such Person, a long term senior unsecured debt credit rating of BBB+ or better from S&P or Baa1 or better from Moody's (or whose obligations under such Qualified Hedging Agreement are guaranteed in full by a Person with at least such credit ratings or whose obligations are supported in full with a letter of credit issued by a Person with at least such ratings, in each case, in accordance with the credit policies of Borrower that have been approved by Lender); provided, however, such Person shall have entered into an intercreditor agreement in form and substance reasonably acceptable to Lender and any other affected Qualified Counterparty or (b) any other counterparty with a credit quality reasonably acceptable to Lender, Lender acknowledging and agreeing that each of Royal Bank of Canada, CIBC Bank USA, Huntington National Bank, Citizens Bank, N.A., DNB Bank ASA, Keybank National Association, ING Bank N.V. have credit quality reasonably acceptable to Lender as of the date hereof; provided, however, such counterparty shall have entered into an intercreditor agreement in form and substance reasonably acceptable to Lender and any other affected Qualified Counterparty.

Qualified Hedging Agreement: any Hedging Agreement entered into by Borrower and any Qualified Counterparty.

Real Property: the surface, subsurface and mineral rights and interests owned, leased or otherwise held by any Loan Party or its Subsidiaries.

Register: as defined in Section 2.4(c).

Reorganization: the transactions contemplated by the Reorganization Agreement, including: (i) the indirect acquisition of Borrower by DGOC through the purchase of all of the outstanding Capital Stock in Nytis Exploration Company, LLC ("NEC"), and Carbon Appalachian Company, LLC ("CAC"), (ii) the vesting of title in Oil and Gas Properties held by NEC and CAC and their subsidiaries in Borrower through mergers, (iii) the acquisition by Borrower of Oil and Gas Properties from EQT Production Company pursuant to the EQT PSA; and (iv) the allocation of liabilities between Borrower, on the one hand, and DGOC and its Subsidiaries (excluding Borrower) on the other insofar as related to Borrower's Oil and Gas Properties and other Property, giving effect to the Reorganization.

Reorganization Agreement: that certain Reorganization Agreement dated as of the Closing Date by and among DGOC, Borrower, Nytis Exploration Company LLC, Knox Energy, LLC, Carbon Appalachia Enterprises, LLC (f/k/a Carbon Tennessee Company, LLC), Carbon Tennessee Mining Company, LLC, DGOC Holdings Sub II LLC, Diversified Production LLC and Diversified Midstream LLC.

Requirement of Law: as to any Person, the Constituent Documents of such Person, and any law, ordinance, policy, manual provision, guidance, principle of common law, statute, rule or regulation, or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its assets or to which such Person or any of its assets is subject including the Securities Act, the Exchange Act, Regulations T, U and X of the Federal Reserve Board, ERISA, the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act, Americans with Disabilities Act of 1990, the Social Security Act, any Environmental Law, and any certificate of occupancy, zoning ordinance, building, environmental or land use requirement or Permit or environmental, labor, employment, occupational safety or health law, rule or regulation (including those applicable to the disposal of medical waste).

Reserve Report: a report prepared by the Petroleum Engineers or petroleum engineers who are employees of the Loan Parties, regarding the Proved Reserves attributable to the Oil and Gas Properties of Borrower, in compliance with Sections 5.2(c) and 5.2(d), as applicable. Each Reserve Report shall set forth volumes, projections of the future rate of production, Hydrocarbon prices (which shall be based upon the Reserve Report Price Deck), net proceeds of production, operating expenses and Capital Expenditures and Discounted PV, in each case based upon updated economic assumptions reasonably acceptable to Lender.

Reserve Report Price Deck: as at any date of measurement, (a) for crude oil, ninety-five percent (95.0%) of the applicable NYMEX/CS Contract Price and (b) for natural gas, ninety-five percent (95.0%) of the applicable NYMEX/NG Contract Price.

Responsible Officer: as to any Loan Party, the chief executive officer, president or chief financial officer of such Loan Party (or, if such Loan Party has no officers, any Authorized Person of such Loan Party), but in any event, with respect to financial matters, the chief financial officer of such Loan Party (or, if such Loan Party has no officers, such other Authorized Person who has responsibility for reviewing, and is familiar with, the financial condition of such Loan Party). Unless otherwise qualified, all references to a "Responsible Officer" shall refer to a Responsible Officer of Borrower.

Restricted Payments: as defined in Section 6.6.

S&P: Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., or its successor.

Sale and Leaseback Transaction: any sale or other transfer of Property by any Person with the intent of such Person or an Affiliate thereof to lease such Property as a lessee.

Sanctioned Country: at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, Cuba, Iran, North Korea, Sudan, Syria and Crimea).

Sanctioned Person: at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or by the United Nations Security Council, the European Union, any European Union member state, Her Majesty's Treasury of the United Kingdom, or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

Sanctions: all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state, Her Majesty's Treasury of the United Kingdom, or other relevant sanctions authority.

Scheduled Debt Service Payment Amount: as of any Monthly Required Payment Date, the amount of principal and interest on the Loans set forth on Schedule 1.1(b) opposite such date (as such Schedule 1.1(b) may be amended upon a prepayment of the Loans pursuant to Section 2.6 or Section 2.7, as determined by Lender in its reasonable discretion following consultation with Borrower).

SEC: the Securities and Exchange Commission (or successor thereto or an analogous Governmental Authority).

Secured Parties: collectively, Lender and any Qualified Counterparty.

Securities Act: the Securities Act of 1933, as amended.

Security Agreement: the Security Agreement to be executed and delivered by Borrower and Lender, substantially in the form of Exhibit F, as the same may be amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time.

Security Documents: the collective reference to the Security Agreement, the Pledge Agreement, the Mortgages, the Depositary Agreement, each Access Agreement, and all other security documents hereafter delivered to Lender granting a Lien on any Property of any Person to secure any of the Obligations.

Security Termination: Payment in Full and the expiration or termination of all Qualified Hedging Agreements and payment in full of all obligations owing by any Loan Party thereunder (other than Qualified Hedging Agreements as to which arrangements satisfactory to the applicable Qualified Counterparty shall have been made).

Services Provider: Diversified Production LLC, a Pennsylvania limited liability company.

Services Provider Change of Control: a "Change of Control" as defined in the Management Services Agreement.

Services Provider Credit Event: a "Credit Event" as defined in the Management Services Agreement.

Solvent: with respect to any Loan Party, as of any date of determination, (a) the amount of the "present fair saleable value" of the assets of such Person will, as of such date, exceed the amount of all "liabilities of such Person, contingent or otherwise", as of such date, as such quoted terms are determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors, (b) the present fair saleable value of the assets of such Person will, as of such date, be greater than the amount that will be required to pay the liability of such Person on its debts as such debts become absolute and matured, (c) such Person will not have, as of such date, an unreasonably small amount of capital with which to conduct its business, (d) such Person will be able to pay its debts as they mature and (e) such Person is not insolvent within the meaning of any applicable Requirement of Law. For purposes of this definition, (i) "***debt***" means liability on a "claim", and (ii) "***claim***" means any (x) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (y) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured or unmatured, disputed, undisputed, secured or unsecured.

Solvency Certificate: a solvency certificate and analysis by the chief financial officer of Borrower substantially in the form of Exhibit D.

Specified Assets: means (i) any wells, properties, equipment, facilities or other interests which are drilled or developed by Borrower or any of its Subsidiaries after the Closing Date and funded solely by additional equity contributions from DGOC; (ii) any undeveloped land, leases or minerals, farmed out, leased, subleased, joint ventured, or otherwise agreed to be developed by DGOC; (iii) any midstream assets, equipment, or facilities downstream of a wellpad; and (iv) the leases and wells specified on Schedule 1.1(c).

Subsidiary: as to any Person, a corporation, partnership, limited liability company or other entity of which shares of Capital Stock having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers (or Persons performing similar functions) of such corporation, partnership, limited liability company or other entity are at the time owned, or the management of which is otherwise controlled, in each case, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "***Subsidiary***" or to "***Subsidiaries***" in this Agreement shall refer to a Subsidiary or Subsidiaries of Borrower.

Taxes: all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), value added taxes, or any other goods and services, use or sales taxes, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

UCC: the Uniform Commercial Code, as in effect from time to time in the State of Texas or other applicable jurisdiction.

Volumetric Production Payment: production payment obligations recorded as deferred revenue in accordance with GAAP, together with all undertakings and obligations in connection therewith.

Warm Trigger Event: shall be deemed to have occurred if, as of any Monthly Required Payment Date, the total deposits of Business Proceeds made by or on behalf of Borrower into the Control Account during the three-month period ending on the immediately preceding Monthly Required Payment Date are less than 125% of the aggregate amount of total distributions from the Control Account during such period which were required pursuant to Section 2.15(c).

Withholding Agent: means any Loan Party and Lender.

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.

1.2 Other Definitional Provisions.

(a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, accounting terms relating to Borrower and its Subsidiaries not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP.

(c) The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(e) References in this Agreement to any statute shall be to such statute as amended or modified and in effect at the time any such reference is operative.

(f) The term "including" when used in any Loan Document means "including without limitation" except when used in the computation of time periods.

(g) The term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or".

(h) The terms "Lender" include their respective successors.

(i) The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, Capital Stock, securities (as such term is defined in the Securities Act), revenues, accounts, leasehold interests and contract rights.

1.3 Computation of Time Periods. In this Agreement, in 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 mean "to but excluding" and the word "through" means "to and including."

1.4 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under applicable law: (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 been 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 and acquired on the first date of its existence by the holders of its equity interests at such time.

ARTICLE II
AMOUNT AND TERMS OF COMMITMENTS

2.1 Loan Commitments.

(a) Subject to the terms and conditions hereof, Lender agrees to make aggregate term loans to Borrower, on the Closing Date, requested by Borrower pursuant to Section 2.2 in an aggregate principal amount equal to Lender's Commitment (the "***Loans***").

(b) Once borrowed or repaid, the Loans may not be reborrowed, and any Commitment, once terminated or reduced, may not be reinstated. Lender's Commitment shall automatically and without notice be reduced automatically and permanently to $0 after the funding of the Loans on the Closing Date.

(c) The Loans shall amortize as set forth in Section 2.4.

2.2 Procedures for Borrowing. To request a Borrowing, Borrower shall notify Lender of such request by delivering to Lender a Borrowing Notice signed by Borrower not later than 10:00 a.m., New York City time, on the Closing Date.

2.3 Maturity Date. The Loans shall mature on the date that is ten (10) years from the Closing Date (the "***Maturity Date***").

2.4 Repayment of Loans; Evidence of Debt.

(a) Borrower shall repay the Loans to Lender (i) on each Monthly Required Payment Date, in an aggregate amount equal to the Scheduled Debt Service Payment Amount as of such date, (ii) on the Maturity Date, in an aggregate principal amount equal to the aggregate principal amount of the Loans then outstanding, together with all accrued but unpaid interest on the Loans outstanding on such date, and (iii) on such earlier date on which the Loans become due and payable. Borrower hereby further agrees to pay interest on the unpaid principal amount of the Loans from time to time outstanding from the date hereof until Payment in Full at the rates per annum, and on the dates, set forth in Section 2.8. Each payment of the Scheduled Debt Service Payment Amount pursuant to this Section 2.4(a) shall be applied *first* to the payment of interest then due and payable on the Loans and *second* to the payment of principal of the Loans then due and payable.

(b) Lender shall maintain in accordance with its usual practice an account or accounts evidencing Indebtedness of Borrower to such Lender resulting from each Loan of such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(c) Lender, on behalf of Borrower, shall maintain a register, at one of its offices in the United States, in which shall be recorded (i) the amount of each Loan made hereunder and any Note evidencing such Loan, (ii) the amount of any principal or interest due and payable or to become due and payable from Borrower to Lender hereunder and (iii) the amount of any sum received by Lender hereunder from Borrower (the "***Register***").

(d) The entries made in the Register pursuant to this Section 2.4 shall, to the extent permitted by applicable law, be prima facie evidence of the existence and amounts of the obligations of Borrower therein recorded; provided that the failure of Lender to maintain the Register, or any error therein, shall not in any manner affect the obligation of Borrower to repay (with applicable interest) the Loans made to Borrower by Lender in accordance with the terms of this Agreement.

(e) Borrower agrees that, upon the request of Lender, Borrower will promptly execute and deliver to Lender a promissory note of Borrower evidencing any Loans of Lender, in form and substance reasonably acceptable to Lender (a "***Note***"), with appropriate insertions as to date and principal amount; provided that delivery of Notes shall not be a condition precedent to the occurrence of the Closing Date.

2.5 Upfront Fees. Borrower shall pay to Lender for its own account a non-refundable upfront fee in Dollars (which will be net funded from the proceeds of the Loans funded by Lender on the Closing Date) in an amount equal to 1.00% of the aggregate principal amount of the Loans funded by Lender on the Closing Date which fees will be fully earned and due and payable on the Closing Date.

2.6 Optional Prepayments.

(a) At any time, Borrower may, upon at least three Business Days' prior written notice to Lender stating the Prepayment Date, prepay the outstanding principal amount of the Loans, in whole (but not in part), together with accrued and unpaid interest through the Prepayment Date on the principal amount prepaid, in accordance with the provisions of this Agreement. Each prepayment of Loans pursuant to this Section 2.6(a) or Section 2.7 made before the Maturity Date shall be accompanied by the Applicable Premium with respect to the principal amount of the Loans being prepaid.

(b) Any such prepayment must be accompanied by payment of Lender's out-of-pocket expenses. Upon the giving of any such notice of prepayment, the principal amount of all outstanding Loans, together with the accrued interest thereon through the Prepayment Date and any Applicable Premium shall become due and payable on the Prepayment Date; provided that any such notice may be subject to one or more conditions precedent, including any Disposition, refinancing or Change of Control and the amount specified to be prepaid shall not become due and payable on the Prepayment Date upon the failure of any one of such conditions.

(c) Any optional prepayment under this Section 2.6 shall be applied to the Loans as set forth in Section 2.9.

2.7 Mandatory Prepayments.

(a) Unless Lender shall otherwise agree, if any Loan Party shall incur any Indebtedness (other than Permitted Indebtedness), then upon receipt of the Net Cash Proceeds from such incurrence, Borrower shall prepay the principal amount of the Loans in an amount equal to the amount of the Net Cash Proceeds received therefrom. The provisions of this Section 2.7(a) do not constitute a consent to the incurrence of any Indebtedness by any Loan Party.

(b) Unless Lender shall otherwise agree, if on any date Borrower shall receive Net Cash Proceeds from any Dispositions permitted pursuant to Section 6.5(f), (g) or (h) in excess of $1,000,000 for any such Disposition or $5,000,0000 in the aggregate during any fiscal year when taken together with the Net Cash Proceeds of all other such Dispositions during such fiscal year (the amount of such Net Cash Proceeds, "***Excess Proceeds***"), then, within five Business Days after receipt of such Excess Proceeds, Borrower shall prepay the principal amount of the Loans in an amount equal to such Excess Proceeds. The provisions of this Section 2.7(b) do not constitute a consent to the consummation of any Disposition. Net Cash Proceeds from any Dispositions permitted pursuant to Section 6.5 that are not specifically addressed herein are not required to be used to prepay the principal amount of the Loans, but such proceeds shall be deposited into the Control Account (except for proceeds related to Section 6.5(j), which proceeds shall not be received by or otherwise owned or controlled by Borrower).

(c) Unless Lender shall otherwise agree, if on any date Borrower terminates, unwinds, closes out, novates, transfers or assigns any commodity Qualified Hedging Agreement with a Hedge Termination Value (after taking into account any other Qualified Hedging Agreement executed since the Closing Date, including those executed substantially concurrently with the taking of any such action) in excess of $1,000,000 and such Hedge Termination Value is paid to Borrower by the counterparty to such Qualified Hedging Agreement, Borrower shall prepay the principal amount of the Loans in an amount equal to such Hedge Termination Value in excess of $1,000,000; provided that Borrower, in lieu of prepaying the principal amount of the Loans, may use such amounts or a portion thereof to replace such Qualified Hedging Agreement, in whole or in part, with one or more Qualified Hedging Agreements, the notional volumes, prices and tenors of which are not less favorable to the Loan Parties (taken as a whole) as those set forth in such replaced Qualified Hedging Agreement(s); provided further that any amount attributable to Hedge Termination Value not required to be used to prepay the principal amount of the Loans must be deposited into the Control Agreement to the extent that it is not used to replace such Qualified Hedging Agreement, in whole or in part, with one or more Qualified Hedging Agreements in accordance with the immediately preceding proviso.

(d) Unless Lender shall otherwise agree, upon the occurrence of a Change of Control, Borrower shall promptly make a prepayment with respect to the outstanding aggregate principal amount of the Loans, together with accrued interest through the Prepayment Date on the principal amount prepaid.

(e) Each prepayment of the Loans pursuant to this Section 2.7 shall be applied in accordance with Section 2.9 and shall be accompanied by a cash payment of the unpaid accrued interest to the Prepayment Date on the principal amount prepaid together with all other amounts then owing to Lender under this Agreement or any Loan Document including any out-of-pocket fees and expenses then due and payable under any Loan Document. Each prepayment of the Loans pursuant to this Section 2.7 (other than prepayments with respect to any Casualty Recovery Event) shall be accompanied by the concurrent payment of the Applicable Premium.

2.8 Interest Rates, Payment Dates and Computation of Interest and Fees.

(a) Each Loan shall bear interest, commencing on the Closing Date, at a rate per annum equal to the Applicable Rate; provided that in no event shall such interest rate exceed the Highest Lawful Rate.

(b) (i) If all or a portion of the principal amount of any Loan shall not be paid when due (whether at the stated maturity, by acceleration or otherwise) or there shall occur and be continuing any other Event of Default, all outstanding Loans (whether or not overdue) (to the extent legally permitted) shall bear interest at a rate per annum that is equal to the rate otherwise applicable to such Loans as provided in Section 2.8(a) above plus 2.0% (the "***Default Rate***"), but in no event to exceed the Highest Lawful Rate, from the date of such nonpayment of principal or occurrence of such Event of Default, respectively, until such amount of principal is paid in full (after as well as before judgment) or until such Event of Default is no longer continuing, respectively, and (ii) if all or a portion of any interest payable on any Loan or any fee or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to the Default Rate, in each case, with respect to clauses (i) and (ii) above, from the date of such nonpayment until such amount is paid in full (after as well as before judgment).

(c) Interest shall be payable in cash in arrears on each Monthly Required Payment Date, provided that interest accruing pursuant to Section 2.8(b) shall be payable from time to time on demand.

(d) If any payment hereunder becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. In the case of any extension of any payment of principal pursuant to the preceding sentence, interest thereon shall be payable at the rate applicable during such extension period.

(e) All calculations under the Loan Documents of interest chargeable with respect to the Loans and the fees shall be made on the basis of a 360 day year comprised of twelve (12) consecutive thirty (30) day months.

2.9 Application of Payments; Place of Payments.

(a) Amounts prepaid on account of the Loans may not be reborrowed. Each prepayment of principal on the Loans will be applied to reduce the subsequent scheduled repayments of the Loans to be made pursuant to Section 2.4 in inverse order of maturity.

(b) So long as no Event of Default shall have occurred and be continuing all payments and any other amounts received by Lender from or for the benefit of Borrower shall be applied as set forth in Section 2.15.

(c) After the occurrence and during the continuance of any Event of Default, Borrower hereby irrevocably waives the right to direct the application of any and all payments in respect of the Obligations and any proceeds of Collateral, and agrees that Lender may, and shall upon the acceleration of the Obligations pursuant to Section 7.1, apply all payments in respect of any Obligations and all proceeds of Collateral in the following order:

(A) *first*, to the payment or reimbursement of Lender for all costs, expenses, disbursements and losses incurred by Lender and which any Loan Party is required to pay or reimburse pursuant to the Loan Documents;

(B) *second*, to the payment or reimbursement of the Secured Parties for all costs, expenses, disbursements and losses incurred by such Persons and which any Loan Party is required to pay or reimburse pursuant to the Loan Documents (including the Applicable Premium);

(C) *third*, to the payment of Obligations under Qualified Hedging Agreement which are then due;

(D) *fourth*, to the payment of interest then due and payable on the Loans;

(E) *fifth*, to the payment of principal of the Loans which are then due;

(F) *sixth*, to the payment of any other Obligation due to Lender; and

(G) *seventh*, to Borrower or as otherwise directed by a court of competent jurisdiction.

(d) All distributions of amounts described in paragraph *third* in clause (c) above shall be made by Lender to each Qualified Counterparty, if any, on a *pro rata* basis determined by the amount such Obligations owed to such Qualified Counterparty represents of the aggregate amount of all such Obligations.

(e) All payments (including prepayments) to be made by Borrower hereunder, whether on account of principal, interest, premium, fees or otherwise, shall be made without setoff or counterclaim and shall be made prior to 12:00 Noon, New York City time, on the due date thereof to Lender at the Payment Office, in Dollars and in immediately available funds. Any payment made by Borrower after 12:00 Noon, New York City time, on any Business Day shall be deemed to have been made on the next following Business Day; provided that if Lender at the time is an Affiliate of MRTL, Borrower may set off against such obligations otherwise due Lender the amount of any due and unpaid MRTL Default Payment (and such obligations shall be deemed satisfied to the extent of the set-off) and provided further that upon Borrower's exercise of any such set-off right, the obligations of MRTL under the Qualified Hedging Agreement shall automatically be reduced accordingly.

(f) Each payment of the Loans shall be accompanied by accrued interest through the date of such payment on the amount paid.

2.10 Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, liquidity or similar requirement (including any compulsory loan requirement, insurance charge or other assessment) against assets of, deposits with or for the account of, or credit extended by, Lender;

(ii) impose on Lender any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by Lender; or

(iii) subject Lender 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 Income Taxes) on its Loans, Commitments, or other Obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to Lender of making, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan or to reduce the amount of any sum received or receivable by Lender hereunder, whether of principal, interest or otherwise, then, upon the request of Lender, Borrower will pay to Lender such additional amount or amounts as will compensate Lender for such additional costs incurred or reduction suffered.

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

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

(d) Failure or delay on the part of Lender to demand compensation pursuant to this Section shall not constitute a waiver of Lender's right to demand such compensation; provided that Borrower shall not be required to compensate Lender pursuant to this Section for any increased costs or reductions incurred more than 270 days prior to the date that Lender notifies Borrower of the Change in Law giving rise to such increased costs or reductions and of Lender's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 270-day period referred to above shall be extended to include the period of retroactive effect thereof.

2.11 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (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 law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party 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 2.11) Lender 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 Borrower. Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of Lender timely reimburse it for the payment of, Other Taxes.

(c) Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.11, such Loan Party shall deliver to Lender 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 Lender.

(d) Indemnification by the Loan Parties. The Loan Parties shall jointly and severally indemnify Lender, 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 Lender or required to be withheld or deducted from a payment to Lender and any 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 Borrower by a Lender shall be conclusive absent manifest error.

(e) **[Reserved]**.

(f) Status of Lender. Lender represents and warrants that it is and at all times during the term of the Agreement shall be a United States person for United States federal income Tax purposes. Lender agrees that it shall deliver to Borrower concurrent with the execution of this Agreement (and from time to time thereafter upon request of a Borrower), an executed copy of IRS Form W-9 certifying that Lender is exempt from United States federal backup withholding Tax. 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 Borrower in writing of its legal inability to do so. In the event that Lender (i) is not a United States person for United States federal income Tax purposes and (ii) is still entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document, Lender shall deliver to Borrower, at the time or times reasonably requested by Borrower, such properly completed and executed documentation reasonably requested by Borrower as will permit such payments to be made without withholding or at a reduced rate of withholding.

(g) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.11 (including by the payment of additional amounts pursuant to this Section 2.11), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.11 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party 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 with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) Survival. Each party'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.

(i) Defined Terms. For purposes of this Section 2.11, the term "applicable law" includes FATCA.

2.12 Mitigation Obligations. If Lender requests compensation under Section 2.10, or Borrower is required to pay any Indemnified Taxes or additional amounts to Lender or any Governmental Authority for the account of Lender pursuant to Section 2.11, then Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the judgment of Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.10 or 2.11, as the case may be, in the future and (ii) would not subject Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to Lender. Borrower hereby agrees to pay all reasonable costs and expenses incurred by Lender in connection with any such designation or assignment.

2.13 [Reserved].

2.14 [Reserved].

2.15 Distributions from the Control Account. Unless otherwise directed by the Secured Parties following the occurrence and during the continuation of an Event of Default, amounts on deposit in the Control Account shall be applied pursuant to the Depositary Agreement at the following times and in the following order of priority:

(a) First, from time to time, to the extent such distribution would not reasonably be expected to result in an Event of Default, to the payment or reimbursement of Lender for all costs, expenses, disbursements and losses incurred by Lender or the Depositary Bank and which any Loan Party is required to pay or reimburse such Person pursuant to the Loan Documents;

(b) Second, on each Monthly Required Payment Date, to the extent such distribution would not reasonably be expected to result in an Event of Default, to the extent any fees or other expenses or a net payment (including periodic payments and any termination payments thereunder) is then due from Borrower on account of any Qualified Hedging Agreement, to the Qualified Counterparty party thereto;

(c) Third, (i) on each Monthly Required Payment Date (other than the Maturity Date), to Lender for payment of the applicable Scheduled Debt Service Payment Amount, (ii) on the Maturity Date, to Lender for the payment of the aggregate principal amount and accrued but unpaid interest of all Loans outstanding on such date, and (iii) on any other date on which the Loans become due and payable (including pursuant to Section 2.7), to Lender for payment of any such amounts then due and payable, including applicable interest and fees; and

(d) Fourth, on each Monthly Required Payment Date, to the extent expressly permitted by Section 6.6(c), to the Pledgor in an aggregate amount not to exceed the Distributable Cash Balance.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

To induce Lender to enter into this Agreement and to make the Loans, Borrower hereby represents and warrants to Lender that on the date hereof, and giving effect to consummation of the Reorganization:

3.1 Financial Condition.

(a) The unaudited balance sheet of Borrower and its consolidated Subsidiaries as of the Closing Date (including the notes thereto) (the "***Pro Forma Balance Sheet***"), copies of which have heretofore been furnished to Lender, has been prepared giving effect (as if such events had occurred on such date) to (i) consummation of the transactions contemplated by the Acquisition Agreements, (ii) the Loans and the use of proceeds thereof and (iii) the payment of fees, expenses and taxes in connection with the foregoing. The Pro Forma Balance Sheet has been prepared based on the best information available to Borrower as of the date of delivery thereof, and presents fairly on a *pro forma* basis the estimated financial position of Borrower and its consolidated Subsidiaries as of the Closing Date, assuming that the events specified in the preceding sentence had actually occurred at such date.

(b) Except as provided on Schedule 3.1(b), Borrower does not have, and to Borrower's Knowledge no other Loan Party has, any material Guarantee Obligations, Contingent Obligations, or liabilities for taxes, or any long term leases or unusual forward or long term commitments, including, any interest rate or foreign currency swap or exchange transaction or other obligation in respect of derivatives, that are not reflected in the most recent financial statements referred to in this paragraph.

3.2 No Change. To Borrower's Knowledge, since December 31, 2019, there has been no development or event that has had or could reasonably be expected to have a Material Adverse Effect.

3.3 Corporate Existence; Compliance with Law.

(a) Each of the Loan Parties (i) is duly incorporated, organized or formed, as applicable, validly existing and (if applicable) in good standing under the laws of the jurisdiction of its incorporation, organization or formation, as the case may be, (ii) has the corporate, company or partnership power and authority, as applicable, and the legal right, to own and operate its Property, to lease the Property it operates as lessee and to conduct the business in which it is currently engaged, (iii) is duly qualified as a foreign corporation, company or partnership, as applicable, and (if applicable) in good standing under the laws of each jurisdiction where its ownership, lease or operation of Property or the conduct of its business requires such qualification except to the extent that the failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect, (iv) is in compliance with its Constituent Documents, (v) is in compliance with all Anti-Corruption Laws and all applicable Sanctions and (vi) is in compliance with all other Requirements of Law (other than its Constituent Documents) except to the extent that the failure to comply therewith could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Borrower and, to Borrower's Knowledge, Services Provider, have all material Permits necessary for the ownership and, if Borrower or Services Provider is the operator, operation of Borrower's Oil and Gas Properties and the conduct of its businesses, and is in compliance in all material respects with the terms and conditions of all such Permits.

(c) To Borrower's Knowledge, the Oil and Gas Properties owned by Borrower have been, except the extent the failure to do the same, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, maintained, operated and developed in a good and workmanlike manner, and except as set forth on Schedule 3.3, and in conformity with all Requirements of Law and in conformity with the provisions of all leases, subleases or other contracts comprising a part of the Hydrocarbon Interests and other contracts and agreements forming a part of the Oil and Gas Properties; specifically in this connection, except the extent the failure to do the same, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect: (i) no Oil and Gas Property is subject to having allowable production reduced after the Closing Date below the full and regular allowable (including the maximum permissible tolerance) because of any overproduction (whether or not the same was permissible at the time) prior to the Closing Date; and (ii) none of the wells comprising a part of the Oil and Gas Properties (or properties unitized therewith) has deviated from the vertical or horizontal (as applicable) more than the maximum permitted by Requirements of Law, and such wells are, in fact, bottomed under and are producing from, and the wellbores are wholly within, the Oil and Gas Properties (or in the case of wells located on properties unitized therewith, such unitized properties).

3.4 Entity Power; Authorization; Enforceable Obligations. Each Loan Party has the power and authority (corporate or otherwise), and the legal right, to make, deliver and perform the Loan Documents to which it is a party and, in the case of Borrower, to borrow hereunder. Each Loan Party has taken all necessary corporate or other action to authorize the execution, delivery and performance of the Loan Documents and, in the case of Borrower, to authorize the Borrowings on the terms and conditions of this Agreement. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the Borrowings hereunder or the execution, delivery, performance, validity or enforceability of this Agreement or any of the other Loan Documents except (i) consents, authorizations, filings and notices described in Schedule 3.4, which consents, authorizations, filings and notices have been obtained or made and are in full force and effect and (ii) the filings referred to in Section 3.21. Each Loan Document has been duly executed and delivered on behalf of each Loan Party that is a party thereto. This Agreement constitutes and each other Loan Document, upon execution will constitute, a legal, valid and binding obligation of each Loan Party that is a party thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

3.5 No Legal Bar. The execution, delivery and performance of this Agreement, the other Loan Documents, the Borrowings hereunder and the use of the proceeds thereof (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect and except for filings necessary to perfect Liens created pursuant to the Loan Documents, (b) will not violate any applicable Requirement of Law or any order of any Governmental Authority, (c) will not violate or result in a default under any indenture, agreement or other instrument binding upon Borrower or any of its Subsidiaries or its assets, or give rise to a right thereunder to require any payment to be made by Borrower or any of its Subsidiaries, and (d) will not result in the creation or imposition of any Lien on any asset of Borrower or any of its Subsidiaries, other than Liens created under the Loan Documents.

3.6 Existing Indebtedness. Set forth on Schedule 3.6 is a complete and accurate list of all Indebtedness of each Loan Party outstanding immediately prior to the effectiveness of this Agreement and the making of the Loans hereunder, and no Loan Party shall have any Indebtedness except the Indebtedness incurred under this Agreement and as permitted by Section 6.2.

3.7 No Material Litigation. No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to Borrower's Knowledge, threatened by or against any Loan Party or against any of their respective Properties or revenues (a) with respect to any of the Loan Documents or any of the transactions contemplated hereby or (b) that could reasonably be expected to have a Material Adverse Effect.

3.8 No Default. No Loan Party is in default under or with respect to any of its Contractual Obligations in any respect that could reasonably be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

3.9 Ownership of Property. Except to the extent that the failure of the same, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect:

(a) Borrower has Defensible Title to, or a valid leasehold interest in, all Property (other than the Oil and Gas Properties), and none of such Property is subject to any Lien other than Permitted Liens.

(b) Borrower has Defensible Title to all of its Oil and Gas Properties which constitute Proved Reserves, and good title to all of the Oil and Gas Properties which constitute, for applicable state law purposes, "personal" or "movable" property, in each case except for Permitted Liens. The Mortgaged Properties and the Oil and Gas Properties set forth on Schedule 3.9 constitute all of the Real Property owned by the Loan Parties.

(c) The quantum and nature of any interest in and to the Oil and Gas Properties of Borrower as set forth in the most recent Reserve Report includes the entire interest of Borrower in such Oil and Gas Properties as of the date of such applicable Reserve Report delivered by Borrower to Lender pursuant to Sections 5.2(c) or 5.2(d), as applicable, and are complete and accurate in all material respects as of the date of such applicable Reserve Report; and there are no "back-in" or "reversionary" interests held by third parties which could materially reduce the interest of Borrower in such Oil and Gas Properties except as reflected in the most recent Reserve Report. The ownership of the Oil and Gas Properties by Borrower entitles Borrower to the share of the Hydrocarbons produced therefrom or attributable thereto set forth as Borrower's "net revenue interest" therein as set forth in the most recent Reserve Report and does not in any material respect obligate Borrower to bear the costs and expenses relating to the maintenance, development or operations of any such Oil and Gas Property in an amount in excess of the "working interest" of Borrower in each Oil and Gas Property set forth in the most recent Reserve Report.

(d) Borrower's marketing, gathering, transportation, processing and treating facilities and equipment, if any, together with any marketing, gathering, transportation, processing and treating contracts in effect between or among Borrower, on the one hand, and any other Person, on the other hand, are sufficient to gather, transport, process or treat, reasonably anticipated volumes of production of Hydrocarbons from the Oil and Gas Properties, and all related charges are accurately reflected and accounted for in each Reserve Report delivered to Lender pursuant to this Agreement.

(e) The Hydrocarbon Interests and operating agreements attributable to the Oil and Gas Properties are in full force and effect in accordance with their terms. All rents, royalties and other payments due and payable under such Hydrocarbon Interests and operating agreements have been properly and timely paid in accordance with their terms.

3.10 Insurance. All policies of insurance of any kind or nature of Borrower, including policies of fire, theft, product liability, public liability, property damage, other casualty, employee fidelity, workers' compensation and employee health and welfare insurance, are in full force and effect and are of a nature and provide such coverage as is customarily carried by businesses of the size and character of Borrower. To Borrower's Knowledge, Borrower has not been refused insurance for any material coverage for which it had applied or had any policy of insurance terminated (other than at its request).

3.11 Intellectual Property. Borrower owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted except to the extent that the failure of the same, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. No material claim has been asserted and is pending by any Person challenging or questioning the use by Borrower of any Intellectual Property or the validity or effectiveness of any Intellectual Property, nor, to Borrower's Knowledge, is there any valid basis for any such claim. The use of Intellectual Property by Borrower does not infringe on the rights of any Person except to the extent that the failure of the same, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

3.12 Taxes. Borrower has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which Borrower has set aside on its books adequate reserves, (b) to the extent the failure to do so could not reasonably be expected to result in a Material Adverse Effect, or (c) to the extent set forth on Schedule 3.12.

3.13 Federal Regulations. No part of the proceeds of any Loan have been used or will be used, whether directly or indirectly, for any purpose that entails a violation of any of the regulations of the Board, including Regulations T, U and X.

3.14 Labor Matters. There are no strikes, stoppages or slowdowns or other labor disputes against Borrower pending or, to Borrower's Knowledge, threatened that (individually or in the aggregate) could reasonably be expected to have a Material Adverse Effect. Hours worked by and payment made to employees of Borrower have not been in violation of the Fair Labor Standards Act of 1938, or any other applicable Requirement of Law dealing with such matters that (individually or in the aggregate) could reasonably be expected to have a Material Adverse Effect. All payments due from Borrower on account of employee health and welfare insurance that (individually or in the aggregate) could reasonably be expected to have a Material Adverse Effect if not paid have been paid or accrued as a liability on the books and balance sheets of Borrower.

3.15 ERISA Plans. Borrower does not maintain, nor is any employee of Borrower a beneficiary under, any employee benefit plan that is covered by the Employee Retirement Income Security Act of 1974, as amended from time to time and the rules and regulations promulgated thereunder ("***ERISA***"), and in respect of which Borrower is an "employer" as defined in Section 3(5) of ERISA (an "***ERISA Plan***"); nor is Borrower a "commonly controlled entity" with any other Person within the meaning of Section 4001 of ERISA or part of a group that is treated as a single employer under Section 414 of the Code.

3.16 Regulations. Neither Borrower nor any of its Subsidiaries is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

3.17 Capital Stock; Subsidiaries.

(a) All of the outstanding Capital Stock of Borrower has been duly authorized and validly issued and is fully paid and non-assessable and has been duly pledged as Collateral under the Pledge Agreement and is free and clear of all Liens (except Liens created under the Security Documents).

(b) The Subsidiaries listed on Schedule 3.17 constitute all the Subsidiaries of each Loan Party as of the Closing Date. Schedule 3.17 sets forth as of the Closing Date the exact legal name as reflected on the certificate of incorporation (or formation) and jurisdiction of incorporation (or formation) of each Subsidiary of any Loan Party and, as to each such Subsidiary, the percentage and number of each class of Capital Stock owned by each Loan Party.

(c) There are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options or profits interests with respect to Capital Stock of Borrower granted to employees or directors and directors' qualifying shares) of any nature relating to any Capital Stock of Borrower, except as disclosed on Schedule 3.17.

(d) Borrower does not own or hold, directly or indirectly, any Capital Stock of any Person.

(e) There are no agreements or understandings (other than the Loan Documents) to which any Loan Party is a party with respect to the voting, sale or transfer of any shares of Capital Stock of Borrower or restricting the transfer or hypothecation of any such shares or interests.

3.18 Use of Proceeds. Borrower will use the proceeds of the Loans solely (i) to fund the acquisition of certain Oil and Gas Properties on the Closing Date, as contemplated in and by the Acquisition Agreements and the Reorganization Agreement, (ii) to fund a commodity price hedging program for all production streams at volume levels and for tenors stipulated by the requirements in Section 4.1(e), (iii) at Borrower's election, to satisfy Borrower's obligations under the first sentence of Section 5.15, (iv) pay fees and expenses incurred in connection with this Agreement, and (v) for general corporate purposes.

3.19 Environmental Matters. Other than exceptions to any of the following that could not, individually or in the aggregate, reasonably be expected to result in the payment by Borrower of a Material Environmental Amount:

(a) Borrower: (i) is, and within the period of all applicable statutes of limitation has been, in compliance with all applicable Environmental Laws; (ii) holds all Environmental Permits (each of which is in full force and effect) required for any of their current or intended operations or for any Property owned, leased, or otherwise operated by any of them; (iii) is, and within the period of all applicable statutes of limitation has been, in compliance with all of their Environmental Permits; and (iv) reasonably believes that: each of their Environmental Permits will be timely renewed and complied with, without material expense; any additional Environmental Permits that may be required of any of them will be timely obtained and complied with, without material expense; and compliance with any Environmental Law that is or is expected to become applicable to any of them will be timely attained and maintained, without material expense.

(b) Materials of Environmental Concern are not present at, on, under, in, or about any Oil and Gas Property or other Real Property now or formerly owned, leased or operated by Borrower, or at any other location (including, any location to which Materials of Environmental Concern have been sent for re-use or recycling or for treatment, storage, or disposal) which could reasonably be expected to (i) give rise to liability of Borrower under any applicable Environmental Law or otherwise result in costs to Borrower, or (ii) interfere with the continued operations of Borrower, or (iii) impair the fair saleable value of any Oil and Gas Property or other Real Property owned or leased by Borrower.

(c) There is no judicial, administrative, or arbitral proceeding (including any notice of violation or alleged violation) under or relating to any Environmental Law or Environmental Permit to which Borrower is, or to Borrower's Knowledge, will be, named as a party that is pending or, to Borrower's Knowledge, threatened.

(d) Borrower has not received, and, to Borrower's Knowledge, no other Loan Party has received, any written request for information, or been notified that it is a potentially responsible party under or relating to the federal Comprehensive Environmental Response, Compensation, and Liability Act or any similar Environmental Law, or with respect to any Materials of Environmental Concern.

(e) Borrower has not, and to Borrower's Knowledge, no other Loan Party has, entered into or agreed to any consent decree, order, or settlement or other agreement, or is subject to any judgment, decree, or order or other agreement, in any judicial, administrative, arbitral, or other forum for dispute resolution, relating to compliance with or liability under any Environmental Law.

(f) Borrower has not, and to Borrower's Knowledge, no other Loan Party has, assumed or retained, by contract or operation of law, any liabilities of any kind, fixed or contingent, known or unknown, under any Environmental Law or with respect to any Material of Environmental Concern.

(g) Borrower has delivered to Lender copies of all significant reports, correspondence and other documents in its possession, custody or control regarding compliance by any Loan Party with or potential liability of any Loan Party under Environmental Laws or Environmental Permits.

3.20 Accuracy of Information, etc. No statement or information contained in this Agreement, any other Loan Document or any other document, certificate or statement furnished to Lender or any of them, by or on behalf of any Loan Party for use in connection with the transactions contemplated by this Agreement or the other Loan Documents, contained as of the date such statement, information, document or certificate was so furnished, any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements contained herein or therein not materially misleading. The projections and *pro forma* financial information contained in the materials referenced above are based upon good faith estimates and assumptions believed by management of Borrower to be reasonable at the time made, it being recognized by Lender that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount. There is no fact known to any Loan Party that could reasonably be expected to have a Material Adverse Effect that has not been expressly disclosed herein, in the other Loan Documents or in any other documents, certificates and statements furnished to Lender for use in connection with the transactions contemplated hereby and by the other Loan Documents.

3.21 Security Documents.

(a) Each of the Security Documents is effective to create in favor of Lender, for the benefit of the Secured Parties, a legal, valid, binding and enforceable security interest in the Collateral described therein and proceeds and products thereof. In the case of the Pledged Capital Stock, when any stock certificates representing such Pledged Capital Stock are delivered to Lender and, in the case of Pledged Capital Stock that is a "security" (as defined in the UCC) but is not evidenced by a certificate, when an instructions agreement, in form and substance reasonably satisfactory to Lender has been delivered to Lender, and in the case of any other Collateral described in the Security Agreement or the Pledge Agreement, when financing statements in appropriate form are filed in the offices specified on Schedule 3.21(a)-1 (which financing statements may be filed by Lender) at any time and such other filings as are specified on Schedule 2 to the Security Agreement and Schedule 2 to the Pledge Agreement have been completed (all of which filings may be filed by Lender) at any time, each of the Security Agreement and the Pledge Agreement shall constitute a valid Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral and the proceeds and products thereof, as security for the Obligations (as defined in the Security Agreement or the Pledge Agreement, as applicable), in each case prior and superior in right to any other Person (except Permitted Liens). Schedule 3.21(a)-2 lists each UCC Financing Statement that (i) names any Loan Party as debtor and (ii) will remain on file after the Closing Date. Schedule 3.21(a)-3 lists each UCC Financing Statement that (i) names any Loan Party as debtor and (ii) will be terminated on or prior to the Closing Date; and on or prior to the Closing Date, Borrower will have delivered to Lender, or caused to be filed, duly completed UCC termination statements, authorized by the relevant secured party, in respect of each such UCC Financing Statement.

(b) Each of the Mortgages is effective to create in favor of Lender, for the benefit of the Secured Parties, a legal, valid, binding and enforceable Lien on the Mortgaged Properties described therein and proceeds and products thereof; and when the Mortgages are properly filed in the offices specified on Schedule 3.21(b) (in the case of Mortgages to be executed and delivered on the Closing Date) or in the recording office designated by Borrower (in the case of any Mortgage to be executed and delivered pursuant to Section 5.12(b)), each Mortgage shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in the Mortgaged Properties described therein and the proceeds and products thereof, as security for the Secured Obligations (as defined in the relevant Mortgage), in each case prior and superior in right to any other Person (other than Persons holding Permitted Liens or other encumbrances or rights permitted by the relevant Mortgage).

3.22 Solvency. The Loan Parties are, taken as a whole, and after giving effect to the incurrence of all Indebtedness and obligations being incurred in connection herewith will be and will continue to be, Solvent.

3.23 Gas Imbalances. Except as set forth in Schedule 3.23, there are no Gas Imbalances, take or pay or other prepayments with respect to any Oil and Gas Properties which would require Borrower to deliver Hydrocarbons produced from such Oil and Gas Properties at some future time without then or thereafter receiving full payment therefor.

3.24 Reserved.

3.25 Reserved.

3.26 Reserved.

3.27 Sale of Production. No Oil and Gas Property is subject to any contractual or other arrangement (i) whereby payment for production is or can be deferred for a substantial period after the month in which such production is delivered (in the case of oil, not in excess of 60 days, and in the case of gas, not in excess of 90 days) or (ii) whereby payments are made to Borrower other than by checks, drafts, wire transfer advices or other similar writings, instruments or communications for the immediate payment of money. Except for production sales contracts, processing agreements, transportation agreements and other agreements relating to the marketing of production that are listed on Schedule 3.27 in connection with the Oil and Gas Properties to which such contract or agreement relates: (i) no Oil and Gas Property is subject to any material contractual or other arrangement for the sale, processing or transportation of production (or otherwise related to the marketing of production) which cannot be canceled on 90 days'(or fewer) notice, other than as consented to by Lender, and (ii) all material contractual or other arrangements for the sale, processing or transportation of production (or otherwise related to the marketing of production) are bona fide arm's length transactions made on the best terms available with third parties not affiliated with Borrower. Each Loan Party is presently receiving a price for all production from (or attributable to) each Oil and Gas Property covered by a production sales contract or marketing contract listed on Schedule 3.27 that is computed in accordance with the terms of such contract, and no Loan Party is having deliveries of production from such Oil and Gas Property curtailed substantially below such Property's delivery capacity. Except as set forth on Schedule 3.27, all production and sales of Hydrocarbons produced or sold from any Oil and Gas Properties has been accounted for and paid to the Persons entitled thereto (except to the extent such payments are being disputed in good faith) or held in suspense, in compliance in all material respects with all applicable Requirements of Law.

3.28 Contingent Obligations. There will be no material Contingent Obligations of any Loan Party existing as of the Closing Date.

3.29 Bank Accounts. Except as set forth in Schedule 3.29, Borrower does not maintain any deposit account or securities account, nor does any such account exist for the benefit of Borrower, with any bank or financial institution other than the Control Account, which is subject to the Depositary Agreement.

3.30 Access Agreements. Following delivery by the sellers under the Acquisition Agreements, no books or records of any Loan Party are located or maintained on any premises owned by a third party or leased by a third party to any Loan Party other than such premises as to which Lender has received an Access Agreement from such Loan Party.

3.31 Material Contracts. Schedule 3.31 contains a complete and accurate list of each contract, agreement or commitment (other than the Loan Documents and instruments comprising Hydrocarbon Interests), whether oral or written, to which any Loan Party is a party or by which it is bound, and which are currently effective, involving aggregate consideration payable to or by such Person of $1,000,000 or more in any fiscal year or otherwise identified in the Acquisition Agreements as being material to the business, condition (financial or otherwise), operations, performance, properties or prospects of such Person (each of the foregoing, together with the Management Services Agreement, a "***Material Contract***").

3.32 No Burdensome Restrictions. Except as set forth on Schedule 3.32, neither Borrower nor any Subsidiary is a party to or bound by any contract, or subject to any restriction in any Constituent Document, or any Requirement of Law, which would reasonably be expected to have a Material Adverse Effect.

3.33 Anti-Corruption Laws; USA PATRIOT Act; Anti-Terrorism Laws and Sanctions. None of (a) Borrower, any Subsidiary nor any of their respective directors, officers or employees, or (b) to the Knowledge of Borrower, any agent of Borrower or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowings, use of proceeds of any Loans or other transaction contemplated by this Agreement will violate any Anti-Corruption Law or applicable Sanctions.

3.34 EEA Financial Institutions. No Loan Party is an EEA Financial Institution.

3.35 Acquisition Agreements. Borrower has provided Lender true, correct and complete copies of each Acquisition Agreement.

ARTICLE IV
CONDITIONS PRECEDENT

4.1 Conditions to Closing Date. The effectiveness of this Agreement and the obligations of Lender hereunder are subject to the satisfaction, on or prior to the Closing Date, of the following conditions precedent:

(a) Credit Agreement and Other Loan Documents. Lender shall have received the following documents, in each case executed and delivered by a duly authorized officer of each of the parties thereto: (i) this Agreement, (ii) the Security Agreement, (iii) the Pledge Agreement, (iv) a Mortgage covering each of the Mortgaged Properties, (v) the Management Services Agreement, (vi) the Depositary Agreement and (vii), if applicable, each Access Agreement.

(b) Constituent Documents. All documents establishing or implementing the ownership, capital and corporate, organizational, tax and legal structure of each Loan Party shall be reasonably satisfactory to Lender.

(c) Pro Forma Balance Sheet; Financial Statements. Lender shall have received the Pro Forma Balance Sheet.

(d) [**Reserved**].

(e) Initial Hedging. Borrower shall have entered into substantially concurrently with the effectiveness of this Agreement one or more Hedging Agreement with a Qualified Counterparty pursuant to Section 5.11 sufficient to implement the Initial Hedging.

(f) Insurance. Lender shall have received a summary of the insurance carried in respect of Borrower and its Properties (attached hereto as Schedule 4.1(f)), (which insurance shall be for such amounts, against such risk, covering such liabilities and with such deductibles or self-insured retentions as are reasonably acceptable to Lender) and certificates of insurance, satisfying the requirements of Section 5.7 and otherwise reasonably satisfactory to Lender, naming Lender, for the ratable benefit of the Secured Parties, as "*lender loss payee*" under the property loss policies and as "*additional insured*" on the comprehensive and general policies and providing that they shall not be canceled, amended or changed without at least 30 days' (ten days for nonpayment) written notice to Lender.

(g) Lien Searches. Lender shall have received (unless waived by Lender) the results of a recent Lien search in each of the jurisdictions or offices in which UCC financing statements or other filings or recordations should be made to evidence or perfect security interests in all assets of Borrower (or would have been made at any time during the five years immediately preceding the Closing Date to perfect Liens on any assets owned on the Closing Date by any Loan Party and which are pledged to Lender (for the benefit of the Secured Parties) as Collateral), and such search shall reveal no Liens on any of the assets of any Loan Party, except for Permitted Liens or Liens set forth on Schedule 3.21(a)-3 that were or will be terminated, released or otherwise discharged on or prior to the Closing Date pursuant to documentation satisfactory to Lender, and Borrower shall have made available to Lender each document required to be delivered to DGOC pursuant to Section 12.2(e) of the Carbon MIPSA.

(h) Environmental Matters. Lender shall have completed a reasonably satisfactory environmental review with respect to the Oil and Gas Properties.

(i) Closing Certificates. Lender shall have received a certificate of a Responsible Officer of each Loan Party, dated the Closing Date, in form and substance reasonably acceptable to Lender and with appropriate insertions and attachments, setting forth (i) resolutions of its board of directors or other appropriate governing body with respect to the authorization of such Person to execute and deliver the Loan Documents to which it is a party and to enter into the transactions contemplated in those documents, (ii) the officers of such Person (A) who are authorized to sign the Loan Documents to which such Person is a party and (B) who will, until replaced by another officer or officers duly authorized for that purpose, act as its representative for the purposes of signing documents and giving notices and other communications in connection with this Agreement and the transactions contemplated hereby, (iii) specimen signatures of such authorized officers, and (iv) the articles or certificate of incorporation and by-laws or other applicable Constituent Documents of such Person, certified by a Responsible Officer as being true and complete, and (v) solely with respect to Borrower, confirmation of compliance with the conditions precedent set forth in Section 4.1(n), Section 4.1(t) and Section 4.1(u). Lender may conclusively rely on such certificate until Lender receives notice in writing from such Person to the contrary.

(j) Solvency. Lender shall have received a reasonably satisfactory Solvency Certificate, which shall document the solvency of Borrower after giving effect to the transactions contemplated hereby.

(k) Other Certifications. Lender shall have received the following:

(i) a copy of the charter of each Loan Party and each amendment thereto, certified (as of a date reasonably near the Closing Date) as being a true and correct copy thereof by the Secretary of State or other applicable Governmental Authority of the jurisdiction in which each such Loan Party is organized;

(ii) a copy of a certificate of the Secretary of State or other applicable Governmental Authority of the jurisdiction in which each Loan Party is organized, dated reasonably near the Closing Date, clarifying that (A) such Loan Party has paid all franchise taxes to the date of such certificate and (B) such Loan Party is duly organized and in good standing under the laws of such jurisdiction; and

(iii) an electronic confirmation from the Secretary of State or other applicable Governmental Authority of each jurisdiction in which each such Loan Party is organized certifying that such Loan Party is duly organized and in good standing under the laws of such jurisdiction on the Closing Date; prepared by, or on behalf of, a filing service reasonably acceptable to Lender.

(l) Lender Consents. Lender shall have received all internal consents and approvals necessary for the consummation of the transactions contemplated by this Agreement and the Security Documents.

(m) Approvals. Permits and third party approvals necessary or, in the reasonable discretion of Lender, advisable to be obtained by a Loan Party in connection with this Agreement, the other Loan Documents and the continuing operations of Borrower and its Subsidiaries and the transactions contemplated hereby shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority which would restrain, prevent or otherwise impose adverse conditions on the financing contemplated hereby.

(n) No Material Adverse Effect. Since December 31, 2019, no development, event or circumstance that has had or could reasonably be expected to have a Material Adverse Effect shall have occurred and be continuing.

(o) Title Information. Lender shall have received title information reasonably satisfactory to Lender, with respect to the interests of Borrower and its Subsidiaries in Oil and Gas Properties constituting not less than 80% of the Discounted PV of all Proved Reserves.

(p) [**Reserved**].

(q) Acquisition Agreements: The Acquisition Agreements shall have been delivered to Lender and certified by a Responsible Officer of Borrower as being true and correct in all respects as of the Closing Date.

(r) Acquisition: The "Closing" under and as defined in each Acquisition Agreement shall have occurred or shall occur contemporaneously with the Closing Date hereunder, without waiver, amendment or modification any conditions precedent to DGOC's obligations under, or otherwise with respect to any term of, such Acquisition Agreement, other than waivers, amendments or modifications that could not reasonably be expected to be adverse in any material respect to Lender (unless consented to by Lender (acting reasonably)), and Lender shall have received evidence of the consummation of such "Closing" from DGOC (subject only to funding of the Loans by Lender hereunder on the Closing Date).

(s) Reorganization. Substantially concurrently with the Closing Date, and upon consummation of the transactions described in Section 4.1(r), the Reorganization shall have been completed.

(t) Representations and Warranties. Each of the representations and warranties of Borrower set forth in this Agreement shall be true and correct in all material respects (or, with respect to any representation or warranty qualified by materiality or a material adverse change or Material Adverse Effect standard, in all respects) on and as of the Closing Date (although any representations and warranties which expressly relate to an earlier date shall be required only to be true and correct in all material respects (or, with respect to any representation or warranty qualified by materiality or a material adverse change or Material Adverse Effect standard, in all respects) as of the specified earlier date).

(u) No Default. No Default or Event of Default shall have occurred and be continuing on the Closing Date or after giving effect to the Loans requested to be made on the Closing Date.

(v) Pledged Capital Stock; Stock Powers; Acknowledgment and Consent; Pledged Notes. Lender shall have received (i) the certificates representing the shares of Capital Stock that are certificated securities and that are pledged pursuant to the Security Agreement or the Pledge Agreement, together with an undated stock power for each such certificate executed in blank by a duly authorized officer of Pledgor, (ii) in the case of Capital Stock that is a "security" (as defined in the UCC) but is not evidenced by a certificate, an Instructions Agreement, substantially in the form of Annex A to the Pledge Agreement, duly executed by any issuer of Capital Stock pledged pursuant to the Pledge Agreement and (iii) each promissory note pledged pursuant to the Security Agreement endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank satisfactory to Lender) by the pledgor thereof.

(w) Filings, Registrations and Recordings. Each document (including any UCC financing statement) required by the Security Documents or under law or reasonably requested by Lender to be filed, registered or recorded in order to create in favor of Lender, for the benefit of the Secured Parties, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Permitted Liens), shall have been delivered to Lender in proper form for filing, registration or recordation.

(x) Legal Opinions. Lender shall have received an executed customary legal opinion of (i) Maynard, Cooper & Gale, P.C., counsel to the Loan Parties, with respect to such matters related to the Loan Documents and Reorganization as may be reasonably requested by Lender in form and substance satisfactory to Lender and (ii) Bowles Rice LLP, counsel to Borrower, with respect to the Mortgages executed by Borrower, in each case in form and substance satisfactory to Lender.

(y) Fees. Lender shall have received all fees required to be paid and Borrower shall have reimbursed Lender and its Affiliates for all expenses incurred for which Borrower is obligated, in each case, under any Loan Document (including reasonable fees, disbursements and other charges of counsel to Lender), on or before the Closing Date. All such amounts will be paid with proceeds of Loans made on the Closing Date and will be reflected in the funding instructions given by Borrower to Lender on or before the Closing Date.

4.2 Conditions Deemed Fulfilled. Except to the extent that Borrower has disclosed in the Borrowing Notice that an applicable condition specified in Section 4.1 will not be satisfied as of the Closing Date or the requested time for the making of any Loan, as applicable, Borrower shall be deemed to have made a representation and warranty as of such time that the conditions specified in Section 4.1 have been satisfied. No such disclosure by Borrower that a condition specified in Section 4.1 will not be satisfied as of Closing Date or the requested time for the making of the requested Loans shall affect the right of Lender not to make the Loans requested to be made by it if such condition has not been satisfied at such time.

ARTICLE V
AFFIRMATIVE COVENANTS

Until Payment in Full, Borrower covenants and agrees with Lender that Borrower shall, and shall cause each of its Subsidiaries to:

5.1 Financial Statements. Furnish to Lender:

(a) as soon as available, but in any event within 120 days after the end of each fiscal year of DGOC, commencing with the fiscal year ended December 31, 2020, a copy of the audited consolidated balance sheet of DGOC and its Subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, setting forth in each case (beginning with the 2020 fiscal year-end) in comparative form the figures as of the end of and for the previous year, together with a narrative discussion and analysis of the financial condition and results of operations of DGOC and its Subsidiaries for such fiscal year as compared to the previous year, and reported on without a "going concern" or like qualification or exception, or qualification arising out of the scope of the audit, by the Independent Accountants; and

(b) as soon as available, but in any event not later than 60 days after the end of each of the first three fiscal quarters of each fiscal year of DGOC, commencing with the fiscal quarter ending March 31, 2020, the unaudited consolidated balance sheets of DGOC as at the end of such fiscal quarter and the related unaudited consolidated statements of income and of cash flows for such fiscal quarter, setting forth in each case (beginning with the fiscal quarter ending March 31, 2020) in comparative form the figures as of the end of and for the corresponding period in the previous year, certified by a Responsible Officer as being fairly stated in all material respects (subject to normal year-end audit adjustments); and

(c) as soon as available, but in any event not later than 45 days after the end of each calendar month commencing with the month ending May 31, 2020, the unaudited consolidated balance sheets of DGOC as at the end of such month and the related unaudited consolidated statements of income and of cash flows for such month and the portion of the fiscal year through the end of such month, setting forth in each case (beginning with the calendar month ending May 31, 2020) in comparative form the figures as of the end of and for the corresponding period in the previous year, certified by a Responsible Officer as being fairly stated in all material respects (subject to normal year-end audit adjustments); and

(d) such other information as Lender may from time to time reasonably request.

All such financial statements delivered pursuant to this Section 5.1 shall be complete and correct in all material respects and prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein and, only with respect to periods ending after March 31, 2020, with prior periods (except as approved by the Independent Accountants, and disclosed therein, and quarterly and monthly financial statements shall be subject to normal year-end audit adjustments and need not be accompanied by footnotes).

5.2 Reporting Requirements. Furnish to Lender:

(a) as soon as available, but in any event within 45 days after the end of each month, (i) the Monthly Operating Report and (ii) the Cumulative Net Production Report;

(b) as soon as available, but in any event within 60 days after the end of each quarterly period of each fiscal year, a report, in form and substance reasonably satisfactory to Lender, setting forth as of the last Business Day of such quarterly period, a summary of the hedging positions of Borrower under all Hedging Agreements and any contracts of sale which provide for prepayment for deferred shipment or delivery of Hydrocarbons or other commodities of Borrower, including the type, term, effective date, termination date and notional principal amounts or volumes, the hedged price(s), interest rate(s) or exchange rate(s), as applicable, and any new credit support agreements relating thereto;

(c) (i) on or before April 30 of each fiscal year of Borrower, a Reserve Report prepared by the Petroleum Engineers, dated as of January 1 of such fiscal year; and (ii) promptly upon written request by Lender, a Reserve Report prepared by the Petroleum Engineers dated as of the first day of the month during which Borrower receives such request; provided that, unless a Default or an Event of Default shall then be continuing, Lender may request no more than two such Reserve Reports during any 12-month period, with only one such additional Reserve Report being at Borrower's cost and expense, and with any additional requests for updated Reserve Reports during any such period to be at Lender's cost and expense, and after the occurrence and during the continuance of a Default or Event of Default, Lender may, from time to time, request such Reserve Reports at the sole cost and expense of Borrower, in each case together with a calculation of the Discounted PV;

(d) on or before October 1 of each fiscal year of Borrower, a Reserve Report prepared as of July 1 of the previous fiscal year, which report may be prepared by petroleum engineers who are employees of the Loan Parties (rather than the Petroleum Engineers), in substantially the same form and substance as the Reserve Reports referred to in Section 5.2(c), each such Reserve Report having been prepared by or at the direction of Borrower and (together with the related Discounted PV calculation) having been certified in writing by the senior petroleum engineer of Borrower as to the truth and accuracy of the historical information utilized to prepare the Reserve Report and the estimates included therein;

(e) to the extent not previously disclosed to Lender, promptly upon the acquisition thereof, a listing of any Hydrocarbon Interests or Oil and Gas Properties acquired by any Loan Party at a purchase price in excess of $250,000 and a listing of any Intellectual Property acquired by any Loan Party at a purchase price in excess of $250,000, in each case since the date of the most recent list delivered pursuant to this Section 5.2(e) (or, in the case of the first such list so delivered, since the Closing Date);

(f) reports, certifications, engineering studies, environmental assessments or other written material or data requested by, and in form, scope and substance reasonably satisfactory to Lender, in the event that Lender at any time have a reasonable basis to believe that there may be a material violation of any Environmental Law or a condition at any Property owned, operated or leased by any Loan Party that could reasonably give rise to a Material Adverse Effect, or if an Event of Default has occurred and is continuing; provided that if any Loan Party fails to provide such reports, certifications, engineering studies or other written material or data within 75 days after the request of Lender, Lender shall have the right, at such Loan Party's sole cost and expense, to conduct such environmental assessments or investigations as may reasonably be required to enable Lender to determine whether each of the Loan Parties is in material compliance with Environmental Laws;

(g) prior to any Disposition anticipated to generate in excess of $500,000 in Net Cash Proceeds permitted by Section 6.5(g), at least ten days prior written notice of such Disposition, which notice shall (i) describe such Disposition or the nature and material terms and conditions of such transaction and (ii) state the estimated Net Cash Proceeds anticipated to be received by Borrower;

(h) as soon as is practicable following the written request of Lender and in any event within 60 days after the end of each fiscal year, (i) a report in form and substance satisfactory to Lender outlining all material insurance coverage maintained as of the date of such report by each Loan Party and the duration of such coverage and (ii) an insurance broker's statement that all premiums then due and payable with respect to such coverage have been paid and confirming that Lender has been named as loss payee or additional insured, as applicable;

(i) promptly after the formation of any pool or unit in accordance herewith, a conformed copy of the recorded pooling agreement, declaration of pooling, or other instrument creating the pool or unit and, in the event any proceeding of any Governmental Authority which seeks the pooling of unitizing of all or any part of the Oil and Gas Properties is commenced, prompt written notice thereof to Lender;

(j) upon request by Lender, such other reports and information with respect to the Oil and Gas Properties of the Loan Parties, the other Collateral or the financial condition of the Loan Parties as may be so requested; and

(k) any event of default under any limited recourse Indebtedness (such as "securitizations" or loan facilities similar to this Agreement) of any Affiliate of DGOC (other than a Loan Party).

Each delivery of a Reserve Report by Borrower to Lender pursuant to this Agreement shall constitute a representation and warranty by Borrower to Lender (A) with respect to the matters referenced in Section 3.9(c) and (B) that the Loan Parties own the Oil and Gas Properties specified therein free and clear of any Liens (except Permitted Liens).

5.3 Certificates; Other Information. Furnish to Lender:

(a) concurrently with the delivery of any financial statements pursuant to Section 5.1, (i) a Compliance Certificate of a Responsible Officer (A) stating that, to the best of such Responsible Officer's Knowledge, each Loan Party during such period has observed or performed all of its covenants and other agreements, and satisfied every condition, contained in this Agreement and the other Loan Documents to which it is a party to be observed, performed or satisfied by such Loan Party, and that such Responsible Officer has obtained no Knowledge of any Default or Event of Default except as specified in such certificate, and (B) containing all information and calculations necessary for determining compliance by the Loan Parties with the provisions of this Agreement referred to therein as of the last day of the calendar month, fiscal quarter or fiscal year of Borrower, as the case may be and (ii) in the case of quarterly and annual financial statements, to the extent not previously disclosed to Lender, in writing, an updated listing of any Oil and Gas Properties, Hydrocarbon Interests or other Real Property or Intellectual Property acquired by any Loan Party (in the case of Intellectual Property, limited to any individual item purchased or otherwise acquired for consideration in excess of $250,000) or with respect to which any Loan Party shall acquire a right to earn, purchase or otherwise acquire, since the date of the most recent updated list delivered pursuant to this clause (ii) (or, in the case of the first such list so delivered, since the Closing Date);

(b) as soon as possible and in any event within five days of obtaining Knowledge thereof: (i) notice of any development, event, or condition that, individually or in the aggregate with other developments, events or conditions that, individually or in the aggregate, could reasonably be expected to result in the payment by the Loan Parties in the aggregate, of a Material Environmental Amount; and (ii) any notice that any Governmental Authority has taken action to or may deny any application for an Environmental Permit or other material Permit sought by, or revoke or refuse to renew any such Permit held by any Loan Party or operator of any Oil and Gas Property or condition approval of any such Permit on terms and conditions if the effect of any such action would have a Material Adverse Effect or a material adverse effect on the operator of any Oil and Gas Property, or would be material and adverse to the operation of any of its businesses or any property owned, leased or otherwise operated by such Person or to the development of or production from any Oil and Gas Property;

(c) upon the request of Lender, immediate access to all geological, engineering and related data contained in the files of Borrower or readily accessible to Borrower relating to its Oil and Gas Properties, subject to and as may be limited by any confidentiality agreements to which Borrower is a party or by which any such data is bound; provided that upon the request of Lender, Borrower shall make such reasonable efforts to obtain a release from such confidentiality agreements for the purpose of providing such data to Lender;

(d) within five Business Days after receipt thereof by Borrower, copies of each final management letter, exception report or similar letter or report received by any Loan Party from its Independent Accountant;

(e) promptly upon receipt, copies of all reports and notices delivered to Borrower by Services Provider in connection with the Management Services Agreement; and

(f) promptly, such additional financial and other information as Lender may from time to time reasonably request.

5.4 Payment of Obligations. Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent (subject to any applicable grace and cure periods), as the case may be, all of its material obligations of whatever nature, except where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books and balance sheets of Borrower.

5.5 Maintenance of Existence; Compliance with Obligations, Requirements, etc.

(a) (i) Preserve, renew and keep in full force and effect its corporate or other existence and (ii) take all reasonable action to maintain all rights, privileges, franchises, Permits and licenses necessary or desirable in the normal conduct of its business, except, in each case, as otherwise permitted by Section 6.4 and except, in the case of clause (ii) above, to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) To the extent not in conflict with this Agreement or the other Loan Documents, comply with all (i) Contractual Obligations and Constituent Documents and (ii) Permits and other Requirements of Law, and use its reasonable efforts to cause all employees, agents, contractors and subcontractors of Borrower to comply with all Permits and Requirements of Law as may be necessary or appropriate to enable Borrower so to comply, except, in the case of Contractual Obligations, Permits and other Requirements of Law, where the failure to comply could not reasonably be expected to result in a Material Adverse Effect.

5.6 Operation and Maintenance of Property.

(a) Keep, preserve and maintain all Property and systems, including all improvements, personal property and equipment, useful and necessary in its business in good working order and condition in accordance with the general practice of other businesses of similar character and size (ordinary wear and tear excepted) and make all necessary repairs, renewals and replacements so that its business may be property conducted at all times.

(b) Keep and continue all material leases, estates and interests constituting Oil and Gas Properties and all contracts and agreements relating thereto in full force and effect in accordance with the terms thereof and not permit the same to lapse or otherwise become impaired for failure to comply with the obligations thereof, whether express or implied; provided that this provision shall not prevent Borrower from abandoning and releasing any such leases upon their termination as the result of cessation of production in paying quantities that did not result from the failure of Borrower to maintain such production as a reasonably prudent operator.

(c) To the extent that the Oil and Gas Properties are operated by Borrower, act as a prudent operator in an effort to identify and prevent the occurrence of any drainage of Hydrocarbons from the Oil and Gas Properties and carry out all such operations as would a reasonable and prudent operator in accordance with standard industry practices; and, to the extent that the Oil and Gas Properties are not operated by Borrower, utilize the property and contractual rights of Borrower as a prudent owner in an effort to identify and prevent the occurrence of any drainage of Hydrocarbons from the Oil and Gas Properties and to cause the reasonable and prudent operation thereof in accordance with standard industry practices.

(d) Promptly pay and discharge, or make reasonable and customary efforts to cause to be paid and discharged, all rentals, royalties, expenses and obligations accruing under the leases or other agreements affecting or pertaining to its Oil and Gas Properties or other material Properties and will do all other things necessary to keep unimpaired their rights with respect thereto and prevent any forfeiture thereof or default thereunder.

(e) Promptly perform or make reasonable and customary efforts to cause to be performed, in accordance with industry standards, the obligations required by each and all of the assignments, deeds, leases, sub-leases, contracts and agreements affecting its interests in its Properties.

(f) To the extent Borrower is not the operator of any Oil and Gas Properties or other material Properties, use its commercially reasonable efforts to cause the operator to comply with this Section 5.6.

5.7 Insurance.

(a) Maintain with financially sound and reputable insurance companies insurance on all its Property meeting the requirements of the Security Agreement in at least such amounts and against at least such risks (but including in any event general liability) as are usually insured against in the same general area by companies engaged in the same or a similar business, with such deductibles as are reasonably acceptable to Lender. In addition:

(i) the general liability policies maintained by or on behalf of Borrower and its Subsidiaries shall include a limit of liability of not less than $20,000,000 in the aggregate for any calendar year;

(ii) Borrower shall cause DGOC to maintain pollution liability policies on behalf of Borrower and its Subsidiaries with a limit of liability of not less than $4,000,000 in the aggregate for any calendar year, and such policies shall cover, among other things, pollution clean-up, bodily injury and property damage caused by new gradual pollution or new gradual pollution conditions;

(iii) if an insured event occurs under any such insurance policy maintained by DGOC or its Subsidiaries that covers Borrower, its Subsidiaries or any of their respective Properties and any Person other than Borrower utilizes such coverage, Borrower shall cause DGOC to purchase additional coverage on the open market in order to meet the minimum coverage thresholds set forth above, as applicable; and

(iv) following any other insured event in which DGOC or its Subsidiaries (other than Borrower) utilizes such coverage, Borrower shall, cause DGOC to purchase additional coverage on the open market to maintain the same level of coverage with respect to Borrower, its Subsidiaries and their Properties as was maintained prior to the occurrence of such event.

(b) Name Lender, for the ratable benefit of the Secured Parties, as "loss payee" under its casualty loss policies and Lender as "additional insured" on its comprehensive and general liability policies and cause all such casualty loss policies to be reasonably satisfactory to Lender in all respects and provide that they shall not be canceled, amended or changed without at least 30 days' (ten days for nonpayment) written notice to Lender, it being understood, however, that, so long as no Event of Default has occurred and is continuing, Net Cash Proceeds of any insurance policies shall be applied in accordance with Sections 2.7 and 2.9.

(c) Renew all insurance policies referred to in this Section 5.7 on terms no less favorable to Lender for the ratable benefit of the Secured Parties during the term of this Agreement and cause any substitute underwriter to be, in Borrower's reasonable opinion, as financially sound as Borrower's existing underwriters.

5.8 Inspection of Property; Books and Records; Discussions.

(a) Keep proper books of records and account in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all dealings and transactions in relation to its business and activities.

(b) Permit Lender, or any agents or representatives thereof, from time to time during Borrower's normal business hours, no more than two times during any calendar year (except that, after the occurrence and during the continuation of an Event of Default, such limitation on the frequency of inspections under this Section 5.8(b) shall not apply) and upon three Business Days' notice (except that, after the occurrence and during the continuation of an Event of Default, no such notice shall be required) to (i) go upon, examine, inspect and remain on the Properties of any Loan Party, (ii) during any such visit, inspect and verify the amount, character and condition of any of the Property (that constitutes, or relates to, Collateral) of any Loan Party, (iii) during any such visit, examine and, at Borrower's cost and expense, make copies of and abstracts from the records and books of account of any Loan Party, and (iv) discuss the affairs, finances and accounts of any Loan Party with any of their respective officers, directors, employees, Independent Accountants or Petroleum Engineers, it being understood that, except as otherwise stated in clause (iii) above, Lender will pay the costs and expenses incurred by it in exercising its rights under this Section 5.8(b); provided that after the occurrence and during the continuation of an Event of Default, Borrower shall reimburse Lender promptly after a request therefor for the reasonable costs and expenses incurred by it in connection with the exercise of its rights under this Section 5.8(b).

(c) Authorize the Independent Accountants of Borrower to disclose to Lender any and all financial statements and other information of any kind, as Lender reasonably requests, from Borrower and which the Independent Accountants may have with respect to the business, financial condition, results of operations or other affairs of any Loan Party.

5.9 Notices. Promptly, and in any event within three Business Days after Borrower's Knowledge thereof, give notice to Lender of:

(a) the occurrence of any Default or Event of Default;

(b) any (i) default or event of default (or alleged default) under any Contractual Obligation of any Loan Party or (ii) litigation, investigation or proceeding which may exist at any time between any Loan Party and any Governmental Authority, that in case of clause (i) or (ii), if not cured or if adversely determined, as the case may be, could reasonably be expected to have a Material Adverse Effect;

(c) any litigation or proceeding affecting any Loan Party in which the damages claimed are not covered by insurance is $1,000,000 or more or in which injunctive or similar relief is sought;

(d) any claim for indemnification or similar remedy by or against DGOC or any of its Affiliates under either Acquisition Agreement; and

(e) any development or event that has had or could reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section 5.9 shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action any Loan Party proposes to take with respect thereto.

5.10 Environmental Laws.

(a) Comply in all material respects with, and ensure compliance in all material respects at any Property owned, leased or operated by Borrower by all tenants, subtenants, lessees, sub-lessees, farmoutees, operators and contractors, if any, with, all applicable Environmental Laws and Environmental Permits, and obtain and comply in all material respects with and maintain, and ensure that all tenants, subtenants, lessees, sub-lessees, farmoutees, operators and contractors obtain and comply in all material respects with and maintain, any and all Environmental Permits required by applicable Environmental Laws with respect to any Property owned, leased or operated by Borrower.

(b) Conduct and complete all investigations, studies, sampling and testing, and all reporting, investigative, remedial, removal and other actions required under Environmental Laws as a result of a release of or the discovery of Materials of Environmental Concern, and promptly comply in all material respects with all lawful orders and directives of all Governmental Authorities regarding Environmental Laws.

(c) As soon as available, and in any case within five Business Days prior to the closing of any acquisition of Oil and Gas Properties by Borrower for which Borrower reasonably believes that liability of Borrower for environmental remediation potentially associated with the ownership or operation of all such Oil and Gas Properties (exclusive of usual and customary plugging and abandonment obligations) is expected to exceed a Material Environmental Amount, deliver to Lender an environmental report covering such Oil and Gas Properties to be acquired, in form and substance reasonably satisfactory to Lender.

(d) Promptly, but in no event later than five days after Borrower becomes aware of the event, notify Lender in writing of any threatened action, investigation or inquiry by any Governmental Authority or any demand or threatened lawsuit by any landowner or other third party against any Loan Party or its Properties of which Borrower has Knowledge in connection with any Environmental Laws (excluding routine testing and corrective action) if Borrower reasonably anticipates that such action may result in liability (whether individually or in the aggregate) in excess of a Material Environmental Amount.

(e) Establish and implement such procedures as may be necessary to continuously determine and assure that the obligations of Borrower under this Section 5.10 are timely and fully satisfied.

5.11 Commodity Price Protection. No later than the Closing Date, Borrower shall enter into and thereafter maintain Qualified Hedging Agreements that (i) provide fixed price protection of Borrower's and its Subsidiaries' aggregate Projected Oil and Gas Production anticipated to be sold in the ordinary course of such Persons' business of at least the volumes set forth on Schedule 5.11 and with a tenor lasting to the Maturity Date, and having minimum floor prices that are reasonably acceptable to Lender ("***Initial Hedging***"). Lender may require extension of Qualified Hedging Agreements beyond the Maturity Date while any Loans remain outstanding.

5.12 Collateral Matters.

(a) At all times Borrower shall grant to Lender an Acceptable Security Interest in Oil and Gas Properties constituting no less than 90% of the Discounted PV of the Loan Parties' Proved Reserves. Provided, however, that Borrower shall submit Mortgages required hereunder in recordable form to the applicable filing offices within thirty (30) days of the date of this Agreement and shall complete the recordation as promptly as possible thereafter; during said recordation period of time, Borrower shall be deemed to be in compliance with the first sentence of this paragraph.

(b) With respect to any Oil and Gas Property or other Property acquired (including any interest of Borrower in Oil and Gas Properties acquired as the result of the formation of any pool or unit in accordance with Section 6.19) after the Closing Date by Borrower as to which Lender, for the benefit of the Secured Parties, does not have an Acceptable Security Interest (other than any Real Property not constituting an Oil and Gas Property), promptly, and in any event within 30 days, (i) execute and deliver to Lender such Security Documents or amendments to Security Documents and take all actions, including without limitation, the filing of any financing statements or Mortgages, as Lender deems necessary or advisable to grant to Lender, for the benefit of the Secured Parties, an Acceptable Security Interest in such Property, and (ii) if such Property includes Oil and Gas Properties having any Proved Reserves, deliver to Lender Title Opinions and such other legal opinions relating to the matters described in clause (i) immediately preceding as Lender may reasonably request, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to Lender; provided that unless a Property is acquired for a purchase price or other consideration in excess of $100,000, Borrower shall not be required to take the actions specified in this Section 5.12(b) prior to the end of the fiscal quarter in which the acquisition occurs, or if earlier, the date at which the cumulative amount of purchase price or other consideration for all Property acquired in such quarter equals or exceeds $100,000, at which time all Property theretofore acquired and not previously made subject to a Lien in favor of Lender shall be made so subject.

(c) With respect to any fee interest in any Real Property (other than Oil and Gas Property) acquired after the Closing Date by Borrower (other than any such Real Property acquired for an aggregate consideration valued at less than $100,000), promptly (i) execute and deliver a first priority Mortgage (subject only to Permitted Liens) in favor of Lender, for the benefit of the Secured Parties, covering such Real Property and designating thereon the appropriate recording office, (ii) if requested by Lender, provide Lender with (A) title and extended coverage insurance covering such Real Property in an amount at least equal to the purchase price of such Real Property (or such other amount as shall be reasonably specified by Lender) as well as a current ALTA or ALTAX survey thereof, together with a surveyor's certificate, (B) any consents or estoppels reasonably deemed necessary or advisable by Lender in connection with such Mortgage, each of the foregoing in form and substance reasonably satisfactory to Lender and (C) if requested by Lender, deliver to Lender legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to Lender.

(d) (Reserved).

(e) Notwithstanding that, by the terms of the various Security Documents, the Loan Parties are and will be assigning to Lender all of the net proceeds of production from the Mortgaged Properties covered by such Security Documents, so long as no Event of Default has occurred and is continuing, the Loan Parties may continue to receive from the purchasers of such production all such proceeds, subject, however, (i) to the Liens created under the Security Documents, which Liens are hereby affirmed and ratified and (ii) the terms of the Depositary Agreement; provided, that, the terms of Sections 2.15 and 5.15 hereof shall control over any contrary terms of the Security Documents or the Depository Agreement. Upon the occurrence and during the continuation of an Event of Default, Lender may exercise all rights and remedies granted under the Loan Documents subject to the terms thereof, including the right to obtain possession of all net proceeds of production from such Mortgaged Properties then held by such Loan Parties or to receive directly from the purchasers of production all other net proceeds of production. In no case shall any failure, whether intentional or inadvertent, by Lender to collect directly any such net proceeds of production from the Mortgaged Properties constitute in any way a waiver, remission or release of any of their rights under the Security Documents, nor shall any release of any net proceeds of production from any Oil and Gas Properties by Lender to any Loan Parties constitute a waiver, remission, or release of any other net proceeds of production from any Oil and Gas Properties or of any rights of Lender to collect other net proceeds of production from the Oil and Gas Properties thereafter.

5.13 Title Matters.

(a) Take such actions and execute and deliver such documents and instruments as Lender may require to ensure that Lender shall have received title information in form and substance reasonably satisfactory to Lender covering Oil and Gas Properties of Borrower acquired after the Closing Date constituting not less than 80% of the Discounted PV of the Proved Developed Producing Reserves in respect of such Oil and Gas Properties.

(b) Within 30 days after (i) a request by Lender to cure any title defects or exceptions arising after the Closing Date which are not Permitted Liens or (ii) a notice by Lender that Borrower has failed to comply with this Section with respect to Oil and Gas Properties of Borrower acquired after the Closing Date, (A) cure such title defects or exceptions which are not Permitted Liens; provided, that, if the cost to cure such title defects or exceptions exceeds $25,000 or such title defects or exceptions are not curable, and Borrower is in compliance with Section 5.12(a) after excluding the Oil and Gas Properties subject to such title defects or exceptions (or cures any non-compliance pursuant to the provisions of Section 5.12(a)) Borrower shall not be required to cure such title defects or exceptions and (B) if required to cure such title defects or exceptions pursuant to clause (A), deliver to Lender title information in form and substance reasonably acceptable to Lender in its reasonable discretion, as to Borrower's ownership of such Oil and Gas Properties.

5.14 Use of Proceeds. Use the proceeds of the Loans only for the purposes specified in **Section 3.18.**

5.15 Accounts. Borrower will deposit or cause the deposit of an amount equal to the Debt Service Reserve Required Amount into the Control Account no later than 5:00 pm central time on the Closing Date and shall cause the balance in the Control Account to equal at least the Debt Service Reserve Required Amount until the first Net Monthly Payment (as defined in the Management Services Agreement) is deposited into such account. At all times, deposit, or cause to be deposited, all Business Proceeds into the Control Account; provided, that, during the one hundred twenty (120) day time period after the Closing Date (or such later day as to which Lender may agree), Borrower may continue to receive deposits into the existing bank accounts listed on Schedule 3.29 from parties with whom Borrower had pre-existing business relationships involving such existing bank accounts. No later than one hundred twenty (120) days after the Closing Date (or such later day as to which Lender may agree), Borrower shall close the accounts listed on Schedule 3.29 and deposit any funds therein into the Control Account. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, all rights to the net proceeds received from the unwind or termination of the Hedge Contracts (as defined in the Reorganization Agreement) will be distributed to the Services Provider pursuant to Section 2.6 of the Reorganization Agreement.

5.16 Patriot Act Compliance. Provide such information and take such actions as are reasonably required by Lender in order to assist Lender with compliance with the Patriot Act.

5.17 Further Assurances.

(a) From time to time execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take all such actions, as Lender may reasonably request for the purposes of implementing or effectuating the provisions of this Agreement and the other Loan Documents, or of more fully perfecting or renewing the rights of Lender with respect to the Collateral pursuant hereto or thereto.

(b) Upon the exercise by Lender of any power, right, privilege or remedy pursuant to this Agreement or the other Loan Documents which requires any consent, approval, recording, qualification or authorization of any Governmental Authority, execute and deliver, or cause the execution and delivery of, all applications, certifications, instruments and other documents and papers that Lender may be required to obtain from Borrower or any of its Subsidiaries for such governmental consent, approval, recording, qualification or authorization.

(c) Preserve and protect the Lien status of each respective Mortgage and, if any Lien (other than unrecorded Liens permitted under Section 6.3 that arise by operation of law) is asserted against a Mortgaged Property, promptly and at its expense, give Lender a detailed written notice of such Lien and pay the underlying claim in full or take such other action so as to cause it to be released or bonded over in a manner satisfactory to Lender; provided, however, Borrower will not be required to preserve, protect or pay to the extent not otherwise required pursuant to the terms of Sections 5.12 and 5.13.

ARTICLE VI
NEGATIVE COVENANTS

Until Payment in Full, Borrower covenants and agrees with Lender that Borrower shall not, and shall not permit any of its Subsidiaries to, directly or indirectly, without the prior written consent of Lender:

6.1 [Reserved].

6.2 Indebtedness. Create, incur, assume, issue, guaranty or suffer to exist any Indebtedness, except for the following ("***Permitted Indebtedness***"):

(a) Indebtedness of any Loan Party pursuant to any Loan Document;

(b) Indebtedness under any Hedging Agreement permitted pursuant to Section 6.16;

(c) obligations for ad valorem, severance and Other Taxes payable that are not overdue;

(d) accrued FAS 143 Asset Retirement Obligations;

(e) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business;

(f) letters of credit issued for the account of Borrower or any of its Subsidiaries in respect of the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, plugging and abandonment obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business, so long as (x) the aggregate face amount of such letters of credit at any one time does not exceed $2,500,000 and (y) Borrower's reimbursement obligations thereunder are unsecured, or if secured then only by cash or Cash Equivalents collateral;

(g) amounts owed by Borrower to operators of Hydrocarbon Interests under joint operating agreements, pooling or unitization agreements or similar contractual arrangements arising in the ordinary course of the business of Borrower, which amounts are not more than 60 days past due or are being contested in good faith by appropriate proceedings if such reserves as may be required by GAAP shall have been made therefor;

(h) extensions of credit from suppliers or contractors who are not Affiliates of Borrower for the performance of labor or services or the provision of supplies or materials under applicable contracts or agreements in connection with Borrower's oil and gas development activities, which are not more than 60 days overdue or are being contested in good faith by appropriate proceedings, if such reserves as may be required by GAAP shall have been made therefor; and

(i) additional Indebtedness of Borrower in an aggregate principal amount not to exceed $2,500,000 at any one time outstanding.

6.3 Liens. Create, incur, assume or suffer to exist any Lien upon any of its Property, whether now owned or hereafter acquired, except for:

(a) Liens for taxes not yet due or which are being contested in good faith by appropriate proceedings, provided that adequate reserves with respect thereto are maintained on the books and balance sheets of the applicable Loan Party in conformity with GAAP;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 90 days or that are being contested in good faith by appropriate proceedings and for which adequate reserves with respect thereto are maintained in the books and balance sheets of the applicable Loan Party in conformity with GAAP; provided that at no time shall such sums being contested exceed in the aggregate $2,500,000;

(c) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation;

(d) deposits by or on behalf of Borrower or any of its Subsidiaries to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, plugging and abandonment obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business, so long as the aggregate amount of such deposits at any one time does not exceed $5,000,000;

(e) encumbrances consisting of easements, restrictions, servitudes, permits, conditions, covenants, exceptions or reservations in any Property of Borrower for the purpose of roads, pipelines, transmission lines, transportation lines, distribution lines for the removal of gas, oil, coal or other minerals and other like purposes that do not secure Indebtedness or other monetary obligations and, in the aggregate, are not substantial in amount and do not materially impair the use of such Property by Borrower in the operation of its business and which do not in any case materially detract from the value of the Property subject thereto are or would be violated in any material respect by existing or proposed operations of Borrower;

(f) Liens created pursuant to the Security Documents;

(g) the interest or title of a lessor under any lease entered into by Borrower or any of its Subsidiaries in the ordinary course of its business and covering only the assets so leased;

(h) all lessors' royalties (and Liens to secure the payment thereof), overriding royalties, net profits interests, carried interests, Production Payments, reversionary interests and other burdens on or deductions from the proceeds of production with respect to each Oil and Gas Property (in each case) that do not operate to reduce the net revenue interest for such Oil and Gas Property (if any) as reflected in the most recently delivered Reserve Report or increase the working interest for such Oil and Gas Property (if any) as reflected in the most recently delivered Reserve Report without a corresponding increase in the corresponding net revenue interest;

(i) Liens under any oil and gas leases, farm-out agreements, production sales contracts, division orders, contracts for sale, operating agreements, area of mutual interest agreements, production handling agreements, joint venture agreements, oil and gas partnership agreements, unitization and pooling declarations and agreements, transportation agreements, marketing agreements, processing agreements, development agreements, gas balancing or deferred production agreements, injection, repressuring and recycling agreements, salt water or other disposal agreements, seismic or other geophysical permits or agreements in each case to the extent the same (i) are ordinary and customary to the oil, gas and other mineral exploration, development, processing or extraction business, (ii) do not otherwise cause any other express representation or warranty of Borrower in any of the Loan Documents to be untrue, (iii) do not operate to reduce the net revenue interest for such Oil and Gas Property (if any) as reflected in the most recently delivered Reserve Report, or increase the working interest for such Oil and Gas Property (if any) as reflected in the most recently delivered Reserve Report without a corresponding increase in the corresponding net revenue interest, and (iv) secure obligations that are not delinquent and do not in any case materially detract from the value of the Oil and Gas Property subject thereto;

(j) Liens not securing Indebtedness arising solely by virtue of any statutory or common law provision relating to banker's Liens, rights of set-off or similar rights and remedies and burdening only deposit accounts or other funds maintained with a creditor depository institution, provided that no such deposit account is a dedicated cash collateral account or is subject to restrictions against access by the depositor in excess of those set forth by regulations promulgated by the Board and no such deposit account is intended by Borrower to provide collateral to the depository institution;

(k) Liens arising by virtue of a judgment or judicial order not constituting an Event of Default;

(l) the filing of UCC financing statements solely as a precautionary measure in connection with operating leases of the Loan Parties;

(m) normal and customary banker's liens, rights of set-off or similar rights and remedies in favor of creditor depository institutions, and Liens of a collecting bank on checks, drafts or other items of payment payable to a Loan Party (including those constituting proceeds of any Collateral) in the ordinary course of collection; and

(n) Liens not otherwise permitted by this Section 6.3 so long as neither (i) the aggregate outstanding principal amount of the obligations secured thereby nor (ii) the aggregate fair market value (determined, in the case of each such Lien, as of the date such Lien is incurred) of the Property subject thereto exceeds $2,500,000 at any one time; provided, however that no Lien securing obligations in any amount shall be permitted under this Section 6.3(n) on any account described in Section 5.15.

6.4 Fundamental Changes. (i) Enter into any merger, consolidation, restructuring, recapitalization, reorganization or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), Dispose of all or substantially all of its Property or business (including, in each case, pursuant to a an LLC Division and, in each case, whether now owned or hereafter acquired) or (ii) amend, modify or otherwise change its name, jurisdiction of organization, organizational number, identification number or FEIN, except that, if no Event of Default shall have occurred and be continuing, Borrower or any of its Subsidiaries may amend, modify or otherwise change its name, jurisdiction of organization, organizational number, identification number or FEIN in accordance with and to the extent permitted by Section 5.5 of the Security Agreement.

6.5 Disposition of Property. Dispose of any of its Property (including, receivables and leasehold interests), whether now owned or hereafter acquired, or issue or sell any shares of Capital Stock of Borrower or any Subsidiary (including pursuant to any merger, consolidation, restructuring, recapitalization, reorganization or amalgamation) to any Person, except:

(a) Dispositions of obsolete or worn out property in the ordinary course of business;

(b) the sale of inventory (including Hydrocarbons sold as produced) which is sold in the ordinary course of business on ordinary trade terms; provided that no contract for the sale of Hydrocarbons shall obligate Borrower or any of its Subsidiaries to deliver Hydrocarbons at a future date without receiving full payment therefor within 60 days after delivery for oil and 90 days after delivery for gas;

(c) Dispositions of claims against customers, working interest owners, other industry partners or any other Person in connection with workouts or bankruptcy, insolvency or other similar proceedings with respect thereto;

(d) Dispositions of funds collected for the beneficial interest of, or of the interests owned by, royalty, overriding royalty or working interest owners;

(e) abandonment of Properties not capable of producing Hydrocarbons in paying quantities after expiration of their primary terms;

(f) any Casualty Recovery Event; provided the proceeds thereof are applied to prepay the Loans to the extent required by Section 2.7;

(g) Dispositions of Hydrocarbon Interests in any 12-month period not to exceed, in the aggregate, 2% of the Discounted PV as set forth for in the Reserve Report most recently delivered pursuant to Section 5.2; provided (i) such Dispositions are for Fair Market Value and at least 75% of the consideration received in such Disposition is cash and (ii) the proceeds thereof are applied to prepay the Loans if and to the extent required by Section 2.7, and the balance of the proceeds are deposited in the Control Account; provided further that this Section 6.5(g) shall not apply in respect of Dispositions of Specified Assets, except that Dispositions of the Specified Assets identified on Schedule 1.1(c) as "Shonk Land Preferential Right Properties" shall be considered but only for purposes of calculating the 2% limitation herein;

(h) the Disposition of other assets not otherwise addressed herein having a fair market value not to exceed $500,000 in the aggregate for any fiscal year of Borrower; provided, the proceeds thereof are applied to prepay the Loans to the extent required by Section 2.7;

(i) Permitted Asset Swaps in any 12-month period not to exceed, in the aggregate, 2% of Discounted PV as set forth in the Reserve Report most recently delivered pursuant to Section 5.2;

(j) the Disposition of Specified Assets to DGOC or its designee; provided, that, if the particular Specified Assets to be Disposed of are Specified Assets other than those described in clauses (iii) and (iv) of the definition thereof, then, at least thirty (30) days prior to the proposed Disposition, Lender shall have received a certificate signed by an executive officer of DGOC stating that (x) DGOC has the present intention to lease, sublease, farm out, joint venture, drill or otherwise develop, or participate in any such activity related to, such Specified Assets to be Disposed of and (y) DGOC will undertake to cause the return of such Specified Assets so Disposed of to Borrower if within ninety (90) days from the Disposition none of the activities so described in the certificate have been commenced in good faith; and

(k) Dispositions of Hedging Agreements, in part or in whole, in order to maintain compliance with Section 6.16, or in the ordinary course, provided, however, any proceeds received by Borrower in connection with the Disposition of any Qualified Hedging Agreement shall be subject to Section 2.7(c).

6.6 Restricted Payments. Declare or pay any dividend on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of Borrower, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of Borrower, or make or offer to make any payment or prepayment of principal, premium (if any), interest, fees (including fees to obtain any waiver or consent) or other charges on, or effect any repurchase, redemption, purchase, retirement, defeasance, sinking fund or similar payment with respect to, any Indebtedness (other than the Obligations) of Borrower (the payments or other transactions described in this Section 6.6 collectively, "***Restricted Payments***"), except that:

(a) Borrower may make Restricted Payments in the form of Capital Stock (other than Disqualified Stock) of Borrower;

(b) Borrower may make any required payment, prepayment, repurchase redemption, purchase, retirement or other payment of other Permitted Indebtedness, in each case to the extent required to be made by the terms thereof and permitted by such terms after giving effect to any applicable subordination provisions; provided that the Restricted Payments described in this clause (b) shall not be permitted if a Default or Event of Default shall have occurred and be continuing at the date of declaration or payment thereof or would result therefrom;

(c) Borrower may make Restricted Payments (including for the payment of estimated income taxes) on any Monthly Required Payment Date pursuant to Section 2.15(d); provided that (i) immediately before and after giving effect to the making of such Restricted Payment, no Event of Default shall have occurred and be continuing, (ii) the aggregate amount of such Restricted Payment made on such Monthly Required Payment Date shall not exceed the Distributable Cash Balance calculated as of such date and (iii) immediately before and after giving effect to the making of such Restricted Payment, no Warm Trigger Event shall have occurred; and

(d) Borrower may prepay Capital Leases or purchase money financings comprising Permitted Indebtedness upon the sale or exchange of the equipment subject thereto.

6.7 Expenditures. Make or commit to make any Capital Expenditure, except (i) Capital Expenditures in response to health and safety emergencies and (ii) Capital Expenditures funded by additional equity contributions from DGOC ("***Permitted Capital Expenditures***").

6.8 Investments. Make any Investment in any other Person, except:

(a) extensions of trade credit and advances to non-operators under operating agreements in the ordinary course of business;

(b) Investments in Cash Equivalents;

(c) Hedging Agreements permitted by Section 6.16;

(d) subject to the provisions of Section 6.7, Investments constituting Permitted Capital Expenditures (other than Investments in the Capital Stock or Indebtedness of any Person);

(e) Investments received by Borrower in connection with workouts with, or bankruptcy, insolvency or other similar proceedings with respect to, customers, working interest owners, other industry partners or any other Person;

(f) Guarantee Obligations permitted by Section 6.2;

(g) in addition to Investments otherwise expressly permitted by this Section 6.8, Investments by Borrower in an aggregate amount (valued at cost) not to exceed $1,000,000 during the term of this Agreement; and

(h) other Investments so long as such Investment is funded by one or more equity contributions.

6.9 Transactions with Affiliates. Enter into any transaction, including, any purchase, sale, lease or exchange of Property, the rendering of any service or the payment of any management, advisory or similar fees (other than pursuant to, and in accordance with, the terms of the Management Services Agreement), with any Affiliate (other than a Loan Party) unless such transaction is (a) otherwise permitted under this Agreement (including, but not limited to Section 6.5(j)), (b) in the ordinary course of business of the Loan Party that is party to such transaction, and (c) upon fair and reasonable terms no less favorable to such Loan Party than it would obtain in a comparable arm's length transaction with a Person that is not an Affiliate.

6.10 Anti-Corruption Laws. Permit, or use commercially reasonable efforts to permit, any of its or their respective directors, officers, employees or agents to, make, offer, or authorize with respect to the matters which are the subject of this Agreement, any payment, gift, promise or other advantage, whether directly or through any other Person, to or for the use or benefit of any public official (i.e., any person holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise or a public international organization) or any political party or political party official or candidate for office, where such payment, gift, promise or advantage would violate any applicable Anti-Corruption Laws.

6.11 Changes in Fiscal Periods. Permit the fiscal year of Borrower to end on a day other than December 31 or change the method of determining its fiscal year for Borrower.

6.12 Negative Pledge Clauses. Enter into or suffer to exist or become effective any agreement that prohibits or limits the ability of any Loan Party to create, incur, assume or suffer to exist any Lien upon any of its Property or revenues, whether now owned or hereafter acquired, to secure the Obligations or, in the case of any Pledgor, its respective obligations under the Pledge Agreement, other than this Agreement and the other Loan Documents.

6.13 [Reserved].

6.14 Lines of Business. Enter into any business, either directly or through any Subsidiary, except for the development, production and sale of Hydrocarbons and activities reasonably incidental or relating thereto in the states of Kentucky, Pennsylvania, Tennessee, Ohio, Virginia, Illinois and West Virginia.

6.15 ERISA Plans. Borrower shall not adopt or otherwise maintain any ERISA Plan nor become a "commonly controlled entity" within any other Person within the meaning of Section 4001 of ERISA or part of a group that is treated as a single employer under Section 414 of the Code.

6.16 Hedging Agreements. Enter into, or suffer to exist, any Hedging Agreement other than:

(a) Hedging Agreements entered into by Borrower pursuant to Section 5.11 with Qualified Counterparties in the ordinary course and not for speculative purposes; provided, however, as of any date after the Closing Date such Hedging Agreements shall comply with the volume limitations in Section 6.16(b) below;

(b) as of any date, Qualified Hedging Agreements with respect to volumes that, taken together with the Initial Hedging outstanding as of such date, does not exceed 95% of Borrower's and its Subsidiaries' aggregate Projected Oil and Gas Production as of such date; and

(c) Hedging Agreements entered into by Borrower with Qualified Counterparties for the purpose and effect of fixing interest rates on a principal amount of the Indebtedness of Borrower on terms and conditions reasonably acceptable to Lender and not for speculative purposes.

6.17 New Subsidiaries. Acquire, form, incorporate or organize any Subsidiary or permit to exist any Subsidiary of Borrower, other than any Subsidiary of Borrower in existence as of the Closing Date.

6.18 Use of Proceeds. Use or permit the use of all or any portion of the proceeds of the Loans for any purpose other than as permitted pursuant to Section 3.18.

6.19 Pooling and Unitization. Voluntarily pool or unitize all or any material part of their Oil and Gas Properties where the pooling or unitization would result in the diminution of Borrower's net revenue interest in production from the pooled or unitized lands, except where any such pooling or unitization would increase the Discounted PV of the associated Oil and Gas Property compared to the pre-unitized Discounted PV unless the failure to pool or unitize such Oil and Gas Properties would not be consistent with prudent industry practices.

6.20 Bank Accounts. Open or otherwise establish, or deposit or otherwise transfer funds into, any bank account (other than as permitted by the Depositary Agreement) in the name or otherwise for the benefit of Borrower or any Subsidiary.

6.21 Drilling. Commence any new drilling operations on any new well after the Closing Date without obtaining the prior written consent of Lender.

6.22 Gas Imbalances, Take-or-Pay or Other Prepayments. Allow Gas Imbalances, take-or-pay or other prepayments with respect to the Oil and Gas Properties of Borrower or any Subsidiary which would require Borrower or such 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 Borrower or such Subsidiary having net aggregate liability at any time in excess of an amount equal to 2% of the Oil and Gas Properties that are designated Proved Developed Producing Reserves in the most recently delivered Reserve Report.

6.23 Amendments to Certain Documents and Agreements.

(a) Amend, modify or otherwise change, or permit any amendment, modification or other change to (pursuant to a waiver or otherwise), any Constituent Documents (including by the filing or modification of any certificate of designation, or any agreement or arrangement (including any shareholders' agreement) entered into, with respect to any of its Capital Stock), or enter into any new agreement with respect to any of its Capital Stock, except any such amendments, modifications or changes or any such agreements or arrangements that do not materially adversely affect any right, privilege or interest of Lender under the Loan Documents or in the Collateral.

(b) Amend, modify or otherwise change in a manner materially adverse to Lender, or consent or agree to any amendment, modification or other change that is materially adverse to Lender, in each case, with respect to any of the terms of any joint operating agreements, pooling or unitization agreements or similar contractual arrangements relating to the development and operation of the Oil and Gas Properties.

(c) Amend, modify or otherwise change, or consent or agree to any amendment, modification or other change, with respect to any of the terms of the Reorganization Agreement.

ARTICLE VII
EVENTS OF DEFAULT

7.1 Events of Default. If any of the following events shall occur and be continuing:

(a) Borrower shall fail to pay when due and payable or when declared due and payable (in each case whether at the stated maturity, by acceleration or otherwise), including, pursuant to Section 2.7, (i) all or any portion of the principal amount of the Loans or (ii) within three Business Days after the due date thereof, interest, Applicable Premium or any other Obligations (whether of fees and charges due to Lender or other amounts constituting Obligations); or

(b) [**reserved**]; or

(c) any Loan Party shall default in the observance or performance of any agreement contained in Sections 5.5(a) (with respect to Borrower only), 5.7, 5.9(a), 5.11; or 5.15 (first sentence only) or in Article VI; or an "Event of Default" under and as defined in any Mortgage shall have occurred; or

(d) any Loan Party shall default in the observance or performance of any material covenant or agreement made in any Loan Document to which it is a party (other than a covenant or agreement, a default in the observance or performance of which is specifically dealt with elsewhere in this Section 7.1), or any DGOC Reorg Party shall default in the observance or performance of any material covenant or agreement made in the Reorganization Agreement, or any representation or warranty of any Loan Party made in any Loan Document to which it is a party or in any certificate or other writing delivered pursuant hereto or in connection herewith, or any representation or warranty of any DGOC Reorg Party made in the Reorganization Agreement, proving to have been incorrect in any material respect as of the time when the same shall have been made, and such default shall continue or not be cured, or the circumstance or condition in respect of which such representation or warranty was incorrect shall not have been eliminated or otherwise cured, for a period of thirty (30) days after the earlier of (i) Knowledge of Borrower or any other Loan Party, or any DGOC Reorg Party, as the case may be, of such default or incorrect representation or warranty or (ii) receipt by Borrower from Lender, of a written notice specifying such default or incorrect representation or warranty and requiring it to be remedied and stating that such notice is a notice of Default hereunder, delivered by registered or certified mail; provided, however, notwithstanding the foregoing, any such breach of any covenant or agreement or representation or warranty by any Loan Party or any DGOC Reorg Party, as the case may be, shall not constitute an Event of Default after such thirty (30) day period (and the notice described above need not be delivered) if (x) Borrower or any other applicable Loan Party or the applicable DGOC Reorg Party has commenced in a diligent manner a cure of such breach and (y) such remedial action could not reasonably have been expected to fully cure such breach within such thirty (30) days, but could reasonably be expected to be implemented and fully cure such breach within an additional thirty (30) days (but in no event shall the total cure period exceed a total of ninety (90) days); provided, further, however, upon the occurrence of any such event, each of Borrower or such other Loan Party or the applicable DGOC Reorg Party, as applicable, shall not be relieved from using its best efforts to perform its obligations in a timely manner in accordance with the terms of this Agreement, the other Loan Documents or the Reorganization Agreement, as applicable, and Borrower, such other Loan Party or the DGOC Reorg Parties, as applicable, shall provide Lender prompt notice of such failure or delay by it or them, as applicable, together with a description of its efforts to so perform its obligations; or

(e) any Loan Party shall (i) default in making any payment of any principal or interest of any Indebtedness on which such Loan Party is obligated (including, any Guarantee Obligation, but excluding the Loans and other Obligations) on the scheduled or original due date with respect thereto after giving effect to any applicable cure or grace periods; or (ii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness (including any Guarantee Obligation but excluding the Obligations), any Obligation in respect of any Hedging Agreement or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or beneficiary of such Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, with the giving of notice if required, such Indebtedness to become due prior to its stated maturity or to become subject to a mandatory offer to purchase by the obligor thereunder or (in the case of any such Indebtedness constituting a Guarantee Obligation) to become payable; provided that a default, event or condition described in clause (i) or (ii) of this paragraph (e) shall not at any time constitute an Event of Default unless, at such time, one or more defaults, events or conditions of the type described in clauses (i) and (ii) of this paragraph (e) shall have occurred and be continuing with respect to Indebtedness the outstanding principal amount of which exceeds in the aggregate $1,000,000; or

(f) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of any Loan Party or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Loan Party or for a substantial part of their respective assets, and, in any such case, such proceeding or petition shall continue undismissed for 90 days or an order or decree approving or ordering any of the foregoing shall be entered; or

(g) any Loan Party shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (f) of this Section, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Loan Party or for a substantial part of their respective assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing; or

(h) any Services Provider Credit Event shall occur and no Successor Services Provider acceptable to Lender has been designated by a Loan Party within sixty (60) days; or

(i) one or more judgments or decrees shall be entered against any Loan Party involving for the Loan Parties taken as a whole a liability (not paid or fully covered by insurance as to which the relevant insurance company has acknowledged coverage) of $1,000,000 or more, and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within 60 days from the entry thereof; or

(j) any of the Security Documents shall cease, for any reason (other than by reason of the express release thereof pursuant to Section 9.16 or due to Lender or another Secured Party's failure to take necessary action), to be in full force and effect or any Loan Party or any Affiliate of any Loan Party shall so assert; as a result of action taken or omitted to be taken by any Loan Party, Lender shall fail to have the Acceptable Security Interests in the Collateral required pursuant to Section 5.12, which failure is not remedied within five days after notice thereof to Borrower from Lender; or any provision of any Loan Document shall at any time for any reason be declared to be null and void, or the validity or enforceability thereof shall be contested by any Loan Party, or a proceeding shall be commenced by any Loan Party or by any Governmental Authority having jurisdiction over any Loan Party, seeking to establish the invalidity or unenforceability thereof, or any Loan Party shall deny that any Loan Party has any liability or obligation purported to be created under any Loan Document; or

(k) [**reserved**]; or

(l) any Services Provider Default described in Section 4.2(a) of the Management Services Agreement shall occur; or

(m) any Change of Control shall occur; or

(n) any Services Provider Change of Control shall occur and no Successor Services Provider acceptable to Lender has been designated by a Loan Party within sixty (60) days;

then, and in any such event, (A) if such event is an Event of Default specified in clause (f) or (g) of this Section with respect to Borrower, automatically the Commitments shall immediately terminate and the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents shall immediately become due and payable, and (B) if such event is any other Event of Default, either or both of the following actions may be taken, at the same or different times: (i) Lender may, at its option, by notice to Borrower declare the Commitments to be terminated forthwith, whereupon the Commitments shall immediately terminate; and (ii) Lender may, at its option, by notice to Borrower, declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by Borrower.

7.2 Remedies. Upon the occurrence and during the continuance of an Event of Default, Lender shall be entitled to exercise any and all remedies available under the Security Documents or otherwise available under applicable law or otherwise.

ARTICLE VIII
SECURED PARTIES

8.1 Collateral Matters.

(a) Lender is authorized 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 actions with respect to any Collateral or Security Documents which may be necessary to perfect and maintain Acceptable Security Interests in and Liens upon the Collateral granted pursuant to the Security Documents. Lender is further authorized 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 (other than enforcement actions requiring the consent of, or request by, the Secured Parties as set forth in Section 9.1) in exigent circumstances as may be reasonably necessary to preserve any rights or privileges of the Secured Parties under the Loan Documents or applicable Requirements of Law. By accepting the benefit of the Liens granted pursuant to the Security Documents, each Secured Party not party hereto hereby agrees to the terms of this Section 8.1.

(b) Notwithstanding anything contained in any of the Loan Documents to the contrary, Lender and each Secured Party hereby agree that no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce any Guarantee Obligations, it being understood and agreed that all powers, rights and remedies hereunder and under the Security Documents may be exercised solely by Lender on behalf of the Secured Parties in accordance with the terms hereof. By accepting the benefit of the Liens granted pursuant to the Security Documents, each Secured Party not party hereto hereby agrees to the terms of this Section 8.1(b).

ARTICLE IX
MISCELLANEOUS

9.1 Amendments and Waivers. Neither this Agreement nor any other Loan Document nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 9.1. Lender and each Loan Party that is party to the relevant Loan Document may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents (including amendments and restatements hereof or thereof) for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights of Lender or of the Loan Parties hereunder or thereunder or (b) waive, on such terms and conditions as may be specified in the instrument of waiver, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall consent to the assignment or transfer by Borrower of any of its rights and obligations under this Agreement and the other Loan Documents, or (except as specified in Section 9.16) release all or substantially all of the Collateral, in each case without the consent of all Secured Parties.

Any such waiver and any such amendment, supplement or modification shall be binding upon the Loan Parties, Lender and all future holders of the Loans, but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon. Any such waiver, amendment, supplement or modification shall be effected by a written instrument signed by the parties required to sign pursuant to the foregoing provisions of this Section 9.1; provided, however, that delivery of an executed signature page of any such instrument by facsimile transmission or in portable document format (.pdf) shall be effective as delivery of a manually executed counterpart thereof.

9.2 Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by facsimile), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three Business Days after being deposited in the mail, postage prepaid, or, in the case of facsimile notice, when received, addressed (a) in the case of Borrower or Lender, as follows or (b) in the case of any party, to such other address as such party may hereafter notify to the other parties hereto:

Borrower:	DP Bluegrass LLC 1800 Corporate Drive Birmingham, AL 35242 Attention: Eric Williams Email: ewilliams@dgoc.com
with a copy to (which copy shall not constitute notice):	DP Bluegrass LLC 414 Summers Street Charleston, WV 25301 Attention: Benjamin Sullivan Email: bsullivan@dgoc.com
Lender:	Munich Re Reserve Risk Financing, Inc. c/o Munich Re Trading LLC 1790 Hughes Landing Blvd., Suite 275 The Woodlands, Texas 77380 Attention: George Carrick Facsimile: (832) 592-0053 Email: George.Carrick@mrtl.com
with a copy to (which copy shall not constitute notice):	Munich Re Reserve Risk Financing, Inc. c/o Munich Re Trading LLC 1790 Hughes Landing Blvd., Suite 275 The Woodlands, Texas 77380 Attention: JannaLyn Allen Facsimile: (832) 592-0053 Email: JannaLyn.Allen@mrtl.com

provided that any notice, request or demand to or upon Lender shall not be effective until received.

Lender or 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. Lender hereby agrees to accept notices hereunder (including notices pursuant to Section 2.2) by electronic mail in portable document format (.pdf).

9.3 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder 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 are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

9.4 Survival of Representations and Warranties. All representations and warranties made herein, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans hereunder.

9.5 Payment of Expenses. Whether or not the Closing Date occurs, Borrower agrees to:

(a) pay or reimburse Lender on demand for all of its reasonable out-of-pocket costs and expenses incurred in connection with the development, preparation and execution of, and any amendment, supplement, waiver or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including, the reasonable fees and disbursements and other charges of counsel and consultants to Lender; and

(b) pay or reimburse Lender on demand for all of their respective costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Loan Documents and any other documents prepared in connection herewith or therewith, including, the fees and disbursements of counsel (including the allocated fees and disbursements and other charges of in-house counsel) to Lender and of counsel to Lender; provided that Borrower shall not be obligated to pay or reimburse Lender for any such costs or expenses incurred by Lender prior to the Closing Date that are in excess of $250,000 and attributable to (i) the development, preparation and execution of this Agreement and the other Loan Documents and (ii) any due diligence conducted with respect to the transactions contemplated hereby.

9.6 Indemnification; Waiver.

(a) BORROWER SHALL, AND DOES HEREBY INDEMNIFY, LENDER (AND ANY SUB-AGENT THEREOF), AND EACH OFFICER, DIRECTOR, EMPLOYEE, AGENT, ATTORNEY-IN-FACT AND AFFILIATE 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), INCURRED BY ANY INDEMNITEE OR ASSERTED AGAINST ANY INDEMNITEE BY ANY THIRD PARTY OR BY ANY LOAN PARTY OR ANY SUBSIDIARY OF A LOAN PARTY ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF (I) 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, THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, AND THE ADMINISTRATION OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, (II) ANY AND ALL RECORDING AND FILING FEES WHICH MAY BE PAYABLE OR DETERMINED TO BE PAYABLE IN CONNECTION WITH THE EXECUTION AND DELIVERY OF, OR CONSUMMATION OR ADMINISTRATION OF ANY OF THE TRANSACTIONS CONTEMPLATED BY, OR ANY AMENDMENT, SUPPLEMENT OR MODIFICATION OF, OR ANY WAIVER OR CONSENT UNDER OR IN RESPECT OF, THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND ANY SUCH OTHER DOCUMENTS, (III) ANY ACTUAL OR ALLEGED PRESENCE OR RELEASE OF HAZARDOUS MATERIALS ON OR FROM ANY PROPERTY OWNED OR OPERATED BY ANY LOAN PARTY OR ANY SUBSIDIARY OF A LOAN PARTY, OR ANY ENVIRONMENTAL LIABILITY RELATED IN ANY WAY TO ANY LOAN PARTY OR ANY SUBSIDIARY OF A LOAN PARTY, (IV) THE USE BY UNAUTHORIZED PERSONS OF INFORMATION OR OTHER MATERIALS SENT THROUGH ELECTRONIC, TELECOMMUNICATIONS OR OTHER INFORMATION TRANSMISSION SYSTEMS THAT ARE INTERCEPTED BY SUCH PERSONS OR (V) 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 ANY LOAN PARTY OR ANY SUBSIDIARY OF A LOAN PARTY, **AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO, IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE NEGLIGENCE OF THE INDEMNITEE** (ALL THE FOREGOING IN THIS CLAUSE (A), COLLECTIVELY, THE "***INDEMNIFIED LIABILITIES***"); PROVIDED THAT BORROWER SHALL HAVE NO OBLIGATION HEREUNDER TO ANY INDEMNITEE WITH RESPECT TO INDEMNIFIED LIABILITIES TO THE EXTENT SUCH INDEMNIFIED LIABILITIES ARE FOUND BY A FINAL AND NONAPPEALABLE DECISION OF A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED SOLELY AND PROXIMATELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE. NO INDEMNITEE SHALL BE LIABLE FOR ANY DAMAGES ARISING FROM THE USE BY UNAUTHORIZED PERSONS OF INFORMATION OR OTHER MATERIALS SENT THROUGH ELECTRONIC, TELECOMMUNICATIONS OR OTHER INFORMATION TRANSMISSION SYSTEMS THAT ARE INTERCEPTED BY SUCH PERSONS **(EXCEPT TO THE EXTENT SUCH DAMAGES ARE FOUND BY A FINAL AND NONAPPEALABLE DECISION OF A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE) OR FOR ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE LOANS.** NOTWITHSTANDING THE FOREGOING, THIS SECTION 9.6(A) SHALL NOT APPLY WITH RESPECT TO TAXES OTHER THAN ANY TAXES THAT REPRESENT LOSSES, CLAIMS OR DAMAGES ARISING FROM ANY NON-TAX CLAIM.

(b) WITHOUT LIMITING THE FOREGOING, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AGREES NOT TO ASSERT AND TO CAUSE ITS SUBSIDIARIES NOT TO ASSERT, AND HEREBY WAIVES AND AGREES TO CAUSE ITS SUBSIDIARIES SO TO WAIVE (I) ANY CLAIM AGAINST 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 LOAN OR THE USE OF THE PROCEEDS THEREOF AND (II) ALL RIGHTS FOR CONTRIBUTION OR ANY OTHER RIGHTS OF RECOVERY WITH RESPECT TO ALL CLAIMS, DEMANDS, PENALTIES, FINES, LIABILITIES, SETTLEMENTS, DAMAGES, COSTS AND EXPENSES OF WHATEVER KIND OR NATURE, UNDER OR RELATED TO ENVIRONMENTAL LAWS, THAT ANY OF THEM MIGHT HAVE BY STATUTE OR OTHERWISE AGAINST ANY INDEMNITEE.

(c) ALL AMOUNTS DUE UNDER THIS SECTION 9.6 SHALL BE PAYABLE NOT LATER THAN TEN DAYS AFTER WRITTEN DEMAND THEREFOR. STATEMENTS REFLECTING AMOUNTS PAYABLE BY BORROWER PURSUANT TO THIS SECTION 9.6 SHALL BE SUBMITTED TO BORROWER AT THE ADDRESS OF BORROWER SET FORTH IN SECTION 9.2, OR TO SUCH OTHER PERSON OR ADDRESS AS MAY BE HEREAFTER DESIGNATED BY BORROWER IN A NOTICE TO LENDER. THE AGREEMENTS IN THIS SECTION 9.6 SHALL SURVIVE PAYMENT IN FULL.

9.7 Successors and Assigns; Participations and Assignments. This Agreement shall be binding upon and inure to the benefit of Borrower, Lender, all future holders of the Loans and their respective successors and assigns, except that Borrower may not assign or transfer any of its respective rights or obligations under this Agreement without the prior written consent of Lender (and any attempted assignment or transfer by Borrower without such consent shall be null and void). Unless an Event of Default shall have occurred and is continuing, Lender shall not assign its interests herein and to the Loans without the prior written consent of Borrower (which consent shall not be unreasonably withheld, conditioned or delayed). In addition to its rights as a Secured Party, for so long as MRTL is a Qualified Counterparty, MRTL shall be an express third-party creditor beneficiary under Sections 2.9 and 2.15 hereof.

9.8 Adjustments; Set off. In addition to any rights and remedies of Lender provided by law, Lender shall have the right, without prior notice to Borrower, any such notice being expressly waived by Borrower to the extent permitted by applicable law, upon any amount becoming due and payable by Borrower hereunder (whether at the stated maturity, by acceleration or otherwise), to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, Indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender, any branch or agency thereof or any Affiliate thereof to or for the credit or the account of Borrower. Lender agrees to notify promptly Borrower after any such setoff and application made by Lender, provided that the failure to give such notice shall not affect the validity of such setoff and application.

9.9 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or in portable document format (.pdf) shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with Borrower and Lender.

9.10 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9.11 Integration; Construction.

(a) This Agreement and the other Loan Documents represent the entire agreement of Borrower and Lender with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

(b) Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

9.12 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT (INCLUDING ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF TEXAS.

9.13 Submission To Jurisdiction; Waivers. Borrower hereby irrevocably and unconditionally:

(a) submits for itself and its Property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of Texas located in the County of Harris, the courts of the United States of America for the Southern District of Texas, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to Borrower at its address set forth in Section 9.2 or at such other address of which Lender shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO IN THIS SECTION 9.13 ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

9.14 Acknowledgments. Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) Lender has no fiduciary relationship with or duty to Borrower or any Subsidiary thereof arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between and Borrower and its Subsidiaries in connection herewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among Borrower and its Subsidiaries and Lender.

9.15 Confidentiality. Lender agrees to keep confidential all non-public information provided to it pursuant to this Agreement that is designated as confidential; provided that nothing herein shall prevent Lender from disclosing any such information (a) to any Affiliate of any thereof, (b) to any of its employees, directors, agents, attorneys, accountants and other professional advisors, (c) to any financial institution that is a direct or indirect contractual counterparty in swap agreements or such contractual counterparty's professional advisor (so long as such contractual counterparty or professional advisor to such contractual counterparty agrees to be bound by the provisions of this Section), (d) upon the request or demand of any Governmental Authority having jurisdiction over it, (e) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, (f) if requested or required to do so in connection with any litigation or similar proceeding, (g) that has been publicly disclosed other than in breach of this Section 9.15, (h) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about Lender's investment portfolio in connection with ratings issued with respect to Lender or (i) in connection with the exercise of any remedy hereunder or under any other Loan Document. Notwithstanding anything to the contrary in the foregoing sentence or any other express or implied agreement, arrangement or understanding, the parties hereto hereby agree that, from the commencement of discussions with respect to the financing provided hereunder, any party hereto (and each of its employees, representatives, or agents) is permitted to disclose to any and all Persons, without limitation of any kind, the tax structure and tax aspects of the transactions contemplated hereby, and all materials of any kind (including opinions or other tax analyses) related to such tax structure and tax aspects.

9.16 Release of Collateral and Guarantee Obligations.

(a) Notwithstanding anything to the contrary contained herein or in any other Loan Document, upon request of Borrower in connection with any Disposition of Property permitted by the Loan Documents (other than any Disposition of all or substantially all Property), Lender shall take such actions as shall be required to release its security interest in any Collateral that is, or owned by any Person all the Capital Stock of which is, being Disposed of in such Disposition, and to release any Guarantee Obligations under any Loan Document of any Person being Disposed of in such Disposition, to the extent necessary to permit consummation of such Disposition in accordance with the Loan Documents; provided that Borrower shall have delivered to Lender, at least ten Business Days prior to the date of the proposed release (or such shorter period agreed to by Lender), a written request for release identifying the relevant Collateral being Disposed of in such Disposition and the terms of such Disposition in reasonable detail, including the date thereof, the price thereof and any expenses in connection therewith, together with a certification by Borrower stating that such transaction is in compliance with this Agreement and the other Loan Documents and that the proceeds of such Disposition will be applied in accordance with this Agreement and the other Loan Documents.

(b) Notwithstanding anything to the contrary contained herein or any other Loan Document, upon Security Termination and request of Borrower, Lender shall (without notice to, or vote or consent of, any Lender or any Qualified Counterparty that is a party to any Qualified Hedging Agreement) take such actions as shall be required to release its security interest in all Collateral, and to release all Guarantee Obligations provided for in any Loan Document. Any such release of Guarantee Obligations shall be deemed subject to the provision that such Guarantee Obligations shall be reinstated if after such release any portion of any payment in respect of the Obligations guaranteed thereby shall be rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Borrower or Pledgor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, Borrower or Pledgor or any substantial part of its Property, or otherwise, all as though such payment had not been made.

9.17 Interest Rate Limitation.

(a) It is the intention of the parties hereto that each Lender shall conform strictly to usury laws applicable to it. Accordingly, if the transactions contemplated hereby would be usurious as to any Lender under laws applicable to it (including the laws of the United States of America and the laws of any State whose laws may be mandatorily applicable to such Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in any of the Loan Documents or any agreement entered into in connection with or as security for the Loans, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under law applicable to any Lender that is contracted for, taken, reserved, charged or received by such Lender under any of the Loan Documents or agreements or otherwise in connection with the Loans shall under no circumstances exceed the maximum amount allowed by such applicable law, and any excess shall be canceled automatically and if theretofore paid shall be credited by such Lender on the principal amount of the Indebtedness (or, to the extent that the principal amount of the Indebtedness shall have been or would thereby be paid in full, refunded by such Lender to Borrower); and (ii) in the event that the maturity of the Loans is accelerated by reason of an election of the holder thereof resulting from any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to any Lender may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall be canceled automatically by such Lender as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited by such Lender on the principal amount of the Indebtedness (or, to the extent that the principal amount of the Indebtedness shall have been or would thereby be paid in full, refunded by such Lender to Borrower). All sums paid or agreed to be paid to any Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to such Lender, be amortized, prorated, allocated and spread throughout the stated term of the Loans until Payment in Full so that the rate or amount of interest on account of any Loans hereunder does not exceed the maximum amount allowed by such applicable law.

(b) If at any time and from time to time (i) the amount of interest payable to any Lender on any date shall be computed at the Highest Lawful Rate applicable to such Lender pursuant to this Section 9.17 and (ii) in respect of any subsequent interest computation period the amount of interest otherwise payable to such Lender would be less than the amount of interest payable to such Lender computed at the Highest Lawful Rate applicable to such Lender, then the amount of interest payable to such Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to such Lender until the total amount of interest payable to such Lender shall equal the total amount of interest which would have been payable to such Lender if the total amount of interest had been computed without giving effect to this Section 9.17.

9.18 Accounting Changes. In the event that any "Accounting Change" (as defined below) shall occur and such change results in a change in the method of calculation of financial covenants, standards or terms in this Agreement, then Borrower and Lender agree to enter into negotiations in order to amend such provisions of this Agreement so as to equitably reflect such Accounting Change with the desired result that the criteria for evaluating the consolidated financial condition of Borrower shall be the same after such Accounting Change as if such Accounting Change had not been made. Until such time as such an amendment shall have been executed and delivered by Borrower and Lender, all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Change had not occurred. "***Accounting Change***" refers to any change in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC.

9.19 Waivers of Jury Trial. BORROWER AND LENDER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN (IN EACH CASE, WHETHER FOR CLAIMS SOUNDING IN CONTRACT OR IN TORT OR OTHERWISE). EACH PARTY HEREBY CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OF COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS, AND ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATION CONTAINED IN THIS SECTION 9.19.

9.20 Customer Identification – USA PATRIOT Act Notice. Lender (for itself and not on behalf of any other party) hereby notifies the Loan Parties that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56, signed into law October 26, 2001 (the "***Patriot Act***"), it is required to obtain, verify and record information that identifies the Loan Parties, which information includes the name and address of the Loan Parties and other information that will allow Lender to identify the Loan Parties in accordance with the Patriot Act.

9.21 Flood Insurance Provisions. In no event is any Building (as defined in the applicable Flood Laws) or Manufactured (Mobile) Home (as defined in the applicable Flood Laws) included in the definitions of "Mortgaged Property" and "Collateral" and no Building or Manufactured (Mobile) Home is encumbered by the Security Documents or any other Loan Document.

9.22 Acknowledgment 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 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 entity, 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.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

DP BLUEGRASS LLC

By: /s/ Benjamin M. Sullivan
Name: Benjamin M. Sullivan
Title: Executive Vice President & General Counsel

[Signature Page to Credit Agreement]

MUNICH RE RESERVE RISK FINANCING, INC.

By: /s/ George Carrick
Name: George Carrick
Title: President

By: /s/ Justin Moers
Name: Justin Moers
Title: Vice President

[Signature Page to Credit Agreement]

Disclosure Schedules to Credit Agreement

Schedule Number	Description
1.1(a)	Schedule of Mortgaged Properties
1.1(b)	Scheduled Debt Service Payment Amount
1.1(c)	Specified Wells
2.1	Commitments
3.1(b)	Guarantee Obligations
3.3	Compliance with Laws
3.4	Consents, Authorizations, Filings and Notices
3.6	Existing Indebtedness
3.9	Real Property
3.12	Taxes
3.17	Capital Stock Ownership
3.21(a)-1	Security Agreement and Pledge Agreement UCC Filing Jurisdictions
3.21(a)-2	UCC Financing Statements to Remain on File
3.21(a)-3	UCC Financing Statements to be Terminated
3.21(b)	Mortgage Filing Jurisdictions
3.23	Gas Imbalances
3.27	Sale of Production
3.29	Bank Accounts
3.31	Material Contracts
3.32	Burdensome Restrictions
4.1(f)	Summary of Insurance
5.11	Commodity Price Protection

[**Schedules and Exhibits Omitted**]

Exhibit 4.24

CERTAIN INFORMATION IN THIS DOCUMENT, MARKED BY [***] HAS BEEN EXCLUDED. SUCH EXCLUDED INFORMATION IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED.

Execution Version

INDENTURE

between

DIVERSIFIED ABS LLC,
as Issuer

and

UMB BANK, N.A.,
as Indenture Trustee and Securities Intermediary

Dated as of November 13, 2019

TABLE OF CONTENTS

THIS INDENTURE dated as of November 13, 2019 (as it may be amended and supplemented from time to time, this "Indenture") is between Diversified ABS LLC, a Pennsylvania limited liability company (the "Issuer"), and UMB Bank, N.A., a national banking association, as indenture trustee and not in its individual capacity (the "Indenture Trustee") and as Securities Intermediary (as defined herein).

Each party agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Holders of the Issuer's 5.00% Notes and the Hedge Counterparties:

GRANTING CLAUSE

The Issuer hereby Grants to the Indenture Trustee on the Closing Date, as Indenture Trustee for the benefit of the Holders of the Notes and the Hedge Counterparties, all of the Issuer's right, title and interest, whether now or hereafter acquired, and wherever located, in and to (a) the Assets and all monies received thereon and in respect thereof after the Cutoff Date; (b) the Issuer Accounts and Hedge Collateral Accounts and all funds on deposit in, and "financial assets" (as such term is defined in the UCC as from time to time in effect), instruments, money, and other property credited to or on deposit in the Issuer Accounts and Hedge Collateral Accounts, from time to time, including the Liquidity Reserve Account Initial Deposit, and in all investments and proceeds thereof (including all income thereon); (d) the Management Services Agreement; (e) the Hedge Agreements; (f) each Joint Operating Agreement; (g) the Back-up Management Agreement; (h) the Separation Agreement; (i) the Plan of Division; (j) the Statement of Division; (k) the Holdings Pledge Agreement, (l) each other Basic Document to which it is a party and (m) all proceeds of any and all of the foregoing insofar as relating to the Assets and all present and future claims, demands, causes of action and choses in action in respect of any or all of the foregoing insofar as relating to the Assets and all payments on or under and all proceeds of every kind and nature whatsoever in respect of any or all of the foregoing insofar as relating to the Assets, including all proceeds of the conversion thereof, voluntary or involuntary, into cash or other liquid property, all cash proceeds, accounts, accounts receivable, notes, drafts, acceptances, chattel paper, checks, deposit accounts, insurance proceeds, condemnation awards, rights to payment of any and every kind and other forms of obligations and receivables, instruments, general intangibles and other property which at any time constitute all or part of or are included in the proceeds of any of the foregoing (collectively, the "Collateral").

The foregoing Grant is made in trust to secure the payment of principal of and interest on, and any other amounts owing in respect of, the Notes and payments due to the Hedge Counterparties under the applicable Hedge Agreements (including any termination payments and any other amounts owed thereunder), equally and ratably without prejudice, priority or distinction, and to secure compliance with the provisions of this Indenture, all as provided in this Indenture.

The Indenture Trustee, as Indenture Trustee on behalf of the Holders of the Notes and each Hedge Counterparty, acknowledges such Grant, and accepts the trusts under this Indenture in accordance with the provisions of this Indenture and agrees to perform its duties required in this Indenture.

ARTICLE I

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.1 Definitions.

Certain capitalized terms used in this Indenture shall have the respective meanings assigned to them in Part I of Appendix A attached hereto. All references herein to "the Indenture" or "this Indenture" are to this Indenture as it may be amended, supplemented or modified from time to time, the exhibits hereto and the capitalized terms used herein which are defined in such Appendix A. All references herein to Articles, Sections, subsections and exhibits are to Articles, Sections, subsections and exhibits contained in or attached to this Indenture unless otherwise specified. All terms defined in this Indenture shall have the defined meanings when used in any certificate, notice, Note or other document made or delivered pursuant hereto unless otherwise defined therein. The rules of construction set forth in Part II of such Appendix A shall be applicable to this Indenture.

ARTICLE II

THE NOTES

Section 2.1 Form.

(a) The Notes, together with the Indenture Trustee's certificate of authentication, shall be in substantially the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may, consistently herewith, be determined by the officers of the Issuer executing such Notes, as evidenced by their execution of the Notes. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

(b) The Definitive Notes shall be typewritten, printed, lithographed or engraved or produced by any combination of these methods (with or without steel engraved borders), all as determined by the officers of the Issuer executing such Notes, as evidenced by their execution of such Notes.

(c) Each Note shall be dated the date of its authentication. The terms of the Notes set forth in Exhibit A are part of the terms of this Indenture.

Section 2.2 Execution, Authentication and Delivery.

(a) The Notes shall be executed on behalf of the Issuer by any of its authorized officers. The signature of any such authorized officer on the Notes may be manual or facsimile.

(b) Notes bearing the manual or facsimile signature of individuals who were at any time authorized officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Notes or did not hold such offices at the date of such Notes.

(c) The Indenture Trustee shall upon receipt of an Issuer Order authenticate and deliver the Notes for original issue in an aggregate initial principal amount of $200,000,000. The aggregate principal amount of the Notes outstanding at any time may not exceed such amount except as provided in Section 2.6.

(d) Each Note shall be dated the date of its authentication. Except as otherwise described in this paragraph, the Notes shall be issuable as registered Notes in minimum denominations of $1,000,000 and in integral multiples of $1,000 in excess thereof. Notwithstanding any other provision in this Indenture or the Note Purchase Agreement, transfers of ownership or beneficial interests or participations in the Notes shall not be recognized if the result of such a transfer or participation is the creation of ownership or beneficial ownership of such Note in a principal amount that is less than the minimum denominations set forth in this Section 2.2.

(e) No Note shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Note a certificate of authentication substantially in the form provided for herein executed by the Indenture Trustee by the manual signature of one of its authorized signatories, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly authenticated and delivered hereunder.

Section 2.3 [*Reserved*].

Section 2.4 Transfer Restrictions on Notes.

(a) No transfer of any Note or any interest therein (including, without limitation, by pledge or hypothecation) shall be made except in compliance with the restrictions on transfer set forth in this Section 2.4 (including the applicable legend to be set forth on the face of each Note as provided in the Exhibits to this Indenture). Any resale, pledge or other transfer of any of the Notes contrary to the restrictions set forth above and elsewhere in this Indenture shall be deemed void ab initio by the Issuer and Indenture Trustee.

(b) Notwithstanding anything to the contrary contained herein, each Note and this Indenture may be amended or supplemented to modify the restrictions on and procedures for resale and other transfers of the Notes to reflect any change in applicable Law or regulation (or the interpretation thereof) or in practices relating to the resale or transfer of restricted securities generally as determined by the Issuer. Each Noteholder shall, by its acceptance of such Note, have agreed to any such amendment or supplement.

(c) As of the date of this Indenture, the Notes have not been registered under the Securities Act and will not be listed on any exchange. No Note shall be transferred or assigned, and no interest in any Note shall be transferred or assigned, unless the Noteholder and the transferee or assignee, as applicable, comply with the terms and conditions of this Section 2.4. No transfer of a Note shall be made unless such transfer is made pursuant to an effective registration statement under the Securities Act and any applicable state securities Laws or is exempt from the registration requirements under the Securities Act and such state securities Laws. Except in a transfer to Diversified or by Diversified to an Affiliate thereof, in the event that a transfer is to be made in reliance upon an exemption from the Securities Act and state securities Laws, in order to assure compliance with the Securities Act and such Laws, the Noteholder desiring to effect such transfer and such Noteholder's prospective transferee shall each certify to the Issuer, the Indenture Trustee and Diversified in writing the facts surrounding the transfer in substantially the forms set forth in Exhibit B (the "Transferor Certificate") and Exhibit C (the "Investment Letter"). Each Noteholder desiring to effect such a transfer shall, by its acceptance of such Note, have agreed to indemnify the Issuer, the Indenture Trustee and Diversified (in any capacity) against any liability that may result if the transfer is not so exempt or is not made in accordance with federal and state securities Laws.

(d) Subject to the other terms and provisions hereof, any Noteholder may at any time grant to any participant participations in all or part of the payments due to it, and its rights under this Indenture and the Note Purchase Agreement, in a minimum amount that is not less than the minimum denominations set forth in Section 2.2. No participant shall be entitled to receive any amount in excess of the amount the participating Noteholder would be entitled to receive hereunder or any of the other Basic Documents. In connection with any such transfer to a participant, such Noteholder, at its sole discretion but subject to Section 21 of the Note Purchase Agreement, shall be entitled to distribute to any participant any information furnished to such Noteholder pursuant to the Note Purchase Agreement or the Indenture so long as the participant holds a participation or similar interest in the obligation due to such Noteholder in respect of the Noteholder's respective Note. Each Noteholder, by acceptance of a Note, acknowledges and agrees that any such participation will not alter or affect in any way whatsoever such Noteholder's direct obligations hereunder or under the Note Purchase Agreement and that, other than as set forth in this Section 2.4(d), none of the Issuer, the Indenture Trustee, the Manager or any other Person shall have any obligation to have any communication or relationship whatsoever with any participant of such Noteholder in order to enforce the obligations of such Noteholder hereunder and under the Note Purchase Agreement. Each Noteholder shall provide prior written notice to the Issuer and Diversified in writing of the identity and interest of each participant upon any such participation. Such Noteholder shall provide the Issuer and Diversified with respect to each participant appropriately executed copies of the forms required by this Section 2.4 and Section 2.12 with respect to itself and the related participant, treating the participant as though it were a Noteholder, and including any amendments and resubmissions, (A) prior to or promptly after any such participation and (B) upon the occurrence of any event which would require the amendment or resubmission of any such form previously provided hereunder. Any participation shall be subject to the Noteholder's compliance with, and causing the participant to comply with, the restrictions on transfer of Notes set forth herein as though a participant were a Noteholder, and the purchaser acknowledgements set forth herein, as though such participant were a Noteholder. Notwithstanding anything herein to the contrary, neither the Indenture Trustee nor the Note Registrar shall have any duty to monitor, record or register any participation in a Note or any transfer of such participation, and regardless of whether the Indenture Trustee or Note Registrar has knowledge of such a participation, the Indenture Trustee and the Note Registrar shall be entitled to deal solely with the Noteholders for all purposes under this Indenture.

(e) By acquiring a Note, each purchaser, transferee and owner of a beneficial interest in such Note will be deemed to represent that either (1) it is not acquiring the Notes with the assets of any Plan or (2) the acquisition and holding of such Notes will not give rise to a nonexempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of Similar Law. Each Note will bear a legend reflecting such deemed representation.

Section 2.5 Registration; Registration of Transfer and Exchange.

(a) The Issuer shall cause a note registrar (the "Note Registrar") to keep a register (the "Note Register") in which the Note Registrar shall provide for the registration of Notes and the registration of transfers of Notes. All Notes shall be maintained in "registered form" under Treasury Regulation Section 5f.103-1(c), proposed Treasury Regulation Section 1.163-5 and any applicable temporary, final or other successor regulations. The name and address of each Holder of the Notes, each transfer thereof and the name and address of each transferee of one or more Notes shall be recorded in such Note Register, together with the principal amount (and stated interest) of the Notes owing to the Holder of the Notes. Prior to due presentment for registration of transfer, the person in whose name any Note shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof, and the Note Registrar shall not be affected by any notice or knowledge to the contrary. No transfer shall be effective unless recorded in the Note Register. The Indenture Trustee initially shall be the Note Registrar for the purpose of registering Notes and transfers of Notes as herein provided. Upon any resignation of any Note Registrar, the Issuer shall promptly appoint a successor or, if it elects not to make such an appointment, assume the duties of Note Registrar.

(b) If a Person other than the Indenture Trustee is appointed by the Issuer as Note Registrar, the Issuer will give the Indenture Trustee and the Noteholders prompt written notice of the appointment of such Note Registrar and of the location, and any change in the location, of the Note Register, and the Indenture Trustee shall have the right to inspect the Note Register at all reasonable times and to obtain copies thereof, and the Indenture Trustee shall have the right to rely upon a certificate executed on behalf of the Note Registrar by an Executive Officer thereof as to the names and addresses of the Holders of the Notes and the principal amounts and number of such Notes; provided that, upon the reasonable request of any Noteholder, the Note Registrar and the Indenture Trustee shall provide a copy of such certificate to such Noteholder.

(c) Upon surrender for registration of transfer of any Note at the office or agency of the Issuer to be maintained as provided in Section 4.2, the Issuer shall execute, and the Indenture Trustee shall authenticate and the Noteholder shall obtain from the Indenture Trustee, in the name of the designated transferee or transferees, one or more new Notes in any authorized denominations, of a like aggregate principal amount.

(d) At the option of the Holder, Notes may be exchanged for other Notes in any authorized denominations, of a like aggregate principal amount, upon surrender of the Notes to be exchanged at such office or agency. Whenever any Notes are so surrendered for exchange the Issuer shall execute, and the Indenture Trustee shall authenticate and the Noteholder shall obtain from the Indenture Trustee, the Notes which the Noteholder making the exchange is entitled to receive.

(e) All Notes issued upon any registration of transfer or exchange of Notes shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Notes surrendered upon such registration of transfer or exchange.

(f) Every Note presented or surrendered for registration of transfer or exchange shall be duly endorsed by, or be accompanied by a written instrument of transfer in form satisfactory to the Note Registrar duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing, with such signature guaranteed by an "eligible guarantor institution" meeting the requirements of the Note Registrar, which requirements may include membership or participation in the Securities Transfer Agent's Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Note Registrar in addition to, or in substitution for, STAMP.

(g) No service charge shall be made to a Holder for any registration of transfer or exchange of Notes, but the Issuer or the Note Registrar may require payment by such Holder of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Notes, other than exchanges pursuant to Section 9.4 not involving any transfer.

The preceding provisions of this Section 2.5 notwithstanding, the Issuer shall not be required to make and the Note Registrar need not register transfers or exchanges of Notes selected for redemption or of any Note for a period of fifteen (15) days preceding the due date for any payment with respect to the Note. Any purported transfer of a Note not in accordance with this Section 2.5 shall be null and void and shall not be given effect for any purpose whatsoever.

Notwithstanding anything herein to the contrary, the Indenture Trustee shall not be responsible for ascertaining whether any transfer complies with, or for otherwise monitoring or determining compliance with, the requirements or terms of the Securities Act, applicable state securities laws, ERISA, the Code or any other applicable Law.

Section 2.6 Mutilated, Destroyed, Lost or Stolen Notes.

(a) If (i) any mutilated Note is surrendered to the Indenture Trustee or Note Registrar, or the Indenture Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (ii) there is delivered to the Indenture Trustee such security or indemnity as may be required by it to hold the Issuer and the Indenture Trustee harmless, then, in the absence of notice to the Issuer, the Note Registrar or the Indenture Trustee that such Note has been acquired by a protected purchaser, the Issuer shall execute, and upon its request the Indenture Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a replacement Note; provided, however, that if any such destroyed, lost or stolen Note, but not a mutilated Note, shall have become or within seven (7) days shall be due and payable, or shall have been called for redemption, instead of issuing a replacement Note, the Issuer may pay such destroyed, lost or stolen Note when so due or payable or upon the Redemption Date without surrender thereof. If, after the delivery of such replacement Note or payment of a destroyed, lost or stolen Note pursuant to the proviso to the preceding sentence, a protected purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the Issuer and the Indenture Trustee shall be entitled to recover such replacement Note (or such payment) from the Person to whom it was delivered or any Person taking such replacement Note from such Person to whom such replacement Note was delivered or any assignee of such Person, except a protected purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Issuer or the Indenture Trustee in connection therewith.

(b) Upon the issuance of any replacement Note under this Section 2.6, the Issuer may require the payment by the Holder of such Note of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other reasonable expenses (including the fees and expenses of the Indenture Trustee) connected therewith.

(c) Every replacement Note issued pursuant to this Section 2.6 in replacement of any mutilated, destroyed, lost or stolen Note shall constitute an original additional contractual obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

(d) The provisions of this Section 2.6 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

Section 2.7 Persons Deemed Owner. Prior to due presentment for registration of transfer of any Note, the Issuer, the Indenture Trustee and any agent of the Issuer or the Indenture Trustee may treat the Person in whose name any Note is registered (as of the day of determination) as the owner of such Note for the purpose of receiving payments of principal of and interest, if any, on such Note and for all other purposes whatsoever, whether or not such Note be overdue, and none of the Issuer, the Indenture Trustee or any agent of the Issuer or the Indenture Trustee shall be affected by notice or knowledge to the contrary.

Section 2.8 Payment of Principal and Interest; Defaulted Interest.

(a) The Notes shall accrue interest during the related Interest Accrual Period at the Interest Rate, and such interest shall be payable on each Payment Date in accordance with the priorities set forth in Section 8.6. Interest on the Notes will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

(b) The Issuer will pay interest on the Notes at the Interest Rate on each Payment Date on the principal amount of the Notes outstanding on the preceding Payment Date (after giving effect to all payments of principal made on the preceding Payment Date). Any installment of interest or principal payable on a Note that is punctually paid or duly provided for by the Issuer on the applicable Payment Date shall be paid to the Person in whose name such Note (or one or more Predecessor Notes) is registered on the Record Date by wire transfer in immediately available funds to the account designated by such person or nominee and except for the final installment of principal payable with respect to such Note on a Payment Date or on the applicable Final Scheduled Payment Date (and except for the Redemption Price or Change of Control Redemption Price, as applicable, for any Note called for redemption pursuant to Section 10.1) which shall be payable as provided below.

(c) Prior to the occurrence of an Event of Default and a declaration in accordance with Section 5.2 that the Notes have become immediately due and payable, the Outstanding Amount of the Notes shall be payable in full on the Final Scheduled Payment Date and, to the extent of funds available therefor, in installments on the Payment Dates (if any) preceding the Final Scheduled Payment Date, in the amounts and in accordance with the priorities set forth in Section 8.6(ii).

(d) Notwithstanding the foregoing, the entire unpaid principal amount of the Notes shall be due and payable, if not previously paid, on the date on which an Event of Default shall have occurred and be continuing, and either (i) the Indenture Trustee (at the direction of the Majority Noteholders) or the Majority Noteholders have declared the Notes to be immediately due and payable in the manner provided in Section 5.2 or (ii) such Event of Default arises as a result of an event set forth in Section 5.1(a)(iv) or (v). In such case, principal shall be paid in accordance with the priorities set forth in Section 8.6(ii). The Indenture Trustee shall notify the Person in whose name a Note is registered at the close of business on the Record Date preceding the Payment Date on which the Issuer expects that the final installment of principal of and interest on such Note will be paid. Such notice shall be mailed or transmitted by facsimile prior to such final Payment Date and shall specify that such final installment will be payable only upon presentation and surrender of such Note and shall specify the place where such Note may be presented and surrendered for payment of such installment. Notices in connection with redemptions of Notes shall be mailed to Noteholders as provided in Section 10.2.

(e) If the Issuer defaults in a payment of interest on the Notes, the Issuer shall pay defaulted interest (plus interest on such defaulted interest to the extent lawful) at the Interest Rate plus an additional rate of 2.00% per annum default rate, in any lawful manner. The Issuer may pay such defaulted interest to the persons who are Noteholders on a subsequent special record date, which date shall be at least five (5) Business Days prior to the Payment Date. The Issuer shall fix or cause to be fixed any such special record date and Payment Date, and, at least fifteen (15) days before any such special record date, the Issuer shall mail to each Noteholder a notice that states the special record date, the Payment Date and the amount of defaulted interest to be paid.

Section 2.9 Cancellation. All Notes surrendered for payment, registration of transfer, exchange or redemption shall, if surrendered to any Person other than the Indenture Trustee, be delivered to the Indenture Trustee and shall be promptly cancelled by the Indenture Trustee. The Issuer may at any time deliver to the Indenture Trustee for cancellation any Notes previously authenticated and delivered hereunder which the Issuer may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly cancelled by the Indenture Trustee. No Notes shall be authenticated in lieu of or in exchange for any Notes cancelled as provided in this Section 2.9, except as expressly permitted by this Indenture. All cancelled Notes may be held or disposed of by the Indenture Trustee in accordance with its standard retention or disposal policy as in effect at the time unless the Issuer shall direct by an Issuer Order that they be returned to it; provided, that such Issuer Order is timely and the Notes have not been previously disposed of by the Indenture Trustee. To the extent any Rating Agency rates the Notes, the Indenture Trustee shall provide notice to each Rating Agency of all cancelled Notes.

Section 2.10 Release of Collateral. Subject to Section 12.1 and the terms of the Basic Documents, and other than any distribution to the Issuer pursuant to Section 8.6(i)(L), Section 8.6(ii)(F) or Section 8.7(d), the Indenture Trustee shall release property from the lien of this Indenture only in accordance with the terms of this Indenture and upon receipt of (i) an Issuer Request accompanied by an Officer's Certificate of the Issuer stating that such release is permitted by the terms of this Indenture and that the conditions precedent to such release have been satisfied and (ii) in the event the Issuer requests a release of all or substantially all of the Collateral, a written consent to such release from the Hedge Counterparty.

Section 2.11 Definitive Notes. The Notes, upon original issuance, will be in the form of Definitive Notes. Upon the issuance of Definitive Notes, the Indenture Trustee shall recognize the Holders of the Definitive Notes as Noteholders.

Section 2.12 Tax Treatment.

(a) The Issuer has entered into this Indenture, and the Notes will be issued, with the intention that, for federal, state and local income, single business and franchise tax purposes, the Notes will qualify as indebtedness secured by the Collateral. Each Noteholder, by its acceptance of a Note, agrees to treat Notes (other than Notes held by any equity holder of the Issuer (including any entity whose separate existence from the Issuer or the equity holder of the Issuer is disregarded for federal income tax purposes), any other persons who are members of an "expanded group" or "modified expanded group" with the Issuer within the meaning of the Treasury Regulations under Section 385 of the Code, but only so long as such Notes are held by such person, or as otherwise required by law) for all purposes including federal, state and local income, single business and franchise tax purposes as indebtedness of the Issuer.

(b) Each Noteholder, by its acceptance of a Note agrees to provide to the Person from whom it receives payments on the Notes (including the Paying Agent) the Noteholder Tax Identification Information and, upon request, to the extent FATCA Withholding Tax is applicable, the Noteholder FATCA Information.

(c) Each Noteholder, by its acceptance of a Note, agrees that the Indenture Trustee has the right to withhold any amounts (properly withholdable under Law and without any corresponding gross-up) payable to a Noteholder or holder of an interest in a Note that fails to comply with the requirements of Section 2.12(b).

Section 2.13 CUSIP Numbers. The Issuer shall obtain "CUSIP" numbers in connection with the Notes. The Indenture Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Noteholders; provided, that any such notice may state that no representation is made as to the correctness of such "CUSIP" numbers either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes and any such redemption shall not be affected by any defect in or omission of such numbers. The Issuer will promptly notify the Indenture Trustee in writing of any change in the "CUSIP" numbers.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

The Issuer represents and warrants as of the Closing Date as follows:

Section 3.1 Organization and Good Standing.

The Issuer (i) is duly organized, validly existing, and in good standing under the Laws of the State of Pennsylvania and (ii) will be duly qualified in Kentucky, Ohio, Tennessee, Virginia and West Virginia within five (5) Business Days of the Closing Date, and (iii) has full power and authority under its Organizational Documents to conduct its business as it is now being conducted, and to own or use the properties and assets that it purports to own or use.

Section 3.2 Authority; No Conflict.

(a) The execution, delivery, and performance of this Indenture and the Basic Documents and the performance of the Contemplated Transactions have been duly and validly authorized in accordance with the Organizational Documents of the Issuer, as applicable.

(b) This Indenture has been duly executed and delivered by the Issuer and all instruments executed and delivered by the Issuer at or in connection with the Closing have been duly executed and delivered by the Issuer.

(c) This Indenture constitutes the legally valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and or other similar Laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at Law).

(d) Neither the execution and delivery of this Indenture by the Issuer nor the consummation or performance of any of the Contemplated Transactions or Basic Documents by the Issuer shall, directly or indirectly (with or without notice or lapse of time or both):

(i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of the Issuer, as applicable, or (B) any resolution adopted by the board of directors, board of managers, stockholders, members, or partners of the Issuer, as applicable;

(ii) in any material respect, contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to notification of or to challenge any of the Contemplated Transactions or Basic Documents, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any Contract or agreement or any Law or Order to which the Issuer, or any of the Assets, may be subject;

(iii) in any material respect, contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that relates to the Assets; or

(iv) result in the imposition or creation of any Encumbrance or give rise to any right of termination, cancellation, or acceleration under any of the terms, conditions, or provisions of any Lease, Contract, note, bond, mortgage, indenture, license, or other material agreement with respect to any of the Assets, other than any Encumbrance or Lien arising in favor of the Indenture Trustee pursuant to the Basic Documents.

Section 3.3 Legal Proceedings; Orders. Except as set forth on Schedule 3.3 hereto, there is no pending Proceeding against the Issuer or any of its Affiliates (a) that relates to or may affect any of the Assets that could reasonably be expected to have a Material Adverse Effect; or (b) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise materially interfering with, any of the Contemplated Transactions or Basic Documents. To the Issuer's Knowledge, (x) no Proceeding of the type referenced above has been Threatened, (y) there is no Order adversely affecting the use or ownership of the Assets to which the Issuer, or any of the Assets, is subject, and (z) there is no Order or Proceeding restraining, enjoining, or otherwise prohibiting or making illegal the consummation of the Contemplated Transactions or Basic Documents or which could reasonably be expected to result in a material diminution of the benefits contemplated by this Indenture or the Contemplated Transactions or Basic Documents.

Section 3.4 Compliance with Laws and Governmental Authorizations.

(a) The Assets have been owned in all material respects in accordance with all Laws of all Governmental Bodies having or asserting jurisdiction relating to the ownership and operation thereof, including the production of Hydrocarbons attributable thereto.

(b) Except as set forth on Schedule 3.4(b) hereto, to the Knowledge of the Diversified Parties, all necessary Governmental Authorizations with regard to the ownership of the Issuer's interest in the Assets have been obtained and no violations exist or have been recorded in respect of such Governmental Authorizations.

(c) Neither the Issuer nor its Affiliates have received any written notice of any violation of any Laws or of any Governmental Authorization in connection with the ownership of the Assets that has not been corrected or settled, and there are no Proceedings pending or, to the Issuer's Knowledge, threatened that might result in any material modification, revocation, termination or suspension of any Governmental Authorization or which would require any material corrective or remedial action by the Issuer or any of its Affiliates.

Section 3.5 Title to Property; Leases. The Issuer has good and sufficient title to its properties that individually or in the aggregate are material, including all such properties purported to have been acquired by the Issuer from Diversified pursuant to the Separation Agreement, in each case free and clear of Liens other than Permitted Liens.

Section 3.6 Vesting of Title to the Wellbore Interests. Pursuant to the Asset Vesting Documents, title to the Wellbore Interests will vest in the Issuer, and the Issuer will have valid legal and beneficial title thereto, in each case subject to no prior Lien, mortgage, security interest, pledge, adverse claim, charge or other encumbrance, other than the Permitted Liens. Prior to the Separation, Diversified had valid legal and beneficial title to the Wellbore Interests and had not assigned to any Person any of its right, title or interest in any Wellbore Interests, other than any in connection with any Liens that are being released on or before the Closing Date or any Permitted Liens.

Section 3.7 Compliance with Leases. The Issuer is in compliance in all material respects with each Lease to the extent relating to an Asset, including all express and implied covenants thereunder. No material written demands or notices of default or non-compliance or dispute (including those received electronically) with respect to a Lease to the extent relating to an Asset have been issued to or received by the Issuer that remain uncured or outstanding.

Section 3.8 Material Indebtedness. The Issuer does not have any material Indebtedness other than Permitted Indebtedness.

Section 3.9 Employee Benefit Plans. Except as set forth on Section 3.7 hereto, neither the Issuer nor, to the extent it would reasonably be expected to have a Material Adverse Effect, any ERISA Affiliate maintains or has ever maintained any Plans (including any Non-U.S. Plan) or has ever had any obligations to make any contribution to a Multiemployer Plan.

Section 3.10 Use of Proceeds; Margin Regulations. The Issuer will apply the proceeds of the sale of the Notes hereunder (i) to finance the acquisition of the Assets pursuant to the Separation Agreement, (ii) to fund the Liquidity Reserve Account, (iii) to pay transaction fees and expenses related to the issuance of the Notes, and (iv) for general limited liability company purposes. No part of the proceeds from the sale of the Notes hereunder will be used, directly or indirectly, for the purpose of buying or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System (12 CFR 221), or for the purpose of buying or carrying or trading in any Securities under such circumstances as to involve the Issuer in a violation of Regulation X of said Board (12 CFR 224) or to involve any broker or dealer in a violation of Regulation T of said Board (12 CFR 220).

Section 3.11 Existing Indebtedness; Future Liens.

(a) The Issuer has no outstanding Indebtedness other than Permitted Indebtedness. There are no outstanding Liens on any property of the Issuer other than Permitted Liens.

(b) Except for Permitted Liens, the Issuer has not agreed or consented to cause or permit any of its property, whether now owned or hereafter acquired, to be subject to a Lien that secures Indebtedness or to cause or permit in the future (upon the happening of a contingency or otherwise) any of its property, whether now owned or hereafter acquired, to be subject to a Lien that secures Indebtedness.

(c) Other than the Basic Documents, the Issuer is not a party to, or otherwise subject to any provision contained in, any instrument evidencing Indebtedness of the Issuer, any agreement relating thereto or any other agreement (including its charter or any other Organizational Document) which limits the amount of, or otherwise imposes restrictions on the incurring of, Indebtedness of the Issuer.

Section 3.12 Foreign Assets Control Regulations, Etc.

(a) Neither the Issuer nor any Controlled Entity (i) is a Blocked Person, (ii) has been notified that its name appears (or may in the future appear) on a State Sanctions List or (iii) to Issuer's Knowledge, is a target of sanctions that have been imposed by the United Nations or the European Union.

(b) Neither the Issuer nor any Controlled Entity (i) has violated, been found in violation of, or been charged or convicted under, any applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws or Anti-Corruption Laws or (ii) to the Issuer's Knowledge, is under investigation by any Governmental Body for possible violation of any applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws or Anti-Corruption Laws.

(c) No part of the proceeds from the sale of the Notes hereunder:

(i) constitutes or will constitute funds obtained on behalf of any Blocked Person or will otherwise be used by the Issuer or any Controlled Entity, directly or indirectly, (A) in connection with any investment in, or any transactions or dealings with, any Blocked Person, (B) for any purpose that would cause any Purchaser to be in violation of any U.S. Economic Sanctions Laws, or (C) otherwise in violation of any U.S. Economic Sanctions Laws;

(ii) will be used, directly or indirectly, in violation of, or cause any Purchaser to be in violation of, any applicable Anti-Money Laundering Laws; or

(iii) will be used, directly or indirectly, for the purpose of making any improper payments, including bribes, to any Governmental Official or commercial counterparty in order to obtain, retain or direct business or obtain any improper advantage, in each case which would be in violation of, or cause any Purchaser to be in violation of, any applicable Anti-Corruption Laws.

(d) The Issuer and its Affiliates have established procedures and controls which they reasonably believe are adequate (and otherwise comply with applicable Law) to ensure that the Issuer and each Controlled Entity is and will continue to be in compliance with all applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws and Anti-Corruption Laws.

Section 3.13 Status under Certain Statutes. The Issuer is not subject to regulation under the Investment Company Act of 1940, the Public Utility Holding Company Act of 2005, the ICC Termination Act of 1995, or the Federal Power Act.

Section 3.14 Single Purpose Entity. The Issuer (i) has been formed and organized solely for the purpose of entering into the Basic Documents to which it is a party, and performing its obligations thereunder (including entering into certain agreements in connection therewith), (ii) has not engaged in any business unrelated to clause (i) above, and (iii) does not have any other assets other than those related to its activities in accordance with clause (i) above.

Section 3.15 Solvency. The Issuer is solvent, has capital not unreasonably small in relation to its business or any contemplated or undertaken transaction and has assets having a value both at fair valuation and at present fair saleable value greater than the amount required to pay its debts as they become due and greater than the amount that will be required to pay its probable liability on its existing debts as they become absolute and matured. The Issuer does not intend to incur, or believe that it will incur, debts beyond its ability to pay such debts as they become due. The Issuer does not believe that it will be rendered insolvent by the execution and delivery of, and performance of its obligations under, this Indenture, the Notes and the other Basic Documents to which it is a party. The Issuer does not intend to hinder, delay or defraud its creditors by or through the execution and delivery of, or performance of its obligations under, this Indenture, the Notes or the other Basic Documents to which it is a party.

Section 3.16 Security Interest. The Indenture, together with the Mortgages, creates in favor of the Indenture Trustee, as security for the payment of principal of and interest on, and any other amounts owing in respect of, the Notes and the Hedge Agreements (including any termination payments and any other amounts owed thereunder) and for the performance of the provisions of this Indenture, a security interest in or mortgage or deed of trust on all of the right, title, and interest, whether now owned or hereafter acquired, of the Issuer in, to, and under the Collateral. Upon the filing of the applicable UCC-1 financing statements and the Mortgages, all action has been taken as is necessary to perfect such security interest or mortgage or deed of trust, and such security interest, mortgage or deed of trust is of first priority.

ARTICLE IV

COVENANTS

Section 4.1 Payment of Principal and Interest. The Issuer will duly and punctually pay the principal of and interest, if any, on the Notes in accordance with the terms of the Notes and this Indenture. Without limiting the foregoing, subject to and in accordance with Section 8.6, the Indenture Trustee shall distribute all amounts on deposit in the Collection Account and allocated for distribution to the Noteholders on a Payment Date pursuant to Article VIII hereof for the benefit of the Notes, to the Noteholders. Amounts properly withheld under the Code by any Person from a payment to any Noteholder of interest and/or principal shall be considered as having been paid by the Issuer to such Noteholder for all purposes of this Indenture.

Section 4.2 Maintenance of Office or Agency. The Issuer will maintain in the United States, an office or agency where Notes may be surrendered for registration of transfer or exchange, and where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served. Such office or agency will initially be at Corporate Trust Office of the Indenture Trustee, and the Issuer hereby initially appoints the Indenture Trustee to serve as its agent for the foregoing purposes. The Indenture Trustee will give prompt written notice to the Issuer and, to the extent that any Rating Agency rates the Notes, each such Rating Agency of any change in the location of any such office or agency. If at any time the Issuer shall fail to maintain any such office or agency or shall fail to furnish the Indenture Trustee with the address thereof, such surrenders, notices and demands may be made or served at the Corporate Trust Office, and the Issuer hereby appoints the Indenture Trustee as its agent to receive all such surrenders, notices and demands; provided, that the Indenture Trustee shall not be deemed an agent of the Issuer for service of process.

Section 4.3 Money for Payments to Be Held on behalf of the Noteholders and Hedge Counterparties. All payments of amounts due and payable with respect to any Notes and Hedge Agreements that are to be made from amounts withdrawn from the Collection Account pursuant to Section 8.6 shall be made on behalf of the Issuer by the Indenture Trustee or by another Paying Agent, and no amounts so withdrawn from the Collection Account for payments of Notes and Hedge Agreements shall be paid over to the Issuer except as provided in Section 8.6.

Section 4.4 Compliance With Law. The Issuer will comply with all Laws and regulations to which it is subject (including ERISA, Environmental Laws, and the USA PATRIOT Act) and will obtain and maintain in effect all licenses, certificates, permits, franchises and other governmental authorizations necessary to the ownership of its properties or to the conduct of its businesses, in each case to the extent necessary to ensure compliance in all material respects with such Laws, ordinances or governmental rules or regulations and requirements to obtain or maintain in effect such licenses, certificates, permits, franchises and other governmental authorizations.

Section 4.5 Insurance. From and after the Closing Date, the Issuer will maintain (or cause to be maintained), with financially sound and reputable insurers, insurance with respect to its properties and businesses against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is customary in the case of entities of established reputations engaged in the same or a similar business and similarly situated, and, within sixty (60) days after the Closing Date, the Issuer shall cause the Indenture Trustee to be named as a loss payee or an additional insured. For the avoidance of doubt, any proceeds received by the Issuer or the Manager for the benefit of the Issuer with respect to any claim under such insurance policy shall be deemed to be Collections with respect to the Collection Period in which such proceeds are received and promptly deposited into the Collections Account.

Section 4.6 No Change in Fiscal Year. Without the consent of the Majority Noteholders, the Issuer shall not (i) permit its fiscal year to end on a day other than December 31, (ii) change its method of determining fiscal quarters or make or permit any change in accounting policies or reporting practices, except as required by or in accordance with IFRS, or (iii) change its federal employer identification number, except, in each case, for any such changes that are not materially adverse to the Holders or the Hedge Counterparties.

Section 4.7 Payment of Taxes and Claims. The Issuer will file all U.S. federal and state and any other material Tax returns required to be filed in any jurisdiction and to pay and discharge all Taxes shown to be due and payable on such returns and all other Taxes, assessments, governmental charges, or levies imposed on them or any of their properties, assets, income or franchises, to the extent the same have become due and payable and before they have become delinquent and all claims for which sums have become due and payable that have or might become a Lien on properties or assets of the Issuer; provided, that Issuer need not pay any such Tax, assessment, charge, levy or claim if the amount, applicability or validity thereof is contested in good faith by the Issuer.

Section 4.8 Existence. Subject to Section 4.17, the Issuer will at all times preserve and keep (i) its limited liability company existence in full force and effect and (ii) all foreign qualifications of the Issuer and all rights and franchises of the Issuer.

Section 4.9 Books and Records. The Issuer will maintain or cause to be maintained proper books of record and account in conformity with IFRS and all applicable requirements of any Governmental Body having legal or regulatory jurisdiction over the Issuer. The Issuer will keep or cause to be kept books, records and accounts that, in reasonable detail, accurately reflect all transactions and dispositions of assets. The Issuer or one of its Affiliates has devised a system of internal accounting controls sufficient to provide reasonable assurances that the Issuer's books, records, and accounts accurately reflect all transactions and dispositions of assets, and such a system shall be maintained.

Section 4.10 Performance of Material Agreements. From and after the Closing Date, the Issuer will at all times in all material respects (i) observe and perform all obligations, covenants and agreements to be performed by it under, and comply with all conditions under, each material agreement including each Lease to which it is or becomes a party in accordance with the terms thereof and (ii) subject to the terms of this Indenture, diligently exercise, enforce, defend and protect its rights under, and take any action required to collect any and all sums due to it under, each material agreement including each Lease to which it is or becomes a party.

Section 4.11 Maintenance of Lien. From and after the Closing Date and for so long as the Notes and Hedge Agreements are outstanding, the Issuer will, at its expense, timely take or cause to be taken all action required to maintain and preserve the perfection and first priority of the Lien on the Collateral granted under this Indenture and the Mortgages (subject to Permitted Liens).

Section 4.12 Further Assurances. From time to time the Issuer will perform or cause to be performed any other act as required by Law and will execute or cause to be executed any and all further instruments that may be required by Law or reasonably necessary (or reasonably requested by the Indenture Trustee) in order to create, perfect and protect the Lien of the Indenture Trustee on or in the Collateral. The Issuer will promptly do, execute, acknowledge and deliver, or cause to be promptly done, executed, acknowledged and delivered, all such further acts, deeds, conveyances, mortgages, assignments, transfers and assurances as the Indenture Trustee or any Noteholder may reasonably require for the creation, perfection and priority of the Liens being herein provided for (subject to Permitted Liens). The Issuer will pay or cause to be paid all filing, registration and recording Taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of this Indenture, and of any instrument of further assurance, and all federal or state stamp Taxes and other material Taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Indenture, the other Basic Documents and such instruments of further assurance.

Section 4.13 Use of Proceeds. The Issuer shall apply the proceeds of the sale of the Notes solely as provided in Section 3.10.

Section 4.14 Separateness.

(a) The Issuer will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due and payable, except for expenses paid on its behalf pursuant to contractual arrangements providing for operating, maintenance or administrative services.

(b) The Issuer will observe all limited liability company or organizational formalities, maintain books, records, financial statements and bank accounts separate from those of its Affiliates, except as permitted by this Indenture and the other Basic Documents. The Issuer's assets will not be listed as assets on the financial statement of any other entity except as required by IFRS; provided, however, that appropriate notation shall be made on any consolidated statements to indicate its separateness from any Affiliates and to indicate that its assets and credit are not available to satisfy the debt and other obligations of such Affiliate or any other Person except as otherwise contemplated by the Basic Documents.

(c) The Issuer will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate). The Issuer will conduct and operate its business and in its own name.

(d) Other than as contemplated in the Joint Operating Agreement and the Agency Agreement, the Issuer will hold all of its assets in its own name and will not commingle its funds and other assets with those of any Affiliate.

(e) The Issuer will not conduct the business of or act on behalf of any other Person (except as required by the Basic Documents).

(f) The Issuer (i) will at all times have at least one (1) duly elected Independent manager or member and (ii) so long as the Notes and Hedge Agreements remain outstanding, shall not remove or replace any Independent manager or member without cause and only after providing the Indenture Trustee, each Noteholder and each Hedge Counterparty with no less than three (3) days' prior written notice of (A) any proposed removal of such Independent manager or member, and (B) the identity of the proposed replacement, together with a certification that such replacement satisfies the requirements for an Independent manager or member in the organizational documents for the Issuer. The Issuer will not institute proceedings to be adjudicated bankrupt or insolvent, consent to the institution of bankruptcy or insolvency proceedings against it, or file, or consent to, a petition seeking reorganization or relief under any applicable federal or state Law relating to bankruptcy or insolvency, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of Issuer or any substantial part of its property, or make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take limited liability company action in furtherance of any such action without the affirmative vote of at least one (1) duly elected Independent manager or member; provided, however, irrespective of such affirmative vote, the occurrence of any of the foregoing is subject to Section 5.1(a)(iv), Section 5.1(a)(v), and any other terms herein or any of the Basic Documents.

(g) The Issuer will be, and at all times will hold itself out to the public and all other Persons as, a legal entity separate and distinct from any other Person (including any Affiliate), correct any known misunderstanding regarding its status as a separate entity, conduct business solely in its own name, and not identify itself as a division of any of its Affiliates or any of its Affiliates as a division of the Issuer (except for income tax purposes). The Issuer will conduct and operate its business and in its own name.

(h) The Issuer will not permit its name to be used by any Affiliate of the Issuer in the conduct of such Affiliate's business, and will not use the name of any Affiliate in the conduct of the Issuer's business.

(i) The Issuer will file its own tax returns, if any, as may be required under applicable Law, to the extent (1) not part of a consolidated group filing a consolidated return or returns or (2) not treated as a division for tax purposes of another taxpayer, and pay any taxes required to be paid under applicable Law.

(j) Subject to Section 4.15, the Issuer will maintain its assets, including the Collateral, in such a manner that it would not be costly or difficult to identify, segregate or ascertain its assets from those of any other Person.

(k) The Issuer will maintain an arm's length relationship with its Affiliates, and not enter into any transaction with any Affiliate unless such transaction is (i) on such terms and conditions (including terms relating to amounts paid thereunder) as would be generally available if such business transaction were with an entity that was not an Affiliate in comparable transactions, and (ii) pursuant to enforceable agreements.

(l) The Issuer will not hold out its credit or assets as being available to satisfy the obligations of others nor guarantee the obligation of any Person.

(m) The Issuer will maintain adequate capital in light of its contemplated business purpose, transactions, and liabilities (provided, that no member of the Issuer shall have any obligation to make any contribution of capital to the Issuer).

(n) The Issuer will not grant a security interest in its assets to secure the obligations of any other Person.

(o) The Issuer will not, directly or indirectly, engage in any business or activity other than the actions that are both (i) required or permitted to be performed under Section 3.1 of its limited liability company agreement and (ii) permitted by the terms of the Basic Documents.

(p) The Issuer will not incur any indebtedness, liability, obligation, or expense, or own any assets, other than in each case those that are both (i) necessary to achieve the purposes set forth in Section 3.1 of its limited liability company agreement and (ii) permitted by the Basic Documents;

(q) The Issuer will not make or permit to remain outstanding any loan or advance to, or own or acquire any stock or securities of, any Person, other than as permitted by the Basic Documents;

(r) The Issuer will maintain complete records of all transactions (including all transactions with any Affiliate);

(s) The Issuer will comply with all requirements of applicable Law regarding its operations and shall comply with the provisions of this Indenture and its Organizational Documents; and

(t) The Issuer will not form, acquire, or hold any Subsidiary.

Section 4.15 Transactions with Affiliates. The Issuer will not enter into directly or indirectly any transaction or group of related transactions (including the purchase, lease, sale or exchange of properties of any kind or the rendering of any service) with any Affiliate, except as contemplated by the Basic Documents and except in the ordinary course and pursuant to the reasonable requirements of the Issuer's business and upon fair and reasonable terms no less favorable to the Issuer than would be obtainable in a comparable arm's length transaction with a Person not an Affiliate.

Section 4.16 Merger, Consolidation, Etc. The Issuer will not consolidate with or merge with any other Person or convey, transfer or lease all or substantially all of its assets in a single transaction or series of transactions to any Person unless:

(a) the successor formed by such consolidation or the survivor of such merger or the Person that acquires by conveyance, transfer or lease all or substantially all of the assets of the Issuer as an entirety, as the case may be, shall be a solvent entity organized and existing under the Laws of the United States or any state thereof (including the District of Columbia), and, if the Issuer is not such entity, (i) such entity shall have executed and delivered to each holder of any Notes, the Indenture Trustee and each Hedge Counterparty a supplemental indenture or other agreement evidencing its assumption of the due and punctual performance and observance of each covenant and condition of this Indenture, the Notes and the other Basic Documents and (ii) such entity shall have caused to be delivered to the Indenture Trustee an opinion of nationally recognized independent counsel, or other independent counsel reasonably satisfactory to the Indenture Trustee, the Majority Noteholders and the Hedge Counterparties, to the effect that all agreements or instruments effecting such assumption and the supplemental indenture or other agreement are enforceable in accordance with their terms and comply with the terms hereof, that all conditions in this Indenture with respect to such merger, consolidation, conveyance, transfer, or lease have been satisfied and that such consolidation, merger, conveyance, transfer or lease of assets shall not have a material adverse effect on the Notes;

(b) immediately before and immediately after giving effect to such transaction or each transaction in any such series of transactions, (1) no Default, Event of Default or Material Manager Default shall have occurred and be continuing, (2) the Indenture Trustee shall have, for its own benefit and the equal and ratable benefit of the Holders and the Hedge Counterparties, a legal, valid and enforceable first priority Lien on all of the Collateral (subject to Permitted Liens), and (3) the Issuer shall not be in breach of Section 4.14; and

(c) to the extent that the Notes are rated by a Rating Agency, the Issuer shall have delivered, or caused to be delivered, an update to each Private Letter Rating from each applicable Rating Agency evidencing that there has been, and will be, no downgrade in the rating then assigned to the Notes as a result of such transaction.

Nothing contained herein shall prohibit, limit or restrict the foreclosure of the Liens of this Indenture in connection with the exercise of remedies in accordance with the terms of this Indenture.

Section 4.17 Lines of Business. The Issuer will not at any time engage in any business other than those related to the ownership of the Assets and the transactions contemplated by this Indenture and the other Basic Documents to which it is a party and other activities reasonably incidental thereto; provided, however, that the Issuer shall not engage in any business or activity or enter into any contractual arrangement (other than any business or activity in which the Issuer is engaged on the Closing Date) that would (i) subject the Holders or any Hedge Counterparty to regulation or oversight by any Governmental Body (other than the Governmental Bodies which regulate companies engaged in the oil and gas industry, insurance companies and, following foreclosure, regulations applicable to assets held as a result of such foreclosure) or cause the Holders or any Hedge Counterparty to breach any Law or regulation or guideline of any Governmental Body or require Holders or any Hedge Counterparty to obtain a consent, waiver or clarification by any Governmental Body or (ii) cause any of the representations and warranties of the Issuer contained in any of the Basic Documents to be inaccurate as of the date made or deemed made.

Section 4.18 Economic Sanctions, Etc. Neither the Issuer nor any Controlled Entity will (a) become (including by virtue of being owned or controlled by a Blocked Person), own or control a Blocked Person or (b) directly or indirectly have any investment in or engage in any dealing or transaction (including any investment, dealing or transaction involving the proceeds of the Notes) with any Person if such investment, dealing or transaction (i) would cause any Noteholder, any Hedge Counterparty or any affiliate of such Holder or Hedge Counterparty to be in violation of, or subject to sanctions under, any applicable U.S. Economic Sanctions Laws, Anti-Corruption Laws or Anti-Money Laundering Laws, or (ii) is prohibited by or subject to sanctions under any U.S. Economic Sanctions Laws.

Section 4.19 Liens. The Issuer will not, directly or indirectly, create, incur, assume or permit to exist (upon the happening of a contingency or otherwise) any Lien on or with respect to any of its property or assets (including the Collateral), whether now owned or held or hereafter acquired, or any income or profits therefrom, or assign or otherwise convey any right to receive income or profits, except for Permitted Liens.

Section 4.20 Sale of Assets, Etc. The Issuer will not sell, transfer, convey, assign, exchange or dispose of any of its properties or assets in any single transaction or series of related transactions of any individual asset, or group of related assets, other than Permitted Dispositions; provided, however, that in the event any Permitted Disposition could reasonably be expected to have a material adverse effect on the Hedge Counterparty, the Issuer shall obtain the prior written consent of the Hedge Counterparty to such Permitted Disposition.

Section 4.21 Permitted Indebtedness. The Issuer will not create, guarantee, assume or suffer to exist, or in any manner be or become liable in respect of, any Indebtedness of any kind or character, other than the following (such Indebtedness being referred to as "Permitted Indebtedness"):

(a) Indebtedness owing under this Indenture, the Notes or any other Basic Document, including the Hedge Agreements;

(b) Operating Expenses;

(c) obligations incurred in the ordinary course of its business specified in Section 4.17 in an aggregate amount not to exceed $1,000,000 at any one time; and

(d) other Indebtedness with the prior written consent of the Majority Noteholders.

Section 4.22 Amendment to Organizational Documents. The Issuer will not, and will not permit any party to, amend, modify or otherwise change (i) any material provision of the Issuer's Organizational Documents or (ii) its jurisdiction of organization, its location of principal place of business or its name, in each case, without the prior written consent of the Majority Noteholders; provided, however, that the Issuer may amend, modify or otherwise change any provision of the Issuer's Organizational Documents to: (i) cure any ambiguity, (ii) correct or supplement any provision in a manner consistent with the intent of the Issuer's Organizational Documents and the other Basic Documents or (iii) otherwise amend, modify or change any immaterial provision of the Issuer's Organizational Documents, in each case, without obtaining the consent of the Majority Noteholders, but with delivery of an Officer's Certificate to the Indenture Trustee stating that such amendment is so permitted under one or more of the foregoing clauses (i)-(iii) of this proviso.

Section 4.23 No Loans. The Issuer will not, directly or indirectly, make any loan or advance to any Person, other than Permitted Investments.

Section 4.24 Permitted Investments; Subsidiaries. The Issuer will not make any Investments other than (a) any Investment in Permitted Investments of monies in any Issuer Account and (b) obligations of account debtors to the Issuer arising in the ordinary course of business, and (c) Investments received as consideration from any Permitted Disposition. Without limiting the generality of the foregoing, the Issuer will not create any Subsidiaries or enter into any partnership or joint venture.

Section 4.25 Employees; ERISA. The Issuer will not maintain any employees or maintain any Plan or incur or suffer to exist any obligations to make any contribution to a Multiemployer Plan.

Section 4.26 Tax Treatment. Neither the Issuer, nor any party otherwise having the authority to act on behalf of the Issuer, is authorized to, or will, make the election described in U.S. Treasury Regulations Section 301.7701-3(a) to treat the Issuer as an association taxable as a corporation for U.S. federal income tax purposes, or a similar election under any U.S. state or local Law. The Issuer will treat the Notes (other than Notes held by any equity holder of the Issuer (including any entity whose separate existence from the Issuer or the equity holder of the Issuer is disregarded for federal income tax purposes), any other persons who are members of an "expanded group" or "modified expanded group" with the Issuer within the meaning of the Treasury Regulations under Section 385 of the Code, but only so long as such Notes are held by such person, or as otherwise required by law) and this Indenture as debt, and not as an equity interest in the Issuer, for all purposes (including federal, state and local income Tax purposes).

Section 4.27 Replacement of Manager or Indenture Trustee. In the event that the Manager or the Indenture Trustee shall be terminated or shall resign, the Issuer shall appoint a replacement manager or indenture trustee satisfactory to the Majority Noteholders as soon as reasonably practicable, but in any event within thirty (30) days following such delivery of notice of any such resignation or termination.

Section 4.28 Hedge Agreements. The Issuer shall enter into Hedge Agreements that have the effect of fixing the price of [***] of the applicable natural gas output from the Issuer's Assets described in the Reserve Report ("Hedge Percentage") at a price level that is acceptable to the Majority Noteholders, within one (1) Business Day of the Closing Date (the "Initial Hedge Strategy"); provided, however, that the Issuer shall not enter into or maintain any Hedge Agreements for purposes of speculation or investment. The Issuer shall at all times thereafter maintain Hedge Agreements in an amount equal to the Hedge Percentage and based on the Initial Hedge Strategy, based on the relevant Reserve Report, from time to time, until the earlier of (i) [***] or (ii) [***]. Neither the Issuer, nor any party otherwise having the authority to act on behalf of the Issuer, is authorized to, or will, enter into any amendment to the Hedge Agreements without obtaining the prior written consent of the Majority Noteholders and, to the extent the Notes are rated by any Rating Agency, providing written notice to each such Rating Agency. Nothing herein shall restrict Issuer (i) from entering into Hedge Agreements or terminating Hedge Agreements, in part or in whole, in order to maintain compliance with the terms set forth herein or (ii) from novating, transferring, rolling or terminating Hedge Agreements, provided that the Initial Hedge Strategy and Hedge Percentage is satisfied at all times during the relevant Hedge Period.

ARTICLE V

REMEDIES

Section 5.1 Events of Default.

(a) "Event of Default," wherever used herein, means any one of the following events (whatever the reason for such Event of Default and, subject to Sections 5.1(a)(iv) and 5.1(a)(v), whether it shall be voluntary or involuntary or be effected by operation of Law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) the failure to pay the Notes in full by the Final Scheduled Payment Date;

(ii) default in the payment of interest on the Notes when the same becomes due and payable that continues unremedied for two (2) Business Days;

(iii) default in the observance or performance of any material covenant or agreement of any Diversified Party made in any Basic Document to which it is a party (other than a covenant or agreement, a default in the observance or performance of which is specifically dealt with elsewhere in this Section 5.1(a)), or any representation or warranty of any Diversified Party made in any Basic Document to which it is a party or in any certificate or other writing delivered pursuant hereto or in connection herewith proving to have been incorrect in any material respect as of the time when the same shall have been made, and such default shall continue or not be cured, or the circumstance or condition in respect of which such representation or warranty was incorrect shall not have been eliminated or otherwise cured, for a period of thirty (30) days (subject to Section 5.1(c) below) after the earlier of (i) Knowledge of a Diversified Party of such default or incorrect representation or warranty or (ii) receipt by the Issuer and a Responsible Officer of the Indenture Trustee from a Noteholder, a written notice specifying such default or incorrect representation or warranty and requiring it to be remedied and stating that such notice is a notice of Default hereunder, delivered by registered or certified mail;

(iv) the filing of a decree or order for relief by a court having jurisdiction in the premises in respect of the Issuer or any substantial part of the Collateral in an involuntary case under any applicable federal or state bankruptcy, insolvency or other similar Law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Issuer or for any substantial part of the Collateral, or ordering the winding-up or liquidation of the Issuer's affairs, and such decree or order shall remain unstayed and in effect for a period of sixty (60) consecutive days;

(v) the commencement by the Issuer of a voluntary case under any applicable federal or state bankruptcy, insolvency or other similar Law now or hereafter in effect, or the consent by the Issuer to the entry of an order for relief in an involuntary case under any such Law, or the consent by the Issuer to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Issuer or for any substantial part of the Collateral, or the making by the Issuer of any general assignment for the benefit of creditors, or the failure by the Issuer generally to pay its debts as such debts become due, or the taking of any action by the Issuer in furtherance of any of the foregoing;

(vi) the failure of the Issuer to cause the Indenture Trustee, for the benefit of the Holders of the Notes, to have a valid first-priority perfected security interest in any portion of the Collateral (subject to Permitted Liens) within sixty (60) days after the Closing Date; provided, that it will not be an Event of Default under this clause(a)(vi) if the value of all of the Collateral for which the Indenture Trustee does not have a valid first-priority perfected security interest in any portion of the Collateral (subject to Permitted Liens) is equal to or less than 1% of the aggregate principal amount of Outstanding Notes;

(vii) other than as contemplated by Section 5.1(a)(vi), the failure of the Indenture Trustee, for the benefit of the Holders of the Notes, to have a valid first-priority perfected security interest in any portion of the Collateral (subject to Permitted Liens) that is not cured within ten (10) days of the earlier of (i) Knowledge of a Diversified Party of such failure or (ii) receipt by the Issuer from the Indenture Trustee a written notice specifying such failure and requiring it to be remedied and stating that such notice is a notice of Default hereunder, delivered by registered or certified mail; provided, that it will not be an Event of Default under this clause(a)(vii) if the value of all of the Collateral for which the Indenture Trustee does not have a valid first-priority perfected security interest (subject to Permitted Liens) is equal to or less than 1% of the aggregate principal amount of Outstanding Notes;

(viii) the Issuer shall become a corporation or another entity taxable as a corporation for U.S. federal income tax purposes;

(ix) the filing of a non-appealable decree or order for relief by a court having jurisdiction in the premises in respect of the Issuer in excess of $500,000 and not discharged, satisfied or stayed within thirty (30) days;

(x) the adoption in final form of a statute, rule or regulation by a competent legislative or governmental rule-making body that becomes effective following the Closing Date, or the entry of a final, non-appealable judgment of a court of competent jurisdiction that is rendered following the Closing Date, which has a material adverse effect on (a) the validity or enforceability of any of the Basic Documents, or (b) the ability of the Issuer to make payments on the Notes;

(xi) an ERISA or tax lien is created that secures the payment of money owed by the Issuer in excess of $500,000;

(xii) the Issuer or the Collateral is required to be registered as an "investment company" under the Investment Company Act; or

(xiii) to the extent the Notes are rated by any Rating Agency, the failure of the Notes to be rated by at least one Rating Agency or a replacement rating agency approved by the Majority Noteholders for a period of sixty (60) consecutive days, such period to be extended to ninety (90) days so long as the Issuer is making commercially reasonable efforts to obtain a rating from a replacement rating agency.

(b) The Issuer shall deliver to (1) a Responsible Officer of the Indenture Trustee, (2) each Noteholder and (3) each Hedge Counterparty and (4) to the extent that any Rating Agency rates the Notes, each such Rating Agency, within five (5) Business Days after the occurrence thereof, written notice in the form of an Officer's Certificate of any event that with the giving of notice and the lapse of time could become an Event of Default under clause (a)(iii) above, its status and what action the Issuer is taking or proposes to take with respect thereto.

(c) Notwithstanding the foregoing, a breach of any covenant or agreement or representation or warranty of the Issuer referred to under clause (a)(iii) above shall not constitute an Event of Default after such thirty (30) day period (and the notice described under clause (b) above need not be delivered) if (x) the Issuer has commenced in a diligent manner a cure of such breach and (y) such remedial action could not reasonably have been expected to fully cure such breach within such thirty (30) days, but could reasonably be expected to be implemented and fully cure such breach within an additional thirty (30) days (but in no event shall the total cure period exceed a total of ninety (90) days). Upon the occurrence of any such event, each of the Issuer and the Indenture Trustee, as applicable, shall not be relieved from using its best efforts to perform its obligations in a timely manner in accordance with the terms of this Indenture and the Issuer or the Indenture Trustee, as applicable, shall provide the Indenture Trustee (if such delay or failure is a result of a delay or failure by the Issuer), the Noteholders and the Hedge Counterparties prompt notice of such failure or delay by it, together with a description of its efforts to so perform its obligations.

Section 5.2 Acceleration of Maturity; Rescission and Annulment. If an Event of Default should occur and be continuing, then and in every such case the Indenture Trustee at the written direction of the Majority Noteholders (subject to the Indenture Trustee's indemnification rights set forth herein) or the Majority Noteholders may declare all the Notes to be immediately due and payable, by a notice in writing to the Issuer (and to a Responsible Officer of the Indenture Trustee if given by Noteholders) (a copy of which shall be provided by the Issuer to each Hedge Counterparty and, to the extent the Notes are rated by any Rating Agency, each such Rating Agency), and upon any such declaration the unpaid principal amount of such Notes, together with accrued and unpaid interest thereon through the date of acceleration, shall become immediately due and payable; provided, that upon the occurrence of an Event of Default specified in Section 5.1(a)(iv) or (v) all the Notes shall be automatically deemed to be immediately due and payable and upon such event the unpaid principal of such Notes, together with accrued and unpaid interest thereon through the date of such Event of Default specified in Section 5.1(a)(iv) or (v), shall become immediately due and payable, in each case, without notice, declaration or demand by the Indenture Trustee or the Noteholders, all of which are hereby waived by the Issuer.

At any time after such declaration of acceleration of maturity has been made and before a judgment or decree for payment of the money due has been obtained by the Indenture Trustee as provided hereinafter in this Article V, the Majority Noteholders, by written notice to the Issuer and a Responsible Officer of the Indenture Trustee (with a copy to each Hedge Counterparty and, to the extent the Notes are rated by any Rating Agency, each such Rating Agency), may rescind and annul such declaration and its consequences if:

(i) the Issuer has paid or deposited with the Indenture Trustee a sum sufficient to pay:

(A) all payments of principal of and interest on all Notes and all other amounts that would then be due hereunder or upon such Notes if the Event of Default giving rise to such acceleration had not occurred; and

(B) all sums paid or advanced by the Indenture Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee and its agents and counsel; and

(ii) all Events of Default, other than the nonpayment of the principal of the Notes that has become due solely by such acceleration, have been cured or waived as provided in Section 5.12.

No such rescission shall affect any subsequent default or impair any right or any exercise of remedies consequent thereto nor shall such rescission in and of itself serve as a waiver of any of the Events of Default.

Section 5.3 Collection of Indebtedness and Suits for Enforcement by Indenture Trustee.

(a) The Issuer covenants that if (i) an Event of Default specified in Section 5.1(a)(i) has occurred and is continuing or (ii) an Event of Default specified in Section 5.1(a)(ii) has occurred and is continuing, the Issuer will, upon demand of the Indenture Trustee, pay to the Indenture Trustee, for the benefit of the Holders of the Notes, the whole amount then due and payable on such Notes for principal and interest, with interest on the overdue principal and, to the extent payment at such rate of interest shall be legally enforceable, on overdue installments of interest at the rate borne by the Notes and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee and its agents and counsel, and all other amounts due and owing to the Indenture Trustee pursuant to Section 6.7.

(b) In case the Issuer shall fail forthwith to pay such amounts upon such demand, the Indenture Trustee, in its own name and as trustee of an express trust, may institute a Proceeding for the collection of the sums so due and unpaid, and may prosecute such Proceeding to judgment or final decree, and may enforce the same against the Issuer or other obligor upon such Notes and collect in the manner provided by Law out of the property of the Issuer or other obligor upon such Notes, wherever situated, the monies adjudged or decreed to be payable.

(c) If an Event of Default occurs and is continuing, the Indenture Trustee may, as more particularly provided in Section 5.4, proceed to protect and enforce its rights and the rights of the Noteholders and the Hedge Counterparties, by such appropriate Proceedings as the Indenture Trustee may deem necessary to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy or legal or equitable right vested in the Indenture Trustee by this Indenture or by Law.

(d) In case there shall be pending, relative to the Issuer or any other obligor upon the Notes or any Person having or claiming an ownership interest in the Collateral, Proceedings under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or other similar Law, or in case a receiver, assignee or trustee in bankruptcy or reorganization, or liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Issuer or its property or such other obligor or Person, or in case of any other comparable judicial Proceedings relative to the Issuer or other obligor upon the Notes, or to the creditors or property of the Issuer or such other obligor, the Indenture Trustee, irrespective of whether the principal of any Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Indenture Trustee shall have made any demand pursuant to the provisions of this Section 5.3, shall be entitled and empowered, by intervention in such Proceedings or otherwise:

(i) to file and prove a claim or claims for the whole amount of principal and interest owing and unpaid in respect of the Notes and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Indenture Trustee (including any claim for reasonable compensation to the Indenture Trustee and each predecessor Indenture Trustee, and their respective agents, attorneys and counsel, and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Indenture Trustee and each predecessor Indenture Trustee, except as a result of gross negligence or willful misconduct), the Noteholders and of the Hedge Counterparties allowed in such Proceedings;

(ii) unless prohibited by applicable Law and regulations, to vote on behalf of the Holders of Notes and the Hedge Counterparties in any election of a trustee, a standby trustee or Person performing similar functions in any such Proceedings;

(iii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute all amounts received with respect to the claims of the Noteholders, the Hedge Counterparties and the Indenture Trustee on their behalf; and

(iv) to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Indenture Trustee, the Holders of Notes and the Hedge Counterparties allowed in any Proceedings relative to the Issuer, its creditors and its property;

and any trustee, receiver, liquidator, custodian or other similar official in any such Proceeding is hereby authorized by each of such Noteholders and Hedge Counterparties to make payments to the Indenture Trustee and, in the event that the Indenture Trustee shall consent to the making of payments directly to such Noteholders or the Hedge Counterparties, to pay to the Indenture Trustee such amounts as shall be sufficient to cover reasonable compensation to the Indenture Trustee, each predecessor Indenture Trustee and their respective agents, attorneys and counsel, and all other expenses and liabilities incurred, and all advances made, by the Indenture Trustee and each predecessor Indenture Trustee except as a result of gross negligence or willful misconduct.

(e) Nothing herein contained shall be deemed to authorize the Indenture Trustee to authorize or consent to or vote for or accept or adopt on behalf of any Noteholder or any Hedge Counterparty any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof or the Hedge Agreements or the rights of any Hedge Counterparty thereof, or to authorize the Indenture Trustee to vote in respect of the claim of any Noteholder or any Hedge Counterparty in any such proceeding except, as aforesaid, to vote for the election of a trustee in bankruptcy or similar Person.

(f) All rights of action and of asserting claims under this Indenture, or under any of the Notes, may be enforced by the Indenture Trustee without the possession of any of the Notes or the production thereof in any trial or other Proceedings relative thereto, and any such action or Proceedings instituted by the Indenture Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment, subject to the payment of the expenses, disbursements and compensation of the Indenture Trustee, each predecessor Indenture Trustee and their respective agents and attorneys, shall be for the ratable benefit of the Holders of the Notes and the Hedge Counterparties.

(g) In any Proceedings brought by the Indenture Trustee (and also any Proceedings involving the interpretation of any provision of this Indenture to which the Indenture Trustee shall be a party), the Indenture Trustee shall be held to represent all the Holders of the Notes and any Hedge Counterparties, and it shall not be necessary to make any Noteholder a party to any such Proceedings.

Section 5.4 Remedies; Priorities.

(a) If an Event of Default shall have occurred and be continuing, the Indenture Trustee may, or at the written direction of the Majority Noteholders (subject to the terms hereof) shall, do one or more of the following (subject to Section 5.5):

(i) institute Proceedings in its own name and as trustee of an express trust for the collection of all amounts then payable on the Notes and the Hedge Agreements (including any termination payments and any other amounts owed thereunder) or under this Indenture with respect thereto, whether by declaration or otherwise, enforce any judgment obtained and collect from the Issuer and any other obligor upon such Notes monies adjudged due;

(ii) institute Proceedings from time to time for the complete or partial foreclosure of this Indenture with respect to the Collateral;

(iii) exercise any remedies of a secured party under the UCC and take any other appropriate action to protect and enforce the rights and remedies of the Indenture Trustee, the Holders of the Notes and the Hedge Counterparties, including, for the avoidance of doubt, the exercise of any remedies available under the Basic Documents; and

(iv) sell the Collateral or any portion thereof or rights or interest therein, at one or more public or private sales called and conducted in any manner permitted by Law; provided, however, that the Indenture Trustee may not sell or otherwise liquidate the Collateral following an Event of Default, other than an Event of Default described in Section 5.1(a)(i) or (ii), unless (A) the Majority Noteholders consent thereto, (B) the proceeds of such sale or liquidation distributable to the Noteholders and the Hedge Counterparties are sufficient to discharge in full all amounts then due and unpaid upon such Notes for principal and interest and all amounts then due under the Hedge Agreements (including any termination payments and any other amounts owed thereunder) or (C) the Indenture Trustee determines that the Collateral will not continue to provide sufficient funds for the payment of principal of and interest on the Notes as they would have become due if the Notes had not been declared immediately due and payable, and the Indenture Trustee obtains the consent of one hundred percent (100%) of the Outstanding Notes. In determining such sufficiency or insufficiency with respect to clauses (B) and (C), the Indenture Trustee may, but need not, obtain and rely upon an opinion of an Independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the Collateral for such purpose.

(b) If the Indenture Trustee collects any money or property pursuant to this Article V, it shall deposit such money or property to the Collection Account as Collections to be applied pursuant to Article VIII hereof.

If the Indenture Trustee collects any money or property pursuant to this Article V, the Indenture Trustee may fix a record date and payment date for any payment to Noteholders pursuant to this Section 5.4. At least fifteen (15) days before such record date, the Issuer shall mail to each Noteholder and each Hedge Counterparty and the Indenture Trustee a notice that states the record date, the payment date and the amount to be paid.

The Indenture Trustee shall incur no liability as a result of any sale (whether public or private) of the Collateral or any part thereof pursuant to this Section 5.4 that is conducted in a commercially reasonably manner. Each of the Issuer and the Noteholders hereby waives any claim against the Indenture Trustee arising by reason of the fact that the price at which the Collateral may have been sold at such sale (whether public or private) was less than the price that might have been obtained otherwise, even if the Indenture Trustee accepts the first offer received and does not offer the Collateral to more than one offeree, so long as such sale is conducted in a commercially reasonable manner. Each of the Issuer and the Noteholders hereby agree that in respect of any sale of the Collateral pursuant to the terms hereof, the Indenture Trustee is authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of applicable Law, or in order to obtain any required approval of the sale or of the purchaser by any governmental authority or official, and the Issuer and the Noteholders further agree that such compliance shall not, in and of its self, result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall the Indenture Trustee be liable or accountable to the Issuer or any Noteholders for any discount allowed by reason of the fact that the Collateral or any part thereof is sold in compliance with any such limitation or restriction.

Section 5.5 Optional Preservation of the Assets. If the Notes have been declared to be immediately due and payable under Section 5.2 following an Event of Default and such declaration and its consequences have not been rescinded and annulled, the Indenture Trustee may, but need not, elect to maintain possession of the Collateral. In the event that the Indenture Trustee elects to maintain possession of the Collateral and the Notes are rated by any Rating Agency, the Indenture Trustee shall provide written notice of such election to each such Rating Agency. It is the desire of the parties hereto, the Noteholders and the Hedge Counterparties that there be at all times sufficient funds for the payment of principal of and interest on the Notes and payment of any amounts due under the Hedge Counterparties (including any termination payments and any other amounts owed thereunder), and the Indenture Trustee shall take such desire into account when determining whether or not to maintain possession of the Collateral. In determining whether to maintain possession of the Collateral, the Indenture Trustee may, but need not, obtain (at the expense of the Issuer) and rely upon an opinion of an Independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the Collateral for such purpose.

Section 5.6 Limitation of Suits. No Holder of any Note shall have any right to institute any Proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(i) such Holder has previously given written notice to the Indenture Trustee of a continuing Event of Default;

(ii) the Majority Noteholders have consented to or made written request to the Indenture Trustee to institute such Proceeding in respect of such Event of Default in its own name as Indenture Trustee hereunder;

(iii) such Holder or Holders have offered to the Indenture Trustee indemnity reasonably satisfactory to it against the costs, expenses and liabilities to be incurred in complying with such request;

(iv) the Indenture Trustee for sixty (60) days after its receipt of such notice, request and offer of indemnity has failed to institute such Proceedings; and

(v) no direction inconsistent with such written request has been given to the Indenture Trustee during such sixty (60) day period by the Majority Noteholders.

It is understood and intended that no one or more Holders of Notes shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Holders of Notes or any Hedge Counterparties, or to obtain or to seek to obtain priority or preference over any other Holders or any Hedge Counterparties, or to enforce any right under this Indenture, except in the manner herein provided.

Section 5.7 Unconditional Rights of Noteholders to Receive Principal and Interest. Notwithstanding any other provisions in this Indenture, the Holder of any Note shall have the right, which is absolute and unconditional, to receive payment of the principal of and interest, if any, on such Note on or after the respective due dates thereof expressed in such Note or in this Indenture (or, in the case of redemption, on or after the Redemption Date) and to institute suit for the enforcement of any such payment, and such right shall not be impaired without the consent of such Holder.

Section 5.8 Restoration of Rights and Remedies. If the Indenture Trustee, any Noteholder or any Hedge Counterparty has instituted any Proceeding to enforce any right or remedy under this Indenture and such Proceeding has been discontinued or abandoned for any reason or has been determined adversely to the Indenture Trustee, to such Noteholder or to such Hedge Counterparty, then and in every such case the Issuer, the Indenture Trustee, the Noteholders and the Hedge Counterparties shall, subject to any determination in such Proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Indenture Trustee, the Noteholders and the Hedge Counterparties shall continue as though no such Proceeding had been instituted.

Section 5.9 Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Indenture Trustee, to the Noteholders or to the Hedge Counterparties is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by Law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at Law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 5.10 Delay or Omission Not a Waiver. No delay or omission of the Indenture Trustee, any Holder of any Note or any Hedge Counterparty to exercise any right or remedy accruing upon any Default or Event of Default shall impair any such right or remedy or constitute a waiver of any such Default or Event of Default or an acquiescence therein. Every right and remedy given by this Article V or by Law to the Indenture Trustee, to the Noteholders or to the Hedge Counterparties may be exercised from time to time, and as often as may be deemed expedient, by the Indenture Trustee, by the Noteholders or by the Hedge Counterparties, as the case may be.

Section 5.11 Control by Noteholders. The Majority Noteholders shall have the right to direct the time, method and place of conducting any Proceeding for any remedy available to the Indenture Trustee with respect to the Notes or exercising any trust or power conferred on the Indenture Trustee; provided, that:

(i) such direction shall not be in conflict with any rule of Law or with this Indenture;

(ii) such rights shall be subject to the express terms of Section 5.4(a)(iv);

(iii) if the conditions set forth in Section 5.5 have been satisfied and the Indenture Trustee elects to retain the Collateral pursuant to such Section, then any written direction to the Indenture Trustee by Holders of Notes representing less than one hundred percent (100%) of the Outstanding Amount of the Notes to sell or liquidate the Collateral shall be of no force and effect;

(iv) the Indenture Trustee may take any other action deemed proper by the Indenture Trustee that is not inconsistent with such direction; and

(v) the Majority Noteholders have offered to the Indenture Trustee indemnity satisfactory to it against the costs, expenses and liabilities to be incurred in complying with such direction.

Notwithstanding the rights of Noteholders set forth in this Section 5.11, subject to Section 6.1, the Indenture Trustee need not take any action that it determines might involve it in liability or might adversely affect the rights of any Noteholders not consenting to such action or the rights of any Hedge Counterparties.

Section 5.12 Waiver of Past Defaults. Prior to the declaration of the acceleration of the maturity of the Notes as provided in Section 5.2, the Majority Noteholders may waive any past Default or Event of Default and its consequences except a Default or Event of Default (a) in payment of principal of or interest on any of the Notes, (b) arising under any Hedge Agreement, (c) in respect of a covenant or provision hereof which cannot be modified or amended without the consent of the Holder of each Note, or (d) occurring as a result of an event specified in Section 5.1(a)(iv) or (v). In the case of any such waiver, the Issuer, the Indenture Trustee, the Holders of the Notes and the Hedge Counterparties shall be restored to their former positions and rights hereunder, respectively; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereto.

Upon any such waiver, such Default or Event of Default shall cease to exist and be deemed to have been cured and not to have occurred, and any Event of Default arising therefrom shall be deemed to have been cured and not to have occurred, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereto. To the extent the Notes are rated by any Rating Agency, the Indenture Trustee shall promptly give written notice of any such waiver to each Rating Agency.

Section 5.13 Undertaking for Costs. All parties to this Indenture agree, and each Holder of a Note by such Holder's acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Indenture Trustee for any action taken, suffered or omitted by it as Indenture Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees and reasonable expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section 5.13 shall not apply to (a) any suit instituted by the Indenture Trustee, (b) any suit instituted by any Noteholder, or group of Noteholders, in each case holding Notes evidencing in the aggregate more than 10% of the Outstanding Amount or (c) any suit instituted by any Noteholder for the enforcement of the payment of principal of or interest on any Note on or after the respective due dates expressed in such Note and in this Indenture (or, in the case of redemption, on or after the Redemption Date).

Section 5.14 Waiver of Stay or Extension Laws. The Issuer covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension Law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Issuer (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such Law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Indenture Trustee, but will suffer and permit the execution of every such power as though no such Law had been enacted.

Section 5.15 Action on Notes or Hedge Agreements. The Indenture Trustee's right to seek and recover judgment on the Notes or the Hedge Agreements or under this Indenture shall not be affected by the seeking, obtaining or application of any other relief under or with respect to this Indenture. Neither the lien of this Indenture nor any rights or remedies of the Indenture Trustee, the Noteholders or the Hedge Counterparties shall be impaired by the recovery of any judgment by the Indenture Trustee against the Issuer or by the levy of any execution under such judgment upon any portion of the Collateral or upon any of the assets of the Issuer. Any money or property collected by the Indenture Trustee shall be applied in accordance with Section 5.4(b).

Section 5.16 Performance and Enforcement of Certain Obligations.

(a) The Issuer shall take all such lawful action as the Indenture Trustee, at the direction of the Majority Noteholders, shall request to compel or secure the performance and observance by the Manager of its obligations to the Issuer under or in connection with the Management Services Agreement or by Diversified of its obligations under or in connection with the Separation Agreement, and to exercise any and all rights, remedies, powers and privileges lawfully available to the Issuer under or in connection with the Management Services Agreement and the Separation Agreement to the extent and in the manner directed by the Indenture Trustee, at the direction of the Majority Noteholders, including the transmission of notices of default under the Management Services Agreement on the part of the Manager thereunder, claims for indemnification by the Issuer against Diversified under the Separation Agreement and the institution of legal or administrative actions or proceedings to compel or secure performance by the Manager of its obligations under the Management Services Agreement and by Diversified of its obligations under the Separation Agreement.

(b) If an Event of Default has occurred and is continuing, the Indenture Trustee may, and at the direction (which direction shall be in writing) of the Majority Noteholders, shall, (subject to the terms hereof) exercise all rights, remedies, powers, privileges and claims of the Issuer against the Manager under or in connection with the Management Services Agreement, or against Diversified under or in connection with the Separation Agreement, including the right or power to take any action to compel or secure performance or observance by the Manager, of its obligations to the Issuer under the Management Services Agreement or by Diversified, of its obligations to the Issuer under the Separation Agreement, and to give any consent, request, notice, direction, approval, extension or waiver under the Management Services Agreement or the Separation Agreement, as the case may be, and any right of the Issuer to take such action shall be suspended.

ARTICLE VI

THE INDENTURE TRUSTEE

Section 6.1 Duties of Indenture Trustee.

(a) If an Event of Default has occurred and is continuing, the Indenture Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except as directed in writing by the Majority Noteholders, any other percentage of Noteholders required hereby:

(i) the Indenture Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and the other Basic Documents to which it is a party and no implied covenants or obligations shall be read into this Indenture or such other Basic Documents against the Indenture Trustee; and

(ii) in the absence of gross negligence or willful misconduct on its part, the Indenture Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Indenture Trustee and conforming to the requirements of this Indenture; however, in the case of certificates or opinions specifically required by any provision of this Indenture to be furnished to it, the Indenture Trustee shall examine the certificates and opinions to determine whether or not they conform on their face to the requirements of this Indenture (but need not confirm or investigate the accuracy of any mathematical calculations or other facts stated therein).

(c) The Indenture Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of paragraph (b) of this Section 6.1;

(ii) the Indenture Trustee shall not be liable for any error of judgment made in good faith by the Indenture Trustee unless it is proved that the Indenture Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Indenture Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 5.11.

(d) Every provision of this Indenture that in any way relates to the Indenture Trustee is subject to this Section 6.1 and Section 6.2.

(e) The Indenture Trustee shall not be liable for interest on any money received by it except as the Indenture Trustee may agree in writing with the Issuer.

(f) Money held on behalf of the Noteholders by the Indenture Trustee need not be segregated from other funds except to the extent required by Law or the terms of this Indenture or the Management Services Agreement.

(g) No provision of this Indenture shall require the Indenture Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds to believe that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it, and none of the provisions contained in this Indenture shall in any event require the Indenture Trustee to perform, or be responsible for the performance of, any of the obligations of the Manager or the Back-up Manager under this Indenture or the Basic Documents.

(h) The Indenture Trustee shall have no duty (i) to see to any recording, filing, or depositing of this Indenture or any agreement referred to herein or any financing statement or continuation statement evidencing a security interest, or to see to the maintenance of any such recording or filing or depositing or to any re-recording, refiling or redepositing of any thereof or otherwise to monitor the perfection, continuation of perfection or the sufficiency or validity of any security interest related to the Collateral, (ii) to see to any insurance or (iii) subject to the other provisions of this Indenture and the Basic Documents, to see to the payment or discharge of any tax, assessment, or other governmental charge or any lien or encumbrance of any kind owing with respect to, assessed or levied against, any part of the Collateral.

(i) The Indenture Trustee shall not be charged with knowledge of any Default, Event of Default, Material Manager Default or breach of representation or warranty unless either (1) a Responsible Officer of the Indenture Trustee shall have actual knowledge of such Default, Event of Default or breach of representation or warranty or (2) written notice of such Default, Event of Default or breach of representation or warranty shall have been given to a Responsible Officer of the Indenture Trustee in accordance with the provisions of this Indenture. For the avoidance of doubt, receipt by the Indenture Trustee of a Payment Date Report shall not constitute actual knowledge of any breach of representation or warranty.

Section 6.2 Rights of Indenture Trustee.

(a) The Indenture Trustee may conclusively rely on any document believed by it to be genuine and to have been signed or presented by the proper person.

(b) Before the Indenture Trustee acts or refrains from acting, it may require an Officer's Certificate of the Issuer or an Opinion of Counsel. The Indenture Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on an Officer's Certificate or Opinion of Counsel.

(c) The Indenture Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys or a custodian or nominee, and the Indenture Trustee shall not be responsible for any misconduct or negligence on the part of, or for the supervision of, any such agent, attorney, custodian or nominee appointed absent gross negligence or willful misconduct.

(d) The Indenture Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers; provided, that the Indenture Trustee's conduct does not constitute gross negligence or willful misconduct.

(e) The Indenture Trustee may consult with counsel, accountants and other experts of its own selection (which may include counsel to the Issuer, the Noteholders and/or the Hedge Counterparties), and the advice or opinion of such counsel, accountants and other experts with respect to legal or other matters relating to this Indenture and the Notes shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel, accountants and other experts.

(f) The Indenture Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture or to institute, conduct or defend any litigation hereunder or in relation hereto or to honor the request or direction of any of the Noteholders pursuant to this Indenture, unless such Noteholders shall have offered to the Indenture Trustee security or indemnity satisfactory to it against the reasonable costs, expenses, disbursements, advances and liabilities which might be incurred by it, its agents and its counsel in compliance with such request or direction.

(g) The Indenture Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document (including electronic communications), unless requested in writing to do so by the Holders of Notes representing at least 25% of the Notes; provided, that if the payment within a reasonable time to the Indenture Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Indenture Trustee, not reasonably assured to the Indenture Trustee by the security afforded to it by the terms of this Indenture, the Indenture Trustee may require indemnity satisfactory to the Indenture Trustee in its reasonable discretion against such cost, expense or liability as a condition to taking any such action. In no event shall the Indenture Trustee have any responsibility to monitor Diversified's compliance with or be charged with knowledge of the Credit Risk Retention Rules, nor shall it be liable to any Noteholder or any party whatsoever for violation of such rules or requirements or such similar provisions now or hereafter in effect.

(h) The right of the Indenture Trustee to perform any discretionary act enumerated in this Indenture or any other Basic Document to which it is a party shall not be construed as a duty or obligation, and the Indenture Trustee shall not be answerable under this Indenture or any other Basic Document to which it is a party for anything other than its gross negligence or willful misconduct in the performance of such act.

(i) The rights, privileges, protections, immunities and benefits given to the Indenture Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Indenture Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder. In connection with its actions under any other Basic Document to which it is a party, the Indenture Trustee shall also be afforded all of the rights, privileges, protections, immunities and benefits given to it herein, including, without limitation, its right to be indemnified, as if set forth in full therein, *mutatis mutandis*.

(j) In no event shall the Indenture Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer systems and services; it being understood that the Indenture Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

(k) In no event shall the Indenture Trustee be liable (i) for special, consequential, indirect or punitive damages (including lost profits), (ii) for the acts or omissions of its nominees, correspondents, clearing agencies or securities depositories and (iii) for the acts or omissions of brokers or dealers even if the Indenture Trustee has been advised of the likelihood of such loss or damage and regardless of the form or action.

(l) In no event shall the Indenture Trustee be liable for the failure to perform its duties hereunder if such failure is a direct or proximate result of another party's failure to perform its obligations hereunder.

(m) As to any fact or matter the manner of ascertainment of which is not specifically described herein, the Indenture Trustee shall be entitled to receive and may for all purposes hereof conclusively rely on a certificate, signed by an officer of any duly authorized Person, as to such fact or matter, and such certificate shall constitute full protection to the Indenture Trustee for any action taken or omitted to be taken by it in good faith reliance thereon.

(n) Any Opinion of Counsel requested by the Indenture Trustee shall be an expense of the party requesting the Indenture Trustee to act or refrain from acting or otherwise may be an expense of the Issuer.

(o) The Indenture Trustee or its Affiliates are permitted to receive additional compensation that could be deemed to be in the Indenture Trustee's economic self-interest for (i) serving as investment adviser, administrator, shareholder servicing agent, custodian or sub-custodian, (ii) using Affiliates to effect transactions in certain investments (if directed) and (iii) effecting transactions in certain investments (if directed). Such compensation shall not be considered an amount that is reimbursable or payable to the Indenture Trustee as part of the compensation hereunder.

(p) Neither the Indenture Trustee nor the Issuer shall be responsible for the acts or omissions of the other, it being understood that this Indenture shall not be construed to render them partners, joint venturers or agents (unless expressly set forth herein) of one another.

(q) The Indenture Trustee shall not have any obligation or liability to take any action or to refrain from taking any action hereunder that requires written direction in the absence of such written direction as provided hereunder.

(r) The Indenture Trustee shall not be required to give any bond or surety with respect to the execution of the trust created hereby or the powers granted hereunder.

(s) The Indenture Trustee may, from time to time, request that the Issuer deliver a certificate (upon which the Indenture Trustee may conclusively rely) setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture or any other Basic Document together with a specimen signature of such authorized officers; provided, however, that from time to time, the Issuer may, by delivering to the Indenture Trustee a revised certificate, change the information previously provided by it pursuant to this Section 6.02(s), but the Indenture Trustee shall be entitled to conclusively rely on the then current certificate until receipt of a superseding certificate.

(t) Except for notices, reports and other documents expressly required to be furnished to the Holders or the Hedge Counterparties by the Indenture Trustee hereunder, the Indenture Trustee shall not have any duty or responsibility to provide any Holder with any information concerning the transaction contemplated hereby, the Issuer, the servicer or any other parties to any other Basic Document which may come into the possession of the Indenture Trustee or any of its officers, directors, employees, representatives or attorneys in fact.

If at any time the Indenture Trustee is served with any arbitral, judicial or administrative order, judgment, award, decree, writ or other form of arbitral, judicial or administrative process which in any way affects this Indenture, the Notes, the Collateral or any part thereof or funds held by it (including, but not limited to, orders of attachment or garnishment or other forms of levies or injunctions), it shall be authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate; and if the Indenture Trustee complies with any such arbitral, judicial or administrative order, judgment, award, decree, writ or other form of arbitral, judicial or administrative process, the Indenture Trustee shall not be liable to any of the parties hereto or to any other person or entity even though such order, judgment, award, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect

Section 6.3 Individual Rights of Indenture Trustee. The Indenture Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer or its Affiliates with the same rights it would have if it were not Indenture Trustee. Any Paying Agent, Note Registrar, co-registrar or co-paying agent may do the same with like rights. However, the Indenture Trustee must comply with Sections 6.11 and 6.12.

Section 6.4 Indenture Trustee's Disclaimer. The Indenture Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Issuer's use of the proceeds from the Notes, and it shall not be responsible for any statement of the Issuer in the Indenture or in any document issued in connection with the sale of the Notes or in the Notes other than the Indenture Trustee's certificate of authentication.

Section 6.5 Notice of Material Manager Defaults or Events of Default. Unless provided by Issuer (or the Manager on its behalf) on an earlier date, if a Material Manager Default, Default or Event of Default occurs and is continuing and if it is known to the Indenture Trustee pursuant to Section 6.1(i), the Indenture Trustee shall mail to each Noteholder, each Hedge Counterparty and, to the extent the Notes are rated by any Rating Agency, each such Rating Agency notice of the Material Manager Default, Default or Event of Default within five (5) days after receipt of such knowledge.

Section 6.6 Reports by Indenture Trustee. The Indenture Trustee shall make available within a reasonable period of time after the end of each calendar year to each Noteholder and each Hedge Counterparty such information furnished to the Indenture Trustee as may be required to enable such Holder or such Hedge Counterparty to prepare its federal and state income tax returns. On or before each Payment Date, the Indenture Trustee will post a copy of the statement or statements provided to the Indenture Trustee pursuant to Sections 7.1 and 8.8 hereof with respect to the applicable Payment Date on its internet website promptly following its receipt thereof, for the benefit of the Noteholders and the Hedge Counterparties and, to the extent the Notes are rated by any Rating Agency, such Rating Agencies, and upon written request provide a copy thereof to the Hedge Counterparties and, to the extent the Notes are rated by any Rating Agency, such Rating Agencies. The Indenture Trustee's internet website shall initially be located at "*www.debtx.com.*" The Indenture Trustee may change the way the statements and information are posted or distributed in order to make such distribution more convenient and/or accessible for the Noteholders, the Hedge Counterparties and, to the extent the Notes are rated by any Rating Agency, such Rating Agencies, and the Indenture Trustee shall provide on the website timely and adequate notification to all parties regarding any such change.

Section 6.7 Compensation and Indemnity. The Issuer shall pay to the Indenture Trustee from time to time reasonable compensation for its services as agreed between the Issuer and the Indenture Trustee in writing from time to time. The Indenture Trustee's compensation shall not be limited by any Law on compensation of a trustee of an express trust. The Issuer shall reimburse the Indenture Trustee for all reasonable and documented out-of-pocket expenses incurred or made by it, including costs of collection, in addition to the compensation for its services. Such expenses shall include the reasonable and documented compensation and expenses, disbursements and advances of the Indenture Trustee's agents, counsel, accountants and experts; provided, that, reimbursement for expenses and disbursements of any legal counsel to the Indenture Trustee may be subject to any limitations separately agreed upon in writing before the date hereof between the Issuer and the Indenture Trustee. The Issuer shall indemnify the Indenture Trustee for, and hold it and its officers, directors, employees, representatives and agents harmless against any and all loss, liability, claim, damage or expense, including reasonable and documented legal and consulting fees and expenses and including, without limitation, any legal fees, costs and expenses incurred in connection with any enforcement (including any action, claim or suit brought by the Indenture Trustee of any indemnification or other obligation of the Issuer or the Manager), incurred by it in connection with the administration of this Indenture and the performance of its duties hereunder, including with respect to any Environmental Liabilities, compliance with Environmental Laws and the generation, use, presence or release of Hydrocarbons or Hazardous Materials. The Indenture Trustee shall notify the Issuer and the Manager promptly of any claim of which the Indenture Trustee has received written notice for which it may seek indemnity. Failure by the Indenture Trustee to so notify the Issuer and the Manager shall not relieve the Issuer or the Manager of its obligations hereunder. The Issuer may defend any such claim, and the Indenture Trustee may have separate counsel in connection with the defense of any such claim and the Issuer shall pay the fees and expenses of such counsel. The Issuer need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Indenture Trustee through the Indenture Trustee's own gross negligence or willful misconduct.

The Issuer's payment obligations to the Indenture Trustee pursuant to this Section shall survive the resignation or removal of the Indenture Trustee and the discharge of this Indenture. When the Indenture Trustee incurs fees or expenses after the occurrence of a Default specified in Section 5.1(a)(iv) or 5.1(a)(v) with respect to the Issuer, the expenses are intended to constitute expenses of administration under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or similar Law.

Section 6.8 Replacement of Indenture Trustee. No resignation or removal of the Indenture Trustee and no appointment of a successor Indenture Trustee shall become effective until the acceptance of appointment by the successor Indenture Trustee pursuant to this Section 6.8. The Indenture Trustee may resign at any time with thirty (30) days' prior written notice by so notifying the Issuer (with a copy to each Noteholder, each Hedge Counterparty and, to the extent the Notes are rated by any Rating Agency, each such Rating Agency). The Majority Noteholders may remove the Indenture Trustee with thirty (30) days' prior written notice by so notifying the Indenture Trustee, Diversified and the Hedge Counterparties and may appoint a successor Indenture Trustee. The Issuer shall remove the Indenture Trustee if:

(i) the Indenture Trustee fails to comply with Section 6.11;

(ii) the Indenture Trustee is adjudged bankrupt or insolvent;

(iii) a receiver or other public officer takes charge of the Indenture Trustee or its property; or

(iv) the Indenture Trustee otherwise becomes incapable of acting.

If the Indenture Trustee resigns or is removed or if a vacancy exists in the office of Indenture Trustee for any reason (the Indenture Trustee in such event being referred to herein as the retiring Indenture Trustee), the Issuer shall promptly appoint a successor Indenture Trustee, acceptable to the Majority Noteholders, and shall notify Diversified and, to the extent the Notes are rated by any Rating Agency, each such Rating Agency of such appointment.

A successor Indenture Trustee shall deliver a written acceptance of its appointment to the retiring Indenture Trustee, the Issuer, each Noteholder and each Hedge Counterparty. Thereupon the resignation or removal of the retiring Indenture Trustee shall become effective, and the successor Indenture Trustee shall have all the rights, powers and duties of the Indenture Trustee under this Indenture. The successor Indenture Trustee shall mail a notice of its succession to Noteholders and the Hedge Counterparties. The retiring Indenture Trustee shall promptly transfer all property held by it as Indenture Trustee to the successor Indenture Trustee.

If a successor Indenture Trustee does not take office within thirty (30) days after the retiring Indenture Trustee resigns or is removed, the retiring Indenture Trustee, the Issuer or the Majority Noteholders may, at the expense of the Issuer, petition any court of competent jurisdiction for the appointment of a successor Indenture Trustee.

If the Indenture Trustee fails to comply with Section 6.11, any Noteholder may petition any court of competent jurisdiction for the removal of the Indenture Trustee and the appointment of a successor Indenture Trustee.

Notwithstanding the replacement of the Indenture Trustee pursuant to this Section 6.8, the Issuer's obligations under Section 6.7 shall continue for the benefit of the retiring Indenture Trustee.

Section 6.9 Successor Indenture Trustee by Merger. If the Indenture Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee corporation or banking association without any further act shall be the successor Indenture Trustee; provided, that such corporation or banking association shall be otherwise qualified and eligible under Section 6.11. The Indenture Trustee shall provide Diversified and, to the extent the Notes are rated by any Rating Agency, each such Rating Agency with prior written notice of any such transaction.

Section 6.10 Appointment of Co-Indenture Trustee or Separate Indenture Trustee.

(a) Notwithstanding any other provisions of this Indenture, at any time, for the purpose of meeting any legal requirement of any jurisdiction in which any part of the Collateral may at the time be located, the Indenture Trustee shall have the power and may execute and deliver all instruments to appoint one or more Persons to act as a co-trustee or co-trustees, or separate trustee or separate trustees, of all or any part of the Issuer, and to vest in such Person or Persons, in such capacity and for the benefit of the Noteholders and each Hedge Counterparty, such title to the Collateral, or any part hereof, and, subject to the other provisions of this Section 6.10, such powers, duties, obligations, rights and trusts as the Indenture Trustee may consider necessary or desirable. No co-trustee or separate trustee hereunder shall be required to meet the terms of eligibility as a successor trustee under Section 6.11 and no notice to Noteholders of the appointment of any co-trustee or separate trustee shall be required under Section 6.8 hereof.

(b) Every separate trustee and co-trustee shall, to the extent permitted by Law, be appointed and act subject to the following provisions and conditions:

(i) all rights, powers, duties and obligations conferred or imposed upon the Indenture Trustee shall be conferred or imposed upon and exercised or performed by the Indenture Trustee and such separate trustee or co-trustee jointly (it being understood that such separate trustee or co-trustee is not authorized to act separately without the Indenture Trustee joining in such act), except to the extent that under any Law of any jurisdiction in which any particular act or acts are to be performed the Indenture Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the Collateral or any portion thereof in any such jurisdiction) shall be exercised and performed singly by such separate trustee or co-trustee, but solely at the direction of the Indenture Trustee;

(ii) no trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder; and

(iii) the Indenture Trustee may at any time accept the resignation of or remove any separate trustee or co-trustee.

(c) Any notice, request or other writing given to the Indenture Trustee shall be deemed to have been given to each of the then separate trustees and co-trustees, as effectively as if given to each of them. Every instrument appointing any separate trustee or co-trustee shall refer to this Indenture and the conditions of this Article VI. Each separate trustee and co-trustee, upon its acceptance of the trusts conferred, shall be vested with the estates or property specified in its instrument of appointment, either jointly with the Indenture Trustee or separately, as may be provided therein, subject to all the provisions of this Indenture, specifically including every provision of this Indenture relating to the conduct of, affecting the liability of, or affording protection to, the Indenture Trustee. Every such instrument shall be filed with the Indenture Trustee.

(d) Any separate trustee or co-trustee may at any time constitute the Indenture Trustee, its agent or attorney-in-fact with full power and authority, to the extent not prohibited by Law, to do any lawful act under or in respect of this Indenture on its behalf and in its name. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of its estates, properties, rights, remedies and trusts shall vest in and be exercised by the Indenture Trustee, to the extent permitted by Law, without the appointment of a new or successor trustee.

Section 6.11 Eligibility; Disqualification. The Indenture Trustee shall have a combined capital and surplus of at least $50,000,000 as set forth in its most recent published annual report of condition, and the time deposits of the Indenture Trustee shall be rated at least BBB (or equivalent) by Fitch and one other NRSRO, to the extent that Fitch rates the Notes, and otherwise, two NRSROs.

Section 6.12 Representations and Warranties of the Indenture Trustee. The Indenture Trustee hereby makes the following representations and warranties on which the Issuer, Noteholders and the Hedge Counterparties shall rely:

(a) the Indenture Trustee is a national banking association duly organized and validly existing under the Laws of the jurisdiction of its formation;

(b) the Indenture Trustee has full power, authority and legal right to execute, deliver, and perform this Indenture and shall have taken all necessary action to authorize the execution, delivery and performance by it of this Indenture;

(c) the execution, delivery and performance by the Indenture Trustee of this Indenture (i) shall not violate any provision of any Law or regulation governing the banking and trust powers of the Indenture Trustee or any order, writ, judgment or decree of any court, arbitrator, or governmental authority applicable to the Indenture Trustee or any of its assets, (ii) shall not violate any provision of the corporate charter or bylaws of the Indenture Trustee and (iii) shall not violate any provision of, or constitute, with or without notice or lapse of time, a default under, or result in the creation or imposition of any lien on any properties included in the Collateral pursuant to the provisions of any mortgage, indenture, contract, agreement or other undertaking to which it is a party, which violation, default or lien could reasonably be expected to have a materially adverse effect on the Indenture Trustee's performance or ability to perform its duties under this Indenture or on the transactions contemplated in this Indenture;

(d) no consent, license, approval or authorization of, or filing or registration with, any governmental authority, bureau or agency is required to be obtained that has not been obtained by the Indenture Trustee in connection with the execution, delivery or performance by the Indenture Trustee of the Basic Documents; and

(e) this Indenture has been duly executed and delivered by the Indenture Trustee and constitutes the legal, valid and binding agreement of the Indenture Trustee, enforceable in accordance with its terms.

ARTICLE VII

INFORMATION REGARDING THE ISSUER

Section 7.1 Financial and Business Information.

(a) Annual Statements — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, within one hundred and twenty (120) days after the end of each fiscal year of the Issuer, commencing with the fiscal year ended December 31, 2019, duplicate copies of the audited consolidated financial statements of Diversified and its consolidated subsidiaries by an independent public accountant; provided, that upon receipt of such audited consolidated financial statements, the Indenture Trustee shall promptly make them available to Noteholders, the Hedge Counterparties and, to the extent the Notes are rated by any Rating Agency, such Rating Agencies on the Indenture Trustee's internet website.

(b) Quarterly Statements — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, within sixty (60) days after the end of each quarterly fiscal period in each fiscal year of the Issuer, commencing with the fiscal quarter of the Issuer ended March 31, 2020, duplicate copies of the following reports; provided, that upon receipt of such reports, the Indenture Trustee shall promptly make them available to Noteholders, the Hedge Counterparties and, to the extent the Notes are rated by any Rating Agency, such Rating Agencies on the Indenture Trustee's internet website:

(i) an unaudited consolidated balance sheet of Diversified and its consolidated subsidiaries as at the end of such quarter, and

(ii) unaudited consolidated statements of income, changes in shareholders' equity and cash flows of Diversified and its consolidated subsidiaries, for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter, in each case setting forth, starting with the fiscal quarter ended March 31, 2020, in comparative form the figures for the corresponding periods in the previous fiscal year, all in reasonable detail, prepared in accordance with IFRS applicable to quarterly financial statements generally, and certified by a Senior Financial Officer of Diversified as fairly presenting, in all material respects, the financial position of the companies being reported on and their results of operations and cash flows, subject to changes resulting from year-end adjustments.

(c) Notice of Material Events — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, each Noteholder and each Hedge Counterparty promptly, and in any event within three (3) Business Days after a Responsible Officer of the Issuer, the Manager or Diversified becomes aware of the existence of (i) any Rapid Amortization Event, (ii) Material Manager Default, (iii) Default, (iv) Event of Default, (v) any default under any Basic Document, (vi) any event that can be reasonably expected to cause a Material Adverse Effect or (vii) information that any Person has given any notice or taken any action with respect to a claimed default hereunder, an Officer's Certificate (with a copy, to the extent the Notes are rated by any Rating Agency, to each such Rating Agency) specifying the nature and period of existence and what action the Issuer is taking or proposes to take with respect thereto. The Issuer shall, at the Issuer's expense (in accordance with Section 8.6), promptly provide the Indenture Trustee, each Noteholder, each Hedge Counterparty, the Manager (or Back-up Manager) and, to the extent the Notes are rated by any Rating Agency, each such Rating Agency with such additional information as any such party may reasonably request from time to time in connection with the matters so reported, and the actions so taken or contemplated to be taken.

(d) Notices from Governmental Body — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, each Noteholder and each Hedge Counterparty promptly, and in any event within ten (10) days of receipt thereof, copies of any material notice to the Issuer from any Governmental Body (with a copy, to the extent the Notes are rated by any Rating Agency, to each such Rating Agency) relating to any order, ruling, statute or other Law or regulation.

(e) Notices under Material Agreement — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, each Noteholder and each Hedge Counterparty promptly, and in any event within fifteen (15) days after delivery or receipt by the Issuer, copies of all notices of termination, Default or Event of Default, suspension of performance or any force majeure event given or received pursuant to or in respect of any material agreement to which it is a party or any other material notices or documents given or received pursuant to or in respect of any material agreement to which it is a party (with a copy, to the extent the Notes are rated by any Rating Agency, to each such Rating Agency).

(f) Payment Date Compliance Certificates — On or before the third (3rd) Business Day prior to each Payment Date, the Issuer shall deliver to the Indenture Trustee, each Noteholder, each Hedge Counterparty and, to the extent the Notes are rated by any Rating Agency, each such Rating Agency, an Officer's Certificate to the effect that, except as provided in a notice delivered pursuant to Section 7.1(c), no potential Rapid Amortization Event or Rapid Amortization Event, no potential Material Manager Default or Material Manager Default, no Default or Event of Default has occurred and is continuing (each, a "Payment Date Compliance Certificate").

Section 7.2 Visitation.

(a) If no Default or Event of Default then exists, the Issuer shall permit the representatives of each Noteholder that is an Institutional Investor to visit and inspect the offices or properties of the Issuer, to examine all its books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss its affairs, finances and accounts with the Issuer's officers, employees and independent certified public accountants, at such time as may be reasonably requested in writing; provided, however, that in no event shall the Issuer be required to permit the representatives of a Noteholder to visit more than one (1) time in any twelve-month period. Any visits contemplated by this Section 7.2(a) shall be at the sole expense of the requesting party.

(b) If a Default or Event of Default exists, the Issuer shall permit the representatives of each holder of a Note that is an Institutional Investor, at the expense of the Issuer, upon reasonable prior notice, to visit and inspect the offices or properties of the Issuer, to examine all its books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss its affairs, finances and accounts with the Issuer's officers, employees and independent certified public accountants, all at such times as may be reasonably requested and as often as may be requested. Any visits contemplated by this Section 7.2(b) shall be at the sole expense of the Issuer and not limited in number.

ARTICLE VIII

ACCOUNTS, DISBURSEMENTS AND RELEASES

Section 8.1 Deposit of Collections. The Issuer, or the Manager on its behalf, shall direct that all payments with respect to the Assets and all payments received under the Hedge Agreements (whether directly from a Hedge Counterparty or from Diversified Energy Marketing LLC) be made to the Collection Account; provided that amounts posted by a Hedge Counterparty as collateral to the Issuer under an applicable Hedge Agreement shall not be deposited in the Collection Account and shall not constitute Available Funds. The Issuer, and in the event any Collections are received by any Affiliate of the Issuer (other than the Operator, solely in its capacity as such), if applicable, shall remit or cause such Affiliate to remit to the Collection Account within two (2) Business Days of receipt and identification thereof (including receipt of proper instructions regarding where to allocate such payment) all Collections received with respect to the Assets. The Operator, solely in its capacity as such, shall remit to the Collection Account within sixty (60) days of receipt and initial identification thereof (including receipt of proper instructions regarding where to allocate such payment) all Collections received with respect to the Assets (subject in any case to the expense and reimbursement provisions of the Joint Operating Agreement); provided, that, to the extent that the Operator definitively identifies Collections attributable to the Issuer pursuant to the Joint Operating Agreement subsequent to the application of funds from such Collection pursuant to the expense and reimbursement provisions thereof, the Operator shall remit such funds to the Collection Account within two (2) Business Days of definitive identification thereof (including receipt of proper instructions regarding where to allocate such payment). Notwithstanding anything contained herein to the contrary, the Indenture Trustee shall be authorized to accept instructions from the Manager (which shall be in writing) on behalf of the Issuer on a daily basis regarding withdrawals or order transfers of funds from the Collection Account, to the extent such funds have been mistakenly deposited into the Collection Account (including without limitation funds representing amounts due and payable on wells not part of the Assets). In the case of any withdrawal or transfer pursuant to the foregoing sentence, the Manager, on behalf of the Issuer, shall provide the Noteholders, the Hedge Counterparties and the Indenture Trustee with notice of such withdrawal or transfer, together with reasonable supporting details regarding such withdrawal or transfer and the mistaken deposit related thereto, on such date of withdrawal to be delivered by the Manager, on behalf of the Issuer (or in such earlier written notice as may be required by the Indenture Trustee from the Manager, on behalf of the Issuer, from time to time). Notwithstanding anything therein to the contrary, the Indenture Trustee shall be entitled to make withdrawals or order transfers of funds from the Collection Account, in the amount of all reasonable and appropriate out-of-pocket costs and expenses incurred by the Indenture Trustee in connection with any misdirected funds described in the second foregoing sentence.

Section 8.2 Establishment of Accounts.

(a) The Issuer, for the benefit of the Noteholders and each Hedge Counterparty, shall cause to be established and maintained with the Securities Intermediary a non-interest bearing trust account on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Collection Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders and each Hedge Counterparty. The Issuer, for the benefit of the Noteholders and each Hedge Counterparty, shall deposit, or cause its Affiliate to deposit, any and all funds received pursuant to any Hedge Agreement into the Collection Account, subject only to the terms of the Joint Operating Agreement; provided, however, any such amounts received as "Posted Collateral" pursuant to the terms of a Hedge Agreement shall be deposited into the Hedge Collateral Account.

(b) The Issuer, for the benefit of the Noteholders and the Hedge Counterparty, shall cause to be established and maintained with the Securities Intermediary a non-interest bearing trust account on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Asset Disposition Proceeds Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders and the Hedge Counterparty.

(c) The Issuer, for the benefit of the Noteholders and the Hedge Counterparties, shall cause to be established and maintained with the Securities Intermediary a non-interest bearing trust account on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Liquidity Reserve Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders and the Hedge Counterparty.

(d) The Issuer, for the benefit of the Noteholders and the Hedge Counterparties, may from to time to time by written direction to the Indenture Trustee cause to be established and maintained with the Securities Intermediary one or more accounts or sub-accounts on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Hedge Collateral Accounts"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders and the Hedge Counterparties. Amounts posted as collateral to the Issuer under an applicable Hedge Agreement shall be deposited in such accounts and held therein in accordance with the terms of the applicable Hedge Agreement. The Manager shall have the power to instruct the Indenture Trustee in writing to establish the Hedge Collateral Accounts and to make withdrawals and returns from the Hedge Collateral Accounts for the purpose of permitting the Issuer to carry out its respective duties under the applicable Hedge Agreement. Notwithstanding anything contained herein to the contrary, the parties hereby acknowledge and agree that the Hedge Counterparty's right to the return of any excess collateral posted under the Hedge Agreement, as determined in accordance with the terms of the relevant Hedge Agreement, and held in the Hedge Collateral Account, shall be senior in all respects to any rights or interests of the Indenture Trustee in such Hedge Collateral Account for the benefit of the Noteholders and the Hedge Counterparties.

(e) Funds on deposit in each of (i) the Collection Account, (ii) the Asset Disposition Proceeds Account and (iii) Liquidity Reserve Account (together, the "Issuer Accounts") shall be invested by the Indenture Trustee in Permitted Investments selected by the Manager. In absence of written direction from the Manager, such funds shall remain uninvested. All such Permitted Investments shall be held by the Indenture Trustee for the benefit of the Noteholders and the Hedge Counterparties; provided, that on each Payment Determination Date all interest and other Investment Earnings on funds on deposit in the Issuer Accounts shall be deposited into the Collection Account and shall be deemed to constitute a portion of Available Funds for the related Payment Date. Other than as permitted by the Majority Noteholders (with prompt notice to the Hedge Counterparties), funds on deposit in the Issuer Accounts shall be invested in Permitted Investments that will mature (A) not later than the Business Day immediately preceding the next Payment Date or (B) on or before 10:00 a.m. on such next Payment Date if such investment is held in the corporate trust department of the institution with which the Issuer Accounts are then maintained and is invested either (i) in a time deposit of the Indenture Trustee with a credit rating in one of the generic rating categories that signifies investment grade of at least one of the Rating Agencies (such account being maintained within the corporate trust department of the Indenture Trustee), or (ii) in the Indenture Trustee's common trust fund so long as such fund has a credit rating in one of the generic rating categories that signifies investment grade of at least one of the Rating Agencies; provided, further, that Permitted Investments shall be available for redemption and use by the Indenture Trustee on the relevant Payment Date. In no event shall the Indenture Trustee be held liable for investment losses in Permitted Investments pursuant to this Section 8.2(e), except in its capacity as obligor thereunder.

(f) The Indenture Trustee shall possess all right, title and interest in all funds on deposit from time to time in the Issuer Accounts and Hedge Collateral Accounts and in all proceeds thereof (including all income thereon) and all such funds, investments, proceeds and income shall be part of the Collateral. The Issuer Accounts shall be under the sole dominion and control of the Indenture Trustee for the benefit of the Noteholders and the Hedge Counterparties. If, at any time, any of the Issuer Accounts and/or Hedge Collateral Accounts cease to be an Eligible Account, the Indenture Trustee shall within ten (10) Business Days (or such longer period, not to exceed thirty (30) calendar days with the prior written consent the Majority Noteholders) establish a new Issuer Account and/or Hedge Collateral Accounts, as applicable, as an Eligible Account and shall transfer any cash and/or any investments to such new Issuer Account and/or Hedge Collateral Accounts, as applicable. The Indenture Trustee, Paying Agent or the other Person holding the Issuer Accounts and Hedge Collateral Accounts as provided in this Section 8.2(f) shall be the "Securities Intermediary." On the date hereof, the Securities Intermediary is the Indenture Trustee. If the Securities Intermediary shall be a Person other than the Indenture Trustee, the Manager shall obtain the express agreement of such Person to the obligations of the Securities Intermediary set forth in this Section 8.2.

(i) The Securities Intermediary agrees, by its acceptance hereof, that:

(A) The Issuer Accounts and Hedge Collateral Accounts are securities accounts and are accounts to which Financial Assets will be credited.

(B) All securities or other property underlying any Financial Assets credited to the Issuer Accounts and Hedge Collateral Accounts shall be registered in the name of the Securities Intermediary, indorsed to the Securities Intermediary or in blank or credited to another securities account maintained in the name of the Securities Intermediary and in no case will any Financial Asset credited to any of the Issuer Accounts or Hedge Collateral Accounts be registered in the name of the Issuer or the Manager, payable to the order of the Issuer or the Manager or specially indorsed to the Manager or Diversified except to the extent the foregoing have been specially indorsed to the Securities Intermediary or in blank.

(C) All property delivered to the Securities Intermediary pursuant to this Indenture will be promptly credited to the appropriate Issuer Account or Hedge Collateral Accounts, as applicable.

(D) Each item of property (whether investment property, Financial Asset, security, instrument or cash) credited to an Issuer Account or Hedge Collateral Accounts, as applicable, shall be treated as a "financial asset" within the meaning of Section 8-102(a)(9) of the New York UCC.

(E) If at any time the Securities Intermediary shall receive any order from the Indenture Trustee directing transfer or redemption of any Financial Asset relating to the Issuer Accounts, or Hedge Collateral Accounts, as applicable, the Securities Intermediary shall comply with such entitlement order without further consent by the Issuer, the Manager or any other Person.

(F) The Issuer Accounts and Hedge Collateral Accounts shall be governed by the Laws of the State of New York, regardless of any provision in any other agreement. For purposes of the UCC, New York shall be deemed to be the Securities Intermediary's jurisdiction and the Issuer Accounts and Hedge Collateral Accounts (as well as the securities entitlements (as defined in Section 8-102(a)(17) of the UCC) related thereto) shall be governed by the Laws of the State of New York.

(G) The Securities Intermediary has not entered into, and until the termination of this Indenture will not enter into, any agreement with any other person relating to the Issuer Accounts or Hedge Collateral Accounts and/or any Financial Assets credited thereto pursuant to which it has agreed to comply with entitlement orders (as defined in Section 8-102(a)(8) of the New York UCC) of such other person and the Securities Intermediary has not entered into, and until the termination of this Indenture will not enter into, any agreement with the Issuer, the Manager or the Indenture Trustee purporting to limit or condition the obligation of the Securities Intermediary to comply with entitlement orders as set forth in Section 8.2(f)(i)(E) hereof.

(H) Except for the claims and interest of the Indenture Trustee and of the Issuer in the Issuer Accounts and Hedge Collateral Accounts, the Securities Intermediary knows of no claim to, or interest in, the Issuer Accounts or Hedge Collateral Accounts or in any Financial Asset credited thereto. If any other person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Issuer Accounts, Hedge Collateral Accounts or in any Financial Asset carried therein, the Securities Intermediary will promptly notify the Indenture Trustee, the Manager, the Issuer and, to the extent the Notes are rated by any Rating Agency, each such Rating Agency thereof.

(I) The Securities Intermediary will promptly send copies of all statements, confirmations and other correspondence concerning the Issuer Accounts and Hedge Collateral Accounts and/or any Issuer Account Property simultaneously to each of the Manager and the Indenture Trustee.

(J) The Securities Intermediary (A) shall be a corporation or national bank that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity hereunder, (B) shall not be an Affiliate of the Issuer, (C) shall have a combined capital and surplus of at least U.S.$200,000,000, (D) shall be subject to supervision or examination by United States federal or state authority and (E) shall have a rating of at least "Baa1" or better by Moody's, "BBB+" or better by S&P, and "BBB" or better by Fitch (if such entity is rated by Fitch).

(K) The Securities Intermediary shall treat the Indenture Trustee as entitled to exercise the rights that comprise each financial asset credited to any Issuer Account and the Hedge Collateral Account.

(L) The Securities Intermediary shall not change the name or the account number of any Issuer Account or Hedge Collateral Account without the prior written consent of the Indenture Trustee (acting at the written direction of the Majority Noteholders).

(M) The Securities Intermediary shall not be a party to any agreement that is inconsistent with this Indenture, or that limits or conditions any of its obligations under this Indenture. The Securities Intermediary shall not take any action inconsistent with the provisions of this Indenture applicable to it.

(N) Each item of property credited to each Issuer Account and Hedge Collateral Account shall not be subject to, and the Securities Intermediary hereby waives, any security interest, lien, claim, encumbrance, or right of setoff in favor of the Securities Intermediary or anyone claiming through the Securities Intermediary (other than the Indenture Trustee).

(O) For purposes of Article 8 of the UCC, the jurisdiction of the Securities Intermediary with respect to the Collateral shall be the State of New York.

(P) It is the intent of the Indenture Trustee and the Issuer that each Issuer Account and Hedge Collateral Account shall be a securities account on behalf of the Indenture Trustee for the benefit of the Noteholders and each Hedge Counterparty and not an account of the Issuer.

(ii) The Manager shall have the power to instruct the Indenture Trustee in writing to make withdrawals and payments from the Issuer Accounts and Hedge Collateral Accounts for the purpose of permitting the Manager to carry out its respective duties under the Management Services Agreement or hereunder or permitting the Indenture Trustee to carry out its duties under the Indenture; provided, that the Indenture Trustee shall have no responsibility for monitoring the Manager's duties and shall rely exclusively on such written direction to determine if a withdrawal or payment should be made.

Section 8.3 Collection of Money. Except as otherwise expressly provided herein, the Indenture Trustee may demand payment or delivery of, and shall receive and collect, directly and without intervention or assistance of any fiscal agent or other intermediary, all money and other property payable to or receivable by the Indenture Trustee pursuant to this Indenture. The Indenture Trustee shall apply all such money received by it as provided in this Indenture. Except as otherwise expressly provided in this Indenture, if any default occurs in the making of any payment or performance under any agreement or instrument that is part of the Collateral, the Indenture Trustee may take such action as may be appropriate to enforce such payment or performance, including the institution and prosecution of appropriate Proceedings. Any such action shall be without prejudice to any right to claim a Default or Event of Default under this Indenture and any right to proceed thereafter as provided in Article V.

Section 8.4 Asset Disposition Proceeds.

(a) In the event that the Issuer shall sell, transfer or otherwise dispose of any Assets in a Permitted Disposition or purchased by the Manager from the Issuer pursuant to Section 2(c)(iii) of the Management Services Agreement and, on a pro forma basis after giving effect to such sale, the DSCR shall be equal to or greater than 1.30 to 1.00 and the LTV shall be equal to or less than 85%, then the Issuer shall instruct the Paying Agent, on behalf of the Indenture Trustee, in writing to deposit the net proceeds of such disposition ("Asset Disposition Proceeds") into the Asset Disposition Proceeds Account. In the event that, on a pro forma basis after giving effect to such sale, the DSCR shall be less than 1.30 to 1.00 or the LTV shall be greater than 85%, then the Issuer shall instruct the Paying Agent, on behalf of the Indenture Trustee, in writing to deposit (i) an amount, up to the total net proceeds of such disposition, into the Collection Account equal to the amount necessary, on a pro forma basis after giving effect to the sale, to cause the DSCR to be equal to or greater than 1.30 to 1.00 and the LTV to be equal to or less than 85%; and (ii) following such deposit into the Collection Account, any remaining net proceeds from such disposition into the Asset Proceeds Disposition Account. For the avoidance of doubt, any amounts deposited in the Asset Proceeds Disposition Account pursuant to the immediately preceding clause (ii) shall constitute Asset Disposition Proceeds.

(b) Amounts on deposit in the Asset Disposition Proceeds Account may be used to purchase Additional Assets (to the extent such purchase satisfies the requirements under clause (c) of the definition of Permitted Dispositions). In the event of such a purchase of Additional Assets, the Issuer shall provide written direction to the Indenture Trustee to make payment of the purchase price to such Person no later than five (5) Business Days prior to such acquisition; provided, that the Issuer certifies to the Indenture Trustee that (i) no Rapid Amortization Event exists, no Default or Event of Default has occurred and is continuing, (ii) no selection procedures materially adverse to the Noteholders or any of the Hedge Counterparties were used in selecting such Additional Assets for purchase, (iii) the DSCR shall not be less than 1.30 to 1.00, the IO DSCR shall not be less than 2.00 to 1.00 and the LTV shall not be greater than 85% (each on a pro forma basis after giving effect to such contemplated purchase of Additional Assets or the repayment Notes) and (iv) to the extent the Notes are rated by any Rating Agency, the Rating Agency Condition shall have been satisfied with respect thereto.

(c) In the event that any Asset Disposition Proceeds on deposit in the Asset Disposition Proceeds Account are not applied to the purchase of Additional Assets by the Payment Determination Date of the Collection Period following 180 days subsequent to the end of the Collection Period in which such Asset Disposition Proceeds were deposited into the Asset Disposition Proceeds Account (the "Asset Purchase Period"), the Issuer, or Manager on its behalf, shall direct the Indenture Trustee to deposit such remaining amounts into the Collection Account; provided, however, that the Issuer, or Manager on its behalf, may, in its sole discretion, direct the Paying Agent on behalf of the Indenture Trustee to deposit such remaining amounts into the Collection Account prior to the end of the Asset Purchase Period.

Section 8.5 Reserve Reports. The Issuer will be required to deliver, or to cause the Manager to deliver, to the Indenture Trustee, the Back-up Manager and, to the extent the Notes are rated by any Rating Agency, each such Rating Agency an updated Reserve Report within ninety (90) days of the commencement of each calendar year, and, to the extent the Issuer, or the Manager on the Issuer's behalf, in its discretion obtains an updated Reserve Report prior to any otherwise scheduled annually updated Reserve Report, the Issuer, or the Manager on the Issuer's behalf, will be required to deliver each such updated Reserve Report to such persons promptly upon its receipt thereof. The Reserve Report shall be prepared by or under the supervision of the Chief Operating Officer (or similarly titled position) of the Manager, who shall certify such Reserve Report to be true and accurate and to have been prepared in accordance with the procedures used in the immediately preceding Reserve Report (and, with respect to the first Reserve Report delivered by the Issuer under this Agreement, the Separation Agreement Reserve Report). With the delivery of each Reserve Report, the Issuer shall provide to the Indenture Trustee, the Back-up Manager and, to the extent the Notes are rated by any Rating Agency, each such Rating Agency a certificate from a Responsible Officer of the Manager certifying that in all material respects the information contained in the Reserve Report and any other information delivered in connection therewith is true and correct, the Issuer owns good and defensible title to the Assets evaluated in such Reserve Report, such Assets are free of all Liens except for Permitted Liens and that, to the extent there has been a change in the Net Revenue Interest or Working Interest, that change is identified in an exhibit to the certificate. With the delivery of each Reserve Report, the Issuer shall provide to the Indenture Trustee, the Back-up Manager and, to the extent the Notes are rated by any Rating Agency, each such Rating Agency a report that shows any change, set forth to the eighth decimal place, in the Net Revenue Interest relating to the prior year or Working Interest relating to the prior year with respect to any Well from the Net Revenue Interest or Working Interest provided in the previous Reserve Report, and except to the extent already included in a report under this Section 8.5. The Indenture Trustee shall promptly make any such Reserve Reports, certificates and other reports delivered pursuant to this Section 8.5 available to the Noteholders and the Hedge Counterparties.

Section 8.6 Distributions.

(i) Except as otherwise provided in clause (ii) below, on each Payment Date, the Issuer, or the Manager on the Issuer's behalf, shall instruct the Indenture Trustee in writing (based solely on the information contained in the Payment Date Report delivered on the related Payment Determination Date pursuant to this Section 8.6) to apply all Available Funds and all amounts in the Collection Account for payments of the following amounts in the following order of priority:

(A) (1) to the Indenture Trustee, the Indenture Trustee's (x) fees and any accrued and unpaid fees of the Indenture Trustee with respect to prior Payment Dates, plus (y) any Administrative Expenses, expenses and indemnities owed to the Indenture Trustee; provided, that, in no event shall the cumulative aggregate amount paid to the Indenture Trustee pursuant to this clause (A)(1) exceed $150,000 in any calendar year (provided, that any amounts in excess of $150,000 which are unpaid pursuant to the cap herein or pursuant to Section 8.6(i)(I) shall remain due and owing to the Indenture Trustee and payable in the following year and each subsequent year thereafter until repaid in full); provided, however, that in the event of a liquidation following an Event of Default, no such cap shall apply, and (2) to the Back-up Manager, the Back-up Management Fee and any accrued and unpaid Back-up Management Fees or indemnity amounts with respect to prior Payment Dates, plus any Administrative Expenses payable to the Back-up Manager; provided, that, in no event shall the cumulative aggregate amount of payments paid pursuant to this clause (A)(2) exceed (i) $150,000 in any calendar year during which the Back-up Manager does not perform any Warm Back-up Management Duties or Hot Back-up Management Duties (provided, that any amounts in excess of $150,000 which are unpaid pursuant to the cap herein shall remain due and owing to the Back-up Manager and payable in the following year and each subsequent year thereafter until repaid in full), (ii) $550,000 in any calendar year during which the Back-up Manager performs Warm Back-up Management Duties (but not Hot Back-up Management Duties) (provided, that any amounts in excess of $550,000 which are unpaid pursuant to the cap herein shall remain due and owing to the Back-up Manager and payable in the following year and each subsequent year thereafter until repaid in full), and (iii) $1,000,000 in any calendar year during which the Back-up Manager performs Hot Back-up Management Duties (provided, that any amounts in excess of $1,000,000 which are unpaid pursuant to the cap herein shall remain due and owing to the Back-up Manager and payable in the following year and each subsequent year thereafter until repaid in full);

(B) to the Manager, the Administration Fee and any accrued and unpaid Administration Fees with respect to prior Payment Dates; provided, that, in no event shall the cumulative aggregate amount of Administration Fees paid pursuant to this clause (B) exceed $300,000 in any calendar year;

(C) *pro rata and pari passu*, (A) to the Hedge Counterparties, pro rata, any net payments and any amounts owed under clause (b)(ii) of the Gas Annex (as set forth in and defined in the related Hedge Agreement), to MRTL as Hedge Counterparty under the MRTL Hedge Agreement, any MRTL Liquidity Charge Payment Amount (provided the Issuer has received written notice from MRTL of its calculation of such amount) due and payable by the Issuer under the related Hedge Agreements, and to the Hedge Counterparties, *pro rata*, any net payments due and payable by the Issuer under the related Hedge Agreements, in each case, other than termination amounts, and (B) to the Noteholders, pro rata, based on the Note Interest due, the Note Interest for such Payment Date;

(D) to the Liquidity Reserve Account, the amount necessary to cause the balance in the Liquidity Reserve Account to equal the Liquidity Reserve Account Target Amount;

(E) *pro rata and pari passu*, (A) to the Noteholders, *pro rata*, based on the Outstanding Principal Balance, as payment of principal on the Notes, the Principal Distribution Amount with respect to such Payment Date, and (B) to the Hedge Counterparties, *pro rata*, any termination payments owed as a result of an event of default under Sections 5(a)(i) (Failure to Pay) or 5(a)(vii) (Bankruptcy) (but only if such bankruptcy is as a result of a failure to pay debts), in each case where Issuer is the Defaulting Party of the related Hedge Agreement;

(F) to the Noteholders, *pro rata*, based on the Outstanding Principal Balance, the Excess Amortization Amount (if any) with respect to such Payment Date;

(G) to the Hedge Counterparties, *pro rata*, any termination amounts due and payable by the Issuer under the related Hedge Agreements but not paid in accordance with Clause (E) above;

(H) to the Noteholders, any remaining amounts owed under the Basic Documents;

(I) to the Indenture Trustee and the Back-up Manager, any amounts owed but not paid in accordance with clause (A) above;

(J) to the Manager, any unpaid AFE Cover Amounts and any amounts owed but not paid in accordance with clause (B) above;

(K) to Diversified, any indemnity amount due and payable under the Separation Agreement; and

(L) to the Issuer, any remaining Available Funds, free and clear of the lien of the Indenture; provided, that, during the continuance of any event or condition that, with notice, the lapse of time, or both, would constitute a Rapid Amortization Event, an Event of Default or a Material Manager Default, any remaining amounts shall remain on deposit in the Collection Account or the Liquidity Reserve Account, as applicable, for application as Available Funds.

(ii) On each Payment Date (a) as of which the Notes have been accelerated as a result of an Event of Default, (b) on which an Optional Redemption is scheduled to occur or (c) that is on or after the Final Scheduled Payment Date, in each case as specified solely in the Payment Date Report, Available Funds and all amounts in the Liquidity Reserve Account shall be distributed by the Indenture Trustee in the following order and priority of payments:

(A) all payments required and in the order required by Section 8.6(i)(A) and (B), in each case without giving effect to the provisos stated therein;

(B) *pro rata and pari passu*, (A) to the Hedge Counterparties, *pro rata,* any net payments and any amounts owed under clause (b)(ii) of the Gas Annex (as set forth in and defined in the related Hedge Agreement) (other than any termination amounts), and to MRTL as Hedge Counterparty under the MRTL Hedge Agreement, any MRTL Liquidity Charge Payment Amount (provided the Issuer has received written notice from MRTL of its calculation of such amount), due and payable by the Issuer, and (B) to the Noteholders, *pro rata*, based on the respective Note Interest due, the Note Interest;

(C) *pro rata* and *pari passu*, (A) to the Noteholders, *pro rata*, the Outstanding Principal Balance, and (B) to the Hedge Counterparties, *pro rata*, any amounts due and payable by the Issuer under the related Hedge Agreements;

(D) to the Noteholders, any remaining amounts owed under the Basic Documents;

(E) *pro rata* and *pari passu*, to the Indenture Trustee, the Back-up Manager and the Manager, any amounts owed but not paid in accordance with clause (A) above; and

(F) to the Issuer, all remaining amounts, free and clear of the lien of the Indenture.

(iii) On or prior to the close of business on each Payment Determination Date, the Manager shall calculate all amounts required to be withdrawn from the Collection Account and distributed in accordance with the priority of payments under Section 8.6(i) and Section 8.6(ii) and shall provide such calculation to the Indenture Trustee as set forth in the Payment Date Report.

Section 8.7 Liquidity Reserve Account.

(a) On the Closing Date, the Issuer shall cause an amount not less than the Liquidity Reserve Account Initial Deposit to be deposited by the Indenture Trustee into the Liquidity Reserve Account.

(b) If the amount on deposit in the Liquidity Reserve Account on any Payment Date (after giving effect to all deposits thereto or withdrawals therefrom on such Payment Date) is greater than the Liquidity Reserve Account Target Amount for such Payment Date, the Manager shall instruct the Indenture Trustee to withdraw such amount from the Liquidity Reserve Account and apply it as Available Funds for such Payment Date as set forth in the Payment Date Report.

(c) Without duplication, in the event that the Available Funds for a Payment Date are not sufficient to make the full amount of the payments and deposits required pursuant to Sections 8.6(i)(A) through (C) on such Payment Date, the Manager shall instruct the Paying Agent on behalf of the Indenture Trustee to withdraw from the Liquidity Reserve Account on such Payment Date an amount equal to such shortfall, to the extent of funds available therein, and pay or deposit such amount according to the priorities set forth in Sections 8.6(i)(A) through (C). In addition, if Section 8.6(ii) applies, all amounts shall be withdrawn from the Liquidity Reserve Account and applied as provided in Section 8.6(ii), as set forth in the Payment Date Report.

(d) Following the payment in full of the aggregate Outstanding Amount of the Notes and of all other amounts owing or to be distributed hereunder to Noteholders and the Hedge Counterparties, any amount remaining on deposit in the Liquidity Reserve Account shall be distributed to the Issuer free and clear of the lien of this Indenture upon written direction to the Indenture Trustee by the Manager.

Section 8.8 Statements to Noteholders. On or prior to the close of business on each Payment Determination Date, the Issuer shall cause the Manager to provide to the Indenture Trustee for the Indenture Trustee to post on its internet website pursuant to Section 6.6 of the Indenture, a statement substantially in the form of Exhibit D hereto, setting forth at least the following information as to the Notes, to the extent applicable:

(a) the amount of Collections and Asset Disposition Proceeds, if any, received in the Collection Account with respect to the related Collection Period;

(b) confirmation of compliance with the terms of the Indenture and the other Transaction Documents;

(c) other reports received or prepared by the Manager in respect of the Oil and Gas Portfolio and the hedging agreements;

(d) the amount of Administrative Expenses, Direct Expenses and indemnity payments paid to each party or withheld by the Operator pursuant to the Joint Operating Agreement or the Management Services Agreement during the most recent Collection Period;

(e) the amount of any fees paid to the Indenture Trustee, the Manager or the Back-up Manager with respect to the related Collection Period;

(f) if any, the amount of any payment (including termination payments) paid to the Hedge Counterparties with respect to the related Collection Period;

(g) the amount deposited in or withdrawn from the Liquidity Reserve Account on such Payment Determination Date, the amount on deposit in the Liquidity Reserve Account after giving effect to such deposit or withdrawal and the Liquidity Reserve Account Target Amount for such Payment Date;

(h) the Outstanding Principal Amount, the Principal Distribution Amount and the Excess Amortization Amount (if any), with respect to such Payment Determination Date;

(i) the Note Interest with respect to such Payment Date;

(j) the Excess Allocation Percentage (if any) with respect to such Payment Date;

(k) the amount of the DSCR, the IO DSCR, the LTV, the Floor Value, the Production Tracking Rate and the Securitized Net Cash Flow, in each case with respect to the related Collection Period

(l) the amounts on deposit in each Account as of the related Payment Determination Date;

(m) amounts due and owing and paid to the Noteholders under the Note Purchase Agreement and other Basic Documents;

(n) identification of any Assets repurchased by Diversified by Well number with respect to such Asset (as specified in the Schedule of Assets);

(o) a listing of all Permitted Indebtedness outstanding as of such date;

(p) the amount of any Excess Funds and AFE Cover Amounts utilized to participate in AFE Operations during the related Collection Period;

(q) a listing of any Additional Assets acquired by the Issuer;

(r) the amount of Asset Disposition Proceeds deposited in the Asset Disposition Proceeds Account;

(s) on an annual basis such report shall include any change, set forth to the fourth decimal place, in the Net Revenue Interest or Working Interest with respect to any Well from the Net Revenue Interest or Working Interest reflected in the most recent Reserve Report, except to the extent already expressly identified in a report under this Section 8.8;

(t) any material Environmental Liability of which Issuer, Operator, Manager or any Affiliate thereof obtained Knowledge since the most recent report delivered under this Section 8.8;

(u) the filing or commencement of, or the threat in writing of, any action, suit, investigation, arbitration or proceeding by or before any arbitrator or Governmental Body against Issuer, or any material adverse development in any action, suit, proceeding, investigation or arbitration (whether or not previously disclosed), that, in either case, if adversely determined, could reasonably be expected to result in liability in excess of $250,000; and

(v) a reasonably detailed description of any Permitted Dispositions.

Deliveries pursuant to this Section 8.8 or any other Section of this Indenture may be delivered by electronic mail.

Section 8.9 Risk Retention Disclosure.

(a) Within thirty (30) calendar days following the Closing Date, the Indenture Trustee, based solely on information provided to it by Diversified, will make available to Noteholders and the Hedge Counterparties, a statement with valuations prepared by Diversified, and furnished to the Indenture Trustee by Diversified in accordance with the terms hereof, that will set forth the following information:

(i) the fair value, expressed as a percentage of the fair value of all of the asset-backed securities issued by the Issuer on the Closing Date and by dollar amount, of the Risk Retained Interest retained by Diversified Holdings (or its majority-owned affiliate) as of the Closing Date, based on actual sale prices and finalized tranche sizes;

(ii) the fair value, expressed as a percentage of the fair value of all of the asset-backed securities issued by the Issuer on the Closing Date and by dollar amount, of the horizontal risk retention interest that Diversified is required to retain under the U.S. Credit Risk Retention Rules as of the Closing Date; and

(iii) in no event shall the Indenture Trustee have any responsibility to monitor compliance with or enforce compliance with U.S. Credit Risk Retention Rules or other rules or regulations relating to risk retention. The Indenture Trustee shall not be charged with knowledge of such rules, nor shall it be liable to any Noteholder or other party for violation of such rules now or hereinafter in effect.

Section 8.10 [*Reserved*].

Section 8.11 Original Documents. The Indenture Trustee agrees to hold any assignments of mortgage or deeds of trust that are part of the Collateral received by it. The Indenture Trustee shall keep such documents in its possession separate and apart from all other property that it is holding in its possession and from its own general assets. The Indenture Trustee shall keep records showing that it is holding such documents pursuant to this Indenture. Such documents shall be released by the Indenture Trustee to or at the direction of the Issuer upon the satisfaction and discharge of this Indenture.

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 9.1 Supplemental Indentures with Consent of Noteholders and Hedge Counterparties.

(a) The Issuer and the Indenture Trustee, when authorized by an Issuer Order, may, with the consent of the Majority Noteholders by Act of the Noteholders delivered to the Issuer and the Indenture Trustee, and with notice to each Hedge Counterparty (and the consent of any Hedge Counterparty if the rights of such Hedge Counterparty would be adversely affected in any material respect), and, to the extent the Notes are rated by any Rating Agency, written confirmation from such Rating Agency that no immediate withdrawal or reduction with respect to its then-current rating of any class of rated Notes will occur as a result, by Act of the Noteholders delivered to the Issuer and the Indenture Trustee, enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Indenture or of modifying in any manner the rights of the Holders of the Notes under this Indenture; provided, however, that no such supplemental indenture shall, without the consent of the Holder of each Outstanding Note affected thereby:

(i) change the Final Scheduled Payment Date or the date of payment of any installment of principal of or interest on any Note, or reduce the principal amount thereof, the Interest Rate thereon or the Redemption Price or Change of Control Redemption Price, as applicable, with respect thereto, change the provisions of this Indenture relating to the application of collections on, or the proceeds of the sale of, the Collateral to payment of principal of or interest on the Notes, or change any place of payment where, or the coin or currency in which, any Note or the interest thereon is payable, or impair the right to institute suit for the enforcement of the provisions of this Indenture requiring the application of funds available therefor, as provided in Article V, to the payment of any such amount due on the Notes on or after the respective due dates thereof (or, in the case of redemption, on or after the Redemption Date);

(ii) reduce the percentage of the Outstanding Amount of the Notes, the consent of the Holders of which is required for any such supplemental indenture, or the consent of the Holders of which is required for any waiver of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences provided for in this Indenture;

(iii) modify or alter the provisions of the proviso to the definition of the term "Outstanding";

(iv) modify or alter the definitions of the terms "Available Funds," "Equity Contribution Cure," "Excess Allocation Percentage," "Excess Amortization Amount," "Excess Funds," "Floor Value," "Liquidity Reserve Target Amount," "Majority Noteholders," "Permitted Dispositions," "Principal Distribution Amount," "Production Tracking Rate," "Rapid Amortization Event," "Redemption Price," "Reserve Report," "Scheduled Principal Distribution Amount," "Securitized Net Cash Flow," "Warm Trigger Event," "DSCR," "IO DSCR" or "LTV";

(v) reduce the percentage of the Outstanding Amount of the Notes required to direct the Indenture Trustee to direct the Issuer to sell or liquidate the Collateral pursuant to Section 5.4;

(vi) modify any provision of this Section 9.1 except to increase any percentage specified herein or to provide that certain additional provisions of this Indenture or the Basic Documents cannot be modified or waived without the consent of the Holder of each Outstanding Note affected thereby;

(vii) modify Section 8.6 or modify any of the provisions of this Indenture in such manner as to affect the calculation of the amount of any payment of interest or principal due on any Note on any Payment Date (including the calculation of any of the individual components of such calculation) or to affect the rights of the Holders of Notes to the benefit of any provisions for the mandatory redemption of the Notes contained herein;

(viii) permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture with respect to any part of the Collateral or, except as otherwise permitted or contemplated herein, terminate the lien of this Indenture on any property at any time subject hereto or deprive the Holder of any Note of the security provided by the lien of this Indenture; or

(ix) except as provided in Section 5.4(a)(iv), liquidate the Assets when the proceeds of such sale would be insufficient to fully pay the Notes.

(b) The Indenture Trustee shall rely exclusively on an Officer's Certificate of the Issuer and an Opinion of Counsel to determine whether any such action would require the consent of the Majority Noteholders, the consent of all of the Noteholders or the consent of any Hedge Counterparty. The Indenture Trustee shall not be liable for reliance on such Officer's
Certificate or Opinion of Counsel.

(c) It shall not be necessary for any Act of Noteholders under this Section 9.1 to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such Act shall approve the substance thereof.

(d) Promptly after the execution by the Issuer and the Indenture Trustee of any supplemental indenture pursuant to this Section 9.1, the Indenture Trustee shall transmit to the Holders of the Notes, the Hedge Counterparties and, to the extent the Notes are rated by any Rating Agency, such Rating Agencies a notice (to be provided by the Issuer) setting forth in general terms the substance of such supplemental indenture and a copy of such supplemental indenture. Any failure of the Indenture Trustee to transmit such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

Section 9.2 Execution of Supplemental Indentures. In executing, or permitting the additional trusts created by, any supplemental indenture permitted by this Article IX or the modification thereby of the trusts created by this Indenture, the Indenture Trustee shall be provided with and, subject to Sections 6.1 and 6.2, shall be fully protected in relying upon, an Officer's Certificate of the Issuer and an Opinion of Counsel stating that the execution of such supplemental indenture (i) is authorized or permitted by this Indenture and that all conditions precedent under this Indenture for the execution of the supplemental indenture have been complied with, (ii) will not cause the Issuer to become a corporation or another entity taxable as a corporation for U.S. federal income tax purposes, and (iii) will not cause the Notes that were characterized as indebtedness at issuance to be treated as other than indebtedness for U.S. federal income tax purposes; provided, that the Opinion of Counsel described in clause (ii) and clause (iii) will be subject to the same conditions, exclusions and limitations as any Opinion of Counsel with respect to such matters given upon the issuance of the Notes. The Indenture Trustee may, but shall not be obligated to, enter into any such supplemental indenture that affects the Indenture Trustee's own rights, duties, liabilities or immunities under this Indenture or otherwise. To the extent any Rating Agency rates the Notes, the Indenture Trustee shall notify each such Rating Agency of the execution of any Supplemental Indentures. The Issuer shall notify the Back-Up Manager of any amendment to the Basic Documents that (x) modifies the duties of the Manager or Operator and (y) adversely affects or increases the duties of the Back-up Manager. No amendment to a Basic Document that adversely affects or increases the duties of the Back-Up Manager will be effective without the consent of the Back-Up Manager.

Section 9.3 Effect of Supplemental Indenture. Upon the execution of any supplemental indenture pursuant to the provisions hereof, this Indenture shall be and shall be deemed to be modified and amended in accordance therewith with respect to the Notes affected thereby, and the respective rights, limitations of rights, obligations, duties, liabilities and immunities under this Indenture of the Indenture Trustee, the Issuer, the Hedge Counterparties and the Holders of the Notes shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 9.4 Reference in Notes to Supplemental Indentures. If the Issuer or the Indenture Trustee shall so determine, new Notes so modified as to conform, in the opinion of the Indenture Trustee and the Issuer, to any such supplemental indenture may be prepared and executed by the Issuer and authenticated and delivered by the Indenture Trustee in exchange for Outstanding Notes.

ARTICLE X

REDEMPTION OF NOTES

Section 10.1 Optional Redemption.

(a) Subject to Section 10.1(b), the Outstanding Notes are subject to redemption in whole, but not in part (except in the case of a redemption pursuant to Section 9.1(a)), at the direction of the Issuer on the Redemption Date. If the Outstanding Notes, or some portion thereof, are to be redeemed pursuant to this Section 10.1(a), the Issuer shall furnish notice of such election to the Indenture Trustee not later than the close of business on the first (1st) Business Day of the month in which the Redemption Date occurs and the Issuer shall deposit by 10:00 A.M. New York City time on the Redemption Date with the Paying Agent in the Collection Account the Redemption Price of the Notes to be redeemed, whereupon all such Notes shall be due and payable on the Redemption Date upon the furnishing of a notice complying with Section 10.2 to each Holder of the Notes.

(b) Upon the occurrence of a Change of Control, the Outstanding Notes are subject to redemption in whole, but not in part (except in the case of a redemption pursuant to Section 9.1(a)), at the discretion of the Issuer on the Redemption Date at the Change of Control Redemption Price. If the Outstanding Notes, or some portion thereof, are to be redeemed pursuant to this Section 10.1(b), the Issuer shall furnish notice of such election to the Indenture Trustee not later than the close of business on the ninetieth (90th) day subsequent to the date on which the Change of Control occurs and the Issuer shall deposit by 10:00 A.M. New York City time on the Redemption Date with the Paying Agent in the Collection Account the Change of Control Redemption Price of the Notes to be redeemed, whereupon all such Notes shall be due and payable on the Redemption Date upon the furnishing of a notice complying with Section 10.2 to each Holder of the Notes.

Section 10.2 Form of Redemption Notice. Following receipt by the Indenture Trustee of the Issuer's notice of redemption in accordance with Section 10.1, such notice of redemption shall be given by the Indenture Trustee by first-class mail, postage prepaid, or by facsimile mailed or transmitted not later than ten (10) days prior to the applicable Redemption Date to each Holder of Notes affected thereby and each Hedge Counterparty, as of the close of business on the Record Date preceding the applicable Redemption Date, at such Holder's address or facsimile number appearing in the Note Register. To the extent the Notes are rated by any Rating Agency, the Indenture Trustee shall provide a copy of such notice to each such Rating Agency.

All notices of redemption shall state:

(a) the Redemption Date;

(b) the Redemption Price or Change of Control Redemption Price, as applicable; and

(c) the place where such Notes are to be surrendered for payment of the Redemption Price or Change of Control Redemption Price, as applicable (which shall be the office or agency of the Issuer to be maintained as provided in Section 4.2).

Notice of redemption of the Notes shall be given by the Indenture Trustee in the name and at the expense of the Issuer. Failure to give notice of redemption, or any defect therein, to any Holder of any Note shall not impair or affect the validity of the redemption of any other Note.

Section 10.3 Notes Payable on Redemption Date. The Notes or portions thereof to be redeemed shall, following notice of redemption as required by Section 10.2, on the Redemption Date become due and payable at the Redemption Price or Change of Control Redemption Price, as applicable, and (unless the Issuer shall default in the payment of the Redemption Price or Change of Control Redemption Price, as applicable) no interest shall accrue on the Redemption Price or Change of Control Redemption Price, as applicable, for any period after the date to which accrued interest is calculated for purposes of calculating the Redemption Price or Change of Control Redemption Price, as applicable.

ARTICLE XI

SATISFACTION AND DISCHARGE

Section 11.1 Satisfaction and Discharge of Indenture With Respect to the Notes. This Indenture shall cease to be of further effect with respect to the Notes except as to (i) rights of registration of transfer and exchange, (ii) substitution of mutilated, destroyed, lost or stolen Notes, (iii) rights of Noteholders to receive payments of principal thereof and interest thereon, (iv) Sections 4.1, 4.2, 4.3, 4.4, 4.8, 4.11, 4.12, 4.14 and 4.18, (v) the rights, obligations and immunities of the Indenture Trustee hereunder (including the rights of the Indenture Trustee under Section 6.7 and the obligations of the Indenture Trustee under Section 11.2) and (vi) the rights of Noteholders as beneficiaries hereof with respect to the property so deposited with the Indenture Trustee payable to all or any of them, and the Indenture Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture with respect to the Notes, when:

(A) either:

(1) all Notes theretofore authenticated and delivered (other than (i) Notes that have been destroyed, lost or stolen and that have been replaced or paid as provided in Section 2.6 and (ii) Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust, as provided in Section 4.3) have been delivered to the Indenture Trustee for cancellation; or

(2) all Notes not theretofore delivered to the Indenture Trustee for cancellation:

(I) have become due and payable, or

(II) are to be called for redemption within one year under arrangements satisfactory to the Indenture Trustee for the giving of notice of redemption by the Indenture Trustee in the name, and at the expense, of the Issuer,

and the Issuer, in the case of (I) or (II) above, has irrevocably deposited or caused to be irrevocably deposited with the Indenture Trustee cash or direct obligations of or obligations guaranteed by the United States of America (which will mature prior to the date such amounts are payable), in trust for such purpose, in an amount sufficient to pay and discharge the entire indebtedness on such Notes not theretofore delivered to the Indenture Trustee for cancellation when due to the applicable Final Scheduled Payment Date or Redemption Date (if Notes shall have been called for redemption pursuant to Section 10.1), as the case may be;

(B) the Issuer has paid or caused to be paid all other sums payable by the Issuer hereunder; and

(C) the Issuer has delivered to the Indenture Trustee an Officer's Certificate, an Opinion of Counsel and, each meeting the applicable requirements of Section 12.1(a) and, subject to Section 12.2, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with.

Section 11.2 Application of Trust Money. All monies deposited with the Indenture Trustee pursuant to Section 11.1 hereof shall be held on behalf of the Noteholders and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent, as the Indenture Trustee may determine, (i) to the Holders of the particular Notes for the payment or redemption of which such monies have been deposited with the Indenture Trustee, of all sums due and to become due thereon for principal and interest and (ii) to the Hedge Counterparties, of all sums, if any, due or to become due to the applicable Hedge Counterparty under and in accordance with the Hedge Agreements; but such monies need not be segregated from other funds except to the extent required herein or in the Management Services Agreement or required by Law.

Section 11.3 Repayment of Monies Held by Paying Agent. In connection with the satisfaction and discharge of this Indenture with respect to the Notes, all monies then held by any Paying Agent other than the Indenture Trustee under the provisions of this Indenture with respect to such Notes shall, upon demand of the Issuer, be paid to the Indenture Trustee to be held and applied according to Section 4.3 and thereupon such Paying Agent shall be released from all further liability with respect to such monies.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Compliance Certificates and Opinions, etc.

(a) Upon any application or request by the Issuer to the Indenture Trustee to take any action under any provision of this Indenture, the Issuer shall furnish to the Indenture Trustee (i) an Officer's Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with, and (ii) an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with, except that, in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture, no additional certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(i) a statement that each signatory of such certificate or opinion has read or has caused to be read such covenant or condition and the definitions herein relating thereto;

(ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(iii) a statement that, in the opinion of each such signatory, such signatory has made such examination or investigation as is necessary to enable such signatory to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(iv) a statement as to whether, in the opinion of each such signatory, such condition or covenant has been complied with.

Section 12.2 Form of Documents Delivered to Indenture Trustee. In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

(a) Any certificate or opinion of an authorized officer of the Issuer may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which such officer's certificate or opinion is based are erroneous. Any such certificate of an authorized officer or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Manager or the Issuer, stating that the information with respect to such factual matters is in the possession of the Manager or the Issuer, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

(b) Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

(c) Whenever in this Indenture, in connection with any application or certificate or report to the Indenture Trustee, it is provided that the Issuer shall deliver any document as a condition of the granting of such application, or as evidence of the Issuer's compliance with any term hereof, it is intended that the truth and accuracy, at the time of the granting of such application or at the effective date of such certificate or report (as the case may be), of the facts and opinions stated in such document shall in such case be conditions precedent to the right of the Issuer to have such application granted or to the sufficiency of such certificate or report. The foregoing shall not, however, be construed to affect the Indenture Trustee's right to rely upon the truth and accuracy of any statement or opinion contained in any such document as provided in Article VI.

Section 12.3 Acts of Noteholders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Noteholders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Noteholders in person or by agents duly appointed in writing; and except as herein otherwise expressly provided such action shall become effective when such instrument or instruments are delivered to the Indenture Trustee and, where it is hereby expressly required, to the Issuer. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act of the Noteholders" signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Section 6.1) conclusive in favor of the Indenture Trustee and the Issuer, if made in the manner provided in this Section 12.3.

(b) The fact and date of the execution by any person of any such instrument or writing may be proved in any manner that the Indenture Trustee deems sufficient.

(c) The ownership of Notes shall be proved by the Note Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Notes shall bind the Holder of every Note issued upon the registration thereof or in exchange therefor or in lieu thereof, in respect of anything done, omitted or suffered to be done by the Indenture Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Note.

Section 12.4 Notices, etc., to Indenture Trustee and Issuer. Any request, demand, authorization, direction, notice, consent, waiver or act of Noteholders or Hedge Counterparties or other documents provided or permitted by this Indenture shall be in writing and if such request, demand, authorization, direction, notice, consent, waiver or act of Noteholders or the Hedge Counterparties is to be made upon, given or furnished to or filed with:

(i) the Indenture Trustee by any Noteholder, by the Issuer or by any Hedge Counterparty shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing (which may be made via e-mail transmission, pdf, facsimile or overnight delivery) to or with a Responsible Officer of the Indenture Trustee at its Corporate Trust Office, or

(ii) the Issuer by the Indenture Trustee, by any Noteholder or by any Hedge Counterparty shall be sufficient for every purpose hereunder if in writing and sent by facsimile or email, in each case with a copy to follow via first-class mail, postage prepaid to the Issuer addressed to: Diversified ABS LLC, at 1800 Corporate Drive, Birmingham, Alabama 35242, facsimile: (205) 408-0870, email: legalnotice@dgoc.com, with copies (which shall not constitute notice) to (i) Benjamin M. Sullivan, 414 Summers Street, Charleston, West Virginia 25301, email: bsullivan@dgoc.com, and (ii) Latham & Watkins LLP, Attention: David J. Miller, at 811 Main Street, Suite 3700, Houston, Texas 77002, facsimile: (713) 546-5401, email: david.miller@lw.com, or, in each case, at any other address previously furnished in writing to the Indenture Trustee by the Issuer or the Manager. The Issuer shall promptly transmit any notice received by it from the Noteholders to the Indenture Trustee.

(iii) the Manager by the Indenture Trustee, by any Noteholder or by any Hedge Counterparty shall be sufficient for every purpose hereunder if in writing and sent by facsimile or email, in each case with a copy to follow via first-class mail, postage prepaid to the Issuer addressed to: Diversified Production LLC, at 1800 Corporate Drive, Birmingham, Alabama 35242, facsimile: (205) 408-0870, email: legalnotice@dgoc.com, with copies (which shall not constitute notice) to (i) Benjamin M. Sullivan, 414 Summers Street, Charleston, West Virginia 25301, email: bsullivan@dgoc.com, and (ii) Latham & Watkins LLP, Attention: David J. Miller, at 811 Main Street, Suite 3700, Houston, Texas 77002, facsimile: (713) 546-5401, email: david.miller@lw.com, or, in each case, at any other address previously furnished in writing to the Indenture Trustee by the Manager. The Manager shall promptly transmit any notice received by it from the Noteholders to the Indenture Trustee.

(iv) the Operator by the Indenture Trustee, by any Noteholder or by any Hedge Counterparty shall be sufficient for every purpose hereunder if in writing and sent by facsimile or email, in each case with a copy to follow via first-class mail, postage prepaid to the Issuer addressed to: Diversified Production LLC, at 1800 Corporate Drive, Birmingham, Alabama 35242, facsimile: (205) 408-0870, email: legalnotice@dgoc.com, with copies (which shall not constitute notice) to (i) Benjamin M. Sullivan, 414 Summers Street, Charleston, West Virginia 25301, email: bsullivan@dgoc.com, and (ii) Latham & Watkins LLP, Attention: David J. Miller, at 811 Main Street, Suite 3700, Houston, Texas 77002, facsimile: (713) 546-5401, email: david.miller@lw.com, or, in each case, at any other address previously furnished in writing to the Indenture Trustee by the Operator. The Operator shall promptly transmit any notice received by it from the Noteholders to the Indenture Trustee.

The Issuer's obligation to deliver or provide any demand, delivery, notice, communication or instruction to any Person shall be satisfied if such demand, delivery, notice, communication or instruction is posted to the Indenture Trustee's investor reporting website or such other website or distribution service or provider as the Issuer shall designate by written notice to the other parties; provided, however, that any demand, delivery, notice, communication or instruction to the Indenture Trustee shall be provided at its Corporate Trust Office in accordance with Section 12.4(i) hereof.

The Indenture Trustee shall promptly transmit (which may be via electronic mail) any notice received by it from the Noteholders to the Issuer, the Manager and the Hedge Counterparties.

Section 12.5 Notices to Noteholders and Hedge Counterparties; Waiver.

(a) Where this Indenture provides for notice to Noteholders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if posted to the Indenture Trustee's investor reporting website, by electronic transmission or in writing and mailed, first-class, postage prepaid to each Noteholder affected by such event, at such Holder's address as it appears on the Note Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Noteholders is given by mail, neither the failure to mail such notice nor any defect in any notice so mailed to any particular Noteholder shall affect the sufficiency of such notice with respect to other Noteholders, and any notice that is mailed in the manner herein provided shall conclusively be presumed to have been duly given.

(b) Where this Indenture provides for notice to Hedge Counterparties of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if posted to the Indenture Trustee's investor reporting website, by electronic transmission or in writing and mailed, first-class, postage prepaid to each Hedge Counterparty affected by such event, at such Hedge Counterparty's address as it appears on the Hedge Agreement, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Hedge Counterparties is given by mail, neither the failure to mail such notice nor any defect in any notice so mailed to any particular Hedge Counterparty shall affect the sufficiency of such notice with respect to other Hedge Counterparties, and any notice that is mailed in the manner herein provided shall conclusively be presumed to have been duly given.

(c) Where this Indenture provides for notice in any manner, such notice may be waived in writing by any Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice.

(d) In case, by reason of the suspension of regular mail service as a result of a strike, work stoppage or similar activity, it shall be impractical to mail notice of any event to Noteholders when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be satisfactory to the Indenture Trustee shall be deemed to be a sufficient giving of such notice.

Section 12.6 Alternate Payment and Notice Provisions. Notwithstanding any provision of this Indenture or any of the Notes to the contrary, the Issuer may enter into any agreement with any Holder of a Note providing for a method of payment, or notice by the Indenture Trustee or any Paying Agent to such Holder, that is different from the methods provided for in this Indenture for such payments or notices. The Issuer will furnish to the Indenture Trustee a copy of each such agreement and the Indenture Trustee will cause payments to be made and notices to be given in accordance with such agreements.

Section 12.7 Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 12.8 Successors and Assigns. All covenants and agreements in this Indenture and the Notes by the Issuer shall bind its successors and assigns, whether so expressed or not. All agreements of the Indenture Trustee in this Indenture shall bind its successors, co-trustees and agents.

Section 12.9 Severability. In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 12.10 Benefits of Indenture. Nothing in this Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, and the Noteholders, the Hedge Counterparty and any other party secured hereunder, and any other Person with an ownership interest in any part of the Collateral, any benefit or any legal or equitable right, remedy or claim under this Indenture. Each Hedge Counterparty shall be a third-party beneficiary to this Indenture, but only to the extent this it has any rights expressly specified herein.

Section 12.11 Legal Holidays. In any case where the date on which any payment is due shall not be a Business Day, then (notwithstanding any other provision of the Notes or this Indenture) payment need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the date on which nominally due.

Section 12.12 GOVERNING LAW; CONSENT TO JURISDICTION. THIS INDENTURE SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY OTHERWISE APPLICABLE CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS; PROVIDED THAT ANY MATTERS THAT RELATE TO REAL PROPERTY SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE SUCH PROPERTY IS LOCATED. EACH PARTY TO THIS INDENTURE SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS INDENTURE, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE NON-EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, THE COURTS OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND APPELLATE COURTS FROM ANY THEREOF. EACH PARTY (a) CONSENTS TO SUBMIT ITSELF TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR SUCH ACTIONS OR PROCEEDINGS, (b) AGREES THAT IT WILL NOT ATTEMPT TO DENY OR DEFEAT SUCH PERSONAL JURISDICTION BY MOTION OR OTHER REQUEST FOR LEAVE FROM ANY SUCH COURT, AND (c) AGREES THAT IT WILL NOT BRING ANY SUCH ACTION OR PROCEEDING IN ANY COURT OTHER THAN SUCH COURTS. EACH PARTY ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE AND IRREVOCABLE JURISDICTION AND VENUE OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY NON-APPEALABLE JUDGMENT RENDERED THEREBY IN CONNECTION WITH SUCH ACTIONS OR PROCEEDINGS. A COPY OF ANY SERVICE OF PROCESS SERVED UPON THE PARTIES SHALL BE MAILED BY REGISTERED MAIL TO THE RESPECTIVE PARTY EXCEPT THAT, UNLESS OTHERWISE PROVIDED BY APPLICABLE LAW, ANY FAILURE TO MAIL SUCH COPY SHALL NOT AFFECT THE VALIDITY OF SERVICE OF PROCESS. IF ANY AGENT APPOINTED BY A PARTY REFUSES TO ACCEPT SERVICE, EACH PARTY AGREES THAT SERVICE UPON THE APPROPRIATE PARTY BY REGISTERED MAIL SHALL CONSTITUTE SUFFICIENT SERVICE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF A PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 12.13 Counterparts. This Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 12.14 Recording of Indenture. If this Indenture is subject to recording in any appropriate public recording offices, such recording is to be effected by the Issuer and at its expense accompanied by an Opinion of Counsel to the effect that such recording is necessary either for the protection of the Noteholders or any other Person secured hereunder or for the enforcement of any right or remedy granted to the Indenture Trustee under this Indenture.

Section 12.15 No Petition. The Indenture Trustee, by entering into this Indenture, and each Noteholder, by accepting a Note, hereby covenant and agree that they will not at any time institute against the Issuer, or join in any institution against the Issuer of, any involuntary bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any United States federal or state bankruptcy or similar Law in connection with any obligations relating to the Notes, this Indenture or any of the Basic Documents.

Section 12.16 Inspection. The Issuer agrees that, on reasonable prior notice, it will permit any representative of the Indenture Trustee, during the Issuer's normal business hours, to examine all the books of account, records, reports and other papers of the Issuer, to make copies and extracts therefrom, to cause such books to be audited by Independent certified public accountants, and to discuss the Issuer's affairs, finances and accounts with the Issuer's officers, employees and Independent certified public accountants, all at such reasonable times and as often as may be reasonably requested. The Indenture Trustee shall, and shall cause its representatives to, hold in confidence all such information except to the extent disclosure may be required by Law (and all reasonable applications for confidential treatment are unavailing) and except to the extent that the Indenture Trustee may reasonably determine that such disclosure is consistent with its obligations hereunder.

Section 12.17 Waiver of Jury Trial. EACH OF THE ISSUER, EACH NOTEHOLDER AND THE INDENTURE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 12.18 Rating Agency Notice. To the extent the Notes are rated by any Rating Agency, in addition to the information and reports specifically required to be provided to each Rating Agency pursuant to the terms of this Indenture, the Issuer shall, or shall cause the Manager to, upon written request, provide to each Rating Agency all information or reports delivered to the Indenture Trustee hereunder and such additional information as each Rating Agency may from time to time reasonably request. Any Act of the Noteholders or other documents provided or permitted by this Indenture, to be made upon, given or furnished to, or filed with each Rating Agency shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided if in writing to the applicable Rating Agency Contact.

Section 12.19 Rule 17g-5 Information.

(a) To the extent the Notes are rated by any Rating Agency, the Issuer shall comply with its obligations under Rule 17g-5 promulgated under the Exchange Act ("Rule 17g-5"), if any, by its or its agent's posting on the website required to be maintained under Rule 17g-5 (the "17g-5 Website"), no later than the time such information is provided to such Rating Agency, all information that the Issuer or other parties on its behalf, including the Indenture Trustee and the Manager, provide to each such Rating Agency for the purposes of determining the initial credit rating of the Notes or undertaking credit rating surveillance of the Notes (the "17g-5 Information"); provided, that following the Closing Date, no party other than the Issuer, the Indenture Trustee or the Manager may provide information to a Rating Agency on the Issuer's behalf without the prior written consent of the Issuer.

(b) To the extent that the Issuer is required to comply with Rule 17g-5, if any of the Issuer, the Indenture Trustee or the Manager is required to provide any information to, or communicate with, a Rating Agency in writing in accordance with its obligations under this Indenture or any other Basic Document, the Issuer, or the Manager, as applicable (or their respective representatives or advisers), shall promptly post, or cause to be posted, such information or communication to the 17g-5 Website. The Indenture Trustee will provide any information given to such Rating Agency to the Issuer and the Manager simultaneously with giving such information to such Rating Agency.

(c) To the extent that the Issuer is required to comply with Rule 17g-5 and to the extent any of the Issuer, the Indenture Trustee or the Manager are engaged in oral communications with the Rating Agency, for the purposes of determining an initial credit rating of the Notes or undertaking credit rating surveillance of the Notes, the party communicating with the Rating Agency shall cause such oral communication to either be (x) recorded and an audio file containing the recording to be promptly posted to the 17g-5 Website or (y) summarized in writing and the summary to be promptly posted to the 17g-5 Website (or with respect to the Indenture Trustee, in the case of either (x) or (y), delivered to the Issuer and the Manager for posting on the 17g-5 Website).

(d) To the extent that the Issuer is required to comply with Rule 17g-5, all information to be made available to a Rating Agency hereunder shall be made available on the 17g-5 Website. In the event that any information is delivered or posted in error, the Issuer may remove it, or cause it to be removed, from the 17g-5 Website, and shall so remove promptly when instructed to do so by the Person that delivered such information. None of the Indenture Trustee, the Manager or the Issuer shall have obtained or shall be deemed to have obtained actual knowledge of any information solely due to receipt and posting to the 17g-5 Website. Access will be provided to any NRSRO upon receipt by the Issuer of an NRSRO certification from such NRSRO (which may be submitted electronically via the 17g-5 Website).

(e) Notwithstanding the requirements herein, the Indenture Trustee shall have no obligation to engage in or respond to any oral communications, for the purposes of determining an initial credit rating of the Notes or undertaking credit rating surveillance of the Notes, with a Rating Agency or any of its respective officers, directors or employees.

(f) The Indenture Trustee shall not be responsible for determining compliance with 17g-5, maintaining the 17g-5 Website, posting any 17g-5 Information to the 17g-5 Website or assuring that the 17g-5 Website complies with the requirements of this Indenture, Rule 17g-5, or any other Law or regulation. In no event shall the Indenture Trustee be deemed to make any representation in respect of the content of the 17g-5 Website or compliance of the 17g-5 Website with this Indenture, Rule 17g-5, or any other Law or regulation.

(g) The Indenture Trustee shall not be responsible or liable for the dissemination of any identification numbers or passwords for the 17g-5 Website, including by the Issuer, the Rating Agency, any NRSRO, any of their agents or any other party. The Indenture Trustee shall not be liable for the use of any information posted on the 17g-5 Website, whether by the Issuer, the Rating Agency, any NRSRO or any other third party that may gain access to the 17g-5 Website or the information posted thereon.

(h) Notwithstanding anything herein to the contrary, the maintenance by a third-party service provider of the 17g-5 Website shall be deemed as compliance by or on behalf of the Issuer with Rule 17g-5 or any other Law or regulation related thereto.

IN WITNESS WHEREOF, the Issuer and the Indenture Trustee have caused this Indenture to be duly executed by their respective officers, thereunto duly authorized, all as of the day and year first above written.

DIVERSIFIED ABS LLC

By: /s/ Robert R. Hutson, Jr.
Name: Robert R. Hutson, Jr.
Title: Chief Executive Officer

[Signature Page to Indenture]

UMB BANK, N.A., not in its individual capacity but solely as Indenture Trustee

By: /s/ Mark Heer
Name: Mark Heer
Title: Senior Vice President

UMB BANK, N.A., as Securities Intermediary

By: /s/ Mark Heer
Name: Mark Heer
Title: Senior Vice President

[Signature Page to Indenture]

APPENDIX A

PART I - DEFINITIONS

All terms used in this Appendix shall have the defined meanings set forth in this Part I when used in the Basic Documents, unless otherwise defined therein.

"17g-5 Information" has the meaning specified in Section 12.19(a) of the Indenture.

"17g-5 Website" has the meaning specified in Section 12.19(a) of the Indenture.

"ABS Operating Agreement" means the Operating Agreement of Diversified ABS LLC, dated as of the Closing Date, as the same may be amended and supplemented from time to time.

"Act of the Noteholders" has the meaning specified in Section 12.3(a) of the Indenture.

"Additional Assets" means additional assets (similar to the Assets) purchased and acquired by the Issuer from any Person (including, for the avoidance of doubt, Diversified) for a mutually-agreeable purchase price substantially equivalent to the fair market value of such assets pursuant to an executed asset purchase agreement with representations, warranties and indemnification obligations of Diversified substantially the same as those in the Separation Agreement; provided that the terms of such asset purchase agreement are on the whole not materially less favorable than those that would be reasonably expected to be available from third parties on an arm's-length basis, as determined in good faith by the Issuer.

"Administration Fees" has the meaning specified in the Management Services Agreement.

"Administrative Expenses" means, for any Payment Date, the expenses of the Issuer consisting of fees and out-of-pocket expenses payable or reimbursable to the Indenture Trustee, the Manager, the Back-up Manager and, to the extent that the Notes are rated by a Rating Agency, any such Rating Agency, and any third-party service provider hired by or on behalf of the Issuer (including, without limitation, amounts payable to any Observer and insurance premiums related to the Collateral), but not including any fees payable or expenses reimbursable to any third party in relation to the operation of the Oil and Gas Portfolio.

"AFE Cover Amounts" has the meaning specified in the Management Services Agreement.

"AFE Operations" has the meaning specified in the Management Services Agreement.

"Affiliate" means, with respect to any specified Person, any other Person controlling or controlled by or under common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Agency Agreement" means the Gas Sales, Asset Management and Marketing Agreement, dated as of the Closing Date, by and between the Issuer and Diversified Energy Marketing, LLC.

"Annual Determination Date" means the Payment Determination Date in the month of February.

"Anti-Corruption Laws" means any Law or regulation in a U.S. or any non-U.S. jurisdiction regarding bribery or any other corrupt activity, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010.

"Anti-Money Laundering Laws" means any Law or regulation in a U.S. or any non-U.S. jurisdiction regarding money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes, including the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act) and the USA PATRIOT Act.

"Applicable Premium" means with respect to a Note at any time, as determined by the Issuer, the excess of:

(a) the present value at such time of (i) 100% of the principal amount of the Note, plus (ii) all required interest payments due on the Note through November 13, 2024 (excluding accrued but unpaid interest to the Redemption Date), computed using a discount rate equal to the Treasury Rate as of such time, plus (iii) 50 basis points discounted to the redemption date on a semi- annual basis (assuming a 360 day year consisting of twelve 30 day months), over

(b) the then Outstanding Principal Balance of such Note.

"Assumed Payments" means the aggregate amount of interest payments as would be due on each Payment Date on the Notes from the date immediately prior to the Exchange Date through November 13, 2024 (but excluding accrued but unpaid interest to the Exchange Date) if the Issuer were to pay interest on unpaid principal amounts (determined on the date immediately prior to the Exchange Date) of the Notes at an interest rate equal to (i) 5.00% per annum minus (ii) the interest rate per annum of the Future Notes (for the avoidance of doubt, the aggregate amount of Assumed Payments cannot be less than zero).

"Assets" means the Wellbore Interests and any Additional Assets, collectively.

"Asset Disposition Proceeds" has the meaning specified in Section 8.4(a) of the Indenture.

"Asset Disposition Proceeds Account" means the account designated as such, established and maintained pursuant to Section 8.2(b) of the Indenture.

"Asset Vesting Documents" means each of the Separation Agreement, the Plan of Division and the Statement of Division.

"Asset Purchase Period" has the meaning specified in Section 8.4(c) of the Indenture.

"Available Funds" means, with respect to any Payment Date, the sum of the following amounts, without duplication, with respect to the Assets in respect of the Collection Period preceding such Payment Date: (a) all Collections received and deposited into and available for withdrawal from the Collection Account prior to the applicable Determination Date relating to production in the calendar month that is two months or more prior to the Collection Period and adjustments relating to prior Collection Periods, (b) amounts on deposit in the Liquidity Reserve Account after giving effect to all other deposits and withdrawals thereto or therefrom on the Payment Date relating to such Collection Period in excess of the Liquidity Reserve Account Target Amount, (c) Investment Earnings for the related Payment Date, (d) all amounts received by the Indenture Trustee pursuant to Article V of the Indenture, (e) the net amount, if any, paid to the Issuer under the Hedge Agreements, and (f) the amount of any Equity Contribution Cure.

"Average Variation Margin" means, with respect to each Collection Period, the quotient of (x) the aggregate sum of the daily variation margin posted by MRTL (or that would have been required to have been posted by MRTL without taking into consideration any net or offsetting positions for contracts other than Futures Hedges) in connection with any and all futures contracts that MRTL enters into in order to hedge or transfer some, or all, of the risk associated with the Hedge Agreements entered into with the Issuer under the MRTL Hedge Agreement (the "Futures Hedges"), divided by (y) the actual number of days in such Collection Period. For the avoidance of doubt, the daily variation margin is the change of the market value of the then outstanding short Futures Hedges, between the close of the market on the prior business day and the close of the market on the business day for which the variation margin is being determined.

"Back-up Management Agreement" means the Back-up Management Agreement, dated as of the Closing Date, among the Issuer, the Manager, the Indenture Trustee and the Back-up Manager.

"Back-up Management Fee" means the fee payable to the Back-up Manager for services rendered during each Collection Period, determined pursuant to Section 4.1 of the Back-up Management Agreement.

"Back-up Manager" means AlixPartners, LLP, in its capacity as back-up manager under the Back-up Management Agreement, and any successor thereunder.

"Basic Documents" means the Indenture, each Joint Operating Agreement, the Separation Agreement, the Notes, the Management Services Agreement, the Back-up Management Agreement, the Note Purchase Agreement, the Holdings Pledge Agreement, the Plan of Division, the Statement of Division, the Hedge Agreements, the Agency Agreement, the ABS Operating Agreement, the Holdings Operating Agreement, the Intercreditor Acknowledgement, each Mortgage and other documents and certificates delivered in connection therewith.

"Blocked Person" means (a) a Person whose name appears on the list of Specially Designated Nationals and Blocked Persons published by OFAC, (b) a Person, entity, organization, country or regime that is blocked or a target of sanctions that have been imposed under U.S. Economic Sanctions Laws, or (c) a Person that is an agent, department or instrumentality of, or is otherwise beneficially owned by, controlled by or acting on behalf of, directly or indirectly, any Person, entity, organization, country or regime described in clause (a) or (b).

"Burden" shall mean any and all royalties (including lessors' royalties and non-participating royalties), overriding royalties, reversionary interests, net profits interests, production payments and other burdens upon, measured by or payable out of production.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions or trust companies in the State of New York or the state in which the Corporate Trust Office of the Indenture Trustee is located and are required or authorized by Law, regulation or executive order to be closed.

"Capital Lease" means, at any time, a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with GAAP.

"Change of Control" has the meaning specified in the Management Services Agreement.

"Change of Control Applicable Premium" means with respect to a Note at any time, as determined by the Issuer, the excess of:

(a) the present value at such time of (i) 100% of the principal amount of the Note, plus (ii) all required interest payments due on the Note through November 13, 2024 (excluding accrued but unpaid interest to the Redemption Date), computed using a discount rate equal to the Treasury Rate as of such time, plus (iii) 100 basis points discounted to the redemption date on a semi- annual basis (assuming a 360 day year consisting of twelve 30 day months), over

(b) the then Outstanding Principal Balance of such Note.

"Change of Control Redemption Price" means, with respect to any redemption of Notes pursuant to Section 10.1(b) of the Indenture, (i) prior to November 13, 2024, an amount equal to 100% of the principal amount thereof, plus the Change of Control Applicable Premium, plus accrued and unpaid interest, if any, to, but not including, the Change of Control Redemption Date, and (ii) on or after November 13, 2024, an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the Redemption Date.

"Closing Date" or "Closing" shall mean November 13, 2019.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and Treasury Regulations promulgated thereunder.

"Collateral" has the meaning specified in the Granting Clause of the Indenture.

"Collection Account" means the account designated as such, established and maintained pursuant to Section 8.2(a) of the Indenture.

"Collection Period" means, with respect to any Payment Date, the period from and including the first day of the calendar month immediately preceding the calendar month in which such Payment Date occurs (or with respect to the initial Payment Date, from but excluding the Cutoff Date) to and including the last day of the calendar month immediately preceding the calendar month in which such Payment Date occurs. Any amount stated as of the last day of a Collection Period shall give effect to the following applications as determined as of the close of business on such last day: (1) all applications of collections and (2) all distributions to be made on the related Payment Date.

"Collections" shall mean all amounts paid to the Issuer, the Manager (solely in its capacity as such) or the Back-up Manager from whatever source on or with respect to the Assets and all amounts paid to Operator from whatever source with respect to the Assets (subject in all respects to the expense and reimbursement provisions of the Joint Operating Agreement).

"Commission" means the U.S. Securities and Exchange Commission.

"Consents" means any approval, consent, ratification, waiver or other authorization from any Person that is required to be obtained in connection with the execution or delivery of the Separation Agreement or the consummation of the Separation.

"Contemplated Transactions" means (i) all of the transactions contemplated by the Separation Agreement, including: (a) the formation of the Issuer pursuant to the Separation Agreement and the transfer of the Wellbore Interests to Issuer by operation of law; (b) the execution, delivery, and performance of all instruments and documents required under the Separation Agreement; (c) the performance by the Issuer and Diversified of their respective covenants and obligations under the Basic Documents; and (d) the Issuer's acquisition, ownership, and exercise of control over the Assets from and after Closing; and (ii) the Manager's management of the Issuer contemplated by the Management Services Agreement.

"Contract" means any agreements and contracts (including joint operating agreements) to which the Issuer is a party.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; and the terms "Controlled" and "Controlling" shall have meanings correlative to the foregoing.

"Controlled Entity" means (a) any of the Issuer's respective Controlled Affiliates and (b) Diversified and its Controlled Affiliates.

"Corporate Trust Office" means the principal office of the Indenture Trustee at which at any particular time the Indenture shall be administered, which office at the date of execution of the Indenture is located at UMB Bank, N.A., 140 Broadway, Suite 4624, New York, New York 10005, e-mail: michele.voon@umb.com, or at such other address or electronic mail address as the Indenture Trustee may designate from time to time by notice to the Noteholders and the Issuer, or the principal corporate trust office of any successor Indenture Trustee at the address or electronic mail address designated by such successor Indenture Trustee by notice to the Noteholders and the Issuer.

"Credit Risk Retention Rules" means risk retention regulations in 17 C.F.R. Part 246 as such regulation may be amended from time to time and subject to such clarification and interpretation as have been provided by the Commission in an adopting release or by the staff of the Commission, or as may be provided in writing by the Commission or its staff from time to time.

"Cutoff Date" means the close of business on November 11, 2019.

"Default" means any occurrence that is, or with notice or the lapse of time or both would become, an Event of Default.

"Definitive Notes" means the definitive, fully registered Notes, substantially in the form of Exhibit A to the Indenture.

"Direct Expenses" has the meaning specified in the Management Services Agreement.

"Diversified" shall mean Diversified Production, LLC.

"Diversified Corp" shall mean Diversified Gas & Oil Corporation.

"Diversified Holdings" shall mean Diversified ABS Holdings LLC.

"Diversified Parties" shall mean each of Diversified, Diversified Corp, Diversified Holdings and the Issuer. "Divestiture Date" shall have the meaning assigned to the term "Effective Date" in the Separation Agreement.

"DSCR" means, as of any Quarterly Determination Date, beginning with the Payment Date occurring in April 2020, an amount equal to (a) the Securitized Net Cash Flow for each of the three (3) immediately preceding Collection Periods, *divided by* (b) the sum of (i) the aggregate interest accrued on the Notes for each of such three (3) immediately preceding Payment Dates and any unpaid Note Interest on the Payment Date three (3) months prior to the Quarterly Determination Date, (ii) the aggregate Scheduled Principal Distribution Amount for each of such three (3) immediately preceding Payment Dates, and (iii) any unpaid Scheduled Principal Distribution Amounts on the Payment Date three (3) months prior to the Quarterly Determination Date.

"Eligible Account" means either (a) a segregated account with an Eligible Institution or (b) a segregated trust account with the corporate trust department of a depository institution organized under the Laws of the United States of America or any one of the states thereof or the District of Columbia (or any domestic branch of a foreign bank), having corporate trust powers and acting as trustee for funds deposited in such account, so long as any of the securities of such depository institution shall have a credit rating in one of the generic rating categories that signifies investment grade of Fitch or, to the extent Fitch does not rate the Notes, another NRSRO.

"Eligible Institution" means:

(a) the corporate trust department of the Indenture Trustee; or

(b) a depository institution or trust company organized under the Laws of the United States of America or any one of the states thereof, or the District of Columbia (or any domestic branch of a foreign bank), which at all times (i) has either (A) a long-term unsecured debt rating of at least AA- or better by Fitch or, to the extent that Fitch does not rate the Notes, the equivalent or better by an NRSRO, or such other rating that is acceptable to the Majority Noteholders or (B) a certificate of deposit rating of at least F-1+ or better by Fitch or, to the extent that Fitch does not rate the Notes, the equivalent or better by an NRSRO, or such other rating that is acceptable to the Majority Noteholders and (ii) whose deposits are insured by the FDIC.

"Encumbrance" means any charge, equitable interest, privilege, lien, mortgage, deed of trust, production payment, collateral assignment, security interest, or other arrangement substantially equivalent to any of the foregoing.

"Environmental Law" means any law, ordinance, rule or regulation of any Governmental Authority relating to pollution or the protection of the environment, natural resources, or human health and safety (as it relates to exposure to Hazardous Materials).

"Environmental Liabilities" means any cost, damage, expense, liability, obligation, or other responsibility arising from or under either an Environmental Law or third party claims relating to the environment, and which relates to the ownership or operation of the Assets.

"Equity Contribution Cure" means on any date prior to the Final Scheduled Payment Date, Diversified's contribution of equity to the Issuer made by depositing cash into the Collection Account, but not more than ten percent (10%) of the initial principal amount of the Notes in aggregate and no more frequently than twice (in aggregate) per calendar year.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder from time to time in effect.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that is treated as a single employer together with the Issuer under section 414 of the Code.

"ERISA Plan" means an "employee benefit plan" (as defined in section 3(3) of ERISA) subject to Title I of ERISA that is or, within the preceding five years, has been established or maintained, or to which contributions are or, within the preceding five years, have been made or required to be made by the Issuer or any ERISA Affiliate or with respect to which the Issuer or any ERISA Affiliate may have any liability.

"Event of Default" has the meaning specified in Section 5.1(a) of the Indenture.

"Excess Allocation Percentage" means (a) with respect to any Payment Date prior to March 1, 2030, (i) if the DSCR as of such Payment Date is greater than or equal to 1.25 to 1.00, then 25%, (ii) if the DSCR as of such Payment Date is less than 1.25 to 1.00 but greater than or equal to 1.15 to 1.00, then 50%, and (iii) if the DSCR as of such Payment Date is less than 1.15 to 1.00, the Production Tracking Rate is less than 80%, or the LTV is greater than 85%, then 100%, and (b) with respect to any Payment Date on or after March 1, 2030, 100%.

"Excess Amortization Amount" means, with respect to any Payment Date, the Excess Allocation Percentage of the Available Funds for such Payment Date remaining after giving effect to the distributions in clauses (A) through (E) of Section 8.6(i) of the Indenture on such Payment Date; provided, that the Excess Amortization Amount as of any Payment Date shall not exceed the Outstanding Principal Balance as of such Payment Date (calculated after giving effect to the payments on such Payment Date contemplated by clauses (A) through (E) of Section 8.6(i) of the Indenture).

"Excess Funds" means, with respect to any Collection Period and the related Payment Date, the amounts, if any, available for distribution pursuant to Section 8.6(i) of the Indenture after the distributions pursuant to clauses (A) through (K) thereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Rate" means an aggregate principal amount of Future Notes per $1,000 of Notes to be exchanged equal to the quotient of (1) (i) $1,000 plus (ii) an additional amount equal to the present value at the Exchange Date of all Assumed Payments computed using a discount rate equal to the Treasury Rate as of such Exchange Date plus 50 basis points discounted to the Exchange Date on a monthly basis (assuming a 360-day year consisting of twelve 30-day months); divided by (2) an amount equal to the lesser of (i) 1.00 and (ii) the initial purchase price offered to purchasers of the Future Notes per $1,000 in principal amount of such Future Notes divided by $1,000. For the avoidance of doubt the Exchange Rate cannot be less than $1,000.

"Executive Officer" means, with respect to any corporation, the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, any Executive Vice President, Senior Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of such corporation; with respect to any limited liability company, any of the officers listed previously with respect to a corporation or any managing member or sole member of the limited liability company; with respect to any partnership, any general partner thereof; and with respect to any other entity, a similar situated person.

"FATCA" means Sections 1471 through 1474 of the Code.

"FATCA Withholding Tax" means any withholding or deduction pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements (including any intergovernmental agreements) thereunder or official interpretations thereof.

"FDIC" means the Federal Deposit Insurance Corporation.

"Final Scheduled Payment Date" means the Payment Date occurring in the month of January, 2037.

"Financial Asset" has the meaning given such term in Article 8 of the UCC. As used herein, the Financial Asset "related to" a security entitlement is the Financial Asset in which the entitlement holder (as defined in the New York UCC) holding such security entitlement has the rights and property interest specified in the New York UCC.

"Fitch" means Fitch Ratings, Inc., or any successor to the rating agency business thereof.

"Floor Value" means the value calculated in the most recent Reserve Report delivered pursuant to Section 8.5 of the Indenture consisting of the sum of (a) the discounted present value (using six percent (6.0%) discount rate) of the projected net cash flows from the hedged portion of the Oil and Gas Portfolio through the Final Scheduled Payment Date using the hedged commodity prices with respect thereto, and (b) the discounted present value (using six percent (6.0%) discount rate) of the projected net cash flows from the unhedged portion of the Oil and Gas Portfolio through the Final Scheduled Payment Date using floor prices of $35.00 per barrel for oil, $2.00 per mcf for gas, and $12.25 per barrel for natural gas liquids, in each case calculated on an annual basis (or, to the extent the Manager in its discretion obtains an updated Reserve Report prior to any otherwise scheduled annually updated Reserve Report, calculated on a more frequent basis to reflect the projected proceeds described in such updated Reserve Report).

"Governmental Authorization" means any approval, consent, license, permit, registration, variance, exemption, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

"Governmental Body" means any (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign, or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (d) multi-national organization or body; or (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Governmental Official" means any governmental official or employee, employee of any government-owned or government-controlled entity, political party, any official of a political party, candidate for political office, official of any public international organization or anyone else acting in an official capacity.

"Governmental Rule" means with respect to any Person, any Law, rule, regulation, ordinance, order, code, treaty, judgment, decree, directive, guideline, policy or similar form of decision of any Governmental Body binding on such Person.

"Grant" means mortgage, pledge, bargain, warrant, alienate, remise, release, convey, assign, transfer, create, grant a lien upon and a security interest in, grant a right of set-off against, deposit, set over and confirm pursuant to the Indenture. A Grant of any item of Collateral or of any other property shall include all rights, powers and options (but none of the obligations) of the granting party thereunder, including the immediate and continuing right to claim for, collect, receive and give receipt for principal and interest payments in respect of such item of Collateral and all other monies payable thereunder, to give and receive notices and other communications, to make waivers or other agreements, to exercise all rights and options, to bring Proceedings in the name of the granting party or otherwise, and generally to do and receive anything that the granting party is or may be entitled to do or receive thereunder or with respect thereto.

"Guaranty" means, with respect to any Person, any obligation (except the endorsement in the ordinary course of business of negotiable instruments for deposit or collection) of such Person guaranteeing or in effect guaranteeing any indebtedness, dividend or other obligation of any other Person in any manner, whether directly or indirectly, including obligations incurred through an agreement, contingent or otherwise, by such Person:

(a) to purchase such indebtedness or obligation or any property constituting security therefor;

(b) to advance or supply funds (i) for the purchase or payment of such indebtedness or obligation, or (ii) to maintain any working capital or other balance sheet condition or any income statement condition of any other Person or otherwise to advance or make available funds for the purchase or payment of such indebtedness or obligation;

(c) to lease properties or to purchase properties or services primarily for the purpose of assuring the owner of such indebtedness or obligation of the ability of any other Person to make payment of the indebtedness or obligation; or

(d) otherwise to assure the owner of such indebtedness or obligation against loss in respect thereof.

In any computation of the indebtedness or other liabilities of the obligor under any Guaranty, the indebtedness or other obligations that are the subject of such Guaranty shall be assumed to be direct obligations of such obligor.

"Hazardous Materials" means any and all pollutants, toxic or hazardous wastes or other substances that might pose a hazard to health and safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized by any applicable Law, including asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, lead based paint, radon gas or similar restricted, prohibited or penalized substances.

"Hedge Agreement" means any master agreement and related schedules, annexes and confirmations entered into between the Issuer and a Hedge Counterparty (whether entered into as a new transaction or by novation of a transaction or agreement existing as of the Closing Date) with respect to any swap, forward, option, swaption, cap, future or derivative transaction or similar agreement, in each case whether cash or physical settlement, that is reasonably expected to hedge or mitigate the existing or anticipated commercial risk of the Issuer to one or more commodities.

"Hedge Collateral Accounts" has the meaning specified in Section 8.2(d) of the Indenture.

"Hedge Counterparty" [***].

"Hedge Counterparty Rating Requirements" means (i) with respect to a Noteholder (or an Affiliate of a Noteholder), as defined in the relevant Hedge Agreement; and (ii) with respect to any other Hedge Counterparty, an entity that either (A) maintains a long-term issuer default rating by at least two of the following: A- by Fitch, A- by S&P, and A3 from Moody's or (B) provides an unconditional and irrevocable guarantee from a guarantor that meets the requirements in subclause (A) of this definition as principal debtor rather than as surety and directly enforceable by Issuer and that is governed by New York law.

"Hedge Percentage" has the meaning specified in Section 4.28 of the Indenture.

"Hedge Period" has the meaning specified in Section 4.28 of the Indenture.

"Holder" or "Noteholder" means the Person in whose name a Note is registered on the Note Register.

"Holdings Operating Agreement" means the Operating Agreement of Diversified Holdings, dated as of the Closing Date, as the same may be amended and supplemented from time to time.

"Holdings Pledge Agreement" means the Holdings Pledge Agreement, dated as of the Closing Date, between Diversified Holdings, the Issuer and the Indenture Trustee, for the benefit of the Noteholders, as amended from time to time.

"Hot Back-up Management Duties" shall have the meaning set forth in the Back-up Management Agreement.

"Hydrocarbons" means oil, gas, minerals, and other gaseous and liquid hydrocarbons or any combination of the foregoing.

"IFRS" means International Financial Reporting Standards.

"Indebtedness" means, with respect to any Person, at any time, without duplication,

(a) its liabilities for borrowed money;

(b) its liabilities for the deferred purchase price of property acquired by such Person (excluding accounts payable arising in the ordinary course of business but including all liabilities created or arising under any conditional sale or other title retention agreement with respect to any such property);

(c) (i) all liabilities appearing on its balance sheet in accordance with GAAP in respect of Capital Leases and (ii) all liabilities which would appear on its balance sheet in accordance with GAAP in respect of Synthetic Leases assuming such Synthetic Leases were accounted for as Capital Leases;

(d) all liabilities for borrowed money secured by any Lien with respect to any property owned by such Person (whether or not it has assumed or otherwise become liable for such liabilities);

(e) all its liabilities in respect of letters of credit or instruments serving a similar function issued or accepted for its account by banks and other financial institutions (whether or not representing obligations for borrowed money);

(f) all its liabilities (including delivery and payment obligations) under any Hedge Agreement of such Person; and

(g) any Guaranty of such Person with respect to liabilities of a type described in any of clauses (a) through (f) hereof.

Indebtedness of any Person shall include all obligations of such Person of the character described in clauses (a) through (g) to the extent such Person remains legally liable in respect thereof notwithstanding that any such obligation is deemed to be extinguished under GAAP.

"Indenture" shall mean the Indenture, dated as of the Closing Date, between the Issuer and the Indenture Trustee, as the same may be amended and supplemented from time to time.

"Indenture Trustee" means UMB Bank, N.A., not in its individual capacity but solely as Indenture Trustee under the Indenture, or any successor Indenture Trustee under the Indenture.

"Independent" means, when used with respect to any specified Person, that the Person (a) is in fact independent of the Issuer, any other obligor on the Notes, Diversified and any Affiliate of any of the foregoing Persons, (b) does not have any direct financial interest or any material indirect financial interest in the Issuer, any such other obligor, Diversified or any Affiliate of any of the foregoing Persons and (c) is not connected with the Issuer, any such other obligor, Diversified or any Affiliate of any of the foregoing Persons as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions.

"Initial Hedge Strategy" has the meaning specified in Section 4.28 of the Indenture.

"Institutional Investor" means (a) any Purchaser of a Note, (b) any holder of a Note holding (together with one or more of its affiliates) more than five percent (5%) of the aggregate principal amount of the Notes then outstanding, (c) any bank, trust company, savings and loan association or other financial institution, any pension plan, any investment company, any insurance company, any broker or dealer, or any other similar financial institution or entity, regardless of legal form, and (d) any Related Fund of any holder of any Note.

"Intercreditor Acknowledgement" means that certain Acknowledgment Agreement, dated November 13, 2019, by and between the Indenture Trustee and KeyBank National Association, as administrative agent for the lenders party to the KeyBank Facility, and acknowledged and agreed to by the Diversified Parties.

"Interest Accrual Period" means, with respect to any Payment Date, the period from and including the preceding Payment Date (or, in the case of the initial Payment Date, the Closing Date) up to, but excluding, the current Payment Date.

"Interest Rate" means 5.00%.

"Interpolated Rate" means, at any time, for any Collection Period, the rate *per annum* (rounded to the same number of decimal places as the LIBO Screen Rate) determined, jointly, by Munich Re and the Manager, (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the LIBO Screen Rate for the longest period (for which the LIBO Screen Rate is available) that is shorter than the Impacted Collection Period and (b) the LIBO Screen Rate for the shortest period (for which the LIBO Screen Rate is available) that exceeds the Impacted Collection Period, in each case, at such time.

"Investment Earnings" means, with respect to any Payment Date, the investment earnings (net of losses and investment expenses) on amounts on deposit in the Issuer Accounts to be deposited into the Collection Account on such Payment Date pursuant to Section 8.2(b) of the Indenture.

"Investment Letter" has the meaning specified in Section 2.4(c) of the Indenture.

"Investments" means all investments, in cash or by delivery of property made, directly or indirectly in any Person, whether by acquisition of shares of capital stock, Indebtedness or other obligations or securities or by loan, advance, capital contribution or otherwise.

"IO DSCR" means, as of any Quarterly Determination Date, beginning with the Payment Date occurring in April 2020, an amount equal to (a) the Securitized Net Cash Flow for each of the three (3) immediately preceding Collection Periods, *divided by* (b) the aggregate Note Interest with respect to the Notes over such three (3) immediately preceding Payment Dates.

"Issuer" means Diversified ABS LLC, a Delaware limited liability company.

"Issuer Account Property" means the Issuer Accounts, all amounts and investments held from time to time in any Issuer Account (whether in the form of deposit accounts, Physical Property, book-entry securities, uncertificated securities or otherwise), and all proceeds of the foregoing.

"Issuer Accounts" shall have the meaning specified in Section 8.2(e) of the Indenture.

"Issuer Order" or "Issuer Request" means a written order or request signed in the name of the Issuer by any one of its authorized officers and delivered to the Indenture Trustee.

"Joint Operating Agreement" means, as applicable, the Joint Operating Agreement, dated as of the date hereof, by and between the Operator, and the Issuer, and any other Joint Operating Agreement between the Operator and the Issuer.

"KeyBank Facility" means the loan facility made under the Amended, Restated and Consolidated Revolving Credit Agreement, dated as of December 7, 2018, among Diversified Corp, as borrower, KeyBank National Association, as administrative agent, and the lenders party thereto.

"Knowledge" means, with respect to any Diversified Party, the actual knowledge (following reasonable inquiry of direct reports) of any Executive Officer.

"Law" means any applicable United States or foreign, federal, state, regional, or local statute, law, code, rule, treaty, convention, order, decree, injunction, directive, determination or other requirement and, where applicable, any legally binding interpretation thereof by a Governmental Body having jurisdiction with respect thereto or charged with the administration or interpretation thereof (including, without limitation, any Governmental Rule).

"Leases" means the leases described on Exhibit C to the Separation Agreement.

"LIBO Screen Rate" means, for any day and time, with respect to any applicable Collection Period, the one-year London interbank offered rate (rounded upwards, if necessary, to the next 1/100 of 1%) as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate for dollars) for a period equal in length to such Collection Period as displayed on such day and time on the Bloomberg Screen (US0001M Index Page, US0002M Index Page, US0003M Index Page or US0006M Index Page, as applicable) as the London interbank offered rate for United States dollar deposits or, in the event such rate does not appear on such screen, on any successor or substitute screen that displays such rate, or on the appropriate page or screen of such other information service that publishes such rate from time to time as shall be selected, jointly, by Munich Re and the Manager, in their reasonable discretion; provided that, if the LIBO Screen Rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"LIBOR" means for any applicable Collection Period, the LIBO Screen Rate on the specified date two (2) Business Days prior to the commencement of such Collection Period; provided that LIBOR shall never be less than 0.0% and; provided further, if the LIBO Screen Rate shall not be available at such time for such Collection Period (an "Impacted Collection Period") then LIBOR shall be the greater of 0.0% and the Interpolated Rate.

"Lien" means a security interest, lien, charge, pledge, equity or encumbrance of any kind.

"Liquidity Reserve Account" means the account designated as such, established and maintained pursuant to Section 8.2(c) of the Indenture.

"Liquidity Reserve Account Initial Deposit" means cash or Permitted Investments having a value equal to the expected Note Interest and Senior Transaction Fees for the seven (7) Payment Dates following the Closing Date plus fifty percent (50%) of the expected Note Interest for the eighth Payment Date following the Closing Date, as determined by the Manager.

"Liquidity Reserve Account Required Balance" means an amount equal to 50% of the Liquidity Reserve Account Initial Deposit.

"Liquidity Reserve Account Target Amount" with respect to any Payment Date, an amount equal to the expected Note Interest and Senior Transaction Fees for the seven (7) Payment Dates following such Payment Date plus fifty percent (50%) of the expected Note Interest for the eighth Payment Date following such Payment Date, as determined by the Manager; but in no event less than the Liquidity Reserve Account Required Balance.

"LTV" means, as of any Annual Determination Date, an amount equal to (a) the excess of the Outstanding Principal Balance as of such date of determination over the amount then on deposit in the Collection Account divided by (b) the Floor Value as of such date of determination.

"Majority Noteholders" means Noteholders (other than any Diversified Party and each of their Affiliates) representing greater than fifty percent (50%) of the aggregate Outstanding Amount of Notes.

"Management Services Agreement" means the Management Services Agreement, dated as of the Closing Date, between the Manager and the Issuer, as amended from time to time.

"Manager" means Diversified Production LLC, in its capacity as manager under the Management Services Agreement, and any successor thereunder.

"Material" with respect to any Person means material in relation to the business, operations, affairs, financial condition, assets or properties of such Person.

"Material Adverse Effect" means a material adverse effect on (i) the business, operations, affairs, assets, properties, prospects, financial condition or results of operation of any Diversified Party, (ii) the validity, priority or enforceability of the Liens on the Collateral, taken as a whole, (iii) the ability of any Diversified Party, the Manager or the Operator to perform any material obligation under any Basic Document to which it is a party, (iv) the ability of the Indenture Trustee to enforce any Diversified Party, the Manager or the Operator obligations under the Basic Documents to which such person is a party in any material respect, or (v) the validity or enforceability against any Diversified Party, the Manager or the Operator of any Basic Document to which such person is a party.

"Material Manager Default" has the meaning specified in the Management Services Agreement.

"Moody's" means Moody Investors Service, Inc., or any successor to the rating agency business thereof.

"Morningstar" means Morningstar Credit Ratings, LLC, or any successor to the rating agency business thereof.

"Mortgage" means any mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the Indenture Trustee, for the benefit of the Indenture Trustee, the Noteholders and the Hedge Counterparties, on real property of the Issuer, including any amendment, restatement, modification or supplement thereto.

"MRTL" means Munich Re Trading LLC.

"MRTL Hedge Agreement" means that certain 2002 ISDA Master Agreement, by and between MRTL and the Issuer, dated November 13, 2019, including any related schedule and credit support annex, and as the same may be amended, supplemented or modified from time to time.

"MRTL Liquidity Charge" means an amount, determined in arrears, for each Collection Period equal to the product of (x) the absolute value of the Average Variation Margin for such Collection Period, *multiplied by* (y) the sum of LIBOR (for such Collection Period) *plus* 50 basis points, *multiplied by* (z) 30/360.

"MRTL Liquidity Charge Payment Amount" means the MRTL Liquidity Charge for the relevant Payment Date net of any payments due by MRTL under the MRTL Hedge Agreement.

"Multiemployer Plan" means any ERISA Plan that is a "multiemployer plan" (as such term is defined in section 4001(a)(3) of ERISA).

"Munich Re" means Munich Re Reserve Risk Financing, Inc.

"NAIC" means the National Association of Insurance Commissioners.

"Net Revenue Interest" means, for any Well, the holder's share of the Hydrocarbons produced, saved and marketed therefrom (after satisfaction of all Burdens).

"Non-U.S. Plan" means any plan, fund or other similar program that (a) is established or maintained outside the United States of America by Diversified or the Issuer primarily for the benefit of employees of Diversified or the Issuer residing outside the United States of America, which plan, fund or other similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement or payments to be made upon termination of employment, and (b) is not subject to ERISA or the Code.

"Note Interest" means, with respect to any Payment Date, an amount equal to the sum of (i) interest accrued during the Interest Accrual Period at the Interest Rate with respect to the Notes on the Outstanding Principal Balance plus (ii) any accrued and unpaid Note Interest from prior Payment Dates, together with, to the extent permitted by Law, interest thereon at such Interest Rate during the Interest Accrual Period, calculated on the basis of a 360-day year consisting of twelve 30-day months.

"Note Purchase Agreement" means the Note Purchase Agreement, dated the Closing Date, among the Issuer, Diversified, Diversified Holdings and the Purchasers (as may be further modified, amended or supplemented).

"Note Register" has the meaning specified in Section 2.5(a) of the Indenture.

"Note Registrar" has the meaning specified in Section 2.5(a) of the Indenture.

"Noteholder" means the Person in whose name a Note is registered in the Note Register.

"Noteholder FATCA Information" means, with respect to any Noteholder, information sufficient to eliminate the imposition of, or determine the amount of, U.S. withholding tax under FATCA.

"Noteholder Tax Identification Information" means, with respect to any Noteholder, properly completed and signed tax certifications (generally, in the case of U.S. Federal Income Tax, IRS Form W-9 (or applicable successor form) in the case of a person that is a "United States Person" within the meaning of Section 7701(a)(30) of the Code or the appropriate IRS Form W-8 (or applicable successor form) in the case of a person that is not a "United States Person" within the meaning of Section 7701(a)(30) of the Code).

"Notes" means the 5.00% Notes, substantially in the form of Exhibit A to the Indenture.

"NRSRO" means any nationally recognized statistical rating agency recognized as such by the Commission.

"Observer" means any party engaged by or on behalf of the Issuer in accordance with the Back-up Management Agreement.

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

"OFAC Sanctions Program" means any economic or trade sanction that OFAC is responsible for administering and enforcing. A list of OFAC Sanctions Programs may be found at http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx.

"Officer's Certificate" means in the case of the Issuer, a certificate signed by a Responsible Officer of the Issuer, under the circumstances described in, and otherwise complying with, the applicable requirements of Section 12.1 of the Indenture, and delivered to the Indenture Trustee (unless otherwise specified, any reference in the Indenture to an Officer's Certificate shall be to an Officer's Certificate of a Responsible Officer of the Issuer), and in the case of the Manager or the Back-up Manager, a certificate signed by a Responsible Officer of the Manager or the Back-up Manager, as applicable.

"Oil and Gas Portfolio" means, as of any date of determination, all Assets then held by the Issuer.

"Operating Expenses" means the amounts chargeable to the Joint Account (as defined in the Joint Operating Agreement) with respect to Issuer's interest. Operating Expenses excludes any amounts otherwise paid by Issuer under the Basic Documents and any internal general and administrative expenses of Issuer.

"Operator" means Diversified Production LLC, in its capacity as operator under the Joint Operating Agreement, and any successor thereunder.

"Opinion of Counsel" means one or more written opinions of counsel who may, except as otherwise expressly provided in the Indenture, be an employee of or counsel to the Issuer (if satisfactory to the addressees of such opinion) and who shall be satisfactory to the addressees of such opinion, and which opinion or opinions if addressed to the Indenture Trustee, shall comply with any applicable requirements of Section 12.1 of the Indenture and shall be in form and substance satisfactory to the Indenture Trustee.

"Optional Redemption" means the redemption of the Notes by the Issuer in accordance with Section 10.1 of the Indenture.

"Order" means any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

"Organizational Documents" of any entity shall mean (a) in the case of a corporation, the articles or certificate of incorporation (or the equivalent of such items under state Law) and the bylaws of such corporation, (b) in the case of a limited liability company, the certificate or articles of existence or formation and the operating agreement of such limited liability company, (c) in the case of a limited partnership, the certificate of formation and limited partnership agreement of such limited partnership and the Organizational Documents of the general partner of such limited partnership, and (d) any equivalent documents to the foregoing under the state Law where such entity was organized or formed.

"Outstanding" means, as of the date of determination, all Notes theretofore authenticated and delivered under this Indenture except:

(a) Notes theretofore cancelled by the Note Registrar or delivered to the Note Registrar for cancellation;

(b) Notes or portions thereof the payment for which money in the necessary amount has been theretofore deposited with the Indenture Trustee or any Paying Agent in trust for the Holders of such Notes (provided, however, that if such Notes are to be redeemed, notice of such redemption has been duly given or waived pursuant to this Indenture or provision for such notice or waiver has been made which is satisfactory to the Indenture Trustee); and

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Indenture unless proof satisfactory to the Indenture Trustee is presented that any such Notes are held by a protected purchaser;

provided, that in determining whether the Holders of the requisite Outstanding Amount have given any request, demand, authorization, direction, notice, consent or waiver hereunder or under any Basic Document, Notes owned by the Issuer, any other obligor upon the Notes, Diversified or any Affiliate of any of the foregoing Persons shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Indenture Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes that a Responsible Officer of the Indenture Trustee has actual knowledge are so owned shall be so disregarded. Notes so owned that have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Indenture Trustee the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer, any other obligor upon the Notes, Diversified or any Affiliate of any of the foregoing Persons.

"Outstanding Amount" means the aggregate principal amount of all Notes outstanding at the date of determination.

"Outstanding Principal Balance" means, as of any date of determination, the Initial Principal Balance of the Notes less the sum of all amounts distributed to the Noteholders on or prior to such date in respect of principal, including with respect to any redemption of Notes.

"Paying Agent" means the Indenture Trustee or any other Person that meets the eligibility standards for the Indenture Trustee specified in Section 6.11 of the Indenture and is authorized by the Issuer to make payments to and distributions from the Collection Account including payments of principal of or interest on the Notes on behalf of the Issuer.

"Payment Date" means, with respect to each Collection Period, the 15th day of the following month or, if such day is not a Business Day, the immediately following Business Day. The initial Payment Date will be February 15, 2020.

"Payment Date Compliance Certificate" means the certificate delivered pursuant to Section 7.1(e) of the Indenture.

"Payment Date Report" means a certificate of the Manager delivered pursuant to Section 8.6 of the Indenture.

"Payment Determination Date" means, with respect to any Payment Date, two (2) Business Days immediately preceding such Payment Date.

"Permitted Dispositions" means the sale, or exchange for Additional Assets, of Assets by the Issuer at a price or value equal to fair market value at the time of such sale or exchange, subject to the following limitations:

(a) the aggregate amount of Assets sold or exchanged does not exceed 25% of the initial purchase price of the Assets;

(b) the aggregate amount of Assets sold to any Affiliate of Diversified does not exceed 5% of the value of the Assets;

(c) the selection procedures used in selecting such Assets would not reasonably be expected to be materially adverse to the Noteholders;

(d) the DSCR shall not be less than 1.30 to 1.00, the IO DSCR shall not be less than 2.00 to 1.00 and the LTV shall not be greater than 85% on a pro forma basis after giving effect to such sale or exchange and the application of the proceeds therefrom to the purchase of Additional Assets or the repayment Notes, as applicable;

(e) to the extent that any Rating Agency rates the Notes, the Rating Agency Condition shall have been satisfied; and

(f) no sale, or exchange for Additional Assets, of Assets may occur during the continuance of any Default, Event of Default, or Rapid Amortization Event.

"Permitted Indebtedness" shall have the meaning specified in Section 4.21 of the Indenture.

"Permitted Investments" means (i) direct obligations of the United States of America or any agency thereof, or shares of money market funds that invest solely in such obligations, (ii) obligations fully guaranteed by the United States of America and certificates of deposit issued by, or bankers' acceptances of, or time deposits, demand deposits or overnight deposits with, any bank, trust company or national banking association incorporated or doing business under the Laws of the United States of America or one of the states thereof having combined capital and surplus and retained earnings of at least $250,000,000, (iii) commercial paper of companies, banks, trust companies or national banking associations incorporated or doing business under the Laws of the United States of America or one of the states thereof and in each case having a rating assigned to such commercial paper by S&P or Moody's (or, if neither such organization shall rate such commercial paper at any time, by any nationally recognized rating organization in the United States of America) equal to the highest rating assigned by such organizations and (iv) money market funds which (a) invest primarily in obligations of the United States of America or any agency thereof, corporate bonds, certificates of deposit, commercial paper rated AAAmmf or better by Fitch and P-1 or better by Moody's, repurchase agreements, time deposits, asset-backed securities, mortgage-backed securities, banker's acceptances, municipal bonds, and floating rate and variable rate securities and (b) have a rating assigned to such fund by Moody's, or Fitch equal to "AAAmmf", or "AAA/V-1+", respectively, or better. In no event shall any investment be eligible as a "Permitted Investment" unless the final maturity or date of return of such investment is thirty-one (31) days or less from the date of purchase thereof.

"Permitted Liens" shall have the meaning assigned to the term "Permitted Encumbrance" in the Separation Agreement.

"Person" means any individual, corporation, limited liability company, estate, partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization or government or any agency or political subdivision thereof.

"Physical Property" means instruments within the meaning of Section 9-102(a)(47) of the UCC and certificated securities within the meaning of Section 8-102 of the UCC.

"Placement Agent" means Guggenheim Securities, LLC, as placement agent.

"Plan" means any (a) "employee benefit plan" as defined in Section 3(3) of ERISA that is subject to Title I of ERISA, (b) "plan" described in Section 4975(e)(1) of the Code that is subject to Section 4975 of the Code; (c) entity or account whose underlying assets are deemed to include "plan assets" (within the meaning of the Department of Labor regulation located at 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA) or (d) plan, entity or account that is subject to any U.S. federal, state, non-U.S. or local Law that is substantially similar to Title I of ERISA or Section 4975 of the Code.

"Plan of Division" shall have the meaning assigned to such term in the Separation Agreement.

"Predecessor Note" means, with respect to any particular Note, every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purpose of this definition, any Note authenticated and delivered under Section 2.6 of the Indenture in lieu of a mutilated, lost, destroyed or stolen Note shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Note.

"Principal Distribution Amount" means, as of any Payment Date, (1) prior to the occurrence of a Rapid Amortization Event, the Scheduled Principal Distribution Amount plus any unpaid Scheduled Principal Distribution Amounts from prior Payment Dates, and (2) on or after the occurrence of a Rapid Amortization Event, all Available Funds for such Payment Date after giving effect to the distributions in clauses (A) through (D) of Section 8.6(i) of the Indenture on such Payment Date; provided, that the Principal Distribution Amount as of any Payment Date shall not exceed the Outstanding Principal Balance as of such Payment Date.

"Private Letter Rating" means a letter delivered by a Rating Agency with respect to the Notes that includes the following elements:

(a) The rating on the Notes with specific reference to any private placement number(s) issued for the Notes by Standard & Poor's CUSIP Service Bureau or other information that uniquely identifies the Notes, including coupon and maturity;

(b) A statement that the rating of the Notes will be maintained and a rating letter will be produced at least once every calendar year;

(c) A statement that the rating encompasses the expectation of timely payment of principal and interest as scheduled; and

(d)A statement that such letter may be shared with the holders' regulatory and self-regulatory bodies (including the SVO of the NAIC) and auditors of the holder of the Notes without need for a non-disclosure agreement with the Rating Agency.

"Proceeding" means any suit in equity, action at Law or other judicial or administrative proceeding.

"Production Tracking Rate" means, with respect to any Semi-Annual Determination Date beginning with the Payment Date occurring in July 2020, the quotient of (a) the aggregate production volume with respect to the Oil and Gas Portfolio actually realized over the six (6) calendar months immediately preceding such date of determination over (b) the aggregate production volume with respect to the Oil and Gas Portfolio projected in the most recent Reserve Report for the six (6) corresponding calendar months.

"Purchaser" or "Purchasers" means the purchasers listed on Schedule B to the Note Purchase Agreement.

"Quarterly Determination Date" means the Payment Determination Dates in the months of January, April, July and October.

"Rapid Amortization Event" means the occurrence of (i) any Event of Default under the Indenture, (ii) a Warm Trigger Event or (iii) any Material Manager Default under the Management Services Agreement.

"Rating Agency" means (i) each of Fitch and Morningstar and (ii) if none of Fitch or Morningstar issues a senior unsecured long-term debt rating, corporate credit rating or issuer rating for the applicable Person or fails to make such rating publicly available, a "nationally recognized statistical rating organization" registered under the Exchange Act that is consented to by the
Majority Noteholders.

"Rating Agency Condition" means, with respect to any action, that each Rating Agency then rating a class of Notes shall have received five (5) Business Days' (or such shorter period as shall be acceptable to each Rating Agency) prior written notice and shall not have notified the Issuer that such action will result in a downgrade or withdrawal of the then current rating on any class of Notes.

"Rating Agency Contact" shall mean in the case of Morningstar, absmonitoring@morningstar.com, and in the case of Fitch, latamsfsurveillance@fitchratings.com.

"Record Date" means, with respect to a Payment Date or Redemption Date, the last day of the immediately preceding calendar month.

"Redemption Date" means, (i) in the case of a redemption of the Notes pursuant to Section 10.1(a) of the Indenture, the Payment Date specified by the Issuer pursuant to Section 10.1(a) of the Indenture, and (ii) in the case of a redemption of the Notes pursuant to Section 10.1(b) of the Indenture, any Payment Date within 90 days of the triggering Change of Control, as specified by the Issuer pursuant to Section 10.1(b) of the Indenture.

"Redemption Price" means, with respect to any redemption of Notes pursuant to Section 10.1(a) of the Indenture, (i) prior to November 13, 2024, an amount equal to 100% of the principal amount thereof, plus the Applicable Premium, plus accrued and unpaid interest, if any, to, but not including, the Redemption Date, and (ii) on or after November 13, 2024, an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the Redemption Date.

"Related Fund" means, with respect to any Holder of any Note, any fund or entity that (a) invests in Securities or bank loans, and (b) is advised or managed by such holder, the same investment advisor as such holder or by an affiliate of such holder or such investment advisor.

"Reserve Report" means initially the Separation Agreement Reserve Report and upon delivery of the updated reserve report required with respect to the Assets pursuant to Section 8.5 of the Indenture, a reserve report in form and substance substantially similar to the Separation Agreement Reserve Report (as adjusted for new information) and otherwise reasonably acceptable to the Majority Noteholders, setting forth as of the date of the report the oil and gas reserves of the Issuer, together with a projection of the rate of production and future net income, Taxes, Operating Expenses and capital expenditures with respect to the Assets as of that date based on good faith and reasonable economic assumptions provided by the Manager, containing customary assumptions, qualifications and exclusions, and prepared by Wright & Company, Inc. or another nationally recognized independent petroleum engineering firm reasonably acceptable to the Majority Noteholders; provided, that upon the reasonable request of the Majority Noteholders, the Majority Noteholders may, at their sole expense, independently audit the economic assumptions provided by the Manager.

"Responsible Officer" means, (x) with respect to the Indenture Trustee, any officer within the Corporate Trust Office of the Indenture Trustee, including any vice president, assistant vice president, assistant secretary, senior associate, associate, trust officer or any other officer, employee or other person of the Indenture Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular matter, any other officer to whom such matter is referred because of such officer's knowledge of and familiarity with the particular subject, in each case, who shall have direct responsibility for the administration of this Indenture, (y) with respect to the Issuer any officer, including any president, vice president, secretary or any other officer performing functions similar to those performed by such officers, and (z) with respect to Diversified Corp or Diversified, any officer, including any president, vice president, secretary or any other officer performing functions similar to those performed by such officers.

"Risk Retained Interest": The limited liability company interests in the Issuer representing, at the Closing Date, a fair value of not less than five percent (5%) of the fair value of all "ABS interests" (as defined in the U.S. Credit Risk Retention Rules) of the Issuer, determined using a fair value measurement framework under GAAP.

"Rule 144A" means Rule 144A promulgated under the Securities Act.

"Rule 17g-5" has the meaning specified in Section 12.19(a) of the Indenture.

"Schedule of Assets" shall mean Exhibit B to the Separation Agreement specifying the Assets being transferred, as such Schedule may be amended from time to time.

"Scheduled Principal Distribution Amount" means, as of any date of determination, the amount indicated on Schedule B to the Indenture with respect to such date.

"Securities" or "Security" shall have the meaning specified in section 2(a)(1) of the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Intermediary" shall have the meaning specified in Section 8.2(f) of the Indenture.

"Securitized Net Cash Flow" means, with respect to any Collection Period, the sum of the aggregate proceeds of the Oil and Gas Portfolio deposited in the Collection Account during such Collection Period, the aggregate of the Equity Contribution Cures, if any, deposited in the Collection Account during such Collection Period, and the net proceeds of any Hedging Agreements received by the Issuer during such Collection Period in excess of amounts payable pursuant to clauses (ii)(A) and (B) of Section 8.6 of the Indenture with respect to such Collection Period.

"Semi-Annual Determination Date" means the Payment Determination Dates in the months of January and July.

"Senior Financial Officer" means, with respect to Diversified, the chief financial officer, principal accounting officer, treasurer or comptroller (or any other officer holding a title or role similar to any of the foregoing) of Diversified.

"Senior Transaction Fees" means any fees or expenses payable pursuant to clauses (i)(A) and (B) of Section 8.6 of the Indenture.

"Separation" shall have the meaning assigned to such term in the Separation Agreement.

"Separation Agreement" means the Separation Agreement, dated as of the Closing Date, between Diversified and the Issuer.

"Separation Agreement Reserve Report" means that certain evaluation of oil and gas reserves prepared for Diversified Gas & Oil Plc by Wright & Company, Inc. effective May 1, 2019 (Job 19.2056), with respect to the Assets.

"Similar Law" means any U.S. federal, state, non-U.S. or local Law that is substantially similar to Title I of ERISA or Section 4975 of the Code.

"Standard & Poor's" or "S&P" means S&P Global Ratings, a division of S&P Global Inc., or any successor to the rating agency business thereof.

"State" means any one of the 50 States of the United States of America or the District of Columbia.

"Statement of Division" shall have the meaning assigned to such term in the Separation Agreement.

"State Sanctions List" means a list that is adopted by any state Governmental Body within the United States of America pertaining to Persons that engage in investment or other commercial activities in Iran or any other country that is a target of economic sanctions imposed under U.S. Economic Sanctions Laws.

"Subsidiary" means, as to any Person, any other Person in which such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar functions) of such second Person, and any partnership or joint venture if more than a fifty percent (50%) interest in the profits or capital thereof is owned by such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries (unless such partnership or joint venture can and does ordinarily take major business actions without the prior approval of such Person or one or more of its Subsidiaries). Unless the context otherwise clearly requires, any reference to a "Subsidiary" is a reference to a Subsidiary of the Issuer.

"SVO" means the Securities Valuation Office of the NAIC.

"Synthetic Lease" means, at any time, any lease (including leases that may be terminated by the lessee at any time) of any property (a) that is accounted for as an operating lease under GAAP and (b) in respect of which the lessee retains or obtains ownership of the property so leased for U.S. federal income tax purposes, other than any such lease under which such Person is the lessor.

"Tax" or "Taxes" means any and all federal, state, provincial, local, foreign and other taxes, levies, fees, imposts, duties, assessments, and other governmental charges imposed by any Governmental Body, including income, profits, franchise, withholding, employment, social security (or similar), disability, occupation, ad valorem, property, value added, capital gains, sales, goods and services, use, real or personal property, capital stock, license, branch, payroll, estimated, unemployment, severance, compensation, utility, stamp, occupation, premium, windfall profits, transfer, gains, production and excise taxes, and customs duties, together with any interest, penalties, fines or additions thereto.

"Threatened" means a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made (orally or in writing) to a Diversified Party or any officers, directors, or employees of a Diversified Party that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

"Transferor Certificate" has the meaning specified in Section 2.4(c) of the Indenture.

"Treasury Rate" means, in respect of any date of redemption of Notes pursuant to Section 10.1 of the Indenture, the yield to maturity as of the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 that has become publicly available at least two Business Days prior to the applicable Redemption Date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the Redemption Date to November 13, 2024; provided, however, that if the period from the Redemption Date to November 13, 2024, is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used. The Issuer will (1) calculate the Treasury Rate no later than the second (and no earlier than the fourth) Business Day preceding the applicable Redemption Date and (2) prior to such Redemption Date file with the Indenture Trustee an Officers' Certificate setting forth the Applicable Premium and the
Treasury Rate and showing the calculation of each in reasonable detail.

"Treasury Regulations" shall mean regulations, including proposed or temporary regulations, promulgated under the Code. References herein to specific provisions of proposed or temporary regulations shall include analogous provisions of final Treasury Regulations or other successor Treasury Regulations.

"UCC" means, unless the context otherwise requires, the Uniform Commercial Code, as in effect in the relevant jurisdiction, as amended from time to time.

"U.S. Economic Sanctions Laws" means those Laws, executive orders, enabling legislation or regulations administered and enforced by the United States pursuant to which economic sanctions have been imposed on any Person, entity, organization, country or regime, including the Trading with the Enemy Act, the International Emergency Economic Powers Act, the Iran Sanctions Act, the Sudan Accountability and Divestment Act and any other OFAC Sanctions Program.

"USA PATRIOT Act" means United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

"U.S. Person" means:

(a) a citizen or resident of the United States for U.S. federal income tax purposes;

(b) an entity treated as a corporation or partnership for U.S. federal income tax purposes, except to the extent provided in applicable U.S. Department of Treasury regulations, created or organized in or under the Laws of the United States, any state or the District of Columbia, including an entity treated as a corporation or partnership for U.S. federal income tax purposes;

(c) an estate the income of which is subject to U.S. federal income taxation regardless of its source;

(d) an entity treated as a trust for U.S. federal income tax purposes if a court within the United States is able to exercise primary supervision over the administration of such trust, and one or more such U.S. Persons have the authority to control all substantial decisions of such trust; or

(e) to the extent provided in applicable U.S. Department of Treasury regulations, certain trusts in existence on August 20, 1996, which are eligible to elect to be treated as U.S. Persons.

"Warm Back-up Management Duties" shall have the meaning set forth in the Back-up Management Agreement.

"Warm Trigger Event" will be continuing as of any Payment Date for so long as (i) the DSCR as of such Payment Date is less than 1.15 to 1.00, (ii) the Production Tracking Rate as of such Payment Date is less than eighty percent (80%) or (iii) the LTV as of such Payment Date is greater than eighty-five percent (85%).

"Wellbore Interests" has the meaning specified in the Separation Agreement.

"Wells" has the meaning specified in the Separation Agreement.

"Working Interest" means, for any Well, that share of costs and expenses associated with the exploration, maintenance, development, and operation of such Well that the holder of the interest is required to bear and pay.

PART II - RULES OF CONSTRUCTION

(A) Accounting Terms. As used in this Appendix or the Basic Documents, accounting terms which are not defined, and accounting terms partly defined, herein or therein shall have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms in this Appendix or the Basic Documents are inconsistent with the meanings of such terms under generally accepted accounting principles, the definitions contained in this Appendix or the Basic Documents will control.

(B) "Hereof," etc.: The words "hereof," "herein" and "hereunder" and words of similar import when used in this Appendix or any Basic Document will refer to this Appendix or such Basic Document as a whole and not to any particular provision of this Appendix or such Basic Document; and Section, Schedule and Exhibit references contained in this Appendix or any Basic Document are references to Sections, Schedules and Exhibits in or to this Appendix or such Basic Document unless otherwise specified. The word "or" is not exclusive.

(C) Use of "related" as used in this Appendix and the Basic Documents, with respect to any Payment Date, the "related Payment Determination Date," the "related Collection Period," and the "related Record Date" will mean the Payment Determination Date, the Collection Period, and the Record Date, respectively, immediately preceding such Payment Date. With respect to the Divestiture Date, the "related Cutoff Date" will mean the Cutoff Date established for the closing of the transfer of Assets on the Divestiture Date.

(D) Amendments. Any agreement or instrument defined or referred to in the Basic Documents or in any instrument or certificate delivered in connection herewith shall mean such agreement or instrument as from time to time amended, modified or supplemented and includes references to all attachments thereto and instruments incorporated therein.

(E) Number and Gender. Each defined term used in this Appendix or the Basic Documents has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Appendix or the Basic Documents has a comparable meaning whether used in a masculine, feminine or gender-neutral form.

(F) Including. Whenever the term "including" (whether or not that term is followed by the phrase "but not limited to" or "without limitation" or words of similar effect) is used in this Appendix or the Basic Documents in connection with a listing of items within a particular classification, that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or exclusive listing of, the items within that classification.

(G) UCC References. References to sections or provisions of Article 9 of the UCC in any of the Basic Documents shall be deemed to be automatically updated to reflect the successor, replacement or functionally equivalent sections or provisions of Revised Article 9, Secured Transactions (2000) at any time in any jurisdiction which has made such revised article effective.

SCHEDULE A

Schedule of Assets

[**Omitted**]

SCHEDULE B

Scheduled Principal Distribution Amounts

[**Omitted**]

SCHEDULE 3.3

Schedule of Legal Proceedings and Orders

[**Omitted**]

SCHEDULE 3.4(b)

Schedule of Compliance with Laws and Governmental Authorizations

[**Omitted**]

SCHEDULE 3.7

Schedule of Employee Benefit Plans

[**Omitted**]

EXHIBIT A

FORM OF NOTE

[**Omitted**]

EXHIBIT B

FORM OF TRANSFEROR CERTIFICATE

[**Omitted**]

EXHIBIT C

FORM OF INVESTMENT LETTER

[**Omitted**]

EXHIBIT D

FORM OF STATEMENT TO NOTEHOLDERS

[**Omitted**]

Exhibit 4.25

Execution Version

FIRST AMENDMENT TO INDENTURE

FIRST AMENDMENT TO INDENTURE, dated as of February 13, 2020 (this "Amendment") to the Indenture, dated as of November 13, 2019 (as the same may be further amended, restated, supplemented or otherwise modified and in effect from time to time, the "Indenture"), between Diversified ABS LLC, a Pennsylvania limited liability company (the "Issuer"), and UMB Bank, N.A., a national banking association, as indenture trustee and not in its individual capacity, and any successor thereto in such capacity (the "Indenture Trustee").

RECITALS

WHEREAS, the Issuer and the Indenture Trustee are parties to the Indenture;

WHEREAS, the Issuer and the Indenture Trustee desire to enter into, execute and deliver this Amendment in compliance with the terms of the Indenture;

WHEREAS, Section 9.1(a)(i) of the Indenture permits the Issuer and the Indenture Trustee, when authorized by an Issuer Order, to supplement or amend the terms of the Indenture with the consent of the Noteholder so long as the Indenture Trustee receives an Officer's Certificate of the Issuer and an Opinion of Counsel (which opinion will be subject to the same conditions, exclusions and limitations as any Opinion of Counsel with respect to such matters given upon the Issuance of the Notes) stating that the execution of such supplemental indenture (1) is authorized or permitted by the Indenture and that all conditions precedent under the Indenture for the execution of the supplemental indenture have been complied with, (2) will not cause the Issuer to become a corporation or another entity taxable as a corporation for U.S. federal income tax purposes and (3) will not cause the Notes that were characterized as indebtedness at issuance to be treated as other than indebtedness for U.S. federal income tax purposes;

WHEREAS, the Issuer and the Indenture Trustee, desire to enter into this Amendment as an amendment to the Indenture in compliance with the terms thereof;

WHEREAS, confirmation from the Rating Agency that no immediate withdrawal or reduction with respect to its current rating of the Notes has been received with respect to this Amendment and the Issuer has received an Opinion of Counsel (which opinion is subject to the same conditions, exclusions and limitations as any Opinion of Counsel with respect to such matters given upon the Issuance of the Notes) stating that the execution of this Amendment (1) will not cause the Issuer to become a corporation or another entity taxable as a corporation for U.S. federal income tax purposes and (2) will not cause the Notes that were characterized as indebtedness at issuance to be treated as other than indebtedness for U.S. federal income tax purposes; and

WHEREAS, in accordance with Section 9.1(a) of the Indenture, the Issuer and the Indenture Trustee, by their signatures below, have agreed to the entry into this Amendment and the Noteholder, by its signature below, has consented to the entry into this Amendment.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Noteholder and the Indenture Trustee hereby agree as follows:

AGREEMENTS

SECTION 1. Defined Terms. Capitalized terms used and not otherwise defined herein (including the preamble and recitals hereto) shall have the meanings specified in the Indenture, as amended hereby.

SECTION 2. Amendments to the Indenture.

(a) As of the date hereof, the Indenture is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the bold and double-underlined text (indicated textually in the same manner as the following example: **bold and double-underlined text**) as set forth in the conformed Indenture attached as Exhibit A hereto (the "Amended Indenture"); and

(b) except as expressly set forth in this Amendment, the Exhibits and Schedules to the Indenture shall be the Exhibits and Schedules to the Amended Indenture and on and after the date hereof, unless otherwise specified, any reference to "Indenture" in the Exhibits and/or Schedules and/or Basic Documents included in the Indenture shall be a reference to the Indenture, as amended, amended and restated, supplemented or otherwise modified from time to time.

SECTION 3. Reference to and Effect on the Indenture; Ratification.

(a) Upon the effectiveness hereof, on and after the date hereof, each reference in the Indenture to "this Indenture", "hereunder", "hereof" or words of like import referring to the Indenture, and each reference in any other agreement to "the Indenture", "thereunder", "thereof" or words of like import referring to the Indenture, shall mean and be a reference to the Indenture as amended hereby.

(b) Except as specifically amended above, the Indenture dated as of November 13, 2019 is and shall continue to be in full force and effect and is hereby ratified and confirmed in all respects.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any party hereto under the Indenture, or constitute a waiver of any provision of any other agreement.

SECTION 4. Effectiveness. This Amendment shall be effective upon delivery of executed signature pages by all parties hereto. The parties hereto agree and acknowledge that the confirmation from the Rating Agency that no immediate withdrawal or reduction with respect to its current rating of the Notes has been satisfied with respect to this Amendment.

SECTION 5. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such respective counterparts shall together constitute but one and the same instrument.

SECTION 6. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Captions. The captions in this Amendment are for convenience of reference only and shall not affect the construction hereof or thereof.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

DIVERSIFIED ABS LLC

By: /s/ Eric Williams
Name: Eric Williams
Title: Executive Vice President and Chief Financial Officer

[*Signature Page to First Amendment to Indenture*]

UMB BANK, N.A., not in its individual capacity but solely as Indenture Trustee

By: /s/ Michele Voon
Name: Michele Voon
Title: Vice President

[*Signature Page to First Amendment to Indenture*]

CONSENTED TO BY:

MUNICH RE RESERVE RISK FINANCING, INC., as Noteholder

By: /s/ George Carrick
Name: George Carrick
Title: President & CEO
Munich Re Reserve Risk Financing, Inc.

By: /s/ Justin Moers
Name: Justin Moers
Title: Vice President
Munich Re Reserve Risk Financing, Inc.

[*Signature Page to First Amendment to Indenture*]

EXHIBIT A

AMENDED INDENTURE

[**Omitted**]

SCHEDULE A

Schedule of Assets

[**Omitted**]

SCHEDULE B

Scheduled Principal Distribution Amounts

[**Omitted**]

SCHEDULE 3.3

Schedule of Legal Proceedings and Orders

[**Omitted**]

SCHEDULE 3.4(b)

Schedule of Compliance with Laws and Governmental Authorizations

[**Omitted**]

SCHEDULE 3.7

Schedule of Employee Benefit Plans

[**Omitted**]

EXHIBIT A

FORM OF NOTE

[**Omitted**]

EXHIBIT B

FORM OF TRANSFEROR CERTIFICATE

[**Omitted**]

EXHIBIT C

FORM OF INVESTMENT LETTER

[**Omitted**]

EXHIBIT D

FORM OF STATEMENT TO NOTEHOLDERS

[**Omitted**]

Exhibit 4.26

CERTAIN INFORMATION IN THIS DOCUMENT, MARKED BY [***] HAS BEEN EXCLUDED. SUCH EXCLUDED INFORMATION IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED.

EXECUTION VERSION

INDENTURE

between

DIVERSIFIED ABS PHASE II LLC,
as Issuer and

UMB BANK, N.A.,
as Indenture Trustee and Securities Intermediary

Dated as of April 9, 2020

TABLE OF CONTENTS

THIS INDENTURE dated as of April 9, 2020 (as it may be amended and supplemented from time to time, this "Indenture") is between Diversified ABS Phase II LLC, a Pennsylvania limited liability company (the "Issuer"), and UMB Bank, N.A., a national banking association, as indenture trustee and not in its individual capacity (the "Indenture Trustee") and as Securities Intermediary (as defined herein).

Each party agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Holders of the Issuer's 5.25% Notes and the Hedge Counterparties:

GRANTING CLAUSE

The Issuer hereby Grants to the Indenture Trustee on the Closing Date, as Indenture Trustee for the benefit of the Holders of the Notes and the Hedge Counterparties, all of the Issuer's right, title and interest, whether now or hereafter acquired, and wherever located, in and to (a) the Assets and all monies received thereon and in respect thereof after the Cutoff Date; (b) the Issuer Accounts and Hedge Collateral Accounts and all funds on deposit in, and "financial assets" (as such term is defined in the UCC as from time to time in effect), instruments, money, and other property credited to or on deposit in the Issuer Accounts and Hedge Collateral Accounts, from time to time, including the Liquidity Reserve Account Initial Deposit, and in all investments and proceeds thereof (including all income thereon); (d) the Management Services Agreement; (e) the Hedge Agreements; (f) each Joint Operating Agreement; (g) the Back-up Management Agreement; (h) the Separation Agreement; (i) the Plan of Division; (j) the Statement of Division; (k) the Holdings Pledge Agreement, (l) each other Basic Document to which it is a party and (m) all proceeds of any and all of the foregoing insofar as relating to the Assets and all present and future claims, demands, causes of action and choses in action in respect of any or all of the foregoing insofar as relating to the Assets and all payments on or under and all proceeds of every kind and nature whatsoever in respect of any or all of the foregoing insofar as relating to the Assets, including all proceeds of the conversion thereof, voluntary or involuntary, into cash or other liquid property, all cash proceeds, accounts, accounts receivable, notes, drafts, acceptances, chattel paper, checks, deposit accounts, insurance proceeds, condemnation awards, rights to payment of any and every kind and other forms of obligations and receivables, instruments, general intangibles and other property which at any time constitute all or part of or are included in the proceeds of any of the foregoing (collectively, the "Collateral").

The foregoing Grant is made in trust to secure the payment of principal of and interest on, and any other amounts owing in respect of, the Notes and payments due to the Hedge Counterparties under the applicable Hedge Agreements (including any termination payments and any other amounts owed thereunder), equally and ratably without prejudice, priority or distinction, and to secure compliance with the provisions of this Indenture, all as provided in this Indenture.

The Indenture Trustee, as Indenture Trustee on behalf of the Holders of the Notes and each Hedge Counterparty, acknowledges such Grant, and accepts the trusts under this Indenture in accordance with the provisions of this Indenture and agrees to perform its duties required in this Indenture.

ARTICLE I

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.1 Definitions.

Certain capitalized terms used in this Indenture shall have the respective meanings assigned to them in Part I of Appendix A attached hereto. All references herein to "the Indenture" or "this Indenture" are to this Indenture as it may be amended, supplemented or modified from time to time, the exhibits hereto and the capitalized terms used herein which are defined in such Appendix A. All references herein to Articles, Sections, subsections and exhibits are to Articles, Sections, subsections and exhibits contained in or attached to this Indenture unless otherwise specified. All terms defined in this Indenture shall have the defined meanings when used in any certificate, notice, Note or other document made or delivered pursuant hereto unless otherwise defined therein. The rules of construction set forth in Part II of such Appendix A shall be applicable to this Indenture.

ARTICLE II

THE NOTES

Section 2.1 Form.

(a) The Notes, together with the Indenture Trustee's certificate of authentication, shall be in substantially the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may, consistently herewith, be determined by the officers of the Issuer executing such Notes, as evidenced by their execution of the Notes. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

(b) The Definitive Notes shall be typewritten, printed, lithographed or engraved or produced by any combination of these methods (with or without steel engraved borders), all as determined by the officers of the Issuer executing such Notes, as evidenced by their execution of such Notes.

(c) Each Note shall be dated the date of its authentication. The terms of the Notes set forth in Exhibit A are part of the terms of this Indenture.

Section 2.2 Execution, Authentication and Delivery.

(a) The Notes shall be executed on behalf of the Issuer by any of its authorized officers. The signature of any such authorized officer on the Notes may be manual or facsimile.

(b) Notes bearing the manual or facsimile signature of individuals who were at any time authorized officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Notes or did not hold such offices at the date of such Notes.

(c) The Indenture Trustee shall upon receipt of an Issuer Order authenticate and deliver the Notes for original issue in an aggregate initial principal amount of $200,000,000. The aggregate principal amount of the Notes outstanding at any time may not exceed such amount except as provided in Section 2.6.

(d) Each Note shall be dated the date of its authentication. Except as otherwise described in this paragraph, the Notes shall be issuable as registered Notes in minimum denominations of $1,000,000 and in integral multiples of $1,000 in excess thereof. Notwithstanding any other provision in this Indenture or the Note Purchase Agreement, transfers of ownership or beneficial interests or participations in the Notes shall not be recognized if the result of such a transfer or participation is the creation of ownership or beneficial ownership of such Note in a principal amount that is less than the minimum denominations set forth in this Section 2.2.

(e) No Note shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Note a certificate of authentication substantially in the form provided for herein executed by the Indenture Trustee by the manual signature of one of its authorized signatories, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly authenticated and delivered hereunder.

Section 2.3 [*Reserved*].

Section 2.4 Transfer Restrictions on Notes.

(a) No transfer of any Note or any interest therein (including, without limitation, by pledge or hypothecation) shall be made except in compliance with the restrictions on transfer set forth in this Section 2.4 (including the applicable legend to be set forth on the face of each Note as provided in the Exhibits to this Indenture). Any resale, pledge or other transfer of any of the Notes contrary to the restrictions set forth above and elsewhere in this Indenture shall be deemed void ab initio by the Issuer and Indenture Trustee.

(b) Notwithstanding anything to the contrary contained herein, each Note and this Indenture may be amended or supplemented to modify the restrictions on and procedures for resale and other transfers of the Notes to reflect any change in applicable Law or regulation (or the interpretation thereof) or in practices relating to the resale or transfer of restricted securities generally as determined by the Issuer. Each Noteholder shall, by its acceptance of such Note, have agreed to any such amendment or supplement.

(c) As of the date of this Indenture, the Notes have not been registered under the Securities Act and will not be listed on any exchange. No Note shall be transferred or assigned, and no interest in any Note shall be transferred or assigned, unless the Noteholder and the transferee or assignee, as applicable, comply with the terms and conditions of this Section 2.4. No transfer of a Note shall be made unless such transfer is made pursuant to an effective registration statement under the Securities Act and any applicable state securities Laws or is exempt from the registration requirements under the Securities Act and such state securities Laws. Except in a transfer to Diversified or by Diversified to an Affiliate thereof, in the event that a transfer is to be made in reliance upon an exemption from the Securities Act and state securities Laws, in order to assure compliance with the Securities Act and such Laws, the Noteholder desiring to effect such transfer and such Noteholder's prospective transferee shall each certify to the Issuer, the Indenture Trustee and Diversified in writing the facts surrounding the transfer in substantially the forms set forth in Exhibit B (the "Transferor Certificate") and Exhibit C (the "Investment Letter"). Each Noteholder desiring to effect such a transfer shall, by its acceptance of such Note, have agreed to indemnify the Issuer, the Indenture Trustee and Diversified (in any capacity) against any liability that may result if the transfer is not so exempt or is not made in accordance with federal and state securities Laws.

(d) Subject to the other terms and provisions hereof, any Noteholder may at any time grant to any participant participations in all or part of the payments due to it, and its rights under this Indenture and the Note Purchase Agreement, in a minimum amount that is not less than the minimum denominations set forth in Section 2.2. No participant shall be entitled to receive any amount in excess of the amount the participating Noteholder would be entitled to receive hereunder or any of the other Basic Documents. In connection with any such transfer to a participant, such Noteholder, at its sole discretion but subject to Section 21 of the Note Purchase Agreement, shall be entitled to distribute to any participant any information furnished to such Noteholder pursuant to the Note Purchase Agreement or the Indenture so long as the participant holds a participation or similar interest in the obligation due to such Noteholder in respect of the Noteholder's respective Note. Each Noteholder, by acceptance of a Note, acknowledges and agrees that any such participation will not alter or affect in any way whatsoever such Noteholder's direct obligations hereunder or under the Note Purchase Agreement and that, other than as set forth in this Section 2.4(d), none of the Issuer, the Indenture Trustee, the Manager or any other Person shall have any obligation to have any communication or relationship whatsoever with any participant of such Noteholder in order to enforce the obligations of such Noteholder hereunder and under the Note Purchase Agreement. Each Noteholder shall provide prior written notice to the Issuer and Diversified in writing of the identity and interest of each participant upon any such participation. Such Noteholder shall provide the Issuer and Diversified with respect to each participant appropriately executed copies of the forms required by this Section 2.4 and Section 2.12 with respect to itself and the related participant, treating the participant as though it were a Noteholder, and including any amendments and resubmissions, (A) prior to or promptly after any such participation and (B) upon the occurrence of any event which would require the amendment or resubmission of any such form previously provided hereunder. Any participation shall be subject to the Noteholder's compliance with, and causing the participant to comply with, the restrictions on transfer of Notes set forth herein as though a participant were a Noteholder, and the purchaser acknowledgements set forth herein, as though such participant were a Noteholder. Notwithstanding anything herein to the contrary, neither the Indenture Trustee nor the Note Registrar shall have any duty to monitor, record or register any participation in a Note or any transfer of such participation, and regardless of whether the Indenture Trustee or Note Registrar has knowledge of such a participation, the Indenture Trustee and the Note Registrar shall be entitled to deal solely with the Noteholders for all purposes under this Indenture.

(e) By acquiring a Note, each purchaser, transferee and owner of a beneficial interest in such Note will be deemed to represent that either (1) it is not acquiring the Notes with the assets of any Plan or (2) the acquisition and holding of such Notes will not give rise to a nonexempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of Similar Law. Each Note will bear a legend reflecting such deemed representation.

Section 2.5 Registration; Registration of Transfer and Exchange.

(a) The Issuer shall cause a note registrar (the "Note Registrar") to keep a register (the "Note Register") in which the Note Registrar shall provide for the registration of Notes and the registration of transfers of Notes. All Notes shall be maintained in "registered form" under Treasury Regulation Section 5f.103-1(c), proposed Treasury Regulation Section 1.163-5 and any applicable temporary, final or other successor regulations. The name and address of each Holder of the Notes, each transfer thereof and the name and address of each transferee of one or more Notes shall be recorded in such Note Register, together with the principal amount (and stated interest) of the Notes owing to the Holder of the Notes. Prior to due presentment for registration of transfer, the person in whose name any Note shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof, and the Note Registrar shall not be affected by any notice or knowledge to the contrary. No transfer shall be effective unless recorded in the Note Register. The Indenture Trustee initially shall be the Note Registrar for the purpose of registering Notes and transfers of Notes as herein provided. Upon any resignation of any Note Registrar, the Issuer shall promptly appoint a successor or, if it elects not to make such an appointment, assume the duties of Note Registrar.

(b) If a Person other than the Indenture Trustee is appointed by the Issuer as Note Registrar, the Issuer will give the Indenture Trustee and the Noteholders prompt written notice of the appointment of such Note Registrar and of the location, and any change in the location, of the Note Register, and the Indenture Trustee shall have the right to inspect the Note Register at all reasonable times and to obtain copies thereof, and the Indenture Trustee shall have the right to rely upon a certificate executed on behalf of the Note Registrar by an Executive Officer thereof as to the names and addresses of the Holders of the Notes and the principal amounts and number of such Notes; provided that, upon the reasonable request of any Noteholder, the Note Registrar and the Indenture Trustee shall provide a copy of such certificate to such Noteholder.

(c) Upon surrender for registration of transfer of any Note at the office or agency of the Issuer to be maintained as provided in Section 4.2, the Issuer shall execute, and the Indenture Trustee shall authenticate and the Noteholder shall obtain from the Indenture Trustee, in the name of the designated transferee or transferees, one or more new Notes in any authorized denominations, of a like aggregate principal amount.

(d) At the option of the Holder, Notes may be exchanged for other Notes in any authorized denominations, of a like aggregate principal amount, upon surrender of the Notes to be exchanged at such office or agency. Whenever any Notes are so surrendered for exchange the Issuer shall execute, and the Indenture Trustee shall authenticate and the Noteholder shall obtain from the Indenture Trustee, the Notes which the Noteholder making the exchange is entitled to receive.

(e) All Notes issued upon any registration of transfer or exchange of Notes shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Notes surrendered upon such registration of transfer or exchange.

(f) Every Note presented or surrendered for registration of transfer or exchange shall be duly endorsed by, or be accompanied by a written instrument of transfer in form satisfactory to the Note Registrar duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing, with such signature guaranteed by an "eligible guarantor institution" meeting the requirements of the Note Registrar, which requirements may include membership or participation in the Securities Transfer Agent's Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Note Registrar in addition to, or in substitution for, STAMP.

(g) No service charge shall be made to a Holder for any registration of transfer or exchange of Notes, but the Issuer or the Note Registrar may require payment by such Holder of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Notes, other than exchanges pursuant to Section 9.4 not involving any transfer.

The preceding provisions of this Section 2.5 notwithstanding, the Issuer shall not be required to make and the Note Registrar need not register transfers or exchanges of Notes selected for redemption or of any Note for a period of fifteen (15) days preceding the due date for any payment with respect to the Note. Any purported transfer of a Note not in accordance with this Section 2.5 shall be null and void and shall not be given effect for any purpose whatsoever.

Notwithstanding anything herein to the contrary, the Indenture Trustee shall not be responsible for ascertaining whether any transfer complies with, or for otherwise monitoring or determining compliance with, the requirements or terms of the Securities Act, applicable state securities laws, ERISA, the Code or any other applicable Law.

Section 2.6 Mutilated, Destroyed, Lost or Stolen Notes.

(a) If (i) any mutilated Note is surrendered to the Indenture Trustee or Note Registrar, or the Indenture Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (ii) there is delivered to the Indenture Trustee such security or indemnity as may be required by it to hold the Issuer and the Indenture Trustee harmless, then, in the absence of notice to the Issuer, the Note Registrar or the Indenture Trustee that such Note has been acquired by a protected purchaser, the Issuer shall execute, and upon its request the Indenture Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a replacement Note; provided, however, that if any such destroyed, lost or stolen Note, but not a mutilated Note, shall have become or within seven (7) days shall be due and payable, or shall have been called for redemption, instead of issuing a replacement Note, the Issuer may pay such destroyed, lost or stolen Note when so due or payable or upon the Redemption Date without surrender thereof. If, after the delivery of such replacement Note or payment of a destroyed, lost or stolen Note pursuant to the proviso to the preceding sentence, a protected purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the Issuer and the Indenture Trustee shall be entitled to recover such replacement Note (or such payment) from the Person to whom it was delivered or any Person taking such replacement Note from such Person to whom such replacement Note was delivered or any assignee of such Person, except a protected purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Issuer or the Indenture Trustee in connection therewith.

(b) Upon the issuance of any replacement Note under this Section 2.6, the Issuer may require the payment by the Holder of such Note of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other reasonable expenses (including the fees and expenses of the Indenture Trustee) connected therewith.

(c) Every replacement Note issued pursuant to this Section 2.6 in replacement of any mutilated, destroyed, lost or stolen Note shall constitute an original additional contractual obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

(d) The provisions of this Section 2.6 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

Section 2.7 Persons Deemed Owner. Prior to due presentment for registration of transfer of any Note, the Issuer, the Indenture Trustee and any agent of the Issuer or the Indenture Trustee may treat the Person in whose name any Note is registered (as of the day of determination) as the owner of such Note for the purpose of receiving payments of principal of and interest, if any, on such Note and for all other purposes whatsoever, whether or not such Note be overdue, and none of the Issuer, the Indenture Trustee or any agent of the Issuer or the Indenture Trustee shall be affected by notice or knowledge to the contrary.

Section 2.8 Payment of Principal and Interest; Defaulted Interest.

(a) The Notes shall accrue interest during the related Interest Accrual Period at the Interest Rate, and such interest shall be payable on each Payment Date in accordance with the priorities set forth in Section 8.6. Interest on the Notes will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

(b) The Issuer will pay interest on the Notes at the Interest Rate on each Payment Date on the principal amount of the Notes outstanding on the preceding Payment Date (after giving effect to all payments of principal made on the preceding Payment Date). Any installment of interest or principal payable on a Note that is punctually paid or duly provided for by the Issuer on the applicable Payment Date shall be paid to the Person in whose name such Note (or one or more Predecessor Notes) is registered on the Record Date by wire transfer in immediately available funds to the account designated by such person or nominee and except for the final installment of principal payable with respect to such Note on a Payment Date or on the applicable Final Scheduled Payment Date (and except for the Redemption Price or Change of Control Redemption Price, as applicable, for any Note called for redemption pursuant to Section 10.1) which shall be payable as provided below.

(c) Prior to the occurrence of an Event of Default and a declaration in accordance with Section 5.2 that the Notes have become immediately due and payable, the Outstanding Amount of the Notes shall be payable in full on the Final Scheduled Payment Date and, to the extent of funds available therefor, in installments on the Payment Dates (if any) preceding the Final Scheduled Payment Date, in the amounts and in accordance with the priorities set forth in Section 8.6(ii).

(d) Notwithstanding the foregoing, the entire unpaid principal amount of the Notes shall be due and payable, if not previously paid, on the date on which an Event of Default shall have occurred and be continuing, and either (i) the Indenture Trustee (at the direction of the Majority Noteholders) or the Majority Noteholders have declared the Notes to be immediately due and payable in the manner provided in Section 5.2 or (ii) such Event of Default arises as a result of an event set forth in Section 5.1(a)(iv) or (v). In such case, principal shall be paid in accordance with the priorities set forth in Section 8.6(ii). The Indenture Trustee shall notify the Person in whose name a Note is registered at the close of business on the Record Date preceding the Payment Date on which the Issuer expects that the final installment of principal of and interest on such Note will be paid. Such notice shall be mailed or transmitted by facsimile prior to such final Payment Date and shall specify that such final installment will be payable only upon presentation and surrender of such Note and shall specify the place where such Note may be presented and surrendered for payment of such installment. Notices in connection with redemptions of Notes shall be mailed to Noteholders as provided in Section 10.2.

(e) If the Issuer defaults in a payment of interest on the Notes, the Issuer shall pay defaulted interest (plus interest on such defaulted interest to the extent lawful) at the Interest Rate plus an additional rate of 2.00% per annum default rate, in any lawful manner. The Issuer may pay such defaulted interest to the persons who are Noteholders on a subsequent special record date, which date shall be at least five (5) Business Days prior to the Payment Date. The Issuer shall fix or cause to be fixed any such special record date and Payment Date, and, at least fifteen (15) days before any such special record date, the Issuer shall mail to each Noteholder a notice that states the special record date, the Payment Date and the amount of defaulted interest to be paid.

Section 2.9 Cancellation. All Notes surrendered for payment, registration of transfer, exchange or redemption shall, if surrendered to any Person other than the Indenture Trustee, be delivered to the Indenture Trustee and shall be promptly cancelled by the Indenture Trustee. The Issuer may at any time deliver to the Indenture Trustee for cancellation any Notes previously authenticated and delivered hereunder which the Issuer may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly cancelled by the Indenture Trustee. No Notes shall be authenticated in lieu of or in exchange for any Notes cancelled as provided in this Section 2.9, except as expressly permitted by this Indenture. All cancelled Notes may be held or disposed of by the Indenture Trustee in accordance with its standard retention or disposal policy as in effect at the time unless the Issuer shall direct by an Issuer Order that they be returned to it; provided, that such Issuer Order is timely and the Notes have not been previously disposed of by the Indenture Trustee. The Indenture Trustee shall provide notice to each Rating Agency of all cancelled Notes.

Section 2.10 Release of Collateral. Subject to Section 12.1 and the terms of the Basic Documents, and other than any distribution to the Issuer pursuant to Section 8.6(i)(L), Section 8.6(ii)(F) or Section 8.7(d), the Indenture Trustee shall release property from the lien of this Indenture only in accordance with the terms of this Indenture and upon receipt of (i) an Issuer Request accompanied by an Officer's Certificate of the Issuer stating that such release is permitted by the terms of this Indenture and that the conditions precedent to such release have been satisfied and (ii) in the event the Issuer requests a release of all or substantially all of the Collateral, a written consent to such release from each Hedge Counterparty.

Section 2.11 Definitive Notes. The Notes, upon original issuance, will be in the form of Definitive Notes. Upon the issuance of Definitive Notes, the Indenture Trustee shall recognize the Holders of the Definitive Notes as Noteholders.

Section 2.12 Tax Treatment.

(a) The Issuer has entered into this Indenture, and the Notes will be issued, with the intention that, for federal, state and local income, single business and franchise tax purposes, the Notes will qualify as indebtedness secured by the Collateral. Each Noteholder, by its acceptance of a Note, agrees to treat Notes (other than Notes held by any equity holder of the Issuer (including any entity whose separate existence from the Issuer or the equity holder of the Issuer is disregarded for federal income tax purposes), any other persons who are members of an "expanded group" or "modified expanded group" with the Issuer within the meaning of the Treasury Regulations under Section 385 of the Code, but only so long as such Notes are held by such person, or as otherwise required by law) for all purposes including federal, state and local income, single business and franchise tax purposes as indebtedness of the Issuer.

(b) Each Noteholder, by its acceptance of a Note agrees to provide to the Person from whom it receives payments on the Notes (including the Paying Agent) the Noteholder Tax Identification Information and, upon request, to the extent FATCA Withholding Tax is applicable, the Noteholder FATCA Information.

(c) Each Noteholder, by its acceptance of a Note, agrees that the Indenture Trustee has the right to withhold any amounts (properly withholdable under Law and without any corresponding gross-up) payable to a Noteholder or holder of an interest in a Note that fails to comply with the requirements of Section 2.12(b).

Section 2.13 CUSIP Numbers. The Issuer shall obtain "CUSIP" numbers in connection with the Notes. The Indenture Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Noteholders; provided, that any such notice may state that no representation is made as to the correctness of such "CUSIP" numbers either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes and any such redemption shall not be affected by any defect in or omission of such numbers. The Issuer will promptly notify the Indenture Trustee in writing of any change in the "CUSIP" numbers.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

The Issuer represents and warrants as of the Closing Date as follows:

Section 3.1 Organization and Good Standing.

The Issuer (i) is duly organized, validly existing, and in good standing under the Laws of the State of Pennsylvania and (ii) will be duly qualified in Kentucky, Ohio, Tennessee, Virginia and West Virginia within five (5) Business Days of the Closing Date, and (iii) has full power and authority under its Organizational Documents to conduct its business as it is now being conducted, and to own or use the properties and assets that it purports to own or use.

Section 3.2 Authority; No Conflict.

(a) The execution, delivery, and performance of this Indenture and the Basic Documents and the performance of the Contemplated Transactions have been duly and validly authorized in accordance with the Organizational Documents of the Issuer, as applicable.

(b) This Indenture has been duly executed and delivered by the Issuer and all instruments executed and delivered by the Issuer at or in connection with the Closing have been duly executed and delivered by the Issuer.

(c) This Indenture constitutes the legally valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and or other similar Laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at Law).

(d) Neither the execution and delivery of this Indenture by the Issuer nor the consummation or performance of any of the Contemplated Transactions or Basic Documents by the Issuer shall, directly or indirectly (with or without notice or lapse of time or both):

(i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of the Issuer, as applicable, or (B) any resolution adopted by the board of directors, board of managers, stockholders, members, or partners of the Issuer, as applicable;

(ii) in any material respect, contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to notification of or to challenge any of the Contemplated Transactions or Basic Documents, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any Contract or agreement or any Law or Order to which the Issuer, or any of the Assets, may be subject;

(iii) in any material respect, contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that relates to the Assets; or

(iv) result in the imposition or creation of any Encumbrance or give rise to any right of termination, cancellation, or acceleration under any of the terms, conditions, or provisions of any Lease, Contract, note, bond, mortgage, indenture, license, or other material agreement with respect to any of the Assets, other than any Encumbrance or Lien arising in favor of the Indenture Trustee pursuant to the Basic Documents.

Section 3.3 Legal Proceedings; Orders. Except as set forth on Schedule 3.3 hereto, there is no pending Proceeding against the Issuer or any of its Affiliates (a) that relates to or may affect any of the Assets that could reasonably be expected to have a Material Adverse Effect; or (b) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise materially interfering with, any of the Contemplated Transactions or Basic Documents. To the Issuer's Knowledge, (x) no Proceeding of the type referenced above has been Threatened, (y) there is no Order adversely affecting the use or ownership of the Assets to which the Issuer, or any of the Assets, is subject, and (z) there is no Order or Proceeding restraining, enjoining, or otherwise prohibiting or making illegal the consummation of the Contemplated Transactions or Basic Documents or which could reasonably be expected to result in a material diminution of the benefits contemplated by this Indenture or the Contemplated Transactions or Basic Documents.

Section 3.4 Compliance with Laws and Governmental Authorizations.

(a) The Assets have been owned in all material respects in accordance with all Laws of all Governmental Bodies having or asserting jurisdiction relating to the ownership and operation thereof, including the production of Hydrocarbons attributable thereto.

(b) Except as set forth on Schedule 3.4(b) hereto, to the Knowledge of the Diversified Parties, all necessary Governmental Authorizations with regard to the ownership of the Issuer's interest in the Assets have been obtained and no violations exist or have been recorded in respect of such Governmental Authorizations.

(c) Neither the Issuer nor its Affiliates have received any written notice of any violation of any Laws or of any Governmental Authorization in connection with the ownership of the Assets that has not been corrected or settled, and there are no Proceedings pending or, to the Issuer's Knowledge, threatened that might result in any material modification, revocation, termination or suspension of any Governmental Authorization or which would require any material corrective or remedial action by the Issuer or any of its Affiliates.

Section 3.5 Title to Property; Leases. The Issuer has good and sufficient title to its properties that individually or in the aggregate are material, including all such properties purported to have been acquired by the Issuer from Diversified pursuant to the Separation Agreement, in each case free and clear of Liens other than Permitted Liens.

Section 3.6 Vesting of Title to the Wellbore Interests. Pursuant to the Asset Vesting Documents, title to the Wellbore Interests will vest in the Issuer, and the Issuer will have valid legal and beneficial title thereto, in each case subject to no prior Lien, mortgage, security interest, pledge, adverse claim, charge or other encumbrance, other than the Permitted Liens. Prior to the Separation, Diversified had valid legal and beneficial title to the Wellbore Interests and had not assigned to any Person any of its right, title or interest in any Wellbore Interests, other than any in connection with any Liens that are being released on or before the Closing Date or any Permitted Liens.

Section 3.7 Compliance with Leases. The Issuer is in compliance in all material respects with each Lease to the extent relating to an Asset, including all express and implied covenants thereunder. No material written demands or notices of default or non-compliance or dispute (including those received electronically) with respect to a Lease to the extent relating to an Asset have been issued to or received by the Issuer that remain uncured or outstanding.

Section 3.8 Material Indebtedness. The Issuer does not have any material Indebtedness other than Permitted Indebtedness.

Section 3.9 Employee Benefit Plans. Except as set forth on Section 3.7 hereto, neither the Issuer nor, to the extent it would reasonably be expected to have a Material Adverse Effect, any ERISA Affiliate maintains or has ever maintained any Plans (including any Non-U.S. Plan) or has ever had any obligations to make any contribution to a Multiemployer Plan.

Section 3.10 Use of Proceeds; Margin Regulations. The Issuer will apply the proceeds of the sale of the Notes hereunder (i) to finance the acquisition of the Assets pursuant to the Separation Agreement, (ii) to fund the Liquidity Reserve Account, (iii) to pay transaction fees and expenses related to the issuance of the Notes, and (iv) for general limited liability company purposes. No part of the proceeds from the sale of the Notes hereunder will be used, directly or indirectly, for the purpose of buying or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System (12 CFR 221), or for the purpose of buying or carrying or trading in any Securities under such circumstances as to involve the Issuer in a violation of Regulation X of said Board (12 CFR 224) or to involve any broker or dealer in a violation of Regulation T of said Board (12 CFR 220).

Section 3.11 Existing Indebtedness; Future Liens.

(a) The Issuer has no outstanding Indebtedness other than Permitted Indebtedness. There are no outstanding Liens on any property of the Issuer other than Permitted Liens.

(b) Except for Permitted Liens, the Issuer has not agreed or consented to cause or permit any of its property, whether now owned or hereafter acquired, to be subject to a Lien that secures Indebtedness or to cause or permit in the future (upon the happening of a contingency or otherwise) any of its property, whether now owned or hereafter acquired, to be subject to a Lien that secures Indebtedness.

(c) Other than the Basic Documents, the Issuer is not a party to, or otherwise subject to any provision contained in, any instrument evidencing Indebtedness of the Issuer, any agreement relating thereto or any other agreement (including its charter or any other Organizational Document) which limits the amount of, or otherwise imposes restrictions on the incurring of, Indebtedness of the Issuer.

Section 3.12 Foreign Assets Control Regulations, Etc.

(a) Neither the Issuer nor any Controlled Entity (i) is a Blocked Person, (ii) has been notified that its name appears (or may in the future appear) on a State Sanctions List or (iii) to Issuer's Knowledge, is a target of sanctions that have been imposed by the United Nations or the European Union.

(b) Neither the Issuer nor any Controlled Entity (i) has violated, been found in violation of, or been charged or convicted under, any applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws or Anti-Corruption Laws or (ii) to the Issuer's Knowledge, is under investigation by any Governmental Body for possible violation of any applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws or Anti-Corruption Laws.

(c) No part of the proceeds from the sale of the Notes hereunder:

(i) constitutes or will constitute funds obtained on behalf of any Blocked Person or will otherwise be used by the Issuer or any Controlled Entity, directly or indirectly, (A) in connection with any investment in, or any transactions or dealings with, any Blocked Person, (B) for any purpose that would cause any Purchaser to be in violation of any U.S. Economic Sanctions Laws, or (C) otherwise in violation of any U.S. Economic Sanctions Laws;

(ii) will be used, directly or indirectly, in violation of, or cause any Purchaser to be in violation of, any applicable Anti-Money Laundering Laws; or

(iii) will be used, directly or indirectly, for the purpose of making any improper payments, including bribes, to any Governmental Official or commercial counterparty in order to obtain, retain or direct business or obtain any improper advantage, in each case which would be in violation of, or cause any Purchaser to be in violation of, any applicable Anti-Corruption Laws.

(d) The Issuer and its Affiliates have established procedures and controls which they reasonably believe are adequate (and otherwise comply with applicable Law) to ensure that the Issuer and each Controlled Entity is and will continue to be in compliance with all applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws and Anti-Corruption Laws.

Section 3.13 Status under Certain Statutes. The Issuer is not subject to regulation under the Investment Company Act of 1940, the Public Utility Holding Company Act of 2005, the ICC Termination Act of 1995, or the Federal Power Act.

Section 3.14 Single Purpose Entity. The Issuer (i) has been formed and organized solely for the purpose of entering into the Basic Documents to which it is a party, and performing its obligations thereunder (including entering into certain agreements in connection therewith), (ii) has not engaged in any business unrelated to clause (i) above, and (iii) does not have any other assets other than those related to its activities in accordance with clause (i) above.

Section 3.15 Solvency. The Issuer is solvent, has capital not unreasonably small in relation to its business or any contemplated or undertaken transaction and has assets having a value both at fair valuation and at present fair saleable value greater than the amount required to pay its debts as they become due and greater than the amount that will be required to pay its probable liability on its existing debts as they become absolute and matured. The Issuer does not intend to incur, or believe that it will incur, debts beyond its ability to pay such debts as they become due. The Issuer does not believe that it will be rendered insolvent by the execution and delivery of, and performance of its obligations under, this Indenture, the Notes and the other Basic Documents to which it is a party. The Issuer does not intend to hinder, delay or defraud its creditors by or through the execution and delivery of, or performance of its obligations under, this Indenture, the Notes or the other Basic Documents to which it is a party.

Section 3.16 Security Interest. The Indenture, together with the Mortgages, creates in favor of the Indenture Trustee, as security for the payment of principal of and interest on, and any other amounts owing in respect of, the Notes and the Hedge Agreements (including any termination payments and any other amounts owed thereunder) and for the performance of the provisions of this Indenture, a security interest in or mortgage or deed of trust on all of the right, title, and interest, whether now owned or hereafter acquired, of the Issuer in, to, and under the Collateral. Upon the filing of the applicable UCC-1 financing statements and the Mortgages, all action has been taken as is necessary to perfect such security interest or mortgage or deed of trust, and such security interest, mortgage or deed of trust is of first priority.

ARTICLE IV

COVENANTS

Section 4.1 Payment of Principal and Interest. The Issuer will duly and punctually pay the principal of and interest, if any, on the Notes in accordance with the terms of the Notes and this Indenture. Without limiting the foregoing, subject to and in accordance with Section 8.6, the Indenture Trustee shall distribute all amounts on deposit in the Collection Account and allocated for distribution to the Noteholders on a Payment Date pursuant to Article VIII hereof for the benefit of the Notes, to the Noteholders. Amounts properly withheld under the Code by any Person from a payment to any Noteholder of interest and/or principal shall be considered as having been paid by the Issuer to such Noteholder for all purposes of this Indenture.

Section 4.2 Maintenance of Office or Agency. The Issuer will maintain in the United States, an office or agency where Notes may be surrendered for registration of transfer or exchange, and where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served. Such office or agency will initially be at Corporate Trust Office of the Indenture Trustee, and the Issuer hereby initially appoints the Indenture Trustee to serve as its agent for the foregoing purposes. The Indenture Trustee will give prompt written notice to the Issuer and each Rating Agency of any change in the location of any such office or agency. If at any time the Issuer shall fail to maintain any such office or agency or shall fail to furnish the Indenture Trustee with the address thereof, such surrenders, notices and demands may be made or served at the Corporate Trust Office, and the Issuer hereby appoints the Indenture Trustee as its agent to receive all such surrenders, notices and demands; provided, that the Indenture Trustee shall not be deemed an agent of the Issuer for service of process.

Section 4.3 Money for Payments to Be Held on behalf of the Noteholders and Hedge Counterparties. All payments of amounts due and payable with respect to any Notes and Hedge Agreements that are to be made from amounts withdrawn from the Collection Account pursuant to Section 8.6 shall be made on behalf of the Issuer by the Indenture Trustee or by another Paying Agent, and no amounts so withdrawn from the Collection Account for payments of Notes and Hedge Agreements shall be paid over to the Issuer except as provided in Section 8.6.

Section 4.4 Compliance With Law. The Issuer will comply with all Laws and regulations to which it is subject (including ERISA, Environmental Laws, and the USA PATRIOT Act) and will obtain and maintain in effect all licenses, certificates, permits, franchises and other governmental authorizations necessary to the ownership of its properties or to the conduct of its businesses, in each case to the extent necessary to ensure compliance in all material respects with such Laws, ordinances or governmental rules or regulations and requirements to obtain or maintain in effect such licenses, certificates, permits, franchises and other governmental authorizations.

Section 4.5 Insurance. From and after the Closing Date, the Issuer will maintain (or cause to be maintained), with financially sound and reputable insurers, insurance with respect to its properties and businesses against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is customary in the case of entities of established reputations engaged in the same or a similar business and similarly situated, and, within sixty (60) days after the Closing Date, the Issuer shall cause the Indenture Trustee to be named as a loss payee or an additional insured. For the avoidance of doubt, any proceeds received by the Issuer or the Manager for the benefit of the Issuer with respect to any claim under such insurance policy shall be deemed to be Collections with respect to the Collection Period in which such proceeds are received and promptly deposited into the Collections Account.

Section 4.6 No Change in Fiscal Year. Without the consent of the Majority Noteholders, the Issuer shall not (i) permit its fiscal year to end on a day other than December 31, (ii) change its method of determining fiscal quarters or make or permit any change in accounting policies or reporting practices, except as required by or in accordance with IFRS, or (iii) change its federal employer identification number, except, in each case, for any such changes that are not materially adverse to the Holders or the Hedge Counterparties.

Section 4.7 Payment of Taxes and Claims. The Issuer will file all U.S. federal and state and any other material Tax returns required to be filed in any jurisdiction and to pay and discharge all Taxes shown to be due and payable on such returns and all other Taxes, assessments, governmental charges, or levies imposed on them or any of their properties, assets, income or franchises, to the extent the same have become due and payable and before they have become delinquent and all claims for which sums have become due and payable that have or might become a Lien on properties or assets of the Issuer; provided, that Issuer need not pay any such Tax, assessment, charge, levy or claim if the amount, applicability or validity thereof is contested in good faith by the Issuer.

Section 4.8 Existence. Subject to Section 4.17, the Issuer will at all times preserve and keep (i) its limited liability company existence in full force and effect and (ii) all foreign qualifications of the Issuer and all rights and franchises of the Issuer.

Section 4.9 Books and Records. The Issuer will maintain or cause to be maintained proper books of record and account in conformity with IFRS and all applicable requirements of any Governmental Body having legal or regulatory jurisdiction over the Issuer. The Issuer will keep or cause to be kept books, records and accounts that, in reasonable detail, accurately reflect all transactions and dispositions of assets. The Issuer or one of its Affiliates has devised a system of internal accounting controls sufficient to provide reasonable assurances that the Issuer's books, records, and accounts accurately reflect all transactions and dispositions of assets, and such a system shall be maintained.

Section 4.10 Performance of Material Agreements. From and after the Closing Date, the Issuer will at all times in all material respects (i) observe and perform all obligations, covenants and agreements to be performed by it under, and comply with all conditions under, each material agreement including each Lease to which it is or becomes a party in accordance with the terms thereof and (ii) subject to the terms of this Indenture, diligently exercise, enforce, defend and protect its rights under, and take any action required to collect any and all sums due to it under, each material agreement including each Lease to which it is or becomes a party.

Section 4.11 Maintenance of Lien. From and after the Closing Date and for so long as the Notes and Hedge Agreements are outstanding, the Issuer will, at its expense, timely take or cause to be taken all action required to maintain and preserve the perfection and first priority of the Lien on the Collateral granted under this Indenture and the Mortgages (subject to Permitted Liens).

Section 4.12 Further Assurances. From time to time the Issuer will perform or cause to be performed any other act as required by Law and will execute or cause to be executed any and all further instruments that may be required by Law or reasonably necessary (or reasonably requested by the Indenture Trustee) in order to create, perfect and protect the Lien of the Indenture Trustee on or in the Collateral. The Issuer will promptly do, execute, acknowledge and deliver, or cause to be promptly done, executed, acknowledged and delivered, all such further acts, deeds, conveyances, mortgages, assignments, transfers and assurances as the Indenture Trustee or any Noteholder may reasonably require for the creation, perfection and priority of the Liens being herein provided for (subject to Permitted Liens). The Issuer will pay or cause to be paid all filing, registration and recording Taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of this Indenture, and of any instrument of further assurance, and all federal or state stamp Taxes and other material Taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Indenture, the other Basic Documents and such instruments of further assurance.

Section 4.13 Use of Proceeds. The Issuer shall apply the proceeds of the sale of the Notes solely as provided in Section 3.10.

Section 4.14 Separateness.

(a) The Issuer will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due and payable, except for expenses paid on its behalf pursuant to contractual arrangements providing for operating, maintenance or administrative services.

(b) The Issuer will observe all limited liability company or organizational formalities, maintain books, records, financial statements and bank accounts separate from those of its Affiliates, except as permitted by this Indenture and the other Basic Documents. The Issuer's assets will not be listed as assets on the financial statement of any other entity except as required by IFRS; provided, however, that appropriate notation shall be made on any consolidated statements to indicate its separateness from any Affiliates and to indicate that its assets and credit are not available to satisfy the debt and other obligations of such Affiliate or any other Person except as otherwise contemplated by the Basic Documents.

(c) The Issuer will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate). The Issuer will conduct and operate its business and in its own name.

(d) Other than as contemplated in the Joint Operating Agreement and the Agency Agreement, the Issuer will hold all of its assets in its own name and will not commingle its funds and other assets with those of any Affiliate.

(e) The Issuer will not conduct the business of or act on behalf of any other Person (except as required by the Basic Documents).

(f) The Issuer (i) will at all times have at least one (1) duly elected Independent manager or member and (ii) so long as the Notes and Hedge Agreements remain outstanding, shall not remove or replace any Independent manager or member without cause and only after providing the Indenture Trustee, each Noteholder and each Hedge Counterparty with no less than three (3) days' prior written notice of (A) any proposed removal of such Independent manager or member, and (B) the identity of the proposed replacement, together with a certification that such replacement satisfies the requirements for an Independent manager or member in the organizational documents for the Issuer. The Issuer will not institute proceedings to be adjudicated bankrupt or insolvent, consent to the institution of bankruptcy or insolvency proceedings against it, or file, or consent to, a petition seeking reorganization or relief under any applicable federal or state Law relating to bankruptcy or insolvency, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of Issuer or any substantial part of its property, or make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take limited liability company action in furtherance of any such action without the affirmative vote of at least one (1) duly elected Independent manager or member; provided, however, irrespective of such affirmative vote, the occurrence of any of the foregoing is subject to Section 5.1(a)(iv), Section 5.1(a)(v), and any other terms herein or any of the Basic Documents.

(g) The Issuer will be, and at all times will hold itself out to the public and all other Persons as, a legal entity separate and distinct from any other Person (including any Affiliate), correct any known misunderstanding regarding its status as a separate entity, conduct business solely in its own name, and not identify itself as a division of any of its Affiliates or any of its Affiliates as a division of the Issuer (except for income tax purposes). The Issuer will conduct and operate its business and in its own name.

(h) The Issuer will not permit its name to be used by any Affiliate of the Issuer in the conduct of such Affiliate's business, and will not use the name of any Affiliate in the conduct of the Issuer's business.

(i) The Issuer will file its own tax returns, if any, as may be required under applicable Law, to the extent (1) not part of a consolidated group filing a consolidated return or returns or (2) not treated as a division for tax purposes of another taxpayer, and pay any taxes required to be paid under applicable Law.

(j) The Issuer will maintain its assets, including the Collateral, in such a manner that it would not be costly or difficult to identify, segregate or ascertain its assets from those of any other Person.

(k) Subject to Section 4.15, the Issuer will maintain an arm's length relationship with its Affiliates, and not enter into any transaction with any Affiliate unless such transaction is (i) on such terms and conditions (including terms relating to amounts paid thereunder) as would be generally available if such business transaction were with an entity that was not an Affiliate in comparable transactions, and (ii) pursuant to enforceable agreements.

(l) The Issuer will not hold out its credit or assets as being available to satisfy the obligations of others nor guarantee the obligation of any Person.

(m) The Issuer will maintain adequate capital in light of its contemplated business purpose, transactions, and liabilities (provided, that no member of the Issuer shall have any obligation to make any contribution of capital to the Issuer).

(n) The Issuer will not grant a security interest in its assets to secure the obligations of any other Person.

(o) The Issuer will not, directly or indirectly, engage in any business or activity other than the actions that are both (i) required or permitted to be performed under Section 3.1 of its limited liability company agreement and (ii) permitted by the terms of the Basic Documents.

(p) The Issuer will not incur any indebtedness, liability, obligation, or expense, or own any assets, other than in each case those that are both (i) necessary to achieve the purposes set forth in Section 3.1 of its limited liability company agreement and (ii) permitted by the Basic Documents;

(q) The Issuer will not make or permit to remain outstanding any loan or advance to, or own or acquire any stock or securities of, any Person, other than as permitted by the Basic Documents;

(r) The Issuer will maintain complete records of all transactions (including all transactions with any Affiliate);

(s) The Issuer will comply with all requirements of applicable Law regarding its operations and shall comply with the provisions of this Indenture and its Organizational Documents; and

(t) The Issuer will not form, acquire, or hold any Subsidiary.

Section 4.15 Transactions with Affiliates. The Issuer will not enter into directly or indirectly any transaction or group of related transactions (including the purchase, lease, sale or exchange of properties of any kind or the rendering of any service) with any Affiliate, except as contemplated by the Basic Documents and except in the ordinary course and pursuant to the reasonable requirements of the Issuer's business and upon fair and reasonable terms no less favorable to the Issuer than would be obtainable in a comparable arm's length transaction with a Person not an Affiliate.

Section 4.16 Merger, Consolidation, Etc. The Issuer will not consolidate with or merge with any other Person or convey, transfer or lease all or substantially all of its assets in a single transaction or series of transactions to any Person unless:

(a) the successor formed by such consolidation or the survivor of such merger or the Person that acquires by conveyance, transfer or lease all or substantially all of the assets of the Issuer as an entirety, as the case may be, shall be a solvent entity organized and existing under the Laws of the United States or any state thereof (including the District of Columbia), and, if the Issuer is not such entity, (i) such entity shall have executed and delivered to each holder of any Notes, the Indenture Trustee and each Hedge Counterparty a supplemental indenture or other agreement evidencing its assumption of the due and punctual performance and observance of each covenant and condition of this Indenture, the Notes and the other Basic Documents and (ii) such entity shall have caused to be delivered to the Indenture Trustee an opinion of nationally recognized independent counsel, or other independent counsel reasonably satisfactory to the Indenture Trustee, the Majority Noteholders and the Hedge Counterparties, to the effect that all agreements or instruments effecting such assumption and the supplemental indenture or other agreement are enforceable in accordance with their terms and comply with the terms hereof, that all conditions in this Indenture with respect to such merger, consolidation, conveyance, transfer, or lease have been satisfied and that such consolidation, merger, conveyance, transfer or lease of assets shall not have a material adverse effect on the Notes;

(b) immediately before and immediately after giving effect to such transaction or each transaction in any such series of transactions, (1) no Default, Event of Default or Material Manager Default shall have occurred and be continuing, (2) the Indenture Trustee shall have, for its own benefit and the equal and ratable benefit of the Holders and the Hedge Counterparties, a legal, valid and enforceable first priority Lien on all of the Collateral (subject to Permitted Liens), and (3) the Issuer shall not be in breach of Section 4.14; and

(c) the Issuer shall have delivered, or caused to be delivered, an update to each Private Letter Rating from each applicable Rating Agency evidencing that there has been, and will be, no downgrade in the rating then assigned to the Notes as a result of such transaction.

Nothing contained herein shall prohibit, limit or restrict the foreclosure of the Liens of this Indenture in connection with the exercise of remedies in accordance with the terms of this Indenture.

Section 4.17 Lines of Business. The Issuer will not at any time engage in any business other than those related to the ownership of the Assets and the transactions contemplated by this Indenture and the other Basic Documents to which it is a party and other activities reasonably incidental thereto; provided, however, that the Issuer shall not engage in any business or activity or enter into any contractual arrangement (other than any business or activity in which the Issuer is engaged on the Closing Date) that would (i) subject the Holders or any Hedge Counterparty to regulation or oversight by any Governmental Body (other than the Governmental Bodies which regulate companies engaged in the oil and gas industry, insurance companies and, following foreclosure, regulations applicable to assets held as a result of such foreclosure) or cause the Holders or any Hedge Counterparty to breach any Law or regulation or guideline of any Governmental Body or require Holders or any Hedge Counterparty to obtain a consent, waiver or clarification by any Governmental Body or (ii) cause any of the representations and warranties of the Issuer contained in any of the Basic Documents to be inaccurate as of the date made or deemed made.

Section 4.18 Economic Sanctions, Etc. Neither the Issuer nor any Controlled Entity will (a) become (including by virtue of being owned or controlled by a Blocked Person), own or control a Blocked Person or (b) directly or indirectly have any investment in or engage in any dealing or transaction (including any investment, dealing or transaction involving the proceeds of the Notes) with any Person if such investment, dealing or transaction (i) would cause any Noteholder, any Hedge Counterparty or any affiliate of such Holder or Hedge Counterparty to be in violation of, or subject to sanctions under, any applicable U.S. Economic Sanctions Laws, Anti-Corruption Laws or Anti-Money Laundering Laws, or (ii) is prohibited by or subject to sanctions under any U.S. Economic Sanctions Laws.

Section 4.19 Liens. The Issuer will not, directly or indirectly, create, incur, assume or permit to exist (upon the happening of a contingency or otherwise) any Lien on or with respect to any of its property or assets (including the Collateral), whether now owned or held or hereafter acquired, or any income or profits therefrom, or assign or otherwise convey any right to receive income or profits, except for Permitted Liens.

Section 4.20 Sale of Assets, Etc. The Issuer will not sell, transfer, convey, assign, exchange or dispose of any of its properties or assets in any single transaction or series of related transactions of any individual asset, or group of related assets, other than Permitted Dispositions; provided, however, that in the event any Permitted Disposition could reasonably be expected to have a material adverse effect on any Hedge Counterparty, the Issuer shall obtain the prior written consent of such Hedge Counterparty to such Permitted Disposition.

Section 4.21 Permitted Indebtedness. The Issuer will not create, guarantee, assume or suffer to exist, or in any manner be or become liable in respect of, any Indebtedness of any kind or character, other than the following (such Indebtedness being referred to as "Permitted Indebtedness"):

(a) Indebtedness owing under this Indenture, the Notes or any other Basic Document, including the Hedge Agreements;

(b) Operating Expenses;

(c) obligations incurred in the ordinary course of its business specified in Section 4.17 in an aggregate amount not to exceed $1,000,000 at any one time; and

(d) other Indebtedness with the prior written consent of the Majority Noteholders; provided, however, any such Indebtedness is subordinate to the Hedge Counterparties, in all respects.

Section 4.22 Amendment to Organizational Documents. The Issuer will not, and will not permit any party to, amend, modify or otherwise change (i) any material provision of the Issuer's Organizational Documents or (ii) its jurisdiction of organization, its location of principal place of business or its name, in each case, without the prior written consent of the Majority Noteholders; provided, however, that the Issuer may amend, modify or otherwise change any provision of the Issuer's Organizational Documents to: (i) cure any ambiguity, (ii) correct or supplement any provision in a manner consistent with the intent of the Issuer's Organizational Documents and the other Basic Documents or (iii) otherwise amend, modify or change any immaterial provision of the Issuer's Organizational Documents, in each case, without obtaining the consent of the Majority Noteholders, but with delivery of an Officer's Certificate to the Indenture Trustee stating that such amendment is so permitted under one or more of the foregoing clauses (i)-(iii) of this proviso.

Section 4.23 No Loans. The Issuer will not, directly or indirectly, make any loan or advance to any Person, other than Permitted Investments.

Section 4.24 Permitted Investments; Subsidiaries. The Issuer will not make any Investments other than (a) any Investment in Permitted Investments of monies in any Issuer Account and (b) obligations of account debtors to the Issuer arising in the ordinary course of business, and (c) Investments received as consideration from any Permitted Disposition. Without limiting the generality of the foregoing, the Issuer will not create any Subsidiaries or enter into any partnership or joint venture.

Section 4.25 Employees; ERISA. The Issuer will not maintain any employees or maintain any Plan or incur or suffer to exist any obligations to make any contribution to a Multiemployer Plan.

Section 4.26 Tax Treatment. Neither the Issuer, nor any party otherwise having the authority to act on behalf of the Issuer, is authorized to, or will, make the election described in U.S. Treasury Regulations Section 301.7701-3(a) to treat the Issuer as an association taxable as a corporation for U.S. federal income tax purposes, or a similar election under any U.S. state or local Law. The Issuer will treat the Notes (other than Notes held by any equity holder of the Issuer (including any entity whose separate existence from the Issuer or the equity holder of the Issuer is disregarded for federal income tax purposes), any other persons who are members of an "expanded group" or "modified expanded group" with the Issuer within the meaning of the Treasury Regulations under Section 385 of the Code, but only so long as such Notes are held by such person, or as otherwise required by law) and this Indenture as debt, and not as an equity interest in the Issuer, for all purposes (including federal, state and local income Tax purposes).

Section 4.27 Replacement of Manager or Indenture Trustee. In the event that the Manager or the Indenture Trustee shall be terminated or shall resign, the Issuer shall appoint a replacement manager or indenture trustee satisfactory to the Majority Noteholders as soon as reasonably practicable, but in any event within thirty (30) days following such delivery of notice of any such resignation or termination.

Section 4.28 Hedge Agreements. The Issuer shall enter into on or prior to the Closing Date, and thereafter maintain until the earlier of (i) [***] or (ii) [***], Hedge Agreements with an aggregate notional volume of (and fixing the price exposure with respect to) [***] but no more than 95% of the projected natural gas output from the Issuer's Assets for each month, classified as "proved" and as described in the Reserve Report (the "Hedge Percentage"), including by way of (1) an initial hedging strategy consisting of one or more swap transactions and/or swaptions, and (2) mitigating basis risk of the applicable natural gas output from the Issuer's Assets described in the Reserve Report on a [***], and in the case of both (1) and (2) based on a Reserve Report updated on at least a [***]; provided, however, that, in each case, the Issuer shall not enter into or maintain any Hedge Agreements for purposes of speculation or investment; *provided further*, (i) for the avoidance of doubt, the foregoing shall not prohibit Issuer from selling call options or swaptions and (ii) the Issuer's compliance with the 95% limit in the Hedge Percentage shall be determined without giving effect to any offsetting or similar Hedge Agreements that would otherwise result in a position that is opposite and equivalent to all or a portion of an existing Hedge Agreement (including any transaction thereunder). Neither the Issuer, nor any party otherwise having authority to act on behalf of the Issuer, is authorized to, or will, enter into an amendment to any Hedge Agreement without obtaining the prior written consent of each Rating Agency; *provided that* nothing in this sentence shall restrict the Issuer (i) from entering into Hedge Agreements during and after the Hedge Period (excluding the entry into any offsetting Hedge Agreements described in the proviso of the immediately preceding sentence) or terminating Hedge Agreements, in part or in whole, in order to maintain compliance with the terms set forth herein or to mitigate the risk that the applicable Hedge Counterparty elects not to extend the swap transaction [***]; or (ii) from optimizing (including, without limitation, entering into additional options or other transactions in order to satisfy the Extended Hedging Condition), novating, transferring, rolling or terminating Hedge Agreements, *provided further that* the Hedge Percentage and the requirement to maintain the basis hedges under clause (2) is satisfied at all time until the earlier of (i) [***] or (ii) [***].

ARTICLE V

REMEDIES

Section 5.1 Events of Default.

(a) "Event of Default," wherever used herein, means any one of the following events (whatever the reason for such Event of Default and, subject to Sections 5.1(a)(iv) and 5.1(a)(v), whether it shall be voluntary or involuntary or be effected by operation of Law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) the failure to pay the Notes in full by the Final Scheduled Payment Date;

(ii) default in the payment of interest on the Notes when the same becomes due and payable that continues unremedied for two (2) Business Days;

(iii) default in the observance or performance of any material covenant or agreement of any Diversified Party made in any Basic Document to which it is a party (other than a covenant or agreement, a default in the observance or performance of which is specifically dealt with elsewhere in this Section 5.1(a)), or any representation or warranty of any Diversified Party made in any Basic Document to which it is a party or in any certificate or other writing delivered pursuant hereto or in connection herewith proving to have been incorrect in any material respect as of the time when the same shall have been made, and such default shall continue or not be cured, or the circumstance or condition in respect of which such representation or warranty was incorrect shall not have been eliminated or otherwise cured, for a period of thirty (30) days (subject to Section 5.1(c) below) after the earlier of (i) Knowledge of a Diversified Party of such default or incorrect representation or warranty or (ii) receipt by the Issuer and a Responsible Officer of the Indenture Trustee from a Noteholder or a Hedge Counterparty, a written notice specifying such default or incorrect representation or warranty and requiring it to be remedied and stating that such notice is a notice of Default hereunder, delivered by registered or certified mail;

(iv) the filing of a decree or order for relief by a court having jurisdiction in the premises in respect of the Issuer or any substantial part of the Collateral in an involuntary case under any applicable federal or state bankruptcy, insolvency or other similar Law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Issuer or for any substantial part of the Collateral, or ordering the winding-up or liquidation of the Issuer's affairs, and such decree or order shall remain unstayed and in effect for a period of sixty (60) consecutive days;

(v) the commencement by the Issuer of a voluntary case under any applicable federal or state bankruptcy, insolvency or other similar Law now or hereafter in effect, or the consent by the Issuer to the entry of an order for relief in an involuntary case under any such Law, or the consent by the Issuer to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Issuer or for any substantial part of the Collateral, or the making by the Issuer of any general assignment for the benefit of creditors, or the failure by the Issuer generally to pay its debts as such debts become due, or the taking of any action by the Issuer in furtherance of any of the foregoing;

(vi) the failure of the Issuer to cause the Indenture Trustee, for the benefit of the Holders of the Notes and the Hedge Counterparties, to have a valid first- priority perfected security interest in any portion of the Collateral (subject to Permitted Liens) within sixty (60) days after the Closing Date; provided, that it will not be an Event of Default under this clause(a)(vi) if the value of all of the Collateral for which the Indenture Trustee does not have a valid first-priority perfected security interest in any portion of the Collateral (subject to Permitted Liens) is equal to or less than 1% of the aggregate principal amount of Outstanding Notes;

(vii) other than as contemplated by Section 5.1(a)(vi), the failure of the Indenture Trustee, for the benefit of the Holders of the Notes and the Hedge Counterparties, to have a valid first-priority perfected security interest in any portion of the Collateral (subject to Permitted Liens) that is not cured within ten (10) days of the earlier of (i) Knowledge of a Diversified Party of such failure or (ii) receipt by the Issuer from the Indenture Trustee a written notice specifying such failure and requiring it to be remedied and stating that such notice is a notice of Default hereunder, delivered by registered or certified mail; provided, that it will not be an Event of Default under this clause(a)(vii) if the value of all of the Collateral for which the Indenture Trustee does not have a valid first-priority perfected security interest (subject to Permitted Liens) is equal to or less than 1% of the aggregate principal amount of Outstanding Notes;

(viii) the Issuer shall become a corporation or another entity taxable as a corporation for U.S. federal income tax purposes;

(ix) the filing of a non-appealable decree or order for relief by a court having jurisdiction in the premises in respect of the Issuer in excess of $500,000 and not discharged, satisfied or stayed within thirty (30) days;

(x) the adoption in final form of a statute, rule or regulation by a competent legislative or governmental rule-making body that becomes effective following the Closing Date, or the entry of a final, non-appealable judgment of a court of competent jurisdiction that is rendered following the Closing Date, which has a material adverse effect on (a) the validity or enforceability of any of the Basic Documents, or (b) the ability of the Issuer to make payments on the Notes or its obligations under any of the Hedge Agreements;

(xi) an ERISA or tax lien is created that secures the payment of money owed by the Issuer in excess of $500,000;

(xii) the Issuer or the Collateral is required to be registered as an "investment company" under the Investment Company Act;

(xiii) the failure of the Notes to be rated by at least one Rating Agency or a replacement rating agency approved by the Majority Noteholders for a period of sixty (60) consecutive days, such period to be extended to ninety (90) days so long as the Issuer is making commercially reasonable efforts to obtain a rating from a replacement rating agency; or

(xiv) any transactions under any Hedge Agreements remain outstanding as of the date that all principal and interest upon the Notes are paid in full, excluding only any Hedge Agreements for which the Hedge Counterparty thereunder has agreed in writing to accept cash collateral or other security immediately prior to the date of such payment in full.

(b) The Issuer shall deliver to (1) a Responsible Officer of the Indenture Trustee, (2) each Noteholder, (3) each Hedge Counterparty and (4) each Rating Agency, within five (5) Business Days after the occurrence thereof, written notice in the form of an Officer's Certificate of any event that with the giving of notice and the lapse of time could become an Event of Default under clause (a)(iii) above, its status and what action the Issuer is taking or proposes to take with respect thereto.

(c) Notwithstanding the foregoing, a breach of any covenant or agreement or representation or warranty of the Issuer referred to under clause (a)(iii) above shall not constitute an Event of Default after such thirty (30) day period (and the notice described under clause (b) above need not be delivered) if (x) the Issuer has commenced in a diligent manner a cure of such breach and (y) such remedial action could not reasonably have been expected to fully cure such breach within such thirty (30) days, but could reasonably be expected to be implemented and fully cure such breach within an additional thirty (30) days (but in no event shall the total cure period exceed a total of ninety (90) days). Upon the occurrence of any such event, each of the Issuer and the Indenture Trustee, as applicable, shall not be relieved from using its best efforts to perform its obligations in a timely manner in accordance with the terms of this Indenture and the Issuer or the Indenture Trustee, as applicable, shall provide the Indenture Trustee (if such delay or failure is a result of a delay or failure by the Issuer), the Noteholders, and the Hedge Counterparties prompt notice of such failure or delay by it, together with a description of its efforts to so perform its obligations.

Section 5.2 Acceleration of Maturity; Rescission and Annulment. If an Event of Default should occur and be continuing, then and in every such case the Indenture Trustee at the written direction of the Majority Noteholders (subject to the Indenture Trustee's indemnification rights set forth herein) or the Majority Noteholders may declare all the Notes to be immediately due and payable, by a notice in writing to the Issuer (and to a Responsible Officer of the Indenture Trustee if given by Noteholders) (a copy of which shall be provided by the Issuer to each Hedge Counterparty and each Rating Agency), and upon any such declaration the unpaid principal amount of such Notes, together with accrued and unpaid interest thereon through the date of acceleration, shall become immediately due and payable; provided, that upon the occurrence of an Event of Default specified in Section 5.1(a)(iv) or (v) all the Notes shall be automatically deemed to be immediately due and payable and upon such event the unpaid principal of such Notes, together with accrued and unpaid interest thereon through the date of such Event of Default specified in Section 5.1(a)(iv) or (v), shall become immediately due and payable, in each case, without notice, declaration or demand by the Indenture Trustee or the Noteholders, all of which are hereby waived by the Issuer.

At any time after such declaration of acceleration of maturity has been made and before a judgment or decree for payment of the money due has been obtained by the Indenture Trustee as provided hereinafter in this Article V, the Majority Noteholders, by written notice to the Issuer and a Responsible Officer of the Indenture Trustee (with a copy to each Hedge Counterparty and each Rating Agency), may rescind and annul such declaration and its consequences if:

(i) the Issuer has paid or deposited with the Indenture Trustee a sum sufficient to pay:

(A) all payments of principal of and interest on all Notes and all other amounts that would then be due hereunder or upon such Notes if the Event of Default giving rise to such acceleration had not occurred; and

(B) all sums paid or advanced by the Indenture Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee and its agents and counsel; and

(ii) all Events of Default, other than the nonpayment of the principal of the Notes that has become due solely by such acceleration, have been cured or waived as provided in Section 5.12.

No such rescission shall affect any subsequent default or impair any right or any exercise of remedies consequent thereto nor shall such rescission in and of itself serve as a waiver of any of the Events of Default.

Section 5.3 Collection of Indebtedness and Suits for Enforcement by Indenture Trustee.

(a) The Issuer covenants that if (i) an Event of Default specified in Section 5.1(a)(i) has occurred and is continuing or (ii) an Event of Default specified in Section 5.1(a)(ii) has occurred and is continuing, the Issuer will, upon demand of the Indenture Trustee, pay to the Indenture Trustee, for the benefit of the Holders of the Notes and the Hedge Counterparties, as applicable, (1) the whole amount then due and payable on such Notes for principal and interest, with interest on the overdue principal and, to the extent payment at such rate of interest shall be legally enforceable, on overdue installments of interest at the rate borne by the Notes, (2) any amounts due and payable by the Issuer under the Hedge Agreements, including any termination amounts and any other amounts owed thereunder, and, in addition thereto, and (3) such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee and its agents and counsel, and all other amounts due and owing to the Indenture Trustee pursuant to Section 6.7.

(b) In case the Issuer shall fail forthwith to pay such amounts upon such demand, the Indenture Trustee, in its own name and as trustee of an express trust, may institute a Proceeding for the collection of the sums so due and unpaid, and may prosecute such Proceeding to judgment or final decree, and may enforce the same against the Issuer or other obligor upon such Notes and collect in the manner provided by Law out of the property of the Issuer or other obligor upon such Notes, wherever situated, the monies adjudged or decreed to be payable.

(c) If an Event of Default occurs and is continuing, the Indenture Trustee may, as more particularly provided in Section 5.4, proceed to protect and enforce its rights and the rights of the Noteholders and the Hedge Counterparties, by such appropriate Proceedings as the Indenture Trustee may deem necessary to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy or legal or equitable right vested in the Indenture Trustee by this Indenture or by Law.

(d) In case there shall be pending, relative to the Issuer or any other obligor upon the Notes or any Person having or claiming an ownership interest in the Collateral, Proceedings under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or other similar Law, or in case a receiver, assignee or trustee in bankruptcy or reorganization, or liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Issuer or its property or such other obligor or Person, or in case of any other comparable judicial Proceedings relative to the Issuer or other obligor upon the Notes, or to the creditors or property of the Issuer or such other obligor, the Indenture Trustee, irrespective of whether the principal of any Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Indenture Trustee shall have made any demand pursuant to the provisions of this Section 5.3, shall be entitled and empowered, by intervention in such Proceedings or otherwise:

(i) to file and prove a claim or claims for the whole amount of principal and interest owing and unpaid in respect of the Notes and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Indenture Trustee (including any claim for reasonable compensation to the Indenture Trustee and each predecessor Indenture Trustee, and their respective agents, attorneys and counsel, and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Indenture Trustee and each predecessor Indenture Trustee, except as a result of gross negligence or willful misconduct), the Noteholders and of the Hedge Counterparties allowed in such Proceedings;

(ii) unless prohibited by applicable Law and regulations, to vote on behalf of the Holders of Notes and the Hedge Counterparties in any election of a trustee, a standby trustee or Person performing similar functions in any such Proceedings;

(iii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute all amounts received with respect to the claims of the Noteholders, the Hedge Counterparties and the Indenture Trustee on their behalf; and

(iv) to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Indenture Trustee, the Holders of Notes and the Hedge Counterparties allowed in any Proceedings relative to the Issuer, its creditors and its property;

and any trustee, receiver, liquidator, custodian or other similar official in any such Proceeding is hereby authorized by each of such Noteholders and Hedge Counterparties to make payments to the Indenture Trustee and, in the event that the Indenture Trustee shall consent to the making of payments directly to such Noteholders or the Hedge Counterparties, to pay to the Indenture Trustee such amounts as shall be sufficient to cover reasonable compensation to the Indenture Trustee, each predecessor Indenture Trustee and their respective agents, attorneys and counsel, and all other expenses and liabilities incurred, and all advances made, by the Indenture Trustee and each predecessor Indenture Trustee except as a result of gross negligence or willful misconduct.

(e) Nothing herein contained shall be deemed to authorize the Indenture Trustee to authorize or consent to or vote for or accept or adopt on behalf of any Noteholder or any Hedge Counterparty any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof or the Hedge Agreements or the rights of any Hedge Counterparty thereof, or to authorize the Indenture Trustee to vote in respect of the claim of any Noteholder or any Hedge Counterparty in any such proceeding except, as aforesaid, to vote for the election of a trustee in bankruptcy or similar Person.

(f) All rights of action and of asserting claims under this Indenture, or under any of the Notes, may be enforced by the Indenture Trustee without the possession of any of the Notes or the production thereof in any trial or other Proceedings relative thereto, and any such action or Proceedings instituted by the Indenture Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment, subject to the payment of the expenses, disbursements and compensation of the Indenture Trustee, each predecessor Indenture Trustee and their respective agents and attorneys, shall be for the ratable benefit of the Holders of the Notes and the Hedge Counterparties.

(g) In any Proceedings brought by the Indenture Trustee (and also any Proceedings involving the interpretation of any provision of this Indenture to which the Indenture Trustee shall be a party), the Indenture Trustee shall be held to represent all the Holders of the Notes and the Hedge Counterparties, and it shall not be necessary to make any Noteholder or any Hedge Counterparty a party to any such Proceedings.

Section 5.4 Remedies; Priorities.

(a) If an Event of Default shall have occurred and be continuing, the Indenture Trustee may, or at the written direction of the Majority Noteholders (subject to the terms hereof) shall, do one or more of the following (subject to Section 5.5):

(i) institute Proceedings in its own name and as trustee of an express trust for the collection of all amounts then payable on the Notes and the Hedge Agreements (including any termination payments and any other amounts owed thereunder) or under this Indenture with respect thereto, whether by declaration or otherwise, enforce any judgment obtained and collect from the Issuer and any other obligor upon such Notes monies adjudged due;

(ii) institute Proceedings from time to time for the complete or partial foreclosure of this Indenture with respect to the Collateral;

(iii) exercise any remedies of a secured party under the UCC and take any other appropriate action to protect and enforce the rights and remedies of the Indenture Trustee, the Holders of the Notes and the Hedge Counterparties, including, for the avoidance of doubt, the exercise of any remedies available under the Basic Documents; and

(iv) sell the Collateral or any portion thereof or rights or interest therein, at one or more public or private sales called and conducted in any manner permitted by Law; provided, however, that the Indenture Trustee may not sell or otherwise liquidate the Collateral following an Event of Default, other than an Event of Default described in Section 5.1(a)(i) or (ii), unless (A) the Majority Noteholders consent thereto, (B) the proceeds of such sale or liquidation distributable to the Noteholders and the Hedge Counterparties are sufficient to discharge in full all amounts then due and unpaid upon such Notes for principal and interest and all amounts then due under the Hedge Agreements (including any termination payments and any other amounts owed thereunder) or (C) the Indenture Trustee determines that the Collateral will not continue to provide sufficient funds for the payment of principal of and interest on the Notes as they would have become due if the Notes had not been declared immediately due and payable, and the Indenture Trustee obtains the consent of one hundred percent (100%) of the Outstanding Notes. In determining such sufficiency or insufficiency with respect to clauses (B) and (C), the Indenture Trustee may, but need not, obtain and rely upon an opinion of an Independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the Collateral for such purpose.

(b) If the Indenture Trustee collects any money or property pursuant to this Article V, it shall deposit such money or property to the Collection Account as Collections to be applied pursuant to Article VIII hereof.

If the Indenture Trustee collects any money or property pursuant to this Article V, the Indenture Trustee may fix a record date and payment date for any payment to Noteholders pursuant to this Section 5.4. At least fifteen (15) days before such record date, the Issuer shall mail to each Noteholder and each Hedge Counterparty and the Indenture Trustee a notice that states the record date, the payment date and the amount to be paid.

The Indenture Trustee shall incur no liability as a result of any sale (whether public or private) of the Collateral or any part thereof pursuant to this Section 5.4 that is conducted in a commercially reasonably manner. Each of the Issuer and the Noteholders hereby waives any claim against the Indenture Trustee arising by reason of the fact that the price at which the Collateral may have been sold at such sale (whether public or private) was less than the price that might have been obtained otherwise, even if the Indenture Trustee accepts the first offer received and does not offer the Collateral to more than one offeree, so long as such sale is conducted in a commercially reasonable manner. Each of the Issuer and the Noteholders hereby agree that in respect of any sale of the Collateral pursuant to the terms hereof, the Indenture Trustee is authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of applicable Law, or in order to obtain any required approval of the sale or of the purchaser by any governmental authority or official, and the Issuer and the Noteholders further agree that such compliance shall not, in and of its self, result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall the Indenture Trustee be liable or accountable to the Issuer or any Noteholders for any discount allowed by reason of the fact that the Collateral or any part thereof is sold in compliance with any such limitation or restriction.

Section 5.5 Optional Preservation of the Assets. If the Notes have been declared to be immediately due and payable under Section 5.2 following an Event of Default and such declaration and its consequences have not been rescinded and annulled, the Indenture Trustee may, but need not, elect to maintain possession of the Collateral. In the event that the Indenture Trustee elects to maintain possession of the Collateral, the Indenture Trustee shall provide written notice of such election to each such Rating Agency. It is the desire of the parties hereto, the Noteholders and the Hedge Counterparties that there be at all times sufficient funds for the payment of principal of and interest on the Notes and payment of any amounts due under the Hedge Counterparties (including any termination payments and any other amounts owed thereunder), and the Indenture Trustee shall take such desire into account when determining whether or not to maintain possession of the Collateral. In determining whether to maintain possession of the Collateral, the Indenture Trustee may, but need not, obtain (at the expense of the Issuer) and rely upon an opinion of an Independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the Collateral for such purpose.

Section 5.6 Limitation of Suits. No Holder of any Note shall have any right to institute any Proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(i) such Holder has previously given written notice to the Indenture Trustee of a continuing Event of Default;

(ii) the Majority Noteholders have consented to or made written request to the Indenture Trustee to institute such Proceeding in respect of such Event of Default in its own name as Indenture Trustee hereunder;

(iii) such Holder or Holders have offered to the Indenture Trustee indemnity reasonably satisfactory to it against the costs, expenses and liabilities to be incurred in complying with such request;

(iv) the Indenture Trustee for sixty (60) days after its receipt of such notice, request and offer of indemnity has failed to institute such Proceedings; and

(v) no direction inconsistent with such written request has been given to the Indenture Trustee during such sixty (60) day period by the Majority Noteholders.

It is understood and intended that no one or more Holders of Notes shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Holders of Notes or any Hedge Counterparties, or to obtain or to seek to obtain priority or preference over any other Holders or any Hedge Counterparties, or to enforce any right under this Indenture, except in the manner herein provided.

Section 5.7 Unconditional Rights of Hedge Counterparties and Noteholders to Receive Principal, Interest, and Payments of Other Obligations. Notwithstanding any other provisions in this Indenture, (a) the Holder of any Note shall have the right, which is absolute and unconditional, to receive payment of the principal of and interest, if any, on such Note on or after the respective due dates thereof expressed in such Note or in this Indenture (or, in the case of redemption, on or after the Redemption Date), (b) each Hedge Counterparty shall have the right, which is absolute and unconditional, to receive payment of any obligations of the Issuer under the Hedge Agreements (including the termination amounts and any other amounts owed thereunder) on or after the respective due dates thereof expressed in the applicable Hedge Agreement or in this Indenture, and (c) each Noteholder and Hedge Counterparty shall have the right to institute suit for the enforcement of any such payment, and such right shall not be impaired without the consent of such Holder or the Hedge Counterparties.

Section 5.8 Restoration of Rights and Remedies. If the Indenture Trustee, any Noteholder or any Hedge Counterparty has instituted any Proceeding to enforce any right or remedy under this Indenture and such Proceeding has been discontinued or abandoned for any reason or has been determined adversely to the Indenture Trustee, to such Noteholder or to such Hedge Counterparty, then and in every such case the Issuer, the Indenture Trustee, the Noteholders and the Hedge Counterparties shall, subject to any determination in such Proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Indenture Trustee, the Noteholders and the Hedge Counterparties shall continue as though no such Proceeding had been instituted.

Section 5.9 Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Indenture Trustee, to the Noteholders or to the Hedge Counterparties is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by Law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at Law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 5.10 Delay or Omission Not a Waiver. No delay or omission of the Indenture Trustee, any Holder of any Note or any Hedge Counterparty to exercise any right or remedy accruing upon any Default or Event of Default shall impair any such right or remedy or constitute a waiver of any such Default or Event of Default or an acquiescence therein. Every right and remedy given by this Article V or by Law to the Indenture Trustee, to the Noteholders or to the Hedge Counterparties may be exercised from time to time, and as often as may be deemed expedient, by the Indenture Trustee, by the Noteholders or by the Hedge Counterparties, as the case may be.

Section 5.11 Control by Noteholders. The Majority Noteholders shall have the right to direct the time, method and place of conducting any Proceeding for any remedy available to the Indenture Trustee with respect to the Notes or exercising any trust or power conferred on the Indenture Trustee; provided, that:

(i) such direction shall not be in conflict with any rule of Law or with this Indenture;

(ii) such rights shall be subject to the express terms of Section 5.4(a)(iv);

(iii) if the conditions set forth in Section 5.5 have been satisfied and the Indenture Trustee elects to retain the Collateral pursuant to such Section, then any written direction to the Indenture Trustee by Holders of Notes representing less than one hundred percent (100%) of the Outstanding Amount of the Notes to sell or liquidate the Collateral shall be of no force and effect;

(iv) the Indenture Trustee may take any other action deemed proper by the Indenture Trustee that is not inconsistent with such direction; and

(v) the Majority Noteholders have offered to the Indenture Trustee indemnity satisfactory to it against the costs, expenses and liabilities to be incurred in complying with such direction.

Notwithstanding the rights of Noteholders set forth in this Section 5.11, subject to Section 6.1, the Indenture Trustee need not take any action that it determines might involve it in liability or might adversely affect the rights of any Noteholders not consenting to such action or the rights of any Hedge Counterparties.

Section 5.12 Waiver of Past Defaults. Prior to the declaration of the acceleration of the maturity of the Notes as provided in Section 5.2, the Majority Noteholders may waive any past Default or Event of Default and its consequences except a Default or Event of Default (a) in payment of principal of or interest on any of the Notes, (b) arising under any Hedge Agreement, (c) in respect of a covenant or provision hereof which cannot be modified or amended without the consent of the Holder of each Note, or (d) occurring as a result of an event specified in Section 5.1(a)(iv) or (v). In the case of any such waiver, the Issuer, the Indenture Trustee, the Holders of the Notes and the Hedge Counterparties shall be restored to their former positions and rights hereunder, respectively; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereto.

Upon any such waiver, such Default or Event of Default shall cease to exist and be deemed to have been cured and not to have occurred, and any Event of Default arising therefrom shall be deemed to have been cured and not to have occurred, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereto. The Indenture Trustee shall promptly give written notice of any such waiver to each Rating Agency.

Section 5.13 Undertaking for Costs. All parties to this Indenture agree, and each Holder of a Note by such Holder's acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Indenture Trustee for any action taken, suffered or omitted by it as Indenture Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees and reasonable expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section 5.13 shall not apply to (a) any suit instituted by the Indenture Trustee, (b) any suit instituted by any Noteholder, or group of Noteholders, in each case holding Notes evidencing in the aggregate more than 10% of the Outstanding Amount or (c) any suit instituted by any Noteholder for the enforcement of the payment of principal of or interest on any Note on or after the respective due dates expressed in such Note and in this Indenture (or, in the case of redemption, on or after the Redemption Date).

Section 5.14 Waiver of Stay or Extension Laws. The Issuer covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension Law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Issuer (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such Law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Indenture Trustee, but will suffer and permit the execution of every such power as though no such Law had been enacted.

Section 5.15 Action on Notes or Hedge Agreements. The Indenture Trustee's right to seek and recover judgment on the Notes or the Hedge Agreements or under this Indenture shall not be affected by the seeking, obtaining or application of any other relief under or with respect to this Indenture. Neither the lien of this Indenture nor any rights or remedies of the Indenture Trustee, the Noteholders or the Hedge Counterparties shall be impaired by the recovery of any judgment by the Indenture Trustee against the Issuer or by the levy of any execution under such judgment upon any portion of the Collateral or upon any of the assets of the Issuer. Any money or property collected by the Indenture Trustee shall be applied in accordance with Section 5.4(b).

Section 5.16 Performance and Enforcement of Certain Obligations.

(a) The Issuer shall take all such lawful action as the Indenture Trustee, at the direction of the Majority Noteholders, shall request to compel or secure the performance and observance by the Manager of its obligations to the Issuer under or in connection with the Management Services Agreement or by Diversified of its obligations under or in connection with the Separation Agreement, and to exercise any and all rights, remedies, powers and privileges lawfully available to the Issuer under or in connection with the Management Services Agreement and the Separation Agreement to the extent and in the manner directed by the Indenture Trustee, at the direction of the Majority Noteholders, including the transmission of notices of default under the Management Services Agreement on the part of the Manager thereunder, claims for indemnification by the Issuer against Diversified under the Separation Agreement and the institution of legal or administrative actions or proceedings to compel or secure performance by the Manager of its obligations under the Management Services Agreement and by Diversified of its obligations under the Separation Agreement.

(b) If an Event of Default has occurred and is continuing, the Indenture Trustee may, and at the direction (which direction shall be in writing) of the Majority Noteholders, shall, (subject to the terms hereof) exercise all rights, remedies, powers, privileges and claims of the Issuer against the Manager under or in connection with the Management Services Agreement, or against Diversified under or in connection with the Separation Agreement, including the right or power to take any action to compel or secure performance or observance by the Manager, of its obligations to the Issuer under the Management Services Agreement or by Diversified, of its obligations to the Issuer under the Separation Agreement, and to give any consent, request, notice, direction, approval, extension or waiver under the Management Services Agreement or the Separation Agreement, as the case may be, and any right of the Issuer to take such action shall be suspended.

ARTICLE VI

THE INDENTURE TRUSTEE

Section 6.1 Duties of Indenture Trustee.

(a) If an Event of Default has occurred and is continuing, the Indenture Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except as directed in writing by the Majority Noteholders, any other percentage of Noteholders required hereby:

(i) the Indenture Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and the other Basic Documents to which it is a party and no implied covenants or obligations shall be read into this Indenture or such other Basic Documents against the Indenture Trustee; and

(ii) in the absence of gross negligence or willful misconduct on its part, the Indenture Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Indenture Trustee and conforming to the requirements of this Indenture; however, in the case of certificates or opinions specifically required by any provision of this Indenture to be furnished to it, the Indenture Trustee shall examine the certificates and opinions to determine whether or not they conform on their face to the requirements of this Indenture (but need not confirm or investigate the accuracy of any mathematical calculations or other facts stated therein).

(c) The Indenture Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of paragraph (b) of this Section 6.1;

(ii) the Indenture Trustee shall not be liable for any error of judgment made in good faith by the Indenture Trustee unless it is proved that the Indenture Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Indenture Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 5.11.

(d) Every provision of this Indenture that in any way relates to the Indenture Trustee is subject to this Section 6.1 and Section 6.2.

(e) The Indenture Trustee shall not be liable for interest on any money received by it except as the Indenture Trustee may agree in writing with the Issuer.

(f) Money held on behalf of the Noteholders by the Indenture Trustee need not be segregated from other funds except to the extent required by Law or the terms of this Indenture or the Management Services Agreement.

(g) No provision of this Indenture shall require the Indenture Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds to believe that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it, and none of the provisions contained in this Indenture shall in any event require the Indenture Trustee to perform, or be responsible for the performance of, any of the obligations of the Manager or the Back-up Manager under this Indenture or the Basic Documents.

(h) The Indenture Trustee shall have no duty (i) to see to any recording, filing, or depositing of this Indenture or any agreement referred to herein or any financing statement or continuation statement evidencing a security interest, or to see to the maintenance of any such recording or filing or depositing or to any re-recording, refiling or redepositing of any thereof or otherwise to monitor the perfection, continuation of perfection or the sufficiency or validity of any security interest related to the Collateral, (ii) to see to any insurance or (iii) subject to the other provisions of this Indenture and the Basic Documents, to see to the payment or discharge of any tax, assessment, or other governmental charge or any lien or encumbrance of any kind owing with respect to, assessed or levied against, any part of the Collateral.

(i) The Indenture Trustee shall not be charged with knowledge of any Default, Event of Default, Material Manager Default or breach of representation or warranty unless either (1) a Responsible Officer of the Indenture Trustee shall have actual knowledge of such Default, Event of Default or breach of representation or warranty or (2) written notice of such Default, Event of Default or breach of representation or warranty shall have been given to a Responsible Officer of the Indenture Trustee in accordance with the provisions of this Indenture. For the avoidance of doubt, receipt by the Indenture Trustee of a Payment Date Report shall not constitute actual knowledge of any breach of representation or warranty.

Section 6.2 Rights of Indenture Trustee.

(a) The Indenture Trustee may conclusively rely on any document believed by it to be genuine and to have been signed or presented by the proper person.

(b) Before the Indenture Trustee acts or refrains from acting, it may require an Officer's Certificate of the Issuer or an Opinion of Counsel. The Indenture Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on an Officer's Certificate or Opinion of Counsel.

(c) The Indenture Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys or a custodian or nominee, and the Indenture Trustee shall not be responsible for any misconduct or negligence on the part of, or for the supervision of, any such agent, attorney, custodian or nominee appointed absent gross negligence or willful misconduct.

(d) The Indenture Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers; provided, that the Indenture Trustee's conduct does not constitute gross negligence or willful misconduct.

(e) The Indenture Trustee may consult with counsel, accountants and other experts of its own selection (which may include counsel to the Issuer, the Noteholders and/or the Hedge Counterparties), and the advice or opinion of such counsel, accountants and other experts with respect to legal or other matters relating to this Indenture and the Notes shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel, accountants and other experts.

(f) The Indenture Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture or to institute, conduct or defend any litigation hereunder or in relation hereto or to honor the request or direction of any of the Noteholders pursuant to this Indenture, unless such Noteholders shall have offered to the Indenture Trustee security or indemnity satisfactory to it against the reasonable costs, expenses, disbursements, advances and liabilities which might be incurred by it, its agents and its counsel in compliance with such request or direction.

(g) The Indenture Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document (including electronic communications), unless requested in writing to do so by the Holders of Notes representing at least 25% of the Notes; provided, that if the payment within a reasonable time to the Indenture Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Indenture Trustee, not reasonably assured to the Indenture Trustee by the security afforded to it by the terms of this Indenture, the Indenture Trustee may require indemnity satisfactory to the Indenture Trustee in its reasonable discretion against such cost, expense or liability as a condition to taking any such action. In no event shall the Indenture Trustee have any responsibility to monitor Diversified's compliance with or be charged with knowledge of the Credit Risk Retention Rules, nor shall it be liable to any Noteholder or any party whatsoever for violation of such rules or requirements or such similar provisions now or hereafter in effect.

(h) The right of the Indenture Trustee to perform any discretionary act enumerated in this Indenture or any other Basic Document to which it is a party shall not be construed as a duty or obligation, and the Indenture Trustee shall not be answerable under this Indenture or any other Basic Document to which it is a party for anything other than its gross negligence or willful misconduct in the performance of such act.

(i) The rights, privileges, protections, immunities and benefits given to the Indenture Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Indenture Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder. In connection with its actions under any other Basic Document to which it is a party, the Indenture Trustee shall also be afforded all of the rights, privileges, protections, immunities and benefits given to it herein, including, without limitation, its right to be indemnified, as if set forth in full therein, *mutatis mutandis*.

(j) In no event shall the Indenture Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer systems and services; it being understood that the Indenture Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

(k) In no event shall the Indenture Trustee be liable (i) for special, consequential, indirect or punitive damages (including lost profits), (ii) for the acts or omissions of its nominees, correspondents, clearing agencies or securities depositories and (iii) for the acts or omissions of brokers or dealers even if the Indenture Trustee has been advised of the likelihood of such loss or damage and regardless of the form or action.

(l) In no event shall the Indenture Trustee be liable for the failure to perform its duties hereunder if such failure is a direct or proximate result of another party's failure to perform its obligations hereunder.

(m) As to any fact or matter the manner of ascertainment of which is not specifically described herein, the Indenture Trustee shall be entitled to receive and may for all purposes hereof conclusively rely on a certificate, signed by an officer of any duly authorized Person, as to such fact or matter, and such certificate shall constitute full protection to the Indenture Trustee for any action taken or omitted to be taken by it in good faith reliance thereon.

(n) Any Opinion of Counsel requested by the Indenture Trustee shall be an expense of the party requesting the Indenture Trustee to act or refrain from acting or otherwise may be an expense of the Issuer.

(o) The Indenture Trustee or its Affiliates are permitted to receive additional compensation that could be deemed to be in the Indenture Trustee's economic self-interest for (i) serving as investment adviser, administrator, shareholder servicing agent, custodian or sub- custodian, (ii) using Affiliates to effect transactions in certain investments (if directed) and (iii) effecting transactions in certain investments (if directed). Such compensation shall not be considered an amount that is reimbursable or payable to the Indenture Trustee as part of the compensation hereunder.

(p) Neither the Indenture Trustee nor the Issuer shall be responsible for the acts or omissions of the other, it being understood that this Indenture shall not be construed to render them partners, joint venturers or agents (unless expressly set forth herein) of one another.

(q) The Indenture Trustee shall not have any obligation or liability to take any action or to refrain from taking any action hereunder that requires written direction in the absence of such written direction as provided hereunder.

(r) The Indenture Trustee shall not be required to give any bond or surety with respect to the execution of the trust created hereby or the powers granted hereunder.

(s) The Indenture Trustee may, from time to time, request that the Issuer deliver a certificate (upon which the Indenture Trustee may conclusively rely) setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture or any other Basic Document together with a specimen signature of such authorized officers; provided, however, that from time to time, the Issuer may, by delivering to the Indenture Trustee a revised certificate, change the information previously provided by it pursuant to this Section 6.02(s), but the Indenture Trustee shall be entitled to conclusively rely on the then current certificate until receipt of a superseding certificate.

(t) Except for notices, reports and other documents expressly required to be furnished to the Holders or the Hedge Counterparties by the Indenture Trustee hereunder, the Indenture Trustee shall not have any duty or responsibility to provide any Holder with any information concerning the transaction contemplated hereby, the Issuer, the servicer or any other parties to any other Basic Document which may come into the possession of the Indenture Trustee or any of its officers, directors, employees, representatives or attorneys in fact.

If at any time the Indenture Trustee is served with any arbitral, judicial or administrative order, judgment, award, decree, writ or other form of arbitral, judicial or administrative process which in any way affects this Indenture, the Notes, the Collateral or any part thereof or funds held by it (including, but not limited to, orders of attachment or garnishment or other forms of levies or injunctions), it shall be authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate; and if the Indenture Trustee complies with any such arbitral, judicial or administrative order, judgment, award, decree, writ or other form of arbitral, judicial or administrative process, the Indenture Trustee shall not be liable to any of the parties hereto or to any other person or entity even though such order, judgment, award, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect

Section 6.3 Individual Rights of Indenture Trustee. The Indenture Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer or its Affiliates with the same rights it would have if it were not Indenture Trustee. Any Paying Agent, Note Registrar, co-registrar or co-paying agent may do the same with like rights. However, the Indenture Trustee must comply with Sections 6.11 and 6.12.

Section 6.4 Indenture Trustee's Disclaimer. The Indenture Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Issuer's use of the proceeds from the Notes, and it shall not be responsible for any statement of the Issuer in the Indenture or in any document issued in connection with the sale of the Notes or in the Notes other than the Indenture Trustee's certificate of authentication.

Section 6.5 Notice of Material Manager Defaults or Events of Default. Unless provided by Issuer (or the Manager on its behalf) on an earlier date, if a Material Manager Default, Default or Event of Default occurs and is continuing and if it is known to the Indenture Trustee pursuant to Section 6.1(i), the Indenture Trustee shall mail to each Noteholder, each Hedge Counterparty and each Rating Agency notice of the Material Manager Default, Default or Event of Default within five (5) days after receipt of such knowledge.

Section 6.6 Reports by Indenture Trustee. The Indenture Trustee shall make available within a reasonable period of time after the end of each calendar year to each Noteholder and each Hedge Counterparty such information furnished to the Indenture Trustee as may be required to enable such Holder or such Hedge Counterparty to prepare its federal and state income tax returns. On or before each Payment Date, the Indenture Trustee will post a copy of the statement or statements provided to the Indenture Trustee pursuant to Sections 7.1 and 8.8 hereof with respect to the applicable Payment Date on its internet website promptly following its receipt thereof, for the benefit of the Noteholders and the Hedge Counterparties and the Rating Agencies, and upon written request provide a copy thereof to the Hedge Counterparties and the Rating Agencies. The Indenture Trustee's internet website shall initially be located at "*www.debtx.com.*" The Indenture Trustee may change the way the statements and information are posted or distributed in order to make such distribution more convenient and/or accessible for the Noteholders, the Hedge Counterparties and the Rating Agencies, and the Indenture Trustee shall provide on the website timely and adequate notification to all parties regarding any such change.

Section 6.7 Compensation and Indemnity. The Issuer shall pay to the Indenture Trustee from time to time reasonable compensation for its services as agreed between the Issuer and the Indenture Trustee in writing from time to time. The Indenture Trustee's compensation shall not be limited by any Law on compensation of a trustee of an express trust. The Issuer shall reimburse the Indenture Trustee for all reasonable and documented out-of-pocket expenses incurred or made by it, including costs of collection, in addition to the compensation for its services. Such expenses shall include the reasonable and documented compensation and expenses, disbursements and advances of the Indenture Trustee's agents, counsel, accountants and experts; provided, that, reimbursement for expenses and disbursements of any legal counsel to the Indenture Trustee may be subject to any limitations separately agreed upon in writing before the date hereof between the Issuer and the Indenture Trustee. The Issuer shall indemnify the Indenture Trustee for, and hold it and its officers, directors, employees, representatives and agents harmless against any and all loss, liability, claim, damage or expense, including reasonable and documented legal and consulting fees and expenses and including, without limitation, any legal fees, costs and expenses incurred in connection with any enforcement (including any action, claim or suit brought by the Indenture Trustee of any indemnification or other obligation of the Issuer or the Manager), incurred by it in connection with the administration of this Indenture and the performance of its duties hereunder, including with respect to any Environmental Liabilities, compliance with Environmental Laws and the generation, use, presence or release of Hydrocarbons or Hazardous Materials. The Indenture Trustee shall notify the Issuer and the Manager promptly of any claim of which the Indenture Trustee has received written notice for which it may seek indemnity. Failure by the Indenture Trustee to so notify the Issuer and the Manager shall not relieve the Issuer or the Manager of its obligations hereunder. The Issuer may defend any such claim, and the Indenture Trustee may have separate counsel in connection with the defense of any such claim and the Issuer shall pay the fees and expenses of such counsel. The Issuer need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Indenture Trustee through the Indenture Trustee's own gross negligence or willful misconduct.

The Issuer's payment obligations to the Indenture Trustee pursuant to this Section shall survive the resignation or removal of the Indenture Trustee and the discharge of this Indenture. When the Indenture Trustee incurs fees or expenses after the occurrence of a Default specified in Section 5.1(a)(iv) or 5.1(a)(v) with respect to the Issuer, the expenses are intended to constitute expenses of administration under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or similar Law.

Section 6.8 Replacement of Indenture Trustee. No resignation or removal of the Indenture Trustee and no appointment of a successor Indenture Trustee shall become effective until the acceptance of appointment by the successor Indenture Trustee pursuant to this Section 6.8. The Indenture Trustee may resign at any time with thirty (30) days' prior written notice by so notifying the Issuer (with a copy to each Noteholder, each Hedge Counterparty and each Rating Agency). The Majority Noteholders may remove the Indenture Trustee with thirty (30) days' prior written notice by so notifying the Indenture Trustee, Diversified and the Hedge Counterparties and may appoint a successor Indenture Trustee. The Issuer shall remove the Indenture Trustee if:

(i) the Indenture Trustee fails to comply with Section 6.11;

(ii) the Indenture Trustee is adjudged bankrupt or insolvent;

(iii) a receiver or other public officer takes charge of the Indenture Trustee or its property; or

(iv) the Indenture Trustee otherwise becomes incapable of acting.

If the Indenture Trustee resigns or is removed or if a vacancy exists in the office of Indenture Trustee for any reason (the Indenture Trustee in such event being referred to herein as the retiring Indenture Trustee), the Issuer shall promptly appoint a successor Indenture Trustee, acceptable to the Majority Noteholders and the Hedge Counterparties, and shall notify Diversified and each Rating Agency of such appointment.

A successor Indenture Trustee shall deliver a written acceptance of its appointment to the retiring Indenture Trustee, the Issuer, each Noteholder, and each Hedge Counterparty. Thereupon the resignation or removal of the retiring Indenture Trustee shall become effective, and the successor Indenture Trustee shall have all the rights, powers and duties of the Indenture Trustee under this Indenture. The successor Indenture Trustee shall mail a notice of its succession to Noteholders and the Hedge Counterparties. The retiring Indenture Trustee shall promptly transfer all property held by it as Indenture Trustee to the successor Indenture Trustee.

If a successor Indenture Trustee does not take office within thirty (30) days after the retiring Indenture Trustee resigns or is removed, the retiring Indenture Trustee, the Issuer or the Majority Noteholders may, at the expense of the Issuer, petition any court of competent jurisdiction for the appointment of a successor Indenture Trustee.

If the Indenture Trustee fails to comply with Section 6.11, any Noteholder or any Hedge Counterparty may petition any court of competent jurisdiction for the removal of the Indenture Trustee and the appointment of a successor Indenture Trustee.

Notwithstanding the replacement of the Indenture Trustee pursuant to this Section 6.8, the Issuer's obligations under Section 6.7 shall continue for the benefit of the retiring Indenture Trustee.

Section 6.9 Successor Indenture Trustee by Merger. If the Indenture Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee corporation or banking association without any further act shall be the successor Indenture Trustee; provided, that such corporation or banking association shall be otherwise qualified and eligible under Section 6.11. The Indenture Trustee shall provide Diversified and each Rating Agency with prior written notice of any such transaction.

Section 6.10 Appointment of Co-Indenture Trustee or Separate Indenture Trustee.

(a) Notwithstanding any other provisions of this Indenture, at any time, for the purpose of meeting any legal requirement of any jurisdiction in which any part of the Collateral may at the time be located, the Indenture Trustee shall have the power and may execute and deliver all instruments to appoint one or more Persons to act as a co-trustee or co-trustees, or separate trustee or separate trustees, of all or any part of the Issuer, and to vest in such Person or Persons, in such capacity and for the benefit of the Noteholders and each Hedge Counterparty, such title to the Collateral, or any part hereof, and, subject to the other provisions of this Section 6.10, such powers, duties, obligations, rights and trusts as the Indenture Trustee may consider necessary or desirable. No co-trustee or separate trustee hereunder shall be required to meet the terms of eligibility as a successor trustee under Section 6.11 and no notice to Noteholders of the appointment of any co-trustee or separate trustee shall be required under Section 6.8 hereof.

(b) Every separate trustee and co-trustee shall, to the extent permitted by Law, be appointed and act subject to the following provisions and conditions:

(i) all rights, powers, duties and obligations conferred or imposed upon the Indenture Trustee shall be conferred or imposed upon and exercised or performed by the Indenture Trustee and such separate trustee or co-trustee jointly (it being understood that such separate trustee or co-trustee is not authorized to act separately without the Indenture Trustee joining in such act), except to the extent that under any Law of any jurisdiction in which any particular act or acts are to be performed the Indenture Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the Collateral or any portion thereof in any such jurisdiction) shall be exercised and performed singly by such separate trustee or co- trustee, but solely at the direction of the Indenture Trustee;

(ii) no trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder; and

(iii) the Indenture Trustee may at any time accept the resignation of or remove any separate trustee or co-trustee.

(c) Any notice, request or other writing given to the Indenture Trustee shall be deemed to have been given to each of the then separate trustees and co-trustees, as effectively as if given to each of them. Every instrument appointing any separate trustee or co-trustee shall refer to this Indenture and the conditions of this Article VI. Each separate trustee and co-trustee, upon its acceptance of the trusts conferred, shall be vested with the estates or property specified in its instrument of appointment, either jointly with the Indenture Trustee or separately, as may be provided therein, subject to all the provisions of this Indenture, specifically including every provision of this Indenture relating to the conduct of, affecting the liability of, or affording protection to, the Indenture Trustee. Every such instrument shall be filed with the Indenture Trustee.

(d) Any separate trustee or co-trustee may at any time constitute the Indenture Trustee, its agent or attorney-in-fact with full power and authority, to the extent not prohibited by Law, to do any lawful act under or in respect of this Indenture on its behalf and in its name. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of its estates, properties, rights, remedies and trusts shall vest in and be exercised by the Indenture Trustee, to the extent permitted by Law, without the appointment of a new or successor trustee.

Section 6.11 Eligibility; Disqualification. The Indenture Trustee shall have a combined capital and surplus of at least $50,000,000 as set forth in its most recent published annual report of condition, and the time deposits of the Indenture Trustee shall be rated at least BBB (or equivalent) by Fitch and one other NRSRO, to the extent that Fitch rates the Notes, and otherwise, two NRSROs.

Section 6.12 Representations and Warranties of the Indenture Trustee. The Indenture Trustee hereby makes the following representations and warranties on which the Issuer, Noteholders and the Hedge Counterparties shall rely:

(a) the Indenture Trustee is a national banking association duly organized and validly existing under the Laws of the jurisdiction of its formation;

(b) the Indenture Trustee has full power, authority and legal right to execute, deliver, and perform this Indenture and shall have taken all necessary action to authorize the execution, delivery and performance by it of this Indenture;

(c) the execution, delivery and performance by the Indenture Trustee of this Indenture (i) shall not violate any provision of any Law or regulation governing the banking and trust powers of the Indenture Trustee or any order, writ, judgment or decree of any court, arbitrator, or governmental authority applicable to the Indenture Trustee or any of its assets, (ii) shall not violate any provision of the corporate charter or bylaws of the Indenture Trustee and (iii) shall not violate any provision of, or constitute, with or without notice or lapse of time, a default under, or result in the creation or imposition of any lien on any properties included in the Collateral pursuant to the provisions of any mortgage, indenture, contract, agreement or other undertaking to which it is a party, which violation, default or lien could reasonably be expected to have a materially adverse effect on the Indenture Trustee's performance or ability to perform its duties under this Indenture or on the transactions contemplated in this Indenture;

(d) no consent, license, approval or authorization of, or filing or registration with, any governmental authority, bureau or agency is required to be obtained that has not been obtained by the Indenture Trustee in connection with the execution, delivery or performance by the Indenture Trustee of the Basic Documents; and

(e) this Indenture has been duly executed and delivered by the Indenture Trustee and constitutes the legal, valid and binding agreement of the Indenture Trustee, enforceable in accordance with its terms.

ARTICLE VII

INFORMATION REGARDING THE ISSUER

Section 7.1 Financial and Business Information.

(a) Annual Statements — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, within one hundred and twenty (120) days after the end of each fiscal year of the Issuer, commencing with the fiscal year ended December 31, 2019, duplicate copies of the audited consolidated financial statements of Diversified and its consolidated subsidiaries by an independent public accountant; provided, that upon receipt of such audited consolidated financial statements, the Indenture Trustee shall promptly make them available to Noteholders, the Hedge Counterparties, and the Rating Agencies on the Indenture Trustee's internet website.

(b) Quarterly Statements — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, within sixty (60) days after the end of each quarterly fiscal period in each fiscal year of the Issuer, commencing with the fiscal quarter of the Issuer ended March 31, 2020, duplicate copies of the following reports; provided, that upon receipt of such reports, the Indenture Trustee shall promptly make them available to Noteholders, the Hedge Counterparties, and the Rating Agencies on the Indenture Trustee's internet website:

(i) an unaudited consolidated balance sheet of Diversified and its consolidated subsidiaries as at the end of such quarter, and

(ii) unaudited consolidated statements of income, changes in shareholders' equity and cash flows of Diversified and its consolidated subsidiaries, for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter, in each case setting forth, starting with the fiscal quarter ended March 31, 2020, in comparative form the figures for the corresponding periods in the previous fiscal year, all in reasonable detail, prepared in accordance with IFRS applicable to quarterly financial statements generally, and certified by a Senior Financial Officer of Diversified as fairly presenting, in all material respects, the financial position of the companies being reported on and their results of operations and cash flows, subject to changes resulting from year- end adjustments.

(c) Notice of Material Events — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, each Noteholder, and each Hedge Counterparty promptly, and in any event within three (3) Business Days after a Responsible Officer of the Issuer, the Manager or Diversified becomes aware of the existence of (i) any Rapid Amortization Event, (ii) Material Manager Default, (iii) Default, (iv) Event of Default, (v) any default under any Basic Document, (vi) any event that can be reasonably expected to cause a Material Adverse Effect or (vii) information that any Person has given any notice or taken any action with respect to a claimed default hereunder, an Officer's Certificate (with a copy to each Rating Agency) specifying the nature and period of existence and what action the Issuer is taking or proposes to take with respect thereto. The Issuer shall, at the Issuer's expense (in accordance with Section 8.6), promptly provide the Indenture Trustee, each Noteholder, each Hedge Counterparty, the Manager (or Back-up Manager) and the Rating Agencies with such additional information as any such party may reasonably request from time to time in connection with the matters so reported, and the actions so taken or contemplated to be taken.

(d) Notices from Governmental Body — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, each Noteholder, and each Hedge Counterparty promptly, and in any event within ten (10) days of receipt thereof, copies of any material notice to the Issuer from any Governmental Body (with a copy to each Rating Agency) relating to any order, ruling, statute or other Law or regulation.

(e) Notices under Material Agreement — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, each Noteholder, and each Hedge Counterparty promptly, and in any event within fifteen (15) days after delivery or receipt by the Issuer, copies of all notices of termination, Default or Event of Default, suspension of performance or any force majeure event given or received pursuant to or in respect of any material agreement to which it is a party or any other material notices or documents given or received pursuant to or in respect of any material agreement to which it is a party (with a copy to each Rating Agency).

(f) Payment Date Compliance Certificates — On or before the third (3rd) Business Day prior to each Payment Date, the Issuer shall deliver to the Indenture Trustee, each Noteholder, each Hedge Counterparty, and each Rating Agency, an Officer's Certificate to the effect that, except as provided in a notice delivered pursuant to Section 7.1(c), no potential Rapid Amortization Event or Rapid Amortization Event, no potential Material Manager Default or Material Manager Default, no Default or Event of Default has occurred and is continuing (each, a "Payment Date Compliance Certificate").

(g) Ratings — Beginning with the year ended December 31, 2020, the Issuer shall annually obtain a ratings letter from at least one Rating Agency specified in clause (i) of the definition of "Rating Agency" assigning a credit rating to the Notes and promptly deliver such ratings letter to the Indenture Trustee upon receipt; provided, that upon receipt of such ratings letter from the Issuer, the Indenture Trustee shall promptly make such ratings letter available to Noteholders, the Hedge Counterparties, and the Rating Agencies on the Indenture Trustee's internet website.

Section 7.2 Visitation.

(a) If no Default or Event of Default then exists, the Issuer shall permit the representatives of each Noteholder that is an Institutional Investor to visit and inspect the offices or properties of the Issuer, to examine all its books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss its affairs, finances and accounts with the Issuer's officers, employees and independent certified public accountants, at such time as may be reasonably requested in writing; provided, however, that in no event shall the Issuer be required to permit the representatives of a Noteholder to visit more than one (1) time in any twelve-month period. Any visits contemplated by this Section 7.2(a) shall be at the sole expense of the requesting party.

(b) If a Default or Event of Default exists, the Issuer shall permit the representatives of each holder of a Note that is an Institutional Investor, at the expense of the Issuer, upon reasonable prior notice, to visit and inspect the offices or properties of the Issuer, to examine all its books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss its affairs, finances and accounts with the Issuer's officers, employees and independent certified public accountants, all at such times as may be reasonably requested and as often as may be requested. Any visits contemplated by this Section 7.2(b) shall be at the sole expense of the Issuer and not limited in number.

ARTICLE VIII

ACCOUNTS, DISBURSEMENTS AND RELEASES

Section 8.1 Deposit of Collections. The Issuer, or the Manager on its behalf, shall direct that all payments with respect to the Assets and all payments received under the Hedge Agreements (whether directly from a Hedge Counterparty or from Diversified Energy Marketing LLC) be made to the Collection Account; provided that amounts posted by a Hedge Counterparty as collateral to the Issuer under an applicable Hedge Agreement shall not be deposited in the Collection Account and shall not constitute Available Funds. The Issuer, and in the event any Collections are received by any Affiliate of the Issuer (other than the Operator, solely in its capacity as such), if applicable, shall remit or cause such Affiliate to remit to the Collection Account within two (2) Business Days of receipt and identification thereof (including receipt of proper instructions regarding where to allocate such payment) all Collections received with respect to the Assets. The Operator, solely in its capacity as such, shall remit to the Collection Account within sixty (60) days of receipt and initial identification thereof (including receipt of proper instructions regarding where to allocate such payment) all Collections received with respect to the Assets (subject in any case to the expense and reimbursement provisions of the Joint Operating Agreement); provided, that, to the extent that the Operator definitively identifies Collections attributable to the Issuer pursuant to the Joint Operating Agreement subsequent to the application of funds from such Collection pursuant to the expense and reimbursement provisions thereof, the Operator shall remit such funds to the Collection Account within two (2) Business Days of definitive identification thereof (including receipt of proper instructions regarding where to allocate such payment). Notwithstanding anything contained herein to the contrary, the Indenture Trustee shall be authorized to accept instructions from the Manager (which shall be in writing) on behalf of the Issuer on a daily basis regarding withdrawals or order transfers of funds from the Collection Account, to the extent such funds have been mistakenly deposited into the Collection Account (including without limitation funds representing amounts due and payable on wells not part of the Assets). In the case of any withdrawal or transfer pursuant to the foregoing sentence, the Manager, on behalf of the Issuer, shall provide the Noteholders, the Hedge Counterparties and the Indenture Trustee with notice of such withdrawal or transfer, together with reasonable supporting details regarding such withdrawal or transfer and the mistaken deposit related thereto, on such date of withdrawal to be delivered by the Manager, on behalf of the Issuer (or in such earlier written notice as may be required by the Indenture Trustee from the Manager, on behalf of the Issuer, from time to time). Notwithstanding anything therein to the contrary, the Indenture Trustee shall be entitled to make withdrawals or order transfers of funds from the Collection Account, in the amount of all reasonable and appropriate out-of-pocket costs and expenses incurred by the Indenture Trustee in connection with any misdirected funds described in the second foregoing sentence.

Section 8.2 Establishment of Accounts.

(a) The Issuer, for the benefit of the Noteholders and each Hedge Counterparty, shall cause to be established and maintained with the Securities Intermediary a non-interest bearing trust account on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Collection Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders and each Hedge Counterparty. The Issuer, for the benefit of the Noteholders and each Hedge Counterparty, shall deposit, or cause its Affiliate to deposit, any and all funds received pursuant to any Hedge Agreement into the Collection Account, subject only to the terms of the Joint Operating Agreement; provided, however, any such amounts received as "Posted Collateral" pursuant to the terms of a Hedge Agreement shall be deposited into the Hedge Collateral Account.

(b) The Issuer, for the benefit of the Noteholders and each Hedge Counterparty, shall cause to be established and maintained with the Securities Intermediary a non-interest bearing trust account on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Asset Disposition Proceeds Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders and each Hedge Counterparty.

(c) The Issuer, for the benefit of the Noteholders and the Hedge Counterparties, shall cause to be established and maintained with the Securities Intermediary a non-interest bearing trust account on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Liquidity Reserve Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders and each Hedge Counterparty.

(d) The Issuer, for the benefit of the Noteholders and the Hedge Counterparties, may from to time to time by written direction to the Indenture Trustee cause to be established and maintained with the Securities Intermediary one or more accounts or sub-accounts on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Hedge Collateral Accounts"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders and the Hedge Counterparties. Amounts posted as collateral to the Issuer under an applicable Hedge Agreement shall be deposited in such accounts and held therein in accordance with the terms of the applicable Hedge Agreement. The Manager shall have the power to instruct the Indenture Trustee in writing to establish the Hedge Collateral Accounts and to make withdrawals and returns from the Hedge Collateral Accounts for the purpose of permitting the Issuer to carry out its respective duties under the applicable Hedge Agreement. Notwithstanding anything contained herein to the contrary, the parties hereby acknowledge and agree that any Hedge Counterparty's right to the return of any excess collateral posted under the Hedge Agreement, as determined in accordance with the terms of the relevant Hedge Agreement, and held in the Hedge Collateral Account, shall be senior in all respects to any rights or interests of the Indenture Trustee in such Hedge Collateral Account for the benefit of the Noteholders and the Hedge Counterparties.

(e) Funds on deposit in each of (i) the Collection Account, (ii) the Asset Disposition Proceeds Account and (iii) Liquidity Reserve Account (together, the "Issuer Accounts") shall be invested by the Indenture Trustee in Permitted Investments selected by the Manager. In absence of written direction from the Manager, such funds shall remain uninvested. All such Permitted Investments shall be held by the Indenture Trustee for the benefit of the Noteholders and the Hedge Counterparties; provided, that on each Payment Determination Date all interest and other Investment Earnings on funds on deposit in the Issuer Accounts shall be deposited into the Collection Account and shall be deemed to constitute a portion of Available Funds for the related Payment Date. Other than as permitted by the Majority Noteholders (with prompt notice to the Hedge Counterparties), funds on deposit in the Issuer Accounts shall be invested in Permitted Investments that will mature (A) not later than the Business Day immediately preceding the next Payment Date or (B) on or before 10:00 a.m. on such next Payment Date if such investment is held in the corporate trust department of the institution with which the Issuer Accounts are then maintained and is invested either (i) in a time deposit of the Indenture Trustee with a credit rating in one of the generic rating categories that signifies investment grade of at least one of the Rating Agencies (such account being maintained within the corporate trust department of the Indenture Trustee), or (ii) in the Indenture Trustee's common trust fund so long as such fund has a credit rating in one of the generic rating categories that signifies investment grade of at least one of the Rating Agencies; provided, further, that Permitted Investments shall be available for redemption and use by the Indenture Trustee on the relevant Payment Date. In no event shall the Indenture Trustee be held liable for investment losses in Permitted Investments pursuant to this Section 8.2(e), except in its capacity as obligor thereunder.

(f) The Indenture Trustee shall possess all right, title and interest in all funds on deposit from time to time in the Issuer Accounts and Hedge Collateral Accounts and in all proceeds thereof (including all income thereon) and all such funds, investments, proceeds and income shall be part of the Collateral. The Issuer Accounts shall be under the sole dominion and control of the Indenture Trustee for the benefit of the Noteholders and the Hedge Counterparties. If, at any time, any of the Issuer Accounts and/or Hedge Collateral Accounts cease to be an Eligible Account, the Indenture Trustee shall within ten (10) Business Days (or such longer period, not to exceed thirty (30) calendar days with the prior written consent the Majority Noteholders) establish a new Issuer Account and/or Hedge Collateral Accounts, as applicable, as an Eligible Account and shall transfer any cash and/or any investments to such new Issuer Account and/or Hedge Collateral Accounts, as applicable. The Indenture Trustee, Paying Agent or the other Person holding the Issuer Accounts and Hedge Collateral Accounts as provided in this Section 8.2(f) shall be the "Securities Intermediary." On the date hereof, the Securities Intermediary is the Indenture Trustee. If the Securities Intermediary shall be a Person other than the Indenture Trustee, the Manager shall obtain the express agreement of such Person to the obligations of the Securities Intermediary set forth in this Section 8.2.

(i) The Securities Intermediary agrees, by its acceptance hereof, that:

(A) The Issuer Accounts and Hedge Collateral Accounts are securities accounts and are accounts to which Financial Assets will be credited.

(B) All securities or other property underlying any Financial Assets credited to the Issuer Accounts and Hedge Collateral Accounts shall be registered in the name of the Securities Intermediary, indorsed to the Securities Intermediary or in blank or credited to another securities account maintained in the name of the Securities Intermediary and in no case will any Financial Asset credited to any of the Issuer Accounts or Hedge Collateral Accounts be registered in the name of the Issuer or the Manager, payable to the order of the Issuer or the Manager or specially indorsed to the Manager or Diversified except to the extent the foregoing have been specially indorsed to the Securities Intermediary or in blank.

(C) All property delivered to the Securities Intermediary pursuant to this Indenture will be promptly credited to the appropriate Issuer Account or Hedge Collateral Accounts, as applicable.

(D) Each item of property (whether investment property, Financial Asset, security, instrument or cash) credited to an Issuer Account or Hedge Collateral Accounts, as applicable, shall be treated as a "financial asset" within the meaning of Section 8-102(a)(9) of the New York UCC.

(E) If at any time the Securities Intermediary shall receive any order from the Indenture Trustee directing transfer or redemption of any Financial Asset relating to the Issuer Accounts, or Hedge Collateral Accounts, as applicable, the Securities Intermediary shall comply with such entitlement order without further consent by the Issuer, the Manager or any other Person.

(F) The Issuer Accounts and Hedge Collateral Accounts shall be governed by the Laws of the State of New York, regardless of any provision in any other agreement. For purposes of the UCC, New York shall be deemed to be the Securities Intermediary's jurisdiction and the Issuer Accounts and Hedge Collateral Accounts (as well as the securities entitlements (as defined in Section 8-102(a)(17) of the UCC) related thereto) shall be governed by the Laws of the State of New York.

(G) The Securities Intermediary has not entered into, and until the termination of this Indenture will not enter into, any agreement with any other person relating to the Issuer Accounts or Hedge Collateral Accounts and/or any Financial Assets credited thereto pursuant to which it has agreed to comply with entitlement orders (as defined in Section 8-102(a)(8) of the New York UCC) of such other person and the Securities Intermediary has not entered into, and until the termination of this Indenture will not enter into, any agreement with the Issuer, the Manager or the Indenture Trustee purporting to limit or condition the obligation of the Securities Intermediary to comply with entitlement orders as set forth in Section 8.2(f)(i)(E) hereof.

(H) Except for the claims and interest of the Indenture Trustee and of the Issuer in the Issuer Accounts and Hedge Collateral Accounts, the Securities Intermediary knows of no claim to, or interest in, the Issuer Accounts or Hedge Collateral Accounts or in any Financial Asset credited thereto. If any other person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Issuer Accounts, Hedge Collateral Accounts or in any Financial Asset carried therein, the Securities Intermediary will promptly notify the Indenture Trustee, the Manager, the Issuer and each Rating Agency.

(I) The Securities Intermediary will promptly send copies of all statements, confirmations and other correspondence concerning the Issuer Accounts and Hedge Collateral Accounts and/or any Issuer Account Property simultaneously to each of the Manager and the Indenture Trustee.

(J) The Securities Intermediary (A) shall be a corporation or national bank that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity hereunder, (B) shall not be an Affiliate of the Issuer, (C) shall have a combined capital and surplus of at least U.S.$200,000,000, (D) shall be subject to supervision or examination by United States federal or state authority and (E) shall have a rating of at least "Baa1" or better by Moody's, "BBB+" or better by S&P, and "BBB" or better by Fitch (if such entity is rated by Fitch).

(K) The Securities Intermediary shall treat the Indenture Trustee as entitled to exercise the rights that comprise each financial asset credited to any Issuer Account and the Hedge Collateral Account.

(L) The Securities Intermediary shall not change the name or the account number of any Issuer Account or Hedge Collateral Account without the prior written consent of the Indenture Trustee (acting at the written direction of the Majority Noteholders).

(M) The Securities Intermediary shall not be a party to any agreement that is inconsistent with this Indenture, or that limits or conditions any of its obligations under this Indenture. The Securities Intermediary shall not take any action inconsistent with the provisions of this Indenture applicable to it.

(N) Each item of property credited to each Issuer Account and Hedge Collateral Account shall not be subject to, and the Securities Intermediary hereby waives, any security interest, lien, claim, encumbrance, or right of setoff in favor of the Securities Intermediary or anyone claiming through the Securities Intermediary (other than the Indenture Trustee).

(O) For purposes of Article 8 of the UCC, the jurisdiction of the Securities Intermediary with respect to the Collateral shall be the State of New York.

(P) It is the intent of the Indenture Trustee and the Issuer that each Issuer Account and Hedge Collateral Account shall be a securities account on behalf of the Indenture Trustee for the benefit of the Noteholders and each Hedge Counterparty and not an account of the Issuer.

(ii) The Manager shall have the power to instruct the Indenture Trustee in writing to make withdrawals and payments from the Issuer Accounts and Hedge Collateral Accounts for the purpose of permitting the Manager to carry out its respective duties under the Management Services Agreement or hereunder or permitting the Indenture Trustee to carry out its duties under the Indenture; provided, that the Indenture Trustee shall have no responsibility for monitoring the Manager's duties and shall rely exclusively on such written direction to determine if a withdrawal or payment should be made.

Section 8.3 Collection of Money. Except as otherwise expressly provided herein, the Indenture Trustee may demand payment or delivery of, and shall receive and collect, directly and without intervention or assistance of any fiscal agent or other intermediary, all money and other property payable to or receivable by the Indenture Trustee pursuant to this Indenture. The Indenture Trustee shall apply all such money received by it as provided in this Indenture. Except as otherwise expressly provided in this Indenture, if any default occurs in the making of any payment or performance under any agreement or instrument that is part of the Collateral, the Indenture Trustee may take such action as may be appropriate to enforce such payment or performance, including the institution and prosecution of appropriate Proceedings. Any such action shall be without prejudice to any right to claim a Default or Event of Default under this Indenture and any right to proceed thereafter as provided in Article V.

Section 8.4 Asset Disposition Proceeds.

(a) In the event that the Issuer shall sell, transfer or otherwise dispose of any Assets in a Permitted Disposition or purchased by the Manager from the Issuer pursuant to Section 2(c)(iii) of the Management Services Agreement (i) a portion of such proceeds equal to the amount, if any, required to be paid by the Issuer pursuant to the termination, in whole or in part, of any Hedge Agreement in order to maintain compliance with Section 4.28 of this Indenture shall be deposited into the Collection Account and (ii) if, on a pro forma basis after giving effect to such sale, the DSCR shall be equal to or greater than 1.30 to 1.00 and the LTV shall be equal to or less than 85%, then the Issuer shall instruct the Paying Agent, on behalf of the Indenture Trustee, in writing to deposit the remaining proceeds (net of the amounts paid pursuant to subsection (i) above, together with any other applicable "net" amounts) ("Asset Disposition Proceeds") into the Asset Disposition Proceeds Account. In the event that, on a pro forma basis after giving effect to such sale, the DSCR shall be less than 1.30 to 1.00 or the LTV shall be greater than 85%, then the Issuer shall instruct the Paying Agent, on behalf of the Indenture Trustee, in writing to deposit (A) an amount, up to the total net proceeds of such disposition, into the Collection Account equal to the amount necessary, on a pro forma basis after giving effect to the sale, to cause the DSCR to be equal to or greater than 1.30 to 1.00 and the LTV to be equal to or less than 85%; and (B) following such deposit into the Collection Account, any remaining net proceeds from such disposition into the Asset Proceeds Disposition Account. For the avoidance of doubt, any amounts deposited in the Asset Proceeds Disposition Account pursuant to the immediately preceding clause (B) shall constitute Asset Disposition Proceeds.

(b) Amounts on deposit in the Asset Disposition Proceeds Account may be used to purchase Additional Assets (to the extent such purchase satisfies the requirements under clause (c) of the definition of Permitted Dispositions). In the event of such a purchase of Additional Assets, the Issuer shall provide written direction to the Indenture Trustee to make payment of the purchase price to such Person no later than five (5) Business Days prior to such acquisition; provided, that the Issuer certifies to the Indenture Trustee that (i) no Rapid Amortization Event exists, no Default or Event of Default has occurred and is continuing, (ii) no selection procedures materially adverse to the Noteholders or any of the Hedge Counterparties were used in selecting such Additional Assets for purchase, (iii) the DSCR shall not be less than 1.30 to 1.00, the IO DSCR shall not be less than 2.00 to 1.00 and the LTV shall not be greater than 85% (each on a pro forma basis after giving effect to such contemplated purchase of Additional Assets or the repayment Notes) and (iv) the Rating Agency Condition shall have been satisfied with respect thereto.

(c) In the event that any Asset Disposition Proceeds on deposit in the Asset Disposition Proceeds Account are not applied to the purchase of Additional Assets by the Payment Determination Date of the Collection Period following 180 days subsequent to the end of the Collection Period in which such Asset Disposition Proceeds were deposited into the Asset Disposition Proceeds Account (the "Asset Purchase Period"), the Issuer, or Manager on its behalf, shall direct the Indenture Trustee to deposit such remaining amounts into the Collection Account; provided, however, that the Issuer, or Manager on its behalf, may, in its sole discretion, direct the Paying Agent on behalf of the Indenture Trustee to deposit such remaining amounts into the Collection Account prior to the end of the Asset Purchase Period.

Section 8.5 Reserve Reports. The Issuer will be required to deliver, or to cause the Manager to deliver, to the Indenture Trustee, the Back-up Manager and each Rating Agency an updated Reserve Report within ninety (90) days of the commencement of each calendar year and the 30th of June, and, to the extent the Issuer, or the Manager on the Issuer's behalf, in its discretion obtains an updated Reserve Report prior to any otherwise scheduled annually updated Reserve Report, the Issuer, or the Manager on the Issuer's behalf, will be required to deliver each such updated Reserve Report to such persons promptly upon its receipt thereof. The Reserve Report shall be prepared by or under the supervision of the Chief Operating Officer (or similarly titled position) of the Manager, who shall certify such Reserve Report to be true and accurate and to have been prepared in accordance with the procedures used in the immediately preceding Reserve Report (and, with respect to the first Reserve Report delivered by the Issuer under this Indenture, the Separation Agreement Reserve Report). With the delivery of each Reserve Report, the Issuer shall provide to the Indenture Trustee, the Back-up Manager and each Rating Agency a certificate from a Responsible Officer of the Manager certifying that in all material respects the information contained in the Reserve Report and any other information delivered in connection therewith is true and correct, the Issuer owns good and defensible title to the Assets evaluated in such Reserve Report, such Assets are free of all Liens except for Permitted Liens and that, to the extent there has been a change in the Net Revenue Interest or Working Interest, that change is identified in an exhibit to the certificate. With the delivery of each Reserve Report, the Issuer shall provide to the Indenture Trustee, the Back-up Manager and each Rating Agency a report that shows any change, set forth to the eighth decimal place, in the Net Revenue Interest relating to the prior year or Working Interest relating to the prior year with respect to any Well from the Net Revenue Interest or Working Interest provided in the previous Reserve Report, and except to the extent already included in a report under this Section 8.5. The Indenture Trustee shall promptly make any such Reserve Reports, certificates and other reports delivered pursuant to this Section 8.5 available to the Noteholders and the Hedge Counterparties.

Section 8.6 Distributions.

(i) Except as otherwise provided in clause (ii) below, on each Payment Date, the Issuer, or the Manager on the Issuer's behalf, shall instruct the Indenture Trustee in writing (based solely on the information contained in the Payment Date Report delivered on the related Payment Determination Date pursuant to this Section 8.6) to apply all Available Funds and all amounts in the Collection Account for payments of the following amounts in the following order of priority:

(A) (1) to the Indenture Trustee, the Indenture Trustee's (x) fees and any accrued and unpaid fees of the Indenture Trustee with respect to prior Payment Dates, plus (y) any Administrative Expenses, expenses and indemnities owed to the Indenture Trustee; provided, that, in no event shall the cumulative aggregate amount paid to the Indenture Trustee pursuant to this clause (A)(1) exceed $150,000 in any calendar year (provided, that any amounts in excess of $150,000 which are unpaid pursuant to the cap herein or pursuant to Section 8.6(i)(I) shall remain due and owing to the Indenture Trustee and payable in the following year and each subsequent year thereafter until repaid in full); provided, however, that in the event of a liquidation following an Event of Default, no such cap shall apply, and (2) to the Back-up Manager, the Back-up Management Fee and any accrued and unpaid Back-up Management Fees or indemnity amounts with respect to prior Payment Dates, plus any Administrative Expenses payable to the Back-up Manager; provided, that, in no event shall the cumulative aggregate amount of payments paid pursuant to this clause (A)(2) exceed (i) $150,000 in any calendar year during which the Back-up Manager does not perform any Warm Back-up Management Duties or Hot Back-up Management Duties (provided, that any amounts in excess of $150,000 which are unpaid pursuant to the cap herein shall remain due and owing to the Back-up Manager and payable in the following year and each subsequent year thereafter until repaid in full), (ii) $550,000 in any calendar year during which the Back-up Manager performs Warm Back-up Management Duties (but not Hot Back-up Management Duties) (provided, that any amounts in excess of $550,000 which are unpaid pursuant to the cap herein shall remain due and owing to the Back-up Manager and payable in the following year and each subsequent year thereafter until repaid in full), and (iii) $1,000,000 in any calendar year during which the Back-up Manager performs Hot Back-up Management Duties (provided, that any amounts in excess of $1,000,000 which are unpaid pursuant to the cap herein shall remain due and owing to the Back-up Manager and payable in the following year and each subsequent year thereafter until repaid in full);

(B) to the Manager, the Administration Fee and any accrued and unpaid Administration Fees with respect to prior Payment Dates; provided, that, in no event shall the cumulative aggregate amount of Administration Fees paid pursuant to this clause (B) exceed $300,000 in any calendar year;

(C) *pro rata and pari passu*, (A) to the Hedge Counterparties, pro rata, any net payments and any amounts owed under clause (b)(ii) of the Gas Annex (as set forth in and defined in the related Hedge Agreement), and to the Hedge Counterparties, *pro rata*, any net payments (including partial termination payments arising from partial reductions in the notional amount under the related Hedging Agreement in order to maintain compliance with Section 4.28 of this Indenture) due and payable by the Issuer under the related Hedge Agreements, in each case, other than termination amounts, and (B) to the Noteholders, pro rata, based on the Note Interest due, the Note Interest for such Payment Date;

(D) to the Liquidity Reserve Account, the amount necessary to cause the balance in the Liquidity Reserve Account to equal the Liquidity Reserve Account Target Amount;

(E) *pro rata and pari passu*, (A) to the Noteholders, *pro rata*, based on the Outstanding Principal Balance, as payment of principal on the Notes, the Principal Distribution Amount with respect to such Payment Date, and (B) to the Hedge Counterparties, *pro rata*, any termination payments owed as a result of an event of default under Sections 5(a)(i) (Failure to Pay) or 5(a)(vii) (Bankruptcy) (but only if such bankruptcy is as a result of a failure to pay debts), in each case where Issuer is the Defaulting Party of the related Hedge Agreement;

(F) to the Noteholders, *pro rata*, based on the Outstanding Principal Balance, the Excess Amortization Amount (if any) with respect to such Payment Date where the Excess Allocation Percentage is either (i) 25% or (ii) 50%;

(G) *pro rata and pari passu* (A) to the Noteholders, *pro rata*, based on the Outstanding Principal Balance, the Excess Amortization Amount (if any) with respect to such Payment Date where the Excess Allocation Percentage is 100% and (B) to the Hedge Counterparties, *pro rata*, any termination amounts due and payable by the Issuer under the related Hedge Agreements but not paid in accordance with Clause (E) above;

(H) to the Noteholders, any remaining amounts owed under the Basic Documents;

(I) to the Indenture Trustee and the Back-up Manager, any amounts owed but not paid in accordance with clause (A) above;

(J) to the Manager, any unpaid AFE Cover Amounts and any amounts owed but not paid in accordance with clause (B) above;

(K) to Diversified, any indemnity amount due and payable under the Separation Agreement; and

(L) to the Issuer, any remaining Available Funds, free and clear of the lien of the Indenture; provided, that, during the continuance of any event or condition that, with notice, the lapse of time, or both, would constitute a Rapid Amortization Event, an Event of Default or a Material Manager Default, any remaining amounts shall remain on deposit in the Collection Account or the Liquidity Reserve Account, as applicable, for application as Available Funds.

(ii) On each Payment Date (a) as of which the Notes have been accelerated as a result of an Event of Default, (b) on which an Optional Redemption is scheduled to occur or (c) that is on or after the Final Scheduled Payment Date, in each case as specified solely in the Payment Date Report, Available Funds and all amounts in the Liquidity Reserve Account shall be distributed by the Indenture Trustee in the following order and priority of payments:

(A) all payments required and in the order required by Section 8.6(i)(A) and (B), in each case without giving effect to the provisos stated therein;

(B) *pro rata and pari passu*, (A) to the Hedge Counterparties, *pro rata,* any net payments under the Hedge Agreement (including any amounts owed under clause (b)(ii) of the Gas Annex (as set forth in and defined in the related Hedge Agreement)) (other than any termination amounts) and (B) to the Noteholders, *pro rata*, based on the respective Note Interest due, the Note Interest;

(C) *pro rata* and *pari passu*, (A) to the Noteholders, *pro rata*, the Outstanding Principal Balance, and (B) to the Hedge Counterparties, *pro rata*, any amounts due and payable by the Issuer under the related Hedge Agreements (including any termination amounts and any other amounts due and payable by the Issuer thereunder);

(D) to the Noteholders, any remaining amounts owed under the Basic Documents;

(E) *pro rata* and *pari passu*, to the Indenture Trustee, the Back- up Manager and the Manager, any amounts owed but not paid in accordance with clause (A) above; and

(F) to the Issuer, all remaining amounts, free and clear of the lien of the Indenture.

(iii) On or prior to the close of business on each Payment Determination Date, the Manager shall calculate all amounts required to be withdrawn from the Collection Account and distributed in accordance with the priority of payments under Section 8.6(i) and Section 8.6(ii) and shall provide such calculation to the Indenture Trustee as set forth in the Payment Date Report.

Section 8.7 Liquidity Reserve Account.

(a) On the Closing Date, the Issuer shall cause an amount not less than the Liquidity Reserve Account Initial Deposit to be deposited by the Indenture Trustee into the Liquidity Reserve Account.

(b) If the amount on deposit in the Liquidity Reserve Account on any Payment Date (after giving effect to all deposits thereto or withdrawals therefrom on such Payment Date) is greater than the Liquidity Reserve Account Target Amount for such Payment Date, the Manager shall instruct the Indenture Trustee to withdraw such amount from the Liquidity Reserve Account and apply it as Available Funds for such Payment Date as set forth in the Payment Date Report.

(c) Without duplication, in the event that the Available Funds for a Payment Date are not sufficient to make the full amount of the payments and deposits required pursuant to Sections 8.6(i)(A) through (C) on such Payment Date, the Manager shall instruct the Paying Agent on behalf of the Indenture Trustee to withdraw from the Liquidity Reserve Account on such Payment Date an amount equal to such shortfall, to the extent of funds available therein, and pay or deposit such amount according to the priorities set forth in Sections 8.6(i)(A) through (C). In addition, if Section 8.6(ii) applies, all amounts shall be withdrawn from the Liquidity Reserve Account and applied as provided in Section 8.6(ii), as set forth in the Payment Date Report.

(d) Following the payment in full of the aggregate Outstanding Amount of the Notes and of all other amounts owing or to be distributed hereunder to Noteholders and the Hedge Counterparties, any amount remaining on deposit in the Liquidity Reserve Account shall be distributed to the Issuer free and clear of the lien of this Indenture upon written direction to the Indenture Trustee by the Manager.

Section 8.8 Statements to Noteholders. On or prior to the close of business on each Payment Determination Date, the Issuer shall cause the Manager to provide to the Indenture Trustee for the Indenture Trustee to (x) post on its internet website pursuant to Section 6.6 of the Indenture or (y) provide to each Hedge Counterparty who does not then have access to such website pursuant to Section 6.6 hereof, a statement substantially in the form of Exhibit D hereto, setting forth at least the following information as to the Notes, to the extent applicable:

(a) the amount of Collections and Asset Disposition Proceeds, if any, received in the Collection Account with respect to the related Collection Period;

(b) confirmation of compliance with the terms of the Indenture and the other Transaction Documents;

(c) other reports received or prepared by the Manager in respect of the Oil and Gas Portfolio and the hedging agreements;

(d) the amount of Administrative Expenses, Direct Expenses and indemnity payments paid to each party or withheld by the Operator pursuant to the Joint Operating Agreement or the Management Services Agreement during the most recent Collection Period;

(e) the amount of any fees paid to the Indenture Trustee, the Manager or the Back-up Manager with respect to the related Collection Period;

(f) if any, the amount of any payment (including termination payments) paid to the Hedge Counterparties with respect to the related Collection Period;

(g) the amount deposited in or withdrawn from the Liquidity Reserve Account on such Payment Determination Date, the amount on deposit in the Liquidity Reserve Account after giving effect to such deposit or withdrawal and the Liquidity Reserve Account Target Amount for such Payment Date;

(h) the Outstanding Principal Amount, the Principal Distribution Amount and the Excess Amortization Amount (if any), with respect to such Payment Determination Date;

(i) the Note Interest with respect to such Payment Date;

(j) the Excess Allocation Percentage (if any) with respect to such Payment Date;

(k) the amount of the DSCR, the IO DSCR, the LTV, the Floor Value, the Production Tracking Rate and the Securitized Net Cash Flow, in each case with respect to the related Collection Period

(l) the amounts on deposit in each Account as of the related Payment Determination Date;

(m) amounts due and owing and paid to the Noteholders under the Note Purchase Agreement and other Basic Documents;

(n) identification of any Assets repurchased by Diversified by Well number with respect to such Asset (as specified in the Schedule of Assets);

(o) a listing of all Permitted Indebtedness outstanding as of such date;

(p) the amount of any Excess Funds and AFE Cover Amounts utilized to participate in AFE Operations during the related Collection Period;

(q) a listing of any Additional Assets acquired by the Issuer;

(r) the amount of Asset Disposition Proceeds deposited in the Asset Disposition Proceeds Account;

(s) on an annual basis such report shall include any change, set forth to the fourth decimal place, in the Net Revenue Interest or Working Interest with respect to any Well from the Net Revenue Interest or Working Interest reflected in the most recent Reserve Report, except to the extent already expressly identified in a report under this Section 8.8;

(t) any material Environmental Liability of which Issuer, Operator, Manager or any Affiliate thereof obtained Knowledge since the most recent report delivered under this Section 8.8;

(u) the filing or commencement of, or the threat in writing of, any action, suit, investigation, arbitration or proceeding by or before any arbitrator or Governmental Body against Issuer, or any material adverse development in any action, suit, proceeding, investigation or arbitration (whether or not previously disclosed), that, in either case, if adversely determined, could reasonably be expected to result in liability in excess of $250,000; and

(v) a reasonably detailed description of any Permitted Dispositions.

Deliveries pursuant to this Section 8.8 or any other Section of this Indenture may be delivered by electronic mail.

Section 8.9 Risk Retention Disclosure.

(a) Within thirty (30) calendar days following the Closing Date, the Indenture Trustee, based solely on information provided to it by Diversified, will make available to Noteholders and the Hedge Counterparties, a statement with valuations prepared by Diversified, and furnished to the Indenture Trustee by Diversified in accordance with the terms hereof, that will set forth the following information:

(i) the fair value, expressed as a percentage of the fair value of all of the asset-backed securities issued by the Issuer on the Closing Date and by dollar amount, of the Risk Retained Interest retained by Diversified Holdings (or its majority-owned affiliate) as of the Closing Date, based on actual sale prices and finalized tranche sizes;

(ii) the fair value, expressed as a percentage of the fair value of all of the asset-backed securities issued by the Issuer on the Closing Date and by dollar amount, of the horizontal risk retention interest that Diversified is required to retain under the U.S. Credit Risk Retention Rules as of the Closing Date; and

(iii) in no event shall the Indenture Trustee have any responsibility to monitor compliance with or enforce compliance with U.S. Credit Risk Retention Rules or other rules or regulations relating to risk retention. The Indenture Trustee shall not be charged with knowledge of such rules, nor shall it be liable to any Noteholder or other party for violation of such rules now or hereinafter in effect.

Section 8.10 [*Reserved*].

Section 8.11 Original Documents. The Indenture Trustee agrees to hold any assignments of mortgage or deeds of trust that are part of the Collateral received by it. The Indenture Trustee shall keep such documents in its possession separate and apart from all other property that it is holding in its possession and from its own general assets. The Indenture Trustee shall keep records showing that it is holding such documents pursuant to this Indenture. Such documents shall be released by the Indenture Trustee to or at the direction of the Issuer upon the satisfaction and discharge of this Indenture.

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 9.1 Supplemental Indentures with Consent of Noteholders and Hedge Counterparties.

(a) The Issuer and the Indenture Trustee, when authorized by an Issuer Order, may, with the consent of the Majority Noteholders by Act of the Noteholders delivered to the Issuer and the Indenture Trustee, and with notice to each Hedge Counterparty (and the consent of any Hedge Counterparty if the rights of such Hedge Counterparty would be adversely affected in any material respect), and, to the extent the Notes are rated by any Rating Agency, written confirmation from such Rating Agency that no immediate withdrawal or reduction with respect to its then-current rating of any class of rated Notes will occur as a result, by Act of the Noteholders delivered to the Issuer and the Indenture Trustee, enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Indenture or of modifying in any manner the rights of the Holders of the Notes under this Indenture; provided, however, that no such supplemental indenture shall, without the consent of the Holder of each Outstanding Note affected thereby:

(i) change the Final Scheduled Payment Date or the date of payment of any installment of principal of or interest on any Note, or reduce the principal amount thereof, the Interest Rate thereon or the Redemption Price or Change of Control Redemption Price, as applicable, with respect thereto, change the provisions of this Indenture relating to the application of collections on, or the proceeds of the sale of, the Collateral to payment of principal of or interest on the Notes, or change any place of payment where, or the coin or currency in which, any Note or the interest thereon is payable, or impair the right to institute suit for the enforcement of the provisions of this Indenture requiring the application of funds available therefor, as provided in Article V, to the payment of any such amount due on the Notes on or after the respective due dates thereof (or, in the case of redemption, on or after the Redemption Date);

(ii) reduce the percentage of the Outstanding Amount of the Notes, the consent of the Holders of which is required for any such supplemental indenture, or the consent of the Holders of which is required for any waiver of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences provided for in this Indenture;

(iii) modify or alter the provisions of the proviso to the definition of the term "Outstanding";

(iv) modify or alter the definitions of the terms "Available Funds," "Equity Contribution Cure," "Excess Allocation Percentage," "Excess Amortization Amount," "Excess Funds," "Floor Value," "Liquidity Reserve Target Amount," "Majority Noteholders," "Permitted Dispositions," "Permitted Liens," "Principal Distribution Amount," "Production Tracking Rate," "Rapid Amortization Event," "Redemption Price," "Reserve Report," "Scheduled Principal Distribution Amount," "Securitized Net Cash Flow," "Warm Trigger Event," "DSCR," "IO DSCR" or "LTV";

(v) reduce the percentage of the Outstanding Amount of the Notes required to direct the Indenture Trustee to direct the Issuer to sell or liquidate the Collateral pursuant to Section 5.4;

(vi) modify any provision of this Section 9.1 except to increase any percentage specified herein or to provide that certain additional provisions of this Indenture or the Basic Documents cannot be modified or waived without the consent of the Holder of each Outstanding Note affected thereby;

(vii) modify Section 8.6 or modify any of the provisions of this Indenture in such manner as to affect the calculation of the amount of any payment of interest or principal due on any Note on any Payment Date (including the calculation of any of the individual components of such calculation) or to affect the rights of the Holders of Notes to the benefit of any provisions for the mandatory redemption of the Notes contained herein;

(viii) permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture with respect to any part of the Collateral or, except as otherwise permitted or contemplated herein, terminate the lien of this Indenture on any property at any time subject hereto or deprive the Holder of any Note of the security provided by the lien of this Indenture; or

(ix) except as provided in Section 5.4(a)(iv), liquidate the Assets when the proceeds of such sale would be insufficient to fully pay the Notes.

(b) The Indenture Trustee shall rely exclusively on an Officer's Certificate of the Issuer and an Opinion of Counsel to determine whether any such action would require the consent of the Majority Noteholders, the consent of all of the Noteholders or the consent of any Hedge Counterparty. The Indenture Trustee shall not be liable for reliance on such Officer's Certificate or Opinion of Counsel.

(c) It shall not be necessary for any Act of Noteholders under this Section 9.1 to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such Act shall approve the substance thereof.

(d) Promptly after the execution by the Issuer and the Indenture Trustee of any supplemental indenture pursuant to this Section 9.1, the Indenture Trustee shall transmit to the Holders of the Notes, the Hedge Counterparties, and each Rating Agency a notice (to be provided by the Issuer) setting forth in general terms the substance of such supplemental indenture and a copy of such supplemental indenture. Any failure of the Indenture Trustee to transmit such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

Section 9.2 Execution of Supplemental Indentures. In executing, or permitting the additional trusts created by, any supplemental indenture permitted by this Article IX or the modification thereby of the trusts created by this Indenture, the Indenture Trustee shall be provided with and, subject to Sections 6.1 and 6.2, shall be fully protected in relying upon, an Officer's Certificate of the Issuer and an Opinion of Counsel stating that the execution of such supplemental indenture (i) is authorized or permitted by this Indenture and that all conditions precedent under this Indenture for the execution of the supplemental indenture have been complied with, (ii) will not cause the Issuer to become a corporation or another entity taxable as a corporation for U.S. federal income tax purposes, and (iii) will not cause the Notes that were characterized as indebtedness at issuance to be treated as other than indebtedness for U.S. federal income tax purposes; provided, that the Opinion of Counsel described in clause (ii) and clause (iii) will be subject to the same conditions, exclusions and limitations as any Opinion of Counsel with respect to such matters given upon the issuance of the Notes. The Indenture Trustee may, but shall not be obligated to, enter into any such supplemental indenture that affects the Indenture Trustee's own rights, duties, liabilities or immunities under this Indenture or otherwise. The Indenture Trustee shall notify each Rating Agency of the execution of any Supplemental Indentures. The Issuer shall notify the Back-Up Manager of any amendment to the Basic Documents that (x) modifies the duties of the Manager or Operator and (y) adversely affects or increases the duties of the Back-up Manager. No amendment to a Basic Document that adversely affects or increases the duties of the Back-Up Manager will be effective without the consent of the Back-Up Manager.

Section 9.3 Effect of Supplemental Indenture. Upon the execution of any supplemental indenture pursuant to the provisions hereof, this Indenture shall be and shall be deemed to be modified and amended in accordance therewith with respect to the Notes affected thereby, and the respective rights, limitations of rights, obligations, duties, liabilities and immunities under this Indenture of the Indenture Trustee, the Issuer, the Hedge Counterparties, and the Holders of the Notes shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 9.4 Reference in Notes to Supplemental Indentures. If the Issuer or the Indenture Trustee shall so determine, new Notes so modified as to conform, in the opinion of the Indenture Trustee and the Issuer, to any such supplemental indenture may be prepared and executed by the Issuer and authenticated and delivered by the Indenture Trustee in exchange for Outstanding Notes.

ARTICLE X

REDEMPTION OF NOTES

Section 10.1 Optional Redemption.

(a) Subject to Section 10.1(b), the Outstanding Notes are subject to redemption in whole, but not in part (except in the case of a redemption pursuant to Section 9.1(a)), at the direction of the Issuer on the Redemption Date. If the Outstanding Notes, or some portion thereof, are to be redeemed pursuant to this Section 10.1(a), the Issuer shall furnish notice of such election to the Indenture Trustee not later than the close of business on the first (1st) Business Day of the month in which the Redemption Date occurs and the Issuer shall deposit by 10:00 A.M. New York City time on the Redemption Date with the Paying Agent in the Collection Account the Redemption Price of the Notes to be redeemed, whereupon all such Notes shall be due and payable on the Redemption Date upon the furnishing of a notice complying with Section 10.2 to each Holder of the Notes.

(b) Upon the occurrence of a Change of Control, the Outstanding Notes are subject to redemption in whole, but not in part (except in the case of a redemption pursuant to Section 9.1(a)), at the discretion of the Issuer on the Redemption Date at the Change of Control Redemption Price. If the Outstanding Notes, or some portion thereof, are to be redeemed pursuant to this Section 10.1(b), the Issuer shall furnish notice of such election to the Indenture Trustee not later than the close of business on the ninetieth (90th) day subsequent to the date on which the Change of Control occurs and the Issuer shall deposit by 10:00 A.M. New York City time on the Redemption Date with the Paying Agent in the Collection Account the Change of Control Redemption Price of the Notes to be redeemed, whereupon all such Notes shall be due and payable on the Redemption Date upon the furnishing of a notice complying with Section 10.2 to each Holder of the Notes.

Section 10.2 Form of Redemption Notice. Following receipt by the Indenture Trustee of the Issuer's notice of redemption in accordance with Section 10.1, such notice of redemption shall be given by the Indenture Trustee by first-class mail, postage prepaid, or by facsimile mailed or transmitted not later than ten (10) days prior to the applicable Redemption Date to each Holder of Notes affected thereby and each Hedge Counterparty, as of the close of business on the Record Date preceding the applicable Redemption Date, at such Holder's address or facsimile number appearing in the Note Register. The Indenture Trustee shall provide a copy of such notice to each Rating Agency.

All notices of redemption shall state:

(a) the Redemption Date;

(b) the Redemption Price or Change of Control Redemption Price, as applicable; and

(c) the place where such Notes are to be surrendered for payment of the Redemption Price or Change of Control Redemption Price, as applicable (which shall be the office or agency of the Issuer to be maintained as provided in Section 4.2).

Notice of redemption of the Notes shall be given by the Indenture Trustee in the name and at the expense of the Issuer. Failure to give notice of redemption, or any defect therein, to any Holder of any Note shall not impair or affect the validity of the redemption of any other Note.

Section 10.3 Notes Payable on Redemption Date. The Notes or portions thereof to be redeemed shall, following notice of redemption as required by Section 10.2, on the Redemption Date become due and payable at the Redemption Price or Change of Control Redemption Price, as applicable, and (unless the Issuer shall default in the payment of the Redemption Price or Change of Control Redemption Price, as applicable) no interest shall accrue on the Redemption Price or Change of Control Redemption Price, as applicable, for any period after the date to which accrued interest is calculated for purposes of calculating the Redemption Price or Change of Control Redemption Price, as applicable.

ARTICLE XI

SATISFACTION AND DISCHARGE

Section 11.1 Satisfaction and Discharge of Indenture With Respect to the Notes. This Indenture shall cease to be of further effect with respect to the Notes except as to (i) rights of registration of transfer and exchange, (ii) substitution of mutilated, destroyed, lost or stolen Notes, (iii) rights of Noteholders to receive payments of principal thereof and interest thereon, (iv) Sections 4.1, 4.2, 4.3, 4.4, 4.8, 4.11, 4.12, 4.14 and 4.18, (v) the rights, obligations and immunities of the Indenture Trustee hereunder (including the rights of the Indenture Trustee under Section 6.7 and the obligations of the Indenture Trustee under Section 11.2) and (vi) the rights of Noteholders as beneficiaries hereof with respect to the property so deposited with the Indenture Trustee payable to all or any of them, and the Indenture Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture with respect to the Notes, when:

(A) either:

(1) all Notes theretofore authenticated and delivered (other than (i) Notes that have been destroyed, lost or stolen and that have been replaced or paid as provided in Section 2.6 and (ii) Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust, as provided in Section 4.3) have been delivered to the Indenture Trustee for cancellation; or

(2) all Notes not theretofore delivered to the Indenture Trustee for cancellation:

(I) have become due and payable, or

(II) are to be called for redemption within one year under arrangements satisfactory to the Indenture Trustee for the giving of notice of redemption by the Indenture Trustee in the name, and at the expense, of the Issuer,

and the Issuer, in the case of (I) or (II) above, has irrevocably deposited or caused to be irrevocably deposited with the Indenture Trustee cash or direct obligations of or obligations guaranteed by the United States of America (which will mature prior to the date such amounts are payable), in trust for such purpose, in an amount sufficient to pay and discharge the entire indebtedness on such Notes not theretofore delivered to the Indenture Trustee for cancellation when due to the applicable Final Scheduled Payment Date or Redemption Date (if Notes shall have been called for redemption pursuant to Section 10.1), as the case may be;

(B) the Issuer has paid or caused to be paid all other sums payable by the Issuer hereunder; and

(C) the Issuer has delivered to the Indenture Trustee an Officer's Certificate, an Opinion of Counsel and, each meeting the applicable requirements of Section 12.1(a) and, subject to Section 12.2, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with.

Notwithstanding the foregoing, the foregoing satisfaction and discharge of the Indenture only applies to the Notes and the Noteholders subject to the terms in this Section 11. The Indenture shall not terminate and cease to be of further effect with respect to any of the Hedge Counterparties or any of the Hedge Agreements until and unless all of the Hedge Agreements have terminated and all payments thereunder, including the termination value, have been paid in full. At anytime that the Notes are no longer outstanding, the Hedge Counterparties shall be entitled to exercise any rights and remedies set forth herein otherwise afforded to the Noteholders or Majority Noteholders.

Section 11.2 Application of Trust Money. All monies deposited with the Indenture Trustee pursuant to Section 11.1 hereof shall be held on behalf of the Noteholders and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent, as the Indenture Trustee may determine, (i) to the Holders of the particular Notes for the payment or redemption of which such monies have been deposited with the Indenture Trustee, of all sums due and to become due thereon for principal and interest and (ii) to the Hedge Counterparties, of all sums, if any, due or to become due to the applicable Hedge Counterparty under and in accordance with the Hedge Agreements; but such monies need not be segregated from other funds except to the extent required herein or in the Management Services Agreement or required by Law.

Section 11.3 Repayment of Monies Held by Paying Agent. In connection with the satisfaction and discharge of this Indenture with respect to the Notes, all monies then held by any Paying Agent other than the Indenture Trustee under the provisions of this Indenture with respect to such Notes shall, upon demand of the Issuer, be paid to the Indenture Trustee to be held and applied according to Section 4.3 and thereupon such Paying Agent shall be released from all further liability with respect to such monies.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Compliance Certificates and Opinions, etc.

(a) Upon any application or request by the Issuer to the Indenture Trustee to take any action under any provision of this Indenture, the Issuer shall furnish to the Indenture Trustee (i) an Officer's Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with, and (ii) an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with, except that, in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture, no additional certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(i) a statement that each signatory of such certificate or opinion has read or has caused to be read such covenant or condition and the definitions herein relating thereto;

(ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(iii) a statement that, in the opinion of each such signatory, such signatory has made such examination or investigation as is necessary to enable such signatory to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(iv) a statement as to whether, in the opinion of each such signatory, such condition or covenant has been complied with.

Section 12.2 Form of Documents Delivered to Indenture Trustee. In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

(a) Any certificate or opinion of an authorized officer of the Issuer may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which such officer's certificate or opinion is based are erroneous. Any such certificate of an authorized officer or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Manager or the Issuer, stating that the information with respect to such factual matters is in the possession of the Manager or the Issuer, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

(b) Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

(c) Whenever in this Indenture, in connection with any application or certificate or report to the Indenture Trustee, it is provided that the Issuer shall deliver any document as a condition of the granting of such application, or as evidence of the Issuer's compliance with any term hereof, it is intended that the truth and accuracy, at the time of the granting of such application or at the effective date of such certificate or report (as the case may be), of the facts and opinions stated in such document shall in such case be conditions precedent to the right of the Issuer to have such application granted or to the sufficiency of such certificate or report. The foregoing shall not, however, be construed to affect the Indenture Trustee's right to rely upon the truth and accuracy of any statement or opinion contained in any such document as provided in Article VI.

Section 12.3 Acts of Noteholders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Noteholders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Noteholders in person or by agents duly appointed in writing; and except as herein otherwise expressly provided such action shall become effective when such instrument or instruments are delivered to the Indenture Trustee and, where it is hereby expressly required, to the Issuer. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act of the Noteholders" signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Section 6.1) conclusive in favor of the Indenture Trustee and the Issuer, if made in the manner provided in this Section 12.3.

(b) The fact and date of the execution by any person of any such instrument or writing may be proved in any manner that the Indenture Trustee deems sufficient.

(c) The ownership of Notes shall be proved by the Note Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Notes shall bind the Holder of every Note issued upon the registration thereof or in exchange therefor or in lieu thereof, in respect of anything done, omitted or suffered to be done by the Indenture Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Note.

Section 12.4 Notices, etc., to Indenture Trustee and Issuer. Any request, demand, authorization, direction, notice, consent, waiver or act of Noteholders or Hedge Counterparties or other documents provided or permitted by this Indenture shall be in writing and if such request, demand, authorization, direction, notice, consent, waiver or act of Noteholders or the Hedge Counterparties is to be made upon, given or furnished to or filed with:

(i) the Indenture Trustee by any Noteholder, by the Issuer or by any Hedge Counterparty shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing (which may be made via e-mail transmission, pdf, facsimile or overnight delivery) to or with a Responsible Officer of the Indenture Trustee at its Corporate Trust Office, or

(ii) the Issuer by the Indenture Trustee, by any Noteholder or by any Hedge Counterparty shall be sufficient for every purpose hereunder if in writing and sent by facsimile or email, in each case with a copy to follow via first-class mail, postage prepaid to the Issuer addressed to: Diversified ABS Phase II LLC, at 1800 Corporate Drive, Birmingham, Alabama 35242, facsimile: (205) 408-0870, email: legalnotice@dgoc.com, with copies (which shall not constitute notice) to (i) Benjamin M. Sullivan, 414 Summers Street, Charleston, West Virginia 25301, email: bsullivan@dgoc.com, and (ii) Latham & Watkins LLP, Attention: David J. Miller, at 811 Main Street, Suite 3700, Houston, Texas 77002, facsimile: (713) 546- 5401, email: david.miller@lw.com, or, in each case, at any other address previously furnished in writing to the Indenture Trustee by the Issuer or the Manager. The Issuer shall promptly transmit any notice received by it from the Noteholders to the Indenture Trustee.

(iii) the Manager by the Indenture Trustee, by any Noteholder or by any Hedge Counterparty shall be sufficient for every purpose hereunder if in writing and sent by facsimile or email, in each case with a copy to follow via first-class mail, postage prepaid to the Issuer addressed to: Diversified Production LLC, at 1800 Corporate Drive, Birmingham, Alabama 35242, facsimile: (205) 408-0870, email: legalnotice@dgoc.com, with copies (which shall not constitute notice) to (i) Benjamin M. Sullivan, 414 Summers Street, Charleston, West Virginia 25301, email: bsullivan@dgoc.com, and (ii) Latham & Watkins LLP, Attention: David J. Miller, at 811 Main Street, Suite 3700, Houston, Texas 77002, facsimile: (713) 546- 5401, email: david.miller@lw.com, or, in each case, at any other address previously furnished in writing to the Indenture Trustee by the Manager. The Manager shall promptly transmit any notice received by it from the Noteholders to the Indenture Trustee.

(iv) the Operator by the Indenture Trustee, by any Noteholder or by any Hedge Counterparty shall be sufficient for every purpose hereunder if in writing and sent by facsimile or email, in each case with a copy to follow via first-class mail, postage prepaid to the Issuer addressed to: Diversified Production LLC, at 1800 Corporate Drive, Birmingham, Alabama 35242, facsimile: (205) 408-0870, email: legalnotice@dgoc.com, with copies (which shall not constitute notice) to (i) Benjamin M. Sullivan, 414 Summers Street, Charleston, West Virginia 25301, email: bsullivan@dgoc.com, and (ii) Latham & Watkins LLP, Attention: David J. Miller, at 811 Main Street, Suite 3700, Houston, Texas 77002, facsimile: (713) 546- 5401, email: david.miller@lw.com, or, in each case, at any other address previously furnished in writing to the Indenture Trustee by the Operator. The Operator shall promptly transmit any notice received by it from the Noteholders to the Indenture Trustee.

The Issuer's obligation to deliver or provide any demand, delivery, notice, communication or instruction to any Person shall be satisfied if such demand, delivery, notice, communication or instruction is posted to the Indenture Trustee's investor reporting website or such other website or distribution service or provider as the Issuer shall designate by written notice to the other parties; provided, however, that any demand, delivery, notice, communication or instruction to the Indenture Trustee shall be provided at its Corporate Trust Office in accordance with Section 12.4(i) hereof.

The Indenture Trustee shall promptly transmit (which may be via electronic mail) any notice received by it from the Noteholders to the Issuer, the Manager and the Hedge Counterparties.

Section 12.5 Notices to Noteholders and Hedge Counterparties; Waiver.

(a) Where this Indenture provides for notice to Noteholders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if posted to the Indenture Trustee's investor reporting website, by electronic transmission or in writing and mailed, first-class, postage prepaid to each Noteholder affected by such event, at such Holder's address as it appears on the Note Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Noteholders is given by mail, neither the failure to mail such notice nor any defect in any notice so mailed to any particular Noteholder shall affect the sufficiency of such notice with respect to other Noteholders, and any notice that is mailed in the manner herein provided shall conclusively be presumed to have been duly given.

(b) Where this Indenture provides for notice to Hedge Counterparties of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if posted to the Indenture Trustee's investor reporting website, by electronic transmission or in writing and mailed, first-class, postage prepaid to each Hedge Counterparty affected by such event, at such Hedge Counterparty's address as it appears on the Hedge Counterparty Rights Agreement to which such Hedge Counterparty is a party, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Hedge Counterparties is given by mail, neither the failure to mail such notice nor any defect in any notice so mailed to any particular Hedge Counterparty shall affect the sufficiency of such notice with respect to other Hedge Counterparties, and any notice that is mailed in the manner herein provided shall conclusively be presumed to have been duly given.

(c) Where this Indenture provides for notice in any manner, such notice may be waived in writing by any Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice.

(d) In case, by reason of the suspension of regular mail service as a result of a strike, work stoppage or similar activity, it shall be impractical to mail notice of any event to Noteholders when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be satisfactory to the Indenture Trustee shall be deemed to be a sufficient giving of such notice.

Section 12.6 Alternate Payment and Notice Provisions. Notwithstanding any provision of this Indenture or any of the Notes to the contrary, the Issuer may enter into any agreement with any Holder of a Note providing for a method of payment, or notice by the Indenture Trustee or any Paying Agent to such Holder, that is different from the methods provided for in this Indenture for such payments or notices. The Issuer will furnish to the Indenture Trustee a copy of each such agreement and the Indenture Trustee will cause payments to be made and notices to be given in accordance with such agreements.

Section 12.7 Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 12.8 Successors and Assigns. All covenants and agreements in this Indenture and the Notes by the Issuer shall bind its successors and assigns, whether so expressed or not. All agreements of the Indenture Trustee in this Indenture shall bind its successors, co-trustees and agents.

Section 12.9 Severability. In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 12.10 Benefits of Indenture. Nothing in this Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, and the Noteholders, each Hedge Counterparty and any other party secured hereunder, and any other Person with an ownership interest in any part of the Collateral, any benefit or any legal or equitable right, remedy or claim under this Indenture. Each Hedge Counterparty shall be a third-party beneficiary to this Indenture, but only to the extent this it has any rights expressly specified herein.

Section 12.11 Legal Holidays. In any case where the date on which any payment is due shall not be a Business Day, then (notwithstanding any other provision of the Notes or this Indenture) payment need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the date on which nominally due.

Section 12.12 GOVERNING LAW; CONSENT TO JURISDICTION. THIS INDENTURE SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY OTHERWISE APPLICABLE CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS; PROVIDED THAT ANY MATTERS THAT RELATE TO REAL PROPERTY SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE SUCH PROPERTY IS LOCATED. EACH PARTY TO THIS INDENTURE SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS INDENTURE, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE NON- EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, THE COURTS OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND APPELLATE COURTS FROM ANY THEREOF. EACH PARTY (a) CONSENTS TO SUBMIT ITSELF TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR SUCH ACTIONS OR PROCEEDINGS, (b) AGREES THAT IT WILL NOT ATTEMPT TO DENY OR DEFEAT SUCH PERSONAL JURISDICTION BY MOTION OR OTHER REQUEST FOR LEAVE FROM ANY SUCH COURT, AND (c) AGREES THAT IT WILL NOT BRING ANY SUCH ACTION OR PROCEEDING IN ANY COURT OTHER THAN SUCH COURTS. EACH PARTY ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE AND IRREVOCABLE JURISDICTION AND VENUE OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY NON- APPEALABLE JUDGMENT RENDERED THEREBY IN CONNECTION WITH SUCH ACTIONS OR PROCEEDINGS. A COPY OF ANY SERVICE OF PROCESS SERVED UPON THE PARTIES SHALL BE MAILED BY REGISTERED MAIL TO THE RESPECTIVE PARTY EXCEPT THAT, UNLESS OTHERWISE PROVIDED BY APPLICABLE LAW, ANY FAILURE TO MAIL SUCH COPY SHALL NOT AFFECT THE VALIDITY OF SERVICE OF PROCESS. IF ANY AGENT APPOINTED BY A PARTY REFUSES TO ACCEPT SERVICE, EACH PARTY AGREES THAT SERVICE UPON THE APPROPRIATE PARTY BY REGISTERED MAIL SHALL CONSTITUTE SUFFICIENT SERVICE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF A PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 12.13 Counterparts. This Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 12.14 Recording of Indenture. If this Indenture is subject to recording in any appropriate public recording offices, such recording is to be effected by the Issuer and at its expense accompanied by an Opinion of Counsel to the effect that such recording is necessary either for the protection of the Noteholders, the Hedge Counterparties, or any other Person secured hereunder or for the enforcement of any right or remedy granted to the Indenture Trustee under this Indenture.

Section 12.15 No Petition. The Indenture Trustee, by entering into this Indenture, and each Noteholder, by accepting a Note, hereby covenant and agree that they will not at any time institute against the Issuer, or join in any institution against the Issuer of, any involuntary bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any United States federal or state bankruptcy or similar Law in connection with any obligations relating to the Notes, this Indenture or any of the Basic Documents.

Section 12.16 Inspection. The Issuer agrees that, on reasonable prior notice, it will permit any representative of the Indenture Trustee, during the Issuer's normal business hours, to examine all the books of account, records, reports and other papers of the Issuer, to make copies and extracts therefrom, to cause such books to be audited by Independent certified public accountants, and to discuss the Issuer's affairs, finances and accounts with the Issuer's officers, employees and Independent certified public accountants, all at such reasonable times and as often as may be reasonably requested. The Indenture Trustee shall, and shall cause its representatives to, hold in confidence all such information except to the extent disclosure may be required by Law (and all reasonable applications for confidential treatment are unavailing) and except to the extent that the Indenture Trustee may reasonably determine that such disclosure is consistent with its obligations hereunder.

Section 12.17 Waiver of Jury Trial. EACH OF THE ISSUER, EACH NOTEHOLDER AND THE INDENTURE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 12.18 Rating Agency Notice. In addition to the information and reports specifically required to be provided to each Rating Agency pursuant to the terms of this Indenture, the Issuer shall, or shall cause the Manager to, upon written request, provide to each Rating Agency all information or reports delivered to the Indenture Trustee hereunder and such additional information as each Rating Agency may from time to time reasonably request. Any Act of the Noteholders or other documents provided or permitted by this Indenture, to be made upon, given or furnished to, or filed with each Rating Agency shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided if in writing to the applicable Rating Agency Contact.

Section 12.19 Rule 17g-5 Information.

(a) The Issuer shall comply with its obligations under Rule 17g-5 promulgated under the Exchange Act ("Rule 17g-5"), if any, by its or its agent's posting on the website required to be maintained under Rule 17g-5 (the "17g-5 Website"), no later than the time such information is provided to a Rating Agency, all information that the Issuer or other parties on its behalf, including the Indenture Trustee and the Manager, provide to the Rating Agency for the purposes of determining the initial credit rating of the Notes or undertaking credit rating surveillance of the Notes (the "17g-5 Information"); provided, that following the Closing Date, no party other than the Issuer, the Indenture Trustee or the Manager may provide information to a Rating Agency on the Issuer's behalf without the prior written consent of the Issuer.

(b) To the extent that the Issuer is required to comply with Rule 17g-5, if any of the Issuer, the Indenture Trustee or the Manager is required to provide any information to, or communicate with, a Rating Agency in writing in accordance with its obligations under this Indenture or any other Basic Document, the Issuer, or the Manager, as applicable (or their respective representatives or advisers), shall promptly post, or cause to be posted, such information or communication to the 17g-5 Website. The Indenture Trustee will provide any information given to the Rating Agency to the Issuer and the Manager simultaneously with giving such information to the Rating Agency.

(c) To the extent that the Issuer is required to comply with Rule 17g-5 and to the extent any of the Issuer, the Indenture Trustee or the Manager are engaged in oral communications with the Rating Agency, for the purposes of determining an initial credit rating of the Notes or undertaking credit rating surveillance of the Notes, the party communicating with the Rating Agency shall cause such oral communication to either be (x) recorded and an audio file containing the recording to be promptly posted to the 17g-5 Website or (y) summarized in writing and the summary to be promptly posted to the 17g-5 Website (or with respect to the Indenture Trustee, in the case of either (x) or (y), delivered to the Issuer and the Manager for posting on the 17g-5 Website).

(d) To the extent that the Issuer is required to comply with Rule 17g-5, all information to be made available to a Rating Agency hereunder shall be made available on the 17g-5 Website. In the event that any information is delivered or posted in error, the Issuer may remove it, or cause it to be removed, from the 17g-5 Website, and shall so remove promptly when instructed to do so by the Person that delivered such information. None of the Indenture Trustee, the Manager or the Issuer shall have obtained or shall be deemed to have obtained actual knowledge of any information solely due to receipt and posting to the 17g-5 Website. Access will be provided to any NRSRO upon receipt by the Issuer of an NRSRO certification from such NRSRO (which may be submitted electronically via the 17g-5 Website).

(e) Notwithstanding the requirements herein, the Indenture Trustee shall have no obligation to engage in or respond to any oral communications, for the purposes of determining an initial credit rating of the Notes or undertaking credit rating surveillance of the Notes, with a Rating Agency or any of its respective officers, directors or employees.

(f) The Indenture Trustee shall not be responsible for determining compliance with 17g-5, maintaining the 17g-5 Website, posting any 17g-5 Information to the 17g-5 Website or assuring that the 17g-5 Website complies with the requirements of this Indenture, Rule 17g-5, or any other Law or regulation. In no event shall the Indenture Trustee be deemed to make any representation in respect of the content of the 17g-5 Website or compliance of the 17g-5 Website with this Indenture, Rule 17g-5, or any other Law or regulation.

(g) The Indenture Trustee shall not be responsible or liable for the dissemination of any identification numbers or passwords for the 17g-5 Website, including by the Issuer, the Rating Agency, any NRSRO, any of their agents or any other party. The Indenture Trustee shall not be liable for the use of any information posted on the 17g-5 Website, whether by the Issuer, the Rating Agency, any NRSRO or any other third party that may gain access to the 17g-5 Website or the information posted thereon.

(h) Notwithstanding anything herein to the contrary, the maintenance by a third-party service provider of the 17g-5 Website shall be deemed as compliance by or on behalf of the Issuer with Rule 17g-5 or any other Law or regulation related thereto.

IN WITNESS WHEREOF, the Issuer and the Indenture Trustee have caused this Indenture to be duly executed by their respective officers, thereunto duly authorized, all as of the day and year first above written.

DIVERSIFIED ABS PHASE II LLC

By: /s/ Eric Williams
Name: Eric Williams
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Indenture]

UMB BANK, N.A., not in its individual capacity but solely as Indenture Trustee

By: /s/ Michele Voon
Name: Michele Voon
Title: Vice President

UMB BANK, N.A., as Securities Intermediary

By: /s/ Michele Voon
Name: Michele Voon
Title: Vice President

[Signature Page to Indenture]

APPENDIX A

PART I - DEFINITIONS

All terms used in this Appendix shall have the defined meanings set forth in this Part I when used in the Basic Documents, unless otherwise defined therein.

"17g-5 Information" has the meaning specified in Section 12.19(a) of the Indenture.

"17g-5 Website" has the meaning specified in Section 12.19(a) of the Indenture.

"ABS I Indenture" means the indenture dated as of November 13, 2019 among Diversified ABS LLC and the ABS I Trustee.

"ABS Operating Agreement" means the Operating Agreement of Diversified ABS Phase II LLC, dated as of the Closing Date, as the same may be amended and supplemented from time to time.

"Act of the Noteholders" has the meaning specified in Section 12.3(a) of the Indenture.

"Additional Assets" means additional assets (similar to the Assets) purchased and acquired by the Issuer from any Person (including, for the avoidance of doubt, Diversified) for a mutually- agreeable purchase price substantially equivalent to the fair market value of such assets pursuant to an executed asset purchase agreement with representations, warranties and indemnification obligations of Diversified substantially the same as those in the Separation Agreement; provided that the terms of such asset purchase agreement are on the whole not materially less favorable than those that would be reasonably expected to be available from third parties on an arm's-length basis, as determined in good faith by the Issuer.

"Administration Fees" has the meaning specified in the Management Services Agreement.

"Administrative Expenses" means, for any Payment Date, the expenses of the Issuer consisting of fees and out-of-pocket expenses payable or reimbursable to the Indenture Trustee, the Manager, the Back-up Manager and, to the extent that the Notes are rated by a Rating Agency, any such Rating Agency, and any third-party service provider hired by or on behalf of the Issuer (including, without limitation, amounts payable to any Observer and insurance premiums related to the Collateral), but not including any fees payable or expenses reimbursable to any third party in relation to the operation of the Oil and Gas Portfolio.

"AFE Cover Amounts" has the meaning specified in the Management Services Agreement.

"AFE Operations" has the meaning specified in the Management Services Agreement.

"Affiliate" means, with respect to any specified Person, any other Person controlling or controlled by or under common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Agency Agreement" means the Gas Sales, Asset Management and Marketing Agreement, dated as of the Closing Date, by and between the Issuer and Diversified Energy Marketing, LLC.

"Annual Determination Date" means the Payment Determination Date in the month of February.

"Anti-Corruption Laws" means any Law or regulation in a U.S. or any non-U.S. jurisdiction regarding bribery or any other corrupt activity, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010.

"Anti-Money Laundering Laws" means any Law or regulation in a U.S. or any non-U.S. jurisdiction regarding money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes, including the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act) and the USA PATRIOT Act.

"Applicable Premium" means with respect to a Note at any time, as determined by the Issuer, the excess of:

(a) the present value at such time of (i) 100% of the principal amount of the Note, plus (ii) all required interest payments due on the Note through April 9, 2025 (excluding accrued but unpaid interest to the Redemption Date), computed using a discount rate equal to the Treasury Rate as of such time, plus (iii) 50 basis points discounted to the redemption date on a semi- annual basis (assuming a 360 day year consisting of twelve 30 day months), over

(b) the then Outstanding Principal Balance of such Note.

"Assets" means the Wellbore Interests and any Additional Assets, collectively.

"Asset Disposition Proceeds" has the meaning specified in Section 8.4(a) of the Indenture.

"Asset Disposition Proceeds Account" means the account designated as such, established and maintained pursuant to Section 8.2(b) of the Indenture.

"Asset Vesting Documents" means each of the Separation Agreement, the Plan of Division and the Statement of Division.

"Asset Purchase Period" has the meaning specified in Section 8.4(c) of the Indenture.

"Available Funds" means, with respect to any Payment Date, the sum of the following amounts, without duplication, with respect to the Assets in respect of the Collection Period preceding such Payment Date: (a) all Collections received and deposited into and available for withdrawal from the Collection Account prior to the applicable Payment Determination Date relating to production in the calendar month that is two months or more prior to the Collection Period and adjustments relating to prior Collection Periods, (b) amounts on deposit in the Liquidity Reserve Account after giving effect to all other deposits and withdrawals thereto or therefrom on the Payment Date relating to such Collection Period in excess of the Liquidity Reserve Account Target Amount, (c) Investment Earnings for the related Payment Date, (d) all amounts received by the Indenture Trustee pursuant to Article V of the Indenture, (e) the net amount, if any, paid to the Issuer under the Hedge Agreements, and (f) the amount of any Equity Contribution Cure.

"Back-up Management Agreement" means the Back-up Management Agreement, dated as of the Closing Date, among the Issuer, the Manager, the Indenture Trustee and the Back-up Manager.

"Back-up Management Fee" means the fee payable to the Back-up Manager for services rendered during each Collection Period, determined pursuant to Section 4.1 of the Back-up Management Agreement.

"Back-up Manager" means AlixPartners, LLP, in its capacity as back-up manager under the Back-up Management Agreement, and any successor thereunder.

"Basic Documents" means the Indenture, each Joint Operating Agreement, the Separation Agreement, the Notes, the Management Services Agreement, the Back-up Management Agreement, the Note Purchase Agreement, the Holdings Pledge Agreement, the Plan of Division, the Statement of Division, the Hedge Agreements, the Agency Agreement, the ABS Operating Agreement, the Holdings Operating Agreement, the Intercreditor Acknowledgement, each Mortgage and other documents and certificates delivered in connection therewith.

"Blocked Person" means (a) a Person whose name appears on the list of Specially Designated Nationals and Blocked Persons published by OFAC, (b) a Person, entity, organization, country or regime that is blocked or a target of sanctions that have been imposed under U.S. Economic Sanctions Laws, or (c) a Person that is an agent, department or instrumentality of, or is otherwise beneficially owned by, controlled by or acting on behalf of, directly or indirectly, any Person, entity, organization, country or regime described in clause (a) or (b).

"BP" means BP Energy Company.

"Burden" shall mean any and all royalties (including lessors' royalties and non- participating royalties), overriding royalties, reversionary interests, net profits interests, production payments and other burdens upon, measured by or payable out of production.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions or trust companies in the State of New York or the state in which the Corporate Trust Office of the Indenture Trustee is located and are required or authorized by Law, regulation or executive order to be closed.

"Capital Lease" means, at any time, a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with GAAP.

"Change of Control" has the meaning specified in the Management Services Agreement.

"Change of Control Applicable Premium" means with respect to a Note at any time, as determined by the Issuer, the excess of:

(a) the present value at such time of (i) 100% of the principal amount of the Note, plus (ii) all required interest payments due on the Note through April 9, 2025 (excluding accrued but unpaid interest to the Redemption Date), computed using a discount rate equal to the Treasury Rate as of such time, plus (iii) 100 basis points discounted to the redemption date on a semi- annual basis (assuming a 360 day year consisting of twelve 30 day months), over

(b) the then Outstanding Principal Balance of such Note.

"Change of Control Redemption Price" means, with respect to any redemption of Notes pursuant to Section 10.1(b) of the Indenture, (i) prior to April 9, 2025, an amount equal to 100% of the principal amount thereof, plus the Change of Control Applicable Premium, plus accrued and unpaid interest, if any, to, but not including, the Change of Control Redemption Date, and (ii) on or after April 9, 2025, an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the Redemption Date.

"Closing Date" or "Closing" shall mean April 9, 2020.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and Treasury Regulations promulgated thereunder.

"Collateral" has the meaning specified in the Granting Clause of the Indenture.

"Collection Account" means the account designated as such, established and maintained pursuant to Section 8.2(a) of the Indenture.

"Collection Period" means, with respect to any Payment Date, the period from and including the first day of the calendar month immediately preceding the calendar month in which such Payment Date occurs (or with respect to the initial Payment Date, from but excluding the Cutoff Date) to and including the last day of the calendar month immediately preceding the calendar month in which such Payment Date occurs. Any amount stated as of the last day of a Collection Period shall give effect to the following applications as determined as of the close of business on such last day: (1) all applications of collections and (2) all distributions to be made on the related Payment Date.

"Collections" shall mean all amounts paid to the Issuer, the Manager (solely in its capacity as such) or the Back-up Manager from whatever source on or with respect to the Assets and all amounts paid to Operator from whatever source with respect to the Assets (subject in all respects to the expense and reimbursement provisions of the Joint Operating Agreement).

"Commission" means the U.S. Securities and Exchange Commission.

"Consents" means any approval, consent, ratification, waiver or other authorization from any Person that is required to be obtained in connection with the execution or delivery of the Separation Agreement or the consummation of the Separation.

"Contemplated Transactions" means (i) all of the transactions contemplated by the Separation Agreement, including: (a) the formation of the Issuer pursuant to the Separation Agreement and the transfer of the Wellbore Interests to Issuer by operation of law; (b) the execution, delivery, and performance of all instruments and documents required under the Separation Agreement; (c) the performance by the Issuer and Diversified of their respective covenants and obligations under the Basic Documents; and (d) the Issuer's acquisition, ownership, and exercise of control over the Assets from and after Closing; and (ii) the Manager's management of the Issuer contemplated by the Management Services Agreement.

"Contract" means any agreements and contracts (including joint operating agreements) to which the Issuer is a party.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; and the terms "Controlled" and "Controlling" shall have meanings correlative to the foregoing.

"Controlled Entity" means (a) any of the Issuer's respective Controlled Affiliates and (b) Diversified and its Controlled Affiliates.

"Corporate Trust Office" means the principal office of the Indenture Trustee at which at any particular time the Indenture shall be administered, which office at the date of execution of the Indenture is located at UMB Bank, N.A., 100 William Street, Suite 1850, New York, New York 10038, e-mail: michele.voon@umb.com, or at such other address or electronic mail address as the Indenture Trustee may designate from time to time by notice to the Noteholders and the Issuer, or the principal corporate trust office of any successor Indenture Trustee at the address or electronic mail address designated by such successor Indenture Trustee by notice to the Noteholders and the Issuer.

"Credit Risk Retention Rules" means risk retention regulations in 17 C.F.R. Part 246 as such regulation may be amended from time to time and subject to such clarification and interpretation as have been provided by the Commission in an adopting release or by the staff of the Commission, or as may be provided in writing by the Commission or its staff from time to time.

"Cutoff Date" means the close of business on April 9, 2020.

"DABS" means Diversified ABS LLC.

"Default" means any occurrence that is, or with notice or the lapse of time or both would become, an Event of Default.

"Definitive Notes" means the definitive, fully registered Notes, substantially in the form of Exhibit A to the Indenture.

"Direct Expenses" has the meaning specified in the Management Services Agreement.

"Diversified" shall mean Diversified Production, LLC.

"Diversified Corp" shall mean Diversified Gas & Oil Corporation.

"Diversified Holdings" shall mean Diversified ABS Phase II Holdings LLC.

"Diversified Parties" shall mean each of Diversified, Diversified Corp, Diversified Holdings and the Issuer. "Divestiture Date" shall have the meaning assigned to the term "Effective Date" in the Separation Agreement.

"DSCR" means, as of any Quarterly Determination Date, beginning with the Payment Date occurring in October 2020, an amount equal to (a) the Securitized Net Cash Flow for each of the three (3) immediately preceding Collection Periods, *divided by* (b) the sum of (i) the aggregate interest accrued on the Notes for each of such three (3) immediately preceding Payment Dates and any unpaid Note Interest on the Payment Date three (3) months prior to the Quarterly Determination Date, (ii) the aggregate Scheduled Principal Distribution Amount for each of such three (3) immediately preceding Payment Dates, and (iii) any unpaid Scheduled Principal Distribution Amounts on the Payment Date three (3) months prior to the Quarterly Determination Date.

"Eligible Account" means either (a) a segregated account with an Eligible Institution or (b) a segregated trust account with the corporate trust department of a depository institution organized under the Laws of the United States of America or any one of the states thereof or the District of Columbia (or any domestic branch of a foreign bank), having corporate trust powers and acting as trustee for funds deposited in such account, so long as any of the securities of such depository institution shall have a credit rating in one of the generic rating categories that signifies investment grade of Fitch or, to the extent Fitch does not rate the Notes, another NRSRO.

"Eligible Institution" means:

(a) the corporate trust department of the Indenture Trustee; or

(b) a depository institution or trust company organized under the Laws of the United States of America or any one of the states thereof, or the District of Columbia (or any domestic branch of a foreign bank), which at all times (i) has either (A) a long-term unsecured debt rating of at least AA- or better by Fitch or, to the extent that Fitch does not rate the Notes, the equivalent or better by an NRSRO, or such other rating that is acceptable to the Majority Noteholders or (B) a certificate of deposit rating of at least F-1+ or better by Fitch or, to the extent that Fitch does not rate the Notes, the equivalent or better by an NRSRO, or such other rating that is acceptable to the Majority Noteholders and (ii) whose deposits are insured by the FDIC.

"Encumbrance" means any charge, equitable interest, privilege, lien, mortgage, deed of trust, production payment, collateral assignment, security interest, or other arrangement substantially equivalent to any of the foregoing.

"Environmental Law" means any law, ordinance, rule or regulation of any Governmental Authority relating to pollution or the protection of the environment, natural resources, or human health and safety (as it relates to exposure to Hazardous Materials).

"Environmental Liabilities" means any cost, damage, expense, liability, obligation, or other responsibility arising from or under either an Environmental Law or third party claims relating to the environment, and which relates to the ownership or operation of the Assets.

"Equity Contribution Cure" means on any date prior to the Final Scheduled Payment Date, Diversified's contribution of equity to the Issuer made by depositing cash into the Collection Account, but not more than ten percent (10%) of the initial principal amount of the Notes in aggregate and no more frequently than twice (in aggregate) per calendar year.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder from time to time in effect.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that is treated as a single employer together with the Issuer under section 414 of the Code.

"ERISA Plan" means an "employee benefit plan" (as defined in section 3(3) of ERISA) subject to Title I of ERISA that is or, within the preceding five years, has been established or maintained, or to which contributions are or, within the preceding five years, have been made or required to be made by the Issuer or any ERISA Affiliate or with respect to which the Issuer or any ERISA Affiliate may have any liability.

"Event of Default" has the meaning specified in Section 5.1(a) of the Indenture.

"Excess Allocation Percentage" means the greatest of the following percentages, as applicable:

(a)(i) If the DSCR as of such Payment Date is less than 1.15 to 1.00, then 100%, (ii) if the DSCR as of such Payment Date is greater than or equal to 1.15 to 1.00 and less than 1.25 to 1.00, then 50%, or (iii) if the DSCR as of such Payment Date is greater than or equal to 1.25 to 1.00, then 0%;

(b) If the Production Tracking Rate is less than 80.0%, then 100%, else 0%;

(c) If the LTV is greater than 65.0%, then 100%, else 0%;

(d) With respect to any Payment Date after July 1, 2024 and prior to July 1, 2025, if LTV is greater than 40.0% and the Issuer has not satisfied the Extended Hedging Condition, then 50%, else 0%;

(e) With respect to any Payment Date after July 1, 2025 and prior to Oct 1, 2025, if LTV is greater than 40.0% or the Issuer has not satisfied the Extended Hedging Condition, then 50%, else 0%; and

(f) With respect to any Payment Date after Oct 1, 2025, if LTV is greater than 40.0% or the Issuer has not satisfied the Extended Hedging Condition, then 100%, else 0%.

"Excess Amortization Amount" means, with respect to any Payment Date, the Excess Allocation Percentage of the Available Funds for such Payment Date remaining after giving effect to the distributions in clauses (A) through (E) of Section 8.6(i) of the Indenture on such Payment Date; provided, that the Excess Amortization Amount as of any Payment Date shall not exceed the Outstanding Principal Balance as of such Payment Date (calculated after giving effect to the payments on such Payment Date contemplated by clauses (A) through (E) of Section 8.6(i) of the Indenture).

"Excess Funds" means, with respect to any Collection Period and the related Payment Date, the amounts, if any, available for distribution pursuant to Section 8.6(i) of the Indenture after the distributions pursuant to clauses (A) through (K) thereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Executive Officer" means, with respect to any corporation, the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, any Executive Vice President, Senior Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of such corporation; with respect to any limited liability company, any of the officers listed previously with respect to a corporation or any managing member or sole member of the limited liability company; with respect to any partnership, any general partner thereof; and with respect to any other entity, a similar situated person.

"Extended Hedging Condition" means the Issuer has executed Hedge Agreements, which may include, without limitation, the exercise of an option by an applicable Hedge Counterparty to extend existing transactions, with a Hedge Counterparty for a minimum period of 30 months starting July 2026 and with volumes no less than 85% but no more than 95% of projected gas production for that same period and a price (or strike price, as applicable) no less than $2.00/mmbtu.

"FATCA" means Sections 1471 through 1474 of the Code.

"FATCA Withholding Tax" means any withholding or deduction pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements (including any intergovernmental agreements) thereunder or official interpretations thereof.

"FDIC" means the Federal Deposit Insurance Corporation.

"Final Scheduled Payment Date" means the Payment Date occurring in the month of July, 2037.

"Financial Asset" has the meaning given such term in Article 8 of the UCC. As used herein, the Financial Asset "related to" a security entitlement is the Financial Asset in which the entitlement holder (as defined in the New York UCC) holding such security entitlement has the rights and property interest specified in the New York UCC.

"Fitch" means Fitch Ratings, Inc., or any successor to the rating agency business thereof.

"Governmental Authorization" means any approval, consent, license, permit, registration, variance, exemption, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

"Governmental Body" means any (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign, or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (d) multi-national organization or body; or (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Governmental Official" means any governmental official or employee, employee of any government-owned or government-controlled entity, political party, any official of a political party, candidate for political office, official of any public international organization or anyone else acting in an official capacity.

"Governmental Rule" means with respect to any Person, any Law, rule, regulation, ordinance, order, code, treaty, judgment, decree, directive, guideline, policy or similar form of decision of any Governmental Body binding on such Person.

"Grant" means mortgage, pledge, bargain, warrant, alienate, remise, release, convey, assign, transfer, create, grant a lien upon and a security interest in, grant a right of set-off against, deposit, set over and confirm pursuant to the Indenture. A Grant of any item of Collateral or of any other property shall include all rights, powers and options (but none of the obligations) of the granting party thereunder, including the immediate and continuing right to claim for, collect, receive and give receipt for principal and interest payments in respect of such item of Collateral and all other monies payable thereunder, to give and receive notices and other communications, to make waivers or other agreements, to exercise all rights and options, to bring Proceedings in the name of the granting party or otherwise, and generally to do and receive anything that the granting party is or may be entitled to do or receive thereunder or with respect thereto.

"Guaranty" means, with respect to any Person, any obligation (except the endorsement in the ordinary course of business of negotiable instruments for deposit or collection) of such Person guaranteeing or in effect guaranteeing any indebtedness, dividend or other obligation of any other Person in any manner, whether directly or indirectly, including obligations incurred through an agreement, contingent or otherwise, by such Person:

(a) to purchase such indebtedness or obligation or any property constituting security therefor;

(b) to advance or supply funds (i) for the purchase or payment of such indebtedness or obligation, or (ii) to maintain any working capital or other balance sheet condition or any income statement condition of any other Person or otherwise to advance or make available funds for the purchase or payment of such indebtedness or obligation;

(c) to lease properties or to purchase properties or services primarily for the purpose of assuring the owner of such indebtedness or obligation of the ability of any other Person to make payment of the indebtedness or obligation; or

(d) otherwise to assure the owner of such indebtedness or obligation against loss in respect thereof.

In any computation of the indebtedness or other liabilities of the obligor under any Guaranty, the indebtedness or other obligations that are the subject of such Guaranty shall be assumed to be direct obligations of such obligor.

"Hazardous Materials" means any and all pollutants, toxic or hazardous wastes or other substances that might pose a hazard to health and safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized by any applicable Law, including asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, lead based paint, radon gas or similar restricted, prohibited or penalized substances.

"Hedge Agreement" means any master agreement and related schedules, annexes and confirmations entered into between the Issuer and a Hedge Counterparty with respect to any swap, forward, option, swaption, cap, future or derivative transaction or similar agreement (whether entered into as a new transaction or by novation of a transaction or agreement existing as of the Closing Date), in each case whether cash or physical settlement, that is reasonably expected to hedge or mitigate the existing or anticipated commercial risk of the Issuer to one or more commodities including, without limitation, those transactions between the Issuer and each Hedge Counterparty in existence on the Closing Date.

"Hedge Collateral Accounts" has the meaning specified in Section 8.2(d) of the Indenture.

"Hedge Counterparty" [***].

"Hedge Counterparty Rating Requirements" has the meaning specified in the relevant Hedge Agreement.

"Hedge Counterparty Rights Agreement" means any Hedge Counterparty Rights Letter Agreement, dated as of the Closing Date, among the Issuer, the Indenture Trustee and any of the Hedge Counterparties.

"Hedge Percentage" has the meaning specified in Section 4.28 of the Indenture.

"Hedge Period" has the meaning specified in Section 4.28 of the Indenture.

"Holder" or "Noteholder" means the Person in whose name a Note is registered on the Note Register.

"Holdings Operating Agreement" means the Operating Agreement of Diversified Holdings, dated as of the Closing Date, as the same may be amended and supplemented from time to time.

"Holdings Pledge Agreement" means the Holdings Pledge Agreement, dated as of the Closing Date, between Diversified Holdings, the Issuer and the Indenture Trustee, for the benefit of the Noteholders, as amended from time to time.

"Hot Back-up Management Duties" shall have the meaning set forth in the Back-up Management Agreement.

"Hydrocarbons" means oil, gas, minerals, and other gaseous and liquid hydrocarbons or any combination of the foregoing.

"IFRS" means International Financial Reporting Standards.

"Indebtedness" means, with respect to any Person, at any time, without duplication,

(a) its liabilities for borrowed money;

(b) its liabilities for the deferred purchase price of property acquired by such Person (excluding accounts payable arising in the ordinary course of business but including all liabilities created or arising under any conditional sale or other title retention agreement with respect to any such property);

(c) (i) all liabilities appearing on its balance sheet in accordance with GAAP in respect of Capital Leases and (ii) all liabilities which would appear on its balance sheet in accordance with GAAP in respect of Synthetic Leases assuming such Synthetic Leases were accounted for as Capital Leases;

(d) all liabilities for borrowed money secured by any Lien with respect to any property owned by such Person (whether or not it has assumed or otherwise become liable for such liabilities);

(e) all its liabilities in respect of letters of credit or instruments serving a similar function issued or accepted for its account by banks and other financial institutions (whether or not representing obligations for borrowed money);

(f) all its liabilities (including delivery and payment obligations) under any Hedge Agreement of such Person; and

(g) any Guaranty of such Person with respect to liabilities of a type described in any of clauses (a) through (f) hereof.

Indebtedness of any Person shall include all obligations of such Person of the character described in clauses (a) through (g) to the extent such Person remains legally liable in respect thereof notwithstanding that any such obligation is deemed to be extinguished under GAAP.

"Indenture" shall mean the Indenture, dated as of the Closing Date, between the Issuer and the Indenture Trustee, as the same may be amended and supplemented from time to time.

"Indenture Trustee" means UMB Bank, N.A., not in its individual capacity but solely as Indenture Trustee under the Indenture, or any successor Indenture Trustee under the Indenture.

"Independent" means, when used with respect to any specified Person, that the Person (a) is in fact independent of the Issuer, any other obligor on the Notes, Diversified and any Affiliate of any of the foregoing Persons, (b) does not have any direct financial interest or any material indirect financial interest in the Issuer, any such other obligor, Diversified or any Affiliate of any of the foregoing Persons and (c) is not connected with the Issuer, any such other obligor, Diversified or any Affiliate of any of the foregoing Persons as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions.

"Initial Hedge Strategy" has the meaning specified in Section 4.28 of the Indenture.

"Institutional Investor" means (a) any Purchaser of a Note, (b) any holder of a Note holding (together with one or more of its affiliates) more than five percent (5%) of the aggregate principal amount of the Notes then outstanding, (c) any bank, trust company, savings and loan association or other financial institution, any pension plan, any investment company, any insurance company, any broker or dealer, or any other similar financial institution or entity, regardless of legal form, and (d) any Related Fund of any holder of any Note.

"Intercreditor Acknowledgement" means that certain Acknowledgment Agreement, dated April 9, 2020, by and between UMB Bank, N.A., as indenture trustee under the ABS I Indenture (in such capacity, the "ABS I Trustee") and as indenture trustee under the Indenture and KeyBank National Association, and acknowledged and agreed to by the Diversified Parties and Diversified ABS LLC.

"Interest Accrual Period" means, with respect to any Payment Date, the period from and including the preceding Payment Date (or, in the case of the initial Payment Date, the Closing Date) up to, but excluding, the current Payment Date.

"Interest Rate" means 5.25%.

"Investment Earnings" means, with respect to any Payment Date, the investment earnings (net of losses and investment expenses) on amounts on deposit in the Issuer Accounts to be deposited into the Collection Account on such Payment Date pursuant to Section 8.2(b) of the Indenture.

"Investment Letter" has the meaning specified in Section 2.4(c) of the Indenture.

"Investments" means all investments, in cash or by delivery of property made, directly or indirectly in any Person, whether by acquisition of shares of capital stock, Indebtedness or other obligations or securities or by loan, advance, capital contribution or otherwise.

"IO DSCR" means, as of any Quarterly Determination Date, beginning with the Payment Date occurring in October 2020, an amount equal to (a) the Securitized Net Cash Flow for each of the three (3) immediately preceding Collection Periods, *divided by* (b) the aggregate Note Interest with respect to the Notes over such three (3) immediately preceding Payment Dates.

"Issuer" means Diversified ABS Phase II LLC, a Delaware limited liability company.

"Issuer Account Property" means the Issuer Accounts, all amounts and investments held from time to time in any Issuer Account (whether in the form of deposit accounts, Physical Property, book-entry securities, uncertificated securities or otherwise), and all proceeds of the foregoing.

"Issuer Accounts" shall have the meaning specified in Section 8.2(e) of the Indenture.

"Issuer Order" or "Issuer Request" means a written order or request signed in the name of the Issuer by any one of its authorized officers and delivered to the Indenture Trustee.

"Joint Operating Agreement" means, as applicable, (i) the Joint Operating Agreement, dated as of November 13, 2019, by and between the Operator and DABS, as amended by the Amendment to Operating Agreement, dated as of the date hereof, by and among the Operator, DABS and the Issuer, and (ii) any other Joint Operating Agreement between any such parties.

"KeyBank Facility" means the loan facility made under the Amended, Restated and Consolidated Revolving Credit Agreement, dated as of December 7, 2018, among Diversified Corp, as borrower, KeyBank National Association, as administrative agent, and the lenders party thereto.

"Knowledge" means, with respect to any Diversified Party, the actual knowledge (following reasonable inquiry of direct reports) of any Executive Officer.

"Law" means any applicable United States or foreign, federal, state, regional, or local statute, law, code, rule, treaty, convention, order, decree, injunction, directive, determination or other requirement and, where applicable, any legally binding interpretation thereof by a Governmental Body having jurisdiction with respect thereto or charged with the administration or interpretation thereof (including, without limitation, any Governmental Rule).

"Leases" means the leases described on Exhibit C to the Separation Agreement.

"Lien" means a security interest, lien, charge, pledge, equity or encumbrance of any kind.

"Liquidity Reserve Account" means the account designated as such, established and maintained pursuant to Section 8.2(c) of the Indenture.

"Liquidity Reserve Account Initial Deposit" means cash or Permitted Investments having a value equal to the expected Note Interest and Senior Transaction Fees for the seven (7) Payment Dates following the Closing Date plus fifty percent (50%) of the expected Note Interest for the eighth Payment Date following the Closing Date, as determined by the Manager.

"Liquidity Reserve Account Required Balance" means an amount equal to 50% of the Liquidity Reserve Account Initial Deposit.

"Liquidity Reserve Account Target Amount" with respect to any Payment Date, an amount equal to the expected Note Interest and Senior Transaction Fees for the seven (7) Payment Dates following such Payment Date plus fifty percent (50%) of the expected Note Interest for the eighth Payment Date following such Payment Date, as determined by the Manager; but in no event less than the Liquidity Reserve Account Required Balance.

"LTV" means, as of any Annual Determination Date, an amount equal to (a) the excess of the Outstanding Principal Balance as of such date of determination over the amount then on deposit in the Collection Account divided by (b) the PV-10 as of such date of determination.

"Majority Noteholders" means Noteholders (other than any Diversified Party and each of their Affiliates) representing greater than fifty percent (50%) of the aggregate Outstanding Amount of Notes.

"Management Services Agreement" means the Management Services Agreement, dated as of the Closing Date, between the Manager and the Issuer, as amended from time to time.

"Manager" means Diversified Production LLC, in its capacity as manager under the Management Services Agreement, and any successor thereunder.

"Material" with respect to any Person means material in relation to the business, operations, affairs, financial condition, assets or properties of such Person.

"Material Adverse Effect" means a material adverse effect on (i) the business, operations, affairs, assets, properties, prospects, financial condition or results of operation of any Diversified Party, (ii) the validity, priority or enforceability of the Liens on the Collateral, taken as a whole, (iii) the ability of any Diversified Party, the Manager or the Operator to perform any material obligation under any Basic Document to which it is a party, (iv) the ability of the Indenture Trustee to enforce any Diversified Party, the Manager or the Operator obligations under the Basic Documents to which such person is a party in any material respect, or (v) the validity or enforceability against any Diversified Party, the Manager or the Operator of any Basic Document to which such person is a party.

"Material Manager Default" has the meaning specified in the Management Services Agreement.

"Moody's" means Moody Investors Service, Inc., or any successor to the rating agency business thereof.

"Mortgage" means any mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the Indenture Trustee, for the benefit of the Indenture Trustee, the Noteholders and the Hedge Counterparties, on real property of the Issuer, including any amendment, restatement, modification or supplement thereto.

"Multiemployer Plan" means any ERISA Plan that is a "multiemployer plan" (as such term is defined in section 4001(a)(3) of ERISA).

"NAIC" means the National Association of Insurance Commissioners.

"Net Revenue Interest" means, for any Well, the holder's share of the Hydrocarbons produced, saved and marketed therefrom (after satisfaction of all Burdens).

"Non-U.S. Plan" means any plan, fund or other similar program that (a) is established or maintained outside the United States of America by Diversified or the Issuer primarily for the benefit of employees of Diversified or the Issuer residing outside the United States of America, which plan, fund or other similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement or payments to be made upon termination of employment, and (b) is not subject to ERISA or the Code.

"Note Interest" means, with respect to any Payment Date, an amount equal to the sum of (i) interest accrued during the Interest Accrual Period at the Interest Rate with respect to the Notes on the Outstanding Principal Balance plus (ii) any accrued and unpaid Note Interest from prior Payment Dates, together with, to the extent permitted by Law, interest thereon at such Interest Rate during the Interest Accrual Period, calculated on the basis of a 360-day year consisting of twelve 30-day months.

"Note Purchase Agreement" means the Note Purchase Agreement, dated the Closing Date, among the Issuer, Diversified, Diversified Holdings and the Purchasers (as may be further modified, amended or supplemented).

"Note Register" has the meaning specified in Section 2.5(a) of the Indenture.

"Note Registrar" has the meaning specified in Section 2.5(a) of the Indenture.

"Noteholder" means the Person in whose name a Note is registered in the Note Register.

"Noteholder FATCA Information" means, with respect to any Noteholder, information sufficient to eliminate the imposition of, or determine the amount of, U.S. withholding tax under FATCA.

"Noteholder Tax Identification Information" means, with respect to any Noteholder, properly completed and signed tax certifications (generally, in the case of U.S. Federal Income Tax, IRS Form W-9 (or applicable successor form) in the case of a person that is a "United States Person" within the meaning of Section 7701(a)(30) of the Code or the appropriate IRS Form W-8 (or applicable successor form) in the case of a person that is not a "United States Person" within the meaning of Section 7701(a)(30) of the Code).

"Notes" means the 5.25% Notes, substantially in the form of Exhibit A to the Indenture.

"NRSRO" means any nationally recognized statistical rating agency recognized as such by the Commission.

"Observer" means any party engaged by or on behalf of the Issuer in accordance with the Back-up Management Agreement.

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

"OFAC Sanctions Program" means any economic or trade sanction that OFAC is responsible for administering and enforcing. A list of OFAC Sanctions Programs may be found at http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx.

"Officer's Certificate" means in the case of the Issuer, a certificate signed by a Responsible Officer of the Issuer, under the circumstances described in, and otherwise complying with, the applicable requirements of Section 12.1 of the Indenture, and delivered to the Indenture Trustee (unless otherwise specified, any reference in the Indenture to an Officer's Certificate shall be to an Officer's Certificate of a Responsible Officer of the Issuer), and in the case of the Manager or the Back-up Manager, a certificate signed by a Responsible Officer of the Manager or the Back- up Manager, as applicable.

"Oil and Gas Portfolio" means, as of any date of determination, all Assets then held by the Issuer.

"Operating Expenses" means the amounts chargeable to the Joint Account (as defined in the Joint Operating Agreement) with respect to Issuer's interest. Operating Expenses excludes any amounts otherwise paid by Issuer under the Basic Documents and any internal general and administrative expenses of Issuer.

"Operator" means Diversified Production LLC, in its capacity as operator under the Joint Operating Agreement, and any successor thereunder.

"Opinion of Counsel" means one or more written opinions of counsel who may, except as otherwise expressly provided in the Indenture, be an employee of or counsel to the Issuer (if satisfactory to the addressees of such opinion) and who shall be satisfactory to the addressees of such opinion, and which opinion or opinions if addressed to the Indenture Trustee, shall comply with any applicable requirements of Section 12.1 of the Indenture and shall be in form and substance satisfactory to the Indenture Trustee.

"Optional Redemption" means the redemption of the Notes by the Issuer in accordance with Section 10.1 of the Indenture.

"Order" means any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

"Organizational Documents" of any entity shall mean (a) in the case of a corporation, the articles or certificate of incorporation (or the equivalent of such items under state Law) and the bylaws of such corporation, (b) in the case of a limited liability company, the certificate or articles of existence or formation and the operating agreement of such limited liability company, (c) in the case of a limited partnership, the certificate of formation and limited partnership agreement of such limited partnership and the Organizational Documents of the general partner of such limited partnership, and (d) any equivalent documents to the foregoing under the state Law where such entity was organized or formed.

"Outstanding" means, as of the date of determination, all Notes theretofore authenticated and delivered under this Indenture except:

(a) Notes theretofore cancelled by the Note Registrar or delivered to the Note Registrar for cancellation;

(b) Notes or portions thereof the payment for which money in the necessary amount has been theretofore deposited with the Indenture Trustee or any Paying Agent in trust for the Holders of such Notes (provided, however, that if such Notes are to be redeemed, notice of such redemption has been duly given or waived pursuant to this Indenture or provision for such notice or waiver has been made which is satisfactory to the Indenture Trustee); and

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Indenture unless proof satisfactory to the Indenture Trustee is presented that any such Notes are held by a protected purchaser;

provided, that in determining whether the Holders of the requisite Outstanding Amount have given any request, demand, authorization, direction, notice, consent or waiver hereunder or under any Basic Document, Notes owned by the Issuer, any other obligor upon the Notes, Diversified or any Affiliate of any of the foregoing Persons shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Indenture Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes that a Responsible Officer of the Indenture Trustee has actual knowledge are so owned shall be so disregarded. Notes so owned that have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Indenture Trustee the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer, any other obligor upon the Notes, Diversified or any Affiliate of any of the foregoing Persons.

"Outstanding Amount" means the aggregate principal amount of all Notes outstanding at the date of determination.

"Outstanding Principal Balance" means, as of any date of determination, the Initial Principal Balance of the Notes less the sum of all amounts distributed to the Noteholders on or prior to such date in respect of principal, including with respect to any redemption of Notes.

"Paying Agent" means the Indenture Trustee or any other Person that meets the eligibility standards for the Indenture Trustee specified in Section 6.11 of the Indenture and is authorized by the Issuer to make payments to and distributions from the Collection Account including payments of principal of or interest on the Notes on behalf of the Issuer.

"Payment Date" means, with respect to each Collection Period, the 28th day of the following month or, if such day is not a Business Day, the immediately following Business Day. The initial Payment Date will be July 28, 2020.

"Payment Date Compliance Certificate" means the certificate delivered pursuant to Section 7.1(e) of the Indenture.

"Payment Date Report" means a certificate of the Manager delivered pursuant to Section 8.6 of the Indenture.

"Payment Determination Date" means, with respect to any Payment Date, two (2) Business Days immediately preceding such Payment Date.

"Permitted Dispositions" means the sale, or exchange for Additional Assets, of Assets by the Issuer at a price or value equal to fair market value at the time of such sale or exchange, subject to the following limitations:

(a) the aggregate amount of Assets sold or exchanged does not exceed 25% of the initial purchase price of the Assets;

(b) the aggregate amount of Assets sold to any Affiliate of Diversified does not exceed 5% of the value of the Assets;

(c) the selection procedures used in selecting such Assets would not reasonably be expected to be materially adverse to the Noteholders;

(d) the DSCR shall not be less than 1.30 to 1.00, the IO DSCR shall not be less than 2.00 to 1.00 and the LTV shall not be greater than 85% on a pro forma basis after giving effect to such sale or exchange and the application of the proceeds therefrom to the purchase of Additional Assets or the repayment Notes, as applicable;

(e) to the extent that any Rating Agency rates the Notes, the Rating Agency Condition shall have been satisfied; and

(f) no sale, or exchange for Additional Assets, of Assets may occur during the continuance of any Default, Event of Default, or Rapid Amortization Event.

"Permitted Indebtedness" shall have the meaning specified in Section 4.21 of the Indenture.

"Permitted Investments" means (i) direct obligations of the United States of America or any agency thereof, or shares of money market funds that invest solely in such obligations, (ii) obligations fully guaranteed by the United States of America and certificates of deposit issued by, or bankers' acceptances of, or time deposits, demand deposits or overnight deposits with, any bank, trust company or national banking association incorporated or doing business under the Laws of the United States of America or one of the states thereof having combined capital and surplus and retained earnings of at least $250,000,000, (iii) commercial paper of companies, banks, trust companies or national banking associations incorporated or doing business under the Laws of the United States of America or one of the states thereof and in each case having a rating assigned to such commercial paper by S&P or Moody's (or, if neither such organization shall rate such commercial paper at any time, by any nationally recognized rating organization in the United States of America) equal to the highest rating assigned by such organizations and (iv) money market funds which (a) invest primarily in obligations of the United States of America or any agency thereof, corporate bonds, certificates of deposit, commercial paper rated AAAmmf or better by Fitch and P-1 or better by Moody's, repurchase agreements, time deposits, asset-backed securities, mortgage-backed securities, banker's acceptances, municipal bonds, and floating rate and variable rate securities and (b) have a rating assigned to such fund by Moody's, or Fitch equal to "AAAmmf", or "AAA/V-1+", respectively, or better. In no event shall any investment be eligible as a "Permitted Investment" unless the final maturity or date of return of such investment is thirty-one (31) days or less from the date of purchase thereof.

"Permitted Liens" shall have the meaning assigned to the term "Permitted Encumbrance" in the Separation Agreement.

"Person" means any individual, corporation, limited liability company, estate, partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization or government or any agency or political subdivision thereof.

"Physical Property" means instruments within the meaning of Section 9-102(a)(47) of the UCC and certificated securities within the meaning of Section 8-102 of the UCC.

"Placement Agent" means Guggenheim Securities, LLC, as placement agent.

"Plan" means any (a) "employee benefit plan" as defined in Section 3(3) of ERISA that is subject to Title I of ERISA, (b) "plan" described in Section 4975(e)(1) of the Code that is subject to Section 4975 of the Code; (c) entity or account whose underlying assets are deemed to include "plan assets" (within the meaning of the Department of Labor regulation located at 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA) or (d) plan, entity or account that is subject to any U.S. federal, state, non-U.S. or local Law that is substantially similar to Title I of ERISA or Section 4975 of the Code.

"Plan of Division" shall have the meaning assigned to such term in the Separation Agreement.

"Predecessor Note" means, with respect to any particular Note, every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purpose of this definition, any Note authenticated and delivered under Section 2.6 of the Indenture in lieu of a mutilated, lost, destroyed or stolen Note shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Note.

"Principal Distribution Amount" means, as of any Payment Date, (1) prior to the occurrence of a Rapid Amortization Event, the Scheduled Principal Distribution Amount plus any unpaid Scheduled Principal Distribution Amounts from prior Payment Dates, and (2) on or after the occurrence of a Rapid Amortization Event, all Available Funds for such Payment Date after giving effect to the distributions in clauses (A) through (D) of Section 8.6(i) of the Indenture on such Payment Date; provided, that the Principal Distribution Amount as of any Payment Date shall not exceed the Outstanding Principal Balance as of such Payment Date.

"Private Letter Rating" means a letter delivered by a Rating Agency with respect to the Notes that includes the following elements:

(a) The rating on the Notes with specific reference to any private placement number(s) issued for the Notes by Standard & Poor's CUSIP Service Bureau or other information that uniquely identifies the Notes, including coupon and maturity;

(b) A statement that the rating of the Notes will be maintained and a rating letter will be produced at least once every calendar year;

(c) A statement that the rating encompasses the expectation of timely payment of principal and interest as scheduled; and

(d) A statement that such letter may be shared with the holders' regulatory and self- regulatory bodies (including the SVO of the NAIC) and auditors of the holder of the Notes without need for a non-disclosure agreement with the Rating Agency.

"Proceeding" means any suit in equity, action at Law or other judicial or administrative proceeding.

"Production Tracking Rate" means, with respect to any Semi-Annual Determination Date beginning with the Payment Date occurring in January 2021, the quotient of (a) the aggregate production volume with respect to the Oil and Gas Portfolio actually realized over the six (6) calendar months immediately preceding such date of determination over (b) the aggregate production volume with respect to the Oil and Gas Portfolio projected in the most recent Reserve Report for the six (6) corresponding calendar months.

"Purchaser" or "Purchasers" means the purchasers listed on Schedule B to the Note Purchase Agreement.

"PV-10" means the value calculated in the most recent Reserve Report delivered pursuant to Section 8.5 of the Indenture consisting of the discounted present value (using ten percent (10.0%) discount rate) of the projected net cash flows from the Oil and Gas Portfolio using commodity strip prices, calculated on an annual basis (or, to the extent the Manager in its discretion obtains an updated Reserve Report prior to any otherwise scheduled annually updated Reserve Report, calculated on a more frequent basis to reflect the projected proceeds described in such updated Reserve Report).

"Quarterly Determination Date" means the Payment Determination Dates in the months of January, April, July and October.

"Rapid Amortization Event" means the occurrence of (i) any Event of Default under the Indenture, (ii) a Warm Trigger Event or (iii) any Material Manager Default under the Management Services Agreement.

"Rating Agency" means (i) Fitch and (ii) if Fitch does not issue a senior unsecured long- term debt rating, corporate credit rating or issuer rating for the applicable Person or fails to make such rating publicly available, a "nationally recognized statistical rating organization" registered under the Exchange Act that is consented to by the Majority Noteholders.

"Rating Agency Condition" means, with respect to any action, that each Rating Agency then rating a class of Notes shall have received five (5) Business Days' (or such shorter period as shall be acceptable to each Rating Agency) prior written notice and shall not have notified the Issuer that such action will result in a downgrade or withdrawal of the then current rating on any class of Notes.

"Rating Agency Contact" shall mean latamsfsurveillance@fitchratings.com.

"Record Date" means, with respect to a Payment Date or Redemption Date, the last day of the immediately preceding calendar month.

"Redemption Date" means, (i) in the case of a redemption of the Notes pursuant to Section 10.1(a) of the Indenture, the Payment Date specified by the Issuer pursuant to Section 10.1(a) of the Indenture, and (ii) in the case of a redemption of the Notes pursuant to Section 10.1(b) of the Indenture, any Payment Date within 90 days of the triggering Change of Control, as specified by the Issuer pursuant to Section 10.1(b) of the Indenture.

"Redemption Price" means, with respect to any redemption of Notes pursuant to Section 10.1(a) of the Indenture, (i) prior to April 9, 2025, an amount equal to 100% of the principal amount thereof, plus the Applicable Premium, plus accrued and unpaid interest, if any, to, but not including, the Redemption Date, and (ii) on or after April 9, 2025, an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the Redemption Date.

"Related Fund" means, with respect to any Holder of any Note, any fund or entity that (a) invests in Securities or bank loans, and (b) is advised or managed by such holder, the same investment advisor as such holder or by an affiliate of such holder or such investment advisor.

"Reserve Report" means initially the Separation Agreement Reserve Report and upon delivery of the updated reserve report required with respect to the Assets pursuant to Section 8.5 of the Indenture, a reserve report in form and substance substantially similar to the Separation Agreement Reserve Report (as adjusted for new information) and otherwise reasonably acceptable to the Majority Noteholders, setting forth as of the date of the report the oil and gas reserves of the Issuer, together with a projection of the rate of production and future net income, Taxes, Operating Expenses and capital expenditures with respect to the Assets as of that date based on good faith and reasonable economic assumptions provided by the Manager, containing customary assumptions, qualifications and exclusions, and prepared by Wright & Company, Inc. or another nationally recognized independent petroleum engineering firm reasonably acceptable to the Majority Noteholders; provided, that upon the reasonable request of the Majority Noteholders, the Majority Noteholders may, at their sole expense, independently audit the economic assumptions provided by the Manager.

"Responsible Officer" means, (x) with respect to the Indenture Trustee, any officer within the Corporate Trust Office of the Indenture Trustee, including any vice president, assistant vice president, assistant secretary, senior associate, associate, trust officer or any other officer, employee or other person of the Indenture Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular matter, any other officer to whom such matter is referred because of such officer's knowledge of and familiarity with the particular subject, in each case, who shall have direct responsibility for the administration of this Indenture, (y) with respect to the Issuer any officer, including any president, vice president, secretary or any other officer performing functions similar to those performed by such officers, and (z) with respect to Diversified Corp or Diversified, any officer, including any president, vice president, secretary or any other officer performing functions similar to those performed by such officers.

"Risk Retained Interest": The limited liability company interests in the Issuer representing, at the Closing Date, a fair value of not less than five percent (5%) of the fair value of all "ABS interests" (as defined in the U.S. Credit Risk Retention Rules) of the Issuer, determined using a fair value measurement framework under GAAP.

"Rule 144A" means Rule 144A promulgated under the Securities Act.

"Rule 17g-5" has the meaning specified in Section 12.19(a) of the Indenture.

"Schedule of Assets" shall mean Exhibit B to the Separation Agreement specifying the Assets being transferred, as such Schedule may be amended from time to time.

"Scheduled Principal Distribution Amount" means, as of any date of determination, the amount indicated on Schedule B to the Indenture with respect to such date.

"Securities" or "Security" shall have the meaning specified in section 2(a)(1) of the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Intermediary" shall have the meaning specified in Section 8.2(f) of the Indenture.

"Securitized Net Cash Flow" means, with respect to any Collection Period, the sum of the aggregate proceeds of the Oil and Gas Portfolio deposited in the Collection Account during such Collection Period, the aggregate of the Equity Contribution Cures, if any, deposited in the Collection Account during such Collection Period, and the net proceeds of any Hedging Agreements received by the Issuer during such Collection Period in excess of amounts payable pursuant to clauses (ii)(A) and (B) of Section 8.6 of the Indenture with respect to such Collection Period.

"Semi-Annual Determination Date" means the Payment Determination Dates in the months of January and July.

"Senior Financial Officer" means, with respect to Diversified, the chief financial officer, principal accounting officer, treasurer or comptroller (or any other officer holding a title or role similar to any of the foregoing) of Diversified.

"Senior Transaction Fees" means any fees or expenses payable pursuant to clauses (i)(A) and (B) of Section 8.6 of the Indenture.

"Separation" shall have the meaning assigned to such term in the Separation Agreement.

"Separation Agreement" means the Separation Agreement, dated as of the Closing Date, between Diversified and the Issuer.

"Separation Agreement Reserve Report" means that certain evaluation of oil and gas reserves prepared for Diversified Gas & Oil Plc by Wright & Company, Inc. effective December 31, 2019, with respect to the Assets.

"Similar Law" means any U.S. federal, state, non-U.S. or local Law that is substantially similar to Title I of ERISA or Section 4975 of the Code.

"Standard & Poor's" or "S&P" means S&P Global Ratings, a division of S&P Global Inc., or any successor to the rating agency business thereof.

"State" means any one of the 50 States of the United States of America or the District of Columbia.

"Statement of Division" shall have the meaning assigned to such term in the Separation Agreement.

"State Sanctions List" means a list that is adopted by any state Governmental Body within the United States of America pertaining to Persons that engage in investment or other commercial activities in Iran or any other country that is a target of economic sanctions imposed under U.S. Economic Sanctions Laws.

"Subsidiary" means, as to any Person, any other Person in which such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar functions) of such second Person, and any partnership or joint venture if more than a fifty percent (50%) interest in the profits or capital thereof is owned by such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries (unless such partnership or joint venture can and does ordinarily take major business actions without the prior approval of such Person or one or more of its Subsidiaries). Unless the context otherwise clearly requires, any reference to a "Subsidiary" is a reference to a Subsidiary of the Issuer.

"SVO" means the Securities Valuation Office of the NAIC.

"Synthetic Lease" means, at any time, any lease (including leases that may be terminated by the lessee at any time) of any property (a) that is accounted for as an operating lease under GAAP and (b) in respect of which the lessee retains or obtains ownership of the property so leased for U.S. federal income tax purposes, other than any such lease under which such Person is the lessor.

"Tax" or "Taxes" means any and all federal, state, provincial, local, foreign and other taxes, levies, fees, imposts, duties, assessments, and other governmental charges imposed by any Governmental Body, including income, profits, franchise, withholding, employment, social security (or similar), disability, occupation, ad valorem, property, value added, capital gains, sales, goods and services, use, real or personal property, capital stock, license, branch, payroll, estimated, unemployment, severance, compensation, utility, stamp, occupation, premium, windfall profits, transfer, gains, production and excise taxes, and customs duties, together with any interest, penalties, fines or additions thereto.

"Threatened" means a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made (orally or in writing) to a Diversified Party or any officers, directors, or employees of a Diversified Party that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

"Transferor Certificate" has the meaning specified in Section 2.4(c) of the Indenture.

"Treasury Rate" means, in respect of any date of redemption of Notes pursuant to Section 10.1 of the Indenture, the yield to maturity as of the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 that has become publicly available at least two Business Days prior to the applicable Redemption Date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the Redemption Date to April 9, 2025; provided, however, that if the period from the Redemption Date to March April 9, 2025, is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used. The Issuer will (1) calculate the Treasury Rate no later than the second (and no earlier than the fourth) Business Day preceding the applicable Redemption Date and (2) prior to such Redemption Date file with the Indenture Trustee an Officers' Certificate setting forth the Applicable Premium and the Treasury Rate and showing the calculation of each in reasonable detail.

"Treasury Regulations" shall mean regulations, including proposed or temporary regulations, promulgated under the Code. References herein to specific provisions of proposed or temporary regulations shall include analogous provisions of final Treasury Regulations or other successor Treasury Regulations.

"UCC" means, unless the context otherwise requires, the Uniform Commercial Code, as in effect in the relevant jurisdiction, as amended from time to time.

"U.S. Economic Sanctions Laws" means those Laws, executive orders, enabling legislation or regulations administered and enforced by the United States pursuant to which economic sanctions have been imposed on any Person, entity, organization, country or regime, including the Trading with the Enemy Act, the International Emergency Economic Powers Act, the Iran Sanctions Act, the Sudan Accountability and Divestment Act and any other OFAC Sanctions Program.

"USA PATRIOT Act" means United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

"U.S. Person" means:

(a) a citizen or resident of the United States for U.S. federal income tax purposes;

(b) an entity treated as a corporation or partnership for U.S. federal income tax purposes, except to the extent provided in applicable U.S. Department of Treasury regulations, created or organized in or under the Laws of the United States, any state or the District of Columbia, including an entity treated as a corporation or partnership for U.S. federal income tax purposes;

(c) an estate the income of which is subject to U.S. federal income taxation regardless of its source;

(d) an entity treated as a trust for U.S. federal income tax purposes if a court within the United States is able to exercise primary supervision over the administration of such trust, and one or more such U.S. Persons have the authority to control all substantial decisions of such trust; or

(e) to the extent provided in applicable U.S. Department of Treasury regulations, certain trusts in existence on August 20, 1996, which are eligible to elect to be treated as U.S. Persons.

"Warm Back-up Management Duties" shall have the meaning set forth in the Back-up Management Agreement.

"Warm Trigger Event" will be continuing as of any Payment Date for so long as (i) the DSCR as of such Payment Date is less than 1.15 to 1.00, (ii) the Production Tracking Rate as of such Payment Date is less than eighty percent (80%) or (iii) the LTV as of such Payment Date is greater than eighty-five percent (85%).

"Wellbore Interests" has the meaning specified in the Separation Agreement.

"Wells" has the meaning specified in the Separation Agreement.

"Working Interest" means, for any Well, that share of costs and expenses associated with the exploration, maintenance, development, and operation of such Well that the holder of the interest is required to bear and pay.

PART II - RULES OF CONSTRUCTION

(A) Accounting Terms. As used in this Appendix or the Basic Documents, accounting terms which are not defined, and accounting terms partly defined, herein or therein shall have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms in this Appendix or the Basic Documents are inconsistent with the meanings of such terms under generally accepted accounting principles, the definitions contained in this Appendix or the Basic Documents will control.

(B) "Hereof," etc.: The words "hereof," "herein" and "hereunder" and words of similar import when used in this Appendix or any Basic Document will refer to this Appendix or such Basic Document as a whole and not to any particular provision of this Appendix or such Basic Document; and Section, Schedule and Exhibit references contained in this Appendix or any Basic Document are references to Sections, Schedules and Exhibits in or to this Appendix or such Basic Document unless otherwise specified. The word "or" is not exclusive.

(C) Use of "related" as used in this Appendix and the Basic Documents, with respect to any Payment Date, the "related Payment Determination Date," the "related Collection Period," and the "related Record Date" will mean the Payment Determination Date, the Collection Period, and the Record Date, respectively, immediately preceding such Payment Date. With respect to the Divestiture Date, the "related Cutoff Date" will mean the Cutoff Date established for the closing of the transfer of Assets on the Divestiture Date.

(D) Amendments. Any agreement or instrument defined or referred to in the Basic Documents or in any instrument or certificate delivered in connection herewith shall mean such agreement or instrument as from time to time amended, modified or supplemented and includes references to all attachments thereto and instruments incorporated therein.

(E) Number and Gender. Each defined term used in this Appendix or the Basic Documents has a comparable meaning when used in its plural or singular form. Each gender- specific term used in this Appendix or the Basic Documents has a comparable meaning whether used in a masculine, feminine or gender-neutral form.

(F) Including. Whenever the term "including" (whether or not that term is followed by the phrase "but not limited to" or "without limitation" or words of similar effect) is used in this Appendix or the Basic Documents in connection with a listing of items within a particular classification, that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or exclusive listing of, the items within that classification.

(G) UCC References. References to sections or provisions of Article 9 of the UCC in any of the Basic Documents shall be deemed to be automatically updated to reflect the successor, replacement or functionally equivalent sections or provisions of Revised Article 9, Secured Transactions (2000) at any time in any jurisdiction which has made such revised article effective.

SCHEDULE A

Schedule of Assets

[**Omitted**]

Sch. A

SCHEDULE B

Scheduled Principal Distribution Amounts

[**Omitted**]

SCHEDULE 3.3

Schedule of Legal Proceedings and Orders

[**Omitted**]

SCHEDULE 3.4(b)

Schedule of Compliance with Laws and Governmental Authorizations

[**Omitted**]

Sch. 3.4(b)

SCHEDULE 3.7

Schedule of Employee Benefit Plans

[**Omitted**]

EXHIBIT A

FORM OF NOTE

[**Omitted**]

EXHIBIT B

FORM OF TRANSFEROR CERTIFICATE

[**Omitted**]

EXHIBIT C

FORM OF INVESTMENT LETTER

[**Omitted**]

EXHIBIT D

FORM OF STATEMENT TO NOTEHOLDERS

[**Omitted**]

Exhibit 4.27

CERTAIN INFORMATION IN THIS DOCUMENT, MARKED BY [***] HAS BEEN EXCLUDED. SUCH EXCLUDED INFORMATION IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED.

Execution Version

INDENTURE

by and among

DIVERSIFIED ABS PHASE III LLC,
as Issuer,

DIVERSIFIED ABS PHASE III MIDSTREAM LLC,

DIVERSIFIED ABS III UPSTREAM LLC,
as Guarantors,

and

UMB BANK, N.A.,
as Indenture Trustee and Securities Intermediary

Dated as of February 4, 2022

TABLE OF CONTENTS

THIS INDENTURE dated as of February 4, 2022 (as it may be amended and supplemented from time to time, this "Indenture") is between Diversified ABS Phase III LLC, a Delaware limited liability company (the "Issuer"), Diversified ABS Phase III Midstream LLC, a Pennsylvania limited liability company ("Diversified ABS III Midstream"), Diversified ABS III Upstream LLC, a Pennsylvania limited liability company ("Diversified ABS III Upstream" and together with Diversified ABS III Midstream, the "Guarantors"), and UMB Bank, N.A., a national banking association, as indenture trustee and not in its individual capacity (the "Indenture Trustee") and as Securities Intermediary (as defined herein).

Each party agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Holders of the Issuer's 4.875% Class A Notes and the Hedge Counterparties:

GRANTING CLAUSE

The Issuer and the Guarantors (collectively, the "Issuer Parties" and each, an "Issuer Party") hereby Grant to the Indenture Trustee on the Closing Date, as Indenture Trustee for the benefit of the Holders of the Notes and the Hedge Counterparties, all of the Issuer Parties' right, title and interest, whether now or hereafter acquired, and wherever located, in and to, as applicable (a) the Assets and all monies received thereon and in respect thereof after the Cutoff Date; (b) the Issuer Accounts and Hedge Collateral Accounts and all funds on deposit in, and "financial assets" (as such term is defined in the UCC as from time to time in effect), instruments, money, and other property credited to or on deposit in the Issuer Accounts and Hedge Collateral Accounts, from time to time, including the Liquidity Reserve Account Initial Deposit, and in all investments and proceeds thereof (including all income thereon); (c) the Midstream Assets; (d) the Management Services Agreement; (e) the Hedge Agreements; (f) each Joint Operating Agreement; (g) the Back- up Management Agreement; (h) the Separation Agreement; (i) the Plan of Division; (j) the Statement of Division; (k) the Pledge Agreement; (l) the Pipeline Operating Agreement; (m) the Contribution Agreement; (n) each other Basic Document to which it is a party; (o) all accounts, chattel paper, commercial tort claims, deposit accounts, documents, general intangibles, goods, instruments, investment property, letter-of-credit rights, letters of credit, money, and oil, gas, and other minerals; (p) all proceeds of any and all of the foregoing insofar as relating to the Assets and all present and future claims, demands, causes of action and choses in action in respect of any or all of the foregoing insofar as relating to the Assets and all payments on or under and all proceeds of every kind and nature whatsoever in respect of any or all of the foregoing insofar as relating to the Assets, including all proceeds of the conversion thereof, voluntary or involuntary, into cash or other liquid property, all cash proceeds, accounts, accounts receivable, notes, drafts, acceptances, chattel paper, checks, deposit accounts, insurance proceeds, condemnation awards, rights to payment of any and every kind and other forms of obligations and receivables, instruments, general intangibles and other property which at any time constitute all or part of or are included in the proceeds of any of the foregoing; (q) all limited liability company interests in Diversified ABS III Upstream and Diversified ABS III Midstream, including, without limitation: (i) all limited liability company interests, as such term is defined in the Delaware Limited Liability Company Act; (ii) all governance rights, including, without limitation, all rights to vote, consent to action, and otherwise participate in the management of the business and affairs of the LLC; and (iii) all informational rights, including, without limitation, all rights to receive notices, company records, tax records and all other information related to each such party, and (r) all proceeds of any and all of the foregoing (collectively, the "Collateral").

The foregoing Grant is made in trust to secure the payment of principal of and interest on, and any other amounts owing in respect of, the Notes and payments due to the Hedge Counterparties under the applicable Hedge Agreements (including any termination payments and any other amounts owed thereunder), equally and ratably without prejudice, priority or distinction, and to secure compliance with the provisions of this Indenture, all as provided in this Indenture.

The Indenture Trustee, as Indenture Trustee on behalf of the Holders of the Notes and each Hedge Counterparty, acknowledges such Grant, and accepts the trusts under this Indenture in accordance with the provisions of this Indenture and agrees to perform its duties required in this Indenture.

ARTICLE I

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.1 Definitions.

Certain capitalized terms used in this Indenture shall have the respective meanings assigned to them in Part I of Appendix A attached hereto. All references herein to "the Indenture" or "this Indenture" are to this Indenture as it may be amended, supplemented or modified from time to time, the exhibits hereto and the capitalized terms used herein which are defined in such Appendix A. All references herein to Articles, Sections, subsections and exhibits are to Articles, Sections, subsections and exhibits contained in or attached to this Indenture unless otherwise specified. All terms defined in this Indenture shall have the defined meanings when used in any certificate, notice, Note or other document made or delivered pursuant hereto unless otherwise defined therein. The rules of construction set forth in Part II of such Appendix A shall be applicable to this Indenture.

ARTICLE II

THE NOTES

Section 2.1 Form.

(a) The Notes, together with the Indenture Trustee's certificate of authentication, shall be in substantially the forms set forth in Exhibit 0-1 and Exhibit A-2 to this Indenture with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may, consistently herewith, be determined by the officers of the Issuer executing such Notes, as evidenced by their execution of the Notes. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

(b) The Definitive Notes and the Global Notes representing Book-Entry Notes shall be typewritten, printed, lithographed or engraved or produced by any combination of these methods (with or without steel engraved borders), all as determined by the officers of the Issuer executing such Notes, as evidenced by their execution of such Notes.

(c) Each Note shall be dated the date of its authentication. The terms of the Notes set forth in Exhibit 0-1 and Exhibit A-2 are part of the terms of this Indenture.

(d) The Class A-1 Notes will be issued as Definitive Notes and the Class A-2 Notes will be issued as Global Notes.

Section 2.2 Execution, Authentication and Delivery.

(a) The Notes shall be executed on behalf of the Issuer by any of its authorized officers. The signature of any such authorized officer on the Notes may be manual or facsimile.

(b) Notes bearing the manual or facsimile signature of individuals who were at any time authorized officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Notes or did not hold such offices at the date of such Notes.

(c) The Indenture Trustee shall upon receipt of an Issuer Order authenticate and deliver the Notes for original issue in an aggregate initial principal amount of $365,000,000. The aggregate principal amount of the Notes outstanding at any time may not exceed such amount except as provided in Section 2.6. Without limiting the generality of the foregoing, the Issuer Order shall specify whether the Notes shall be issuable as Definitive Notes or as Book-Entry Notes.

(d) Each Note shall be dated the date of its authentication. Except as otherwise described in this paragraph, the Notes shall be issuable as registered Notes in minimum denominations of $1,000,000 and in integral multiples of $1,000 in excess thereof. Notwithstanding any other provision in this Indenture or the Note Purchase Agreement, transfers of ownership or beneficial interests or participations in the Notes shall not be recognized if the result of such a transfer or participation is the creation of ownership or beneficial ownership of such Note in a principal amount that is less than the minimum denominations set forth in this Section 2.2.

(e) No Note shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Note a certificate of authentication substantially in the form provided for herein executed by the Indenture Trustee by the manual signature of one of its authorized signatories, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly authenticated and delivered hereunder.

Section 2.3 Form of Notes.

(a) If the Issuer establishes pursuant to Section 2.2(c) that the Notes are to be issued as Book-Entry Notes, then the Issuer will execute and the Indenture Trustee or its agent will, in accordance with Section 2.2, authenticate and deliver, one or more definitive Global Notes, which (1) will represent, and will be denominated in an amount equal to the aggregate initial Note balance to be represented by such Global Note or Notes, or such portion thereof as the Issuer will specify in an Issuer Order, (2) will be registered in the name of the Depository for such Global Note or Notes or its nominee; (3) will be delivered by the Indenture Trustee or its agent to the Depository or pursuant to the Depository's instruction (and which may be held by the Indenture Trustee or an agent of the Indenture Trustee as custodian for the Depository, if so specified in the related Depository Agreement), (4) if applicable, will bear a legend substantially to the following effect: "Unless this Note is presented by an authorized representative of DTC, to the Issuer or its agent for registration of transfer, exchange or payment, and any Note issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein" and (5) may bear such other legend as the Issuer, upon advice of counsel, deems to be applicable.

(b) The Note Registrar and the Indenture Trustee may deal with the Depository as the sole Noteholder of the Book-Entry Notes except as otherwise provided in this Indenture.

(c) The rights of the Noteholders may be exercised only through the Depository and will be limited to those established by law and agreements between the Noteholders and the Depository and/or its participants under the Depository Agreement.

(d) The Depository will make book-entry transfers among its participants and receive and transmit payments of principal of and interest on the Book-Entry Notes to the participants.

(e) The Indenture Trustee, the Note Registrar, and the Paying Agent shall have no responsibility or liability for any actions taken or not taken by the Depository.

(f) If this Indenture requires or permits actions to be taken based on instructions or directions of the Noteholders of a stated percentage of Note Balance of the Notes, the Depository will be deemed to represent those Noteholders only if it has received instructions to that effect from Noteholders and/or the Depository's participants owning or representing, the required percentage of the beneficial interest of the Notes and has delivered the instructions to the Indenture Trustee.

(g) The Issuer in issuing Notes may use “CUSIP” numbers (if then generally in use), and, if so, the Indenture Trustee shall use “CUSIP” numbers in notices of redemption as a convenience to Noteholders; provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption shall not be affected by any defect in or omission of such numbers. The Issuer will promptly notify the Indenture Trustee in writing of any change in the “CUSIP” numbers.

(h) Transfers of Global Notes only to Depository Nominees. Notwithstanding any other provisions of this Section 2.3 or of Section 2.4, and subject to the provisions of clause (i) below, unless the terms of a Global Note expressly permits such Global Note to be exchanged in whole or in part for individual Notes, a Global Note may be transferred, in whole but not in part and in the manner provided in Section 2.4, only to a nominee of the Depository for such Global Note, or to the Depository, or a successor Depository for such Global Note selected or approved by the Issuer, or to a nominee of such successor Depository.

(i) Limited Right to Receive Definitive Notes. Except under the limited circumstances described below, Noteholders of beneficial interests in Global Notes will not be entitled to receive Definitive Notes. With respect to issued Notes:

(i) If at any time the Depository for a Global Note notifies the Issuer that it is unwilling or unable to continue to act as Depository for such Global Note, the Issuer will appoint a successor Depository with respect to such Global Note. If a successor Depository for such Global Note is not appointed by the Issuer within ninety (90) days after the Issuer receives such notice or becomes aware of such ineligibility, the Issuer will execute, and the Indenture Trustee or its agent will, in accordance with Section 2.4 and with the Issuer Order delivered to the Indenture Trustee or its agent under Section 2.4 requesting the authentication and delivery of individual Notes of such Series or Class in exchange for such Global Note, will authenticate and deliver, individual Notes of such Class of like tenor and terms in an aggregate initial Note balance equal to the initial Note balance of the Global Note in exchange for such Global Note.

(ii) The Issuer may at any time and in its sole discretion determine that the Notes of any Class or portion thereof issued or issuable in the form of one or more Global Notes will no longer be represented by such Global Note or Notes. In such event the Issuer will execute, and the Indenture Trustee or its agent in accordance with Section 2.4 and with the Issuer Certificate delivered to the Indenture Trustee or its agent under Section 2.4 for the authentication and delivery of individual Notes in exchange in whole or in part for such Global Note, will authenticate and deliver individual Notes of like tenor and terms in definitive form in an aggregate initial Note balance equal to the initial Note balance of such Global Note or Notes representing such portion thereof in exchange for such Global Note or Notes.

(iii) If specified by the Issuer pursuant to Sections 2.2 and 2.4 with respect to Notes issued or issuable in the form of a Global Note, the Depository for such Global Note may surrender such Global Note in exchange in whole or in part for individual Notes of like tenor and terms in definitive form on such terms as are acceptable to the Issuer and such Depository. Thereupon the Issuer will execute, and the Indenture Trustee or its agent will, in accordance with Section 2.02 and with the Issuer Order delivered to the Indenture Trustee or its agent under Section 2.02, authenticate and deliver, without service charge, (A) to each Person specified by such Depository a new Note or Notes of like tenor and terms and of any authorized denomination as requested by such Person in an aggregate initial Note balance equal to the initial Note balance of the portion of the Global Note or Notes specified by the Depository and in exchange for such Person's beneficial interest in the Global Note; and (B) to such Depository a new Global Note of like tenor and terms and in an authorized denomination equal to the difference, if any, between the initial Note balance of the surrendered Global Note and the aggregate initial Note balance of Notes delivered to the Noteholders thereof.

(iv) If any Event of Default has occurred with respect to such Global Notes, and Noteholders evidencing more than 50% of the Global Notes of that Class (measured by voting interests) advise the Indenture Trustee and the Depository that a Global Note is no longer in the best interest of the Noteholders, the Owners of Global Notes may exchange their beneficial interests in such Notes for Definitive Notes in accordance with the exchange provisions herein.

(v) In any exchange provided for in any of the preceding four paragraphs, the Issuer will execute and the Indenture Trustee or its agent will, in accordance with Section 2.2 and with the Issuer Order delivered to the Indenture Trustee or its agent under Section 2.2, authenticate and deliver Definitive Notes in definitive registered form in authorized denominations. Upon the exchange of the entire initial Note balance of a Global Note for Definitive Notes, such Global Note will be canceled by the Indenture Trustee or its agent. Except as provided in the preceding paragraphs, Notes issued in exchange for a Global Note pursuant to this Section will be registered in such names and in such authorized denominations as the Depository for such Global Note, pursuant to instructions from its direct or indirect participants or otherwise, will instruct the Indenture Trustee or the Note Registrar. The Indenture Trustee or the Note Registrar will deliver such Notes to the Persons in whose names such Notes are so registered.

Section 2.03A Beneficial Ownership of Global Notes.

Until Definitive Notes have been issued to the applicable Noteholders to replace any Global Notes pursuant to Section 2.3(a):

(a) the Issuer and the Indenture Trustee may deal with the applicable clearing agency or Depository and the Depository Participants for all purposes (including the making of payments) as the authorized representatives of the respective Noteholders; and

(b) the rights of the respective Noteholders will be exercised only through the applicable Depository and the Depository Participants and will be limited to those established by law and agreements between such Noteholders and the Depository and/or the Depository Participants. Pursuant to the operating rules of the applicable Depository, unless and until Definitive Notes are issued pursuant to Section 2.3(a), the Depository will make book-entry transfers among the Depository Participants and receive and transmit payments of principal and interest on the related Notes to such Depository Participants.

For purposes of any provision of this Indenture requiring or permitting actions with the consent of, or at the direction of, Noteholders evidencing a specified percentage of the Note Balance of Outstanding Notes, such direction or consent may be given by Noteholders (acting through the Depository and the Depository Participants) owning interests in or security entitlements to Notes evidencing the requisite percentage of principal amount of Notes.

Section 2.03B Notices to Depository.

Whenever any notice or other communication is required to be given to Noteholders with respect to which Book-Entry Notes have been issued, unless and until Definitive Notes will have been issued to the related Noteholders, the Indenture Trustee will give all such notices and communications to the applicable Depository, and shall have no obligation to report directly to such Noteholders.

Section 2.4 Transfer Restrictions on Notes.

(a) No transfer of any Note or any interest therein (including, without limitation, by pledge or hypothecation) shall be made except in compliance with the restrictions on transfer set forth in this Section 2.4 (including the applicable legend to be set forth on the face of each Note as provided in the Exhibits to this Indenture). Any resale, pledge or other transfer of any of the Notes contrary to the restrictions set forth above and elsewhere in this Indenture shall be deemed void ab initio by the Issuer and Indenture Trustee.

(b) Notwithstanding anything to the contrary contained herein, each Note and this Indenture may be amended or supplemented to modify the restrictions on and procedures for resale and other transfers of the Notes to reflect any change in applicable Law or regulation (or the interpretation thereof) or in practices relating to the resale or transfer of restricted securities generally as determined by the Issuer. Each Noteholder shall, by its acceptance of such Note, have agreed to any such amendment or supplement.

(c) As of the date of this Indenture, the Notes have not been registered under the Securities Act and will not be listed on any exchange. No Note shall be transferred or assigned, and no interest in any Note shall be transferred or assigned, unless the Noteholder and the transferee or assignee, as applicable, comply with the terms and conditions of this Section 2.4. No transfer of a Note shall be made unless such transfer is made pursuant to an effective registration statement under the Securities Act and any applicable state securities Laws or is exempt from the registration requirements under the Securities Act and such state securities Laws. Except in a transfer to Diversified or by Diversified to an Affiliate thereof, in the event that a transfer is to be made in reliance upon an exemption from the Securities Act and state securities Laws, in order to assure compliance with the Securities Act and such Laws, the Noteholder desiring to effect such transfer and such Noteholder's prospective transferee shall each certify to the Issuer, the Indenture Trustee and Diversified in writing the facts surrounding the transfer in substantially the forms set forth in Exhibit B (the " Transferor Certificate") and Exhibit C (the " Investment Letter"). Each Noteholder desiring to effect such a transfer shall, by its acceptance of such Note, have agreed to indemnify the Issuer, the Indenture Trustee and Diversified (in any capacity) against any liability that may result if the transfer is not so exempt or is not made in accordance with federal and state securities Laws.

(d) Subject to the other terms and provisions hereof, any Noteholder may at any time grant to any participant participations in all or part of the payments due to it, and its rights under this Indenture and the Note Purchase Agreement, in a minimum amount that is not less than the minimum denominations set forth in Section 2.2. No participant shall be entitled to receive any amount in excess of the amount the participating Noteholder would be entitled to receive hereunder or any of the other Basic Documents. In connection with any such transfer to a participant, such Noteholder, at its sole discretion but subject to the provisions of the Note Purchase Agreement, shall be entitled to distribute to any participant any information furnished to such Noteholder pursuant to the Note Purchase Agreement or the Indenture so long as the participant holds a participation or similar interest in the obligation due to such Noteholder in respect of the Noteholder's respective Note. Each Noteholder, by acceptance of a Note, acknowledges and agrees that any such participation will not alter or affect in any way whatsoever such Noteholder's direct obligations hereunder or under the Note Purchase Agreement and that, other than as set forth in this Section 2.4(d), none of the Issuer, the Indenture Trustee, the Manager or any other Person shall have any obligation to have any communication or relationship whatsoever with any participant of such Noteholder in order to enforce the obligations of such Noteholder hereunder and under the Note Purchase Agreement. Each Noteholder shall provide prior written notice to the Issuer and Diversified in writing of the identity and interest of each participant upon any such participation. Such Noteholder shall provide the Issuer and Diversified with respect to each participant appropriately executed copies of the forms required by this Section 2.4 and Section 2.12 with respect to itself and the related participant, treating the participant as though it were a Noteholder, and including any amendments and resubmissions, (A) prior to or promptly after any such participation and (B) upon the occurrence of any event which would require the amendment or resubmission of any such form previously provided hereunder. Any participation shall be subject to the Noteholder's compliance with, and causing the participant to comply with, the restrictions on transfer of Notes set forth herein as though a participant were a Noteholder, and the purchaser acknowledgements set forth herein, as though such participant were a Noteholder. Notwithstanding anything herein to the contrary, neither the Indenture Trustee nor the Note Registrar shall have any duty to monitor, record or register any participation in a Note or any transfer of such participation, and regardless of whether the Indenture Trustee or Note Registrar has knowledge of such a participation, the Indenture Trustee and the Note Registrar shall be entitled to deal solely with the Noteholders for all purposes under this Indenture.

(e) By acquiring a Note, each purchaser, transferee and owner of a beneficial interest in such Note will be deemed to represent that either (1) it is not acquiring the Notes with the assets of any Plan or (2) the acquisition and holding of such Notes will not give rise to a nonexempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of Similar Law. Each Note will bear a legend reflecting such deemed representation.

Section 2.5 Registration; Registration of Transfer and Exchange.

(a) The Issuer shall cause a note registrar (the "Note Registrar") to keep a register (the "Note Register") in which the Note Registrar shall provide for the registration of Notes and the registration of transfers of Notes. All Notes shall be maintained in "registered form" under Treasury Regulation Section 5f.103-1(c), proposed Treasury Regulation Section 1.163-5 and any applicable temporary, final or other successor regulations. The name and address of each Holder of the Notes, each transfer thereof and the name and address of each transferee of one or more Notes shall be recorded in such Note Register, together with the principal amount (and stated interest) of the Notes owing to the Holder of the Notes. Prior to due presentment for registration of transfer, the person in whose name any Note shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof, and the Note Registrar shall not be affected by any notice or knowledge to the contrary. No transfer shall be effective unless recorded in the Note Register. The Indenture Trustee initially shall be the Note Registrar for the purpose of registering Notes and transfers of Notes as herein provided. Upon any resignation of any Note Registrar, the Issuer shall promptly appoint a successor or, if it elects not to make such an appointment, assume the duties of Note Registrar.

(b) If a Person other than the Indenture Trustee is appointed by the Issuer as Note Registrar, the Issuer will give the Indenture Trustee and the Noteholders prompt written notice of the appointment of such Note Registrar and of the location, and any change in the location, of the Note Register, and the Indenture Trustee shall have the right to inspect the Note Register at all reasonable times and to obtain copies thereof, and the Indenture Trustee shall have the right to rely upon a certificate executed on behalf of the Note Registrar by an Executive Officer thereof as to the names and addresses of the Holders of the Notes and the principal amounts and number of such Notes; provided that, upon the reasonable request of any Noteholder, the Note Registrar and the Indenture Trustee shall provide a copy of such certificate to such Noteholder.

(c) Upon surrender for registration of transfer of any Note at the office or agency of the Issuer to be maintained as provided in Section 4.2, the Issuer shall execute, and the Indenture Trustee shall authenticate and the Noteholder shall obtain from the Indenture Trustee, in the name of the designated transferee or transferees, one or more new Notes in any authorized denominations, of a like aggregate principal amount.

(d) At the option of the Holder, Notes may be exchanged for other Notes in any authorized denominations, of a like aggregate principal amount, upon surrender of the Notes to be exchanged at such office or agency. Whenever any Notes are so surrendered for exchange the Issuer shall execute, and the Indenture Trustee shall authenticate and the Noteholder shall obtain from the Indenture Trustee, the Notes which the Noteholder making the exchange is entitled to receive.

(e) All Notes issued upon any registration of transfer or exchange of Notes shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Notes surrendered upon such registration of transfer or exchange.

(f) Every Note presented or surrendered for registration of transfer or exchange shall be duly endorsed by, or be accompanied by a written instrument of transfer in form satisfactory to the Note Registrar duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing, with such signature guaranteed by an "eligible guarantor institution" meeting the requirements of the Note Registrar, which requirements may include membership or participation in the Securities Transfer Agent's Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Note Registrar in addition to, or in substitution for, STAMP.

(g) No service charge shall be made to a Holder for any registration of transfer or exchange of Notes, but the Issuer or the Note Registrar may require payment by such Holder of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Notes, other than exchanges pursuant to Section 9.4 not involving any transfer.

(h) The preceding provisions of this Section 2.5 notwithstanding, the Issuer shall not be required to make and the Note Registrar need not register transfers or exchanges of Notes selected for redemption or of any Note for a period of fifteen (15) days preceding the due date for any payment with respect to the Note.

(i) Any purported transfer of a Note not in accordance with this Section 2.5 shall be null and void and shall not be given effect for any purpose whatsoever.

(j) Transfers of Ownership Interests in Global Notes. Transfers of beneficial interests in a Global Note representing Book-Entry Notes may be made only in accordance with the rules and regulations of the Depository and the transfer restrictions contained in the legend on such Global Note and exchanges or transfers of interests in a Global Note may be made only in accordance with the following:

(i) General Rules Regarding Transfers of Global Notes. Subject to clauses (i) and (ii) of this Section 2.5(j), Transfers of a Global Note representing Book- Entry Notes shall be limited to Transfers of such Global Note in whole, but not in part, to nominees of the Depository or to a successor of the Depository or such successor's nominee.

(ii) Global Note to Definitive Note. An owner of a beneficial interest in a Global Note deposited with or on behalf of a Depository may at any time transfer such interest for a Definitive Note, upon provision to the Indenture Trustee, the Issuer and the Note Registrar of a Note Transfer Certificate.

Notwithstanding anything herein to the contrary, the Indenture Trustee shall not be responsible for ascertaining whether any transfer complies with, or for otherwise monitoring or determining compliance with, the requirements or terms of the Securities Act, applicable state securities laws, ERISA, the Code or any other applicable Law.

Section 2.6 Mutilated, Destroyed, Lost or Stolen Notes.

(a) If (i) any mutilated Note is surrendered to the Indenture Trustee or Note Registrar, or the Indenture Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (ii) there is delivered to the Indenture Trustee such security or indemnity as may be required by it to hold the Issuer and the Indenture Trustee harmless, then, in the absence of notice to the Issuer, the Note Registrar or the Indenture Trustee that such Note has been acquired by a protected purchaser, the Issuer shall execute, and upon its request the Indenture Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a replacement Note; provided, however, that if any such destroyed, lost or stolen Note, but not a mutilated Note, shall have become or within seven (7) days shall be due and payable, or shall have been called for redemption, instead of issuing a replacement Note, the Issuer may pay such destroyed, lost or stolen Note when so due or payable or upon the Redemption Date without surrender thereof. If, after the delivery of such replacement Note or payment of a destroyed, lost or stolen Note pursuant to the proviso to the preceding sentence, a protected purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the Issuer and the Indenture Trustee shall be entitled to recover such replacement Note (or such payment) from the Person to whom it was delivered or any Person taking such replacement Note from such Person to whom such replacement Note was delivered or any assignee of such Person, except a protected purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Issuer or the Indenture Trustee in connection therewith.

(b) Upon the issuance of any replacement Note under this Section 2.6, the Issuer may require the payment by the Holder of such Note of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other reasonable expenses (including the fees and expenses of the Indenture Trustee) connected therewith.

(c) Every replacement Note issued pursuant to this Section 2.6 in replacement of any mutilated, destroyed, lost or stolen Note shall constitute an original additional contractual obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

(d) The provisions of this Section 2.6 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

Section 2.7 Persons Deemed Owner. Prior to due presentment for registration of transfer of any Note, the Issuer, the Indenture Trustee and any agent of the Issuer or the Indenture Trustee may treat the Person in whose name any Note is registered (as of the day of determination) as the owner of such Note for the purpose of receiving payments of principal of and interest, if any, on such Note and for all other purposes whatsoever, whether or not such Note be overdue, and none of the Issuer, the Indenture Trustee or any agent of the Issuer or the Indenture Trustee shall be affected by notice or knowledge to the contrary.

Section 2.8 Payment of Principal and Interest; Defaulted Interest.

(a) The Notes shall accrue interest during the related Interest Accrual Period at the Interest Rate, and such interest shall be payable on each Payment Date in accordance with the priorities set forth in Section 8.6. Interest on the Notes will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

(b) The Issuer will pay interest on the Notes at the Interest Rate on each Payment Date on the principal amount of the Notes outstanding on the preceding Payment Date (after giving effect to all payments of principal made on the preceding Payment Date). Any installment of interest or principal payable on a Note that is punctually paid or duly provided for by the Issuer on the applicable Payment Date shall be paid to the Person in whose name such Note (or one or more Predecessor Notes) is registered on the Record Date by wire transfer in immediately available funds to the account designated by such person or nominee and except for the final installment of principal payable with respect to such Note on a Payment Date or on the applicable Final Scheduled Payment Date (and except for the Redemption Price or Change of Control Redemption Price, as applicable, for any Note called for redemption pursuant to Section 10.1) which shall be payable as provided below.

(c) Prior to the occurrence of an Event of Default and a declaration in accordance with Section 5.2 that the Notes have become immediately due and payable, the Outstanding Amount of the Notes shall be payable in full on the Final Scheduled Payment Date and, to the extent of funds available therefor, in installments on the Payment Dates (if any) preceding the Final Scheduled Payment Date, in the amounts and in accordance with the priorities set forth in Section 8.6(ii).

(d) Notwithstanding the foregoing, the entire unpaid principal amount of the Notes shall be due and payable, if not previously paid, on the date on which an Event of Default shall have occurred and be continuing, and either (i) the Indenture Trustee (at the direction of the Majority Noteholders) or the Majority Noteholders have declared the Notes to be immediately due and payable in the manner provided in Section 5.2 or (ii) such Event of Default arises as a result of an event set forth in Section 5.1(a)(iv) or (v). In such case, principal shall be paid in accordance with the priorities set forth in Section 8.6(ii). The Indenture Trustee shall notify the Person in whose name a Note is registered at the close of business on the Record Date preceding the Payment Date on which the Issuer expects that the final installment of principal of and interest on such Note will be paid. Such notice shall be mailed or transmitted by facsimile prior to such final Payment Date and shall specify that such final installment will be payable only upon presentation and surrender of such Note and shall specify the place where such Note may be presented and surrendered for payment of such installment. Notices in connection with redemptions of Notes shall be mailed to Noteholders as provided in Section 10.2.

(e) If the Issuer defaults in a payment of interest on the Notes, the Issuer shall pay defaulted interest (plus interest on such defaulted interest to the extent lawful) at the Interest Rate plus an additional rate of 2.00% per annum default rate, in any lawful manner. The Issuer may pay such defaulted interest to the persons who are Noteholders on a subsequent special record date, which date shall be at least five (5) Business Days prior to the Payment Date. The Issuer shall fix or cause to be fixed any such special record date and Payment Date, and, at least fifteen (15) days before any such special record date, the Issuer shall mail to each Noteholder a notice that states the special record date, the Payment Date and the amount of defaulted interest to be paid.

(f) Vigeo Eiris or any comparable service will be engaged to maintain a sustainability score with respect to Diversified Energy Company Plc (the "VE Score"). At each Payment Determination Date, to the extent the VE Score (or equivalent metric) is (a) less than 46/100 or equivalent, the Interest Rate with respect to the Interest Accrual Period following such Payment Determination Date will increase by five (5) basis points above the initial stated Interest Rate on such Notes or (b) equal to or greater than 46/100 or equivalent, the Interest Rate with respect to the Interest Accrual Period following such Payment Determination Date will equal the Interest Rate on such Notes without giving effect to the step-up in (a) above. For the avoidance of doubt, any change in the Interest Rate with respect to any Interest Accrual Period pursuant to this Section 2.9(f) shall commence at the beginning of the Interest Accrual Period immediately following notification of such change and shall apply to the entire Interest Accrual Period, notwithstanding any change in the VE Score subsequent to any Payment Determination Date or during any portion of such Interest Accrual Period.

Section 2.9 Cancellation. All Notes surrendered for payment, registration of transfer, exchange or redemption shall, if surrendered to any Person other than the Indenture Trustee, be delivered to the Indenture Trustee and shall be promptly cancelled by the Indenture Trustee. The Issuer may at any time deliver to the Indenture Trustee for cancellation any Notes previously authenticated and delivered hereunder which the Issuer may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly cancelled by the Indenture Trustee. No Notes shall be authenticated in lieu of or in exchange for any Notes cancelled as provided in this Section 2.9, except as expressly permitted by this Indenture. All cancelled Notes may be held or disposed of by the Indenture Trustee in accordance with its standard retention or disposal policy as in effect at the time unless the Issuer shall direct by an Issuer Order that they be returned to it; provided, that such Issuer Order is timely and the Notes have not been previously disposed of by the Indenture Trustee. The Indenture Trustee shall provide notice to each Rating Agency of all cancelled Notes.

Section 2.10 Release of Collateral. Subject to Section 12.1 and the terms of the Basic Documents, and other than any distribution to the Issuer pursuant to Section 8.6(i)(M), Section 8.6(ii)(F) or Section 8.7(d), the Indenture Trustee shall release property from the lien of this Indenture only in accordance with the terms of this Indenture and upon receipt of (i) an Issuer Request accompanied by an Officer's Certificate of the Issuer stating that such release is permitted by the terms of this Indenture and that the conditions precedent to such release have been satisfied and (ii) in the event the Issuer requests a release of all or substantially all of the Collateral, a written consent to such release from each Hedge Counterparty.

Section 2.11 Definitive Notes. The Notes, upon original issuance, will be in the form of Definitive Notes. Upon the issuance of Definitive Notes, the Indenture Trustee shall recognize the Holders of the Definitive Notes as Noteholders.

Section 2.12 Tax Treatment.

(a) The Issuer has entered into this Indenture, and the Notes will be issued, with the intention that, for federal, state and local income, single business and franchise tax purposes, the Notes will qualify as indebtedness secured by the Collateral. Each Noteholder, by its acceptance of a Note, agrees to treat Notes (other than Notes held by any equity holder of the Issuer (including any entity whose separate existence from the Issuer or the equity holder of the Issuer is disregarded for federal income tax purposes), any other persons who are members of an "expanded group" or "modified expanded group" with the Issuer within the meaning of the Treasury Regulations under Section 385 of the Code, but only so long as such Notes are held by such person, or as otherwise required by law) for all purposes including federal, state and local income, single business and franchise tax purposes as indebtedness of the Issuer.

(b) Each Noteholder, by its acceptance of a Note agrees to provide to the Person from whom it receives payments on the Notes (including the Paying Agent) the Noteholder Tax Identification Information and, upon request, to the extent FATCA Withholding Tax is applicable, the Noteholder FATCA Information.

(c) Each Noteholder, by its acceptance of a Note, agrees that the Indenture Trustee has the right to withhold any amounts (properly withholdable under Law and without any corresponding gross-up) payable to a Noteholder or holder of an interest in a Note that fails to comply with the requirements of Section 2.12(b).

Section 2.13 CUSIP Numbers. The Issuer shall obtain "CUSIP" numbers in connection with the Notes. The Indenture Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Noteholders; provided, that any such notice may state that no representation is made as to the correctness of such "CUSIP" numbers either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes and any such redemption shall not be affected by any defect in or omission of such numbers. The Issuer will promptly notify the Indenture Trustee in writing of any change in the "CUSIP" numbers.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

The Issuer represents and warrants as of the Closing Date as follows:

Section 3.1 Organization and Good Standing.

(a) The Issuer (i) is duly organized, validly existing, and in good standing under the Laws of the State of Delaware and (ii) will be duly qualified in Kentucky, Ohio, Tennessee, Virginia and West Virginia within five (5) Business Days of the Closing Date, and (iii) has full power and authority under its Organizational Documents to conduct its business as it is now being conducted, and to own or use the properties and assets that it purports to own or use.

(b) Diversified ABS III Midstream (i) is duly organized, validly existing, and in good standing under the Laws of the Commonwealth of Pennsylvania and (ii) will be duly qualified in Kentucky, Ohio, Tennessee, Virginia and West Virginia within five (5) Business Days of the Closing Date, and (iii) has full power and authority under its Organizational Documents to conduct its business as it is now being conducted, and to own or use the properties and assets that it purports to own or use.

(c) Diversified ABS III Upstream (i) is duly organized, validly existing, and in good standing under the Laws of the Commonwealth of Pennsylvania and (ii) will be duly qualified in Kentucky, Ohio, Tennessee, Virginia and West Virginia within five (5) Business Days of the Closing Date, and (iii) has full power and authority under its Organizational Documents to conduct its business as it is now being conducted, and to own or use the properties and assets that it purports to own or use.

Section 3.2 Authority; No Conflict.

(a) The execution, delivery, and performance of this Indenture and the Basic Documents and the performance of the Contemplated Transactions have been duly and validly authorized in accordance with the Organizational Documents of each of the Issuer Parties, as applicable.

(b) This Indenture has been duly executed and delivered by the Issuer Parties and all instruments executed and delivered by any of the Issuer Parties at or in connection with the Closing have been duly executed and delivered by such Issuer Parties.

(c) This Indenture constitutes the legally valid and binding obligation of the Issuer Parties, enforceable against the Issuer Parties in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and or other similar Laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at Law).

(d) Neither the execution and delivery of this Indenture or the instruments executed in connection herewith by the Issuer Parties nor the consummation or performance of any of the Contemplated Transactions or Basic Documents by the Issuer Parties shall, directly or indirectly (with or without notice or lapse of time or both):

(i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of the Issuer Parties, as applicable, or (B) any resolution adopted by the board of directors, board of managers, stockholders, members, or partners of the Issuer Parties, as applicable;

(ii) in any material respect, contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to notification of or to challenge any of the Contemplated Transactions or Basic Documents, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any Contract or agreement or any Law or Order to which any of the Issuer Parties, or any of the Assets, may be subject;

(iii) in any material respect, contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that relates to the Assets; or

(iv) result in the imposition or creation of any Encumbrance or give rise to any right of termination, cancellation, or acceleration under any of the terms, conditions, or provisions of any Lease, Contract, note, bond, mortgage, indenture, license, or other material agreement with respect to any of the Assets, other than any Encumbrance or Lien arising in favor of the Indenture Trustee pursuant to the Basic Documents.

Section 3.3 Legal Proceedings; Orders. Except as set forth on Schedule 3.3 hereto, there is no pending Proceeding against any of the Issuer Parties or any of its Affiliates (a) that relates to or may affect any of the Assets that could reasonably be expected to have a Material Adverse Effect; or (b) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise materially interfering with, any of the Contemplated Transactions or Basic Documents. To the Issuer Parties' Knowledge, (x) no Proceeding of the type referenced above has been Threatened, (y) there is no Order adversely affecting the use or ownership of the Assets to which any of the Issuer Parties, or any of the Assets, is subject, and (z) there is no Order or Proceeding restraining, enjoining, or otherwise prohibiting or making illegal the consummation of the Contemplated Transactions or Basic Documents or which could reasonably be expected to result in a material diminution of the benefits contemplated by this Indenture or the Contemplated Transactions or Basic Documents.

Section 3.4 Compliance with Laws and Governmental Authorizations.

(a) The Assets have been owned in all material respects in accordance with all Laws of all Governmental Bodies having or asserting jurisdiction relating to the ownership and operation thereof, including the production of Hydrocarbons attributable thereto.

(b) Except as set forth on Schedule 3.4(b) hereto, to the Knowledge of the Diversified Parties, all necessary Governmental Authorizations with regard to the ownership of any of the Issuer Parties' interest in the Assets have been obtained and no violations exist or have been recorded in respect of such Governmental Authorizations.

(c) None of the Issuer Parties nor any of their Affiliates have received any written notice of any violation of any Laws or of any Governmental Authorization in connection with the ownership of the Assets that has not been corrected or settled, and there are no Proceedings pending or, to the Issuer Parties' Knowledge, threatened that might result in any material modification, revocation, termination or suspension of any Governmental Authorization or which would require any material corrective or remedial action by any of the Issuer Parties or any of its Affiliates.

Section 3.5 Title to Property; Leases. Each Issuer Party has good and sufficient title to its properties that individually or in the aggregate are material, including all such properties purported to have been acquired by Diversified ABS III Upstream from Diversified pursuant to the Separation Agreement or acquired by Diversified ABS III Midstream pursuant to the Contribution Agreement, as applicable, in each case free and clear of Liens other than Permitted Liens.

Section 3.6 Vesting of Title to the Wellbore Interests and Midstream Assets. Pursuant to the Asset Vesting Documents, title to the Wellbore Interests and the Midstream Assets will vest in Diversified ABS III Upstream and Diversified ABS III Midstream respectively, and each will have valid legal and beneficial title thereto, in each case subject to no prior Lien, mortgage, security interest, pledge, adverse claim, charge or other encumbrance, other than the Permitted Liens. Prior to the Separation, Diversified had valid legal and beneficial title to the Wellbore Interests and had not assigned to any Person any of its right, title or interest in any Wellbore Interests, other than in connection with any Liens that are being released on or before the Closing Date or any Permitted Liens. Prior to the Contribution, Diversified Midstream had valid legal and beneficial title to the Midstream Assets and had not assigned to any Person any of its right, title or interest in any Midstream Assets, other than in connection with any Liens that are being released on or before the Closing Date or any Permitted Liens.

Section 3.7 Compliance with Leases and Rights of Way.

(a) The Issuer Parties are in compliance in all material respects with each Lease and Rights of Way Interests to the extent relating to an Asset, including all express and implied covenants thereunder. No material written demands or notices of default or non-compliance or dispute (including those received electronically) with respect to a Lease or Rights of Way Interest to the extent relating to an Asset have been issued to or received by the Issuer Parties that remain uncured or outstanding.

(b) Each party to the Gas Gathering Agreement is in compliance in all material respects with the Gas Gathering Agreement. No material written demands or notices of default or non-compliance or dispute (including those received electronically) with respect to the Gas Gathering Agreement have been issued or received by any Party to the Gas Gathering Agreement that remain uncured or outstanding.

Section 3.8 Material Indebtedness. None of the Issuer Parties has any material Indebtedness other than Permitted Indebtedness.

Section 3.9 Employee Benefit Plans. Except as set forth on Section 3.7 hereto, neither any of the Issuer Parties nor, to the extent it would reasonably be expected to have a Material Adverse Effect, any ERISA Affiliate maintains or has ever maintained any Plans (including any Non-U.S. Plan) or has ever had any obligations to make any contribution to a Multiemployer Plan.

Section 3.10 Use of Proceeds; Margin Regulations. The Issuer Parties will apply the proceeds of the sale of the Notes hereunder (i) to finance the acquisition of the Assets pursuant to the Separation Agreement and the Contribution Agreement, (ii) to fund the Liquidity Reserve Account, (iii) to pay transaction fees and expenses related to the issuance of the Notes, and (iv) for general limited liability company purposes. No part of the proceeds from the sale of the Notes hereunder will be used, directly or indirectly, for the purpose of buying or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System (12 CFR 221), or for the purpose of buying or carrying or trading in any Securities under such circumstances as to involve any of the Issuer Parties in a violation of Regulation X of said Board (12 CFR 224) or to involve any broker or dealer in a violation of Regulation T of said Board (12 CFR 220).

Section 3.11 Existing Indebtedness; Future Liens.

(a) None of the Issuer Parties has outstanding Indebtedness other than Permitted Indebtedness. There are no outstanding Liens on any property of any of the Issuer Parties other than Permitted Liens.

(b) Except for Permitted Liens, none of Issuer Parties has agreed or consented to cause or permit any of its property, whether now owned or hereafter acquired, to be subject to a Lien that secures Indebtedness or to cause or permit in the future (upon the happening of a contingency or otherwise) any of its property, whether now owned or hereafter acquired, to be subject to a Lien that secures Indebtedness.

(c) Other than the Basic Documents, none of the Issuer Parties is a party to, or otherwise subject to any provision contained in, any instrument evidencing Indebtedness of any of the Issuer Parties, any agreement relating thereto or any other agreement (including its charter or any other Organizational Document) which limits the amount of, or otherwise imposes restrictions on the incurring of, Indebtedness of any of the Issuer Parties.

Section 3.12 Foreign Assets Control Regulations, Etc.

(a) Neither any of the Issuer Parties nor any Controlled Entity (i) is a Blocked Person, (ii) has been notified that its name appears (or may in the future appear) on a State Sanctions List or (iii) to any Issuer Party's Knowledge, is a target of sanctions that have been imposed by the United Nations or the European Union.

(b) None of the Issuer Parties or any Controlled Entity (i) has violated, been found in violation of, or been charged or convicted under, any applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws or Anti-Corruption Laws or (ii) to any Issuer Party's Knowledge, is under investigation by any Governmental Body for possible violation of any applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws or Anti-Corruption Laws.

(c) No part of the proceeds from the sale of the Notes hereunder:

(i) constitutes or will constitute funds obtained on behalf of any Blocked Person or will otherwise be used by any Issuer Party or any Controlled Entity, directly or indirectly, (A) in connection with any investment in, or any transactions or dealings with, any Blocked Person, (B) for any purpose that would cause any Purchaser to be in violation of any U.S. Economic Sanctions Laws, or (C) otherwise in violation of any U.S. Economic Sanctions Laws;

(ii) will be used, directly or indirectly, in violation of, or cause any Purchaser to be in violation of, any applicable Anti-Money Laundering Laws; or

(iii) will be used, directly or indirectly, for the purpose of making any improper payments, including bribes, to any Governmental Official or commercial counterparty in order to obtain, retain or direct business or obtain any improper advantage, in each case which would be in violation of, or cause any Purchaser to be in violation of, any applicable Anti-Corruption Laws.

(d) Each of the Issuer Parties and its Affiliates have established procedures and controls which they reasonably believe are adequate (and otherwise comply with applicable Law) to ensure that each of the Issuer Parties and each Controlled Entity is and will continue to be in compliance with all applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws and Anti-Corruption Laws.

Section 3.13 Status under Certain Statutes. None of the Issuer Parties is subject to regulation under the Investment Company Act of 1940, the Public Utility Holding Company Act of 2005, the ICC Termination Act of 1995, or the Federal Power Act.

Section 3.14 Single Purpose Entity. Each Issuer Party (i) has been formed and organized solely for the purpose of entering into the Basic Documents to which it is a party, and performing its obligations thereunder (including entering into certain agreements in connection therewith), (ii) has not engaged in any business unrelated to clause (i) above, and (iii) does not have any other assets other than those related to its activities in accordance with clause (i) above.

Section 3.15 Solvency. Each Issuer Party is solvent, has capital not unreasonably small in relation to its business or any contemplated or undertaken transaction and has assets having a value both at fair valuation and at present fair saleable value greater than the amount required to pay its debts as they become due and greater than the amount that will be required to pay its probable liability on its existing debts as they become absolute and matured. None of the Issuer Parties intends to incur, or believes that it will incur, debts beyond its ability to pay such debts as they become due. None of the Issuer Parties believes that it will be rendered insolvent by the execution and delivery of, and performance of its obligations under, this Indenture, the Notes and the other Basic Documents to which it is a party. None of the Issuer Parties intends to hinder, delay or defraud its creditors by or through the execution and delivery of, or performance of its obligations under, this Indenture, the Notes or the other Basic Documents to which it is a party.

Section 3.16 Security Interest. The Indenture, together with the Pledge Agreement and the Mortgages, creates in favor of the Indenture Trustee, as security for the payment of principal of and interest on, and any other amounts owing in respect of, the Notes and the Hedge Agreements (including any termination payments and any other amounts owed thereunder) and for the performance of the provisions of this Indenture, a security interest in or mortgage or deed of trust on all of the right, title, and interest, whether now owned or hereafter acquired, of each Issuer Party in, to, and under the Collateral. Upon the filing of the applicable UCC-1 financing statements and the Mortgages, all action has been taken as is necessary to perfect such security interest or mortgage or deed of trust, and such security interest, mortgage or deed of trust is of first priority subject in each case to Permitted Liens.

ARTICLE IV

COVENANTS

Section 4.1 Payment of Principal and Interest. The Issuer will duly and punctually pay the principal of and interest, if any, on the Notes in accordance with the terms of the Notes and this Indenture. Without limiting the foregoing, subject to and in accordance with Section 8.6, the Indenture Trustee shall distribute all amounts on deposit in the Collection Account and allocated for distribution to the Noteholders on a Payment Date pursuant to Article VIII hereof for the benefit of the Notes, to the Noteholders. Amounts properly withheld under the Code by any Person from a payment to any Noteholder of interest and/or principal shall be considered as having been paid by the Issuer to such Noteholder for all purposes of this Indenture.

Section 4.2 Maintenance of Office or Agency. The Issuer will maintain in the United States, an office or agency where Notes may be surrendered for registration of transfer or exchange, and where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served. Such office or agency will initially be at Corporate Trust Office of the Indenture Trustee, and the Issuer hereby initially appoints the Indenture Trustee to serve as its agent for the foregoing purposes. The Indenture Trustee will give prompt written notice to the Issuer and each Rating Agency of any change in the location of any such office or agency. If at any time the Issuer shall fail to maintain any such office or agency or shall fail to furnish the Indenture Trustee with the address thereof, such surrenders, notices and demands may be made or served at the Corporate Trust Office, and the Issuer hereby appoints the Indenture Trustee as its agent to receive all such surrenders, notices and demands; provided, that the Indenture Trustee shall not be deemed an agent of the Issuer for service of process.

Section 4.3 Money for Payments to Be Held on behalf of the Noteholders and Hedge Counterparties. All payments of amounts due and payable with respect to any Notes and Hedge Agreements that are to be made from amounts withdrawn from the Collection Account pursuant to Section 8.6 shall be made on behalf of the Issuer by the Indenture Trustee or by another Paying Agent, and no amounts so withdrawn from the Collection Account for payments of Notes and Hedge Agreements shall be paid over to the Issuer except as provided in Section 8.6.

Section 4.4 Compliance With Law. Each of the Issuer Parties will comply with all Laws and regulations to which it is subject (including ERISA, Environmental Laws, and the USA PATRIOT Act) and will obtain and maintain in effect all licenses, certificates, permits, franchises and other Governmental Authorizations necessary to the ownership of its properties or to the conduct of its businesses, in each case to the extent necessary to ensure compliance in all material respects with such Laws, ordinances or governmental rules or regulations and requirements to obtain or maintain in effect such licenses, certificates, permits, franchises and other governmental authorizations.

Section 4.5 Insurance. From and after the Closing Date, each of the Issuer Parties will maintain (or cause to be maintained), with financially sound and reputable insurers, insurance with respect to its properties and businesses against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co- insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is customary in the case of entities of established reputations engaged in the same or a similar business and similarly situated, and, within thirty (30) days after the Closing Date, each of the Issuer Parties shall cause the Indenture Trustee to be named as a loss payee or an additional insured. For the avoidance of doubt, any proceeds received by any of the Issuer Parties or the Manager for the benefit of any of the Issuer Parties with respect to any claim under such insurance policy shall be deemed to be Collections with respect to the Collection Period in which such proceeds are received and promptly, but in any event within two (2) Business Days, deposited into the Collections Account.

Section 4.6 No Change in Fiscal Year. Without the consent of the Majority Noteholders, each of the Issuer Parties shall not (i) permit its fiscal year to end on a day other than December 31, (ii) change its method of determining fiscal quarters or make or permit any change in accounting policies or reporting practices, except as required by or in accordance with IFRS, or, to the extent Diversified Corp or its direct or indirect parent prepares its financial statements in accordance with GAAP, in accordance with GAAP, or (iii) change its federal employer identification number, except, in each case, for any such changes that are not materially adverse to the Holders or the Hedge Counterparties.

Section 4.7 Payment of Taxes and Claims. Each of the Issuer Parties will file all U.S. federal and state and any other material Tax returns required to be filed in any jurisdiction and to pay and discharge all Taxes shown to be due and payable on such returns and all other Taxes, assessments, governmental charges, or levies imposed on them or any of their properties, assets, income or franchises, to the extent the same have become due and payable and before they have become delinquent and all claims for which sums have become due and payable that have or might become a Lien on properties or assets of the Issuer or any of its Subsidiaries; provided, that the applicable Issuer Party need not pay any such Tax, assessment, charge, levy or claim if the amount, applicability or validity thereof is contested in good faith by the Issuer Party.

Section 4.8 Existence. Subject to Section 4.17, each of the Issuer Parties will at all times preserve and keep (i) its limited liability company existence in full force and effect and (ii) all foreign qualifications of the Issuer Party and all rights and franchises of the Issuer Party.

Section 4.9 Books and Records. Each of the Issuer Parties will maintain or cause to be maintained proper books of record and account in conformity with IFRS, or, to the extent Diversified Corp or its direct or indirect parent prepares its financial statements in accordance with GAAP, in accordance with GAAP, and all applicable requirements of any Governmental Body having legal or regulatory jurisdiction over the Issuer Party. Each of the Issuer Parties will keep or cause to be kept books, records and accounts that, in reasonable detail, accurately reflect all transactions and dispositions of assets. The Issuer or one of its Affiliates has devised a system of internal accounting controls sufficient to provide reasonable assurances that each of the Issuer Parties' books, records, and accounts accurately reflect all transactions and dispositions of assets, and such a system shall be maintained.

Section 4.10 Performance of Material Agreements. From and after the Closing Date, each of the Issuer Parties will at all times in all material respects (i) observe and perform all obligations, covenants and agreements to be performed by it under, and comply with all conditions under, each material agreement including each Lease and each Rights of Way Interest to which it is or becomes a party in accordance with the terms thereof and (ii) subject to the terms of this Indenture, diligently exercise, enforce, defend and protect its rights under, and take any action required to collect any and all sums due to it under, each material agreement including each Lease and each Rights of Way Interest to which it is or becomes a party. None of the Issuer Parties shall take any action or permit any action to be taken by others which would release any Person from any of such Person's covenants or obligations under the Basic Documents or under any instrument or agreement included as part of the Collateral or that would result in the amendment, hypothecation, subordination, termination or discharge of, or impair the validity or effectiveness of, any such instrument or agreement, except (i) such amendment, hypothecation, subordination, termination or discharge in the ordinary course of business or that does not have a material detriment to the value of the Collateral or (ii) as expressly provided in this Indenture, the other Basic Documents or such other instrument or agreement or as ordered by a bankruptcy or other court.

Section 4.11 Maintenance of Lien. From and after the Closing Date and for so long as the Notes and Hedge Agreements are outstanding, each of the Issuer Parties will, at its expense, timely take or cause to be taken all action required to maintain and preserve the perfection and first priority of the Lien on the Collateral granted under this Indenture and the Mortgages (subject to Permitted Liens).

Section 4.12 Further Assurances. From time to time the Issuer Parties will perform or cause to be performed any other act as required by Law and will execute or cause to be executed any and all further instruments that may be required by Law or reasonably necessary (or reasonably requested by the Indenture Trustee) in order to create, perfect and protect the Lien of the Indenture Trustee on or in the Collateral. The Issuer Parties will promptly do, execute, acknowledge and deliver, or cause to be promptly done, executed, acknowledged and delivered, all such further acts, deeds, conveyances, mortgages, assignments, transfers and assurances as the Indenture Trustee or any Noteholder may reasonably require for the creation, perfection and priority of the Liens being herein provided for (subject to Permitted Liens). The Issuer Parties will pay or cause to be paid all filing, registration and recording Taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of this Indenture, and of any instrument of further assurance, and all federal or state stamp Taxes and other material Taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Indenture, the other Basic Documents and such instruments of further assurance. Each Issuer Party hereby authorizes, but does not obligate, the Indenture Trustee to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Issuer. Each Issuer Party acknowledges and agrees, on behalf of itself, that any such financing statement may describe the Collateral as "all assets", "all personal property" or "all assets and all personal property of Debtor, whether now owned or existing or hereafter acquired or arising, wherever located, together with all products and proceeds thereof, substitutions and replacements therefor, and additions and accessions thereto" of the applicable Person or words of similar effect as may be required by the Indenture Trustee.

Section 4.13 Use of Proceeds. The Issuer shall apply the proceeds of the sale of the Notes solely as provided in Section 3.10.

Section 4.14 Separateness.

(a) Each Issuer Party will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due and payable, except for expenses paid on its behalf pursuant to contractual arrangements providing for operating, maintenance or administrative services.

(b) Each Issuer Party will observe all limited liability company or organizational formalities, maintain books, records, financial statements and bank accounts separate from those of its Affiliates, except as permitted by this Indenture and the other Basic Documents. None of the Issuer's or any of its Subsidiaries' assets will be listed as assets on the financial statement of any other entity except as required by IFRS, or, to the extent Diversified Corp or its direct or indirect parent prepares its financial statements in accordance with GAAP, as required by GAAP; provided, however, that appropriate notation shall be made on any consolidated statements to indicate its separateness from any Affiliates and to indicate that its assets and credit are not available to satisfy the debt and other obligations of such Affiliate or any other Person except as otherwise contemplated by the Basic Documents.

(c) Each Issuer Party will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate). The Issuer will conduct and operate its business and in its own name.

(d) Other than as contemplated in the Joint Operating Agreement and the Agency Agreement, each Issuer Party will hold all of its assets in its own name and will not commingle its funds and other assets with those of any Affiliate.

(e) The Issuer Parties will not conduct the business of or act on behalf of any other Person (except as required by the Basic Documents).

(f) Each Issuer Party (i) will at all times have at least one (1) duly elected Independent manager or member and (ii) so long as the Notes and Hedge Agreements remain outstanding, shall not remove or replace any Independent manager or member without cause and only after providing the Indenture Trustee, each Noteholder and each Hedge Counterparty with no less than three (3) days' prior written notice of (A) any proposed removal of such Independent manager or member, and (B) the identity of the proposed replacement, together with a certification that such replacement satisfies the requirements for an Independent manager or member in the organizational documents for the Issuer. The Issuer will not institute proceedings to be adjudicated bankrupt or insolvent, consent to the institution of bankruptcy or insolvency proceedings against it, or file, or consent to, a petition seeking reorganization or relief under any applicable federal or state Law relating to bankruptcy or insolvency, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of Issuer or any substantial part of its property, or make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take limited liability company action in furtherance of any such action without the affirmative vote of at least one (1) duly elected Independent manager or member; provided, however, irrespective of such affirmative vote, the occurrence of any of the foregoing is subject to Section 5.1(a)(iv), Section 5.1(a)(v), and any other terms herein or any of the Basic Documents.

(g) Each Issuer Party will be, and at all times will hold itself out to the public and all other Persons as, a legal entity separate and distinct from any other Person (including any Affiliate), correct any known misunderstanding regarding its status as a separate entity, conduct business solely in its own name, and not identify itself as a division of any of its Affiliates or any of its Affiliates as a division of any Issuer Party (except for income tax purposes). Each Issuer Party will conduct and operate its business and in its own name.

(h) Each Issuer Party will not permit its name to be used by any Affiliate of the Issuer in the conduct of such Affiliate's business, and will not use the name of any Affiliate in the conduct of the Issuer's business.

(i) Each Issuer Party will file its own tax returns, if any, as may be required under applicable Law, to the extent (1) not part of a consolidated group filing a consolidated return or returns or (2) not treated as a division for tax purposes of another taxpayer, and pay any taxes required to be paid under applicable Law.

(j) Each Issuer Party will maintain its assets, including the Collateral, in such a manner that it would not be costly or difficult to identify, segregate or ascertain its assets from those of any other Person.

(k) Subject to Section 4.15, each Issuer Party will maintain an arm's length relationship with its Affiliates, and not enter into any transaction with any Affiliate unless such transaction is (i) on such terms and conditions (including terms relating to amounts paid thereunder) as would be generally available if such business transaction were with an entity that was not an Affiliate in comparable transactions, and (ii) pursuant to enforceable agreements.

(l) Each Issuer Party will not hold out its credit or assets as being available to satisfy the obligations of others nor guarantee the obligation of any Person.

(m) Each Issuer Party will maintain adequate capital in light of its contemplated business purpose, transactions, and liabilities (provided, that no member of the Issuer shall have any obligation to make any contribution of capital to the Issuer).

(n) Each Issuer Party will not grant a security interest in its assets to secure the obligations of any other Person.

(o) Each Issuer Party will not, directly or indirectly, engage in any business or activity other than the actions that are both (i) required or permitted to be performed under Section 3.1 of its limited liability company agreement and (ii) permitted by the terms of the Basic Documents.

(p) Each Issuer Party will not incur any indebtedness, liability, obligation, or expense, or own any assets, other than in each case those that are both (i) necessary to achieve the purposes set forth in Section 3.1 of its limited liability company agreement and (ii) permitted by the Basic Documents;

(q) Each Issuer Party will not make or permit to remain outstanding any loan or advance to, or own or acquire any stock or securities of, any Person, other than as permitted by the Basic Documents;

(r) Each Issuer Party will maintain complete records of all transactions (including all transactions with any Affiliate);

(s) Each Issuer Party will comply with all requirements of applicable Law regarding its operations and shall comply with the provisions of this Indenture and its Organizational Documents; and

(t) Other than Diversified ABS III Upstream and Diversified ABS III Midstream, the Issuer will not form, acquire, or hold any Subsidiary.

Section 4.15 Transactions with Affiliates. The Issuer Parties will not enter into directly or indirectly any transaction or group of related transactions (including the purchase, lease, sale or exchange of properties of any kind or the rendering of any service) with any Affiliate, except as contemplated by the Basic Documents and except in the ordinary course and pursuant to the reasonable requirements of the Issuer's business and upon fair and reasonable terms no less favorable to the applicable Issuer Party than would be obtainable in a comparable arm's length transaction with a Person not an Affiliate.

Section 4.16 Merger, Consolidation, Etc. None of the Issuer Parties will consolidate with or merge with any other Person or convey, transfer or lease all or substantially all of its assets in a single transaction or series of transactions.

Section 4.17 Lines of Business. None of the Issuer Parties will at any time engage in any business other than those related to the ownership of the Assets and the transactions contemplated by this Indenture and the other Basic Documents to which it is a party and other activities reasonably incidental thereto; provided, however, that none of the Issuer Parties shall engage in any business or activity or enter into any contractual arrangement (other than any business or activity in which the Issuer is engaged on the Closing Date) that would (i) subject the Holders or any Hedge Counterparty to regulation or oversight by any Governmental Body (other than the Governmental Bodies which regulate companies engaged in the oil and gas industry, insurance companies and, following foreclosure, regulations applicable to assets held as a result of such foreclosure) or cause the Holders or any Hedge Counterparty to breach any Law or regulation or guideline of any Governmental Body or require Holders or any Hedge Counterparty to obtain a consent, waiver or clarification by any Governmental Body or (ii) cause any of the representations and warranties of any of the Issuer Parties contained in any of the Basic Documents to be inaccurate as of the date made or deemed made.

Section 4.18 Economic Sanctions, Etc. None of the Issuer Parties nor any Controlled Entity will (a) become (including by virtue of being owned or controlled by a Blocked Person), own or control a Blocked Person or (b) directly or indirectly have any investment in or engage in any dealing or transaction (including any investment, dealing or transaction involving the proceeds of the Notes) with any Person if such investment, dealing or transaction (i) would cause any Noteholder, any Hedge Counterparty or any affiliate of such Holder or Hedge Counterparty to be in violation of, or subject to sanctions under, any applicable U.S. Economic Sanctions Laws, Anti-Corruption Laws or Anti-Money Laundering Laws, or (ii) is prohibited by or subject to sanctions under any U.S. Economic Sanctions Laws.

Section 4.19 Liens. None of the Issuer Parties will, directly or indirectly, create, incur, assume or permit to exist (upon the happening of a contingency or otherwise) any Lien on or with respect to any of its property or assets (including the Collateral), whether now owned or held or hereafter acquired, or any income or profits therefrom, or assign or otherwise convey any right to receive income or profits, except for Permitted Liens.

Section 4.20 Sale of Assets, Etc. None of the Issuer Parties will sell, transfer, convey, assign, exchange or dispose of any of its properties or assets in any single transaction or series of related transactions of any individual asset, or group of related assets, other than Permitted Dispositions; provided, however, that in the event any Permitted Disposition could reasonably be expected to have a material adverse effect on any Hedge Counterparty or any Noteholder or the Noteholders, the Issuer shall obtain the prior written consent of such Hedge Counterparty to such Permitted Disposition.

Section 4.21 Permitted Indebtedness. None of the Issuer Parties will create, guarantee, assume or suffer to exist, or in any manner be or become liable in respect of, any Indebtedness of any kind or character, other than the following (such Indebtedness being referred to as "Permitted Indebtedness"):

(a) Indebtedness owing under this Indenture, the Notes or any other Basic Document, including the Hedge Agreements;

(b) Operating Expenses;

(c) obligations incurred in the ordinary course of its business specified in Section 4.17 in an aggregate amount not to exceed $1,000,000 in the aggregate for all Issuer Parties at any one time; and

(d) other Indebtedness with the prior written consent of the Majority Noteholders; provided, however, any such Indebtedness is subordinate to the Hedge Counterparties and Holders, in all respects.

Section 4.22 Amendment to Organizational Documents. None of the Issuer Parties will, or will not permit any Person to, amend, modify or otherwise change (i) any material provision of the Organizational Documents of any Issuer Party, as applicable, or (ii) its jurisdiction of organization, its location of principal place of business or its name, in each case, without the prior written consent of the Majority Noteholders; provided, however, that each Issuer Party may amend, modify or otherwise change any provision of the Issuer Party's Organizational Documents to: (i) cure any ambiguity, (ii) correct or supplement any provision in a manner consistent with the intent of the Issuer Party's Organizational Documents and the other Basic Documents or (iii) otherwise amend, modify or change any immaterial provision of the Issuer Party's Organizational Documents, in each case, without obtaining the consent of the Majority Noteholders, but with delivery of an Officer's Certificate to the Indenture Trustee stating that such amendment is so permitted under one or more of the foregoing clauses (i)-(iii) of this proviso.

Section 4.23 No Loans. Each of the Issuer Parties will not, directly or indirectly, make any loan or advance to any Person, other than Permitted Investments.

Section 4.24 Permitted Investments; Subsidiaries. Each of the Issuer Parties will not make any Investments other than (a) any Investment in Permitted Investments of monies in any Issuer Account and (b) obligations of account debtors to the Issuer arising in the ordinary course of business, and (c) Investments received as consideration from any Permitted Disposition. Without limiting the generality of the foregoing, each of the Issuer Parties will not create any Subsidiaries or enter into any partnership or joint venture.

Section 4.25 Employees; ERISA. Each of the Issuer Parties will not maintain any employees or maintain any Plan or incur or suffer to exist any obligations to make any contribution to a Multiemployer Plan.

Section 4.26 Tax Treatment. None of the Issuer Parties, nor any party otherwise having the authority to act on behalf of an Issuer Party, is authorized to, or will, make the election described in U.S. Treasury Regulations Section 301.7701-3(a) to treat any Issuer Party as an association taxable as a corporation for U.S. federal income tax purposes, or a similar election under any U.S. state or local Law. The Issuer will treat the Notes (other than Notes held by any equity holder of the Issuer (including any entity whose separate existence from the Issuer or the equity holder of the Issuer is disregarded for federal income tax purposes), any other persons who are members of an "expanded group" or "modified expanded group" with the Issuer within the meaning of the Treasury Regulations under Section 385 of the Code, but only so long as such Notes are held by such person, or as otherwise required by law) and this Indenture as debt, and not as an equity interest in the Issuer, for all purposes (including federal, state and local income Tax purposes).

Section 4.27 Replacement of Manager or Indenture Trustee. In the event that the Manager or the Indenture Trustee shall be terminated or shall resign, the Issuer shall appoint a replacement manager or indenture trustee satisfactory to the Majority Noteholders as soon as reasonably practicable, but in any event within thirty (30) days following such delivery of notice of any such resignation or termination.

Section 4.28 Hedge Agreements.

(a) Natural Gas Hedging. The Issuer shall enter into on or prior to the Closing Date, and thereafter maintain (x) until the earlier of (i) [***] or (ii) [***], and (y) [***] until the earlier of (i) [***] and (ii) [***], Hedge Agreements with an aggregate notional volume of (and fixing the price exposure with respect to) [***] but no more than 95% of the projected natural gas output from the Issuer's (together with its Subsidiaries') Assets for each month, with the exception of the month of February 2022, classified as "proved, developed and producing" and as described in the Reserve Report (the "Natural Gas Hedge Percentage"), including by way of (1) with respect to the foregoing clause (x), an initial hedging strategy consisting of one or more swap transactions and/or swaptions which establish a minimum price level, (2) with respect to the foregoing clause (y), a hedging strategy consisting of long put transactions or other options transactions which establish a minimum price level and (3) mitigating basis risk of the applicable natural gas output from the Issuer's (together with its Subsidiaries') Assets described in the Reserve Report on a [***]; *provided*, *however*, that, in all cases such hedging arrangements shall be based on a Reserve Report updated on at least a [***]; *provided*, *however*, that, in each case, the Issuer shall not enter into or maintain any Hedge Agreements for purposes of speculation or investment; provided further, (i) for the avoidance of doubt, the foregoing shall not prohibit Issuer from selling call options or swaptions and (ii) the Issuer's compliance with the 95% limit in the Natural Gas Hedge Percentage shall be determined without giving effect to any offsetting or similar Hedge Agreements that would otherwise result in a position that is opposite and equivalent to all or a portion of an existing Hedge Agreement (including any transaction thereunder). Neither the Issuer, nor any party otherwise having authority to act on behalf of the Issuer, is authorized to, or will, enter into an amendment to any Hedge Agreement without obtaining the prior written consent of each Rating Agency; provided that Rating Agency consent shall not be required (other than in accordance with the Hedge Agreements and other Basic Documents) and nothing in this sentence shall restrict the Issuer (i) from entering into Hedge Agreements during and after the Natural Gas Hedge Period (excluding the entry into any offsetting Hedge Agreements described in the proviso of the immediately preceding sentence) or terminating Hedge Agreements, in part or in whole, in order to maintain compliance with the terms set forth herein or to mitigate the risk that the applicable Hedge Counterparty elects not to extend the swap transaction at the end of [***]; or (ii) from optimizing, novating, transferring, rolling or terminating Hedge Agreements, provided further that the Natural Gas Hedge Percentage and the requirement to maintain the basis hedges under clause (3) is satisfied at all time until the earlier of (i) [***] or (ii) [***].

(b) Natural Gas Liquids Hedging. The Issuer shall enter into on or prior to the Closing Date, and thereafter maintain until the earlier of (i) [***] or (ii) [***], Hedge Agreements with an aggregate notional volume of (and fixing the price exposure with respect to) [***] but no more than 95% of the projected natural gas liquids output from the Issuer's (together with its Subsidiaries') Assets for each month, classified as "proved, developed and producing" and as described in the Reserve Report (the NGL Hedge Percentage"), including by way of (1) an initial hedging strategy consisting of one or more swap transactions and/or swaptions, based on a Reserve Report updated on at least a [***]; provided, however, that, in each case, the Issuer shall not enter into or maintain any Hedge Agreements for purposes of speculation or investment; *provided further*, (i) for the avoidance of doubt, the foregoing shall not prohibit Issuer from selling call options or swaptions and (ii) the Issuer's compliance with the 95% limit in the NGL Hedge Percentage shall be determined without giving effect to any offsetting or similar Hedge Agreements that would otherwise result in a position that is opposite and equivalent to all or a portion of an existing Hedge Agreement (including any transaction thereunder). Neither the Issuer, nor any party otherwise having authority to act on behalf of the Issuer, is authorized to, or will, enter into an amendment to any Hedge Agreement without obtaining the prior written consent of each Rating Agency; *provided that* nothing in this sentence shall restrict the Issuer (i) from entering into Hedge Agreements during and after the NGL Hedge Period (excluding the entry into any offsetting Hedge Agreements described in the proviso of the immediately preceding sentence) or terminating Hedge Agreements, in part or in whole, in order to maintain compliance with the terms set forth herein or to mitigate the risk that the applicable Hedge Counterparty elects not to extend the swap transaction at the end of the initial four-year term; or (ii) from optimizing, novating, transferring, rolling or terminating Hedge Agreements, *provided further that* the NGL Hedge Percentage and the requirement to maintain the basis hedges under clause (2) is satisfied at all time until the earlier of (i) [***] or (ii) [***].

ARTICLE V

REMEDIES

Section 5.1 Events of Default.

(a) "Event of Default," wherever used herein, means any one of the following events (whatever the reason for such Event of Default and, subject to Sections 5.1(a)(iv) and 5.1(a)(v), whether it shall be voluntary or involuntary or be effected by operation of Law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) the failure to pay the Notes in full by the Final Scheduled Payment Date;

(ii) default in the payment of interest on the Notes when the same becomes due and payable that continues unremedied for two (2) Business Days;

(iii) default in the observance or performance of any covenant or agreement of any Diversified Party made in any Basic Document to which it is a party (other than a covenant or agreement, a default in the observance or performance of which is specifically dealt with elsewhere in this Section 5.1(a)), or any representation or warranty of any Diversified Party made in any Basic Document to which it is a party or in any certificate or other writing delivered pursuant hereto or in connection herewith proving to have been incorrect in any material respect as of the time when the same shall have been made, and such default shall continue or not be cured, or the circumstance or condition in respect of which such representation or warranty was incorrect shall not have been eliminated or otherwise cured, for a period of thirty (30) days (subject to Section 5.1(c) below) after the earlier of (i) Knowledge of a Diversified Party of such default or incorrect representation or warranty or (ii) receipt by the Issuer and a Responsible Officer of the Indenture Trustee from a Noteholder or a Hedge Counterparty, a written notice specifying such default or incorrect representation or warranty and requiring it to be remedied and stating that such notice is a notice of Default hereunder, delivered by registered or certified mail;

(iv) the filing of a decree or order for relief by a court having jurisdiction in the premises in respect of the Issuer or Guarantors or any substantial part of the Collateral in an involuntary case under any applicable federal or state bankruptcy, insolvency or other similar Law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Issuer or for any substantial part of the Collateral, or ordering the winding-up or liquidation of the Issuer's affairs, and such decree or order shall remain unstayed and in effect for a period of sixty (60) consecutive days;

(v) the commencement by any of the Issuer, Diversified Holdings or the Guarantors of a voluntary case under any applicable federal or state bankruptcy, insolvency or other similar Law now or hereafter in effect, or the consent by the Issuer to the entry of an order for relief in an involuntary case under any such Law, or the consent by the Issuer, Diversified Holdings or the Guarantors to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Issuer or for any substantial part of the Collateral, or the making by the Issuer, Diversified Holdings or the Guarantors of any general assignment for the benefit of creditors, or the failure by the Issuer, Diversified Holdings or the Guarantors generally to pay its debts as such debts become due, or the taking of any action by the Issuer, Diversified Holdings or the Guarantors in furtherance of any of the foregoing;

(vi) the failure of the Issuer or Guarantors to cause the Indenture Trustee, for the benefit of the Holders of the Notes and the Hedge Counterparties, to have a valid first-priority perfected security interest in any portion of the Collateral (subject to Permitted Liens) within sixty (60) days after the Closing Date; provided, that it will not be an Event of Default under this clause(a)(vi) if the value of all of the Collateral for which the Indenture Trustee does not have a valid first-priority perfected security interest in any portion of the Collateral (subject to Permitted Liens) is equal to or less than 1% of the aggregate principal amount of Outstanding Notes;

(vii) other than as contemplated by Section 5.1(a)(vi), the failure of the Indenture Trustee, for the benefit of the Holders of the Notes and the Hedge Counterparties, to have a valid first-priority perfected security interest in any portion of the Collateral (subject to Permitted Liens) that is not cured within ten (10) days of the earlier of (i) Knowledge of a Diversified Party of such failure or (ii) receipt by the Issuer from the Indenture Trustee a written notice specifying such failure and requiring it to be remedied and stating that such notice is a notice of Default hereunder, delivered by registered or certified mail; provided, that it will not be an Event of Default under this clause(a)(vii) if the value of all of the Collateral for which the Indenture Trustee does not have a valid first-priority perfected security interest (subject to Permitted Liens) is equal to or less than 1% of the aggregate principal amount of Outstanding Notes;

(viii) the Issuer or a Guarantor becomes a corporation or another entity taxable as a corporation for U.S. federal income tax purposes;

(ix) the filing of a non-appealable decree or order for relief by a court having jurisdiction in the premises in respect of the Issuer, Diversified Holdings or Guarantors in excess of $500,000 and not discharged, satisfied or stayed within thirty (30) days;

(x) the adoption in final form of a statute, rule or regulation by a competent legislative or governmental rule-making body that becomes effective following the Closing Date, or the entry of a final, non-appealable judgment of a court of competent jurisdiction that is rendered following the Closing Date, which has a material adverse effect on (a) the validity or enforceability of any of the Basic Documents, or (b) the ability of the Issuer to make payments on the Notes or its obligations under any of the Hedge Agreements;

(xi) an ERISA or tax lien is created that secures the payment of money owed by the Issuer or a Guarantor in excess of $500,000;

(xii) any of the Issuer, the Diversified Holdings, the Guarantors or the Collateral is required to be registered as an "investment company" under the Investment Company Act;

(xiii) any transactions under any Hedge Agreements remain outstanding as of the date that all principal and interest upon the Notes are paid in full, excluding only any Hedge Agreements for which the Hedge Counterparty thereunder has agreed in writing to accept cash collateral or other security immediately prior to the date of such payment in full; or

(xiv) any of the Manager, the Operator, the Indenture Trustee or the Back- up Manager shall be terminated or removed (with respect to the Indenture Trustee, by the Majority Noteholders[1]) or shall resign, and a replacement manager, operator, indenture trustee or back-up manager satisfactory to the Majority Noteholders shall not have been engaged within sixty (60) days following any such resignation or termination.

(b) The Issuer shall deliver to (1) a Responsible Officer of the Indenture Trustee, (2) each Noteholder, (3) each Hedge Counterparty and (4) each Rating Agency, within five (5) Business Days after the occurrence thereof, written notice in the form of an Officer's Certificate of any event that with the giving of notice and the lapse of time could become an Event of Default under clause (a)(iii) above, its status and what action the Issuer is taking or proposes to take with respect thereto.

(c) Notwithstanding the foregoing, a breach of any covenant or agreement or representation or warranty of the Issuer referred to under clause (a)(iii) above shall not constitute an Event of Default after such thirty (30) day period (and the notice described under clause (b) above need not be delivered) if (x) the Issuer has commenced in a diligent manner a cure of such breach and (y) such remedial action could not reasonably have been expected to fully cure such breach within such thirty (30) days, but could reasonably be expected to be implemented and fully cure such breach within an additional thirty (30) days (but in no event shall the total cure period exceed a total of ninety (90) days). Upon the occurrence of any such event, each of the Issuer and the Indenture Trustee, as applicable, shall not be relieved from using its best efforts to perform its obligations in a timely manner in accordance with the terms of this Indenture and the Issuer or the Indenture Trustee, as applicable, shall provide the Indenture Trustee (if such delay or failure is a result of a delay or failure by the Issuer), the Noteholders, and the Hedge Counterparties prompt notice of such failure or delay by it, together with a description of its efforts to so perform its obligations.

Section 5.2 Acceleration of Maturity; Rescission and Annulment. If an Event of Default should occur and be continuing, then and in every such case the Indenture Trustee at the written direction of the Majority Noteholders (subject to the Indenture Trustee's indemnification rights set forth herein) or the Majority Noteholders may declare all the Notes to be immediately due and payable, by a notice in writing to the Issuer (and to a Responsible Officer of the Indenture Trustee if given by Noteholders) (a copy of which shall be provided by the Issuer to each Hedge Counterparty and each Rating Agency), and upon any such declaration the unpaid principal amount of such Notes, together with accrued and unpaid interest thereon through the date of acceleration, shall become immediately due and payable; provided, that upon the occurrence of an Event of Default specified in Section 5.1(a)(iv) or (v) all the Notes shall be automatically deemed to be immediately due and payable and upon such event the unpaid principal of such Notes, together with accrued and unpaid interest thereon through the date of such Event of Default specified in Section 5.1(a)(iv) or (v), shall become immediately due and payable, in each case, without notice, declaration or demand by the Indenture Trustee or the Noteholders, all of which are hereby waived by the Issuer.

[1] NTD: Correcting to match what was intended.

At any time after such declaration of acceleration of maturity has been made and before a judgment or decree for payment of the money due has been obtained by the Indenture Trustee as provided hereinafter in this Article V, the Majority Noteholders, by written notice to the Issuer and a Responsible Officer of the Indenture Trustee (with a copy to each Hedge Counterparty and each Rating Agency), may rescind and annul such declaration and its consequences if:

(i) the Issuer has paid or deposited with the Indenture Trustee a sum sufficient to pay:

(A) all payments of principal of and interest on all Notes and all other amounts that would then be due hereunder or upon such Notes if the Event of Default giving rise to such acceleration had not occurred; and

(B) all sums paid or advanced by the Indenture Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee and its agents and counsel; and

(ii) all Events of Default, other than the nonpayment of the principal of the Notes that has become due solely by such acceleration, have been cured or waived as provided in Section 5.12.

No such rescission shall affect any subsequent default or impair any right or any exercise of remedies consequent thereto nor shall such rescission in and of itself serve as a waiver of any of the Events of Default.

Section 5.3 Collection of Indebtedness and Suits for Enforcement by Indenture Trustee.

(a) The Issuer covenants that if (i) an Event of Default specified in Section 5.1(a)(i) has occurred and is continuing or (ii) an Event of Default specified in Section 5.1(a)(ii) has occurred and is continuing, the Issuer will, upon demand of the Indenture Trustee, pay to the Indenture Trustee, for the benefit of the Holders of the Notes and the Hedge Counterparties, as applicable, (1) the whole amount then due and payable on such Notes for principal and interest, with interest on the overdue principal and, to the extent payment at such rate of interest shall be legally enforceable, on overdue installments of interest at the rate borne by the Notes, (2) any amounts due and payable by the Issuer under the Hedge Agreements, including any termination amounts and any other amounts owed thereunder, and, in addition thereto, and (3) such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee and its agents and counsel, and all other amounts due and owing to the Indenture Trustee pursuant to Section 6.7.

(b) In case the Issuer shall fail forthwith to pay such amounts upon such demand, the Indenture Trustee, in its own name and as trustee of an express trust, may institute a Proceeding for the collection of the sums so due and unpaid, and may prosecute such Proceeding to judgment or final decree, and may enforce the same against the Issuer or other obligor upon such Notes and collect in the manner provided by Law out of the property of the Issuer or other obligor upon such Notes, wherever situated, the monies adjudged or decreed to be payable.

(c) If an Event of Default occurs and is continuing, the Indenture Trustee may, as more particularly provided in Section 5.4, proceed to protect and enforce its rights and the rights of the Noteholders and the Hedge Counterparties, by such appropriate Proceedings as the Indenture Trustee may deem necessary to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy or legal or equitable right vested in the Indenture Trustee by this Indenture or by Law.

(d) In case there shall be pending, relative to the Issuer or any other obligor upon the Notes or any Person having or claiming an ownership interest in the Collateral, Proceedings under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or other similar Law, or in case a receiver, assignee or trustee in bankruptcy or reorganization, or liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Issuer or its property or such other obligor or Person, or in case of any other comparable judicial Proceedings relative to the Issuer or other obligor upon the Notes, or to the creditors or property of the Issuer or such other obligor, the Indenture Trustee, irrespective of whether the principal of any Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Indenture Trustee shall have made any demand pursuant to the provisions of this Section 5.3, shall be entitled and empowered, by intervention in such Proceedings or otherwise:

(i) to file and prove a claim or claims for the whole amount of principal and interest owing and unpaid in respect of the Notes and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Indenture Trustee (including any claim for reasonable compensation to the Indenture Trustee and each predecessor Indenture Trustee, and their respective agents, attorneys and counsel, and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Indenture Trustee and each predecessor Indenture Trustee, except as a result of gross negligence or willful misconduct), the Noteholders and of the Hedge Counterparties allowed in such Proceedings;

(ii) unless prohibited by applicable Law and regulations, to vote as directed in writing by the Holders of Notes and the Hedge Counterparties in any election of a trustee, a standby trustee or Person performing similar functions in any such Proceedings;

(iii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute all amounts received with respect to the claims of the Noteholders, the Hedge Counterparties and the Indenture Trustee on their behalf; and

(iv) to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Indenture Trustee, the Holders of Notes and the Hedge Counterparties allowed in any Proceedings relative to the Issuer, its creditors and its property;

and any trustee, receiver, liquidator, custodian or other similar official in any such Proceeding is hereby authorized by each of such Noteholders and Hedge Counterparties to make payments to the Indenture Trustee and, in the event that the Indenture Trustee shall consent to the making of payments directly to such Noteholders or the Hedge Counterparties, to pay to the Indenture Trustee such amounts as shall be sufficient to cover reasonable compensation to the Indenture Trustee, each predecessor Indenture Trustee and their respective agents, attorneys and counsel, and all other expenses and liabilities incurred, and all advances made, by the Indenture Trustee and each predecessor Indenture Trustee except as a result of gross negligence or willful misconduct.

(e) Nothing herein contained shall be deemed to authorize the Indenture Trustee to authorize or consent to or vote for or accept or adopt on behalf of any Noteholder or any Hedge Counterparty any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof or the Hedge Agreements or the rights of any Hedge Counterparty thereof, or to authorize the Indenture Trustee to vote in respect of the claim of any Noteholder or any Hedge Counterparty in any such proceeding except, as aforesaid, to vote for the election of a trustee in bankruptcy or similar Person.

(f) All rights of action and of asserting claims under this Indenture, or under any of the Notes, may be enforced by the Indenture Trustee without the possession of any of the Notes or the production thereof in any trial or other Proceedings relative thereto, and any such action or Proceedings instituted by the Indenture Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment, subject to the payment of the expenses, disbursements and compensation of the Indenture Trustee, each predecessor Indenture Trustee and their respective agents and attorneys, shall be for the ratable benefit of the Holders of the Notes and the Hedge Counterparties.

(g) In any Proceedings brought by the Indenture Trustee (and also any Proceedings involving the interpretation of any provision of this Indenture to which the Indenture Trustee shall be a party), the Indenture Trustee shall be held to represent all the Holders of the Notes and the Hedge Counterparties, and it shall not be necessary to make any Noteholder or any Hedge Counterparty a party to any such Proceedings.

Section 5.4 Remedies; Priorities.

(a) If an Event of Default shall have occurred and be continuing, the Indenture Trustee may, or at the written direction of the Majority Noteholders (subject to the terms hereof) shall, do one or more of the following (subject to Section 5.5):

(i) institute Proceedings in its own name and as trustee of an express trust for the collection of all amounts then payable on the Notes and the Hedge Agreements (including any termination payments and any other amounts owed thereunder) or under this Indenture with respect thereto, whether by declaration or otherwise, enforce any judgment obtained and collect from the Issuer and any other obligor upon such Notes monies adjudged due;

(ii) institute Proceedings from time to time for the complete or partial foreclosure of this Indenture with respect to the Collateral;

(iii) exercise any remedies of a secured party under the UCC and take any other appropriate action to protect and enforce the rights and remedies of the Indenture Trustee, the Holders of the Notes and the Hedge Counterparties, including, for the avoidance of doubt, the exercise of any remedies available under the Basic Documents; and

(iv) sell the Collateral or any portion thereof or rights or interest therein, at one or more public or private sales called and conducted in any manner permitted by Law; provided, however, that the Indenture Trustee may not sell or otherwise liquidate the Collateral following an Event of Default, other than an Event of Default described in Section 5.1(a)(i) or (ii), unless (A) the Majority Noteholders consent thereto, (B) the proceeds of such sale or liquidation distributable to the Noteholders and the Hedge Counterparties are sufficient to discharge in full all amounts then due and unpaid upon such Notes for principal and interest and all amounts then due under the Hedge Agreements (including any termination payments and any other amounts owed thereunder) or (C) the Indenture Trustee determines that the Collateral will not continue to provide sufficient funds for the payment of principal of and interest on the Notes as they would have become due if the Notes had not been declared immediately due and payable, and the Indenture Trustee obtains the consent of one hundred percent (100%) of the Outstanding Notes. In determining such sufficiency or insufficiency with respect to clauses (B) and (C), the Indenture Trustee may, but need not, obtain and rely upon an opinion of an Independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the Collateral for such purpose.

(b) If the Indenture Trustee collects any money or property pursuant to this Article V, it shall deposit such money or property to the Collection Account as Collections to be applied pursuant to Article VIII hereof.

If the Indenture Trustee collects any money or property pursuant to this Article V, the Indenture Trustee may fix a record date and payment date for any payment to Noteholders pursuant to this Section 5.4. At least fifteen (15) days before such record date, the Issuer shall mail, by overnight mail, to each Noteholder (or transmit electronically, to the extent Notes are held in book- entry form) and each Hedge Counterparty and the Indenture Trustee a notice that states the record date, the payment date and the amount to be paid.

The Indenture Trustee shall incur no liability as a result of any sale (whether public or private) of the Collateral or any part thereof pursuant to this Section 5.4 that is conducted in a commercially reasonably manner. Each of the Issuer and the Noteholders hereby waives any claim against the Indenture Trustee arising by reason of the fact that the price at which the Collateral may have been sold at such sale (whether public or private) was less than the price that might have been obtained otherwise, even if the Indenture Trustee accepts the first offer received and does not offer the Collateral to more than one offeree, so long as such sale is conducted in a commercially reasonable manner. Each of the Issuer and the Noteholders hereby agree that in respect of any sale of the Collateral pursuant to the terms hereof, the Indenture Trustee is authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of applicable Law, or in order to obtain any required approval of the sale or of the purchaser by any governmental authority or official, and the Issuer and the Noteholders further agree that such compliance shall not, in and of its self, result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall the Indenture Trustee be liable or accountable to the Issuer or any Noteholders for any discount allowed by reason of the fact that the Collateral or any part thereof is sold in compliance with any such limitation or restriction.

Section 5.5 Optional Preservation of the Assets. If the Notes have been declared to be immediately due and payable under Section 5.2 following an Event of Default and such declaration and its consequences have not been rescinded and annulled, the Indenture Trustee may, but need not, elect to maintain possession of the Collateral. In the event that the Indenture Trustee elects to maintain possession of the Collateral, the Indenture Trustee shall provide written notice of such election to each such Rating Agency. It is the desire of the parties hereto, the Noteholders and the Hedge Counterparties that there be at all times sufficient funds for the payment of principal of and interest on the Notes and payment of any amounts due under the Hedge Counterparties (including any termination payments and any other amounts owed thereunder), and the Indenture Trustee shall take such desire into account when determining whether or not to maintain possession of the Collateral. In determining whether to maintain possession of the Collateral, the Indenture Trustee may, but need not, obtain (at the expense of the Issuer) and rely upon an opinion of an Independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the Collateral for such purpose.

Section 5.6 Limitation of Suits. No Holder of any Note shall have any right to institute any Proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(i) such Holder has previously given written notice to the Indenture Trustee of a continuing Event of Default;

(ii) the Majority Noteholders have consented to or made written request to the Indenture Trustee to institute such Proceeding in respect of such Event of Default in its own name as Indenture Trustee hereunder;

(iii) such Holder or Holders have offered to the Indenture Trustee indemnity reasonably satisfactory to it against the costs, expenses and liabilities to be incurred in complying with such request;

(iv) the Indenture Trustee for sixty (60) days after its receipt of such notice, request and offer of indemnity has failed to institute such Proceedings; and

(v) no direction inconsistent with such written request has been given to the Indenture Trustee during such sixty (60) day period by the Majority Noteholders.

It is understood and intended that no one or more Holders of Notes shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Holders of Notes or any Hedge Counterparties, or to obtain or to seek to obtain priority or preference over any other Holders or any Hedge Counterparties, or to enforce any right under this Indenture, except in the manner herein provided.

Section 5.7 Unconditional Rights of Hedge Counterparties and Noteholders to Receive Principal, Interest, and Payments of Other Obligations. Notwithstanding any other provisions in this Indenture, (a) the Holder of any Note shall have the right, which is absolute and unconditional, to receive payment of the principal of and interest, if any, on such Note on or after the respective due dates thereof expressed in such Note or in this Indenture (or, in the case of redemption, on or after the Redemption Date), (b) each Hedge Counterparty shall have the right, which is absolute and unconditional, to receive payment of any obligations of the Issuer under the Hedge Agreements (including the termination amounts and any other amounts owed thereunder) on or after the respective due dates thereof expressed in the applicable Hedge Agreement or in this Indenture, and (c) each Noteholder and Hedge Counterparty shall have the right to institute suit for the enforcement of any such payment, and such right shall not be impaired without the consent of such Holder or the Hedge Counterparties.

Section 5.8 Restoration of Rights and Remedies. If the Indenture Trustee, any Noteholder or any Hedge Counterparty has instituted any Proceeding to enforce any right or remedy under this Indenture and such Proceeding has been discontinued or abandoned for any reason or has been determined adversely to the Indenture Trustee, to such Noteholder or to such Hedge Counterparty, then and in every such case the Issuer, the Indenture Trustee, the Noteholders and the Hedge Counterparties shall, subject to any determination in such Proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Indenture Trustee, the Noteholders and the Hedge Counterparties shall continue as though no such Proceeding had been instituted.

Section 5.9 Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Indenture Trustee, to the Noteholders or to the Hedge Counterparties is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by Law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at Law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 5.10 Delay or Omission Not a Waiver. No delay or omission of the Indenture Trustee, any Holder of any Note or any Hedge Counterparty to exercise any right or remedy accruing upon any Default or Event of Default shall impair any such right or remedy or constitute a waiver of any such Default or Event of Default or an acquiescence therein. Every right and remedy given by this Article V or by Law to the Indenture Trustee, to the Noteholders or to the Hedge Counterparties may be exercised from time to time, and as often as may be deemed expedient, by the Indenture Trustee, by the Noteholders or by the Hedge Counterparties, as the case may be.

Section 5.11 Control by Noteholders. The Majority Noteholders shall have the right to direct the time, method and place of conducting any Proceeding for any remedy available to the Indenture Trustee with respect to the Notes or exercising any trust or power conferred on the Indenture Trustee; provided, that:

(i) such direction shall not be in conflict with any rule of Law or with this Indenture;

(ii) such rights shall be subject to the express terms of Section 5.4(a)(iv);

(iii) if the conditions set forth in Section 5.5 have been satisfied and the Indenture Trustee elects to retain the Collateral pursuant to such Section, then any written direction to the Indenture Trustee by Holders of Notes representing less than one hundred percent (100%) of the Outstanding Amount of the Notes to sell or liquidate the Collateral shall be of no force and effect;

(iv) the Indenture Trustee may take any other action deemed proper by the Indenture Trustee that is not inconsistent with such direction; and

(v) the Majority Noteholders have offered to the Indenture Trustee indemnity satisfactory to it against the costs, expenses and liabilities to be incurred in complying with such direction.

Notwithstanding the rights of Noteholders set forth in this Section 5.11, subject to Section 6.1, the Indenture Trustee need not take any action that it determines might involve it in liability or might adversely affect the rights of any Noteholders not consenting to such action or the rights of any Hedge Counterparties.

Section 5.12 Waiver of Past Defaults. Prior to the declaration of the acceleration of the maturity of the Notes as provided in Section 5.2, the Majority Noteholders may waive any past Default or Event of Default and its consequences except a Default or Event of Default (a) in payment of principal of or interest on any of the Notes, (b) arising under any Hedge Agreement, (c) in respect of a covenant or provision hereof which cannot be modified or amended without the consent of the Holder of each Note, or (d) occurring as a result of an event specified in Section 5.1(a)(iv) or (v). In the case of any such waiver, the Issuer, the Indenture Trustee, the Holders of the Notes and the Hedge Counterparties shall be restored to their former positions and rights hereunder, respectively; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereto.

Upon any such waiver, such Default or Event of Default shall cease to exist and be deemed to have been cured and not to have occurred, and any Event of Default arising therefrom shall be deemed to have been cured and not to have occurred, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereto. The Indenture Trustee shall promptly give written notice of any such waiver to each Rating Agency.

Section 5.13 Undertaking for Costs. All parties to this Indenture agree, and each Holder of a Note by such Holder's acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Indenture Trustee for any action taken, suffered or omitted by it as Indenture Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees and reasonable expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section 5.13 shall not apply to (a) any suit instituted by the Indenture Trustee, (b) any suit instituted by any Noteholder, or group of Noteholders, in each case holding Notes evidencing in the aggregate more than 10% of the Outstanding Amount or (c) any suit instituted by any Noteholder for the enforcement of the payment of principal of or interest on any Note on or after the respective due dates expressed in such Note and in this Indenture (or, in the case of redemption, on or after the Redemption Date).

Section 5.14 Waiver of Stay or Extension Laws. The Issuer covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension Law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Issuer (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such Law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Indenture Trustee, but will suffer and permit the execution of every such power as though no such Law had been enacted.

Section 5.15 Action on Notes or Hedge Agreements. The Indenture Trustee's right to seek and recover judgment on the Notes or the Hedge Agreements or under this Indenture shall not be affected by the seeking, obtaining or application of any other relief under or with respect to this Indenture. Neither the lien of this Indenture nor any rights or remedies of the Indenture Trustee, the Noteholders or the Hedge Counterparties shall be impaired by the recovery of any judgment by the Indenture Trustee against the Issuer or by the levy of any execution under such judgment upon any portion of the Collateral or upon any of the assets of the Issuer or any of its Subsidiaries. Any money or property collected by the Indenture Trustee shall be applied in accordance with Section 5.4(b).

Section 5.16 Performance and Enforcement of Certain Obligations.

(a) The Issuer shall take all such lawful action as the Indenture Trustee, at the direction of the Majority Noteholders, shall request to compel or secure the performance and observance by the Manager of its obligations to the Issuer under or in connection with the Management Services Agreement, by any of the Diversified Parties of its obligations under or in connection with the Separation Agreement or the Contribution Agreement, and to exercise any and all rights, remedies, powers and privileges lawfully available to the Issuer under or in connection with the Management Services Agreement or by any of the Issuer Parties under the Separation Agreement or the Contribution Agreement to the extent and in the manner directed by the Indenture Trustee, at the direction of the Majority Noteholders, including the transmission of notices of default under the Management Services Agreement on the part of the Manager thereunder, claims for indemnification by Diversified ABS III Upstream against any of the Diversified Parties under the Separation Agreement or the Contribution Agreement, and the institution of legal or administrative actions or proceedings to compel or secure performance by the Manager of its obligations under the Management Services Agreement, and by any of the Diversified Parties of its obligations under the Separation Agreement or the Contribution Agreement.

(b) If an Event of Default has occurred and is continuing, the Indenture Trustee may, and at the direction (which direction shall be in writing) of the Majority Noteholders, shall, (subject to the terms hereof) exercise all rights, remedies, powers, privileges and claims of the Issuer against the Manager under or in connection with the Management Services Agreement, or against any of the Diversified Parties under or in connection with the Separation Agreement or the Contribution Agreement, including the right or power to take any action to compel or secure performance or observance by the Manager, of its obligations to the Issuer under the Management Services Agreement or by any of the Diversified Parties, of its obligations to the Issuer under the Separation Agreement or the Contribution Agreement, and to give any consent, request, notice, direction, approval, extension or waiver under the Management Services Agreement, the Separation Agreement, or the Contribution Agreement, as the case may be, and any right of any of the Issuer Parties to take such action shall be suspended.

ARTICLE VI

THE INDENTURE TRUSTEE

Section 6.1 Duties of Indenture Trustee.

(a) If an Event of Default has occurred and is continuing, the Indenture Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except as directed in writing by the Majority Noteholders or any other percentage of Noteholders required hereby, the Indenture Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and the other Basic Documents to which it is a party (and no implied covenants or obligations shall be read into this Indenture or such other Basic Documents against the Indenture Trustee). In the absence of gross negligence or willful misconduct on its part, the Indenture Trustee may conclusively rely upon certificates or opinions furnished to the Indenture Trustee and conforming to the requirements of this Indenture, the truth of the statements and the correctness of the opinions expressed therein; however, in the case of certificates or opinions specifically required by any provision of this Indenture to be furnished to it, the Indenture Trustee shall examine the certificates and opinions to determine whether or not they conform on their face to the requirements of this Indenture (but need not confirm or investigate the accuracy of any mathematical calculations or other facts stated therein).

(c) The Indenture Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of paragraph (b) of this Section 6.1;

(ii) the Indenture Trustee shall not be liable for any error of judgment made in good faith by the Indenture Trustee unless it is proved that the Indenture Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Indenture Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 5.11.

(d) Every provision of this Indenture that in any way relates to the Indenture Trustee is subject to this Section 6.1 and Section 6.2.

(e) The Indenture Trustee shall not be liable for interest on any money received by it except as the Indenture Trustee may agree in writing with the Issuer.

(f) Money held on behalf of the Noteholders by the Indenture Trustee need not be segregated from other funds except to the extent required by Law or the terms of this Indenture or the Management Services Agreement.

(g) No provision of this Indenture shall require the Indenture Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds to believe that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it, and none of the provisions contained in this Indenture shall in any event require the Indenture Trustee to perform, or be responsible for the performance of, any of the obligations of the Manager or the Back-up Manager under this Indenture or the Basic Documents.

(h) The Indenture Trustee shall have no duty (i) to see to any recording, filing, or depositing of this Indenture or any agreement referred to herein or any financing statement or continuation statement evidencing a security interest, or to see to the maintenance of any such recording or filing or depositing or to any re-recording, refiling or redepositing of any thereof or otherwise to monitor the perfection, continuation of perfection or the sufficiency or validity of any security interest related to the Collateral, (ii) to see to any insurance or (iii) subject to the other provisions of this Indenture and the Basic Documents, to see to the payment or discharge of any tax, assessment, or other governmental charge or any lien or encumbrance of any kind owing with respect to, assessed or levied against, any part of the Collateral.

(i) The Indenture Trustee shall not be charged with knowledge of any Default, Event of Default, Material Manager Default or breach of representation or warranty unless either (1) a Responsible Officer of the Indenture Trustee shall have actual knowledge of such Default, Event of Default or breach of representation or warranty or (2) written notice of such Default, Event of Default or breach of representation or warranty shall have been given to a Responsible Officer of the Indenture Trustee in accordance with the provisions of this Indenture. For the avoidance of doubt, receipt by the Indenture Trustee of a Payment Date Report shall not constitute actual knowledge of any breach of representation or warranty.

Section 6.2 Rights of Indenture Trustee.

(a) The Indenture Trustee may conclusively rely on any document believed by it to be genuine and to have been signed or presented by the proper person.

(b) Before the Indenture Trustee acts or refrains from acting, it may require an Officer's Certificate of the Issuer or an Opinion of Counsel. The Indenture Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on an Officer's Certificate or Opinion of Counsel.

(c) The Indenture Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys or a custodian or nominee, and the Indenture Trustee shall not be responsible for any misconduct or negligence on the part of, or for the supervision of, any such agent, attorney, custodian or nominee appointed absent gross negligence or willful misconduct.

(d) The Indenture Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers; provided, that the Indenture Trustee's conduct does not constitute gross negligence or willful misconduct.

(e) The Indenture Trustee may consult with counsel, accountants and other experts of its own selection (which may include counsel to the Issuer, the Noteholders and/or the Hedge Counterparties), and the advice or opinion of such counsel, accountants and other experts with respect to legal or other matters relating to this Indenture and the Notes shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel, accountants and other experts.

(f) The Indenture Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture or to institute, conduct or defend any litigation hereunder or in relation hereto or to honor the request or direction of any of the Noteholders pursuant to this Indenture, unless such Noteholders shall have offered to the Indenture Trustee security or indemnity satisfactory to it against the reasonable costs, expenses, disbursements, advances and liabilities which might be incurred by it, its agents and its counsel in compliance with such request or direction.

(g) The Indenture Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document (including electronic communications), unless requested in writing to do so by the Holders of Notes representing at least 25% of the Notes; provided, that if the payment within a reasonable time to the Indenture Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Indenture Trustee, not reasonably assured to the Indenture Trustee by the security afforded to it by the terms of this Indenture, the Indenture Trustee may require indemnity satisfactory to the Indenture Trustee in its reasonable discretion against such cost, expense or liability as a condition to taking any such action. In no event shall the Indenture Trustee have any responsibility to monitor Diversified's compliance with or be charged with knowledge of the Credit Risk Retention Rules, nor shall it be liable to any Noteholder or any party whatsoever for violation of such rules or requirements or such similar provisions now or hereafter in effect.

(h) The right of the Indenture Trustee to perform any discretionary act enumerated in this Indenture or any other Basic Document to which it is a party shall not be construed as a duty or obligation, and the Indenture Trustee shall not be answerable under this Indenture or any other Basic Document to which it is a party for anything other than its gross negligence or willful misconduct in the performance of such act.

(i) The rights, privileges, protections, immunities and benefits given to the Indenture Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Indenture Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder. In connection with its actions under any other Basic Document to which it is a party, the Indenture Trustee shall also be afforded all of the rights, privileges, protections, immunities and benefits given to it herein, including, without limitation, its right to be indemnified, as if set forth in full therein, *mutatis mutandis*.

(j) In no event shall the Indenture Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, any act or provision of any present or future law or regulation or governmental authority, strikes, work stoppages, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, epidemics, pandemics, quarantines, and interruptions, loss or malfunctions of utilities, communications or computer (hardware or software) systems and services, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility; it being understood that the Indenture Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

(k) In no event shall the Indenture Trustee be liable (i) for special, consequential, indirect or punitive damages (including lost profits), (ii) for the acts or omissions of its nominees, correspondents, clearing agencies or securities depositories and (iii) for the acts or omissions of brokers or dealers even if the Indenture Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(l) In no event shall the Indenture Trustee be liable for the failure to perform its duties hereunder if such failure is a direct or proximate result of another party's failure to perform its obligations hereunder.

(m) As to any fact or matter the manner of ascertainment of which is not specifically described herein, the Indenture Trustee shall be entitled to receive and may for all purposes hereof conclusively rely on a certificate, signed by an officer of any duly authorized Person, as to such fact or matter, and such certificate shall constitute full protection to the Indenture Trustee for any action taken or omitted to be taken by it in good faith reliance thereon.

(n) Any Opinion of Counsel requested by the Indenture Trustee shall be an expense of the party requesting the Indenture Trustee to act or refrain from acting or otherwise shall be an expense of the Issuer.

(o) The Indenture Trustee or its Affiliates are permitted to receive additional compensation that could be deemed to be in the Indenture Trustee's economic self-interest for (i) serving as investment adviser, administrator, shareholder servicing agent, custodian or sub- custodian, (ii) using Affiliates to effect transactions in certain investments (if directed) and (iii) effecting transactions in certain investments (if directed). Such compensation shall not be considered an amount that is reimbursable or payable to the Indenture Trustee as part of the compensation hereunder.

(p) Neither the Indenture Trustee nor the Issuer shall be responsible for the acts or omissions of the other, it being understood that this Indenture shall not be construed to render them partners, joint venturers or agents (unless expressly set forth herein) of one another.

(q) The Indenture Trustee shall not have any obligation or liability to take any action or to refrain from taking any action hereunder that requires written direction in the absence of such written direction as provided hereunder.

(r) The Indenture Trustee shall not be required to give any bond or surety with respect to the execution of the trust created hereby or the powers granted hereunder.

(s) The Indenture Trustee may, from time to time, request that the Issuer deliver a certificate (upon which the Indenture Trustee may conclusively rely) setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture or any other Basic Document together with a specimen signature of such authorized officers; provided, however, that from time to time, the Issuer may, by delivering to the Indenture Trustee a revised certificate, change the information previously provided by it pursuant to this Section 6.02(s), but the Indenture Trustee shall be entitled to conclusively rely on the then current certificate until receipt of a superseding certificate.

(t) Except for notices, reports and other documents expressly required to be furnished to the Holders or the Hedge Counterparties by the Indenture Trustee hereunder, the Indenture Trustee shall not have any duty or responsibility to provide any Holder with any information concerning the transaction contemplated hereby, the Issuer, the servicer or any other parties to any other Basic Document which may come into the possession of the Indenture Trustee or any of its officers, directors, employees, representatives or attorneys in fact.

If at any time the Indenture Trustee is served with any arbitral, judicial or administrative order, judgment, award, decree, writ or other form of arbitral, judicial or administrative process which in any way affects this Indenture, the Notes, the Collateral or any part thereof or funds held by it (including, but not limited to, orders of attachment or garnishment or other forms of levies or injunctions), it shall be authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate; and if the Indenture Trustee complies with any such arbitral, judicial or administrative order, judgment, award, decree, writ or other form of arbitral, judicial or administrative process, the Indenture Trustee shall not be liable to any of the parties hereto or to any other person or entity even though such order, judgment, award, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect

Section 6.3 Individual Rights of Indenture Trustee. The Indenture Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer or its Affiliates with the same rights it would have if it were not Indenture Trustee. Any Paying Agent, Note Registrar, co-registrar or co-paying agent may do the same with like rights. However, the Indenture Trustee must comply with Sections 6.11 and 6.12.

Section 6.4 Indenture Trustee's Disclaimer. The Indenture Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Issuer's use of the proceeds from the Notes, and it shall not be responsible for any statement of the Issuer in the Indenture or in any document issued in connection with the sale of the Notes or in the Notes other than the Indenture Trustee's certificate of authentication.

Section 6.5 Notice of Material Manager Defaults or Events of Default. Unless provided by Issuer (or the Manager on its behalf) on an earlier date, if a Material Manager Default, Warm Trigger Event, Rapid Amortization Event, Default or Event of Default occurs and is continuing and if it is known to the Indenture Trustee pursuant to Section 6.1(i), the Indenture Trustee shall mail to each Noteholder, each Hedge Counterparty and each Rating Agency notice of the Material Manager Default, Warm Trigger Event, Rapid Amortization Event, Default or Event of Default within five (5) days after receipt of such knowledge.

Section 6.6 Reports by Indenture Trustee. The Indenture Trustee shall make available within a reasonable period of time after the end of each calendar year to each Noteholder and each Hedge Counterparty such information furnished to the Indenture Trustee as may be required to enable such Holder or such Hedge Counterparty to prepare its federal and state income tax returns. On or before each Payment Date, the Indenture Trustee will post a copy of the statement or statements provided to the Indenture Trustee pursuant to Sections 7.1 and 8.8 hereof with respect to the applicable Payment Date and the Reserve Report pursuant to Section 8.5 hereof on its internet website promptly following its receipt thereof, for the benefit of the Noteholders, the Back-Up Manager, the Hedge Counterparties, Holders and the Rating Agencies, and upon written request provide a copy thereof to the Hedge Counterparties and the Rating Agencies. The Indenture Trustee's internet website shall initially be located at "*www.debtx.com*." The Indenture Trustee may change the way the statements and information are posted or distributed in order to make such distribution more convenient and/or accessible for the Noteholders, the Back-Up Manager, the Hedge Counterparties and the Rating Agencies, and the Indenture Trustee shall provide on the website timely and adequate notification to all parties regarding any such change.

Section 6.7 Compensation and Indemnity. The Issuer shall pay to the Indenture Trustee from time to time reasonable compensation for its services as agreed between the Issuer and the Indenture Trustee in writing from time to time. The Indenture Trustee's compensation shall not be limited by any Law on compensation of a trustee of an express trust. The Issuer shall reimburse the Indenture Trustee for all reasonable and documented out-of-pocket expenses incurred or made by it, including costs of collection, in addition to the compensation for its services. Such expenses shall include the reasonable and documented compensation and expenses, disbursements and advances of the Indenture Trustee's agents, counsel, accountants and experts; provided, that, reimbursement for expenses and disbursements of any legal counsel to the Indenture Trustee may be subject to any limitations separately agreed upon in writing before the date hereof between the Issuer and the Indenture Trustee. The Issuer shall indemnify the Indenture Trustee for, and hold it and its officers, directors, employees, representatives and agents harmless against any and all loss, liability, claim, damage or expense, including reasonable and documented legal and consulting fees and expenses and including, without limitation, any legal fees, costs and expenses incurred in connection with any enforcement (including any action, claim or suit brought by the Indenture Trustee of any indemnification or other obligation of the Issuer or the Manager), incurred by it in connection with the administration of this Indenture and the performance of its duties hereunder, including with respect to any Environmental Liabilities, compliance with Environmental Laws and the generation, use, presence or release of Hydrocarbons or Hazardous Materials. The Indenture Trustee shall notify the Issuer and the Manager promptly of any claim of which the Indenture Trustee has received written notice for which it may seek indemnity. Failure by the Indenture Trustee to so notify the Issuer and the Manager shall not relieve the Issuer or the Manager of its obligations hereunder. The Issuer may defend any such claim, and the Indenture Trustee may have separate counsel in connection with the defense of any such claim and the Issuer shall pay the fees and expenses of such counsel. The Issuer need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Indenture Trustee through the Indenture Trustee's own gross negligence or willful misconduct.

The Issuer's payment obligations to the Indenture Trustee pursuant to this Section shall survive the resignation or removal of the Indenture Trustee and the discharge of this Indenture. When the Indenture Trustee incurs fees or expenses after the occurrence of a Default specified in Section 5.1(a)(iv) or 5.1(a)(v) with respect to the Issuer, the expenses are intended to constitute expenses of administration under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or similar Law.

Section 6.8 Replacement of Indenture Trustee. No resignation or removal of the Indenture Trustee and no appointment of a successor Indenture Trustee shall become effective until the acceptance of appointment by the successor Indenture Trustee pursuant to this Section 6.8. The Indenture Trustee may resign at any time with thirty (30) days' prior written notice by so notifying the Issuer (with a copy to each Noteholder, each Hedge Counterparty and each Rating Agency). The Majority Noteholders may remove the Indenture Trustee with thirty (30) days' prior written notice by so notifying the Indenture Trustee, Diversified and the Hedge Counterparties and may appoint a successor Indenture Trustee. The Issuer shall remove the Indenture Trustee if:

(i) the Indenture Trustee fails to comply with Section 6.11;

(ii) the Indenture Trustee is adjudged bankrupt or insolvent;

(iii) a receiver or other public officer takes charge of the Indenture Trustee or its property; or

(iv) the Indenture Trustee otherwise becomes incapable of acting.

If the Indenture Trustee resigns or is removed or if a vacancy exists in the office of Indenture Trustee for any reason (the Indenture Trustee in such event being referred to herein as the retiring Indenture Trustee), the Issuer shall promptly appoint a successor Indenture Trustee, acceptable to the Majority Noteholders and the Hedge Counterparties, and shall notify Diversified and each Rating Agency of such appointment.

A successor Indenture Trustee shall deliver a written acceptance of its appointment to the retiring Indenture Trustee, the Issuer, each Noteholder, and each Hedge Counterparty. Thereupon the resignation or removal of the retiring Indenture Trustee shall become effective, and the successor Indenture Trustee shall have all the rights, powers and duties of the Indenture Trustee under this Indenture. The successor Indenture Trustee shall mail a notice of its succession to Noteholders and the Hedge Counterparties. The retiring Indenture Trustee shall promptly transfer all property held by it as Indenture Trustee to the successor Indenture Trustee.

If a successor Indenture Trustee does not take office within thirty (30) days after the retiring Indenture Trustee resigns or is removed, the retiring Indenture Trustee, the Issuer or the Majority Noteholders may, at the expense of the Issuer, petition any court of competent jurisdiction for the appointment of a successor Indenture Trustee.

If the Indenture Trustee fails to comply with Section 6.11, any Noteholder or any Hedge Counterparty may petition any court of competent jurisdiction for the removal of the Indenture Trustee and the appointment of a successor Indenture Trustee.

Notwithstanding the replacement of the Indenture Trustee pursuant to this Section 6.8, the Issuer's obligations under Section 6.7 shall continue for the benefit of the retiring Indenture Trustee.

Section 6.9 Successor Indenture Trustee by Merger. If the Indenture Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee corporation or banking association without any further act shall be the successor Indenture Trustee; provided, that such corporation or banking association shall be otherwise qualified and eligible under Section 6.11. The Indenture Trustee shall provide Diversified, Holders and each Rating Agency with prior written notice of any such transaction.

Section 6.10 Appointment of Co-Indenture Trustee or Separate Indenture Trustee.

(a) Notwithstanding any other provisions of this Indenture, at any time, for the purpose of meeting any legal requirement of any jurisdiction in which any part of the Collateral may at the time be located, the Indenture Trustee shall have the power and may execute and deliver all instruments to appoint one or more Persons to act as a co-trustee or co-trustees, or separate trustee or separate trustees, of all or any part of the Issuer, and to vest in such Person or Persons, in such capacity and for the benefit of the Noteholders and each Hedge Counterparty, such title to the Collateral, or any part hereof, and, subject to the other provisions of this Section 6.10, such powers, duties, obligations, rights and trusts as the Indenture Trustee may consider necessary or desirable. No co-trustee or separate trustee hereunder shall be required to meet the terms of eligibility as a successor trustee under Section 6.11 and no notice to Noteholders of the appointment of any co-trustee or separate trustee shall be required under Section 6.8 hereof.

(b) Every separate trustee and co-trustee shall, to the extent permitted by Law, be appointed and act subject to the following provisions and conditions:

(i) all rights, powers, duties and obligations conferred or imposed upon the Indenture Trustee shall be conferred or imposed upon and exercised or performed by the Indenture Trustee and such separate trustee or co-trustee jointly (it being understood that such separate trustee or co-trustee is not authorized to act separately without the Indenture Trustee joining in such act), except to the extent that under any Law of any jurisdiction in which any particular act or acts are to be performed the Indenture Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the Collateral or any portion thereof in any such jurisdiction) shall be exercised and performed singly by such separate trustee or co- trustee, but solely at the direction of the Indenture Trustee;

(ii) no trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder; and

(iii) the Indenture Trustee may at any time accept the resignation of or remove any separate trustee or co-trustee.

(c) Any notice, request or other writing given to the Indenture Trustee shall be deemed to have been given to each of the then separate trustees and co-trustees, as effectively as if given to each of them. Every instrument appointing any separate trustee or co-trustee shall refer to this Indenture and the conditions of this Article VI. Each separate trustee and co-trustee, upon its acceptance of the trusts conferred, shall be vested with the estates or property specified in its instrument of appointment, either jointly with the Indenture Trustee or separately, as may be provided therein, subject to all the provisions of this Indenture, specifically including every provision of this Indenture relating to the conduct of, affecting the liability of, or affording protection to, the Indenture Trustee. Every such instrument shall be filed with the Indenture Trustee.

(d) Any separate trustee or co-trustee may at any time constitute the Indenture Trustee, its agent or attorney-in-fact with full power and authority, to the extent not prohibited by Law, to do any lawful act under or in respect of this Indenture on its behalf and in its name. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of its estates, properties, rights, remedies and trusts shall vest in and be exercised by the Indenture Trustee, to the extent permitted by Law, without the appointment of a new or successor trustee.

Section 6.11 Eligibility; Disqualification. The Indenture Trustee shall have a combined capital and surplus of at least $50,000,000 as set forth in its most recent published annual report of condition, and the time deposits of the Indenture Trustee shall be rated at least BBB (or equivalent) by Fitch and one other NRSRO, to the extent that Fitch rates the Notes, and otherwise, two NRSROs.

Section 6.12 Representations and Warranties of the Indenture Trustee. The Indenture Trustee hereby makes the following representations and warranties on which the Issuer, Noteholders and the Hedge Counterparties shall rely:

(a) the Indenture Trustee is a national banking association duly organized and validly existing under the Laws of the jurisdiction of its formation;

(b) the Indenture Trustee has full power, authority and legal right to execute, deliver, and perform this Indenture and shall have taken all necessary action to authorize the execution, delivery and performance by it of this Indenture;

(c) the execution, delivery and performance by the Indenture Trustee of this Indenture (i) shall not violate any provision of any Law or regulation governing the banking and trust powers of the Indenture Trustee or any order, writ, judgment or decree of any court, arbitrator, or governmental authority applicable to the Indenture Trustee or any of its assets, (ii) shall not violate any provision of the corporate charter or bylaws of the Indenture Trustee and (iii) shall not violate any provision of, or constitute, with or without notice or lapse of time, a default under, or result in the creation or imposition of any lien on any properties included in the Collateral pursuant to the provisions of any mortgage, indenture, contract, agreement or other undertaking to which it is a party, which violation, default or lien could reasonably be expected to have a materially adverse effect on the Indenture Trustee's performance or ability to perform its duties under this Indenture or on the transactions contemplated in this Indenture;

(d) no consent, license, approval or authorization of, or filing or registration with, any governmental authority, bureau or agency is required to be obtained that has not been obtained by the Indenture Trustee in connection with the execution, delivery or performance by the Indenture Trustee of the Basic Documents; and

(e) this Indenture has been duly executed and delivered by the Indenture Trustee and constitutes the legal, valid and binding agreement of the Indenture Trustee, enforceable in accordance with its terms.

ARTICLE VII

INFORMATION REGARDING THE ISSUER

Section 7.1 Financial and Business Information.

(a) Annual Statements — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, within one hundred and twenty (120) days after the end of each fiscal year of the Issuer, commencing with the fiscal year ended December 31, 2021, duplicate copies of the audited consolidated financial statements of Diversified and its consolidated subsidiaries by an independent public accountant; provided, that upon receipt of such audited consolidated financial statements, the Indenture Trustee shall promptly make them available to Noteholders, the Hedge Counterparties, and the Rating Agencies on the Indenture Trustee's internet website.

(b) Quarterly Statements — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, within sixty (60) days after the end of each quarterly fiscal period in each fiscal year of the Issuer, commencing with the fiscal quarter of the Issuer ended March 31, 2022, duplicate copies of the following reports; provided, that upon receipt of such reports, the Indenture Trustee shall promptly make them available to Noteholders, the Hedge Counterparties, and the Rating Agencies on the Indenture Trustee's internet website:

(i) an unaudited consolidated balance sheet of Diversified and its consolidated subsidiaries as at the end of such quarter, and

(ii) unaudited consolidated statements of income, changes in shareholders' equity and cash flows of Diversified and its consolidated subsidiaries, for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter, in each case setting forth, starting with the fiscal quarter ended March 31, 2022, in comparative form the figures for the corresponding periods in the previous fiscal year, all in reasonable detail, prepared in accordance with IFRS, or, to the extent Diversified Corp or its direct or indirect parent prepares its financial statements in accordance with GAAP, in accordance with GAAP, applicable to quarterly financial statements generally, and certified by a Senior Financial Officer of Diversified as fairly presenting, in all material respects, the financial position of the companies being reported on and their results of operations and cash flows, subject to changes resulting from year-end adjustments.

(c) Notice of Material Events — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, each Noteholder, and each Hedge Counterparty promptly, and in any event within three (3) Business Days after a Responsible Officer of the Issuer, the Manager or Diversified becomes aware of the existence of (i) any Rapid Amortization Event, (ii) Material Manager Default, (iii) Default, (iv) Event of Default, (v) any default under any Basic Document, (i) any event that can be reasonably expected to cause a Material Adverse Effect, (vii) information that any Person has given any notice or taken any action with respect to a claimed default hereunder or (viii) Warm Trigger Event, an Officer's Certificate (with a copy to each Rating Agency) specifying the nature and period of existence and what action the Issuer is taking or proposes to take with respect thereto. The Issuer shall, at the Issuer's expense (in accordance with Section 8.6), promptly provide the Indenture Trustee, each Noteholder, each Hedge Counterparty, the Manager (or Back-up Manager) and the Rating Agencies with such additional information as any such party may reasonably request from time to time in connection with the matters so reported, and the actions so taken or contemplated to be taken.

(d) Notices from Governmental Body — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, each Noteholder, and each Hedge Counterparty promptly, and in any event within ten (10) days of receipt thereof, copies of any material notice to any Issuer Party from any Governmental Body (with a copy to each Rating Agency) relating to any order, ruling, statute or other Law or regulation.

(e) Notices under Material Agreement — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, each Noteholder, and each Hedge Counterparty promptly, and in any event within fifteen (15) days after delivery or receipt by any Issuer Party, copies of all notices of termination, Default or Event of Default, suspension of performance or any force majeure event given or received pursuant to or in respect of any material agreement to which it is a party or any other material notices or documents given or received pursuant to or in respect of any material agreement to which it is a party (with a copy to each Rating Agency).

(f) Payment Date Compliance Certificates — On or before the third (3rd) Business Day prior to each Payment Date, the Issuer shall deliver to the Indenture Trustee, each Noteholder, each Hedge Counterparty, and each Rating Agency, an Officer's Certificate to the effect that, except as provided in a notice delivered pursuant to Section 7.1(c), no potential Rapid Amortization Event or Rapid Amortization Event, no potential Material Manager Default or Material Manager Default, no potential Warm Trigger Event or Warm Trigger Event, no Default or Event of Default has occurred and is continuing (each, a "Payment Date Compliance Certificate").

(g) Ratings — Beginning with the year ended December 31, 2022, the Issuer shall annually obtain a ratings letter from at least one Rating Agency in accordance with Section 9.17 of the Note Purchase Agreement; provided, that upon receipt of such ratings letter from the Issuer, the Indenture Trustee shall promptly make such ratings letter available to Noteholders, the Hedge Counterparties, and the Rating Agencies on the Indenture Trustee's internet website.

Section 7.2 Visitation.

(a) If no Default or Event of Default then exists, each Issuer Party shall permit the representatives of each Noteholder that is an Institutional Investor to visit and inspect the offices or properties of the Issuer Party, to examine all its books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss its affairs, finances and accounts with the Issuer Party's officers, employees and independent certified public accountants, at such time as may be reasonably requested in writing; provided, however, that in no event shall the Issuer Party be required to permit the representatives of a Noteholder to visit more than one (1) time in any twelve-month period. Any visits contemplated by this Section 7.2(a) shall be at the sole expense of the requesting party.

(b) If a Default or Event of Default exists, each Issuer Party shall permit the representatives of each holder of a Note that is an Institutional Investor, at the expense of the Issuer Party, upon reasonable prior notice, to visit and inspect the offices or properties of the Issuer Party, to examine all its books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss its affairs, finances and accounts with the Issuer Party's officers, employees and independent certified public accountants, all at such times as may be reasonably requested and as often as may be requested. Any visits contemplated by this Section 7.2(b) shall be at the sole expense of the Issuer and not limited in number.

ARTICLE VIII

ACCOUNTS, DISBURSEMENTS AND RELEASES

Section 8.1 Deposit of Collections. The Issuer, the Guarantors and the Manager on its behalf, shall direct that all payments with respect to the Assets and all payments received under the Hedge Agreements (whether directly from a Hedge Counterparty or from Diversified Energy Marketing LLC) be made to the Collection Account; provided that amounts posted by a Hedge Counterparty as collateral to the Issuer under an applicable Hedge Agreement shall not be deposited in the Collection Account and shall not constitute Available Funds. The Issuer, and in the event any Collections are received by any Affiliate of the Issuer (other than the Operator, solely in its capacity as such), if applicable, shall remit or cause such Affiliate to remit to the Collection Account within two (2) Business Days of receipt and identification thereof (including receipt of proper instructions regarding where to allocate such payment) all Collections received with respect to the Assets. The Operator, solely in its capacity as such, shall remit to the Collection Account within sixty (60) days of receipt and initial identification thereof (including receipt of proper instructions regarding where to allocate such payment) all Collections received with respect to the Assets (subject in any case to the expense and reimbursement provisions of the Joint Operating Agreement); provided, that, to the extent that the Operator definitively identifies Collections attributable to the Issuer pursuant to the Joint Operating Agreement subsequent to the application of funds from such Collection pursuant to the expense and reimbursement provisions thereof, the Operator shall remit such funds to the Collection Account within two (2) Business Days of definitive identification thereof (including receipt of proper instructions regarding where to allocate such payment). Notwithstanding anything contained herein to the contrary, the Indenture Trustee shall be authorized to accept instructions from the Manager (which shall be in writing) on behalf of the Issuer on a daily basis regarding withdrawals or order transfers of funds from the Collection Account, to the extent such funds have been mistakenly deposited into the Collection Account (including without limitation funds representing amounts due and payable on wells not part of the Assets). In the case of any withdrawal or transfer pursuant to the foregoing sentence, the Manager, on behalf of the Issuer, shall provide the Noteholders, the Hedge Counterparties and the Indenture Trustee with notice of such withdrawal or transfer, together with reasonable supporting details regarding such withdrawal or transfer and the mistaken deposit related thereto, on such date of withdrawal to be delivered by the Manager, on behalf of the Issuer (or in such earlier written notice as may be required by the Indenture Trustee from the Manager, on behalf of the Issuer, from time to time). Notwithstanding anything therein to the contrary, the Indenture Trustee shall be entitled to make withdrawals or order transfers of funds from the Collection Account, in the amount of all reasonable and appropriate out-of-pocket costs and expenses incurred by the Indenture Trustee in connection with any misdirected funds described in the second foregoing sentence.

Section 8.2 Establishment of Accounts.

(a) The Issuer, for the benefit of the Noteholders and each Hedge Counterparty, shall cause to be established and maintained with the Securities Intermediary a non-interest bearing trust account on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Collection Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders and each Hedge Counterparty. The Issuer, for the benefit of the Noteholders and each Hedge Counterparty, shall deposit, or cause its Affiliate to deposit, any and all funds received pursuant to any Hedge Agreement into the Collection Account, subject only to the terms of the Joint Operating Agreement; provided, however, any such amounts received as "Posted Collateral" pursuant to the terms of a Hedge Agreement shall be deposited into the Hedge Collateral Account.

(b) The Issuer, for the benefit of the Noteholders and each Hedge Counterparty, shall cause to be established and maintained with the Securities Intermediary a non-interest bearing trust account on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Asset Disposition Proceeds Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders and each Hedge Counterparty.

(c) The Issuer, for the benefit of the Noteholders and the Hedge Counterparties, shall cause to be established and maintained with the Securities Intermediary a non-interest bearing trust account on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Liquidity Reserve Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders and each Hedge Counterparty.

(d) The Issuer, for the benefit of the Noteholders and the Hedge Counterparties, may from to time to time by written direction to the Indenture Trustee cause to be established and maintained with the Securities Intermediary one or more accounts or sub-accounts on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Hedge Collateral Accounts"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders and the Hedge Counterparties. Amounts posted as collateral to the Issuer under an applicable Hedge Agreement shall be deposited in such accounts and held therein in accordance with the terms of the applicable Hedge Agreement. The Manager shall have the power to instruct the Indenture Trustee in writing to establish the Hedge Collateral Accounts and to make withdrawals and returns from the Hedge Collateral Accounts for the purpose of permitting the Issuer to carry out its respective duties under the applicable Hedge Agreement. Notwithstanding anything contained herein to the contrary, the parties hereby acknowledge and agree that any Hedge Counterparty's right to the return of any excess collateral posted under the Hedge Agreement, as determined in accordance with the terms of the relevant Hedge Agreement, and held in the Hedge Collateral Account, shall be senior in all respects to any rights or interests of the Indenture Trustee in such Hedge Collateral Account for the benefit of the Noteholders and the Hedge Counterparties.

(e) The Issuer, for the benefit of the Noteholders and the Hedge Counterparties, shall cause to be established and maintained with the Securities Intermediary a non-interest bearing trust account on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "P&A Reserve Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Secured Parties. To the extent a P&A Reserve Trigger has occurred with respect to the Issuer's most recently completed fiscal year, Available Funds shall be deposited into the P&A Reserve Account in an amount equal to the P&A Reserve Amount in accordance with Section 8.6. On each Payment Date, all amounts then on deposit in the P&A Reserve Account shall be deposited into the Collection Account, where they will be considered part of Available Funds and distributed on such Payment Date pursuant to Section 8.6.

(f) Funds on deposit in each of (i) the Collection Account, (ii) the Asset Disposition Proceeds Account, (iii) the Liquidity Reserve Account and (iv) the P&A Reserve Account (together, the "Issuer Accounts") shall be invested by the Indenture Trustee in Permitted Investments selected by the Manager. In absence of written direction from the Manager, such funds shall remain uninvested. All such Permitted Investments shall be held by the Indenture Trustee for the benefit of the Noteholders and the Hedge Counterparties; provided, that on each Payment Determination Date all interest and other Investment Earnings on funds on deposit in the Issuer Accounts shall be deposited into the Collection Account and shall be deemed to constitute a portion of Available Funds for the related Payment Date. Other than as permitted by the Majority Noteholders (with prompt notice to the Hedge Counterparties), funds on deposit in the Issuer Accounts shall be invested in Permitted Investments that will mature (A) not later than the Business Day immediately preceding the next Payment Date or (B) on or before 10:00 a.m. on such next Payment Date if such investment is held in the corporate trust department of the institution with which the Issuer Accounts are then maintained and is invested either (i) in a time deposit of the Indenture Trustee with a credit rating in one of the generic rating categories that signifies investment grade of at least one of the Rating Agencies (such account being maintained within the corporate trust department of the Indenture Trustee), or (ii) in the Indenture Trustee's common trust fund so long as such fund has a credit rating in one of the generic rating categories that signifies investment grade of at least one of the Rating Agencies; provided, further, that Permitted Investments shall be available for redemption and use by the Indenture Trustee on the relevant Payment Date. In no event shall the Indenture Trustee be held liable for investment losses in Permitted Investments pursuant to this Section 8.2(f), except in its capacity as obligor thereunder.

(g) The Indenture Trustee shall possess all right, title and interest in all funds on deposit from time to time in the Issuer Accounts and Hedge Collateral Accounts and in all proceeds thereof (including all income thereon) and all such funds, investments, proceeds and income shall be part of the Collateral. The Issuer Accounts shall be under the sole dominion and control of the Indenture Trustee for the benefit of the Noteholders and the Hedge Counterparties. If, at any time, any of the Issuer Accounts and/or Hedge Collateral Accounts cease to be an Eligible Account, the Indenture Trustee shall within ten (10) Business Days (or such longer period, not to exceed thirty (30) calendar days with the prior written consent the Majority Noteholders) establish a new Issuer Account and/or Hedge Collateral Accounts, as applicable, as an Eligible Account and shall transfer any cash and/or any investments to such new Issuer Account and/or Hedge Collateral Accounts, as applicable. The Indenture Trustee, Paying Agent or the other Person holding the Issuer Accounts and Hedge Collateral Accounts as provided in this Section 8.2(g) shall be the "Securities Intermediary." On the date hereof, the Securities Intermediary is the Indenture Trustee. If the Securities Intermediary shall be a Person other than the Indenture Trustee, the Manager shall obtain the express written agreement of such Person to the obligations of the Securities Intermediary set forth in this Section 8.2.

(i) The Securities Intermediary agrees, by its acceptance hereof, that:

(A) The Issuer Accounts and Hedge Collateral Accounts are securities accounts and are accounts to which Financial Assets will be credited.

(B) All securities or other property underlying any Financial Assets credited to the Issuer Accounts and Hedge Collateral Accounts shall be registered in the name of the Securities Intermediary, indorsed to the Securities Intermediary or in blank or credited to another securities account maintained in the name of the Securities Intermediary and in no case will any Financial Asset credited to any of the Issuer Accounts or Hedge Collateral Accounts be registered in the name of the Issuer or the Manager, payable to the order of the Issuer or the Manager or specially indorsed to the Manager or Diversified except to the extent the foregoing have been specially indorsed to the Securities Intermediary or in blank.

(C) All property delivered to the Securities Intermediary pursuant to this Indenture will be promptly credited to the appropriate Issuer Account or Hedge Collateral Accounts, as applicable.

(D) Each item of property (whether investment property, Financial Asset, security, instrument or cash) credited to an Issuer Account or Hedge Collateral Accounts, as applicable, shall be treated as a "financial asset" within the meaning of Section 8-102(a)(9) of the New York UCC.

(E) If at any time the Securities Intermediary shall receive any order from the Indenture Trustee directing transfer or redemption of any Financial Asset relating to the Issuer Accounts, or Hedge Collateral Accounts, as applicable, the Securities Intermediary shall comply with such entitlement order without further consent by the Issuer, the Manager or any other Person.

(F) The Issuer Accounts and Hedge Collateral Accounts shall be governed by the Laws of the State of New York, regardless of any provision in any other agreement. For purposes of the UCC, New York shall be deemed to be the Securities Intermediary's jurisdiction and the Issuer Accounts and Hedge Collateral Accounts (as well as the securities entitlements (as defined in Section 8-102(a)(17) of the UCC) related thereto) shall be governed by the Laws of the State of New York.

(G) The Securities Intermediary has not entered into, and until the termination of this Indenture will not enter into, any agreement with any other person relating to the Issuer Accounts or Hedge Collateral Accounts and/or any Financial Assets credited thereto pursuant to which it has agreed to comply with entitlement orders (as defined in Section 8-102(a)(8) of the New York UCC) of such other person and the Securities Intermediary has not entered into, and until the termination of this Indenture will not enter into, any agreement with the Issuer, the Manager or the Indenture Trustee purporting to limit or condition the obligation of the Securities Intermediary to comply with entitlement orders as set forth in Section 8.2(g)(i)(E) hereof.

(H) Except for the claims and interest of the Indenture Trustee and of the Issuer in the Issuer Accounts and Hedge Collateral Accounts, the Securities Intermediary knows of no claim to, or interest in, the Issuer Accounts or Hedge Collateral Accounts or in any Financial Asset credited thereto. If any other person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Issuer Accounts, Hedge Collateral Accounts or in any Financial Asset carried therein, the Securities Intermediary will promptly notify the Indenture Trustee, the Manager, the Issuer and each Rating Agency.

(I) The Securities Intermediary will promptly send copies of all statements, confirmations and other correspondence concerning the Issuer Accounts and Hedge Collateral Accounts and/or any Issuer Account Property simultaneously to each of the Manager and the Indenture Trustee.

(J) The Securities Intermediary (A) shall be a corporation or national bank that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity hereunder, (B) shall not be an Affiliate of the Issuer, (C) shall have a combined capital and surplus of at least U.S.$200,000,000, (D) shall be subject to supervision or examination by United States federal or state authority and (E) shall have a rating of at least "Baa1" or better by Moody's, "BBB+" or better by S&P, and "BBB" or better by Fitch (if such entity is rated by Fitch).

(K) The Securities Intermediary shall treat the Indenture Trustee as entitled to exercise the rights that comprise each financial asset credited to any Issuer Account and the Hedge Collateral Account.

(L) The Securities Intermediary shall not change the name or the account number of any Issuer Account or Hedge Collateral Account without the prior written consent of the Indenture Trustee (acting at the written direction of the Majority Noteholders).

(M) The Securities Intermediary shall not be a party to any agreement that is inconsistent with this Indenture, or that limits or conditions any of its obligations under this Indenture. The Securities Intermediary shall not take any action inconsistent with the provisions of this Indenture applicable to it.

(N) Each item of property credited to each Issuer Account and Hedge Collateral Account shall not be subject to, and the Securities Intermediary hereby waives, any security interest, lien, claim, encumbrance, or right of setoff in favor of the Securities Intermediary or anyone claiming through the Securities Intermediary (other than the Indenture Trustee).

(O) For purposes of Article 8 of the UCC, the jurisdiction of the Securities Intermediary with respect to the Collateral shall be the State of New York.

(P) It is the intent of the Indenture Trustee and the Issuer that each Issuer Account and Hedge Collateral Account shall be a securities account on behalf of the Indenture Trustee for the benefit of the Noteholders and each Hedge Counterparty and not an account of the Issuer.

(ii) The Manager shall have the power to instruct the Indenture Trustee in writing to make withdrawals and payments from the Issuer Accounts and Hedge Collateral Accounts for the purpose of permitting the Manager to carry out its respective duties under the Management Services Agreement or hereunder or permitting the Indenture Trustee to carry out its duties under the Indenture; provided, that the Indenture Trustee shall have no responsibility for monitoring the Manager's duties and shall rely exclusively on such written direction to determine if a withdrawal or payment should be made.

Section 8.3 Collection of Money. Except as otherwise expressly provided herein, the Indenture Trustee may demand payment or delivery of, and shall receive and collect, directly and without intervention or assistance of any fiscal agent or other intermediary, all money and other property payable to or receivable by the Indenture Trustee pursuant to this Indenture. The Indenture Trustee shall apply all such money received by it as provided in this Indenture. Except as otherwise expressly provided in this Indenture, if any default occurs in the making of any payment or performance under any agreement or instrument that is part of the Collateral, the Indenture Trustee may take such action as may be appropriate to enforce such payment or performance, including the institution and prosecution of appropriate Proceedings. Any such action shall be without prejudice to any right to claim a Default or Event of Default under this Indenture and any right to proceed thereafter as provided in Article V.

Section 8.4 Asset Disposition Proceeds.

(a) In the event that the Issuer or a Guarantor shall sell, transfer or otherwise dispose of any Assets in a Permitted Disposition or purchased by the Manager from the Issuer or Guarantor pursuant to Section 2(c)(iii) of the Management Services Agreement (i) a portion of such proceeds equal to the amount, if any, required to be paid by the Issuer pursuant to the termination, in whole or in part, of any Hedge Agreement in order to maintain compliance with Section 4.28 of this Indenture shall be deposited into the Collection Account and (ii) if, on a pro forma basis after giving effect to such sale, the DSCR shall be equal to or greater than 1.30 to 1.00 and the LTV shall be equal to or less than 85%, then the Issuer shall instruct the Paying Agent, on behalf of the Indenture Trustee, in writing to deposit the remaining proceeds (net of the amounts paid pursuant to subsection (i) above, together with any other applicable "net" amounts) ("Asset Disposition Proceeds") into the Asset Disposition Proceeds Account. In the event that, on a pro forma basis after giving effect to such sale, the DSCR shall be less than 1.30 to 1.00 or the LTV shall be greater than 85%, then the Issuer shall instruct the Paying Agent, on behalf of the Indenture Trustee, in writing to deposit (A) an amount, up to the total net proceeds of such disposition, into the Collection Account equal to the amount necessary, on a pro forma basis after giving effect to the sale, to cause the DSCR to be equal to or greater than 1.30 to 1.00 and the LTV to be equal to or less than 85%; and (B) following such deposit into the Collection Account, any remaining net proceeds from such disposition into the Asset Proceeds Disposition Account. For the avoidance of doubt, any amounts deposited in the Asset Proceeds Disposition Account pursuant to the immediately preceding clause (B) shall constitute Asset Disposition Proceeds.

(b) Amounts on deposit in the Asset Disposition Proceeds Account may be used to purchase Additional Assets (to the extent such purchase satisfies the requirements under clause (c) of the definition of Permitted Dispositions). In the event of such a purchase of Additional Assets, the Issuer shall provide written direction to the Indenture Trustee to make payment of the purchase price to such Person no later than five (5) Business Days prior to such acquisition; provided, that the Issuer certifies to the Indenture Trustee that (i) no Rapid Amortization Event exists, no Default or Event of Default has occurred and is continuing, (ii) no selection procedures materially adverse to the Noteholders or any of the Hedge Counterparties were used in selecting such Additional Assets for purchase, (iii) the DSCR shall not be less than 1.30 to 1.00, the IO DSCR shall not be less than 1.30 to 1.00 and the LTV shall not be greater than 85% (each on a pro forma basis after giving effect to such contemplated purchase of Additional Assets or the repayment Notes) and (iv) the Rating Agency Condition shall have been satisfied with respect thereto.

(c) In the event that any Asset Disposition Proceeds on deposit in the Asset Disposition Proceeds Account are not applied to the purchase of Additional Assets by the Payment Determination Date of the Collection Period following 180 days subsequent to the end of the Collection Period in which such Asset Disposition Proceeds were deposited into the Asset Disposition Proceeds Account (the "Asset Purchase Period"), the Issuer, or Manager on its behalf, shall direct the Indenture Trustee to deposit such remaining amounts into the Collection Account; provided, however, that the Issuer, or Manager on its behalf, may, in its sole discretion, direct the Paying Agent on behalf of the Indenture Trustee to deposit such remaining amounts into the Collection Account prior to the end of the Asset Purchase Period.

Section 8.5 Asset Valuation.

(a) Reserve Reports. The Issuer will be required to deliver, or to cause the Manager to deliver, to the Indenture Trustee, the Back-up Manager and each Rating Agency an updated Reserve Report within ninety (90) days of the commencement of each calendar year (which report shall be audited or prepared by an independent petroleum engineer) and the 30th of June (which report shall be internally prepared by the Issuer); provided, that the Issuer must deliver an updated Reserve Report within forty-five (45) days of any Permitted Disposition or combination of related Permitted Dispositions of an aggregate amount of Assets exceeding 5% of the PV-10 of the Assets as of the Closing Date (it being understood that (i) such updated Reserve Report may be the same report as the most recently delivered Reserve Report, rolled forward by or under the supervision of the Chief Operating Officer (or similarly titled position) of the Manager and (ii) to the extent a Reserve Report with respect to a Permitted Disposition or combination of related Permitted Dispositions has been so delivered to the Indenture Trustee, the foregoing shall not require the delivery of an additional Reserve Report upon additional related Permitted Dispositions unless and until the aggregate amount of such additional related Permitted Dispositions exceeds 5% of the PV-10 of the Assets as of the Closing Date) (and, following any fiscal year for which the P&A Expense Amount exceeds the P&A Reserve Trigger, such updated Reserve Report shall include a separate schedule identifying the estimated net capital expenditures associated with plugging and abandonment liabilities with respect to the Wellbore Interests), and, to the extent the Issuer, or the Manager on the Issuer's behalf, in its discretion obtains an updated Reserve Report prior to any otherwise scheduled annually updated Reserve Report, the Issuer, or the Manager on the Issuer's behalf, will be required to deliver each such updated Reserve Report to such persons promptly upon its receipt thereof. The Reserve Report shall be prepared by or under the supervision of the Chief Operating Officer (or similarly titled position) of the Manager, who shall certify such Reserve Report to be true and accurate and to have been prepared in accordance with the procedures used in the immediately preceding Reserve Report (and, with respect to the first Reserve Report delivered by the Issuer under this Indenture, the Separation Agreement Reserve Report). With the delivery of each Reserve Report, the Issuer shall provide to the Indenture Trustee, the Back-up Manager and each Rating Agency a certificate from a Responsible Officer of the Manager certifying that in all material respects the information contained in the Reserve Report and any other information delivered in connection therewith is true and correct, the Issuer owns good and defensible title to the Assets evaluated in such Reserve Report, such Assets are free of all Liens except for Permitted Liens and that, to the extent there has been a change in the Net Revenue Interest or Working Interest, that change is identified in an exhibit to the certificate. With the delivery of each Reserve Report, the Issuer shall provide to the Indenture Trustee, the Back-up Manager and each Rating Agency a report that shows any change, set forth to the eighth decimal place, in the Net Revenue Interest relating to the prior year or Working Interest relating to the prior year with respect to any Well from the Net Revenue Interest or Working Interest provided in the previous Reserve Report, and except to the extent already included in a report under this Section 8.5. The Indenture Trustee shall promptly make any such Reserve Reports, certificates and other reports delivered pursuant to this Section 8.5 available to the Noteholders and the Hedge Counterparties.

(b) Midstream Asset Value. The Issuer will be required to deliver, or to cause the Manager to deliver, to the Indenture Trustee, the Back-up Manager and each Rating Agency on each Annual Determination Date an Officer's Certificate certifying the Midstream Asset Value.

Section 8.6 Distributions.

(i) Except as otherwise provided in clause (ii) below, on each Payment Date, the Issuer, or the Manager on the Issuer's behalf, shall instruct the Indenture Trustee in writing (based solely on the information contained in the Payment Date Report delivered on the related Payment Determination Date pursuant to this Section 8.6) to apply all Available Funds and all amounts in the Collection Account for payments of the following amounts in the following order of priority; *provided,* that, with respect to the Payment Dates on February 28, 2022 and March 28, 2028, amounts shall be applied from amounts deposited from the Liquidity Reserve Account into the Collection Account:

(A) (1) to the Indenture Trustee, the Indenture Trustee's (x) fees and any accrued and unpaid fees of the Indenture Trustee with respect to prior Payment Dates, plus (y) any Administrative Expenses owed to the Indenture Trustee; provided, that, in no event shall the cumulative aggregate amount paid to the Indenture Trustee pursuant to this clause (A)(1) exceed $150,000 in any calendar year (provided, that any amounts in excess of $150,000 which are unpaid pursuant to the cap herein or pursuant to Section 8.6(i)(J) shall remain due and owing to the Indenture Trustee and payable in the following year and each subsequent year thereafter until repaid in full); provided, however, that upon the occurrence and during the continuation of an Event of Default, no such cap shall apply, and (2) to the Back-up Manager, the Back-up Management Fee and any accrued and unpaid Back-up Management Fees or indemnity amounts with respect to prior Payment Dates, plus any Administrative Expenses payable to the Back-up Manager; provided, that, in no event shall the cumulative aggregate amount of payments paid pursuant to this clause (A)(2) exceed (i) $150,000 in any calendar year during which the Back-up Manager does not perform any Warm Back-up Management Duties or Hot Back-up Management Duties (provided, that any amounts in excess of $150,000 which are unpaid pursuant to the cap herein shall remain due and owing to the Back-up Manager and payable in the following year and each subsequent year thereafter until repaid in full), (ii) $550,000 in any calendar year during which the Back-up Manager performs Warm Back-up Management Duties (but not Hot Back-up Management Duties) (provided, that any amounts in excess of $550,000 which are unpaid pursuant to the cap herein shall remain due and owing to the Back-up Manager and payable in the following year and each subsequent year thereafter until repaid in full), and (iii) $1,000,000 in any calendar year during which the Back-up Manager performs Hot Back-up Management Duties (provided, that any amounts in excess of $1,000,000 which are unpaid pursuant to the cap herein shall remain due and owing to the Back-up Manager and payable in the following year and each subsequent year thereafter until repaid in full); provided, however, that in the event of a liquidation following an Event of Default, no such cap shall apply;

(B) *pro rata and pari passu*, (1) to the Manager, the Administration Fee and any accrued and unpaid Administration Fees with respect to prior Payment Dates; provided, that, in no event shall the cumulative aggregate amount of Administration Fees paid pursuant to this clause (B) exceed $300,000 in any calendar year and (2) to Diversified ABS III Midstream, the Midstream Management Expenses and any accrued and unpaid Midstream Management Expenses with respect to prior Payment Dates; provided, that, in no event shall the cumulative aggregate amount of Midstream Management Expenses paid pursuant to this clause (B)(2) exceed $1,200,000 in any calendar year;

(C) *pro rata and pari passu*, (1) to the Hedge Counterparties, *pro rata*, any net payments (including partial termination payments arising from partial reductions in the notional amount under the related Hedge Agreement in order to maintain compliance with Section 4.28 of this Indenture) due and payable by the Issuer under the related Hedge Agreements, in each case, other than termination amounts, and (2) to the Noteholders, pro rata, based on the Note Interest due, the Note Interest for such Payment Date;

(D) to the Liquidity Reserve Account, the amount necessary to cause the balance in the Liquidity Reserve Account to equal the Liquidity Reserve Account Target Amount;

(E) *pro rata and pari passu*, (1) to the Noteholders, *pro rata*, based on the Outstanding Principal Balance, as payment of principal on the Notes, the Principal Distribution Amount with respect to such Payment Date, and (2) to the Hedge Counterparties, *pro rata*, any termination payments owed as a result of an event of default under Sections 5(a)(i) (Failure to Pay) or 5(a)(vii) (Bankruptcy) (but only if such bankruptcy is as a result of a failure to pay debts), in each case where Issuer is the Defaulting Party (as defined therein) of the related Hedge Agreement;

(F) to the Noteholders, *pro rata*, based on the Outstanding Principal Balance, the Excess Amortization Amount (if any) with respect to such Payment Date where the Excess Allocation Percentage is either (i) 25% or (ii) 50%;

(G) *pro rata and pari passu* (1) to the Noteholders, *pro rata*, based on the Outstanding Principal Balance, the Excess Amortization Amount (if any) with respect to such Payment Date where the Excess Allocation Percentage is 100% and (2) to the Hedge Counterparties, *pro rata*, any termination amounts due and payable by the Issuer under the related Hedge Agreements but not paid in accordance with Clause (E) above;

(H) if a P&A Reserve Trigger has occurred with respect to the Issuer's prior fiscal year, to the P&A Reserve Account, the amount necessary to cause the balance in the P&A Reserve Account to equal the P&A Reserve Amount;

(I) to the Noteholders, any remaining amounts owed under the Basic Documents;

(J) to the Indenture Trustee and the Back-up Manager, any amounts owed but not paid in accordance with clause (A) above;

(K) to the Manager, any unpaid AFE Cover Amounts and any amounts owed but not paid in accordance with clause (B) above;

(L) to Diversified, any indemnity amount due and payable under the Separation Agreement; and

(M) to the Issuer, any remaining Available Funds, free and clear of the lien of the Indenture; provided, that, during the continuance of any event or condition that, with notice, the lapse of time, or both, would constitute a Rapid Amortization Event, an Event of Default or a Material Manager Default, any remaining amounts shall remain on deposit in the Collection Account or the Liquidity Reserve Account, as applicable, for application as Available Funds.

(ii) On each Payment Date (a) as of which the Notes have been accelerated as a result of an Event of Default, (b) on which an Optional Redemption is scheduled to occur or (c) that is on or after the Final Scheduled Payment Date, in each case as specified solely in the Payment Date Report, Available Funds and all amounts in the Liquidity Reserve Account and the P&A Reserve Account shall be distributed by the Indenture Trustee in the following order and priority of payments:

(A) all payments required and in the order required by Section 8.6(i)(A) and (B), in each case without giving effect to the provisos stated therein;

(B) *pro rata and pari passu*, (1) to the Hedge Counterparties, *pro rata,* any net payments under the Hedge Agreement (other than any termination amounts) and (2) to the Noteholders, *pro rata*, based on the respective Note Interest due, Note Interest, any Applicable Premium or Change of Control Applicable Premium;

(C) *pro rata* and *pari passu*, (1) to the Noteholders, *pro rata*, the Outstanding Principal Balance, (2) without duplication, the applicable Redemption Price, and (3) to the Hedge Counterparties, *pro rata*, any amounts due and payable by the Issuer under the related Hedge Agreements (including any termination amounts and any other amounts due and payable by the Issuer thereunder);

(D) to the Noteholders, any remaining amounts owed under the Basic Documents;

(E) *pro rata* and *pari passu*, to the Indenture Trustee, the Back- up Manager and the Manager, any amounts owed but not paid in accordance with clause (A) above; and

(F) to the Issuer, all remaining amounts, free and clear of the lien of the Indenture.

(iii) On or prior to the close of business on each Payment Determination Date, the Manager shall calculate all amounts required to be withdrawn from the Collection Account and distributed in accordance with the priority of payments under Section 8.6(i) and Section 8.6(ii) and shall provide such calculation to the Indenture Trustee as set forth in the Payment Date Report.

Section 8.7 Liquidity Reserve Account.

(a) On the Closing Date, the Issuer shall cause an amount not less than the Liquidity Reserve Account Initial Deposit to be deposited by the Indenture Trustee into the Liquidity Reserve Account.

(b) If the amount on deposit in the Liquidity Reserve Account on any Payment Date (after giving effect to all deposits thereto or withdrawals therefrom on such Payment Date) is greater than the Liquidity Reserve Account Target Amount for such Payment Date, the Manager shall instruct the Indenture Trustee to withdraw such amount from the Liquidity Reserve Account and apply it as Available Funds for such Payment Date as set forth in the Payment Date Report.

(c) Without duplication, in the event that the Available Funds for a Payment Date are not sufficient to make the full amount of the payments and deposits required pursuant to Sections 8.6(i)(A) through (C) on such Payment Date, the Manager shall instruct the Paying Agent on behalf of the Indenture Trustee to withdraw from the Liquidity Reserve Account on such Payment Date an amount equal to such shortfall, to the extent of funds available therein, and pay or deposit such amount according to the priorities set forth in Sections 8.6(i)(A) through (C). In addition, if Section 8.6(ii) applies, all amounts shall be withdrawn from the Liquidity Reserve Account and applied as provided in Section 8.6(ii), as set forth in the Payment Date Report.

(d) Following the payment in full of the aggregate Outstanding Amount of the Notes and of all other amounts owing or to be distributed hereunder to Noteholders and the Hedge Counterparties, any amount remaining on deposit in the Liquidity Reserve Account shall be distributed to the Issuer free and clear of the lien of this Indenture upon written direction to the Indenture Trustee by the Manager.

Section 8.8 Statements to Noteholders. On or prior to the close of business on each Payment Determination Date, the Issuer shall cause the Manager to provide to the Indenture Trustee for the Indenture Trustee to (x) post on its internet website pursuant to Section 6.6 of the Indenture or (y) provide to each Hedge Counterparty who does not then have access to such website pursuant to Section 6.6 hereof, a statement substantially in the form of Exhibit D hereto, setting forth at least the following information as to the Notes, to the extent applicable:

(a) the amount of Collections and Asset Disposition Proceeds, if any, received in the Collection Account with respect to the related Collection Period;

(b) confirmation of compliance with the terms of the Indenture and the other Basic Documents;

(c) other reports received or prepared by the Manager in respect of the Midstream Assets, the Oil and Gas Portfolio and the Hedge Agreements, along with a summary of all Hedge Agreements in place, including volumes and percentage of production that is hedged, along with a calculation of the hedge ratio;

(d) the amount of Administrative Expenses, Direct Expenses and indemnity payments paid to each party or withheld by the Operator pursuant to the Joint Operating Agreement, Pipeline Operating Agreement, or the Management Services Agreement during the most recent Collection Period;

(e) the amount of any fees and expenses paid to the Indenture Trustee, the Manager or the Back-up Manager with respect to the related Collection Period;

(f) if any, the amount of any payment (including breakage or termination payments) paid to the Hedge Counterparties with respect to the related Collection Period;

(g) the amount deposited in or withdrawn from the Liquidity Reserve Account on such Payment Determination Date, the amount on deposit in the Liquidity Reserve Account after giving effect to such deposit or withdrawal and the Liquidity Reserve Account Target Amount for such Payment Date;

(h) the amount deposited in or withdrawn from the P&A Reserve Account on such Payment Determination Date, the amount on deposit in the P&A Reserve Account after giving effect to such deposit or withdrawal and the P&A Reserve Account Target Amount for such Payment Date;

(i) the Outstanding Principal Amount, the Principal Distribution Amount and the Excess Amortization Amount (if any), with respect to such Payment Determination Date;

(j) the Note Interest with respect to such Payment Date;

(k) the Excess Allocation Percentage (if any) with respect to such Payment Date;

(l) the amount of the DSCR, the IO DSCR, the LTV, the Production Tracking Rate and the Securitized Net Cash Flow, in each case with respect to the related Collection Period

(m) the amounts on deposit in each Issuer Account as of the related Payment Determination Date;

(n) amounts due and owing and paid to the Noteholders under the Note Purchase Agreement and other Basic Documents;

(o) identification of any Assets repurchased by Diversified by Well number with respect to such Asset (as specified in the Schedule of Assets), to the extent applicable;

(p) a listing of all Permitted Indebtedness outstanding as of such date;

(q) the amount of any Excess Funds and AFE Cover Amounts utilized to participate in AFE Operations during the related Collection Period;

(r) a listing of any Additional Assets acquired by the Issuer or Guarantors;

(s) any reports regarding greenhouse gas or other carbon emissions associated with any Issuer Party's operations or the products, to the extent publicly disclosed by the Issuer or any of its Affiliates;

(t) the amount of Asset Disposition Proceeds deposited in the Asset Disposition Proceeds Account;

(u) on an annual basis, on the Payment Determination Date occurring in March such report shall include the aggregate P&A Expense Amount for the preceding year and the excess, if any, of the P&A Expense Amount in excess of the P&A Reserve Trigger Amount;

(v) on an annual basis such report shall include any change, set forth to the fourth decimal place, in the Net Revenue Interest or Working Interest with respect to any Well from the Net Revenue Interest or Working Interest reflected in the most recent Reserve Report, except to the extent already expressly identified in a report under this Section 8.8;

(w) reasonably detailed information regarding any Title Failure (as defined in the Separation Agreement or the Contribution Agreement) of which any Issuer Party has Knowledge and all documentation with respect to any actions, claims or Proceedings under the Separation Agreement or the Contribution Agreement;

(x) any material Environmental Liability of which Issuer, Operator, Manager or any Affiliate thereof obtained Knowledge since the most recent report delivered under this Section 8.8;

(y) the filing or commencement of, or the threat in writing of, any action, suit, investigation, arbitration or proceeding by or before any arbitrator or Governmental Body against Issuer, or any material adverse development in any action, suit, proceeding, investigation or arbitration (whether or not previously disclosed), that, in either case, if adversely determined, could reasonably be expected to result in liability in excess of $250,000;

(z) the VE Score (or equivalent metric) with respect to Diversified Energy Company Plc as of such date, and, any adjusted Interest Rate in connection with Section 2.8(f) and the commencement date thereof;

(aa) a reasonably detailed description of any Permitted Dispositions; and

(bb) estimated throughput volumes, revenues, and Expenditures related to the Midstream Assets.

Deliveries pursuant to this Section 8.8 or any other Section of this Indenture may be delivered by electronic mail.

Section 8.9 Risk Retention Disclosure.

(a) Within thirty (30) calendar days following the Closing Date, the Indenture Trustee, based solely on information provided to it by Diversified, will make available to Noteholders and the Hedge Counterparties, a statement with valuations prepared by Diversified, and furnished to the Indenture Trustee by Diversified in accordance with the terms hereof, that will set forth the following information:

(i) the fair value, expressed as a percentage of the fair value of all of the asset-backed securities issued by the Issuer on the Closing Date and by dollar amount, of the Risk Retained Interest retained by Diversified Holdings (or its majority-owned affiliate) as of the Closing Date, based on actual sale prices and finalized tranche sizes;

(ii) the fair value, expressed as a percentage of the fair value of all of the asset-backed securities issued by the Issuer on the Closing Date and by dollar amount, of the horizontal risk retention interest that Diversified is required to retain under the U.S. Credit Risk Retention Rules as of the Closing Date; and

(iii) in no event shall the Indenture Trustee have any responsibility to monitor compliance with or enforce compliance with U.S. Credit Risk Retention Rules or other rules or regulations relating to risk retention. The Indenture Trustee shall not be charged with knowledge of such rules, nor shall it be liable to any Noteholder or other party for violation of such rules now or hereinafter in effect.

Section 8.10 [*Reserved*].

Section 8.11 Original Documents. The Indenture Trustee agrees to hold any assignments of mortgage or deeds of trust that are part of the Collateral received by it. The Indenture Trustee shall keep such documents in its possession separate and apart from all other property that it is holding in its possession and from its own general assets. The Indenture Trustee shall keep records showing that it is holding such documents pursuant to this Indenture. Such documents shall be released by the Indenture Trustee to or at the direction of the Issuer upon the satisfaction and discharge of this Indenture.

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 9.1 Supplemental Indentures with Consent of Noteholders and Hedge Counterparties.

(a) The Issuer and the Indenture Trustee, when authorized by an Issuer Order, may, with the consent of the Majority Noteholders by Act of the Noteholders delivered to the Issuer and the Indenture Trustee, and with notice to each Hedge Counterparty (and the consent of any Hedge Counterparty if the rights of such Hedge Counterparty would be adversely affected in any material respect), and, to the extent the Notes are rated by any Rating Agency, written confirmation from such Rating Agency that no immediate withdrawal or reduction with respect to its then-current rating of any class of rated Notes will occur as a result, by Act of the Noteholders delivered to the Issuer and the Indenture Trustee, enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Indenture or of modifying in any manner the rights of the Holders of the Notes under this Indenture; provided, however, that no such supplemental indenture shall, without the consent of the Holder of each Outstanding Note affected thereby:

(i) change the Final Scheduled Payment Date or the date of payment of any installment of principal of or interest on any Note, or reduce the principal amount thereof, the Interest Rate thereon or the Redemption Price or Change of Control Redemption Price, as applicable, with respect thereto, change the provisions of this Indenture relating to the application of collections on, or the proceeds of the sale of, the Collateral to payment of principal of or interest on the Notes, or change any place of payment where, or the coin or currency in which, any Note or the interest thereon is payable, or impair the right to institute suit for the enforcement of the provisions of this Indenture requiring the application of funds available therefor, as provided in Article V, to the payment of any such amount due on the Notes on or after the respective due dates thereof (or, in the case of redemption, on or after the Redemption Date);

(ii) reduce the percentage of the Outstanding Amount of the Notes, the consent of the Holders of which is required for any such supplemental indenture, or the consent of the Holders of which is required for any waiver of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences provided for in this Indenture;

(iii) modify or alter the provisions of the proviso to the definition of the term "Outstanding";

(iv) modify or alter the definitions of the terms "Available Funds," "Equity Contribution Cure," "Excess Allocation Percentage," "Excess Amortization Amount," "Excess Funds," "Floor Value," "Liquidity Reserve Target Amount," "Majority Noteholders," "Permitted Dispositions," "Permitted Liens," "Principal Distribution Amount," "Production Tracking Rate," "Rapid Amortization Event," "Redemption Price," "Reserve Report," "Scheduled Principal Distribution Amount," "Securitized Net Cash Flow," "Warm Trigger Event," "DSCR," "IO DSCR" or "LTV";

(v) reduce the percentage of the Outstanding Amount of the Notes required to direct the Indenture Trustee to direct the Issuer to sell or liquidate the Collateral pursuant to Section 5.4;

(vi) modify any provision of this Section 9.1 except to increase any percentage specified herein or to provide that certain additional provisions of this Indenture or the Basic Documents cannot be modified or waived without the consent of the Holder of each Outstanding Note affected thereby;

(vii) modify Section 8.6 or modify any of the provisions of this Indenture in such manner as to affect the calculation of the amount of any payment of interest or principal due on any Note on any Payment Date (including the calculation of any of the individual components of such calculation) or to affect the rights of the Holders of Notes to the benefit of any provisions for the mandatory redemption of the Notes contained herein;

(viii) permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture with respect to any part of the Collateral or, except as otherwise permitted or contemplated herein, terminate the lien of this Indenture on any property at any time subject hereto or deprive the Holder of any Note of the security provided by the lien of this Indenture; or

(ix) except as provided in Section 5.4(a)(iv), liquidate the Assets when the proceeds of such sale would be insufficient to fully pay the Notes.

(b) The Indenture Trustee shall rely exclusively on an Officer's Certificate of the Issuer and an Opinion of Counsel to determine whether any such action would require the consent of the Majority Noteholders, the consent of all of the Noteholders or the consent of any Hedge Counterparty. The Indenture Trustee shall not be liable for reliance on such Officer's Certificate or Opinion of Counsel.

(c) It shall not be necessary for any Act of Noteholders under this Section 9.1 to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such Act shall approve the substance thereof.

(d) Promptly after the execution by the Issuer and the Indenture Trustee of any supplemental indenture pursuant to this Section 9.1, the Indenture Trustee shall transmit to the Holders of the Notes, the Hedge Counterparties, and each Rating Agency a notice (to be provided by the Issuer) setting forth in general terms the substance of such supplemental indenture and a copy of such supplemental indenture. Any failure of the Indenture Trustee to transmit such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

Section 9.2 Execution of Supplemental Indentures. In executing, or permitting the additional trusts created by, any supplemental indenture permitted by this Article IX or the modification thereby of the trusts created by this Indenture, the Indenture Trustee shall be provided with and, subject to Sections 6.1 and 6.2, shall be fully protected in relying upon, an Officer's Certificate of the Issuer and an Opinion of Counsel stating that the execution of such supplemental indenture (i) is authorized or permitted by this Indenture and that all conditions precedent under this Indenture for the execution of the supplemental indenture have been complied with, (ii) will not cause any Issuer Party to become a corporation or another entity taxable as a corporation for U.S. federal income tax purposes, and (iii) will not cause the Notes that were characterized as indebtedness at issuance to be treated as other than indebtedness for U.S. federal income tax purposes; provided, that the Opinion of Counsel described in clause (ii) and clause (iii) will be subject to the same conditions, exclusions and limitations as any Opinion of Counsel with respect to such matters given upon the issuance of the Notes. The Indenture Trustee may, but shall not be obligated to, enter into any such supplemental indenture that affects the Indenture Trustee's own rights, duties, liabilities or immunities under this Indenture or otherwise. The Indenture Trustee shall notify each Rating Agency of the execution of any Supplemental Indentures. The Issuer shall notify the Back- Up Manager of any amendment to the Basic Documents that (x) modifies the duties of the Manager or Operator and (y) adversely affects or increases the duties of the Back-up Manager. No amendment to a Basic Document that adversely affects or increases the duties of the Back-Up Manager will be effective without the consent of the Back-Up Manager.

Section 9.3 Effect of Supplemental Indenture. Upon the execution of any supplemental indenture pursuant to the provisions hereof, this Indenture shall be and shall be deemed to be modified and amended in accordance therewith with respect to the Notes affected thereby, and the respective rights, limitations of rights, obligations, duties, liabilities and immunities under this Indenture of the Indenture Trustee, the Issuer, the Hedge Counterparties, and the Holders of the Notes shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 9.4 Reference in Notes to Supplemental Indentures. If the Issuer or the Indenture Trustee shall so determine, new Notes so modified as to conform, in the opinion of the Indenture Trustee and the Issuer, to any such supplemental indenture may be prepared and executed by the Issuer and authenticated and delivered by the Indenture Trustee in exchange for Outstanding Notes.

ARTICLE X

REDEMPTION OF NOTES

Section 10.1 Optional Redemption.

(a) Subject to Section 10.1(b), the Outstanding Notes are subject to redemption in whole, but not in part, at the direction of the Issuer on the Redemption Date. If the Outstanding Notes, or some portion thereof, are to be redeemed pursuant to this Section 10.1(a), the Issuer shall furnish notice of such election to the Indenture Trustee not later than the close of business on the first (1st) Business Day of the month in which the Redemption Date occurs and the Issuer shall deposit by 10:00 A.M. New York City time on the Redemption Date with the Paying Agent in the Collection Account the Redemption Price of the Notes to be redeemed, whereupon all such Notes shall be due and payable on the Redemption Date upon the furnishing of a notice complying with Section 10.2 to each Holder of the Notes.

(b) Upon the occurrence of a Change of Control, the Outstanding Notes are subject to redemption in whole, but not in part, at the discretion of the Issuer on the Redemption Date at the Change of Control Redemption Price. If the Outstanding Notes, or some portion thereof, are to be redeemed pursuant to this Section 10.1(b), the Issuer shall furnish notice of such election to the Indenture Trustee not later than the close of business on the ninetieth (90th) day subsequent to the date on which the Change of Control occurs and the Issuer shall deposit by 10:00 A.M. New York City time on the Redemption Date with the Paying Agent in the Collection Account the Change of Control Redemption Price of the Notes to be redeemed, whereupon all such Notes shall be due and payable on the Redemption Date upon the furnishing of a notice complying with Section 10.2 to each Holder of the Notes.

Section 10.2 Form of Redemption Notice. Following receipt by the Indenture Trustee of the Issuer's notice of redemption in accordance with Section 10.1, such notice of redemption shall be given by the Indenture Trustee by first-class mail, postage prepaid, or by facsimile mailed or transmitted not later than ten (10) days prior to the applicable Redemption Date to each Holder of Notes affected thereby and each Hedge Counterparty, as of the close of business on the Record Date preceding the applicable Redemption Date, at such Holder's address or facsimile number appearing in the Note Register. The Indenture Trustee shall provide a copy of such notice to each Rating Agency.

All notices of redemption shall state:

(a) the Redemption Date;

(b) the Redemption Price or Change of Control Redemption Price, as applicable; and

(c) the place where such Notes are to be surrendered for payment of the Redemption Price or Change of Control Redemption Price, as applicable (which shall be the office or agency of the Issuer to be maintained as provided in Section 4.2).

Notice of redemption of the Notes shall be given by the Indenture Trustee in the name and at the expense of the Issuer. Failure to give notice of redemption, or any defect therein, to any Holder of any Note shall not impair or affect the validity of the redemption of any other Note.

Section 10.3 Notes Payable on Redemption Date. The Notes or portions thereof to be redeemed shall, following notice of redemption as required by Section 10.2, on the Redemption Date become due and payable at the Redemption Price or Change of Control Redemption Price, as applicable, and (unless the Issuer shall default in the payment of the Redemption Price or Change of Control Redemption Price, as applicable) no interest shall accrue on the Redemption Price or Change of Control Redemption Price, as applicable, for any period after the date to which accrued interest is calculated for purposes of calculating the Redemption Price or Change of Control Redemption Price, as applicable. On or before such Redemption Date, Issuer shall cause the aggregate Redemption Price to be deposited to the Collection Account, and such amount shall be paid in accordance with Section 8.6(ii).

ARTICLE XI

SATISFACTION AND DISCHARGE

Section 11.1 Satisfaction and Discharge of Indenture With Respect to the Notes. This Indenture shall cease to be of further effect with respect to the Notes except as to (i) rights of registration of transfer and exchange, (ii) substitution of mutilated, destroyed, lost or stolen Notes, (iii) rights of Noteholders to receive payments of principal thereof and interest thereon, (iv) Sections 4.1, 4.2, 4.3, 4.4, 4.8, 4.11, 4.12, 4.14 and 4.18, (v) the rights, obligations and immunities of the Indenture Trustee hereunder (including the rights of the Indenture Trustee under Section 6.7 and the obligations of the Indenture Trustee under Section 11.2) and (vi) the rights of Noteholders as beneficiaries hereof with respect to the property so deposited with the Indenture Trustee payable to all or any of them, and the Indenture Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture with respect to the Notes, when:

(A) either:

(1) all Notes theretofore authenticated and delivered (other than (i) Notes that have been destroyed, lost or stolen and that have been replaced or paid as provided in Section 2.6 and (ii) Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust, as provided in Section 4.3) have been delivered to the Indenture Trustee for cancellation; or

(2) all Notes not theretofore delivered to the Indenture Trustee for cancellation:

(I) have become due and payable, or

(II) are to be called for redemption within one year under arrangements satisfactory to the Indenture Trustee for the giving of notice of redemption by the Indenture Trustee in the name, and at the expense, of the Issuer,

and the Issuer, in the case of (I) or (II) above, has irrevocably deposited or caused to be irrevocably deposited with the Indenture Trustee cash or direct obligations of or obligations guaranteed by the United States of America (which will mature prior to the date such amounts are payable), in trust for such purpose, in an amount sufficient to pay and discharge the entire indebtedness on such Notes not theretofore delivered to the Indenture Trustee for cancellation when due to the applicable Final Scheduled Payment Date or Redemption Date (if Notes shall have been called for redemption pursuant to Section 10.1), as the case may be;

(B) the Issuer has paid or caused to be paid all other sums payable by the Issuer hereunder; and

(C) the Issuer has delivered to the Indenture Trustee an Officer's Certificate, an Opinion of Counsel and, each meeting the applicable requirements of Section 12.1(a) and, subject to Section 12.2, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with.

Notwithstanding the foregoing, the foregoing satisfaction and discharge of the Indenture only applies to the Notes and the Noteholders subject to the terms in this Section 11. The Indenture shall not terminate and cease to be of further effect with respect to any of the Hedge Counterparties or any of the Hedge Agreements until and unless all of the Hedge Agreements have terminated and all payments thereunder, including the termination value, have been paid in full. At any time that the Notes are no longer outstanding, the Hedge Counterparties shall be entitled to exercise any rights and remedies set forth herein otherwise afforded to the Noteholders or Majority Noteholders.

Section 11.2 Application of Trust Money. All monies deposited with the Indenture Trustee pursuant to Section 11.1 hereof shall be held on behalf of the Noteholders and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent, as the Indenture Trustee may determine, (i) to the Holders of the particular Notes for the payment or redemption of which such monies have been deposited with the Indenture Trustee, of all sums due and to become due thereon for principal and interest and (ii) to the Hedge Counterparties, of all sums, if any, due or to become due to the applicable Hedge Counterparty under and in accordance with the Hedge Agreements; but such monies need not be segregated from other funds except to the extent required herein or in the Management Services Agreement or required by Law.

Section 11.3 Repayment of Monies Held by Paying Agent. In connection with the satisfaction and discharge of this Indenture with respect to the Notes, all monies then held by any Paying Agent other than the Indenture Trustee under the provisions of this Indenture with respect to such Notes shall, upon demand of the Issuer, be paid to the Indenture Trustee to be held and applied according to Section 4.3 and thereupon such Paying Agent shall be released from all further liability with respect to such monies.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Compliance Certificates and Opinions, etc.

(a) Upon any application or request by the Issuer to the Indenture Trustee to take any action under any provision of this Indenture, the Issuer shall furnish to the Indenture Trustee (i) an Officer's Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with, and (ii) an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with, except that, in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture, no additional certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(i) a statement that each signatory of such certificate or opinion has read or has caused to be read such covenant or condition and the definitions herein relating thereto;

(ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(iii) a statement that, in the opinion of each such signatory, such signatory has made such examination or investigation as is necessary to enable such signatory to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(iv) a statement as to whether, in the opinion of each such signatory, such condition or covenant has been complied with.

Section 12.2 Form of Documents Delivered to Indenture Trustee. In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

(a) Any certificate or opinion of an authorized officer of the Issuer may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which such officer's certificate or opinion is based are erroneous. Any such certificate of an authorized officer or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Manager or the Issuer, stating that the information with respect to such factual matters is in the possession of the Manager or the Issuer, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

(b) Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

(c) Whenever in this Indenture, in connection with any application or certificate or report to the Indenture Trustee, it is provided that the Issuer shall deliver any document as a condition of the granting of such application, or as evidence of the Issuer's compliance with any term hereof, it is intended that the truth and accuracy, at the time of the granting of such application or at the effective date of such certificate or report (as the case may be), of the facts and opinions stated in such document shall in such case be conditions precedent to the right of the Issuer to have such application granted or to the sufficiency of such certificate or report. The foregoing shall not, however, be construed to affect the Indenture Trustee's right to rely upon the truth and accuracy of any statement or opinion contained in any such document as provided in Article VI.

Section 12.3 Acts of Noteholders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Noteholders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Noteholders in person or by agents duly appointed in writing; and except as herein otherwise expressly provided such action shall become effective when such instrument or instruments are delivered to the Indenture Trustee and, where it is hereby expressly required, to the Issuer. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act of the Noteholders" signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Section 6.1) conclusive in favor of the Indenture Trustee and the Issuer, if made in the manner provided in this Section 12.3.

(b) The fact and date of the execution by any person of any such instrument or writing may be proved in any manner that the Indenture Trustee deems sufficient.

(c) The ownership of Notes shall be proved by the Note Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Notes shall bind the Holder of every Note issued upon the registration thereof or in exchange therefor or in lieu thereof, in respect of anything done, omitted or suffered to be done by the Indenture Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Note.

Section 12.4 Notices, etc., to Indenture Trustee and Issuer. Any request, demand, authorization, direction, notice, consent, waiver or act of Noteholders or Hedge Counterparties or other documents provided or permitted by this Indenture shall be in writing and if such request, demand, authorization, direction, notice, consent, waiver or act of Noteholders or the Hedge Counterparties is to be made upon, given or furnished to or filed with:

(i) the Indenture Trustee by any Noteholder, by the Issuer or by any Hedge Counterparty shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing (which may be made via e-mail transmission, pdf, facsimile or overnight delivery) to or with a Responsible Officer of the Indenture Trustee at its Corporate Trust Office, or

(ii) the Issuer by the Indenture Trustee, by any Noteholder or by any Hedge Counterparty shall be sufficient for every purpose hereunder if in writing and sent by facsimile or email, in each case with a copy to follow via first-class mail, postage prepaid to the Issuer addressed to: Diversified ABS Phase III LLC, at 1600 Corporate Drive, Birmingham, Alabama 35242, facsimile: (205) 408-0870, email: legalnotice@dgoc.com, with copies (which shall not constitute notice) to (i) Benjamin M. Sullivan, 414 Summers Street, Charleston, West Virginia 25301, email: bsullivan@dgoc.com, and (ii) Latham & Watkins LLP, Attention: David J. Miller, at 301 Congress Avenue, Suite 900, Austin, Texas 78703, email: david.miller@lw.com, or, in each case, at any other address previously furnished in writing to the Indenture Trustee by the Issuer or the Manager. The Issuer shall promptly transmit any notice received by it from the Noteholders to the Indenture Trustee.

(iii) the Manager by the Indenture Trustee, by any Noteholder or by any Hedge Counterparty shall be sufficient for every purpose hereunder if in writing and sent by facsimile or email, in each case with a copy to follow via first-class mail, postage prepaid to the Issuer addressed to: Diversified Production LLC, at 1600 Corporate Drive, Birmingham, Alabama 35242, facsimile: (205) 408-0870, email: legalnotice@dgoc.com, with copies (which shall not constitute notice) to (i) Benjamin M. Sullivan, 414 Summers Street, Charleston, West Virginia 25301, email: bsullivan@dgoc.com, and (ii) Latham & Watkins LLP, Attention: David J. Miller, at 301 Congress Avenue, Suite 900, Austin, Texas 78703, email: david.miller@lw.com, or, in each case, at any other address previously furnished in writing to the Indenture Trustee by the Manager. The Manager shall promptly transmit any notice received by it from the Noteholders to the Indenture Trustee.

(iv) the Operator by the Indenture Trustee, by any Noteholder or by any Hedge Counterparty shall be sufficient for every purpose hereunder if in writing and sent by facsimile or email, in each case with a copy to follow via first-class mail, postage prepaid to the Issuer addressed to: Diversified Production LLC, at 1600 Corporate Drive, Birmingham, Alabama 35242, facsimile: (205) 408-0870, email: legalnotice@dgoc.com, with copies (which shall not constitute notice) to (i) Benjamin M. Sullivan, 414 Summers Street, Charleston, West Virginia 25301, email: bsullivan@dgoc.com, and (ii) Latham & Watkins LLP, Attention: David J. Miller, at 301 Congress Avenue, Suite 900, Austin, Texas 78703, email: david.miller@lw.com, or, in each case, at any other address previously furnished in writing to the Indenture Trustee by the Operator. The Operator shall promptly transmit any notice received by it from the Noteholders to the Indenture Trustee.

The Issuer's obligation to deliver or provide any demand, delivery, notice, communication or instruction to any Person shall be satisfied if such demand, delivery, notice, communication or instruction is posted to the Indenture Trustee's investor reporting website or such other website or distribution service or provider as the Issuer shall designate by written notice to the other parties; provided, however, that any demand, delivery, notice, communication or instruction to the Indenture Trustee shall be provided at its Corporate Trust Office in accordance with Section 12.4(i) hereof.

The Indenture Trustee shall promptly transmit (which may be via electronic mail) any notice received by it from the Noteholders to the Issuer, the Manager and the Hedge Counterparties.

Section 12.5 Notices to Noteholders and Hedge Counterparties; Waiver.

(a) Where this Indenture provides for notice to Noteholders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if posted to the Indenture Trustee's investor reporting website, by electronic transmission or in writing and mailed, first-class, postage prepaid to each Noteholder affected by such event, at such Holder's address as it appears on the Note Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Noteholders is given by mail, neither the failure to mail such notice nor any defect in any notice so mailed to any particular Noteholder shall affect the sufficiency of such notice with respect to other Noteholders, and any notice that is mailed in the manner herein provided shall conclusively be presumed to have been duly given.

(b) Where this Indenture provides for notice to Hedge Counterparties of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if posted to the Indenture Trustee's investor reporting website, by electronic transmission or in writing and mailed, first-class, postage prepaid to each Hedge Counterparty affected by such event, at such Hedge Counterparty's address as it appears on the Hedge Counterparty Rights Agreement to which such Hedge Counterparty is a party, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Hedge Counterparties is given by mail, neither the failure to mail such notice nor any defect in any notice so mailed to any particular Hedge Counterparty shall affect the sufficiency of such notice with respect to other Hedge Counterparties, and any notice that is mailed in the manner herein provided shall conclusively be presumed to have been duly given.

(c) Where this Indenture provides for notice in any manner, such notice may be waived in writing by any Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice.

(d) In case, by reason of the suspension of regular mail service as a result of a strike, work stoppage or similar activity, it shall be impractical to mail notice of any event to Noteholders when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be satisfactory to the Indenture Trustee shall be deemed to be a sufficient giving of such notice.

Section 12.6 Alternate Payment and Notice Provisions. Notwithstanding any provision of this Indenture or any of the Notes to the contrary, the Issuer may enter into any agreement with any Holder of a Note providing for a method of payment, or notice by the Indenture Trustee or any Paying Agent to such Holder, that is different from the methods provided for in this Indenture for such payments or notices. The Issuer will furnish to the Indenture Trustee a copy of each such agreement and the Indenture Trustee will cause payments to be made and notices to be given in accordance with such agreements.

Section 12.7 Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 12.8 Successors and Assigns. All covenants and agreements in this Indenture and the Notes by the Issuer shall bind its successors and assigns, whether so expressed or not. All agreements of the Indenture Trustee in this Indenture shall bind its successors, co-trustees and agents.

Section 12.9 Severability. In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 12.10 Benefits of Indenture. Nothing in this Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, and the Noteholders, each Hedge Counterparty and any other party secured hereunder, and any other Person with an ownership interest in any part of the Collateral, any benefit or any legal or equitable right, remedy or claim under this Indenture. Each Hedge Counterparty shall be a third-party beneficiary to this Indenture, but only to the extent this it has any rights expressly specified herein.

Section 12.11 Legal Holidays. In any case where the date on which any payment is due shall not be a Business Day, then (notwithstanding any other provision of the Notes or this Indenture) payment need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the date on which nominally due.

Section 12.12 GOVERNING LAW; CONSENT TO JURISDICTION. THIS INDENTURE SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY OTHERWISE APPLICABLE CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS; PROVIDED THAT ANY MATTERS THAT RELATE TO REAL PROPERTY SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE SUCH PROPERTY IS LOCATED. EACH PARTY TO THIS INDENTURE SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS INDENTURE, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE NON- EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, THE COURTS OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND APPELLATE COURTS FROM ANY THEREOF. EACH PARTY (a) CONSENTS TO SUBMIT ITSELF TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR SUCH ACTIONS OR PROCEEDINGS, (b) AGREES THAT IT WILL NOT ATTEMPT TO DENY OR DEFEAT SUCH PERSONAL JURISDICTION BY MOTION OR OTHER REQUEST FOR LEAVE FROM ANY SUCH COURT, AND (c) AGREES THAT IT WILL NOT BRING ANY SUCH ACTION OR PROCEEDING IN ANY COURT OTHER THAN SUCH COURTS. EACH PARTY ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE AND IRREVOCABLE JURISDICTION AND VENUE OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY NON- APPEALABLE JUDGMENT RENDERED THEREBY IN CONNECTION WITH SUCH ACTIONS OR PROCEEDINGS. A COPY OF ANY SERVICE OF PROCESS SERVED UPON THE PARTIES SHALL BE MAILED BY REGISTERED MAIL TO THE RESPECTIVE PARTY EXCEPT THAT, UNLESS OTHERWISE PROVIDED BY APPLICABLE LAW, ANY FAILURE TO MAIL SUCH COPY SHALL NOT AFFECT THE VALIDITY OF SERVICE OF PROCESS. IF ANY AGENT APPOINTED BY A PARTY REFUSES TO ACCEPT SERVICE, EACH PARTY AGREES THAT SERVICE UPON THE APPROPRIATE PARTY BY REGISTERED MAIL SHALL CONSTITUTE SUFFICIENT SERVICE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF A PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 12.13 Counterparts. This Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 12.14 Recording of Indenture. If this Indenture is subject to recording in any appropriate public recording offices, such recording is to be effected by the Issuer and at its expense accompanied by an Opinion of Counsel to the effect that such recording is necessary either for the protection of the Noteholders, the Hedge Counterparties, or any other Person secured hereunder or for the enforcement of any right or remedy granted to the Indenture Trustee under this Indenture.

Section 12.15 No Petition. The Indenture Trustee, by entering into this Indenture, and each Noteholder, by accepting a Note, hereby covenant and agree that they will not at any time institute against the Issuer, or join in any institution against the Issuer of, any involuntary bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any United States federal or state bankruptcy or similar Law in connection with any obligations relating to the Notes, this Indenture or any of the Basic Documents.

Section 12.16 Inspection. The Issuer agrees that, on reasonable prior notice, it will permit any representative of the Indenture Trustee, during the Issuer's normal business hours, to examine all the books of account, records, reports and other papers of the Issuer, to make copies and extracts therefrom, to cause such books to be audited by Independent certified public accountants, and to discuss the Issuer's affairs, finances and accounts with the Issuer's officers, employees and Independent certified public accountants, all at such reasonable times and as often as may be reasonably requested. The Indenture Trustee shall, and shall cause its representatives to, hold in confidence all such information except to the extent disclosure may be required by Law (and all reasonable applications for confidential treatment are unavailing) and except to the extent that the Indenture Trustee may reasonably determine that such disclosure is consistent with its obligations hereunder.

Section 12.17 Waiver of Jury Trial. EACH OF THE ISSUER, EACH NOTEHOLDER AND THE INDENTURE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 12.18 Rating Agency Notice. In addition to the information and reports specifically required to be provided to each Rating Agency pursuant to the terms of this Indenture, the Issuer shall, or shall cause the Manager to, upon written request, provide to each Rating Agency all information or reports delivered to the Indenture Trustee hereunder and such additional information as each Rating Agency may from time to time reasonably request. Any Act of the Noteholders or other documents provided or permitted by this Indenture, to be made upon, given or furnished to, or filed with each Rating Agency shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided if in writing to the applicable Rating Agency Contact.

Section 12.19 Rule 17g-5 Information.

(a) The Issuer shall comply with its obligations under Rule 17g-5 promulgated under the Exchange Act ("Rule 17g-5"), if any, by its or its agent's posting on the website required to be maintained under Rule 17g-5 (the "17g-5 Website"), no later than the time such information is provided to a Rating Agency, all information that the Issuer or other parties on its behalf, including the Indenture Trustee and the Manager, provide to the Rating Agency for the purposes of determining the initial credit rating of the Notes or undertaking credit rating surveillance of the Notes (the "17g-5 Information"); provided, that following the Closing Date, no party other than the Issuer, the Indenture Trustee or the Manager may provide information to a Rating Agency on the Issuer's behalf without the prior written consent of the Issuer.

(b) To the extent that the Issuer is required to comply with Rule 17g-5, if any of the Issuer, the Indenture Trustee or the Manager is required to provide any information to, or communicate with, a Rating Agency in writing in accordance with its obligations under this Indenture or any other Basic Document, the Issuer, or the Manager, as applicable (or their respective representatives or advisers), shall promptly post, or cause to be posted, such information or communication to the 17g-5 Website. The Indenture Trustee will provide any information given to the Rating Agency to the Issuer and the Manager simultaneously with giving such information to the Rating Agency.

(c) To the extent that the Issuer is required to comply with Rule 17g-5 and to the extent any of the Issuer, the Indenture Trustee or the Manager are engaged in oral communications with the Rating Agency, for the purposes of determining an initial credit rating of the Notes or undertaking credit rating surveillance of the Notes, the party communicating with the Rating Agency shall cause such oral communication to either be (x) recorded and an audio file containing the recording to be promptly posted to the 17g-5 Website or (y) summarized in writing and the summary to be promptly posted to the 17g-5 Website (or with respect to the Indenture Trustee, in the case of either (x) or (y), delivered to the Issuer and the Manager for posting on the 17g-5 Website).

(d) To the extent that the Issuer is required to comply with Rule 17g-5, all information to be made available to a Rating Agency hereunder shall be made available on the 17g-5 Website. In the event that any information is delivered or posted in error, the Issuer may remove it, or cause it to be removed, from the 17g-5 Website, and shall so remove promptly when instructed to do so by the Person that delivered such information. None of the Indenture Trustee, the Manager or the Issuer shall have obtained or shall be deemed to have obtained actual knowledge of any information solely due to receipt and posting to the 17g-5 Website. Access will be provided to any NRSRO upon receipt by the Issuer of an NRSRO certification from such NRSRO (which may be submitted electronically via the 17g-5 Website).

(e) Notwithstanding the requirements herein, the Indenture Trustee shall have no obligation to engage in or respond to any oral communications, for the purposes of determining an initial credit rating of the Notes or undertaking credit rating surveillance of the Notes, with a Rating Agency or any of its respective officers, directors or employees.

(f) The Indenture Trustee shall not be responsible for determining compliance with 17g-5, maintaining the 17g-5 Website, posting any 17g-5 Information to the 17g-5 Website or assuring that the 17g-5 Website complies with the requirements of this Indenture, Rule 17g-5, or any other Law or regulation. In no event shall the Indenture Trustee be deemed to make any representation in respect of the content of the 17g-5 Website or compliance of the 17g-5 Website with this Indenture, Rule 17g-5, or any other Law or regulation.

(g) The Indenture Trustee shall not be responsible or liable for the dissemination of any identification numbers or passwords for the 17g-5 Website, including by the Issuer, the Rating Agency, any NRSRO, any of their agents or any other party. The Indenture Trustee shall not be liable for the use of any information posted on the 17g-5 Website, whether by the Issuer, the Rating Agency, any NRSRO or any other third party that may gain access to the 17g-5 Website or the information posted thereon.

(h) Notwithstanding anything herein to the contrary, the maintenance by a third-party service provider of the 17g-5 Website shall be deemed as compliance by or on behalf of the Issuer with Rule 17g-5 or any other Law or regulation related thereto.

ARTICLE XIII

NOTE GUARANTEES

Section 13.1 Note Guarantees.

(a) Each Guarantor, hereby jointly and severally, unconditionally and irrevocably guarantees the Notes and the Obligations hereunder and thereunder, and guarantees to each Holder of a Note authenticated and delivered by the Indenture Trustee and to the Indenture Trustee on behalf of such Holder, that:

(i) the principal of and premium, if any and interest on the Notes shall be paid in full when due, whether at the Legal Final Maturity Date, by acceleration or otherwise (including, without limitation, the amount that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code), together with interest on the overdue principal, if any, and interest on any overdue interest, to the extent lawful, and all other obligations of the Issuer to the Holders or the Indenture Trustee hereunder or thereunder shall be paid in full or performed, all in accordance with the terms hereof and thereof; and

(ii) in case of any extension of time of payment or renewal of any Notes or of any such other Obligations, the same shall be paid in full when due or performed in accordance with the terms of the extension or renewal, whether at the Legal Final Maturity Date, by acceleration or otherwise.

The obligations of each Guarantor are direct, independent and primary obligations of each Guarantor and are irrevocable, absolute, unconditional, and continuing obligations and are not conditioned in any way upon the institution of suit or the taking of any other action, the pursuit of any remedies or any attempt to enforce performance of or compliance with the Obligations by the Issuer and each Guarantor, and their respective successors, transferees or assigns, and shall constitute a guaranty of payment and performance and not of collection, binding upon the Guarantor and its successors and assigns and irrevocable without regard to the validity, legality or enforceability of this Indenture or any other Basic Document, or the lack of power or authority of the Issuer or any Guarantor to enter into this Indenture or any other Basic Document, or any substitution, release or exchange of any other guaranty or any other security for any of the Obligations or any other circumstance whatsoever (other than payment) that might otherwise constitute a legal or equitable discharge of a surety or guarantor, and shall not be subject to any right of set off, recoupment or counterclaim and are in no way conditioned or contingent upon any attempt to collect from the Issuer, any Guarantor or any other entity or to perfect or enforce any security or upon any other condition or contingency or upon any other action, occurrence, or circumstance whatsoever.

Without limiting the generality of the foregoing, no Guarantor shall have any right to terminate this guaranty, or to be released, relieved or discharged from its obligations hereunder except as provided in Section 11.1 hereof, and such obligations shall not be affected, diminished, modified or impaired for any reason whatsoever, including, without limitation, (i) the change, modification or amendment of any obligation, duty, guarantee, warranty, responsibility, covenant or agreement set forth in this Indenture, the granting of any extension of time for payment to the Issuer or any other surety, or any extension or renewal of the Issuer's obligations under this Indenture, (ii) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of any of the Issuer's or any Guarantor's assets, the receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization of or similar proceedings affecting the Issuer or any Guarantor or any of the assets of the Issuer or any Guarantor, (iii) any furnishing or acceptance of additional security or any exchange, surrender, substitution or release of any security, (iv) any waiver, consent or other action or inaction or any exercise or non-exercise of any right, remedy or power with respect to the Obligations or this Indenture, (v) any merger or consolidation of the Issuer or the Guarantor into or with any other person or entity, the Issuer's loss of its separate corporate identity or its ceasing to be an affiliate of any Guarantor, or (vi) the failure to give notice to any Guarantor of the occurrence of a default under the terms and provisions of this Indenture.

(b) Each Guarantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have now, or in the future, under law or in equity, to: (i) the notice of any waiver or extension granted to the Issuer; (ii) all notices which may be required by applicable statute, rule of law or otherwise to preserve any of the rights of the Noteholders against the Issuer, each Guarantor or any other person; (iii) require either that an action be brought against the Issuer or any other person or entity as a condition to proceeding against any Guarantor, or to require that action be first taken against any security given by the Issuer or any Guarantor; (iv) notice of (a) any Noteholder's acceptance and reliance on this guaranty, (b) default or demand in the case of default, provided such notice or demand has been given to or made upon the Issuer or any Guarantor, and (c) any extensions or consents granted to the Issuer, any Guarantor or any other surety; (v) promptness, diligence, presentment, demand of payment or enforcement and any other notice with respect to any of the Obligations and this guaranty; (vi) require any election of remedies; (vii) require the marshalling of assets or the resort to any other security; (viii) except as otherwise expressly provided herein, claim any other defense, contingency, circumstance or matter which might constitute a legal or equitable discharge of a surety or guarantor; (ix) any defense based on or arising out of the voluntary or involuntary bankruptcy, insolvency, liquidation, dissolution, receivership, or other similar proceeding affecting the Issuer; or (x) any defense related to the addition, substitution or partial or entire release of any guarantor, maker or other party (including the Issuer and each Guarantor) primarily or secondarily liable or responsible for the performance and observance of any of the terms set forth in this Indenture and the other Basic Documents or by any extension, waiver, amendment or action whatsoever which may release a guarantor (other than performance).

(c) If any Noteholder or the Indenture Trustee is required by any court or otherwise to return to the Issuer or any Guarantor, or any custodian, trustee, liquidator or other similar official acting in relation to the Issuer or any Guarantor, any amount paid by any of them to the Indenture Trustee or such Noteholder, the Note Guarantee of each of the Guarantors, to the extent theretofore discharged, shall be reinstated in full force and effect. This paragraph (c) shall remain effective notwithstanding any contrary action which may be taken by the Indenture Trustee or any Noteholder in reliance upon such amount required to be returned. This paragraph (c) shall survive the termination of this Indenture.

(d) Each Guarantor further agrees that, as between each Guarantor, on the one hand, and the Holders and the Indenture Trustee, on the other hand, (x) the maturity of the Obligations guaranteed hereby may be accelerated as provided in Article V hereof for the purposes of the Note Guarantee of such Guarantor, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Obligations guaranteed hereby, and (y) in the event of any acceleration of such Obligations as provided in Article V hereof, such Obligations (whether or not due and payable) shall forthwith become due and payable by each Guarantor for the purpose of the Note Guarantee of such Guarantor.

Section 13.2 Severability. In case any provision of any Note Guarantee shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13.3 Limitation of Liability.

(a) No Fraudulent Conveyance. Each Guarantor, and, by its acceptance hereof, each Holder confirms that it is the intention of all such parties that the Note Guarantee of such Guarantor shall not constitute a fraudulent transfer or conveyance for purposes of the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law or the provisions of its local law relating to fraudulent transfer or conveyance. To effectuate the foregoing intention, the Indenture Trustee, the Holders and the Guarantors hereby irrevocably agree that the obligations of each Guarantor under its Note Guarantee shall be limited to the maximum amount that will not, after giving effect to all other contingent and fixed liabilities of such Guarantor and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Note Guarantee, result in the obligations of such Guarantor under its Note Guarantee constituting a fraudulent transfer or conveyance.

(b) No Personal Liability. No member, manager, employee, officer, or organizer, as such, past, present or future of each Guarantor shall have any liability under this Note Guarantee by reason of his/her or its status as such member, manager, employee, officer, or organizer.

Section 13.4 Release of Note Guarantee. A Note Guarantee by Guarantor will be automatically and unconditionally released upon the discharge of this Indenture in accordance with Section 11.1 and satisfaction in full of the obligations of the Issuer hereunder.

Section 13.5 Benefits Acknowledged. Each Guarantor acknowledges that it will receive direct and indirect benefits from the transactions contemplated by the Transaction Agreements and that its guarantee and waivers pursuant to its Note Guarantee are knowingly made in contemplation of such benefits.

[Remainder page intentionally left blank]

IN WITNESS WHEREOF, the Issuer and the Indenture Trustee have caused this Indenture to be duly executed by their respective officers, thereunto duly authorized, all as of the day and year first above written.

DIVERSIFIED ABS PHASE III LLC

By: /s/ Eric Williams
Name: Eric Williams
Title: Executive Vice President and Chief Financial Officer

DIVERSIFIED ABS PHASE III MIDSTREAM LLC

By: /s/ Eric Williams
Name: Eric Williams
Title: Executive Vice President and Chief Financial Officer

DIVERSIFIED ABS III UPSTREAM LLC

By: /s/ Eric Williams
Name: Eric Williams
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Indenture]

UMB BANK, N.A., not in its individual capacity but solely as Indenture Trustee

By: /s/ Michele Voon
Name: Michele Voon
Title: Vice President

UMB BANK, N.A., as Securities Intermediary

By: /s/ Michele Voon
Name: Michele Voon
Title: Vice President

[Signature Page to Indenture]

APPENDIX A

PART I - DEFINITIONS

All terms used in this Appendix shall have the defined meanings set forth in this Part I when used in the Basic Documents, unless otherwise defined therein.

"17g-5 Information" has the meaning specified in Section 12.19(a) of the Indenture.

"17g-5 Website" has the meaning specified in Section 12.19(a) of the Indenture.

"ABS I Trustee" means UMB Bank, N.A. as indenture trustee under the indenture dated as of November 13, 2019 between Diversified ABS LLC and UMB Bank, N.A.

"ABS II Trustee" means UMB Bank, N.A. as indenture trustee under the indenture dated as of April 9, 2020 between Diversified ABS Phase II LLC and UMB Bank, N.A.

"ABS Operating Agreement" means the Operating Agreement of Diversified ABS Phase III LLC, dated as of the Closing Date, as the same may be amended and supplemented from time to time.

"Act of the Noteholders" has the meaning specified in Section 12.3(a) of the Indenture.

"Additional Assets" means additional assets (that are upstream assets similar to the Wellbore Interests, including being located in the Appalachian Basin) purchased and acquired by the Issuer (or any Subsidiary thereof) from any Person (including, for the avoidance of doubt, Diversified) for a mutually-agreeable purchase price substantially equivalent to the fair market value of such assets pursuant to an executed asset purchase agreement with representations, warranties and indemnification obligations of Diversified substantially the same as those in the Separation Agreement; provided that the terms of such asset purchase agreement are on the whole not materially less favorable than those that would be reasonably expected to be available from third parties on an arm's-length basis, as determined in good faith by the Issuer.

"Administration Fees" has the meaning specified in the Management Services Agreement.

"Administrative Expenses" means, for any Payment Date, the expenses of the Issuer consisting of out-of-pocket expenses and indemnification amounts payable or reimbursable to the Indenture Trustee, the Manager, the Back-up Manager and, to the extent that the Notes are rated by a Rating Agency, any such Rating Agency, and any third-party service provider hired by or on behalf of the Issuer (including, without limitation, amounts payable to any Observer and insurance premiums related to the Collateral), but not including any fees payable or expenses reimbursable to any third party in relation to the operation of the Oil and Gas Portfolio and the Midstream Assets.

"AFE Cover Amounts" has the meaning specified in the Management Services Agreement.

"AFE Operations" has the meaning specified in the Management Services Agreement.

"Affiliate" means, with respect to any specified Person, any other Person controlling or controlled by or under common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Agency Agreement" means the Gas Sales, Asset Management and Marketing Agreement, dated as of the Closing Date, by and between the Issuer and Diversified Marketing.

"Annual Determination Date" means the Payment Determination Date in the month of February.

"Anti-Corruption Laws" means any Law or regulation in a U.S. or any non-U.S. jurisdiction regarding bribery or any other corrupt activity, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010.

"Anti-Money Laundering Laws" means any Law or regulation in a U.S. or any non-U.S. jurisdiction regarding money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes, including the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act) and the USA PATRIOT Act.

"Applicable Premium" means with respect to a Note at any time, as determined by the Issuer, the excess of:

(a) the present value at such time of (i) 100% of the principal amount of the Note, plus (ii) all required interest payments due on the Note through the Payment Date occurring in February 2026 (excluding accrued but unpaid interest to the Redemption Date), including any increase of the interest rate due and owing on the Notes based on the VE Score computed using a discount rate equal to the Treasury Rate as of such time, plus (iii) 50 basis points discounted to the redemption date on a semi- annual basis (assuming a 360 day year consisting of twelve 30 day months), over

(b) the then Outstanding Principal Balance of such Note.

"Asset Disposition Proceeds" has the meaning specified in Section 8.4(a) of the Indenture.

"Asset Disposition Proceeds Account" means the account designated as such, established and maintained pursuant to Section 8.2(b) of the Indenture.

"Asset Purchase Period" has the meaning specified in Section 8.4(c) of the Indenture.

"Asset Vesting Documents" means (i) in respect of the Wellbore Interests and related Additional Assets, each of the Separation Agreement, the Plan of Division, and the Statement of Division and (ii) in respect of the Midstream Assets, each of the Contribution Agreement and the Midstream Assignment.

"Assets" means the Wellbore Interests, the Midstream Assets and any Additional Assets, collectively.

"Available Funds" means, with respect to any Payment Date, the sum of the following amounts, without duplication, with respect to the Assets in respect of the Collection Period preceding such Payment Date: (a) all Collections received and deposited into and available for withdrawal from the Collection Account prior to the applicable Payment Determination Date relating to production in the calendar month that is two months or more prior to the Collection Period and adjustments relating to prior Collection Periods, (b) amounts on deposit in the Liquidity Reserve Account after giving effect to all other deposits and withdrawals thereto or therefrom on the Payment Date relating to such Collection Period in excess of the Liquidity Reserve Account Target Amount, (c) amounts transferred from the P&A Reserve Account to the Collection Account on such Payment Date pursuant to Section 8.2(e) of the Indenture, (d) Investment Earnings for the related Payment Date, (e) all amounts received by the Indenture Trustee pursuant to Article V of the Indenture, (f) the net amount, if any, paid to the Issuer under the Hedge Agreements, and (g) the amount of any Equity Contribution Cure.

"Back-up Management Agreement" means the Back-up Management Agreement, dated as of the Closing Date, among the Issuer, the Manager, the Indenture Trustee and the Back-up Manager.

"Back-up Management Fee" means the fee payable to the Back-up Manager for services rendered during each Collection Period, determined pursuant to Section 4.1 of the Back-up Management Agreement.

"Back-up Manager" means AlixPartners, LLP, in its capacity as back-up manager under the Back-up Management Agreement, and any successor thereunder.

"Basic Documents" means the Indenture, each Joint Operating Agreement, the Separation Agreement, the Diversified ABS III Midstream Operating Agreement, the Diversified ABS III Upstream Operating Agreement, the Notes, the Management Services Agreement, the Back-up Management Agreement, the Note Purchase Agreement, the Pledge Agreement, the Contribution Agreement, the Plan of Division, the Statement of Division, the Hedge Agreements, the Agency Agreement, the ABS Operating Agreement, the Gas Gathering Agreement, the Pipeline Operating Agreement, the Holdings Operating Agreement, the Novation Agreements, the Intercreditor Acknowledgment, the Settlement Agreement, the Limited Guaranty, each Mortgage, each Escrow Agreement and other documents and certificates delivered in connection therewith.

"Blocked Person" means (a) a Person whose name appears on the list of Specially Designated Nationals and Blocked Persons published by OFAC, (b) a Person, entity, organization, country or regime that is blocked or a target of sanctions that have been imposed under U.S. Economic Sanctions Laws, or (c) a Person that is an agent, department or instrumentality of, or is otherwise beneficially owned by, controlled by or acting on behalf of, directly or indirectly, any Person, entity, organization, country or regime described in clause (a) or (b).

"Book-Entry Notes" means a note registered in the name of the Depository or its nominee, ownership of which is reflected on the books of the Depository or on the books of a Person maintaining an account with such Depository (directly or as an indirect participant in accordance with the rules of such Depository); provided, that after the occurrence of a condition whereupon Definitive Notes are to be issued to Noteholders, such Book-Entry Notes shall no longer be "Book- Entry Notes".

"Burden" shall mean any and all royalties (including lessors' royalties and non- participating royalties), overriding royalties, reversionary interests, net profits interests, production payments and other burdens upon, measured by or payable out of production.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions or trust companies in the State of New York or the state in which the Corporate Trust Office of the Indenture Trustee is located and are required or authorized by Law, regulation or executive order to be closed.

"Capital Lease" means, at any time, a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with GAAP.

"Change of Control" means the occurrence of any of the following:

(a) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of Diversified Gas & Oil Plc and its direct and indirect subsidiaries taken as a whole, to any Person (including any "person" as that term is used in Section 13(d)(3) of the Exchange Act) other than a Qualifying Owner;

(b) the adoption of a plan relating to the liquidation or dissolution of Diversified Gas & Oil Plc;

(c) the consummation of any transaction (including, without limitation, any merger or consolidation), the result of which is that (A) any Person (including any "person" (as defined above)), excluding the Qualifying Owners, becomes the Beneficial Owner, directly or indirectly, of more than 50% of the Voting Stock of Diversified Gas & Oil Plc, measured by voting power rather than number of shares, units or the like and (B) each member of the Management Team as of immediately prior to the consummation of such transaction resigns or is removed from its respective position; or

(d) the occurrence of any event or series of events that results in Manager ceasing to be Controlled by Diversified Gas & Oil Plc.

Notwithstanding the preceding, a conversion of Diversified Gas & Oil Plc or any of its direct or indirect wholly-owned subsidiaries from a limited partnership, corporation, limited liability company or other form of entity to a limited liability company, corporation, limited partnership or other form of entity (including by way of merger, consolidation, amalgamation or liquidation) or an exchange of all of the outstanding Capital Stock in one form of entity for Capital Stock in another form of entity or the transfer or redomestication of Diversified Gas & Oil Plc to or in another jurisdiction shall not constitute a Change of Control, so long as following such conversion, exchange, transfer or redomestication the "persons" (as that term is used in Section 13(d)(3) of the Exchange Act) who Beneficially Owned the Capital Stock of Diversified Gas & Oil Plc immediately prior to such transactions, together with Qualifying Owners, Beneficially Own in the aggregate more than 50% of the Voting Stock of such entity, or Beneficially Own sufficient Capital Stock in such entity to elect a majority of its directors, managers, trustees or other persons serving in a similar capacity for such entity or its general partner, as applicable, and, in either case no "person" (other than a Qualifying Owner) Beneficially Owns more than 50% of the Voting Stock of such entity or its general partner, as applicable. References to Diversified Gas & Oil Plc in the foregoing clauses (i) - (iv) shall also refer to the surviving entity after giving effect to such conversion, exchange, transfer or redomestication.

"Change of Control Applicable Premium" means with respect to a Note at any time, as determined by the Issuer, the excess of:

(a) the present value at such time of (i) 100% of the principal amount of the Note, plus (ii) all required interest payments due on the Note through the Payment Date occurring in February 2026 (excluding accrued but unpaid interest to the Redemption Date), including any increase of the Interest Rate due and owing hereunder based on the VE Score computed using a discount rate equal to the Treasury Rate as of such time, plus (iii) 100 basis points discounted to the redemption date on a semi- annual basis (assuming a 360 day year consisting of twelve 30 day months), over

(b) the then Outstanding Principal Balance of such Note.

"Change of Control Redemption Price" means, with respect to any redemption of Notes pursuant to Section 10.1(b) of the Indenture, (i) prior to the Payment Date occurring on February 2026, an amount equal to 100% of the principal amount thereof, plus the Change of Control Applicable Premium, plus accrued and unpaid interest, if any, to, but not including, the Change of Control Redemption Date, including any increase of the Interest Rate due and owing on the Notes based on the VE Score, and (ii) on or after the Payment Date occurring in February 2026, an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the Redemption Date.

"Class A-1 Notes" means the 4.875% Class A-1 Notes, substantially in the form of Exhibit A-1 to the Indenture.

"Class A-2 Notes" means the 4.875% Class A-2 Notes, substantially in the form of Exhibit A-2 to the Indenture.

"Closing Date" or "Closing" shall mean February 4, 2022.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and Treasury Regulations promulgated thereunder.

"Collateral" has the meaning specified in the Granting Clause of the Indenture.

"Collection Account" means the account designated as such, established and maintained pursuant to Section 8.2(a) of the Indenture.

"Collection Period" means, with respect to any Payment Date, the period from and including the first day of the calendar month immediately preceding the calendar month in which such Payment Date occurs (or with respect to the initial Payment Date, from but excluding the Cutoff Date) to and including the last day of the calendar month immediately preceding the calendar month in which such Payment Date occurs. Any amount stated as of the last day of a Collection Period shall give effect to the following applications as determined as of the close of business on such last day: (1) all applications of Collections and (2) all distributions to be made on the related Payment Date.

"Collections" shall mean all amounts paid to the Issuer, the Guarantors, the Manager (solely in its capacity as such) or the Back-up Manager from whatever source on or with respect to the Assets and all amounts paid to Operator from whatever source with respect to the Assets (subject in all respects to the expense and reimbursement provisions of the Joint Operating Agreement).

"Commission" means the U.S. Securities and Exchange Commission.

"Consents" means any approval, consent, ratification, waiver or other authorization from any Person that is required to be obtained in connection with the Contemplated Transaction or the execution or delivery of the Basic Documents.

"Contemplated Transactions" means (i) all of the transactions contemplated by the Separation Agreement and the Contribution Agreement, including: (a) the formation of the Diversified ABS III Upstream pursuant to the Separation Agreement and the vesting of the Wellbore Interests in Diversified ABS III Upstream by operation of law; (b) the transfer of the Midstream Assets by the applicable Diversified Parties to Diversified ABS III Midstream pursuant to the Contribution Agreement; (c) the formation of the Guarantors pursuant to the Diversified ABS III Midstream Operating Agreement and the Diversified ABS III Upstream Operating Agreement (as applicable); (b) the execution, delivery, and performance of all instruments and documents required under the Asset Vesting Documents; (c) the performance by the Diversified Parties of their respective covenants and obligations under the Basic Documents; and (d) the Issuer's and the Guarantor's (as applicable) acquisition, ownership, and exercise of control over the Assets from and after Closing; and (ii) the Manager's management of the Issuer and the Guarantors contemplated by the Management Services Agreement.

"Contract" means any agreements and contracts (including joint operating agreements) to which the Issuer or any Guarantor is a party.

"Contribution" means "Contemplated Transactions" as such term is defined in the Contribution Agreement.

"Contribution Agreement" means that certain Contribution Agreement, dated as of the Closing Date, by and among Diversified Midstream, Diversified Corp, Diversified, Diversified Holdings, Issuer and Diversified ABS III Midstream.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; and the terms "Controlled" and "Controlling" shall have meanings correlative to the foregoing.

"Controlled Entity" means (a) any of the Issuer's, Diversified Holdings' and the Guarantors' respective Controlled Affiliates and (b) Diversified and its Controlled Affiliates.

"Corporate Trust Office" means the principal office of the Indenture Trustee at which at any particular time the Indenture shall be administered, which office at the date of execution of the Indenture is located at UMB Bank, N.A., 100 William Street, Suite 1850, New York, New York 10038, Attn: ABS Structured Finance – DGO A/C 157520, e-mail: michele.voon@umb.com, or at such other address or electronic mail address as the Indenture Trustee may designate from time to time by notice to the Noteholders and the Issuer, or the principal corporate trust office of any successor Indenture Trustee at the address or electronic mail address designated by such successor Indenture Trustee by notice to the Noteholders and the Issuer.

"Credit Risk Retention Rules" means risk retention regulations in 17 C.F.R. Part 246 as such regulation may be amended from time to time and subject to such clarification and interpretation as have been provided by the Commission in an adopting release or by the staff of the Commission, or as may be provided in writing by the Commission or its staff from time to time.

"Cutoff Date" means the close of business on February 4, 2022.

"DABS" means Diversified ABS LLC.

"DABS II" means Diversified ABS Phase II LLC.

"Default" means any occurrence that is, or with notice or the lapse of time or both would become, an Event of Default.

"Default in Other Agreements" means (1) any Diversified Party or any Affiliate of a Diversified Party shall fail to pay when due any principal or interest on any Indebtedness (other than the Indebtedness under the Basic Documents) or (2) breach or default of any Diversified Party, DABS or DABS II with respect to any Indebtedness (other than the Indebtedness under the Basic Documents); if such failure to pay, breach or default entitles the holder to cause such Indebtedness having an individual principal amount in excess of $250,000 or having an aggregate principal amount in excess of $500,000 to become or be declared due prior to its stated maturity.

"Definitive Notes" means the definitive, fully registered Notes, substantially in the form of Exhibit A to the Indenture.

"Depository" means initially, the Depository Trust Company, the nominee of which is Cede & Co., and any permitted successor depository.

"Depository Participant" means a broker, dealer, bank or other financial institution or other Person for whom from time to time the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

"Direct Expenses" has the meaning specified in the Management Services Agreement.

"Diversified" shall mean Diversified Production, LLC.

"Diversified ABS III Midstream" shall mean Diversified ABS Phase III Midstream LLC.

"Diversified ABS III Midstream Operating Agreement" means the Operating Agreement of Diversified ABS III Midstream, dated as of the Closing Date, as the same may be amended and supplemented from time to time.

"Diversified ABS III Upstream" shall mean Diversified ABS III Upstream LLC.

"Diversified ABS III Upstream Operating Agreement" means the Operating Agreement of Diversified ABS III Upstream, dated as of the Closing Date, as the same may be amended and supplemented from time to time.

"Diversified Corp" shall mean Diversified Gas & Oil Corporation.

"Diversified Holdings" shall mean Diversified ABS Phase III Holdings LLC.

"Diversified Marketing" shall mean Diversified Energy Marketing, LLC.

"Diversified Midstream" shall mean Diversified Midstream LLC.

"Diversified Parties" shall mean each of Diversified, Diversified Corp, Diversified Holdings, Diversified Midstream, Diversified Marketing, Diversified ABS III Midstream, Diversified ABS III Upstream and the Issuer.

"Divestiture Date" shall have the meaning assigned to the term "Effective Time" in the Separation Agreement.

"DSCR" means, as of any Quarterly Determination Date, beginning with the Payment Date occurring in July 2022, an amount equal to (a) the Securitized Net Cash Flow for each of the three (3) immediately preceding Collection Periods, *divided by* (b) the sum of (i) the aggregate interest accrued on the Notes for each of such three (3) immediately preceding Payment Dates and any unpaid Note Interest on the Payment Date three (3) months prior to the Quarterly Determination Date, (ii) the aggregate Scheduled Principal Distribution Amount for each of such three (3) immediately preceding Payment Dates, and (iii) any unpaid Scheduled Principal Distribution Amounts on the Payment Date three (3) months prior to the Quarterly Determination Date.

"Eligible Account" means either (a) a segregated account with an Eligible Institution or (b) a segregated trust account with the corporate trust department of a depository institution organized under the Laws of the United States of America or any one of the states thereof or the District of Columbia (or any domestic branch of a foreign bank), having corporate trust powers and acting as trustee for funds deposited in such account, so long as any of the securities of such depository institution shall have a credit rating in one of the generic rating categories that signifies investment grade of Fitch or, to the extent Fitch does not rate the Notes, another NRSRO.

"Eligible Institution" means:

(a) the corporate trust department of the Indenture Trustee; or

(b) a depository institution or trust company organized under the Laws of the United States of America or any one of the states thereof, or the District of Columbia (or any domestic branch of a foreign bank), which at all times (i) has either (A) a long-term unsecured debt rating of at least AA- or better by Fitch or, to the extent that Fitch does not rate the Notes, the equivalent or better by an NRSRO, or such other rating that is acceptable to the Majority Noteholders or (B) a certificate of deposit rating of at least F-1+ or better by Fitch or, to the extent that Fitch does not rate the Notes, the equivalent or better by an NRSRO, or such other rating that is acceptable to the Majority Noteholders and (ii) whose deposits are insured by the FDIC.

"Encumbrance" means any charge, equitable interest, privilege, Lien, mortgage, deed of trust, production payment, collateral assignment, security interest, or other arrangement substantially equivalent to any of the foregoing.

"Environmental Law" means any Law, ordinance, rule or regulation of any Governmental Body relating to pollution or the protection of the environment, natural resources, or human health and safety (as it relates to exposure to Hazardous Materials).

"Environmental Liabilities" means any cost, damage, expense, liability, obligation, or other responsibility arising from or under either an Environmental Law or third party claims relating to the environment, and which relates to the ownership or operation of the Assets.

"Equity Contribution Cure" means on any date prior to the Final Scheduled Payment Date, Diversified Holdings' contribution of equity to the Issuer made by depositing cash into the Collection Account, but not more than ten percent (10%) of the initial principal amount of the Notes as of the Closing Date in aggregate and no more frequently than twice (in aggregate) per calendar year.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder from time to time in effect.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that is treated as a single employer together with the Issuer under section 414 of the Code.

"ERISA Plan" means an "employee benefit plan" (as defined in section 3(3) of ERISA) subject to Title I of ERISA that is or, within the preceding five years, has been established or maintained, or to which contributions are or, within the preceding five years, have been made or required to be made by the Issuer or any ERISA Affiliate or with respect to which the Issuer or any ERISA Affiliate may have any liability.

"Escrow Agent" means UMB Bank, N.A., not in its individual capacity but solely as escrow agent under the Escrow Agreement.

"Escrow Agreement" means (i) that certain escrow agreement, dated as of February 2, 2022 by and among the Issuer, Diversified Corp, the Escrow Agent and certain Noteholders referenced therein and (ii) each escrow agreement, dated as of February 3, 2022 by and among the Issuer, Diversified Corp, the Escrow Agent and certain Noteholders referenced therein.

"Escrow Funding Date" means the date of funding of proceeds by the Noteholders under their respective Escrow Agreement.

"Event of Default" has the meaning specified in Section 5.1(a) of the Indenture.

"Excess Allocation Percentage" means the greatest of the following percentages, as applicable:

(a) (i) If the DSCR as of the applicable Payment Date is less than 1.15 to 1.00, then 100%, (ii) if the DSCR as of such Payment Date is greater than or equal to 1.15 to 1.00 and less than 1.25 to 1.00, then 50%, or (iii) if the DSCR as of such Payment Date is greater than or equal to 1.25 to 1.00, then 0%; or

(b) If the Production Tracking Rate is less than 80.0%, then 100%, else 0%; or

(c) If the LTV is greater than 65.0%, then 100%, else 0%.

"Excess Amortization Amount" means, with respect to any Payment Date, the Excess Allocation Percentage of the Available Funds for such Payment Date remaining after giving effect to the distributions in clauses (A) through (E) of Section 8.6(i) of the Indenture on such Payment Date; provided, that the Excess Amortization Amount as of any Payment Date shall not exceed the Outstanding Principal Balance as of such Payment Date (calculated after giving effect to the payments on such Payment Date contemplated by clauses (A) through (E) of Section 8.6(i) of the Indenture).

"Excess Funds" means, with respect to any Collection Period and the related Payment Date, the amounts, if any, available for distribution pursuant to Section 8.6(i) of the Indenture after the distributions pursuant to clauses (A) through (L) thereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Executive Officer" means, with respect to any corporation, the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, any Executive Vice President, Senior Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of such corporation; with respect to any limited liability company, any of the officers listed previously with respect to a corporation or any managing member or sole member of the limited liability company; with respect to any partnership, any general partner thereof; and with respect to any other entity, a similar situated Person.

"FATCA" means Sections 1471 through 1474 of the Code.

"FATCA Withholding Tax" means any withholding or deduction pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements (including any intergovernmental agreements) thereunder or official interpretations thereof.

"FDIC" means the Federal Deposit Insurance Corporation.

"Final Scheduled Payment Date" means the Payment Date occurring in the month of April 2039.

"Financial Asset" has the meaning given such term in Article 8 of the UCC. As used herein, the Financial Asset "related to" a security entitlement is the Financial Asset in which the entitlement holder (as defined in the New York UCC) holding such security entitlement has the rights and property interest specified in the New York UCC.

"Fitch" means Fitch Ratings, Inc., or any successor to the rating agency business thereof.

"GAAP" means Generally Accepted Accounting Principles.

"Gas Gathering Agreement" means that certain Gas Gathering Agreement, dated as of the Closing Date, by and between Diversified and Diversified Midstream.

"Governmental Authorization" means any approval, consent, license, permit, registration, variance, exemption, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

"Governmental Body" means any (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign, or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (d) multi-national organization or body; or (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Governmental Official" means any governmental official or employee, employee of any government-owned or government-controlled entity, political party, any official of a political party, candidate for political office, official of any public international organization or anyone else acting in an official capacity.

"Governmental Rule" means with respect to any Person, any Law, rule, regulation, ordinance, order, code, treaty, judgment, decree, directive, guideline, policy or similar form of decision of any Governmental Body binding on such Person.

"Grant" means mortgage, pledge, bargain, warrant, alienate, remise, release, convey, assign, transfer, create, grant a Lien upon and a security interest in, grant a right of set-off against, deposit, set over and confirm pursuant to the Indenture. A Grant of any item of Collateral or of any other property shall include all rights, powers and options (but none of the obligations) of the granting party thereunder, including the immediate and continuing right to claim for, collect, receive and give receipt for principal and interest payments in respect of such item of Collateral and all other monies payable thereunder, to give and receive notices and other communications, to make waivers or other agreements, to exercise all rights and options, to bring Proceedings in the name of the granting party or otherwise, and generally to do and receive anything that the granting party is or may be entitled to do or receive thereunder or with respect thereto.

"Guarantors" shall mean each of Diversified ABS III Midstream and Diversified ABS III Upstream.

"Guaranty" means, with respect to any Person, any obligation (except the endorsement in the ordinary course of business of negotiable instruments for deposit or collection) of such Person guaranteeing or in effect guaranteeing any indebtedness, dividend or other obligation of any other Person in any manner, whether directly or indirectly, including obligations incurred through an agreement, contingent or otherwise, by such Person:

(a) to purchase such indebtedness or obligation or any property constituting security therefor;

(b) to advance or supply funds (i) for the purchase or payment of such indebtedness or obligation, or (ii) to maintain any working capital or other balance sheet condition or any income statement condition of any other Person or otherwise to advance or make available funds for the purchase or payment of such indebtedness or obligation;

(c) to lease properties or to purchase properties or services primarily for the purpose of assuring the owner of such indebtedness or obligation of the ability of any other Person to make payment of the indebtedness or obligation; or

(d) otherwise to assure the owner of such indebtedness or obligation against loss in respect thereof.

In any computation of the indebtedness or other liabilities of the obligor under any Guaranty, the indebtedness or other obligations that are the subject of such Guaranty shall be assumed to be direct obligations of such obligor.

"Hazardous Materials" means any and all pollutants, toxic or hazardous wastes or other substances that might pose a hazard to health and safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized by any applicable Law, including asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, lead based paint, radon gas or similar restricted, prohibited or penalized substances.

"Hedge Agreement" means any master agreement and related schedules, annexes and confirmations entered into between the Issuer and a Hedge Counterparty with respect to any swap, forward, option, swaption, cap, future or derivative transaction or similar agreement (whether entered into as a new transaction or by novation of a transaction or agreement existing as of the Closing Date), in each case whether cash or physical settlement, that is reasonably expected to hedge or mitigate the existing or anticipated commercial risk of the Issuer to one or more commodities including, without limitation, those transactions between the Issuer and each Hedge Counterparty in existence on the Closing Date.

"Hedge Collateral Accounts" has the meaning specified in Section 8.2(d) of the Indenture.

"Hedge Counterparty" [***].

"Hedge Counterparty Rating Requirements" has the meaning specified in the relevant Hedge Agreement.

"Hedge Counterparty Rights Agreement" means any Hedge Counterparty Rights Letter Agreement, dated as of the Closing Date, among the Issuer, the Indenture Trustee and any of the Hedge Counterparties.

"Hedge Percentage" has the meaning specified in Section 4.28 of the Indenture.

"Hedge Period" has the meaning specified in Section 4.28 of the Indenture.

"Holder" or "Noteholder" means the Person in whose name a Note is registered on the Note Register.

"Holdings Operating Agreement" means the Operating Agreement of Diversified Holdings, dated as of the Closing Date, as the same may be amended and supplemented from time to time.

"Hot Back-up Management Duties" shall have the meaning set forth in the Back-up Management Agreement.

"Hydrocarbons" means oil, gas, minerals, and other gaseous and liquid hydrocarbons or any combination of the foregoing.

"IFRS" means International Financial Reporting Standards.

"Indebtedness" means, with respect to any Person, at any time, without duplication,

(a) its liabilities for borrowed money;

(b) its liabilities for the deferred purchase price of property acquired by such Person (excluding accounts payable arising in the ordinary course of business but including all liabilities created or arising under any conditional sale or other title retention agreement with respect to any such property);

(c) (i) all liabilities appearing on its balance sheet in accordance with GAAP in respect of Capital Leases and (ii) all liabilities which would appear on its balance sheet in accordance with GAAP in respect of Synthetic Leases assuming such Synthetic Leases were accounted for as Capital Leases;

(d) all liabilities for borrowed money secured by any Lien with respect to any property owned by such Person (whether or not it has assumed or otherwise become liable for such liabilities);

(e) all its liabilities in respect of letters of credit or instruments serving a similar function issued or accepted for its account by banks and other financial institutions (whether or not representing obligations for borrowed money);

(f) all its liabilities (including delivery and payment obligations) under any Hedge Agreement of such Person; and

(g) any Guaranty of such Person with respect to liabilities of a type described in any of clauses (a) through (f) hereof.

Indebtedness of any Person shall include all obligations of such Person of the character described in clauses (a) through (g) to the extent such Person remains legally liable in respect thereof notwithstanding that any such obligation is deemed to be extinguished under GAAP.

"Indenture" shall mean the Indenture, dated as of the Closing Date, among the Issuer, the Guarantors and the Indenture Trustee, as the same may be amended and supplemented from time to time.

"Indenture Trustee" means UMB Bank, N.A., not in its individual capacity but solely as Indenture Trustee under the Indenture, or any successor Indenture Trustee under the Indenture.

"Independent" means, when used with respect to any specified Person, that the Person (a) is in fact independent of the Issuer, any other obligor on the Notes, Diversified and any Affiliate of any of the foregoing Persons, (b) does not have any direct financial interest or any Material indirect financial interest in the Issuer, any such other obligor, Diversified or any Affiliate of any of the foregoing Persons and (c) is not connected with the Issuer, any such other obligor, Diversified or any Affiliate of any of the foregoing Persons as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions.

"Initial Hedge Strategy" has the meaning specified in Section 4.28 of the Indenture.

"Institutional Investor" means (a) any Purchaser of a Note, (b) any holder of a Note holding (together with one or more of its affiliates) more than five percent (5%) of the aggregate principal amount of the Notes then outstanding, (c) any bank, trust company, savings and loan association or other financial institution, any pension plan, any investment company, any insurance company, any broker or dealer, or any other similar financial institution or entity, regardless of legal form, and (d) any Related Fund of any holder of any Note.

"Intercreditor Acknowledgment" means that certain Acknowledgment Agreement, dated as of the Closing Date, by and among the Indenture Trustee, the ABS I Trustee, the ABS II Trustee and KeyBank National Association, and acknowledged and agreed to by Diversified Production, Diversified Marketing, DABS, DABS II and the Issuer.

"Interest Accrual Period" means, with respect to any Payment Date, the period from and including the preceding Payment Date (or, in the case of the initial Payment Date, from and including February 3, 2022) up to, but excluding, the current Payment Date.

"Interest Rate" means 4.875% plus any increase to such rate pursuant to Section 2.8(f) of the Indenture.

"Investment Earnings" means, with respect to any Payment Date, the investment earnings (net of losses and investment expenses) on amounts on deposit in the Issuer Accounts to be deposited into the Collection Account on such Payment Date pursuant to Section 8.2(b) of the Indenture.

"Investment Letter" has the meaning specified in Section 2.4(c) of the Indenture.

"Investments" means all investments, in cash or by delivery of property made, directly or indirectly in any Person, whether by acquisition of shares of capital stock, Indebtedness or other obligations or securities or by loan, advance, capital contribution or otherwise.

"IO DSCR" means, as of any Quarterly Determination Date, beginning with the Payment Date occurring in July 2022, an amount equal to (a) the Securitized Net Cash Flow for each of the three (3) immediately preceding Collection Periods, *divided by* (b) the aggregate Note Interest with respect to the Notes over such three (3) immediately preceding Payment Dates.

"Issuer" means Diversified ABS Phase III LLC, a Delaware limited liability company.

"Issuer Parties" means the Issuer and the Guarantors.

"Issuer Account Property" means the Issuer Accounts, all amounts and investments held from time to time in any Issuer Account (whether in the form of deposit accounts, Physical Property, book-entry securities, uncertificated securities or otherwise), and all proceeds of the foregoing.

"Issuer Accounts" shall have the meaning specified in Section 8.2(f) of the Indenture.

"Issuer Order" or "Issuer Request" means a written order or request signed in the name of the Issuer by any one of its authorized officers and delivered to the Indenture Trustee.

"Joint Operating Agreement" means, as applicable, (i) the Joint Operating Agreement, dated as of November 13, 2019, by and between Diversified and DABS, as amended by (a) the Amendment to Operating Agreement dated as of April 9, 2020, by and among Diversified, DABS and DABS II, (b) the Amendment to Operating Agreement, dated as of the date hereof, by and among the Diversified, DABS, DABS II and Diversified ABS III Upstream, and (c) the letter agreement between Diversified and Diversified ABS III Upstream, (ii) the Joint Operating Agreement, dated as of the Closing Date, by and between Diversified and Diversified ABS III Upstream, and (iii) any other Joint Operating Agreement between any such parties as any such Joint Operating Agreements may hereafter be amended or any such Joint Operating Agreements as may be hereafter amended.

"KeyBank Facility" means the loan facility made under the Amended, Restated and Consolidated Revolving Credit Agreement, dated as of December 7, 2018, and as amended, restated or otherwise modified from time to time, among Diversified Corp, as borrower, KeyBank National Association, as administrative agent, and the lenders party thereto.

"Knowledge" means, with respect to any Diversified Party, the actual knowledge (following reasonable inquiry of direct reports) of any Executive Officer.

"Law" means any applicable United States or foreign, federal, state, regional, or local statute, law, code, rule, treaty, convention, order, decree, injunction, directive, determination or other requirement and, where applicable, any legally binding interpretation thereof by a Governmental Body having jurisdiction with respect thereto or charged with the administration or interpretation thereof (including, without limitation, any Governmental Rule).

"Leases" means the leases described on Exhibit C to the Separation Agreement.

"Lien" means a security interest, lien, charge, pledge, equity or encumbrance of any kind.

"Limited Guaranty" means the limited guaranty between Diversified Corp. and the Indenture Trustee dated as of the Closing Date.

"Liquidity Reserve Account" means the account designated as such, established and maintained pursuant to Section 8.2(c) of the Indenture.

"Liquidity Reserve Account Initial Deposit" means cash or Permitted Investments having a value equal to the expected Note Interest and Senior Transaction Fees for the eight (8) Payment Dates following the Closing Date.

"Liquidity Reserve Account Required Balance" means an amount equal to 50% of the Liquidity Reserve Account Target Amount.

"Liquidity Reserve Account Target Amount" with respect to any Payment Date, an amount equal to the expected Note Interest and Senior Transaction Fees for the six (6) Payment Dates following such Payment Date. This amount shall not be less than the Liquidity Reserve Account Required Balance.

"LTV" means, as of any Annual Determination Date, an amount equal to (a) the excess of the Outstanding Principal Balance as of such date of determination over the amount then on deposit in the Collection Account divided by (b) the sum of (i) the PV-10 and (ii) the Midstream Asset Value, in each case, as of such date of determination.

"Majority Noteholders" means Noteholders (other than any Diversified Party and each of their Affiliates) representing greater than fifty percent (50%) of the aggregate Outstanding Amount of Notes.

"Management Services Agreement" means the Management Services Agreement, dated as of the Closing Date, by and among the Manager, Diversified Corp and the Issuer, as amended from time to time.

"Manager" means Diversified Production LLC, in its capacity as manager under the Management Services Agreement, and any successor thereunder.

"Material" with respect to any Person means material in relation to the business, operations, affairs, financial condition, assets or properties of such Person.

"Material Adverse Effect" means a material adverse effect on (i) the business, operations, affairs, assets, properties, prospects, financial condition or results of operation of any Diversified Party, (ii) the validity, priority or enforceability of the Liens on the Collateral, taken as a whole, (iii) the ability of any Diversified Party, the Manager or the Operator to perform any Material obligation under any Basic Document to which it is a party, (iv) the ability of the Indenture Trustee to enforce any Diversified Party, the Manager or the Operator obligations under the Basic Documents to which such person is a party in any Material respect, or (v) the validity or enforceability against any Diversified Party, the Manager or the Operator of any Basic Document to which such person is a party.

"Material Manager Default" has the meaning specified in the Management Services Agreement.

"Midstream Assets" means the "Assets" as such term is defined in the Contribution Agreement.

"Midstream Asset Value" means, as determined on each Annual Determination Date and as certified by an Officer's Certificate, the present value of the projected net cash flows associated with the Midstream Assets as reasonably calculated by the Manager in good faith, discounted at a rate equal to 10%.

"Midstream Assignment" means the "Instruments of Conveyance" as such term is defined in the Contribution Agreement.

"Midstream Management Expenses" means "Midstream Management Expenses" as such term is defined in the Pipeline Operating Agreement.

"Moody's" means Moody Investors Service, Inc., or any successor to the rating agency business thereof.

"Mortgage" means any mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the Indenture Trustee, for the benefit of the Indenture Trustee, the Noteholders and the Hedge Counterparties, on real property of the Issuer or the Guarantors, including any amendment, restatement, modification or supplement thereto.

"Multiemployer Plan" means any ERISA Plan that is a "multiemployer plan" (as such term is defined in section 4001(a)(3) of ERISA).

"NAIC" means the National Association of Insurance Commissioners.

"Net Revenue Interest" means, for any Well, the holder's share of the Hydrocarbons produced, saved and marketed therefrom (after satisfaction of all Burdens).

"Non-U.S. Plan" means any plan, fund or other similar program that (a) is established or maintained outside the United States of America by Diversified or the Issuer primarily for the benefit of employees of Diversified or the Issuer residing outside the United States of America, which plan, fund or other similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement or payments to be made upon termination of employment, and (b) is not subject to ERISA or the Code.

"Note Guarantee" means any guarantee of the Notes by any Guarantor pursuant to Article XIII of the Indenture.

"Note Interest" means, with respect to any Payment Date, an amount equal to the sum of (i) interest accrued during the Interest Accrual Period at the Interest Rate with respect to the Notes on the Outstanding Principal Balance plus (ii) any accrued and unpaid Note Interest from prior Payment Dates, together with, to the extent permitted by Law, interest thereon at such Interest Rate during the Interest Accrual Period, calculated on the basis of a 360-day year consisting of twelve 30-day months.

"Note Purchase Agreement" means the Note Purchase Agreement, dated the Closing Date, among the Diversified Parties and the Purchasers (as may be further modified, amended or supplemented).

"Note Register" and "Note Registrar" have the respective meanings specified in Section 2.5(a) of the Indenture.

"Noteholder" means the Person in whose name a Note is registered in the Note Register and, with respect to a Book Entry Note, the Person who is the owner of such Book Entry Note, as reflected on the books of the Depository, or on the books of a Person maintaining an account with such Depository (directly as a Depository Participant or as an indirect participant, in each case in accordance with the rules of such Depository).

"Noteholder FATCA Information" means, with respect to any Noteholder, information sufficient to eliminate the imposition of, or determine the amount of, U.S. withholding tax under FATCA.

"Noteholder Tax Identification Information" means, with respect to any Noteholder, properly completed and signed tax certifications (generally, in the case of U.S. Federal Income Tax, IRS Form W-9 (or applicable successor form) in the case of a person that is a "United States Person" within the meaning of Section 7701(a)(30) of the Code or the appropriate IRS Form W-8 (or applicable successor form) in the case of a person that is not a "United States Person" within the meaning of Section 7701(a)(30) of the Code).

"Notes" means the Class A-1 Notes and the Class A-2 Notes.

"Novation Agreements" means the Novation Agreement by and between Diversified Corp. and the Issuer dated as of February 4, 2022.

"NRSRO" means any nationally recognized statistical rating agency recognized as such by the Commission.

"Obligations" means all of the obligations of the Issuer and the Guarantors with respect to the Notes, whether owed to Indenture Trustee, a Holder, or any other Person, as set forth under any Basic Document, including, without limitation, the obligation to pay principal, interest (including, for the avoidance of doubt, any default interest required under the Indenture), any Redemption Price, Change of Control Redemption Price and all actual, reasonable and documented costs, charges and expenses, attorney's fees and disbursements, and indemnitees.

"Observer" means any party engaged by or on behalf of the Issuer in accordance with the Back-up Management Agreement.

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

"OFAC Sanctions Program" means any economic or trade sanction that OFAC is responsible for administering and enforcing. A list of OFAC Sanctions Programs may be found at http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx.

"Officer's Certificate" means in the case of the Issuer, a certificate signed by a Responsible Officer of the Issuer, under the circumstances described in, and otherwise complying with, the applicable requirements of Section 12.1 of the Indenture, and delivered to the Indenture Trustee (unless otherwise specified, any reference in the Indenture to an Officer's Certificate shall be to an Officer's Certificate of a Responsible Officer of the Issuer), and in the case of the Manager or the Back-up Manager, a certificate signed by a Responsible Officer of the Manager or the Back- up Manager, as applicable.

"Oil and Gas Portfolio" means, as of any date of determination, all Assets then held by the Issuer or a Guarantor other than the Midstream Assets.

"Operating Expenses" means the amounts chargeable to the Joint Account (as defined in the Joint Operating Agreement) with respect to Diversified ABS III Upstream's interest. Operating Expenses excludes any amounts otherwise paid by Issuer under the Basic Documents and any internal general and administrative expenses of Issuer.

"Operator" means Diversified Production LLC, in its capacity as operator under any Joint Operating Agreement, and any successor thereunder, or Diversified Midstream, in its capacity as operator under the Pipeline Operating Agreement, and any successor thereunder.

"Opinion of Counsel" means one or more written opinions of counsel who may, except as otherwise expressly provided in the Indenture, be an employee of or counsel to the Issuer (if satisfactory to the addressees of such opinion) and who shall be satisfactory to the addressees of such opinion, and which opinion or opinions if addressed to the Indenture Trustee, shall comply with any applicable requirements of Section 12.1 of the Indenture and shall be in form and substance satisfactory to the Indenture Trustee.

"Optional Redemption" means the redemption of the Notes by the Issuer in accordance with Section 10.1 of the Indenture.

"Order" means any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

"Organizational Documents" of any entity shall mean (a) in the case of a corporation, the articles or certificate of incorporation (or the equivalent of such items under state Law) and the bylaws of such corporation, (b) in the case of a limited liability company, the certificate or articles of existence or formation and the operating agreement of such limited liability company, (c) in the case of a limited partnership, the certificate of formation and limited partnership agreement of such limited partnership and the Organizational Documents of the general partner of such limited partnership, and (d) any equivalent documents to the foregoing under the state Law where such entity was organized or formed.

"Outstanding" means, as of the date of determination, all Notes theretofore authenticated and delivered under this Indenture except:

(a) Notes theretofore cancelled by the Note Registrar or delivered to the Note Registrar for cancellation;

(b) Notes or portions thereof the payment for which money in the necessary amount has been theretofore deposited with the Indenture Trustee or any Paying Agent in trust for the Holders of such Notes (provided, however, that if such Notes are to be redeemed, notice of such redemption has been duly given or waived pursuant to this Indenture or provision for such notice or waiver has been made which is satisfactory to the Indenture Trustee); and

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Indenture unless proof satisfactory to the Indenture Trustee is presented that any such Notes are held by a protected purchaser;

provided, that in determining whether the Holders of the requisite Outstanding Amount have given any request, demand, authorization, direction, notice, consent or waiver hereunder or under any Basic Document, Notes owned by the Issuer, any other obligor upon the Notes, Diversified or any Affiliate of any of the foregoing Persons shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Indenture Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes that a Responsible Officer of the Indenture Trustee has actual knowledge are so owned shall be so disregarded. Notes so owned that have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Indenture Trustee the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer, any other obligor upon the Notes, Diversified or any Affiliate of any of the foregoing Persons.

"Outstanding Amount" means the aggregate principal amount of all Notes outstanding at the date of determination.

"Outstanding Principal Balance" means, as of any date of determination, the Initial Principal Balance of the Notes less the sum of all amounts distributed to the Noteholders on or prior to such date in respect of principal, including with respect to any redemption of Notes.

"P&A Expense Amount" means, for any fiscal year, the actual aggregate net amount of plugging and abandonment expenses attributable to the Wellbore Interests and any Additional Assets, which amount shall be determined by the Manager in accordance with the Management Standards (as defined in the Management Services Agreement).

"P&A Reserve Account" means one or more accounts or sub-accounts established on or before the Closing Date on behalf of the Indenture Trustee and maintained by the Securities Intermediary in the name of the Issuer, in trust for the benefit of the Noteholders and the Hedge Counterparties.

"P&A Reserve Amount" means an amount equal to two (2) times the excess, if any, of (a) the P&A Expense Amount for the calendar year preceding the applicable occurrence of the P&A Reserve Trigger over (b) the P&A Reserve Trigger Amount.

"P&A Reserve Trigger" means the determination as of the Payment Determination Date in March of any fiscal year that the P&A Expense Amount for the Issuer's prior fiscal year exceeded the P&A Reserve Trigger Amount.

"P&A Reserve Trigger Amount" means (i) for fiscal years 2022 through 2026, an amount equal to $1,000,000, (ii) for fiscal years 2027 through 2035, an amount equal to $1,500,000, and (iii) for fiscal years 2036 through 2037 an amount equal to $2,000,000.

"Paying Agent" means the Indenture Trustee or any other Person that meets the eligibility standards for the Indenture Trustee specified in Section 6.11 of the Indenture and is authorized by the Issuer to make payments to and distributions from the Collection Account including payments of principal of or interest on the Notes on behalf of the Issuer.

"Payment Date" means, with respect to each Collection Period, the 28th day of the following month or, if such day is not a Business Day, the immediately following Business Day. The initial Payment Date for interest only will be February 28, 2022 and the first principal Payment Date will be April 28, 2022.

"Payment Date Compliance Certificate" means the certificate delivered pursuant to Section 7.1(e) of the Indenture.

"Payment Date Report" means a certificate of the Manager delivered pursuant to Section 8.6 of the Indenture.

"Payment Determination Date" means, with respect to any Payment Date, two (2) Business Days immediately preceding such Payment Date.

"Permitted Dispositions" means the sale, or exchange for Additional Assets, of Assets by the Issuer (or the Guarantors), as applicable, at a price or value equal to fair market value at the time of such sale or exchange, subject to the following limitations:

(a) the aggregate amount of Assets sold or exchanged does not exceed 25% of the initial purchase price of the Assets;

(b) the aggregate amount of Assets sold to any Affiliate of Diversified does not exceed 5% of the value of the Assets;

(c) the selection procedures used in selecting such Assets would not reasonably be expected to be materially adverse to the Noteholders;

(d) the DSCR shall not be less than 1.30 to 1.00, the IO DSCR shall not be less than 2.00 to 1.00 and the LTV shall not be greater than 85% on a pro forma basis after giving effect to such sale or exchange and the application of the proceeds therefrom to the purchase of Additional Assets or the repayment Notes, as applicable;

(e) the Rating Agency Condition shall have been satisfied; and

(f) no sale, or exchange for Additional Assets, of Assets may occur during the continuance of any Default, Event of Default, or Rapid Amortization Event.

"Permitted Indebtedness" shall have the meaning specified in Section 4.21 of the Indenture.

"Permitted Investments" means (i) direct obligations of the United States of America or any agency thereof, or shares of money market funds that invest solely in such obligations, (ii) obligations fully guaranteed by the United States of America and certificates of deposit issued by, or bankers' acceptances of, or time deposits, demand deposits or overnight deposits with, any bank, trust company or national banking association incorporated or doing business under the Laws of the United States of America or one of the states thereof having combined capital and surplus and retained earnings of at least $250,000,000, (iii) commercial paper of companies, banks, trust companies or national banking associations incorporated or doing business under the Laws of the United States of America or one of the states thereof and in each case having a rating assigned to such commercial paper by S&P or Moody's (or, if neither such organization shall rate such commercial paper at any time, by any nationally recognized rating organization in the United States of America) equal to the highest rating assigned by such organizations and (iv) money market funds which (a) invest primarily in obligations of the United States of America or any agency thereof, corporate bonds, certificates of deposit, commercial paper rated AAAmmf or better by Fitch and P-1 or better by Moody's, repurchase agreements, time deposits and (b) have a rating assigned to such fund by Moody's, Fitch or S&P equal to "Aaa-mf", "AAAmmf", or "AAm", respectively, or better. In no event shall any investment be eligible as a "Permitted Investment" unless the final maturity or date of return of such investment is thirty-one (31) days or less from the date of purchase thereof.

"Permitted Liens" shall (i) with respect to the Wellbore Interests, have the meaning assigned to the term "Permitted Encumbrance" in the Separation Agreement and (ii) with respect to the Midstream Assets, have the meaning assigned to the term "Permitted Encumbrance" Contribution Agreement, as applicable.

"Person" means any individual, corporation, limited liability company, estate, partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization or government or any agency or political subdivision thereof.

"Physical Property" means instruments within the meaning of Section 9-102(a)(47) of the UCC and certificated securities within the meaning of Section 8-102 of the UCC.

"Pipeline Interests" shall have the meaning assigned to such term in the Contribution Agreement.

"Pipeline Operating Agreement" means that certain Pipeline Management and Operating Agreement, by and between Diversified ABS III Midstream and Diversified Midstream, dated as of the Closing Date.

"Placement Agent" means BofA Securities, LLC, as placement agent.

"Plan" means any (a) "employee benefit plan" as defined in Section 3(3) of ERISA that is subject to Title I of ERISA, (b) "plan" described in Section 4975(e)(1) of the Code that is subject to Section 4975 of the Code; (c) entity or account whose underlying assets are deemed to include "plan assets" (within the meaning of the Department of Labor regulation located at 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA) or (d) plan, entity or account that is subject to any U.S. federal, state, non-U.S. or local Law that is substantially similar to Title I of ERISA or Section 4975 of the Code.

"Plan of Division" shall have the meaning assigned to such term in the Separation Agreement.

"Pledge Agreement" means the Pledge Agreement, dated as of the Closing Date, among Diversified Holdings, the Issuer, Diversified ABS III Midstream, Diversified ABS III Upstream, Diversified and the Indenture Trustee, for the benefit of the Noteholders, as amended from time to time.

"Predecessor Note" means, with respect to any particular Note, every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purpose of this definition, any Note authenticated and delivered under Section 2.6 of the Indenture in lieu of a mutilated, lost, destroyed or stolen Note shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Note.

"Principal Distribution Amount" means, as of any Payment Date, (1) prior to the occurrence of a Rapid Amortization Event, the Scheduled Principal Distribution Amount plus any unpaid Scheduled Principal Distribution Amounts from prior Payment Dates, and (2) on or after the occurrence of a Rapid Amortization Event, all Available Funds for such Payment Date after giving effect to the distributions in clauses (A) through (D) of Section 8.6(i) of the Indenture on such Payment Date; provided, that the Principal Distribution Amount as of any Payment Date shall not exceed the Outstanding Principal Balance as of such Payment Date.

"Private Letter Rating" means a letter delivered by a Rating Agency with respect to the Notes that includes the following elements:

(a) The rating on the Notes with specific reference to any private placement number(s) issued for the Notes by Standard & Poor's CUSIP Service Bureau or other information that uniquely identifies the Notes, including coupon and maturity;

(b) A statement that the rating of the Notes will be maintained and a rating letter will be produced at least once every calendar year;

(c) A statement that the rating encompasses the expectation of timely payment of principal and interest as scheduled; and

(d) A statement that such letter may be shared with the holders' regulatory and self- regulatory bodies (including the SVO of the NAIC) and auditors of the holder of the Notes without need for a non-disclosure agreement with the Rating Agency.

"Proceeding" means any suit in equity, action at Law or other judicial or administrative proceeding.

"Production Tracking Rate" means, with respect to any Semi-Annual Determination Date beginning with the Payment Date occurring in January 2023, the quotient of (a) the aggregate production volume with respect to the Oil and Gas Portfolio actually realized over the six (6) calendar months immediately preceding such date of determination over (b) the aggregate production volume with respect to the Oil and Gas Portfolio projected in the most recent Reserve Report for the six (6) corresponding calendar months.

"Purchaser" or "Purchasers" means the purchasers listed on Schedule B to the Note Purchase Agreement.

"PV-10" means the value calculated in the most recent Reserve Report delivered pursuant to Section 8.5 of the Indenture consisting of the discounted present value (using ten percent (10.0%) discount rate) of the sum of (i) the projected net cash flows from the Oil and Gas Portfolio categorized as proved, developed and producing, using commodity strip prices and (ii) the positive or negative aggregate mark-to-market value determined as of such date of determination of all Hedge Agreements, calculated in the aggregate for all Hydrocarbons hedged, calculated on an annual basis (or, to the extent the Manager in its discretion obtains an updated Reserve Report prior to any otherwise scheduled annually updated Reserve Report, calculated on a more frequent basis to reflect the projected proceeds described in such updated Reserve Report).

"Quarterly Determination Date" means the Payment Determination Dates in the months of January, April, July and October.

"Rapid Amortization Event" means the occurrence of (i) any Event of Default under the Indenture, (ii) a Warm Trigger Event, (iii) any Material Manager Default under the Management Services Agreement, (iv) any Default in Other Agreement, (v) any Rating Agency takes any negative action in respect of their rating of the Notes as a result of the inquiry referenced in the letter to Diversified Energy Company PLC from the Securities and Exchange Commission dated January 21, 2022 (referred to on Schedule 3.3 to the Indenture), or (vi) on or after March 28, 2028, the LTV is greater than forty percent (40%); provided that a Rapid Amortization Event pursuant to the foregoing (a) clause (v) may be cured upon any Rating Agency providing a rating of BBB or higher (without negative watch) –in respect of the Notes at any time subsequent to the occurrence of such Rapid Amortization Event and (b) clause (vi) may be cured upon delivery of an updated Reserve Report audited or prepared by an independent petroleum engineer on or prior to the date required by Section 8.5 of the Indenture which would result in, as of the next Annual Determination Date or, if earlier, the effective date of such Reserve Report, an LTV less than or equal to 40%.

"Rating Agency" means (i) Fitch and (ii) if Fitch does not issue a senior unsecured long- term debt rating, corporate credit rating or issuer rating for the applicable Person or fails to make such rating publicly available, a "nationally recognized statistical rating organization" registered under the Exchange Act that is consented to by the Majority Noteholders.

"Rating Agency Condition" means, with respect to any action, that each Rating Agency then rating a class of Notes shall have received five (5) Business Days' (or such shorter period as shall be acceptable to each Rating Agency) prior written notice and shall not have notified the Issuer that such action will result in a downgrade or withdrawal of the then current rating on any class of Notes.

"Rating Agency Contact" shall mean globalcrosssectorsf@fitchratings.com.

"Record Date" means, with respect to a Payment Date or Redemption Date, the last day of the immediately preceding calendar month.

"Redemption Date" means, (i) in the case of a redemption of the Notes pursuant to Section 10.1(a) of the Indenture, the fourth anniversary of the Closing Date, and (ii) in the case of a redemption of the Notes pursuant to Section 10.1(b) of the Indenture, any Payment Date within 90 days of the triggering Change of Control, as specified by the Issuer pursuant to Section 10.1(b) of the Indenture.

"Redemption Price" means, (i) with respect to any redemption of Notes pursuant to Section 10.1(a) of the Indenture, (a) prior to February 4, 2026, an amount equal to 100% of the principal amount thereof, plus the Applicable Premium, plus accrued and unpaid interest, if any, to, but not including, the Redemption Date, and (b) on or after February 4, 2026, an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the Redemption Date and (ii) with respect to a Change of Control, the Change of Control Applicable Premium.

"Related Fund" means, with respect to any Holder of any Note, any fund or entity that (a) invests in Securities or bank loans, and (b) is advised or managed by such holder, the same investment advisor as such holder or by an affiliate of such holder or such investment advisor.

"Reserve Report" means initially the Separation Agreement Reserve Report and upon delivery of the updated reserve report required with respect to the Wellbore Interests and any Additional Assets pursuant to Section 8.5 of the Indenture, a reserve report in form and substance substantially similar to the Separation Agreement Reserve Report (as adjusted for new information) and otherwise reasonably acceptable to the Majority Noteholders, setting forth as of the date of the report the oil and gas reserves of the Issuer and the Guarantors, together with a projection of the rate of production and future net income, Taxes, Operating Expenses and capital expenditures with respect to the Wellbore Interests and any Additional Assets as of that date based on good faith and reasonable economic assumptions provided by the Manager, containing customary assumptions, qualifications and exclusions; provided, that upon the reasonable request of the Majority Noteholders, the Majority Noteholders may, at their sole expense, independently audit the economic assumptions provided by the Manager.

"Responsible Officer" means, (x) with respect to the Indenture Trustee, any officer within the Corporate Trust Office of the Indenture Trustee, including any vice president, assistant vice president, assistant secretary, senior associate, associate, trust officer or any other officer, employee or other person of the Indenture Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular matter, any other officer to whom such matter is referred because of such officer's knowledge of and familiarity with the particular subject, in each case, who shall have direct responsibility for the administration of this Indenture, (y) with respect to the Issuer any officer, including any president, vice president, secretary or any other officer performing functions similar to those performed by such officers, and (z) with respect to Diversified Corp or Diversified, any officer, including any president, vice president, secretary or any other officer performing functions similar to those performed by such officers.

"Rights of Way Interests" means "Rights of Way Interests" as such term is defined the Contribution Agreement.

"Risk Retained Interest": The limited liability company interests in the Issuer representing, at the Closing Date, a fair value of not less than five percent (5%) of the fair value of all "ABS interests" (as defined in the U.S. Credit Risk Retention Rules) of the Issuer, determined using a fair value measurement framework under GAAP.

"Rule 144A" means Rule 144A promulgated under the Securities Act.

"Rule 17g-5" has the meaning specified in Section 12.19(a) of the Indenture.

"Schedule of Assets" shall mean Exhibit B to the Separation Agreement specifying the Assets being transferred, as such Schedule may be amended from time to time.

"Scheduled Principal Distribution Amount" means, as of any date of determination, the amount indicated on Schedule B to the Indenture with respect to such date.

"Securities" or "Security" shall have the meaning specified in section 2(a)(1) of the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Intermediary" shall have the meaning specified in Section 8.2(g) of the Indenture.

"Securitized Net Cash Flow" means, with respect to any Collection Period, the sum of the aggregate proceeds of the Oil and Gas Portfolio and the Midstream Assets deposited in the Collection Account during such Collection Period, the aggregate amount of Equity Contribution Cures, if any, deposited in the Collection Account during such Collection Period, and the net proceeds of the Hedge Agreements received by the Issuer during such Collection Period in excess of amounts payable pursuant to clauses (ii)(A) and (B) of Section 8.6 of the Indenture with respect to such Collection Period.

"Semi-Annual Determination Date" means the Payment Determination Dates in the months of January and July.

"Senior Financial Officer" means, with respect to Diversified, the chief financial officer, principal accounting officer, treasurer or comptroller (or any other officer holding a title or role similar to any of the foregoing) of Diversified.

"Senior Transaction Fees" means any fees or expenses payable pursuant to clauses (i)(A) and (B) of Section 8.6 of the Indenture.

"Separation" shall have the meaning assigned to such term in the Separation Agreement.

"Separation Agreement" means the Separation Agreement, dated February 1, 2022, by and among Diversified, Diversified Corp and Diversified ABS III Upstream.

"Separation Agreement Reserve Report" means that certain internal report prepared by Diversified Corp as of January 1, 2022, which is based on that certain evaluation of oil and gas reserves prepared for Diversified Energy Company Plc by Netherland Sewell & Associates, Inc. effective July 1, 2021, with respect to the Oil and Gas Portfolio.

"Settlement Agreement" means the Settlement Agent Services Agreement, dated as of January 20, 2022 between the Issuer and UMB, as settlement agent.

"Similar Law" means any U.S. federal, state, non-U.S. or local Law that is substantially similar to Title I of ERISA or Section 4975 of the Code.

"Standard & Poor's" or "S&P" means S&P Global Ratings, a division of S&P Global Inc., or any successor to the rating agency business thereof.

"State" means any one of the 50 States of the United States of America or the District of Columbia.

"Statement of Division" shall have the meaning assigned to such term in the Separation Agreement.

"State Sanctions List" means a list that is adopted by any state Governmental Body within the United States of America pertaining to Persons that engage in investment or other commercial activities in Iran or any other country that is a target of economic sanctions imposed under U.S. Economic Sanctions Laws.

"Subsidiary" means, as to any Person, any other Person in which such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar functions) of such second Person, and any partnership or joint venture if more than a fifty percent (50%) interest in the profits or capital thereof is owned by such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries (unless such partnership or joint venture can and does ordinarily take major business actions without the prior approval of such Person or one or more of its Subsidiaries). Unless the context otherwise clearly requires, any reference to a "Subsidiary" is a reference to a Subsidiary of the Issuer, including the Guarantors as applicable.

"SVO" means the Securities Valuation Office of the NAIC.

"Synthetic Lease" means, at any time, any lease (including leases that may be terminated by the lessee at any time) of any property (a) that is accounted for as an operating lease under GAAP and (b) in respect of which the lessee retains or obtains ownership of the property so leased for U.S. federal income tax purposes, other than any such lease under which such Person is the lessor.

"Tax" or "Taxes" means any and all federal, state, provincial, local, foreign and other taxes, levies, fees, imposts, duties, assessments, and other governmental charges imposed by any Governmental Body, including income, profits, franchise, withholding, employment, social security (or similar), disability, occupation, ad valorem, property, value added, capital gains, sales, goods and services, use, real or personal property, capital stock, license, branch, payroll, estimated, unemployment, severance, compensation, utility, stamp, occupation, premium, windfall profits, transfer, gains, production and excise taxes, and customs duties, together with any interest, penalties, fines or additions thereto.

"Threatened" means a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made (orally or in writing) to a Diversified Party or any officers, directors, or employees of a Diversified Party that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

"Transferor Certificate" has the meaning specified in Section 2.4(c) of the Indenture.

"Treasury Rate" means, in respect of any date of redemption of Notes pursuant to Section 10.1 of the Indenture, the yield to maturity as of the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 that has become publicly available at least two Business Days prior to the applicable Redemption Date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the Redemption Date to February 4, 2026; provided, however, that if the period from the Redemption Date to February 4, 2026, is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used. The Issuer will (1) calculate the Treasury Rate no later than the second (and no earlier than the fourth) Business Day preceding the applicable Redemption Date and (2) prior to such Redemption Date file with the Indenture Trustee an Officers' Certificate setting forth the Applicable Premium and the Treasury Rate and showing the calculation of each in reasonable detail.

"Treasury Regulations" shall mean regulations, including proposed or temporary regulations, promulgated under the Code. References herein to specific provisions of proposed or temporary regulations shall include analogous provisions of final Treasury Regulations or other successor Treasury Regulations.

"UCC" means, unless the context otherwise requires, the Uniform Commercial Code, as in effect in the relevant jurisdiction, as amended from time to time.

"U.S. Economic Sanctions Laws" means those Laws, executive orders, enabling legislation or regulations administered and enforced by the United States pursuant to which economic sanctions have been imposed on any Person, entity, organization, country or regime, including the Trading with the Enemy Act, the International Emergency Economic Powers Act, the Iran Sanctions Act, the Sudan Accountability and Divestment Act and any other OFAC Sanctions Program.

"USA PATRIOT Act" means United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

"U.S. Person" means:

(a) a citizen or resident of the United States for U.S. federal income tax purposes;

(b) an entity treated as a corporation or partnership for U.S. federal income tax purposes, except to the extent provided in applicable U.S. Department of Treasury regulations, created or organized in or under the Laws of the United States, any state or the District of Columbia, including an entity treated as a corporation or partnership for U.S. federal income tax purposes;

(c) an estate the income of which is subject to U.S. federal income taxation regardless of its source;

(d) an entity treated as a trust for U.S. federal income tax purposes if a court within the United States is able to exercise primary supervision over the administration of such trust, and one or more such U.S. Persons have the authority to control all substantial decisions of such trust; or

(e) to the extent provided in applicable U.S. Department of Treasury regulations, certain trusts in existence on August 20, 1996, which are eligible to elect to be treated as U.S. Persons.

"VE Score" has the meaning specified in Section 2.8(f) of the Indenture.

"Warm Back-up Management Duties" shall have the meaning set forth in the Back-up Management Agreement.

"Warm Trigger Event" will be continuing as of any Payment Date for so long as (i) the DSCR as of such Payment Date is less than 1.15 to 1.00, (ii) the Production Tracking Rate as of such Payment Date is less than eighty percent (80%) or (iii) the LTV as of such Payment Date is greater than eighty-five percent (85%).

"Wellbore Interests" has the meaning specified in the Separation Agreement.

"Wells" has the meaning specified in the Separation Agreement.

"Working Interest" means, for any Well, that share of costs and expenses associated with the exploration, maintenance, development, and operation of such Well that the holder of the interest is required to bear and pay.

PART II - RULES OF CONSTRUCTION

(A) Accounting Terms. As used in this Appendix or the Basic Documents, accounting terms which are not defined, and accounting terms partly defined, herein or therein shall have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms in this Appendix or the Basic Documents are inconsistent with the meanings of such terms under generally accepted accounting principles, the definitions contained in this Appendix or the Basic Documents will control.

(B) "Hereof," etc.: The words "hereof," "herein" and "hereunder" and words of similar import when used in this Appendix or any Basic Document will refer to this Appendix or such Basic Document as a whole and not to any particular provision of this Appendix or such Basic Document; and Section, Schedule and Exhibit references contained in this Appendix or any Basic Document are references to Sections, Schedules and Exhibits in or to this Appendix or such Basic Document unless otherwise specified. The word "or" is not exclusive.

(C) Use of "related" as used in this Appendix and the Basic Documents, with respect to any Payment Date, the "related Payment Determination Date," the "related Collection Period," and the "related Record Date" will mean the Payment Determination Date, the Collection Period, and the Record Date, respectively, immediately preceding such Payment Date. With respect to the Divestiture Date, the "related Cutoff Date" will mean the Cutoff Date established for the closing of the transfer of Assets on the Divestiture Date.

(D) Amendments. Any agreement or instrument defined or referred to in the Basic Documents or in any instrument or certificate delivered in connection herewith shall mean such agreement or instrument as from time to time amended, modified or supplemented and includes references to all attachments thereto and instruments incorporated therein.

(E) Number and Gender. Each defined term used in this Appendix or the Basic Documents has a comparable meaning when used in its plural or singular form. Each gender- specific term used in this Appendix or the Basic Documents has a comparable meaning whether used in a masculine, feminine or gender-neutral form.

(F) Including. Whenever the term "including" (whether or not that term is followed by the phrase "but not limited to" or "without limitation" or words of similar effect) is used in this Appendix or the Basic Documents in connection with a listing of items within a particular classification, that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or exclusive listing of, the items within that classification.

(G) UCC References. References to sections or provisions of Article 9 of the UCC in any of the Basic Documents shall be deemed to be automatically updated to reflect the successor, replacement or functionally equivalent sections or provisions of Revised Article 9, Secured Transactions (2000) at any time in any jurisdiction which has made such revised article effective.

SCHEDULE A

Schedule of Assets

[**Omitted**]

SCHEDULE B

Scheduled Principal Distribution Amounts

[**Omitted**]

SCHEDULE 3.3

Schedule of Legal Proceedings and Orders

[**Omitted**]

SCHEDULE 3.4(b)

Schedule of Compliance with Laws and Governmental Authorizations

[**Omitted**]

SCHEDULE 3.7

Schedule of Employee Benefit Plans

[**Omitted**]

EXHIBIT A

FORM OF NOTE

[**Omitted**]

EXHIBIT B

FORM OF TRANSFEROR CERTIFICATE

[**Omitted**]

EXHIBIT C

FORM OF INVESTMENT LETTER

[**Omitted**]

EXHIBIT D

FORM OF STATEMENT TO NOTEHOLDERS

[**Omitted**]

Exhibit 4.28

CERTAIN INFORMATION IN THIS DOCUMENT, MARKED BY [***] HAS BEEN EXCLUDED. SUCH EXCLUDED INFORMATION IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED.

Execution Copy

INDENTURE

between

DIVERSIFIED ABS PHASE IV LLC,

as Issuer

and

UMB BANK, N.A.,

as Indenture Trustee and Securities Intermediary

Dated as of February 23, 2022

TABLE OF CONTENTS

THIS INDENTURE dated as of February 23, 2022 (as it may be amended and supplemented from time to time, this "Indenture") is between Diversified ABS Phase IV LLC, a Delaware limited liability company (the "Issuer"), and UMB Bank, N.A., a national banking association, as indenture trustee and not in its individual capacity (the "Indenture Trustee") and as Securities Intermediary (as defined herein).

Each party agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Holders of the Issuer's 4.95% Notes (the "Notes" or a "Note") and the Hedge Counterparties:

GRANTING CLAUSE

The Issuer hereby Grants to the Indenture Trustee on the Closing Date, as Indenture Trustee for the benefit of the Holders of the Notes and the Hedge Counterparties, and grants to the Indenture Trustee a security interest in, all of the Issuer's right, title and interest, whether now or hereafter acquired, and wherever located, in and to (a) the Assets and all monies received thereon and in respect thereof after the Cutoff Date; (b) the Issuer Accounts and Hedge Collateral Accounts and all funds on deposit in, and financial assets, instruments, money, and other property credited to or on deposit in the Issuer Accounts and Hedge Collateral Accounts, from time to time, including the Liquidity Reserve Account Initial Deposit, and in all investments and proceeds thereof (including all income thereon); (c) the Asset Purchase Agreements; (d) the Management Services Agreement; (e) the Hedge Agreements; (f) the Back-up Management Agreement; (g) the Depositor Pledge Agreement; (h) each Joint Operating Agreement; (i) each other Basic Document to which it is a party; (j) all accounts, chattel paper, commercial tort claims, deposit accounts, documents, general intangibles, goods, instruments, investment property, letter-of-credit rights, letters of credit, money, and oil, gas and other minerals; (k) all proceeds of any and all of the foregoing insofar as relating to the Assets and all present and future claims, demands, causes of action and choses in action in respect of any or all of the foregoing insofar as relating to the Assets and all payments on or under and all proceeds of every kind and nature whatsoever in respect of any or all of the foregoing insofar as relating to the Assets, including all proceeds of the conversion thereof, voluntary or involuntary, into cash or other liquid property, all cash proceeds, accounts, accounts receivable, notes, drafts, acceptances, chattel paper, checks, deposit accounts, insurance proceeds, condemnation awards, rights to payment of any and every kind and other forms of obligations and receivables, instruments, general intangibles and other property which at any time constitute all or part of or are included in the proceeds of any of the foregoing and (l) all proceeds of any and all of the foregoing (collectively, the "Collateral").

The foregoing Grant is made in trust to secure the payment of principal of and interest on, and any other amounts owing in respect of, the Notes and payments due to the Hedge Counterparties under the applicable Hedge Agreements (including any termination payments and any other amounts owed thereunder), equally and ratably without prejudice, priority or distinction, and to secure compliance with the provisions of this Indenture, all as provided in this Indenture.

The Indenture Trustee, as Indenture Trustee on behalf of the Holders of the Notes and each Hedge Counterparty, acknowledges such Grant, and accepts the trusts under this Indenture in accordance with the provisions of this Indenture and agrees to perform its duties required in this Indenture.

ARTICLE I

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.1 Definitions.

Certain capitalized terms used in this Indenture shall have the respective meanings assigned to them in Part I of Appendix A attached hereto. All references herein to "the Indenture" or "this Indenture" are to this Indenture as it may be amended, supplemented or modified from time to time, the exhibits hereto and the capitalized terms used herein which are defined in such Appendix A. All references herein to Articles, Sections, subsections and exhibits are to Articles, Sections, subsections and exhibits contained in or attached to this Indenture unless otherwise specified. All terms defined in this Indenture shall have the defined meanings when used in any certificate, notice, Note or other document made or delivered pursuant hereto unless otherwise defined therein. The rules of construction set forth in Part II of such Appendix A shall be applicable to this Indenture.

ARTICLE II

THE NOTES

Section 2.1 Form.

(a) The Notes, together with the Indenture Trustee's certificate of authentication, shall be in substantially the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may, consistently herewith, be determined by the officers of the Issuer executing such Notes, as evidenced by their execution of the Notes. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

(b) The Definitive Notes shall be typewritten, printed, lithographed or engraved or produced by any combination of these methods (with or without steel engraved borders), all as determined by the officers of the Issuer executing such Notes, as evidenced by their execution of such Notes.

(c) Each Note shall be dated the date of its authentication. The terms of the Notes set forth in Exhibit A are part of the terms of this Indenture.

Section 2.2 Execution, Authentication and Delivery.

(a) The Notes shall be executed on behalf of the Issuer by any of its authorized officers. The signature of any such authorized officer on the Notes may be manual or facsimile.

(b) Notes bearing the manual or facsimile signature of individuals who were at any time authorized officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Notes or did not hold such offices at the date of such Notes.

(c) The Indenture Trustee shall upon receipt of an Issuer Order authenticate and deliver the Notes for original issue in an aggregate initial principal amount of $160,000,000. The aggregate principal amount of the Notes outstanding at any time may not exceed such amount except as provided in Section 2.6.

(d) Each Note shall be dated the date of its authentication. Except as otherwise described in this paragraph, the Notes shall be issuable as registered Notes in minimum denominations of $1,000,000 and in integral multiples of $1,000 in excess thereof. Notwithstanding any other provision in this Indenture or the Note Purchase Agreement, transfers of ownership or beneficial interests or participations in the Notes shall not be recognized if the result of such a transfer or participation is the creation of ownership or beneficial ownership of such Note in a principal amount that is less than the minimum denominations set forth in this Section 2.2, provided that if necessary to enable the registration of transfer by a holder of its entire holding of Notes, one Note may be in a denomination of less than the required minimum denomination.

(e) No Note shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Note a certificate of authentication substantially in the form provided for herein executed by the Indenture Trustee by the manual signature of one of its authorized signatories, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly authenticated and delivered hereunder.

Section 2.3 Reserved.

Section 2.4 Transfer Restrictions on Notes.

(a) No transfer of any Note or any interest therein (including, without limitation, by pledge or hypothecation) shall be made except in compliance with the restrictions on transfer set forth in this Section 2.4 (including the applicable legend to be set forth on the face of each Note as provided in the Exhibits to this Indenture). Any resale, pledge or other transfer of any of the Notes contrary to the restrictions set forth above and elsewhere in this Indenture shall be deemed void ab initio by the Issuer and Indenture Trustee.

(b) Notwithstanding anything to the contrary contained herein, each Note and this Indenture may be amended or supplemented to modify the restrictions on and procedures for resale and other transfers of the Notes to reflect any change in applicable Law or regulation (or the interpretation thereof). Each Noteholder shall, by its acceptance of such Note, have agreed to any such amendment or supplement.

(c) As of the date of this Indenture, the Notes have not been registered under the Securities Act and will not be listed on any exchange. No Note shall be transferred or assigned, and no interest in any Note shall be transferred or assigned, unless the Noteholder and the transferee or assignee, as applicable, comply with the terms and conditions of this Section 2.4. No transfer of a Note shall be made unless such transfer is made pursuant to an effective registration statement under the Securities Act and any applicable state securities Laws or is exempt from the registration requirements under the Securities Act and such state securities Laws. Except in a transfer to the Depositor or by the Depositor to an Affiliate thereof, in the event that a transfer is to be made in reliance upon an exemption from the Securities Act and state securities Laws, in order to assure compliance with the Securities Act and such Laws, the Noteholder desiring to effect such transfer and such Noteholder's prospective transferee shall each certify to the Issuer, the Indenture Trustee, the Depositor and Diversified in writing the facts surrounding the transfer in substantially the forms set forth in Exhibit B (the "Transferor Certificate") and Exhibit C (the "Investment Letter"). Each Noteholder desiring to effect such a transfer shall, by its acceptance of such Note, have agreed to indemnify the Issuer, the Indenture Trustee, the Depositor and Diversified (in any capacity) against any liability that may result if the transfer is not so exempt or is not made in accordance with federal and state securities Laws.

(d) Subject to the other terms and provisions hereof, any Noteholder may at any time grant to any participant participations in all or part of the payments due to it, and its rights under this Indenture and the Note Purchase Agreement, in a minimum amount that is not less than the minimum denominations set forth in Section 2.2. No participant shall be entitled to receive any amount in excess of the amount the participating Noteholder would be entitled to receive hereunder or any of the other Basic Documents. In connection with any such transfer to a participant, such Noteholder, at its sole discretion but subject to Section 21 of the Note Purchase Agreement, shall be entitled to distribute to any participant any information furnished to such Noteholder pursuant to the Note Purchase Agreement or the Indenture so long as the participant holds a participation or similar interest in the obligation due to such Noteholder in respect of the Noteholder's respective Note. Each Noteholder, by acceptance of a Note, acknowledges and agrees that any such participation will not alter or affect in any way whatsoever such Noteholder's direct obligations hereunder or under the Note Purchase Agreement and that, other than as set forth in this Section 2.4(d), none of the Issuer, the Depositor, the Indenture Trustee, the Manager or any other Person shall have any obligation to have any communication or relationship whatsoever with any participant of such Noteholder in order to enforce the obligations of such Noteholder hereunder and under the Note Purchase Agreement. Each Noteholder shall provide prior written notice to the Issuer, the Depositor and Diversified in writing of the identity and interest of each participant upon any such participation. Such Noteholder shall provide the Issuer, the Depositor and Diversified with respect to each participant appropriately executed copies of the forms required by this Section 2.4 and Section 2.12 with respect to itself and the related participant, treating the participant as though it were a Noteholder, and including any amendments and resubmissions, (A) prior to or promptly after any such participation and (B) upon the occurrence of any event which would require the amendment or resubmission of any such form previously provided hereunder. Any participation shall be subject to the Noteholder's compliance with, and causing the participant to comply with, the restrictions on transfer of Notes set forth herein as though a participant were a Noteholder, and the purchaser acknowledgments set forth herein, as though such participant were a Noteholder. Notwithstanding anything herein to the contrary, neither the Indenture Trustee nor the Note Registrar shall have any duty to monitor, record or register any participation in a Note or any transfer of such participation, and regardless of whether the Indenture Trustee or Note Registrar has knowledge of such a participation, the Indenture Trustee and the Note Registrar shall be entitled to deal solely with the Noteholders for all purposes under this Indenture.

(e) By acquiring a Note, each purchaser, transferee and owner of a beneficial interest in such Note will be deemed to represent that either (1) it is not acquiring the Notes with the assets of any Plan or (2) the acquisition and holding of such Notes will not give rise to a nonexempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of Similar Law. Each Note will bear a legend reflecting such deemed representation.

Section 2.5 Registration; Registration of Transfer and Exchange.

(a) The Issuer shall cause a note registrar (the "Note Registrar") to keep a register (the "Note Register") in which the Note Registrar shall provide for the registration of Notes and the registration of transfers of Notes. All Notes shall be maintained in "registered form" under Treasury Regulation Section 5f.l03-l(c), proposed Treasury Regulation Section 1.163-5 and any applicable temporary, final or other successor regulations. The name and address of each Holder of the Notes, each transfer thereof and the name and address of each transferee of one or more Notes shall be recorded in such Note Register, together with the principal amount (and stated interest) of the Notes owing to the Holder of the Notes. Prior to due presentment for registration of transfer, the person in whose name any Note shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof, and the Note Registrar shall not be affected by any notice or knowledge to the contrary. No transfer shall be effective unless recorded in the Note Register. The Indenture Trustee initially shall be the Note Registrar for the purpose of registering Notes and transfers of Notes as herein provided. Upon any resignation of any Note Registrar, the Issuer shall promptly appoint a successor or, if it elects not to make such an appointment, assume the duties of Note Registrar.

(b) If a Person other than the Indenture Trustee is appointed by the Issuer as Note Registrar, the Issuer will give the Indenture Trustee and the Noteholders prompt written notice of the appointment of such Note Registrar and of the location, and any change in the location, of the Note Register, and the Indenture Trustee shall have the right to inspect the Note Register at all reasonable times and to obtain copies thereof, and the Indenture Trustee shall have the right to rely upon a certificate executed on behalf of the Note Registrar by an Executive Officer thereof as to the names and addresses of the Holders of the Notes and the principal amounts and number of such Notes; provided that, upon the reasonable request of any Noteholder, the Note Registrar and the Indenture Trustee shall provide a copy of such certificate to such Noteholder.

(c) Upon surrender for registration of transfer of any Note at the office or agency of the Issuer to be maintained as provided in Section 4.2, the Issuer shall execute, and the Indenture Trustee shall authenticate and the Noteholder shall obtain from the Indenture Trustee, in the name of the designated transferee or transferees, one or more new Notes in any authorized denominations, of a like aggregate principal amount.

(d) At the option of the Holder, Notes may be exchanged for other Notes in any authorized denominations, of a like aggregate principal amount, upon surrender of the Notes to be exchanged at such office or agency. Whenever any Notes are so surrendered for exchange the Issuer shall execute, and the Indenture Trustee shall authenticate and the Noteholder shall obtain from the Indenture Trustee, the Notes which the Noteholder making the exchange is entitled to receive.

(e) All Notes issued upon any registration of transfer or exchange of Notes shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Notes surrendered upon such registration of transfer or exchange.

(f) Every Note presented or surrendered for registration of transfer or exchange shall be duly endorsed by, or be accompanied by a written instrument of transfer in form satisfactory to the Note Registrar duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing, with such signature guaranteed by an "eligible guarantor institution" meeting the requirements of the Note Registrar, which requirements may include membership or participation in the Securities Transfer Agent's Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Note Registrar in addition to, or in substitution for, STAMP.

(g) No service charge shall be made to a Holder for any registration of transfer or exchange of Notes, but the Issuer or the Note Registrar may require payment by such Holder of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Notes, other than exchanges pursuant to Section 9.4 not involving any transfer.

The preceding provisions of this Section 2.5 notwithstanding, the Issuer shall not be required to make and the Note Registrar need not register transfers or exchanges of Notes selected for redemption or of any Note for a period of fifteen (15) days preceding the due date for any payment with respect to the Note. Any purported transfer of a Note not in accordance with this Section 2.5 shall be null and void and shall not be given effect for any purpose whatsoever.

Notwithstanding anything herein to the contrary, the Indenture Trustee shall not be responsible for ascertaining whether any transfer complies with, or for otherwise monitoring or determining compliance with, the requirements or terms of the Securities Act, applicable state securities laws, ERISA, the Code or any other applicable Law.

Section 2.6 Mutilated, Destroyed, Lost or Stolen Notes.

(a) If (i) any mutilated Note is surrendered to the Indenture Trustee or Note Registrar, or the Indenture Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (ii) there is delivered to the Indenture Trustee such security or indemnity as may be reasonably required by it to hold the Issuer and the Indenture Trustee harmless, then, in the absence of notice to the Issuer, the Note Registrar or the Indenture Trustee that such Note has been acquired by a protected purchaser, the Issuer shall execute, and upon its request the Indenture Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a replacement Note; provided, however, that if any such destroyed, lost or stolen Note, but not a mutilated Note, shall have become or within seven (7) days shall be due and payable, or shall have been called for redemption, instead of issuing a replacement Note, the Issuer may pay such destroyed, lost or stolen Note when so due or payable or upon the Redemption Date without surrender thereof. If, after the delivery of such replacement Note or payment of a destroyed, lost or stolen Note pursuant to the proviso to the preceding sentence, a protected purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the Issuer and the Indenture Trustee shall be entitled to recover such replacement Note (or such payment) from the Person to whom it was delivered or any Person taking such replacement Note from such Person to whom such replacement Note was delivered or any assignee of such Person, except a protected purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Issuer or the Indenture Trustee in connection therewith.

(b) Upon the issuance of any replacement Note under this Section 2.6, the Issuer shall pay to the Indenture Trustee any reasonable expenses in connection therewith, and the Issuer may require the payment by the Holder of such Note of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other reasonable expenses (including the fees and expenses of the Indenture Trustee) connected therewith in excess of $10,000 in the aggregate per Noteholder.

(c) Every replacement Note issued pursuant to this Section 2.6 in replacement of any mutilated, destroyed, lost or stolen Note shall constitute an original additional contractual obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

(d) The provisions of this Section 2.6 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

Section 2.7 Persons Deemed Owner. Prior to due presentment for registration of transfer of any Note, the Issuer, the Indenture Trustee and any agent of the Issuer or the Indenture Trustee may treat the Person in whose name any Note is registered (as of the day of determination) as the owner of such Note for the purpose of receiving payments of principal of and interest, if any, on such Note and for all other purposes whatsoever, whether or not such Note be overdue, and none of the Issuer, the Indenture Trustee or any agent of the Issuer or the Indenture Trustee shall be affected by notice or knowledge to the contrary.

Section 2.8 Payment of Principal and Interest; Defaulted Interest.

(a) The Notes shall accrue interest during the related Interest Accrual Period at the Interest Rate, and such interest shall be payable on each Payment Date in accordance with the priorities set forth in Section 8.6. Interest on the Notes will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

(b) The Issuer will pay interest on the Notes at the Interest Rate on each Payment Date on the principal amount of the Notes outstanding on the preceding Payment Date (after giving effect to all payments of principal made on the preceding Payment Date). Any installment of interest or principal payable on a Note that is punctually paid or duly provided for by the Issuer on the applicable Payment Date shall be paid to the Person in whose name such Note is registered on the Record Date by wire transfer in immediately available funds to the account designated by such person or nominee and except for the final installment of principal payable with respect to such Note on a Payment Date or on the applicable Final Scheduled Payment Date (and except for the Redemption Price for any Note called for redemption pursuant to Section 10.1) which shall be payable as provided below.

(c) Prior to the occurrence of an Event of Default and a declaration in accordance with Section 5.2 that the Notes have become immediately due and payable, the Outstanding Amount of the Notes shall be payable in full on the Final Scheduled Payment Date and, to the extent of funds available therefor, in installments on the Payment Dates (if any) preceding the Final Scheduled Payment Date, in the amounts and in accordance with the priorities set forth in Section 8.6(ii).

(d) Notwithstanding the foregoing, the entire unpaid principal amount of the Notes shall be due and payable, if not previously paid, on the date on which an Event of Default shall have occurred and be continuing, and either (i) the Indenture Trustee (at the direction of the Majority Noteholders) or the Majority Noteholders have declared the Notes to be immediately due and payable in the manner provided in Section 5.2 or (ii) such Event of Default arises as a result of an event set forth in Section 5.1(a)(iv) or (v). In such case, principal shall be paid in accordance with the priorities set forth in Section 8.6(ii). The Indenture Trustee shall notify the Person in whose name a Note is registered at the close of business on the Record Date preceding the Payment Date on which the Issuer expects that the final installment of principal of and interest on such Note will be paid. Such notice shall be mailed or transmitted prior to such final Payment Date and shall specify that such final installment will be payable only upon presentation and surrender of such Note and shall specify the place where such Note may be presented and surrendered for payment of such installment. Notices in connection with redemptions of Notes shall be mailed to Noteholders as provided in Section 10.02.

(e) If the Issuer defaults in a payment of interest on the Notes, the Issuer shall pay defaulted interest (plus interest on such defaulted interest to the extent lawful) at the Interest Rate plus an additional rate of 2.00% per annum default rate, in any lawful manner. Such default interest will be due and payable on the immediately succeeding Payment Date.

(f) Vigeo Eiris or any comparable service will be engaged to maintain a sustainability score with respect to Diversified Energy Company Plc (the "VE Score"). At each Payment Determination Date, to the extent the VE Score (or equivalent metric) is (a) less than 40/100 or equivalent, the Interest Rate with respect to the Interest Accrual Period following such Payment Determination Date will increase by five (5) basis points above the initial stated Interest Rate on such Notes or (b) equal to or greater than 40/100 or equivalent, the Interest Rate with respect to the Interest Accrual Period following such Payment Determination Date will equal the Interest Rate on such Notes without giving effect to the step-up in (a) above. For the avoidance of doubt, any change in the Interest Rate with respect to any Interest Accrual Period pursuant to this Section 2.8(f) shall commence at the beginning of the Interest Accrual Period immediately following notification of such change and shall apply to the entire Interest Accrual Period, notwithstanding any change in the VE Score subsequent to any Payment Determination Date or during any portion of such Interest Accrual Period.

Section 2.9 Cancellation. All Notes surrendered for payment, registration of transfer, exchange or redemption shall, if surrendered to any Person other than the Indenture Trustee, be delivered to the Indenture Trustee and shall be promptly cancelled by the Indenture Trustee. The Issuer may at any time deliver to the Indenture Trustee for cancellation any Notes previously authenticated and delivered hereunder which the Issuer may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly cancelled by the Indenture Trustee. No Notes shall be authenticated in lieu of or in exchange for any Notes cancelled as provided in this Section 2.9, except as expressly permitted by this Indenture. All cancelled Notes may be held or disposed of by the Indenture Trustee in accordance with its standard retention or disposal policy as in effect at the time unless the Issuer shall direct by an Issuer Order that they be returned to it; provided, that such Issuer Order is timely and the Notes have not been previously disposed of by the Indenture Trustee. The Indenture Trustee shall provide notice to each Rating Agency of all cancelled Notes.

Section 2.10 Release of Collateral. Subject to Section 12.1 and the terms of the Basic Documents, and other than any distribution to the Issuer pursuant to Section 8.6(i)(L), Section 8.6(ii)(F) or Section 8.8(d), the Indenture Trustee shall release property from the lien of this Indenture only in accordance with the terms of this Indenture and upon receipt of (i) an Issuer Request accompanied by an Officer's Certificate of the Issuer stating that such release is permitted by the terms of this Indenture and that the conditions precedent to such release have been satisfied and (ii) in the event the Issuer requests a release of all or substantially all of the Collateral, a written consent to such release from each Hedge Counterparty and each Holder. Any release of Collateral shall require 10 Business Days advance written notice from the Issuer to each Holder.

Section 2.11 Definitive Notes. The Notes, upon original issuance, will be in the form of Definitive Notes. Upon the issuance of Definitive Notes, the Indenture Trustee shall recognize the Holders of the Definitive Notes as Noteholders.

Section 2.12 Tax Treatment.

(a) The Issuer has entered into this Indenture, and the Notes will be issued, with the intention that, for all purposes including federal, state and local income, single business and franchise tax purposes, the Notes will qualify as indebtedness secured by the Collateral. The Issuer, by entering into this Indenture, and each Noteholder, by its acceptance of a Note, agree to treat the Notes (other than Notes held by any entity whose separate existence from the Issuer is disregarded for federal income tax purposes, but only so long as such Notes are held by such entity) for all purposes including federal, state and local income, single business and franchise tax purposes as indebtedness.

(b) Each Noteholder, by its acceptance of a Note agrees to provide to the Person from whom it receives payments on the Notes (including the Paying Agent) the Noteholder Tax Identification Information and, upon request, to the extent FATCA Withholding Tax is applicable, the Noteholder FATCA Information.

(c) Each Noteholder, by its acceptance of a Note, agrees that the Indenture Trustee has the right to withhold any amounts (properly withholdable under Law and without any corresponding gross-up) payable to a Noteholder or holder of an interest in a Note that fails to comply with the requirements of Section 2.12(b).

Section 2.13 CUSIP Numbers. The Issuer shall obtain "CUSIP" numbers in connection with the Notes. The Indenture Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Noteholders; provided, that any such notice may state that no representation is made as to the correctness of such "CUSIP" numbers either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes and any such redemption shall not be affected by any defect in or omission of such numbers. The Issuer will promptly notify the Indenture Trustee and each Noteholder in writing of any change in the "CUSIP" numbers.

Section 2.14 Additional Notes. The Issuer may from time to time issue Additional Notes that are identical to the Initial Notes other than interest rate, the Scheduled Principal Distribution Amount and the Final Scheduled Payment Date; provided that at the time of issuance, both before and after giving effect to the issuance of such Additional Notes, (i) no Warm Trigger Event, Default, Material Manager Default, Rapid Amortization Event or Event of Default has occurred or will occur, (ii) as of the most recent Quarterly Determination Date, the DSCR was not less than 1.30 to 1.00, the Production Tracking Rate was not less than 80% and the LTV was not greater than 75% (each on a pro forma basis), (iii) the hedging requirements in Section 4.28 are satisfied, (iv) Diversified Corp delivers an Officer's Certificate confirming that (a) following the issuance of such Additional Notes, it is in compliance with the Credit Risk Retention Rules and the fair value calculations related thereto in writing, as required by the Credit Risk Retention Rules, and (b) no Material Adverse Effect will occur as a result of the issuance of such Additional Notes, (v) the Rating Agency Condition shall have been satisfied with respect thereto, (vi) the Majority Noteholders shall have consented thereto, (vii) the Diversified Parties confirm the representations and warranties made by such parties in the Basic Documents remain true and correct as of the date of the issuance of the Additional Notes, and (viii) the Issuer delivers Opinions of Counsel to the Indenture Trustee (a) stating that the issuance of Additional Notes under the Indenture (i) is authorized or permitted by the Indenture and that all conditions precedent under the Indenture for the issuance of Additional Notes have been complied with, (ii) will not cause the Issuer to become an association, publicly traded partnership or a taxable mortgage pool, that is, in each case, taxable as a corporation for U.S. federal income tax purposes, and (iii) will not adversely affect the characterization of the Notes as indebtedness for U.S. federal income tax purposes, and (b) that covers other matters reasonably requested by the Noteholders. In addition, in connection with the issuance of Additional Notes, all standard opinions and certifications delivered in connection with the issuance of the Notes on the Closing Date shall be delivered in connection with the Additional Notes as of the date of issuance.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

The Issuer represents and warrants as of the Closing Date as follows:

Section 3.1 Organization and Good Standing.

The Issuer (i) is duly organized, validly existing, and in good standing under the Laws of the State of Delaware, (ii) is duly qualified in Texas and (iii) has full power and authority under its Organizational Documents to conduct its business as it is now being conducted, and to own or use the properties and assets that it purports to own or use.

Section 3.2 Authority; No Conflict.

(a) The execution, delivery, and performance of this Indenture and the Basic Documents and the performance of the Contemplated Transactions have been duly and validly authorized in accordance with the Organizational Documents of the Issuer, as applicable.

(b) This Indenture has been duly executed and delivered by the Issuer and all instruments executed and delivered by the Issuer at or in connection with the Closing have been duly executed and delivered by the Issuer.

(c) This Indenture constitutes the legally valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and or other similar Laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at Law).

(d) Neither the execution and delivery of this Indenture or the instruments executed in connection therewith by the Issuer nor the consummation or performance of any of the Contemplated Transactions or Basic Documents by the Issuer shall, directly or indirectly (with or without notice or lapse of time or both):

(i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of the Issuer, as applicable, or (B) any resolution adopted by the board of directors, board of managers, stockholders, members, or partners of the Issuer, as applicable;

(ii) in any material respect, contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to notification of or to challenge any of the Contemplated Transactions or Basic Documents, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any Contract or agreement or any Law or Order to which the Issuer, or any of the Assets, may be subject;

(iii) in any material respect, contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that relates to the Assets; or

(iv) result in the imposition or creation of any Encumbrance or give rise to any right of termination, cancellation, or acceleration under any of the terms, conditions, or provisions of any Lease, Contract, note, bond, mortgage, indenture, license, or other material agreement with respect to any of the Assets, other than any Encumbrance or Lien arising in favor of the Indenture Trustee pursuant to the Basic Documents.

Section 3.3 Legal Proceedings; Orders. Except as set forth on Schedule 3.3 hereto, there is no pending Proceeding against the Issuer or any of its Affiliates (a) that relates to or may affect any of the Assets that could reasonably be expected to have a Material Adverse Effect; or (b) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise materially interfering with, any of the Contemplated Transactions or Basic Documents. To the Issuer's Knowledge, (x) no Proceeding of the type referenced above has been Threatened, (y) there is no Order adversely affecting the use or ownership of the Assets to which the Issuer, or any of the Assets, is subject, and (z) there is no Order or Proceeding restraining, enjoining, or otherwise prohibiting or making illegal the consummation of the Contemplated Transactions or Basic Documents or which could reasonably be expected to result in a material diminution of the benefits contemplated by this Indenture or the Contemplated Transactions or Basic Documents.

Section 3.4 Compliance with Laws and Governmental Authorizations.

(a) The Assets have been owned in all material respects in accordance with all Laws of all Governmental Bodies having or asserting jurisdiction relating to the ownership and operation thereof, including the production of Hydrocarbons attributable thereto.

(b) Except as set forth on Schedule 3.4(b) hereto, to the Knowledge of the Diversified Companies, all necessary Governmental Authorizations with regard to the ownership of the Issuer's interest in the Assets have been obtained and no violations exist or have been recorded in respect of such Governmental Authorizations.

(c) Neither the Issuer nor its Affiliates have received any written notice of any violation of any Laws or of any Governmental Authorization in connection with the ownership of the Assets that has not been corrected or settled, and there are no Proceedings pending or, to the Issuer's Knowledge, threatened that might result in any material modification, revocation, termination or suspension of any Governmental Authorization or which would require any material corrective or remedial action by the Issuer or any of its Affiliates.

Section 3.5 Title to Property; Leases. The Issuer has good and sufficient title to its properties that individually or in the aggregate are material, including all such properties purported to have been acquired by the Issuer from the Depositor pursuant to the Second Step Asset Purchase Agreement, in each case free and clear of Liens other than Permitted Liens.

Section 3.6 Vesting of Title to the Assets. Pursuant to the Asset Purchase Agreements, title to the Assets will vest in the Issuer, and the Issuer will have valid legal and beneficial title thereto, in each case subject to no prior Lien, mortgage, security interest, pledge, adverse claim, charge or other encumbrance, other than the Permitted Liens. Prior to the First Step Asset Purchase Agreement, Diversified had valid legal and beneficial title to the Assets and had not assigned to any Person any of its right, title or interest in any Assets, other than in connection with any Liens that are being released on or before the Closing Date or any Permitted Liens.

Section 3.7 Compliance with Leases. The Issuer is in compliance in all material respects with each Lease to the extent relating to an Asset, including all express and implied covenants thereunder. No material written demands or notices of default or non-compliance or dispute (including those received electronically) with respect to a Lease to the extent relating to an Asset have been issued to or received by the Issuer that remain uncured or outstanding.

Section 3.8 Material Indebtedness. The Issuer does not have any material Indebtedness other than Permitted Indebtedness.

Section 3.9 Employee Benefit Plans. Except as set forth on Schedule 3.9 hereto, neither the Issuer nor the Depositor nor, to the extent it would reasonably be expected to have a Material Adverse Effect, any ERISA Affiliate maintains or has ever maintained any Plans (including any Non-U.S. Plan) or has ever had any obligations to make any contribution to a Multiemployer Plan.

Section 3.10 Use of Proceeds; Margin Regulations. The Issuer will apply the proceeds of the sale of the Notes hereunder (i) to finance the acquisition of the Assets pursuant to the Second Step Asset Purchase Agreement, (ii) to fund the Liquidity Reserve Account, (iii) to pay transaction fees and expenses related to the issuance of the Notes, and (iv) for general limited liability company purposes. No part of the proceeds from the sale of the Notes hereunder will be used, directly or indirectly, for the purpose of buying or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System (12 CFR 221), or for the purpose of buying or carrying or trading in any Securities under such circumstances as to involve the Issuer in a violation of Regulation X of said Board (12 CFR 224) or to involve any broker or dealer in a violation of Regulation T of said Board (12 CFR 220).

Section 3.11 Existing Indebtedness; Future Liens.

(a) The Issuer does not have, and has never had, any outstanding Indebtedness other than Permitted Indebtedness. There are no, and there have never been any, outstanding Liens on any property of the Issuer other than Permitted Liens.

(b) Except for Permitted Liens, the Issuer has not, at any time, agreed or consented to cause or permit any of its property, whether now owned or hereafter acquired, to be subject to a Lien that secures Indebtedness or to cause or permit in the future (upon the happening of a contingency or otherwise) any of its property, whether now owned or hereafter acquired, to be subject to a Lien that secures Indebtedness.

(c) Other than the Basic Documents, the Issuer is not a party to, or otherwise subject to any provision contained in, any instrument evidencing Indebtedness of the Issuer, any agreement relating thereto or any other agreement (including its charter or any other Organizational Document) which limits the amount of, or otherwise imposes restrictions on the incurring of, Indebtedness of the Issuer.

Section 3.12 Foreign Assets Control Regulations, Etc.

(a) Neither the Issuer nor any Controlled Entity (i) is a Blocked Person, (ii) has been notified that its name appears (or may in the future appear) on a State Sanctions List or (iii) to Issuer's Knowledge, is a target of sanctions that have been imposed by the United Nations or the European Union.

(b) Neither the Issuer nor any Controlled Entity (i) has violated, been found in violation of, or been charged or convicted under, any applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws or Anti-Corruption Laws or (ii) to the Issuer's Knowledge, is under investigation by any Governmental Body for possible violation of any applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws or Anti-Corruption Laws.

(c) No part of the proceeds from the sale of the Notes hereunder:

(i) constitutes or will constitute funds obtained on behalf of any Blocked Person or will otherwise be used by the Issuer or any Controlled Entity, directly or indirectly, (A) in connection with any investment in, or any transactions or dealings with, any Blocked Person, (B) for any purpose that would cause any Purchaser to be in violation of any U.S. Economic Sanctions Laws, or (C) otherwise in violation of any U.S. Economic Sanctions Laws;

(ii) will be used, directly or indirectly, in violation of, or cause any Purchaser to be in violation of, any applicable Anti-Money Laundering Laws; or

(iii) will be used, directly or indirectly, for the purpose of making any improper payments, including bribes, to any Governmental Official or commercial counterparty in order to obtain, retain or direct business or obtain any improper advantage, in each case which would be in violation of, or cause any Purchaser to be in violation of, any applicable Anti-Corruption Laws.

(d) The Issuer and its Affiliates have established procedures and controls which they reasonably believe are adequate (and otherwise comply with applicable Law) to ensure that the Issuer and each Controlled Entity is and will continue to be in compliance with all applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws and Anti-Corruption Laws.

Section 3.13 Status under Certain Statutes. The Issuer is not subject to regulation under the Investment Company Act of 1940, the Public Utility Holding Company Act of 2005, the ICC Termination Act of 1995, or the Federal Power Act.

Section 3.14 Single Purpose Entity. The Issuer (i) has been formed and organized solely for the purpose of entering into the Basic Documents to which it is a party, and performing its obligations thereunder (including entering into certain agreements in connection therewith), (ii) has not engaged in any business unrelated to clause (i) above, and (iii) does not have any other assets other than those related to its activities in accordance with clause (i) above.

Section 3.15 Solvency. The Issuer is solvent, has capital not unreasonably small in relation to its business or any contemplated or undertaken transaction and has assets having a value both at fair valuation and at present fair saleable value greater than the amount required to pay its debts as they become due and greater than the amount that will be required to pay its probable liability on its existing debts as they become absolute and matured. The Issuer does not intend to incur, or believe that it will incur, debts beyond its ability to pay such debts as they become due. The Issuer does not believe that it will be rendered insolvent by the execution and delivery of, and performance of its obligations under, this Indenture, the Notes and the other Basic Documents to which it is a party. The Issuer does not intend to hinder, delay or defraud its creditors by or through the execution and delivery of, or performance of its obligations under, this Indenture, the Notes or the other Basic Documents to which it is a party.

Section 3.16 Security Interest. The Indenture, together with the Mortgages, creates in favor of the Indenture Trustee, as security for the payment of principal of and interest on, and any other amounts owing in respect of, the Notes and the Hedge Agreements (including any termination payments and any other amounts owed thereunder) and for the performance of the provisions of this Indenture, a security interest in or mortgage or deed of trust on all of the right, title, and interest, whether now owned or hereafter acquired, of the Issuer in, to, and under the Collateral. Upon the filing of the applicable UCC-1 financing statements and the Mortgages, all action has been taken as is necessary to perfect such security interest or mortgage or deed of trust, and such security interest, mortgage or deed of trust is of first priority.

ARTICLE IV
COVENANTS

Section 4.1 Payment of Principal and Interest. The Issuer will duly and punctually pay the principal of and interest, if any, on the Notes in accordance with the terms of the Notes and this Indenture. Without limiting the foregoing, subject to and in accordance with Section 8.6, the Indenture Trustee shall distribute all amounts on deposit in the Collection Account and allocated for distribution to the Noteholders on a Payment Date pursuant to Article VIII hereof for the benefit of the Notes, to the Noteholders. Amounts properly withheld under the Code by any Person from a payment to any Noteholder of interest and/or principal shall be considered as having been paid by the Issuer to such Noteholder for all purposes of this Indenture.

Section 4.2 Maintenance of Office or Agency. The Issuer will maintain in the United States, an office or agency where Notes may be surrendered for registration of transfer or exchange, and where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served. Such office or agency will initially be at Corporate Trust Office of the Indenture Trustee, and the Issuer hereby initially appoints the Indenture Trustee to serve as its agent for the foregoing purposes. The Indenture Trustee will give prompt written notice to the Issuer and each Rating Agency of any change in the location of any such office or agency. If at any time the Issuer shall fail to maintain any such office or agency or shall fail to furnish the Indenture Trustee with the address thereof, such surrenders, notices and demands may be made or served at the Corporate Trust Office, and the Issuer hereby appoints the Indenture Trustee as its agent to receive all such surrenders, notices and demands; provided, that the Indenture Trustee shall not be deemed an agent of the Issuer for service of process.

Section 4.3 Money for Payments to Be Held on behalf of the Noteholders and Hedge Counterparties. All payments of amounts due and payable with respect to any Notes and Hedge Agreements that are to be made from amounts withdrawn from the Collection Account pursuant to Section 8.6 shall be made on behalf of the Issuer by the Indenture Trustee or by another Paying Agent, and no amounts so withdrawn from the Collection Account for payments of Notes and Hedge Agreements shall be paid over to the Issuer except as provided in Section 8.6.

Section 4.4 Compliance With Law. The Issuer will comply with all Laws and regulations to which it is subject (including ERISA, Environmental Laws, and the USA PATRIOT Act) and will obtain and maintain in effect all licenses, certificates, permits, franchises and other Governmental Authorizations necessary to the ownership of its properties or to the conduct of its businesses, in each case to the extent necessary to ensure compliance in all material respects with such Laws, ordinances or governmental rules or regulations and requirements to obtain or maintain in effect such licenses, certificates, permits, franchises and other governmental authorizations.

Section 4.5 Insurance. From and after the Closing Date, the Issuer will maintain (or cause to be maintained), with financially sound and reputable insurers, insurance with respect to its properties and businesses against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is customary in the case of entities of established reputations engaged in the same or a similar business and similarly situated, and, within thirty (30) days after the Closing Date, the Issuer shall cause the Indenture Trustee to be named as a loss payee or an additional insured. For the avoidance of doubt, any proceeds received by the Issuer or the Manager for the benefit of the Issuer with respect to any claim under such insurance policy shall be deemed to be Collections with respect to the Collection Period in which such proceeds are received and promptly, but in any event within two (2) Business Days, deposited into the Collections Account.

Section 4.6 No Change in Fiscal Year. Without the consent of the Majority Noteholders, the Issuer shall not (i) permit its fiscal year to end on a day other than December 31, (ii) change its method of determining fiscal quarters or make or permit any change in accounting policies or reporting practices, except as required by or in accordance with IFRS, or, to the extent Diversified Corp. or its direct or indirect parent prepares its financial statements in accordance with GAAP, in accordance with GAAP, or (iii) change its federal employer identification number, except, in each case, for any such changes that are not materially adverse to the Holders or the Hedge Counterparties.

Section 4.7 Payment of Taxes and Claims. The Issuer will file all U.S. federal and state and any other material Tax returns required to be filed in any jurisdiction and to pay and discharge all Taxes shown to be due and payable on such returns and all other Taxes, assessments, governmental charges, or levies imposed on them or any of their properties, assets, income or franchises, to the extent the same have become due and payable and before they have become delinquent and all claims for which sums have become due and payable that have or might become a Lien on properties or assets of the Issuer; provided, that Issuer need not pay any such Tax, assessment, charge, levy or claim if the amount, applicability or validity thereof is contested in good faith by the Issuer.

Section 4.8 Existence. Subject to Section 4.17, the Issuer will at all times preserve and keep (i) its limited liability company existence in full force and effect and (ii) all foreign qualifications of the Issuer and all rights and franchises of the Issuer.

Section 4.9 Books and Records. The Issuer will maintain or cause to be maintained proper books of record and account in conformity with IFRS, or, to the extent Diversified Corp or its direct or indirect parent prepares its financial statements in accordance with GAAP, in accordance with GAAP, and all applicable requirements of any Governmental Body having legal or regulatory jurisdiction over the Issuer. The Issuer will keep or cause to be kept books, records and accounts that, in reasonable detail, accurately reflect all transactions and dispositions of assets. The Issuer or one of its Affiliates has devised a system of internal accounting controls sufficient to provide reasonable assurances that the Issuer's books, records, and accounts accurately reflect all transactions and dispositions of assets, and such a system shall be maintained.

Section 4.10 Performance of Material Agreements. From and after the Closing Date, the Issuer will at all times in all material respects (i) observe and perform all obligations, covenants and agreements to be performed by it under, and comply with all conditions under, each material agreement including each Lease to which it is or becomes a party in accordance with the terms thereof and (ii) subject to the terms of this Indenture, diligently exercise, enforce, defend and protect its rights under, and take any action required to collect any and all sums due to it under, each material agreement including each Lease to which it is or becomes a party. The Issuer shall not take any action or permit any action to be taken by others which would release any Person from any of such Person's covenants or obligations under the Basic Documents or under any instrument or agreement included as part of the Collateral or that would result in the amendment, hypothecation, subordination, termination or discharge of, or impair the validity or effectiveness of, any such instrument or agreement, except (i) such amendment, hypothecation, subordination, termination or discharge in the ordinary course of business or that does not have a material detriment to the value of the Collateral or (ii) as ordered by a bankruptcy or other court or as expressly provided in this Indenture, the other Basic Documents or such other instrument or agreement.

Section 4.11 Maintenance of Lien. From and after the Closing Date and for so long as the Notes and Hedge Agreements are outstanding, the Issuer will, at its expense, timely take or cause to be taken all action required to maintain and preserve the perfection and first priority of the Lien on the Collateral granted under this Indenture and the Mortgages (subject to Permitted Liens).

Section 4.12 Further Assurances. From time to time the Issuer will perform or cause to be performed any other act as required by Law and will execute or cause to be executed any and all further instruments that may be required by Law or reasonably necessary (or reasonably requested by the Indenture Trustee) in order to create, perfect and protect the Lien of the Indenture Trustee on or in the Collateral. The Issuer will promptly do, execute, acknowledge and deliver, or cause to be promptly done, executed, acknowledged and delivered, all such further acts, deeds, conveyances, mortgages, assignments, transfers and assurances as the Indenture Trustee or any Noteholder may reasonably require for the creation, perfection and priority of the Liens being herein provided for (subject to Permitted Liens). The Issuer will pay or cause to be paid all filing, registration and recording Taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of this Indenture, and of any instrument of further assurance, and all federal or state stamp Taxes and other material Taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Indenture, the other Basic Documents and such instruments of further assurance. The Issuer hereby authorizes, but does not obligate, the Indenture Trustee to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Issuer. The Issuer acknowledges and agrees, on behalf of itself, that any such financing statement may describe the Collateral as "all assets", "all personal property" or "all assets and all personal property of Debtor, whether now owned or existing or hereafter acquired or arising, wherever located, together with all products and proceeds thereof, substitutions and replacements therefor, and additions and accessions thereto" of the applicable Person or words of similar effect as may be required by the Indenture Trustee.

Section 4.13 Use of Proceeds. The Issuer shall apply the proceeds of the sale of the Notes solely as provided in Section 3.10.

Section 4.14 Separateness.

(a) The Issuer will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due and payable, except for expenses paid on its behalf pursuant to contractual arrangements providing for operating, maintenance or administrative services.

(b) The Issuer will observe all limited liability company or organizational formalities, maintain books, records, financial statements and bank accounts separate from those of its Affiliates, except as permitted by this Indenture and the other Basic Documents. The Issuer's assets will not be listed as assets on the financial statement of any other entity except as required by IFRS, or, to the extent Diversified Corp or its direct or indirect parent prepares its financial statements in accordance with GAAP, as required by GAAP; provided, however, that appropriate notation shall be made on any consolidated statements to indicate its separateness from any Affiliates and to indicate that its assets and credit are not available to satisfy the debt and other obligations of such Affiliate or any other Person except as otherwise contemplated by the Basic Documents.

(c) The Issuer will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate). The Issuer will conduct and operate its business and in its own name.

(d) The Issuer will hold all of its assets in its own name and will not commingle its funds and other assets with those of any Affiliate other than the deposit of Collections into accounts of Affiliates prior to the transfer of such Collections into the Collection Account as contemplated under Section 8.1.

(e) The Issuer will not conduct the business of or act on behalf of any other Person (except as required by the Basic Documents).

(f) The Issuer (i) will at all times have at least one (1) duly elected Independent manager or member and (ii) so long as the Notes and Hedge Agreements remain outstanding, shall not remove or replace any Independent manager or member without cause and only after providing the Indenture Trustee, each Noteholder and each Hedge Counterparty with no less than three (3) days' prior written notice of (A) any proposed removal of such Independent manager or member, and (B) the identity of the proposed replacement, together with a certification that such replacement satisfies the requirements for an Independent manager or member in the organizational documents for the Issuer and this Indenture. The Issuer will not institute proceedings to be adjudicated bankrupt or insolvent, consent to the institution of bankruptcy or insolvency proceedings against it, or file, or consent to, a petition seeking reorganization or relief under any applicable federal or state Law relating to bankruptcy or insolvency, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of Issuer or any substantial part of its property, or make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take limited liability company action in furtherance of any such action without the affirmative vote of at least one (1) duly elected Independent manager or member; provided, however, irrespective of such affirmative vote, the occurrence of any of the foregoing is subject to Section 5.1(a)(iv), Section 5.1(a)(v), and any other terms herein or any of the Basic Documents.

(g) The Issuer will be, and at all times will hold itself out to the public and all other Persons as, a legal entity separate and distinct from any other Person (including any Affiliate), correct any known misunderstanding regarding its status as a separate entity, conduct business solely in its own name, and not identify itself as a division of any of its Affiliates or any of its Affiliates as a division of the Issuer (except for income tax purposes). The Issuer will conduct and operate its business and in its own name.

(h) The Issuer will not permit its name to be used by any Affiliate of the Issuer in the conduct of such Affiliate's business, and will not use the name of any Affiliate in the conduct of the Issuer's business.

(i) The Issuer will file its own tax returns, if any, as may be required under applicable Law, to the extent (1) not part of a consolidated group filing a consolidated return or returns or (2) not treated as a division for tax purposes of another taxpayer, and pay any taxes required to be paid under applicable Law.

(j) The Issuer will maintain its assets, including the Collateral, in such a manner that it would not be costly or difficult to identify, segregate or ascertain its assets from those of any other Person.

(k) Subject to Section 4.15, the Issuer will maintain an arm's length relationship with its Affiliates, and not enter into any transaction with any Affiliate unless such transaction is (i) on such terms and conditions (including terms relating to amounts paid thereunder) as would be generally available if such business transaction were with an entity that was not an Affiliate in comparable transactions, and (ii) pursuant to enforceable agreements.

(l) The Issuer will not hold out its credit or assets as being available to satisfy the obligations of others nor guarantee the obligation of any Person.

(m) The Issuer will maintain adequate capital in light of its contemplated business purpose, transactions, and liabilities (provided, that no member of the Issuer shall have any obligation to make any contribution of capital to the Issuer).

(n) The Issuer will not grant a security interest in its assets to secure the obligations of any other Person.

(o) The Issuer will not, directly or indirectly, engage in any business or activity other than the actions that are both (i) required or permitted to be performed under Section 3.1 of its limited liability company agreement and (ii) permitted by the terms of the Basic Documents.

(p) The Issuer will not incur any indebtedness, liability, obligation, or expense, or own any assets, other than in each case those that are both (i) necessary to achieve the purposes set forth in Section 3.1 of its limited liability company agreement and (ii) permitted by the Basic Documents;

(q) The Issuer will not make or permit to remain outstanding any loan or advance to, or own or acquire any stock or securities of, any Person, other than as permitted by the Basic Documents;

(r) The Issuer will maintain complete records of all transactions (including all transactions with any Affiliate);

(s) The Issuer will comply with all requirements of applicable Law regarding its operations and shall comply with the provisions of this Indenture and its Organizational Documents;

(t) The Issuer will not form, acquire, or hold any Subsidiary; and

(u) The Issuer shall comply with each of the assumptions made with respect to it in any non-consolidation opinion, and the certifications contained in any certificate referred to therein, delivered by counsel in connection with the transactions contemplated by the Basic Documents unless prior to any non-compliance, the Issuer will have obtained the written consent of the Indenture Trustee (acting at the direction of the Majority Noteholders) and the Issuer shall have delivered to the Indenture Trustee an updated Opinion of Counsel to the effect that such non-compliance does not affect the conclusions set forth in such prior opinion with respect to non-consolidation matters.

Section 4.15 Transactions with Affiliates. The Issuer will not enter into directly or indirectly any transaction or group of related transactions (including the purchase, lease, sale or exchange of properties of any kind or the rendering of any service) with any Affiliate, except as contemplated by the Basic Documents and except in the ordinary course and pursuant to the reasonable requirements of the Issuer's business and upon fair and reasonable terms no less favorable to the Issuer than would be obtainable in a comparable arm's length transaction with a Person not an Affiliate.

Section 4.16 Merger, Consolidation, Etc. The Issuer will not and will not permit the Depositor to consolidate with or merge with any other Person or convey, transfer or lease all or substantially all of its assets in a single transaction or series of transactions to any Person.

Section 4.17 Lines of Business. The Issuer will not at any time engage in any business other than those related to the ownership of the Assets and the transactions contemplated by this Indenture and the other Basic Documents to which it is a party and other activities reasonably incidental thereto; provided, however, that the Issuer shall not engage in any business or activity or enter into any contractual arrangement (other than any business or activity in which the Issuer is engaged on the Closing Date) that would (i) subject the Holders or any Hedge Counterparty to regulation or oversight by any Governmental Body (other than the Governmental Bodies which regulate companies engaged in the oil and gas industry, insurance companies and, following foreclosure, regulations applicable to assets held as a result of such foreclosure) or cause the Holders or any Hedge Counterparty to breach any Law or regulation or guideline of any Governmental Body or require Holders or any Hedge Counterparty to obtain a consent, waiver or clarification by any Governmental Body or (ii) cause any of the representations and warranties of the Issuer contained in any of the Basic Documents to be inaccurate as of the date made or deemed made.

Section 4.18 Economic Sanctions, Etc. Neither the Issuer nor any Controlled Entity will (a) become (including by virtue of being owned or controlled by a Blocked Person), own or control a Blocked Person or (b) directly or indirectly have any investment in or engage in any dealing or transaction (including any investment, dealing or transaction involving the proceeds of the Notes) with any Person if such investment, dealing or transaction (i) would cause any Noteholder, any Hedge Counterparty or any affiliate of such Holder or Hedge Counterparty to be in violation of, or subject to sanctions under, any applicable U.S. Economic Sanctions Laws, Anti-Corruption Laws or Anti-Money Laundering Laws, or (ii) is prohibited by or subject to sanctions under any U.S. Economic Sanctions Laws.

Section 4.19 Liens. The Issuer will not, directly or indirectly, create, incur, assume or permit to exist (upon the happening of a contingency or otherwise) any Lien on or with respect to any of its property or assets (including the Collateral), whether now owned or held or hereafter acquired, or any income or profits therefrom, or assign or otherwise convey any right to receive income or profits, except for Permitted Liens.

Section 4.20 Sale of Assets, Etc. The Issuer will not sell, transfer, convey, assign, exchange or dispose of any of its properties or assets in any single transaction or series of related transactions of any individual asset, or group of related assets, other than any Permitted Dispositions; provided, however, that in the event any Permitted Disposition could reasonably be expected to have a material adverse effect on any Hedge Counterparty or any Noteholder or the Noteholders, the Issuer shall obtain the prior written consent of such Hedge Counterparty to such Permitted Disposition.

Section 4.21 Permitted Indebtedness. The Issuer will not create, guarantee, assume or suffer to exist, or in any manner be or become liable in respect of, any Indebtedness of any kind or character, other than the following (such Indebtedness being referred to as "Permitted Indebtedness"):

(a) Indebtedness owing under this Indenture, the Notes or any other Basic Document, including the Hedge Agreements;

(b) Operating Expenses;

(c) obligations incurred in the ordinary course of its business specified in Section 4.17 in an aggregate amount not to exceed $1,000,000 at any one time; and

(d) other Indebtedness with the prior written consent of the Majority Noteholders; provided, however, any such Indebtedness is subordinate to the Hedge Counterparties and the Notes, in all respects.

Section 4.22 Amendment to Organizational Documents. The Issuer will not, and will not permit any party to, amend, modify or otherwise change (i) any material provision of the Issuer's Organizational Documents or (ii) its jurisdiction of organization, its location of principal place of business or its name, in each case, without the prior written consent of the Majority Noteholders; provided, however, that the Issuer may amend, modify or otherwise change any provision of the Issuer's Organizational Documents to: (i) cure any ambiguity, (ii) correct or supplement any provision in a manner consistent with the intent of the Issuer's Organizational Documents and the other Basic Documents or (iii) otherwise amend, modify or change any immaterial provision of the Issuer's Organizational Documents, in each case, without obtaining the consent of the Majority Noteholders, but with delivery of an Officer's Certificate to the Indenture Trustee stating that such amendment is so permitted under one or more of the foregoing clauses (i)-(iii) of this proviso.

Section 4.23 No Loans. The Issuer will not, directly or indirectly, make any loan or advance to any Person, other than Permitted Investments.

Section 4.24 Permitted Investments; Subsidiaries. The Issuer will not make any Investments other than (a) any Investment in Permitted Investments of monies in any Issuer Account and (b) obligations of account debtors to the Issuer arising in the ordinary course of business, and (c) Investments received as consideration from any Permitted Disposition. Without limiting the generality of the foregoing, the Issuer will not create any Subsidiaries or enter into any partnership or joint venture.

Section 4.25 Multi-Use Depositor. The Issuer will not permit the Depositor to (i) have any Subsidiaries other than the Issuer or (ii) enter into any transactions other than the Contemplated Transactions, in each case, unless the Majority Noteholders shall have consented thereto in writing and the Rating Agency Condition is satisfied.

Section 4.26 Tax Treatment. Neither the Issuer, nor any party otherwise having the authority to act on behalf of the Issuer, is authorized to, or will, make the election described in U.S. Treasury Regulations Section 301.7701-3(a) to treat the Issuer as an association taxable as a corporation for U.S. federal income tax purposes, or a similar election under any U.S. state or local Law. The Issuer will treat the Notes and this Indenture as debt, and not as an equity interest in the Issuer, for all purposes (including federal, state and local income Tax purposes).

Section 4.27 Replacement of Manager, Back-up Manager and Operator. In the event that the Manager shall be terminated due to a Material Manager Default or if a Default or Event of Default have occurred or is continuing, the Majority Noteholders shall appoint a replacement manager as soon as reasonably practicable, but in any event within thirty (30) days following such delivery of notice of any such resignation or termination and notify the Depositor of such appointment. In the event that the Manager shall resign, the Issuer shall appoint a replacement manager with the consent of the Majority Noteholder (such consent not to be unreasonably withheld, conditioned, or delayed) as soon as reasonably practicable, but in any event within thirty (30) days following such delivery of notice of any such resignation or termination and notify the Depositor of such appointment; provided that if the Issuer shall not have appointed a replacement manager by the end of such thirty (30) day period other than as a result of the failure of the Majority Noteholders to have reasonably consented, the Majority Noteholders shall have the right to appoint the replacement manager with the consent of the Issuer (such consent not to be unreasonably withheld, conditioned, or delayed). In addition, if the first sentence of Section 4.27 is not applicable, in the event that the Manager shall resign, be terminated or otherwise removed, the Issuer shall appoint a replacement back-up manager or operator, as applicable, with the consent of the Majority Noteholder (such consent not to be unreasonably withheld, conditioned, or delayed) as soon as reasonably practicable, but in any event within thirty (30) days following such delivery of notice of any such resignation, termination or removal and notify the Depositor of such appointment; provided that if the Issuer shall not have appointed a replacement back-up manager or operator by the end of such thirty (30) day period other than as a result of the failure of the Majority Noteholders to have reasonably consented, the Majority Noteholders shall have the right to appoint the replacement back-up manager or operator with the consent of the Issuer (such consent not to be unreasonably withheld, conditioned, or delayed).

Section 4.28 Hedge Agreements.

(a) Natural Gas Hedging. The Issuer shall enter into on or prior to the Closing Date, and thereafter maintain until the earlier of (i) [***] or (ii) [***], Hedge Agreements with an aggregate notional volume of (and fixing the price exposure with respect to) [***] but no more than 95% of the projected natural gas output from the Issuer's Assets for each month, with the exception of the month of February 2022, classified as "proved, developed, and producing" and as described in the initial Reserve Report or the most recent Reserve Report delivered in accordance with Section 8.5 (the "Natural Gas Hedge Percentage"); *provided*, that the Issuer shall not enter into or maintain any Hedge Agreements for purposes of speculation or investment; *provided further,* the Issuer's compliance with the 95% limit in the Natural Gas Hedge Percentage shall be determined without giving effect to any offsetting or similar Hedge Agreements that would otherwise result in a position that is opposite and equivalent to all or a portion of an existing Hedge Agreement (including any transaction thereunder). Neither the Issuer, nor any party otherwise having authority to act on behalf of the Issuer, is authorized to, or will, enter into an amendment to any Hedge Agreement without obtaining the prior written consent of each Rating Agency; *provided that,* Rating Agency consent shall not be required in respect of any amendment that adjusts hedge payment dates to align with cash receipts; *provided further that,* nothing in this sentence shall restrict the Issuer (i) from entering into Hedge Agreements during and after the Natural Gas Hedge Period (excluding the entry into any offsetting Hedge Agreements described in the proviso of the immediately preceding sentence) or terminating Hedge Agreements, in part or in whole, in order to maintain compliance with the terms set forth herein or to mitigate the risk that the applicable Hedge Counterparty elects not to extend the swap transaction at the end of [***]; or (ii) [***].

(b) Natural Gas Liquids Hedging. The Issuer shall enter into on or prior to the Closing Date, and thereafter maintain until the earlier of (i) [***] or (ii) [***], Hedge Agreements with an aggregate notional volume of (and fixing the price exposure with respect to) [***] but no more than 95% of the projected natural gas liquid output from the Issuer's Assets for each month, classified as "proved" and as described in the Reserve Report (the "NGL Hedge Percentage"); *provided further,* the Issuer's compliance with the 95% limit in the NGL Hedge Percentage shall be determined without giving effect to any offsetting or similar Hedge Agreements that would otherwise result in a position that is opposite and equivalent to all or a portion of an existing Hedge Agreement (including any transaction thereunder). Neither the Issuer, nor any party otherwise having authority to act on behalf of the Issuer, is authorized to, or will, enter into an amendment to any Hedge Agreement without obtaining the prior written consent of each Rating Agency; *provided that* nothing in this sentence shall restrict the Issuer (i) from entering into Hedge Agreements during and after the NGL Hedge Period (excluding the entry into any offsetting Hedge Agreements described in the proviso of the immediately preceding sentence) or terminating Hedge Agreements, in part or in whole, in order to maintain compliance with the terms set forth herein or to mitigate the risk that the applicable Hedge Counterparty elects not to extend the swap transaction at the end of [***]; or (ii) [***].

(c) In the event that any deviation under this Section 4.28 is the result of the sale of assets pursuant to a Permitted Disposition and the deposit of funds in the Asset Disposition Proceeds Account, the Issuer shall not be required to be in compliance with this Section 4.28 until all of the funds in the Asset Disposition Proceeds Account have be utilized as provided in Section 8.4.

Section 4.29 Collections and Accounts. All Collections with respect to the Assets shall be handled as provided in Section 8.1. The holders of the Agent Controlled Account as of the date of this Indenture shall not change and the Agent Controlled Account shall remain subject to the terms of the Agent Acknowledgement unless the Majority Noteholders shall have consented thereto in writing.

ARTICLE V
REMEDIES

Section 5.1 Events of Default.

(a) "Event of Default," wherever used herein, means any one of the following events (whatever the reason for such Event of Default and, subject to Sections 5.1(a)(iv) and 5.l(a)(v), whether it shall be voluntary or involuntary or be effected by operation of Law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) the failure to pay the Notes in full by the Final Scheduled Payment Date;

(ii) default in the payment of interest on the Notes when the same becomes due and payable that continues unremedied for two (2) Business Days;

(iii) default in the observance or performance of any covenant or agreement of any Diversified Party made in any Basic Document to which it is a party (other than a covenant or agreement, a default in the observance or performance of which is specifically dealt with elsewhere in this Section 5.1(a)), or any representation or warranty of any Diversified Party made in any Basic Document to which it is a party or in any certificate or other writing delivered pursuant hereto or in connection herewith proving to have been incorrect in any material respect as of the time when the same shall have been made, and such default shall continue or not be cured, or the circumstance or condition in respect of which such representation or warranty was incorrect shall not have been eliminated or otherwise cured, for a period of thirty (30) days (subject to Section 5.1(c) below) or, with respect Section 4.29 or Section 8.1, two (2) Business Days (or if a Rapid Amortization Event pursuant to clause (v) thereof shall be in existence as of the date of such breach as a result of a prior breach, there shall be no grace period) after the earlier of (i) Knowledge of a Diversified Company of such default or incorrect representation or warranty or (ii) receipt by the Issuer and a Responsible Officer of the Indenture Trustee from a Noteholder or a Hedge Counterparty, a written notice specifying such default or incorrect representation or warranty and requiring it to be remedied and stating that such notice is a notice of Default hereunder, delivered by registered or certified mail;

(iv) the filing of a decree or order for relief by a court having jurisdiction in the premises in respect of the Issuer, the Depositor or any substantial part of the Collateral in an involuntary case under any applicable federal or state bankruptcy, insolvency or other similar Law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Issuer, the Depositor or for any substantial part of the Collateral, or ordering the winding-up or liquidation of the Issuer's affairs, and such decree or order shall remain unstayed and in effect for a period of sixty (60) consecutive days;

(v) the commencement by the Issuer or the Depositor of a voluntary case under any applicable federal or state bankruptcy, insolvency or other similar Law now or hereafter in effect, or the consent by the Issuer or the Depositor to the entry of an order for relief in an involuntary case under any such Law, or the consent by the Issuer or the Depositor to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Issuer or the Depositor or for any substantial part of the Collateral, or the making by the Issuer or the Depositor of any general assignment for the benefit of creditors, or the failure by the Issuer or the Depositor generally to pay its debts as such debts become due, or the taking of any action by the Issuer in furtherance of any of the foregoing;

(vi) the failure of the Issuer to cause the Indenture Trustee, for the benefit of the Holders of the Notes and the Hedge Counterparties, to have a valid first-priority perfected security interest in any portion of the Collateral (subject to Permitted Liens) by no later than the time under which filings are required under Section 2(g) of the Management Services Agreement as in effect on the Closing Date; provided, that it will not be an Event of Default under this clause(a)(vi) if the value of all of the Collateral for which the Indenture Trustee does not have a valid first-priority perfected security interest in any portion of the Collateral (subject to Permitted Liens) is equal to or less than 1% of the aggregate principal amount of Outstanding Notes;

(vii) other than as contemplated by Section 5.1(a)(vi), the failure of the Indenture Trustee, for the benefit of the Holders of the Notes and the Hedge Counterparties, to have a valid first-priority perfected security interest in any portion of the Collateral (subject to Permitted Liens) that is not cured within ten (10) days of the earlier of (i) Knowledge of a Diversified Company of such failure or (ii) receipt by the Issuer from the Indenture Trustee a written notice specifying such failure and requiring it to be remedied and stating that such notice is a notice of Default hereunder, delivered by registered or certified mail; provided, that it will not be an Event of Default under this clause(a)(vii) if the value of all of the Collateral for which the Indenture Trustee does not have a valid first-priority perfected security interest (subject to Permitted Liens) is equal to or less than 1% of the aggregate principal amount of Outstanding Notes;

(viii) the Issuer shall become an association, publicly traded partnership or taxable mortgage pool, that is, in each case, taxable as a corporation for U.S. federal income tax purposes;

(ix) the filing of a non-appealable decree or order for relief by a court having jurisdiction in the premises in respect of the Issuer or the Depositor in excess of $500,000 and not discharged, satisfied or stayed within thirty (30) days;

(x) the adoption in final form of a statute, rule or regulation by a competent legislative or governmental rule-making body that becomes effective following the Closing Date, or the entry of a final, non-appealable judgment of a court of competent jurisdiction that is rendered following the Closing Date, which has a material adverse effect on (a) the validity or enforceability of any of the Basic Documents, or (b) the ability of the Issuer to make payments on the Notes or its obligations under any of the Hedge Agreements;

(xi) an ERISA or tax lien is created that secures the payment of money owed by the Issuer in excess of $500,000;

(xii) the Issuer or the Collateral is required to be registered as an "investment company" under the Investment Company Act;

(xiii) the failure of the Notes to be redeemed upon the occurrence of a Change of Control as required by Section 10.1(b); or

(xiv) any transactions under any Hedge Agreements remain outstanding as of the date that all principal and interest upon the Notes are paid in full, excluding only any Hedge Agreements for which the Hedge Counterparty thereunder has agreed in writing to accept cash collateral or other security immediately prior to the date of such payment in full.

(b) The Issuer shall deliver to (1) a Responsible Officer of the Indenture Trustee, (2) each Noteholder, (3) each Hedge Counterparty and (4) each Rating Agency, within five (5) Business Days after the occurrence thereof, written notice in the form of an Officer's Certificate of any event that with the giving of notice and the lapse of time could become an Event of Default under clause (a)(iii) above, its status and what action the Issuer is taking or proposes to take with respect thereto.

(c) Notwithstanding the foregoing, a breach of any covenant or agreement or representation or warranty of the Issuer referred to under clause (a)(iii) above shall not constitute an Event of Default after such thirty (30) day period (and the notice described under clause (b) above need not be delivered) if (x) the Issuer has commenced in a diligent manner a cure of such breach and (y) such remedial action could not reasonably have been expected to fully cure such breach within such thirty (30) days, but could reasonably be expected to be implemented and fully cure such breach within an additional thirty (30) days (but in no event shall the total cure period exceed a total of ninety (90) days). Upon the occurrence of any such event, each of the Issuer and the Indenture Trustee, as applicable, shall not be relieved from using its best efforts to perform its obligations in a timely manner in accordance with the terms of this Indenture and the Issuer or the Indenture Trustee, as applicable, shall provide the Indenture Trustee (if such delay or failure is a result of a delay or failure by the Issuer), the Noteholders, and the Hedge Counterparties prompt notice of such failure or delay by it, together with a description of its efforts to so perform its obligations.

Section 5.2 Acceleration of Maturity; Rescission and Annulment. If an Event of Default should occur and be continuing, then and in every such case the Indenture Trustee at the written direction of the Majority Noteholders (subject to the Indenture Trustee's indemnification rights set forth herein) or the Majority Noteholders may declare all the Notes to be immediately due and payable, by a notice in writing to the Issuer and the Depositor (and to a Responsible Officer of the Indenture Trustee if given by Noteholders) (a copy of which shall be provided by the Issuer to each Hedge Counterparty and each Rating Agency), and upon any such declaration the unpaid principal amount of such Notes, together with accrued and unpaid interest thereon through the date of acceleration, shall become immediately due and payable; provided, that upon the occurrence of an Event of Default specified in Section 5.l(a)(iv) or (v) all the Notes shall be automatically deemed to be immediately due and payable and upon such event the unpaid principal of such Notes, together with accrued and unpaid interest thereon through the date of such Event of Default specified in Section 5.l(a)(iv) or (v), shall become immediately due and payable, in each case, without notice, declaration or demand by the Indenture Trustee or the Noteholders, all of which are hereby waived by the Issuer.

At any time after such declaration of acceleration of maturity has been made and before a judgment or decree for payment of the money due has been obtained by the Indenture Trustee as provided hereinafter in this Article V, the Majority Noteholders, by written notice to the Issuer and a Responsible Officer of the Indenture Trustee (with a copy to each Hedge Counterparty and each Rating Agency), may rescind and annul such declaration and its consequences if:

(i) the Issuer has paid or deposited with the Indenture Trustee a sum sufficient to pay:

(A) all payments of principal of and interest on all Notes and all other amounts that would then be due hereunder or upon such Notes if the Event of Default giving rise to such acceleration had not occurred; and

(B) all sums paid or advanced by the Indenture Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee and its agents and counsel; and

(ii) all Events of Default, other than the nonpayment of the principal of the Notes that has become due solely by such acceleration, have been cured or waived as provided in Section 5.12.

No such rescission shall affect any subsequent default or impair any right or any exercise of remedies consequent thereto nor shall such rescission in and of itself serve as a waiver of any of the Events of Default.

Section 5.3 Collection of Indebtedness and Suits for Enforcement by Indenture Trustee.

(a) The Issuer covenants that if (i) an Event of Default specified in Section 5.1(a)(i) has occurred and is continuing or (ii) an Event of Default specified in Section 5.1(a)(ii) has occurred and is continuing, the Issuer will, upon demand of the Indenture Trustee, pay to the Indenture Trustee, for the benefit of the Holders of the Notes and the Hedge Counterparties, as applicable, (1) the whole amount then due and payable on such Notes for principal and interest, with interest on the overdue principal and, to the extent payment at such rate of interest shall be legally enforceable, on overdue installments of interest at the rate borne by the Notes, (2) any amounts due and payable by the Issuer under the Hedge Agreements, including any termination amounts and any other amounts owed thereunder, and, in addition thereto, and (3) such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee and its agents and counsel, and all other amounts due and owing to the Indenture Trustee pursuant to Section 6.7.

(b) In case the Issuer shall fail forthwith to pay such amounts upon such demand, the Indenture Trustee, in its own name and as trustee of an express trust, may institute a Proceeding for the collection of the sums so due and unpaid, and may prosecute such Proceeding to judgment or final decree, and may enforce the same against the Issuer or other obligor upon such Notes and collect in the manner provided by Law out of the property of the Issuer or other obligor upon such Notes, wherever situated, the monies adjudged or decreed to be payable.

(c) If an Event of Default occurs and is continuing, the Indenture Trustee may, as more particularly provided in Section 5.4, proceed to protect and enforce its rights and the rights of the Noteholders and the Hedge Counterparties, by such appropriate Proceedings as the Indenture Trustee may deem necessary to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy or legal or equitable right vested in the Indenture Trustee by this Indenture or by Law.

(d) In case there shall be pending, relative to the Issuer or any other obligor upon the Notes or any Person having or claiming an ownership interest in the Collateral, Proceedings under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or other similar Law, or in case a receiver, assignee or trustee in bankruptcy or reorganization, or liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Issuer or its property or such other obligor or Person, or in case of any other comparable judicial Proceedings relative to the Issuer or other obligor upon the Notes, or to the creditors or property of the Issuer or such other obligor, the Indenture Trustee, irrespective of whether the principal of any Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Indenture Trustee shall have made any demand pursuant to the provisions of this Section 5.3, shall be entitled and empowered, by intervention in such Proceedings or otherwise:

(i) to file and prove a claim or claims for the whole amount of principal and interest owing and unpaid in respect of the Notes and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Indenture Trustee (including any claim for reasonable compensation to the Indenture Trustee and each predecessor Indenture Trustee, and their respective agents, attorneys and counsel, and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Indenture Trustee and each predecessor Indenture Trustee, except as a result of gross negligence or willful misconduct), the Noteholders and of the Hedge Counterparties allowed in such Proceedings;

(ii) unless prohibited by applicable Law and regulations, to vote as directed in writing by the Holders of Notes and the Hedge Counterparties in any election of a trustee, a standby trustee or Person performing similar functions in any such Proceedings;

(iii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute all amounts received with respect to the claims of the Noteholders, the Hedge Counterparties and the Indenture Trustee on their behalf; and

(iv) to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Indenture Trustee, the Holders of Notes and the Hedge Counterparties allowed in any Proceedings relative to the Issuer, its creditors and its property;

and any trustee, receiver, liquidator, custodian or other similar official in any such Proceeding is hereby authorized by each of such Noteholders and Hedge Counterparties to make payments to the Indenture Trustee and, in the event that the Indenture Trustee shall consent to the making of payments directly to such Noteholders or the Hedge Counterparties, to pay to the Indenture Trustee such amounts as shall be sufficient to cover reasonable compensation to the Indenture Trustee, each predecessor Indenture Trustee and their respective agents, attorneys and counsel, and all other expenses and liabilities incurred, and all advances made, by the Indenture Trustee and each predecessor Indenture Trustee except as a result of gross negligence or willful misconduct.

(e) Nothing herein contained shall be deemed to authorize the Indenture Trustee to authorize or consent to or vote for or accept or adopt on behalf of any Noteholder or any Hedge Counterparty any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof or the Hedge Agreements or the rights of any Hedge Counterparty thereof, or to authorize the Indenture Trustee to vote in respect of the claim of any Noteholder or any Hedge Counterparty in any such proceeding except, as aforesaid, to vote for the election of a trustee in bankruptcy or similar Person.

(f) All rights of action and of asserting claims under this Indenture, or under any of the Notes, may be enforced by the Indenture Trustee without the possession of any of the Notes or the production thereof in any trial or other Proceedings relative thereto, and any such action or Proceedings instituted by the Indenture Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment, subject to the payment of the expenses, disbursements and compensation of the Indenture Trustee, each predecessor Indenture Trustee and their respective agents and attorneys, shall be for the ratable benefit of the Holders of the Notes and the Hedge Counterparties.

(g) In any Proceedings brought by the Indenture Trustee (and also any Proceedings involving the interpretation of any provision of this Indenture to which the Indenture Trustee shall be a party), the Indenture Trustee shall be held to represent all the Holders of the Notes and the Hedge Counterparties, and it shall not be necessary to make any Noteholder or any Hedge Counterparty a party to any such Proceedings.

Section 5.4 Remedies; Priorities.

(a) If an Event of Default shall have occurred and be continuing, the Indenture Trustee may, or at the written direction of the Majority Noteholders (subject to the terms hereof) shall, do one or more of the following (subject to Section 5.5):

(i) institute Proceedings in its own name and as trustee of an express trust for the collection of all amounts then payable on the Notes and the Hedge Agreements (including any termination payments and any other amounts owed thereunder) or under this Indenture with respect thereto, whether by declaration or otherwise, enforce any judgment obtained and collect from the Issuer and any other obligor upon such Notes monies adjudged due;

(ii) institute Proceedings from time to time for the complete or partial foreclosure of this Indenture with respect to the Collateral;

(iii) exercise any remedies of a secured party under the UCC and take any other appropriate action to protect and enforce the rights and remedies of the Indenture Trustee, the Holders of the Notes and the Hedge Counterparties, including, for the avoidance of doubt, the exercise of any remedies available under the Basic Documents; and

(iv) sell the Collateral or any portion thereof or rights or interest therein, at one or more public or private sales called and conducted in any manner permitted by Law; provided, however, that the Indenture Trustee may not sell or otherwise liquidate the Collateral following an Event of Default, other than an Event of Default described in Section 5.l(a)(i) or (ii), unless (A) the Majority Noteholders consent thereto, (B) the proceeds of such sale or liquidation distributable to the Noteholders and the Hedge Counterparties are sufficient to discharge in full all amounts then due and unpaid upon such Notes for principal and interest and all amounts then due under the Hedge Agreements (including any termination payments and any other amounts owed thereunder) or (C) the Indenture Trustee determines that the Collateral will not continue to provide sufficient funds for the payment of principal of and interest on the Notes as they would have become due if the Notes had not been declared immediately due and payable, and the Indenture Trustee obtains the consent of one hundred percent (100%) of the Outstanding Notes. In determining such sufficiency or insufficiency with respect to clauses (B) and (C), the Indenture Trustee may, but need not, obtain and rely upon an opinion of an Independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the Collateral for such purpose.

(b) If the Indenture Trustee collects any money or property pursuant to this Article V, it shall deposit such money or property to the Collection Account as Collections to be applied pursuant to Article VIII hereof.

If the Indenture Trustee collects any money or property pursuant to this Article V, the Indenture Trustee may fix a record date and payment date for any payment to Noteholders pursuant to this Section 5.4. At least fifteen (15) days before such record date, the Issuer shall mail, by overnight mail, to each Noteholder and each Hedge Counterparty and the Indenture Trustee a notice that states the record date, the payment date and the amount to be paid.

The Indenture Trustee shall incur no liability as a result of any sale (whether public or private) of the Collateral or any part thereof pursuant to this Section 5.4 that is conducted in a commercially reasonably manner. Each of the Issuer and the Noteholders hereby waives any claim against the Indenture Trustee arising by reason of the fact that the price at which the Collateral may have been sold at such sale (whether public or private) was less than the price that might have been obtained otherwise, even if the Indenture Trustee accepts the first offer received and does not offer the Collateral to more than one offeree, so long as such sale is conducted in a commercially reasonable manner. Each of the Issuer and the Noteholders hereby agree that in respect of any sale of the Collateral pursuant to the terms hereof, the Indenture Trustee is authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of applicable Law, or in order to obtain any required approval of the sale or of the purchaser by any governmental authority or official, and the Issuer and the Noteholders further agree that such compliance shall not, in and of its self, result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall the Indenture Trustee be liable or accountable to the Issuer or any Noteholders for any discount allowed by reason of the fact that the Collateral or any part thereof is sold in compliance with any such limitation or restriction.

Section 5.5 Optional Preservation of the Assets. If the Notes have been declared to be immediately due and payable under Section 5.2 following an Event of Default and such declaration and its consequences have not been rescinded and annulled, the Indenture Trustee may, but need not, elect to maintain possession of the Collateral. In the event that the Indenture Trustee elects to maintain possession of the Collateral, the Indenture Trustee shall provide written notice of such election to each such Rating Agency. It is the desire of the parties hereto, the Noteholders and the Hedge Counterparties that there be at all times sufficient funds for the payment of principal of and interest on the Notes and payment of any amounts due under the Hedge Counterparties (including any termination payments and any other amounts owed thereunder), and the Indenture Trustee shall take such desire into account when determining whether or not to maintain possession of the Collateral. In determining whether to maintain possession of the Collateral, the Indenture Trustee may, but need not, obtain (at the expense of the Issuer) and rely upon an opinion of an Independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the Collateral for such purpose.

Section 5.6 Limitation of Suits. No Holder of any Note shall have any right to institute any Proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(i) such Holder has previously given written notice to the Indenture Trustee of a continuing Event of Default;

(ii) the Majority Noteholders have consented to or made written request to the Indenture Trustee to institute such Proceeding in respect of such Event of Default in its own name as Indenture Trustee hereunder;

(iii) such Holder or Holders have offered to the Indenture Trustee indemnity reasonably satisfactory to it against the costs, expenses and liabilities to be incurred in complying with such request;

(iv) the Indenture Trustee for sixty (60) days after its receipt of such notice, request and offer of indemnity has failed to institute such Proceedings; and

(v) no direction inconsistent with such written request has been given to the Indenture Trustee during such sixty (60) day period by the Majority Noteholders.

It is understood and intended that no one or more Holders of Notes shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Holders of Notes or any Hedge Counterparties, or to obtain or to seek to obtain priority or preference over any other Holders or any Hedge Counterparties, or to enforce any right under this Indenture, except in the manner herein provided.

Section 5.7 Unconditional Rights of Hedge Counterparties and Noteholders to Receive Principal, Interest, and Payments of Other Obligations. Notwithstanding any other provisions in this Indenture, (a) the Holder of any Note shall have the right, which is absolute and unconditional, to receive payment of the principal of and interest, if any, on such Note on or after the respective due dates thereof expressed in such Note or in this Indenture (or, in the case of redemption, on or after the Redemption Date), (b) each Hedge Counterparty shall have the right, which is absolute and unconditional, to receive payment of any obligations of the Issuer under the Hedge Agreements (including the termination amounts and any other amounts owed thereunder) on or after the respective due dates thereof expressed in the applicable Hedge Agreement or in this Indenture, and (c) each Noteholder and Hedge Counterparty shall have the right to institute suit for the enforcement of any such payment, and such right shall not be impaired without the consent of such Holder or the Hedge Counterparties.

Section 5.8 Restoration of Rights and Remedies. If the Indenture Trustee, any Noteholder or any Hedge Counterparty has instituted any Proceeding to enforce any right or remedy under this Indenture and such Proceeding has been discontinued or abandoned for any reason or has been determined adversely to the Indenture Trustee, to such Noteholder or to such Hedge Counterparty, then and in every such case the Issuer, the Indenture Trustee, the Noteholders and the Hedge Counterparties shall, subject to any determination in such Proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Indenture Trustee, the Noteholders and the Hedge Counterparties shall continue as though no such Proceeding had been instituted.

Section 5.9 Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Indenture Trustee, to the Noteholders or to the Hedge Counterparties is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by Law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at Law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 5.10 Delay or Omission Not a Waiver. No delay or omission of the Indenture Trustee, any Holder of any Note or any Hedge Counterparty to exercise any right or remedy accruing upon any Default or Event of Default shall impair any such right or remedy or constitute a waiver of any such Default or Event of Default or an acquiescence therein. Every right and remedy given by this Article V or by Law to the Indenture Trustee, to the Noteholders or to the Hedge Counterparties may be exercised from time to time, and as often as may be deemed expedient, by the Indenture Trustee, by the Noteholders or by the Hedge Counterparties, as the case may be.

Section 5.11 Control by Noteholders. The Majority Noteholders shall have the right to direct the time, method and place of conducting any Proceeding for any remedy available to the Indenture Trustee with respect to the Notes or exercising any trust or power conferred on the Indenture Trustee; provided, that:

(i) such direction shall not be in conflict with any rule of Law or with this Indenture;

(ii) such rights shall be subject to the express terms of Section 5.4(a)(iv);

(iii) if the conditions set forth in Section 5.5 have been satisfied and the Indenture Trustee elects to retain the Collateral pursuant to such Section, then any written direction to the Indenture Trustee by Holders of Notes representing less than one hundred percent (100%) of the Outstanding Amount of the Notes to sell or liquidate the Collateral shall be of no force and effect;

(iv) the Indenture Trustee may take any other action deemed proper by the Indenture Trustee that is not inconsistent with such direction; and

(v) the Majority Noteholders have offered to the Indenture Trustee indemnity satisfactory to it against the costs, expenses and liabilities to be incurred in complying with such direction.

Notwithstanding the rights of Noteholders set forth in this Section 5.11, subject to Section 6.1, the Indenture Trustee need not take any action that it determines might involve it in liability or might adversely affect the rights of any Noteholders not consenting to such action or the rights of any Hedge Counterparties.

Section 5.12 Waiver of Past Defaults. Prior to the declaration of the acceleration of the maturity of the Notes as provided in Section 5.2, the Majority Noteholders may waive any past Default or Event of Default and its consequences except a Default or Event of Default (a) in payment of principal of or interest on any of the Notes, (b) arising under any Hedge Agreement, (c) in respect of a covenant or provision hereof which cannot be modified or amended without the consent of the Holder of each Note, or

(a) occurring as a result of an event specified in Section 5.1(a)(iv) or (v). In the case of any such waiver, the Issuer, the Indenture Trustee, the Holders of the Notes and the Hedge Counterparties shall be restored to their former positions and rights hereunder, respectively; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereto.

Upon any such waiver, such Default or Event of Default shall cease to exist and be deemed to have been cured and not to have occurred, and any Event of Default arising therefrom shall be deemed to have been cured and not to have occurred, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereto. The Indenture Trustee shall promptly give written notice of any such waiver to each Rating Agency.

Section 5.13 Undertaking for Costs. All parties to this Indenture agree, and each Holder of a Note by such Holder's acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Indenture Trustee for any action taken, suffered or omitted by it as Indenture Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees and reasonable expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section 5.13 shall not apply to

(a) any suit instituted by the Indenture Trustee, (b) any suit instituted by any Noteholder, or group of Noteholders, in each case holding Notes evidencing in the aggregate more than 10% of the Outstanding Amount or (c) any suit instituted by any Noteholder for the enforcement of the payment of principal of or interest on any Note on or after the respective due dates expressed in such Note and in this Indenture (or, in the case of redemption, on or after the Redemption Date).

Section 5.14 Waiver of Stay or Extension Laws. The Issuer covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension Law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Issuer (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such Law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Indenture Trustee, but will suffer and permit the execution of every such power as though no such Law had been enacted.

Section 5.15 Action on Notes or Hedge Agreements. The Indenture Trustee's right to seek and recover judgment on the Notes or the Hedge Agreements or under this Indenture shall not be affected by the seeking, obtaining or application of any other relief under or with respect to this Indenture. Neither the lien of this Indenture nor any rights or remedies of the Indenture Trustee, the Noteholders or the Hedge Counterparties shall be impaired by the recovery of any judgment by the Indenture Trustee against the Issuer or by the levy of any execution under such judgment upon any portion of the Collateral or upon any of the assets of the Issuer. Any money or property collected by the Indenture Trustee shall be applied in accordance with Section 5.4(b).

Section 5.16 Performance and Enforcement of Certain Obligations.

(a) The Issuer shall take all such lawful action as the Indenture Trustee, at the direction of the Majority Noteholders, shall request to compel or secure the performance and observance by the Manager of its obligations to the Issuer under or in connection with the Management Services Agreement or by Diversified and the Depositor of their obligations under or in connection with the Asset Purchase Agreements, and to exercise any and all rights, remedies, powers and privileges lawfully available to the Issuer under or in connection with the Management Services Agreement and the Asset Purchase Agreements to the extent and in the manner directed by the Indenture Trustee, at the written direction of the Majority Noteholders, including the transmission of notices of default under the Management Services Agreement on the part of the Manager thereunder, claims for indemnification by the Issuer against Diversified and the Depositor under the Asset Purchase Agreements and the institution of legal or administrative actions or proceedings to compel or secure performance by the Manager of its obligations under the Management Services Agreement and by Diversified and the Depositor under the Asset Purchase Agreements.

(b) If an Event of Default has occurred and is continuing, the Indenture Trustee may, and at the direction (which direction shall be in writing) of the Majority Noteholders, shall, (subject to the terms hereof) exercise all rights, remedies, powers, privileges and claims of the Issuer against the Manager under or in connection with the Management Services Agreement, or against Diversified and the Depositor under or in connection with the Asset Purchase Agreements, including the right or power to take any action to compel or secure performance or observance by the Manager, of its obligations to the Issuer under the Management Services Agreement or by Diversified and the Depositor, of their obligations to the Issuer under the Asset Purchase Agreements, and to give any consent, request, notice, direction, approval, extension or waiver under the Management Services Agreement or the Asset Purchase Agreements, as the case may be, and any right of the Issuer to take such action shall be suspended.

ARTICLE VI

THE INDENTURE TRUSTEE

Section 6.1 Duties of Indenture Trustee.

(a) If an Event of Default has occurred and is continuing, the Indenture Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except as directed in writing by the Majority Noteholders or any other percentage of Noteholders required hereby the Indenture Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and the other Basic Documents to which it is a party and no implied covenants or obligations shall be read into this Indenture or such other Basic Documents against the Indenture Trustee. In the absence of gross negligence or willful misconduct on its part, the Indenture Trustee may conclusively rely upon certificates or opinions furnished to the Indenture Trustee and conforming to the requirements of this Indenture, as to the truth of the statements and the correctness of the opinions expressed therein; however, in the case of certificates or opinions specifically required by any provision of this Indenture to be furnished to it, the Indenture Trustee shall examine the certificates and opinions to determine whether or not they conform on their face to the requirements of this Indenture (but need not confirm or investigate the accuracy of any mathematical calculations or other facts stated therein).

(c) The Indenture Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of paragraph (b) of this Section 6.1;

(ii) the Indenture Trustee shall not be liable for any error of judgment

made in good faith by the Indenture Trustee unless it is proved that the Indenture Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Indenture Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 5.11.

(d) Every provision of this Indenture that in any way relates to the Indenture Trustee is subject to this Section 6.1 and Section 6.2.

(e) The Indenture Trustee shall not be liable for interest on any money received by it except as the Indenture Trustee may agree in writing with the Issuer.

(f) Money held on behalf of the Noteholders by the Indenture Trustee need not be segregated from other funds except to the extent required by Law or the terms of this Indenture or the Management Services Agreement.

(g) No provision of this Indenture shall require the Indenture Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds to believe that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it, and none of the provisions contained in this Indenture shall in any event require the Indenture Trustee to perform, or be responsible for the performance of, any of the obligations of the Manager or the Back-up Manager under this Indenture or the Basic Documents.

(h) The Indenture Trustee shall have no duty (i) to see to any recording, filing, or depositing of this Indenture or any agreement referred to herein or any financing statement or continuation statement evidencing a security interest, or to see to the maintenance of any such recording or filing or depositing or to any re-recording, refiling or redepositing of any thereof or otherwise to monitor the perfection, continuation of perfection or the sufficiency or validity of any security interest related to the Collateral, (ii) to see to any insurance or (iii) subject to the other provisions of this Indenture and the Basic Documents, to see to the payment or discharge of any tax, assessment, or other governmental charge or any lien or encumbrance of any kind owing with respect to, assessed or levied against, any part of the Collateral.

(i) The Indenture Trustee shall not be charged with knowledge of any Default, Event of Default, Material Manager Default or breach of representation or warranty unless either (1) a Responsible Officer of the Indenture Trustee shall have actual knowledge of such Default, Event of Default or breach of representation or warranty or (2) written notice of such Default, Event of Default or breach of representation or warranty shall have been given to a Responsible Officer of the Indenture Trustee in accordance with the provisions of this Indenture. For the avoidance of doubt, receipt by the Indenture Trustee of a Payment Date Report shall not constitute actual knowledge of any breach of representation or warranty.

Section 6.2 Rights of Indenture Trustee.

(a) The Indenture Trustee may conclusively rely on any document believed by it to be genuine and to have been signed or presented by the proper person.

(b) Before the Indenture Trustee acts or refrains from acting, it may require an Officer's Certificate of the Issuer or an Opinion of Counsel. The Indenture Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on an Officer's Certificate or Opinion of Counsel.

(c) The Indenture Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys or a custodian or nominee, and the Indenture Trustee shall not be responsible for any misconduct or negligence on the part of, or for the supervision of, any such agent, attorney, custodian or nominee appointed absent gross negligence or willful misconduct.

(d) The Indenture Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers; provided, that the Indenture Trustee's conduct does not constitute gross negligence or willful misconduct.

(e) The Indenture Trustee may consult with counsel, accountants and other experts of its own selection (which may include counsel to the Issuer, the Depositor, the Noteholders and/or the Hedge Counterparties), and the advice or opinion of such counsel, accountants and other experts with respect to legal or other matters relating to this Indenture and the Notes shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel, accountants and other experts.

(f) The Indenture Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture or to institute, conduct or defend any litigation hereunder or in relation hereto or to honor the request or direction of any of the Noteholders pursuant to this Indenture, unless such Noteholders shall have offered to the Indenture Trustee security or indemnity satisfactory to it against the reasonable costs, expenses, disbursements, advances and liabilities which might be incurred by it, its agents and its counsel in compliance with such request or direction.

(g) The Indenture Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document (including electronic communications), unless requested in writing to do so by the Holders of Notes representing at least 25% of the Notes; provided, that if the payment within a reasonable time to the Indenture Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Indenture Trustee, not reasonably assured to the Indenture Trustee by the security afforded to it by the terms of this Indenture, the Indenture Trustee may require indemnity satisfactory to the Indenture Trustee in its reasonable discretion against such cost, expense or liability as a condition to taking any such action. In no event shall the Indenture Trustee have any responsibility to monitor Diversified's compliance with or be charged with knowledge of the Credit Risk Retention Rules, nor shall it be liable to any Noteholder or any party whatsoever for violation of such rules or requirements or such similar provisions now or hereafter in effect.

(h) The right of the Indenture Trustee to perform any discretionary act enumerated in this Indenture or any other Basic Document to which it is a party shall not be construed as a duty or obligation, and the Indenture Trustee shall not be answerable under this Indenture or any other Basic Document to which it is a party for anything other than its gross negligence or willful misconduct in the performance of such act.

(i) The rights, privileges, protections, immunities and benefits given to the Indenture Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Indenture Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder. In connection with its actions under any other Basic Document to which it is a party, the Indenture Trustee shall also be afforded all of the rights, privileges, protections, immunities and benefits given to it herein, including, without limitation, its right to be indemnified, as if set forth in full therein, *mutatis mutandis*.

(j) In no event shall the Indenture Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, any act or provision of any present or future law or regulation or governmental authority, strikes, work stoppages, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, epidemics, pandemics, quarantines, and interruptions, loss or malfunctions of utilities, communications or computer (hardware or software) systems and services, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility; it being understood that the Indenture Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

(k) In no event shall the Indenture Trustee be liable (i) for special, consequential, indirect or punitive damages (including lost profits), (ii) for the acts or omissions of its nominees, correspondents, clearing agencies or securities depositories and (iii) for the acts or omissions of brokers or dealers even if the Indenture Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(l) In no event shall the Indenture Trustee be liable for the failure to perform its duties hereunder if such failure is a direct or proximate result of another party's failure to perform its obligations hereunder.

(m) As to any fact or matter the manner of ascertainment of which is not specifically described herein, the Indenture Trustee shall be entitled to receive and may for all purposes hereof conclusively rely on a certificate, signed by an officer of any duly authorized Person, as to such fact or matter, and such certificate shall constitute full protection to the Indenture Trustee for any action taken or omitted to be taken by it in good faith reliance thereon.

(n) Any Opinion of Counsel requested by the Indenture Trustee shall be an expense of the party requesting the Indenture Trustee to act or refrain from acting or otherwise shall be an expense of the Issuer.

(o) The Indenture Trustee or its Affiliates are permitted to receive additional compensation that could be deemed to be in the Indenture Trustee's economic self-interest for (i) serving as investment adviser, administrator, shareholder servicing agent, custodian or sub-custodian, (ii) using Affiliates to effect transactions in certain investments (if directed) and (iii) effecting transactions in certain investments (if directed). Such compensation shall not be considered an amount that is reimbursable or payable to the Indenture Trustee as part of the compensation hereunder.

(p) Neither the Indenture Trustee nor the Issuer shall be responsible for the acts or omissions of the other, it being understood that this Indenture shall not be construed to render them partners, joint venturers or agents (unless expressly set forth herein) of one another.

(q) The Indenture Trustee shall not have any obligation or liability to take any action or to refrain from taking any action hereunder that requires written direction in the absence of such written direction as provided hereunder.

(r) The Indenture Trustee shall not be required to give any bond or surety with respect to the execution of the trust created hereby or the powers granted hereunder.

(s) The Indenture Trustee may, from time to time, request that the Issuer deliver a certificate (upon which the Indenture Trustee may conclusively rely) setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture or any other Basic Document together with a specimen signature of such authorized officers; provided, however, that from time to time, the Issuer may, by delivering to the Indenture Trustee a revised certificate, change the information previously provided by it pursuant to this Section 6.02(s), but the Indenture Trustee shall be entitled to conclusively rely on the then current certificate until receipt of a superseding certificate.

(t) Except for notices, reports and other documents expressly required to be furnished to the Holders or the Hedge Counterparties by the Indenture Trustee hereunder, the Indenture Trustee shall not have any duty or responsibility to provide any Holder with any information concerning the transaction contemplated hereby, the Issuer, the servicer or any other parties to any other Basic Document which may come into the possession of the Indenture Trustee or any of its officers, directors, employees, representatives or attorneys in fact.

If at any time the Indenture Trustee is served with any arbitral, judicial or administrative order, judgment, award, decree, writ or other form of arbitral, judicial or administrative process which in any way affects this Indenture, the Notes, the Collateral or any part thereof or funds held by it (including, but not limited to, orders of attachment or garnishment or other forms of levies or injunctions), it shall be authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate; and if the Indenture Trustee complies with any such arbitral, judicial or administrative order, judgment, award, decree, writ or other form of arbitral, judicial or administrative process, the Indenture Trustee shall not be liable to any of the parties hereto or to any other person or entity even though such order, judgment, award, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect

Section 6.3 Individual Rights of Indenture Trustee. The Indenture Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer or its Affiliates with the same rights it would have if it were not Indenture Trustee. Any Paying Agent, Note Registrar, co-registrar or co-paying agent may do the same with like rights. However, the Indenture Trustee must comply with Sections 6.11 and 6,12.

Section 6.4 Indenture Trustee's Disclaimer. The Indenture Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Issuer's use of the proceeds from the Notes, and it shall not be responsible for any statement of the Issuer in the Indenture or in any document issued in connection with the sale of the Notes or in the Notes other than the Indenture Trustee's certificate of authentication.

Section 6.5 Notice of Material Manager Defaults or Events of Default. Unless provided by Issuer (or the Manager on its behalf) on an earlier date, if a Material Manager Default, Warm Trigger Event, Rapid Amortization Event, Default or Event of Default occurs and is continuing and if it is known to the Indenture Trustee pursuant to Section 6.1(i), the Indenture Trustee shall mail to each Noteholder, each Hedge Counterparty and each Rating Agency notice of the Material Manager Default, Warm Trigger Event, Rapid Amortization Event, Default or Event of Default within five (5) days after receipt of such knowledge.

Section 6.6 Reports by Indenture Trustee. The Indenture Trustee shall make available within a reasonable period of time after the end of each calendar year to each Noteholder and each Hedge Counterparty such information furnished to the Indenture Trustee as may be required to enable such Holder or such Hedge Counterparty to prepare its federal and state income tax returns. On or before each Payment Date, the Indenture Trustee will post a copy of the statement or statements provided to the Indenture Trustee pursuant to Sections 7.1 and 8.9 hereof with respect to the applicable Payment Date and the Reserve Report pursuant to Section 8.5 hereof on its internet website promptly following its receipt thereof, for the benefit of the Noteholders, the Back-up Manager, the Hedge Counterparties and the Rating Agencies, and upon written request provide a copy thereof to the Hedge Counterparties and the Rating Agencies. The Indenture Trustee's internet website shall initially be located at *www.debtx.com*. The Indenture Trustee may change the way the statements and information are posted or distributed in order to make such distribution more convenient and/or accessible for the Noteholders, the Back-up Manager, the Hedge Counterparties and the Rating Agencies, and the Indenture Trustee shall provide on the website timely and adequate notification to all parties regarding any such change. As currently configured, the Indenture Trustee's website will automatically issue an email notification to any Noteholder who has registered its email address with the Indenture Trustee of any posting of information to such website. Promptly after the Closing Date, the Indenture Trustee will send by email a registration link for such website to each Noteholder with an email address listed on Schedule B to the Note Purchase Agreement at such email address. Each Noteholder shall be responsible for its own registration for such website and the Indenture Trustee shall not have any obligation to monitor any Noteholder's registration status. The Indenture Trustee shall not have any liability in connection with its website failing to automatically deliver the email notifications referenced in this Section 6.6 absent gross negligence or willful misconduct on its part.

Section 6.7 Compensation and Indemnity. The Issuer shall pay to the Indenture Trustee from time to time reasonable compensation for its services as agreed between the Issuer and the Indenture Trustee in writing from time to time. The Indenture Trustee's compensation shall not be limited by any Law on compensation of a trustee of an express trust. The Issuer shall reimburse the Indenture Trustee for all reasonable and documented out-of-pocket expenses incurred or made by it, including costs of collection, in addition to the compensation for its services. Such expenses shall include the reasonable and documented compensation and expenses, disbursements and advances of the Indenture Trustee's agents, counsel, accountants and experts; provided, that, reimbursement for expenses and disbursements of any legal counsel to the Indenture Trustee may be subject to any limitations separately agreed upon in writing before the date hereof between the Issuer and the Indenture Trustee. The Issuer shall indemnify the Indenture Trustee for, and hold it and its officers, directors, employees, representatives and agents harmless against any and all loss, liability, claim, damage or expense, including reasonable and documented legal and consulting fees and expenses and including, without limitation, any legal fees, costs and expenses incurred in connection with any enforcement (including any action, claim or suit brought by the Indenture Trustee of any indemnification or other obligation of the Issuer or the Manager), incurred by it in connection with the administration of this Indenture and the performance of its duties hereunder, including with respect to any Environmental Liabilities, compliance with Environmental Laws and the generation, use, presence or release of Hydrocarbons or Hazardous Materials. The Indenture Trustee shall notify the Issuer and the Manager promptly of any claim of which the Indenture Trustee has received written notice for which it may seek indemnity. Failure by the Indenture Trustee to so notify the Issuer and the Manager shall not relieve the Issuer or the Manager of its obligations hereunder. The Issuer may defend any such claim, and the Indenture Trustee may have separate counsel in connection with the defense of any such claim and the Issuer shall pay the fees and expenses of such counsel. The Issuer need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Indenture Trustee through the Indenture Trustee's own gross negligence or willful misconduct.

The Issuer's payment obligations to the Indenture Trustee pursuant to this Section shall survive the resignation or removal of the Indenture Trustee and the discharge of this Indenture. When the Indenture Trustee incurs fees or expenses after the occurrence of a Default specified in Section 5.1(a)(iv) or 5.1(a)(v) with respect to the Issuer, the expenses are intended to constitute expenses of administration under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or similar Law.

Section 6.8 Replacement of Indenture Trustee. No resignation or removal of the Indenture Trustee and no appointment of a successor Indenture Trustee shall become effective until the acceptance of appointment by the successor Indenture Trustee pursuant to this Section 6.8. The Indenture Trustee may resign at any time with thirty (30) days' prior written notice by so notifying the Issuer and the Depositor (with a copy to each Noteholder, each Hedge Counterparty and each Rating Agency). The Majority Noteholders may remove the Indenture Trustee with thirty (30) days' prior written notice by so notifying the Indenture Trustee, the Depositor and the Hedge Counterparties and may appoint a successor Indenture Trustee. The Issuer shall remove the Indenture Trustee if:

(i) the Indenture Trustee fails to comply with Section 6.11;

(ii) the Indenture Trustee is adjudged bankrupt or insolvent;

(iii) a receiver or other public officer takes charge of the Indenture Trustee or its property; or

(iv) the Indenture Trustee otherwise becomes incapable of acting.

If no Default or Event of Default has occurred and is continuing, and if the Indenture Trustee resigns or is removed or if a vacancy exists in the office of Indenture Trustee for any reason (the Indenture Trustee in such event being referred to herein as the retiring Indenture Trustee), the Issuer shall appoint a replacement indenture trustee with the consent of the Majority Noteholder and of the Hedge Counterparties (in either case, such consent not to be unreasonably withheld, conditioned, or delayed) as soon as reasonably practicable, but in any event within thirty (30) days following such event; provided that if the Issuer shall not have appointed a replacement indenture trustee by the end of such thirty (30) day period other than as a result of the failure of the Majority Noteholders or the Hedge Counterparties to have reasonably consented, the Majority Noteholders shall have the right to appoint the replacement with the consent of the Issuer and of the Hedge Counterparties (in either case, such consent not to be unreasonably withheld, conditioned, or delayed), and the Issuer shall notify the Depositor and each Rating Agency of such appointment. If a Default or Event of Default has occurred and is continuing, any replacement of the Indenture Trustee hereunder shall be done by the Majority Noteholders.

A successor Indenture Trustee shall deliver a written acceptance of its appointment to the retiring Indenture Trustee, the Issuer, the Depositor, each Noteholder, and each Hedge Counterparty. Thereupon the resignation or removal of the retiring Indenture Trustee shall become effective, and the successor Indenture Trustee shall have all the rights, powers and duties of the Indenture Trustee under this Indenture. The successor Indenture Trustee shall mail a notice of its succession to Noteholders and the Hedge Counterparties. The retiring Indenture Trustee shall promptly transfer all property held by it as Indenture Trustee to the successor Indenture Trustee.

If a successor Indenture Trustee does not take office within thirty (30) days after the retiring Indenture Trustee resigns or is removed, the retiring Indenture Trustee, the Issuer or the Majority Noteholders may, at the expense of the Issuer, petition any court of competent jurisdiction for the appointment of a successor Indenture Trustee.

If the Indenture Trustee fails to comply with Section 6.11, any Noteholder or any Hedge Counterparty may petition any court of competent jurisdiction for the removal of the Indenture Trustee and the appointment of a successor Indenture Trustee.

Notwithstanding the replacement of the Indenture Trustee pursuant to this Section 6.8, the Issuer's obligations under Section 6.7 shall continue for the benefit of the retiring Indenture Trustee.

Section 6.9 Successor Indenture Trustee by Merger. If the Indenture Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee corporation or banking association without any further act shall be the successor Indenture Trustee; provided, that such corporation or banking association shall be otherwise qualified and eligible under Section 6.11. The Indenture Trustee shall provide Diversified, the Depositor, Holders and each Rating Agency with prior written notice of any such transaction.

Section 6.10 Appointment of Co-Indenture Trustee or Separate Indenture Trustee.

(a) Notwithstanding any other provisions of this Indenture, at any time, for the purpose of meeting any legal requirement of any jurisdiction in which any part of the Collateral may at the time be located, the Indenture Trustee shall have the power and may execute and deliver all instruments to appoint one or more Persons to act as a co-trustee or co-trustees, or separate trustee or separate trustees, of all or any part of the Issuer, and to vest in such Person or Persons, in such capacity and for the benefit of the Noteholders and each Hedge Counterparty, such title to the Collateral, or any part hereof, and, subject to the other provisions of this Section 6.10, such powers, duties, obligations, rights and trusts as the Indenture Trustee may consider necessary or desirable. No co-trustee or separate trustee hereunder shall be required to meet the terms of eligibility as a successor trustee under Section 6.11 and no notice to Noteholders of the appointment of any co-trustee or separate trustee shall be required under Section 6.8 hereof.

(b) Every separate trustee and co-trustee shall, to the extent permitted by Law, be appointed and act subject to the following provisions and conditions:

(i) all rights, powers, duties and obligations conferred or imposed upon the Indenture Trustee shall be conferred or imposed upon and exercised or performed by the Indenture Trustee and such separate trustee or co-trustee jointly (it being understood that such separate trustee or co-trustee is not authorized to act separately without the Indenture Trustee joining in such act), except to the extent that under any Law of any jurisdiction in which any particular act or acts are to be performed the Indenture Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the Collateral or any portion thereof in any such jurisdiction) shall be exercised and performed singly by such separate trustee or co-trustee, but solely at the direction of the Indenture Trustee;

(ii) no trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder; and

(iii) the Indenture Trustee may at any time accept the resignation of or remove any separate trustee or co-trustee.

(c) Any notice, request or other writing given to the Indenture Trustee shall be deemed to have been given to each of the then separate trustees and co-trustees, as effectively as if given to each of them. Every instrument appointing any separate trustee or co-trustee shall refer to this Indenture and the conditions of this Article VI. Each separate trustee and co-trustee, upon its acceptance of the trusts conferred, shall be vested with the estates or property specified in its instrument of appointment, either jointly with the Indenture Trustee or separately, as may be provided therein, subject to all the provisions of this Indenture, specifically including every provision of this Indenture relating to the conduct of, affecting the liability of, or affording protection to, the Indenture Trustee. Every such instrument shall be filed with the Indenture Trustee.

(d) Any separate trustee or co-trustee may at any time constitute the Indenture Trustee, its agent or attorney-in-fact with full power and authority, to the extent not prohibited by Law, to do any lawful act under or in respect of this Indenture on its behalf and in its name. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of its estates, properties, rights, remedies and trusts shall vest in and be exercised by the Indenture Trustee, to the extent permitted by Law, without the appointment of a new or successor trustee.

Section 6.11 Eligibility; Disqualification. The Indenture Trustee shall have a combined capital and surplus of at least $500,000,000 as set forth in its most recent published annual report of condition, and the time deposits of the Indenture Trustee shall be rated at least A- (or equivalent) by Fitch and one other NRSRO, to the extent that Fitch rates the Notes, and otherwise, two NRSROs.

Section 6.12 Representations and Warranties of the Indenture Trustee. The Indenture Trustee hereby makes the following representations and warranties on which the Issuer, Noteholders and the Hedge Counterparties shall rely:

(a) the Indenture Trustee is a national banking association duly organized and validly existing under the Laws of the jurisdiction of its formation;

(b) the Indenture Trustee has full power, authority and legal right to execute, deliver, and perform this Indenture and shall have taken all necessary action to authorize the execution, delivery and performance by it of this Indenture;

(c) the execution, delivery and performance by the Indenture Trustee of this Indenture (i) shall not violate any provision of any Law or regulation governing the banking and trust powers of the Indenture Trustee or any order, writ, judgment or decree of any court, arbitrator, or governmental authority applicable to the Indenture Trustee or any of its assets, (ii) shall not violate any provision of the corporate charter or bylaws of the Indenture Trustee and (iii) shall not violate any provision of, or constitute, with or without notice or lapse of time, a default under, or result in the creation or imposition of any lien on any properties included in the Collateral pursuant to the provisions of any mortgage, indenture, contract, agreement or other undertaking to which it is a party, which violation, default or lien could reasonably be expected to have a materially adverse effect on the Indenture Trustee's performance or ability to perform its duties under this Indenture or on the transactions contemplated in this Indenture;

(d) no consent, license, approval or authorization of, or filing or registration with, any governmental authority, bureau or agency is required to be obtained that has not been obtained by the Indenture Trustee in connection with the execution, delivery or performance by the Indenture Trustee of the Basic Documents; and

(e) this Indenture has been duly executed and delivered by the Indenture Trustee and constitutes the legal, valid and binding agreement of the Indenture Trustee, enforceable in accordance with its terms.

ARTICLE VII
INFORMATION REGARDING THE ISSUER

Section 7.1 Financial and Business Information.

(a) Annual Statements — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, within one hundred and twenty (120) days after the end of each fiscal year of the Issuer, commencing with the fiscal year ended December 31, 2022, duplicate copies of the audited consolidated financial statements of Diversified Corp. and its consolidated subsidiaries by an independent public accountant, which such independent public accountant shall be PricewaterhouseCoopers or another independent public accountant reasonably acceptable to the Majority Noteholders; provided, that upon receipt of such audited consolidated financial statements, the Indenture Trustee shall promptly make them available to Noteholders, the Hedge Counterparties, and the Rating Agencies on the Indenture Trustee's internet website.

(b) Quarterly Statements — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, within sixty (60) days after the end of each quarterly fiscal period in each fiscal year of the Issuer, commencing with the fiscal quarter of the Issuer ended March 31, 2022, duplicate copies of the following reports; provided, that upon receipt of such reports, the Indenture Trustee shall promptly make them available to Noteholders, the Hedge Counterparties, and the Rating Agencies on the Indenture Trustee's internet website:

(i) an unaudited consolidated balance sheet of Diversified Corp. and its consolidated subsidiaries as at the end of such quarter, and

(ii) unaudited consolidated statements of income, changes in shareholders' equity and cash flows of Diversified Corp. and its consolidated subsidiaries, for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter, in each case setting forth, starting with the fiscal quarter ended March 31, 2022, in comparative form the figures for the corresponding periods in the previous fiscal year, all in reasonable detail, prepared in accordance with IFRS, or, to the extent Diversified Corp. or its direct or indirect parent prepares its financial statements in accordance with GAAP, in accordance with GAAP, applicable to quarterly financial statements generally, and certified by a Senior Financial Officer of Diversified Corp. as fairly presenting, in all material respects, the financial position of the companies being reported on and their results of operations and cash flows, subject to changes resulting from year-end adjustments.

(c) Notice of Material Events — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, each Noteholder, and each Hedge Counterparty promptly, and in any event within three (3) Business Days after a Responsible Officer of the Issuer, the Manager or Diversified becomes aware of the existence of (i) any Rapid Amortization Event, (ii) Material Manager Default, (iii) Default, (iv) Event of Default, (v) any default under any Basic Document, (vi) any event that can be reasonably expected to cause a Material Adverse Effect, (vii) information that any Person has given any notice or taken any action with respect to a claimed default hereunder or (viii) Warm Trigger Event, an Officer's Certificate (with a copy to each Rating Agency) specifying the nature and period of existence and what action the Issuer is taking or proposes to take with respect thereto. The Issuer shall, at the Issuer's expense (in accordance with Section 8.6), promptly provide the Indenture Trustee, each Noteholder, each Hedge Counterparty, the Manager (or Back-up Manager) and the Rating Agencies with such additional information as any such party may reasonably request from time to time in connection with the matters so reported, and the actions so taken or contemplated to be taken.

(d) Notices from Governmental Body — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, each Noteholder, and each Hedge Counterparty promptly, and in any event within ten (10) days of receipt thereof, copies of any material notice to the Issuer from any Governmental Body (with a copy to each Rating Agency) relating to any order, ruling, statute or other Law or regulation.

(e) Notices under Material Agreement — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, each Noteholder, and each Hedge Counterparty promptly, and in any event within fifteen (15) days after delivery or receipt by the Issuer, copies of all notices of termination, Default or Event of Default, suspension of performance or any force majeure event given or received pursuant to or in respect of any material agreement to which it is a party or any other material notices or documents given or received pursuant to or in respect of any material agreement to which it is a party (with a copy to each Rating Agency).

(f) Payment Date Compliance Certificates — On or before the third (3rd) Business Day prior to each Payment Date, the Issuer shall deliver to the Indenture Trustee, each Noteholder, each Hedge Counterparty, and each Rating Agency, an Officer's Certificate to the effect that, except as provided in a notice delivered pursuant to Section 7.1(c), no potential Rapid Amortization Event or Rapid Amortization Event, no potential Material Manager Default or Material Manager Default, no potential Warm Trigger Event or Warm Trigger Event, no Default or Event of Default has occurred and is continuing (each, a "Payment Date Compliance Certificate").

(g) Ratings — Beginning with the year ended December 31, 2022, the Issuer shall annually obtain a ratings letter from at least one Rating Agency in accordance with Section 9.17 of the Note Purchase Agreement; provided, that upon receipt of such ratings letter from the Issuer, the Indenture Trustee shall promptly make such ratings letter available to Noteholders, the Hedge Counterparties, and the Rating Agencies on the Indenture Trustee's internet website.

Section 7.2 Visitation.

(a) If no Default or Event of Default then exists, the Issuer shall permit the representatives of each Noteholder that is an Institutional Investor to visit and inspect the offices or properties of the Issuer, to examine all its books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss its affairs, finances and accounts with the Issuer's officers, employees and independent certified public accountants, at such time as may be reasonably requested in writing; provided, however, that in no event shall the Issuer be required to permit the representatives of a Noteholder to visit more than one (1) time in any twelve-month period. Any visits contemplated by this Section 7.2(a) shall be at the sole expense of the requesting party.

(b) If a Default or Event of Default exists, the Issuer shall permit the representatives of each holder of a Note that is an Institutional Investor, at the expense of the Issuer, upon reasonable prior notice, to visit and inspect the offices or properties of the Issuer, to examine all its books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss its affairs, finances and accounts with the Issuer's officers, employees and independent certified public accountants, all at such times as may be reasonably requested and as often as may be requested. Any visits contemplated by this Section 7.2(b) shall be at the sole expense of the Issuer and not limited in number.

ARTICLE VIII
ACCOUNTS, DISBURSEMENTS AND RELEASES

Section 8.1 Deposit of Collections. The Issuer shall, or shall cause the Manager and the Operator on its behalf, to direct that all payments with respect to the Assets and all payments received under the Hedge Agreements (whether directly from a Hedge Counterparty or from Diversified Marketing) be made to the Agent Controlled Account or the Collection Account, respectively, in accordance with the Basic Documents; provided that amounts posted by a Hedge Counterparty as collateral to the Issuer under an applicable Hedge Agreement shall not be deposited in the Collection Account and shall not constitute Available Funds. The Issuer, and in the event any Collections are received by any Affiliate of the Issuer, if applicable, shall remit or cause such Affiliate to remit to the Agent Controlled Account or the Collection Account, as applicable, within two (2) Business Days of receipt thereof all such Collections received with respect to the Assets. Within ten (10) Business Days after the 25th calendar day of the month after the applicable month of production, the Issuer shall cause the Operator or the Manager (as applicable) to transfer all Collections on deposit into the Agent Controlled Account to the Collection Account (subject in any case to the expense and reimbursement provisions of the Joint Operating Agreement, including a reasonable estimate by the Operator of any such unpaid expense and reimbursement amounts) with respect to such production month. To the extent thereafter the Operator or the Manager (as applicable) definitively identifies Collections attributable to the Issuer pursuant to the Joint Operating Agreement subsequent to such deposit into the Collection Account, the Operator shall remit such funds to the Collection Account within two (2) Business Days of identification thereof. Notwithstanding anything contained herein to the contrary, the Indenture Trustee shall be authorized to accept instructions from the Manager (which shall be in writing) on behalf of the Issuer on a daily basis regarding withdrawals or order transfers of funds from the Collection Account, to the extent such funds have been mistakenly deposited into the Collection Account (including without limitation funds representing amounts due and payable on wells not part of the Assets). In the case of any withdrawal or transfer pursuant to the foregoing sentence, the Manager, on behalf of the Issuer, shall provide the Noteholders, the Hedge Counterparties and the Indenture Trustee with notice of such withdrawal or transfer, together with reasonable supporting details regarding such withdrawal or transfer and the mistaken deposit related thereto, on such date of withdrawal to be delivered by the Manager, on behalf of the Issuer (or in such earlier written notice as may be required by the Indenture Trustee from the Manager, on behalf of the Issuer, from time to time). Notwithstanding anything therein to the contrary, the Indenture Trustee shall be entitled to make withdrawals or order transfers of funds from the Collection Account, in the amount of all reasonable and appropriate out-of-pocket costs and expenses incurred by the Indenture Trustee in connection with any misdirected funds described in the second foregoing sentence. In the event a Rapid Amortization Event described under clause (v) thereof shall have occurred and be continuing, the Majority Noteholders shall have the right to direct any payor of Collections with respect to the Assets to deposit such payments to an account identified by the Majority Noteholders over which the Indenture Trustee has control pursuant to a control agreement or other method permitted under the applicable UCC.

Section 8.2 Establishment of Accounts.

(a) The Issuer, for the benefit of the Noteholders and each Hedge Counterparty, shall cause to be established and maintained with the Securities Intermediary a non-interest bearing trust account on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Collection Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders and each Hedge Counterparty. The Issuer, for the benefit of the Noteholders and each Hedge Counterparty, shall deposit, or cause its Affiliate to deposit, any and all funds received pursuant to any Hedge Agreement into the Collection Account, subject only to the terms of the Joint Operating Agreement; provided, however, any such amounts received as "Posted Collateral" pursuant to the terms of a Hedge Agreement as in effect on the date hereof shall be deposited into the Hedge Collateral Account.

(b) The Issuer, for the benefit of the Noteholders and each Hedge Counterparty, shall cause to be established and maintained with the Securities Intermediary a non-interest bearing trust account on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Asset Disposition Proceeds Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders and each Hedge Counterparty.

(c) The Issuer, for the benefit of the Noteholders and the Hedge Counterparties, shall cause to be established and maintained with the Securities Intermediary a non-interest bearing trust account on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Liquidity Reserve Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders and each Hedge Counterparty.

(d) The Issuer, for the benefit of the Noteholders and the Hedge Counterparties, shall cause to be established and maintained with the Securities Intermediary a non-interest bearing Eligible Account on behalf of the Indenture Trustee and in the name of the Indenture Trustee (the "P&A Reserve Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders and each Hedge Counterparty. To the extent a P&A Reserve Trigger has occurred with respect to the Issuer's most recently completed fiscal year, Available Funds shall be deposited into the P&A Reserve Account in an amount equal to the P&A Reserve Account Target Amount, all amounts then on deposit in the P&A Reserve Account shall be deposited into the Collection Account, where they will be considered part of Available Funds and distributed on such Payment Date pursuant to Section 8.6.

(e) The Issuer, for the benefit of the Noteholders and the Hedge Counterparties, may from to time to time by written direction to the Indenture Trustee cause to be established and maintained with the Securities Intermediary one or more accounts or sub-accounts on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Hedge Collateral Accounts"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders and the Hedge Counterparties. Amounts posted as collateral to the Issuer under an applicable Hedge Agreement shall be deposited in such accounts and held therein in accordance with the terms of the applicable Hedge Agreement. The Manager shall have the power to instruct the Indenture Trustee in writing to establish the Hedge Collateral Accounts and to make withdrawals and returns from the Hedge Collateral Accounts for the purpose of permitting the Issuer to carry out its respective duties under the applicable Hedge Agreement. Notwithstanding anything contained herein to the contrary, the parties hereby acknowledge and agree that any Hedge Counterparty's right to the return of any excess collateral posted under the Hedge Agreement, as determined in accordance with the terms of the relevant Hedge Agreement, and held in the Hedge Collateral Account, shall be senior in all respects to any rights or interests of the Indenture Trustee in such Hedge Collateral Account for the benefit of the Noteholders and the Hedge Counterparties.

(f) Funds on deposit in each of (i) the Collection Account, (ii) the Asset Disposition Proceeds Account, (iii) the Liquidity Reserve Account and (iv) the P&A Reserve Account (together, the "Issuer Accounts") shall be invested by the Indenture Trustee in Permitted Investments selected by the Manager. In absence of written direction from the Manager, such funds shall remain uninvested. All such Permitted Investments shall be held by the Indenture Trustee for the benefit of the Noteholders and the Hedge Counterparties; provided, that on each Payment Determination Date all interest and other Investment Earnings on funds on deposit in the Issuer Accounts shall be deposited into the Collection Account and shall be deemed to constitute a portion of Available Funds for the related Payment Date. Other than as permitted by the Majority Noteholders (with prompt notice to the Hedge Counterparties), funds on deposit in the Issuer Accounts shall be invested in Permitted Investments that will mature (A) not later than the Business Day immediately preceding the next Payment Date or (B) on or before 10:00 a.m. on such next Payment Date if such investment is held in the corporate trust department of the institution with which the Issuer Accounts are then maintained and is invested either (i) in a time deposit of the Indenture Trustee with a credit rating in one of the generic rating categories that signifies investment grade of at least one of the Rating Agencies (such account being maintained within the corporate trust department of the Indenture Trustee), or (ii) in the Indenture Trustee's common trust fund so long as such fund has a credit rating in one of the generic rating categories that signifies investment grade of at least one of the Rating Agencies; provided, further, that Permitted Investments shall be available for redemption and use by the Indenture Trustee on the relevant Payment Date. In no event shall the Indenture Trustee be held liable for investment losses in Permitted Investments pursuant to this Section 8.2(f), except in its capacity as obligor thereunder.

(g) The Indenture Trustee shall possess all right, title and interest in all funds on deposit from time to time in the Issuer Accounts and Hedge Collateral Accounts and in all proceeds thereof (including all income thereon) and all such funds, investments, proceeds and income shall be part of the Collateral. The Issuer Accounts shall be under the sole dominion and control of the Indenture Trustee for the benefit of the Noteholders and the Hedge Counterparties. If, at any time, any of the Issuer Accounts and/or Hedge Collateral Accounts cease to be an Eligible Account, the Indenture Trustee shall within ten (10) Business Days (or such longer period, not to exceed thirty (30) calendar days with the prior written consent the Majority Noteholders) establish a new Issuer Account and/or Hedge Collateral Accounts, as applicable, as an Eligible Account and shall transfer any cash and/or any investments to such new Issuer Account and/or Hedge Collateral Accounts, as applicable. The Indenture Trustee, Paying Agent or the other Person holding the Issuer Accounts and Hedge Collateral Accounts as provided in this Section 8.2(g) shall be the "Securities Intermediary." On the date hereof, the Securities Intermediary is the Indenture Trustee. If the Securities Intermediary shall be a Person other than the Indenture Trustee, the Manager shall obtain the express written agreement of such Person to the obligations of the Securities Intermediary set forth in this Section 8.2.

(i) The Securities Intermediary agrees, by its acceptance hereof, that:

(A) The Issuer Accounts and Hedge Collateral Accounts are securities accounts and are accounts to which Financial Assets will be credited.

(B) All securities or other property underlying any Financial Assets credited to the Issuer Accounts and Hedge Collateral Accounts shall be registered in the name of the Securities Intermediary, indorsed to the Securities Intermediary or in blank or credited to another securities account maintained in the name of the Securities Intermediary and in no case will any Financial Asset credited to any of the Issuer Accounts or Hedge Collateral Accounts be registered in the name of the Issuer or the Manager, payable to the order of the Issuer or the Manager or specially indorsed to the Manager or Diversified except to the extent the foregoing have been specially indorsed to the Securities Intermediary or in blank.

(C) All property delivered to the Securities Intermediary pursuant to this Indenture will be promptly credited to the appropriate Issuer Account or Hedge Collateral Accounts, as applicable.

(D) Each item of property (whether investment property, Financial Asset, security, instrument or cash) credited to an Issuer Account or Hedge Collateral Accounts, as applicable, shall be treated as a "financial asset" within the meaning of Section 8-102(a)(9) of the New York UCC.

(E) If at any time the Securities Intermediary shall receive any order from the Indenture Trustee directing transfer or redemption of any Financial Asset relating to the Issuer Accounts, or Hedge Collateral Accounts, as applicable, the Securities Intermediary shall comply with such entitlement order without further consent by the Issuer, the Manager or any other Person.

(F) The Issuer Accounts and Hedge Collateral Accounts shall be governed by the Laws of the State of New York, regardless of any provision in any other agreement. For purposes of the UCC, New York shall be deemed to be the Securities Intermediary's jurisdiction and the Issuer Accounts and Hedge Collateral Accounts (as well as the securities entitlements (as defined in Section 8-102(a)(17) of the UCC) related thereto) shall be governed by the Laws of the State of New York.

(G) The Securities Intermediary has not entered into, and until the termination of this Indenture will not enter into, any agreement with any other person relating to the Issuer Accounts or Hedge Collateral Accounts and/or any Financial Assets credited thereto pursuant to which it has agreed to comply with entitlement orders (as defined in Section 8-102(a)(8) of the New York UCC) of such other person and the Securities Intermediary has not entered into, and until the termination of this Indenture will not enter into, any agreement with the Issuer, the Manager or the Indenture Trustee purporting to limit or condition the obligation of the Securities Intermediary to comply with entitlement orders as set forth in Section 8.2(g)(i)(E) hereof.

(H) Except for the claims and interest of the Indenture Trustee and of the Issuer in the Issuer Accounts and Hedge Collateral Accounts, the Securities Intermediary knows of no claim to, or interest in, the Issuer Accounts or Hedge Collateral Accounts or in any Financial Asset credited thereto. If any other person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Issuer Accounts, Hedge Collateral Accounts or in any Financial Asset carried therein, the Securities Intermediary will promptly notify the Indenture Trustee, the Manager, the Issuer and each Rating Agency.

(I) The Securities Intermediary will promptly send copies of all statements, confirmations and other correspondence concerning the Issuer Accounts and Hedge Collateral Accounts and/or any Issuer Account Property simultaneously to each of the Manager and the Indenture Trustee.

(J) The Securities Intermediary (A) shall be a corporation or national bank that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity hereunder, (B) shall not be an Affiliate of the Issuer, (C) shall have a combined capital and surplus of at least U.S. $500,000,000, (D) shall be subject to supervision or examination by United States federal or state authority and (E) shall have a rating of at least "A3" or better by Moody's, "A-" or better by S&P, and "A-" or better by Fitch (if such entity is rated by Fitch).

(K) The Securities Intermediary shall treat the Indenture Trustee as entitled to exercise the rights that comprise each financial asset credited to any Issuer Account and the Hedge Collateral Account.

(L) The Securities Intermediary shall not change the name or the account number of any Issuer Account or Hedge Collateral Account without the prior written consent of the Indenture Trustee (acting at the written direction of the Majority Noteholders).

(M) The Securities Intermediary shall not be a party to any agreement that is inconsistent with this Indenture, or that limits or conditions any of its obligations under this Indenture. The Securities Intermediary shall not take any action inconsistent with the provisions of this Indenture applicable to it.

(N) Each item of property credited to each Issuer Account and Hedge Collateral Account shall not be subject to, and the Securities Intermediary hereby waives, any security interest, lien, claim, encumbrance, or right of setoff in favor of the Securities Intermediary or anyone claiming through the Securities Intermediary (other than the Indenture Trustee).

(O) For purposes of Article 8 of the UCC, the jurisdiction of the Securities Intermediary with respect to the Collateral shall be the State of New York.

(P) It is the intent of the Indenture Trustee and the Issuer that each Issuer Account and Hedge Collateral Account shall be a securities account on behalf of the Indenture Trustee for the benefit of the Noteholders and each Hedge Counterparty and not an account of the Issuer.

(ii) The Manager shall have the power to instruct the Indenture Trustee in writing to make withdrawals and payments from the Issuer Accounts and Hedge Collateral Accounts for the purpose of permitting the Manager to carry out its respective duties under the Management Services Agreement or hereunder or permitting the Indenture Trustee to carry out its duties under the Indenture; provided, that the Indenture Trustee shall have no responsibility for monitoring the Manager's duties and shall rely exclusively on such written direction to determine if a withdrawal or payment should be made.

Section 8.3 Collection of Money. Except as otherwise expressly provided herein, the Indenture Trustee may demand payment or delivery of, and shall receive and collect, directly and without intervention or assistance of any fiscal agent or other intermediary, all money and other property payable to or receivable by the Indenture Trustee pursuant to this Indenture. The Indenture Trustee shall apply all such money received by it as provided in this Indenture. Except as otherwise expressly provided in this Indenture, if any default occurs in the making of any payment or performance under any agreement or instrument that is part of the Collateral, the Indenture Trustee may take such action as may be appropriate to enforce such payment or performance, including the institution and prosecution of appropriate Proceedings. Any such action shall be without prejudice to any right to claim a Default or Event of Default under this Indenture and any right to proceed thereafter as provided in Article V.

Section 8.4 Asset Disposition Proceeds.

(a) In the event that the Issuer shall sell, transfer or otherwise dispose of any Assets in a Permitted Disposition or purchased by the Manager from the Issuer pursuant to Section 2(c)(iii) of the Management Services Agreement (i) a portion of such proceeds equal to the amount, if any, required to be paid by the Issuer pursuant to the termination, in whole or in part, of any Hedge Agreement in order to maintain compliance with Section 4.28 of this Indenture shall be deposited into the Collection Account and used for such purpose, and (ii) if, on a pro forma basis after giving effect to such sale, the repayment of the Notes and any required hedge termination payment with the remaining proceeds, the DSCR would be equal to or greater than 1.25 to 1.00, the Production Tracking Rate shall not be less than 80% and the LTV shall be equal to or less than 75% (the "Proceeds Retention Condition"), then the Issuer shall instruct the Paying Agent, on behalf of the Indenture Trustee, in writing to deposit the remaining proceeds (net of the amounts paid pursuant to subsection (i) above, together with any other applicable "net" amounts) ("Asset Disposition Proceeds") into the Asset Disposition Proceeds Account. In the event that the Proceeds Retention Condition is not satisfied, then the Issuer shall instruct the Paying Agent, on behalf of the Indenture Trustee, in writing (A) to deposit an amount, up to the total amount of Asset Disposition Proceeds, into the Collection Account for redemption of the Notes equal to the amount necessary to satisfy the Proceeds Retention Condition and (B) following such deposit into the Collection Account for redemption of the Notes, to deposit any remaining net proceeds from such disposition into the Asset Proceeds Disposition Account. For the avoidance of doubt, any amounts deposited in the Asset Proceeds Disposition Account pursuant to the immediately preceding clause (B) shall constitute Asset Disposition Proceeds.

(b) During the Asset Purchase Period, the Issuer shall be permitted to acquire Additional Assets (to the extent such purchase satisfies the requirements under clause (c) of the definition of Permitted Dispositions). In the event of such a purchase of Additional Assets, the Issuer shall provide written direction to the Indenture Trustee to make payment of the purchase price to such Person no later than five (5) Business Days prior to such acquisition; provided, that the Issuer certifies to the Indenture Trustee that (i) no Warm Trigger Event, Material Manager Default, Rapid Amortization Event exists, no Default or Event of Default has occurred and is continuing, (ii) no selection procedures materially adverse to the Noteholders or any of the Hedge Counterparties were used in selecting such Additional Assets for purchase, (iii) the Proceeds Retention Condition shall be satisfied (each on a pro forma basis after giving effect to such contemplated purchase of Additional Assets, the repayment of the Notes or any required hedge termination payment, if any, with any remaining amounts), (iv) the Rating Agency Condition shall have been satisfied with respect thereto, (v) the Majority Noteholders have consented to the purchase of such Additional Assets (such consent not to be unreasonably withheld conditioned or delayed), and (vi) the Issuer has delivered an Opinion of Counsel to the Noteholders indicating the free transferability of the assets, the absence of the need for consent by contractual counterparties to their transfer, the absence of any preferential purchase rights applicable in regard to such Additional Assets in the event of transfer to the Issuer or any subsequent purchaser, and other matters, to the reasonable satisfaction of the counsel to the Noteholders.

(c) In the event that any Asset Disposition Proceeds on deposit in the Asset Disposition Proceeds Account are not applied to the purchase of Additional Assets by the Payment Determination Date of the Collection Period following 180 days subsequent to the end of the Collection Period in which such Asset Disposition Proceeds were deposited into the Asset Disposition Proceeds Account (the "Asset Purchase Period"), the Issuer, or Manager on its behalf, shall direct the Indenture Trustee to deposit such remaining amounts into the Collection Account; provided, however, that the Issuer, or Manager on its behalf, may, in its sole discretion, direct the Paying Agent on behalf of the Indenture Trustee to deposit such remaining amounts into the Collection Account prior to the end of the Asset Purchase Period. For the avoidance of doubt, during the Asset Purchase Period, to the extent any Asset Disposition Proceeds on deposit in the Asset Disposition Proceeds Account are not applied to the purchase of Additional Assets, the Issuer, or the Manager on its behalf, at any time during the Asset Purchase Period may, but at the end of the Asset Purchase Period shall direct any funds to redeem Notes such that after such redemption, the DSCR shall not be less than 1.25 to 1.00, the Production Tracking Rate shall not be less than 80% and the LTV shall not be greater than 75%, but in no event less than 125% of the amount of Notes supported by the amount of Asset Disposition Proceeds not used to purchase Additional Assets, and any remaining amounts shall be deposited into the Collection Account and be deemed Available Funds for the next Payment Date.

Section 8.5 Reserve Reports. The Issuer will be required to deliver, or to cause the Manager to deliver, to the Indenture Trustee, the Back-up Manager and each Rating Agency an updated Reserve Report within ninety (90) days of the commencement of each calendar year (which report shall be audited or prepared by an independent petroleum engineer) and on August 31 of each year (which report shall be internally prepared by the Issuer), provided, that the Issuer must deliver an updated Reserve Report within forty-five (45) days of any Permitted Disposition or combination of related Permitted Dispositions of an aggregate amount of Assets exceeding 5% of the PV-10 of the Assets as of the Closing Date (it being understood that (i) such updated Reserve Report may be the same report as the most recently delivered Reserve Report, rolled forward by or under the supervision of the Chief Operating Officer (or similarly titled position) of the Manager and (ii) to the extent a Reserve Report with respect to a Permitted Disposition or combination of related Permitted Dispositions has been so delivered to the Indenture Trustee, the foregoing shall not require the delivery of an additional Reserve Report upon additional related Permitted Dispositions unless and until the aggregate amount of such additional related Permitted Dispositions exceeds 5% of the PV-10 of the Assets as of the Closing Date) (and, following any fiscal year for which the P&A Expense Amount exceeds the P&A Reserve Trigger Amount, such updated Reserve Report shall include a separate schedule identifying the estimated net capital expenditures associated with plugging and abandonment liabilities with respect to the Assets), and, to the extent the Issuer, or the Manager on the Issuer's behalf, in its discretion obtains an updated Reserve Report prior to any otherwise scheduled annually updated Reserve Report, the Issuer, or the Manager on the Issuer's behalf, will be required to deliver each such updated Reserve Report to such persons promptly upon its receipt thereof. The Reserve Report shall be prepared by or under the supervision of the Chief Operating Officer (or similarly titled position) of the Manager, who shall certify such Reserve Report to be true and accurate and to have been prepared in accordance with the procedures used in the immediately preceding Reserve Report (and, with respect to the first Reserve Report delivered by the Issuer under this Indenture, the "Reserve Report" as defined in the First Step Asset Purchase Agreement as in effect on the date hereof). With the delivery of each Reserve Report, the Issuer shall provide to the Indenture Trustee, the Back-up Manager and each Rating Agency a certificate from a Responsible Officer of the Manager certifying that in all material respects the information contained in the Reserve Report and any other information delivered in connection therewith is true and correct, the Issuer owns good and defensible title to the Assets evaluated in such Reserve Report, such Assets are free of all Liens except for Permitted Liens and that, to the extent there has been a change in the Net Revenue Interest or Working Interest, that change is identified in an exhibit to the certificate. With the delivery of each Reserve Report, the Issuer shall provide to the Indenture Trustee, the Back-up Manager and each Rating Agency a report that shows any change, set forth to the eighth decimal place, in the Net Revenue Interest relating to the prior year or Working Interest relating to the prior year with respect to any Well from the Net Revenue Interest or Working Interest provided in the previous Reserve Report, and except to the extent already included in a report under this Section 8.5. The Indenture Trustee shall promptly make any such Reserve Reports, certificates and other reports delivered pursuant to this Section 8.5 available to the Noteholders and the Hedge Counterparties.

Section 8.6 Distributions.

(i) Except as otherwise provided in clause (ii) below, on each Payment Date, the Issuer, or the Manager on the Issuer's behalf, shall instruct the Indenture Trustee in writing (based solely on the information contained in the Payment Date Report delivered on the related Payment Determination Date pursuant to this Section 8.6) to apply all Available Funds and all amounts in the Collection Account for payments of the following amounts in the following order of priority:

(A) (1) to the Indenture Trustee, the Indenture Trustee's (x) fees and any accrued and unpaid fees of the Indenture Trustee with respect to prior Payment Dates, plus (y) any Administrative Expenses owed to the Indenture Trustee; provided, that, in no event shall the cumulative aggregate amount paid to the Indenture Trustee pursuant to this clause (A)(1) exceed $150,000 in any calendar year (provided, that any amounts in excess of $150,000 which are unpaid pursuant to the cap herein or pursuant to Section 8.6(i)(I) shall remain due and owing to the Indenture Trustee and payable in the following year and each subsequent year thereafter until repaid in full); provided, however, that in the event of a liquidation following an Event of Default, no such cap shall apply, and (2) to the Back-up Manager, the Back-up Management Fee and any accrued and unpaid Back-up Management Fees or indemnity amounts with respect to prior Payment Dates, plus any Administrative Expenses payable to the Back-up Manager; provided, that, in no event shall the cumulative aggregate amount of payments paid pursuant to this clause (A)(2) exceed (i) $150,000 in any calendar year during which the Back-up Manager does not perform any Warm Back-up Management Duties or Hot Back-up Management Duties (provided, that any amounts in excess of $150,000 which are unpaid pursuant to the cap herein shall remain due and owing to the Back-up Manager and payable in the following year and each subsequent year thereafter until repaid in full), (ii) $550,000 in any calendar year during which the Back-up Manager performs Warm Back-up Management Duties (but not Hot Back-up Management Duties) (provided, that any amounts in excess of $550,000 which are unpaid pursuant to the cap herein shall remain due and owing to the Back-up Manager and payable in the following year and each subsequent year thereafter until repaid in full), and (iii) $1,000,000 in any calendar year during which the Back-up Manager performs Hot Back-up Management Duties (provided, that any amounts in excess of $1,000,000 which are unpaid pursuant to the cap herein shall remain due and owing to the Back-up Manager and payable in the following year and each subsequent year thereafter until repaid in full); provided, however, that in the event of a liquidation following an Event of Default, no such cap shall apply;

(B) to the Manager, the Administration Fee and any accrued and unpaid Administration Fees with respect to prior Payment Dates; provided, that, in no event shall the cumulative aggregate amount of Administration Fees paid pursuant to this clause exceed $300,000 in any calendar year;

(C) *pro rata and pari passu,* (A) to the Hedge Counterparties, pro rata, any net payments (including, if there is a Gas Annex, any amounts owed under clause (b)(ii) of the Gas Annex (as set forth in and defined in the related Hedge Agreement)), and to the Hedge Counterparties, *pro rata,* any net payments (including partial termination payments arising from partial reductions in the notional amount under the related Hedge Agreement in order to maintain compliance with Section 4.28 of this Indenture) due and payable by the Issuer under the related Hedge Agreements, in each case, other than termination amounts, and (B) to the Noteholders, pro rata, based on the Note Interest due, the Note Interest for such Payment Date;

(D) to the Liquidity Reserve Account, the amount necessary to cause the balance in the Liquidity Reserve Account to equal the Liquidity Reserve Account Target Amount;

(E) *pro rata and pari passu,* (A) to the Noteholders, *pro rata,* based on the Outstanding Principal Balance, as payment of principal on the Notes, the Principal Distribution Amount with respect to such Payment Date, and, if applicable, the Redemption Price, and (B) to the Hedge Counterparties, *pro rata,* any termination payments owed as a result of an event of default under Sections 5(a)(i) (Failure to Pay) or 5(a)(vii) (Bankruptcy), in each case where Issuer is the Defaulting Party of the related Hedge Agreement;

(F) to the Noteholders, *pro rata,* based on the Outstanding Principal Balance, the Excess Amortization Amount (if any) with respect to such Payment Date where the Excess Allocation Percentage is 50%;

(G) *pro rata and pari passu* (A) to the Noteholders, *pro rata,* based on the Outstanding Principal Balance, the Excess Amortization Amount (if any) with respect to such Payment Date where the Excess Allocation Percentage is 100% and (B) to the Hedge Counterparties, *pro rata,* any termination amounts due and payable by the Issuer under the related Hedge Agreements but not paid in accordance with Clause (E) above;

(H) to the Noteholders, any remaining amounts owed under the Basic Documents;

(I) to the Indenture Trustee and the Back-up Manager, any amounts owed but not paid in accordance with clause (A) above;

(J) to the Manager, any unpaid AFE Cover Amounts, Direct Expenses, and any amounts owed but not paid in accordance with clause (B) above;

(K) to the P&A Reserve Account, the amount necessary to cause the balance in the P&A Reserve Account to equal the P&A Reserve Account Target Amount; and

(L) to the Issuer, all remaining amounts, free and clear of the lien of the Indenture, any remaining Available Funds, free and clear of the lien of the Indenture; provided, that, during the continuance of any event or condition that, with notice, the lapse of time, or both, would constitute a Rapid Amortization Event, Warm Trigger Event, an Event of Default or a Material Manager Default, any remaining amounts shall remain on deposit in the Collection Account, the Liquidity Reserve Account or the P&A Reserve Account, as applicable, for application as Available Funds.

(ii) On each Payment Date (a) as of which the Notes have been accelerated as a result of an Event of Default, (b) on which the Notes are to be redeemed in full or (c) that is on or after the Final Scheduled Payment Date, in each case as specified solely in the Payment Date Report, Available Funds and all amounts in the Liquidity Reserve Account and the P&A Reserve Account shall be distributed by the Indenture Trustee in the following order and priority of payments:

(A) all payments required and in the order required by Section 8.6(i)(A) and (B), in each case without giving effect to the provisos stated therein;

(B) *pro rata and pari passu,* (A) to the Hedge Counterparties, *pro rata,* any net payments under the Hedge Agreement (including, if there is a Gas Annex, any amounts owed under clause (b)(ii) of the Gas Annex (as set forth in and defined in the related Hedge Agreement)) (other than any termination amounts) and (B) to the Noteholders, *pro rata,* based on the respective Note Interest due, the Note Interest;

(C) *pro rata* and *pari passu,* (A) to the Noteholders, *pro rata,* the Outstanding Principal Balance and, if applicable, the Redemption Price, and (B) to the Hedge Counterparties, *pro rata,* any amounts due and payable by the Issuer under the related Hedge Agreements (including any termination amounts and any other amounts due and payable by the Issuer thereunder);

(D) to the Noteholders, any remaining amounts owed under the Basic Documents;

(E) *pro rata* and *pari passu,* to the Indenture Trustee, the Back-Up Manager and the Manager, any amounts owed but not paid in accordance with clause (A) above; and

(F) to the Issuer, all remaining amounts, free and clear of the lien of the Indenture.

(iii) On or prior to the close of business on each Payment Determination Date, the Manager shall calculate all amounts required to be withdrawn from the Issuer Accounts and distributed in accordance with the priority of payments under Section 8.6(i) and Section 8.6(ii) and shall provide such calculation to the Indenture Trustee as set forth in the Payment Date Report.

Section 8.7 Sharing. In the event that the Majority Noteholders shall have consented to in writing (which consent shall allow for the delivery of Opinions of Counsel related to bankruptcy and other matters) and the Rating Agency Condition shall have been satisfied with respect to the Depositor being permitted to have Subsidiaries in addition to the Issuer, at the discretion of the Issuer, to the extent of any excess Available Funds pursuant to Sections 8.6(i)(L) and 8.6(ii)(F), any Available Funds may be distributed pro rata based on the amount of any shortfall to any other deal designated by the Depositor in Sharing Group One that has a shortfall in available funds.

Section 8.8 Liquidity Reserve Account.

(a) On the Closing Date, the Issuer shall cause an amount not less than the Liquidity Reserve Account Initial Deposit to be deposited by the Indenture Trustee into the Liquidity Reserve Account.

(b) If the amount on deposit in the Liquidity Reserve Account on any Payment Date (after giving effect to all deposits thereto or withdrawals therefrom on such Payment Date) is greater than the Liquidity Reserve Account Target Amount for such Payment Date, the Manager shall instruct the Indenture Trustee to withdraw such amount from the Liquidity Reserve Account and apply it as Available Funds for such Payment Date as set forth in the Payment Date Report.

(c) Without duplication, in the event that the Available Funds for a Payment Date are not sufficient to make the full amount of the payments and deposits required pursuant to Sections 8.6(i)(A) through (C) on such Payment Date, the Manager shall instruct the Paying Agent on behalf of the Indenture Trustee to withdraw from the Liquidity Reserve Account on such Payment Date an amount equal to such shortfall, to the extent of funds available therein, and pay or deposit such amount according to the priorities set forth in Sections 8.6(i)(A) through (C). In addition, if Section 8.6(ii) applies, all amounts shall be withdrawn from the Liquidity Reserve Account and applied as provided in Section 8.6(ii), as set forth in the Payment Date Report.

(d) Following the payment in full of the aggregate Outstanding Amount of the Notes and of all other amounts owing or to be distributed hereunder to Noteholders and the Hedge Counterparties, any amount remaining on deposit in the Liquidity Reserve Account shall be distributed to the Issuer free and clear of the lien of this Indenture upon written direction to the Indenture Trustee by the Manager.

Section 8.9 Statements to Noteholders. On or prior to the close of business on each Payment Determination Date, the Issuer shall cause the Manager to provide to the Indenture Trustee for the Indenture Trustee to post on its internet website pursuant to Section 6.6 of the Indenture a statement substantially in the form of Exhibit D hereto, setting forth at least the following information as to the Notes, to the extent applicable:

(a) the amount of Collections and Asset Disposition Proceeds, if any, received in the Collection Account with respect to the related Collection Period;

(b) confirmation of compliance with the terms of the Indenture and the other Basic Documents;

(c) other reports received or prepared by the Manager in respect of the Oil and Gas Portfolio and the Hedge Agreements, along with a summary of all Hedge Agreements in place, including volumes and percentage of production that is hedged, along with a calculation of the hedge ratio;

(d) the amount of Administrative Expenses, Direct Expenses and indemnity payments paid to each party or withheld by the Operator pursuant to the Joint Operating Agreement or the Manager pursuant to the Management Services Agreement during the most recent Collection Period;

(e) the amount of any fees paid to the Indenture Trustee, the Manager or the Back-up Manager with respect to the related Collection Period;

(f) if any, the amount of any payment (including breakage or termination payments) paid to the Hedge Counterparties with respect to the related Collection Period;

(g) the amount deposited in or withdrawn from the Liquidity Reserve Account on such Payment Determination Date, the amount on deposit in the Liquidity Reserve Account after giving effect to such deposit or withdrawal and the Liquidity Reserve Account Target Amount for such Payment Date;

(h) the amount deposited in or withdrawn from the P&A Reserve Account on such Payment Determination Date, the amount on deposit in the P&A Reserve Account after giving effect to such deposit or withdrawal and the P&A Reserve Account Target Amount for such Payment Date;

(i) the Outstanding Principal Amount, the Principal Distribution Amount and the Excess Amortization Amount (if any), with respect to such Payment Determination Date;

(j) the Note Interest with respect to such Payment Date;

(k) the Excess Allocation Percentage (if any) with respect to such Payment Date;

(l) the amount of the DSCR, the LTV, the Production Tracking Rate and the Securitized Net Cash Flow, in each case with respect to the related Collection Period

(m) the amounts on deposit in each Issuer Account as of the related Payment Determination Date;

(n) amounts due and owing and paid to the Noteholders under the Note Purchase Agreement and other Basic Documents;

(o) identification of any Assets repurchased by Diversified by Well number with respect to such Asset (as specified in the Schedule of Assets), to the extent applicable;

(p) a listing of all Permitted Indebtedness outstanding as of such date;

(q) the amount of any Excess Funds and AFE Cover Amounts utilized to participate in AFE Operations during the related Collection Period;

(r) a listing of any Additional Assets acquired by the Issuer;

(s) any reports regarding greenhouse gas or other carbon emissions associated with the Issuer's operations or the products, to the extent publicly disclosed by the Issuer or any of its Affiliates;

(t) the amount of Asset Disposition Proceeds deposited in the Asset Disposition Proceeds Account;

(u) on an annual basis, on the Payment Determination Date occurring in February such report shall include the aggregate P&A Expense Amount for the preceding year and the excess, if any, of the P&A Expense Amount in excess of the P&A Reserve Trigger Amount;

(v) on an annual basis such report shall include any change, set forth to the fourth decimal place, in the Net Revenue Interest or Working Interest with respect to any Well from the Net Revenue Interest or Working Interest reflected in the most recent Reserve Report, except to the extent already expressly identified in a report under this Section 8.9;

(w) reasonably detailed information regarding any Title Failure (as defined in the applicable Asset Purchase Agreement as in effect on the date hereof) occurring during the applicable period and all documentation with respect to any actions, claims, or Proceedings under the applicable Asset Purchase Agreement;

(x) any material Environmental Liability of which Issuer, Manager, Operator, or any Affiliate thereof obtained Knowledge since the most recent report delivered under this Section 8.9;

(y) the filing or commencement of, or the threat in writing of, any action, suit, investigation, arbitration or proceeding by or before any arbitrator or Governmental Body against Issuer, or any material adverse development in any action, suit, proceeding, investigation or arbitration (whether or not previously disclosed), that, in either case, if adversely determined, could reasonably be expected to result in liability in excess of $250,000;

(z) the VE Score (or equivalent metric) with respect to Diversified Energy Company Plc as of such date; and

(aa) a reasonably detailed description of any Permitted Dispositions.

Deliveries pursuant to this Section 8.9 or any other Section of this Indenture may be delivered by electronic mail.

Section 8.10 Risk Retention Disclosure.

(a) Within thirty (30) calendar days following the Closing Date, the Indenture Trustee, based solely on information provided to it by Diversified, will make available to Noteholders and the Hedge Counterparties, a statement with valuations prepared by Diversified, and furnished to the Indenture Trustee by Diversified in accordance with the terms hereof, that will set forth the following information:

(i) the fair value, expressed as a percentage of the fair value of all of the asset-backed securities issued by the Issuer on the Closing Date and by dollar amount, of the Risk Retained Interest retained by Diversified (or its majority-owned affiliate) as of the Closing Date, based on actual sale prices and finalized tranche sizes;

(ii) the fair value, expressed as a percentage of the fair value of all of the asset-backed securities issued by the Issuer on the Closing Date and by dollar amount, of the horizontal risk retention interest that Diversified is required to retain under the U.S. Credit Risk Retention Rules as of the Closing Date; and

(iii) in no event shall the Indenture Trustee have any responsibility to monitor compliance with or enforce compliance with U.S. Credit Risk Retention Rules or other rules or regulations relating to risk retention. The Indenture Trustee shall not be charged with knowledge of such rules, nor shall it be liable to any Noteholder or other party for violation of such rules now or hereinafter in effect.

Section 8.11 P&A Reserve Account.

(a) On the Closing Date, the P&A Reserve Account shall be unfunded.

(b) If the amount on deposit in the P&A Reserve Account on any Payment Date (after giving effect to all deposits thereto or withdrawals therefrom on such Payment Date) is greater than the P&A Reserve Account Target Amount for such Payment Date, the Manager shall instruct the Indenture Trustee to withdraw such amount from the P&A Reserve Account and apply it as Available Funds for such Payment Date as set forth in the Payment Date Report.

(c) In the event that on any Payment Date the amount of P&A Expenses that have been paid with funds that would otherwise have constituted Available Funds in the calendar year to which the related Collection Period relates exceed $1.5 million, the Manager shall instruct the Paying Agent on behalf of the Indenture Trustee to withdraw from the P&A Reserve Account on such Payment Date an amount equal to the result of (i) (A) the excess of such P&A Expenses for such calendar year to date over (B) $1.5 million less (ii) the aggregate amount previously paid from the P&A Reserve Account with respect to such calendar year, to the extent of funds available therein, and pay or deposit such amount according to the priorities set forth in Section 8.6(i). In addition, if Section 8.6(ii) applies, all amounts shall be withdrawn from the P&A Reserve Account and applied as provided in Section 8.6(ii), as set forth in the Payment Date Report.

(d) Following the payment in full of the aggregate Outstanding Amount of the Notes and of all other amounts owing or to be distributed hereunder to Noteholders and the Hedge Counterparties, any amount remaining on deposit in the P&A Reserve Account shall be distributed to the Issuer free and clear of the lien of this Indenture upon written direction to the Indenture Trustee by the Manager.

Section 8.13 Original Documents. The Indenture Trustee agrees to hold any assignments of mortgage or deeds of trust that are part of the Collateral received by it. The Indenture Trustee shall keep such documents in its possession separate and apart from all other property that it is holding in its possession and from its own general assets. The Indenture Trustee shall keep records showing that it is holding such documents pursuant to this Indenture. Such documents shall be released by the Indenture Trustee to or at the direction of the Issuer upon the satisfaction and discharge of this Indenture.

ARTICLE IX
SUPPLEMENTAL INDENTURES

Section 9.1 Supplemental Indentures with Consent of Noteholders and Hedge Counterparties.

(a) The Issuer and the Indenture Trustee, when authorized by an Issuer Order, may, with the consent of the Majority Noteholders by Act of the Noteholders delivered to the Issuer and the Indenture Trustee, and with notice to each Hedge Counterparty (and the consent of any Hedge Counterparty if the rights of such Hedge Counterparty would be adversely affected in any material respect), and, to the extent the Notes are rated by any Rating Agency, written confirmation from such Rating Agency that no immediate withdrawal or reduction with respect to its then-current rating of any class of rated Notes will occur as a result, by Act of the Noteholders delivered to the Issuer and the Indenture Trustee, enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Indenture or of modifying in any manner the rights of the Holders of the Notes under this Indenture; provided, however, that no such supplemental indenture shall, without the consent of the Holder of each Outstanding Note affected thereby:

(i) change the Final Scheduled Payment Date or the date of payment of any installment of principal of or interest on any Note, or reduce the principal amount thereof, the Interest Rate thereon or the Redemption Price with respect thereto, change the provisions of this Indenture relating to the application of collections on, or the proceeds of the sale of, the Collateral to payment of principal of or interest on the Notes, or change any place of payment where, or the coin or currency in which, any Note or the interest thereon is payable, or impair the right to institute suit for the enforcement of the provisions of this Indenture requiring the application of funds available therefor, as provided in Article V, to the payment of any such amount due on the Notes on or after the respective due dates thereof (or, in the case of redemption, on or after the Redemption Date);

(ii) reduce the percentage of the Outstanding Amount of the Notes, the consent of the Holders of which is required for any such supplemental indenture, or the consent of the Holders of which is required for any waiver of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences provided for in this Indenture;

(iii) modify or alter the provisions of the proviso to the definition of the term “Outstanding”;

(iv) modify or alter the definitions of the terms "Available Funds," "Equity Contribution Cure," "Excess Allocation Percentage," "Excess Amortization Amount," "Excess Funds," "Liquidity Reserve Account Target Amount," "Majority Noteholders," "P&A Reserve Account Target Amount," "Permitted Dispositions," "Permitted Liens," "Principal Distribution Amount," "Production Tracking Rate," "Rapid Amortization Event," "Redemption Price," "Reserve Report," "Scheduled Principal Distribution Amount," "Securitized Net Cash Flow," "Warm Trigger Event," "DSCR," or "LTV";

(v) reduce the percentage of the Outstanding Amount of the Notes required to direct the Indenture Trustee to direct the Issuer to sell or liquidate the Collateral pursuant to Section 5.4;

(vi) modify any provision of this Section 9.1 except to increase any percentage specified herein or to provide that certain additional provisions of this Indenture or the Basic Documents cannot be modified or waived without the consent of the Holder of each Outstanding Note affected thereby;

(vii) modify Section 8.6 or modify any of the provisions of this Indenture in such manner as to affect the calculation of the amount of any payment of interest or principal due on any Note on any Payment Date (including the calculation of any of the individual components of such calculation) or to affect the rights of the Holders of Notes to the benefit of any provisions for the mandatory redemption of the Notes contained herein;

(viii) permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture with respect to any part of the Collateral or, except as otherwise permitted or contemplated herein, terminate the lien of this Indenture on any property at any time subject hereto or deprive the Holder of any Note of the security provided by the lien of this Indenture; or

(ix) except as provided in Section 5.4(a)(iv), liquidate the Assets when the proceeds of such sale would be insufficient to fully pay the Notes.

(b) The Indenture Trustee shall rely exclusively on an Officer's Certificate of the Depositor and an Opinion of Counsel to determine whether any such action would require the consent of the Majority Noteholders, the consent of all of the Noteholders or the consent of any Hedge Counterparty. The Indenture Trustee shall not be liable for reliance on such Officer's Certificate or Opinion of Counsel.

(c) [reserved].

(d) Promptly after the execution by the Issuer and the Indenture Trustee of any supplemental indenture pursuant to this Section 9.1, the Indenture Trustee shall transmit to the Holders of the Notes, the Hedge Counterparties, and each Rating Agency a notice (to be provided by the Issuer) setting forth in general terms the substance of such supplemental indenture and a copy of such supplemental indenture. Any failure of the Indenture Trustee to transmit such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

Section 9.2 Execution of Supplemental Indentures. In executing, or permitting the additional trusts created by, any supplemental indenture permitted by this Article IX or the modification thereby of the trusts created by this Indenture, the Indenture Trustee shall be provided with and, subject to Sections 6.1 and 6.2, shall be fully protected in relying upon, an Officer's Certificate of the Issuer (or the Depositor) and an Opinion of Counsel stating that the execution of such supplemental indenture (i) is authorized or permitted by this Indenture and that all conditions precedent under this Indenture for the execution of the supplemental indenture have been complied with, (ii) will not cause the Issuer to become an association, publicly traded partnership or a taxable mortgage pool, that is, in each case, taxable as a corporation for U.S. federal income tax purposes, and (iii) will not cause the Notes that were characterized as indebtedness at issuance to be treated as other than indebtedness for U.S. federal income tax purposes; provided, that the Opinion of Counsel described in clause (ii) and clause (iii) will be subject to the same conditions, exclusions and limitations as any Opinion of Counsel with respect to such matters given upon the issuance of the Notes. The Indenture Trustee may, but shall not be obligated to, enter into any such supplemental indenture that affects the Indenture Trustee's own rights, duties, liabilities or immunities under this Indenture or otherwise. The Indenture Trustee shall notify each Rating Agency of the execution of any Supplemental Indentures. The Issuer shall notify the Back-up Manager of any amendment to the Basic Documents that (x) modifies the duties of the Manager and (y) adversely affects or increases the duties of the Back-up Manager. No amendment to a Basic Document that adversely affects or increases the duties of the Back-up Manager will be effective without the consent of the Back-up Manager.

Section 9.3 Effect of Supplemental Indenture. Upon the execution of any supplemental indenture pursuant to the provisions hereof, this Indenture shall be and shall be deemed to be modified and amended in accordance therewith with respect to the Notes affected thereby, and the respective rights, limitations of rights, obligations, duties, liabilities and immunities under this Indenture of the Indenture Trustee, the Issuer, the Hedge Counterparties, and the Holders of the Notes shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 9.4 Reference in Notes to Supplemental Indentures. If the Issuer or the Indenture Trustee shall so determine, new Notes so modified as to conform, in the opinion of the Indenture Trustee and the Issuer, to any such supplemental indenture may be prepared and executed by the Issuer and authenticated and delivered by the Indenture Trustee in exchange for Outstanding Notes.

ARTICLE X
REDEMPTION OF NOTES

Section 10.1 Redemptions.

(a) The Outstanding Notes are subject to redemption in whole, but not in part, (A) at any time at the written direction of the Issuer and (B) at any time at the written direction of the Issuer after the Outstanding Principal Balance of the Notes as of the Redemption Date would be less than 10% of the initial Outstanding Principal Balance of the Notes (a "Clean Up Call") at the direction of the Issuer, in each case, at the Redemption Price on the Redemption Date. The Outstanding Notes are also subject to redemption in whole or in part as required or permitted pursuant to Section 8.4 at the direction of the Issuer at the Redemption Price on the Redemption Date. If the Outstanding Notes, or some portion thereof, are to be redeemed pursuant to this Section 10.1(a), the Issuer shall furnish notice of such election to the Indenture Trustee not later than the close of business on the thirty-seventh (37^{th}) day prior to such Redemption Date and the Issuer shall deposit by 10:00 A.M. New York City time on the Redemption Date with the Paying Agent in the Collection Account the Redemption Price of the Notes to be redeemed, whereupon all such Notes shall be due and payable on the Redemption Date upon the furnishing of a notice complying with Section 10.2 to each Holder of the Notes.

(b) Upon the occurrence of a Change of Control, the Outstanding Notes are subject to mandatory redemption in whole, but not in part, on the Redemption Date at the Redemption Price. The Outstanding Notes are also subject to optional redemption in whole, but not in part, at the discretion of the Issuer upon the occurrence of a Qualified Change of Control, on the Redemption Date at the Redemption Price. If the Outstanding Notes are to be redeemed pursuant to this Section 10.1(b), the Issuer shall furnish notice of such election to the Indenture Trustee not later than the close of business on the ninetieth (90^{th}) day subsequent to the date on which the Change of Control occurs and the Issuer shall deposit by 10:00 A.M. New York City time on the Redemption Date with the Paying Agent in the Collection Account the Redemption Price of the Notes to be redeemed, whereupon all such Notes shall be due and payable on the Redemption Date upon the furnishing of a notice complying with Section 10.2 to each Holder of the Notes.

Section 10.2 Form of Redemption Notice. Following receipt by the Indenture Trustee of the Issuer's notice of redemption in accordance with Section 10.1, such notice of redemption shall be posted to the Indenture Trustee's website for distributing information to the Noteholders and given by the Indenture Trustee by first-class mail, postage prepaid mailed not later than thirty (30) days prior to the applicable Redemption Date to each Holder of Notes affected thereby and each Hedge Counterparty, as of the close of business on the Record Date preceding the applicable Redemption Date, at such Holder's address appearing in the Note Register. The Indenture Trustee shall provide a copy of such notice to each Rating Agency.

All notices of redemption shall state:

(a) the Redemption Date;

(b) the Redemption Price; and

(c) the place where such Notes are to be surrendered for payment of the Redemption Price (which shall be the office or agency of the Issuer to be maintained as provided in Section 4.2).

Notice of redemption of the Notes shall be given by the Indenture Trustee in the name and at the expense of the Issuer. Failure to give notice of redemption, or any defect therein, to any Holder of any Note shall not impair or affect the validity of the redemption of any other Note.

Section 10.3 Notes Payable on Redemption Date. The Notes or portions thereof to be redeemed shall, following notice of redemption as required by Section 10.2, on the Redemption Date become due and payable at the Redemption Price, and (unless the Issuer shall default in the payment of the Redemption Price) no interest shall accrue on the Redemption Price for any period after the date to which accrued interest is calculated for purposes of calculating the Redemption Price. On or before such Redemption Date, Issuer shall cause the aggregate Redemption Price to be deposited to the Collection Account, and such amount shall be paid in accordance with Section 8.6.

ARTICLE XI
SATISFACTION AND DISCHARGE

Section 11.1 Satisfaction and Discharge of Indenture With Respect to the Notes. This Indenture shall cease to be of further effect with respect to the Notes except as to (i) rights of registration of transfer and exchange, (ii) substitution of mutilated, destroyed, lost or stolen Notes, (iii) rights of Noteholders to receive payments of principal thereof and interest thereon, (iv) Sections 4.1, 4.2, 4.3, 4.4, 4.8, 4.11, 4.12, 4.14 and 4.18, (v) the rights, obligations and immunities of the Indenture Trustee hereunder (including the rights of the Indenture Trustee under Section 6.7 and the obligations of the Indenture Trustee under Section 11.2) and (vi) the rights of Noteholders as beneficiaries hereof with respect to the property so deposited with the Indenture Trustee payable to all or any of them, and the Indenture Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture with respect to the Notes, when:

(A) either:

(1) all Notes theretofore authenticated and delivered (other than (i) Notes that have been destroyed, lost or stolen and that have been replaced or paid as provided in Section 2.6 and (ii) Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust, as provided in Section 4.3) have been delivered to the Indenture Trustee for cancellation; or

(2) all Notes not theretofore delivered to the Indenture Trustee for cancellation:

(I) have become due and payable, or

(II) are to be called for redemption within one year under arrangements satisfactory to the Indenture Trustee for the giving of notice of redemption by the Indenture Trustee in the name, and at the expense, of the Issuer, and the Issuer, in the case of (I) or (II) above, has irrevocably deposited or caused to be irrevocably deposited with the Indenture Trustee cash or direct obligations of or obligations guaranteed by the United States of America (which will mature prior to the date such amounts are payable), in trust for such purpose, in an amount sufficient to pay and discharge the entire indebtedness on such Notes not theretofore delivered to the Indenture Trustee for cancellation when due to the applicable Final Scheduled Payment Date or Redemption Date (if Notes shall have been called for redemption pursuant to Section 10.1), as the case may be;

(B) the Issuer has paid or caused to be paid all other sums payable by the Issuer hereunder; and

(C) the Issuer has delivered to the Indenture Trustee an Officer's Certificate, an Opinion of Counsel and, each meeting the applicable requirements of Section 12.1(a) and, subject to Section 12.2, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with.

Notwithstanding the foregoing, the foregoing satisfaction and discharge of the Indenture only applies to the Notes and the Noteholders subject to the terms in this Section 11. The Indenture shall not terminate and cease to be of further effect with respect to any of the Hedge Counterparties or any of the Hedge Agreements until and unless all of the Hedge Agreements have terminated and all payments thereunder, including the termination value, have been paid in full. At any time that the Notes are no longer outstanding, the Hedge Counterparties shall be entitled to exercise any rights and remedies set forth herein otherwise afforded to the Noteholders or Majority Noteholders.

Section 11.2 Application of Trust Money. All monies deposited with the Indenture Trustee pursuant to Section 11.1 hereof shall be held on behalf of the Noteholders and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent, as the Indenture Trustee may determine, (i) to the Holders of the particular Notes for the payment or redemption of which such monies have been deposited with the Indenture Trustee, of all sums due and to become due thereon for principal and interest and (ii) to the Hedge Counterparties, of all sums, if any, due or to become due to the applicable Hedge Counterparty under and in accordance with the Hedge Agreements; but such monies need not be segregated from other funds except to the extent required herein or in the Management Services Agreement or required by Law.

Section 11.3 Repayment of Monies Held by Paving Agent. In connection with the satisfaction and discharge of this Indenture with respect to the Notes, all monies then held by any Paying Agent other than the Indenture Trustee under the provisions of this Indenture with respect to such Notes shall, upon demand of the Issuer, be paid to the Indenture Trustee to be held and applied according to Section 4.3 and thereupon such Paying Agent shall be released from all further liability with respect to such monies.

ARTICLE XII
MISCELLANEOUS

Section 12.1 Compliance Certificates and Opinions, etc.

(a) Upon any application or request by the Issuer to the Indenture Trustee to take any action under any provision of this Indenture, the Issuer shall furnish to the Indenture Trustee (i) an Officer's Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with, and (ii) an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with, except that, in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture, no additional certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(i) a statement that each signatory of such certificate or opinion has read or has caused to be read such covenant or condition and the definitions herein relating thereto;

(ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(iii) a statement that, in the opinion of each such signatory, such signatory has made such examination or investigation as is necessary to enable such signatory to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(iv) a statement as to whether, in the opinion of each such signatory, such condition or covenant has been complied with.

Section 12.2 Form of Documents Delivered to Indenture Trustee. In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

(a) Any certificate or opinion of an authorized officer of the Issuer may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which such officer's certificate or opinion is based are erroneous. Any such certificate of an authorized officer or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Manager or the Issuer, stating that the information with respect to such factual matters is in the possession of the Manager or the Issuer, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

(b) Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

(c) Whenever in this Indenture, in connection with any application or certificate or report to the Indenture Trustee, it is provided that the Issuer shall deliver any document as a condition of the granting of such application, or as evidence of the Issuer's compliance with any term hereof, it is intended that the truth and accuracy, at the time of the granting of such application or at the effective date of such certificate or report (as the case may be), of the facts and opinions stated in such document shall in such case be conditions precedent to the right of the Issuer to have such application granted or to the sufficiency of such certificate or report. The foregoing shall not, however, be construed to affect the Indenture Trustee's right to rely upon the truth and accuracy of any statement or opinion contained in any such document as provided in Article VI.

Section 12.3 Acts of Noteholders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Noteholders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Noteholders in person or by agents duly appointed in writing; and except as herein otherwise expressly provided such action shall become effective when such instrument or instruments are delivered to the Indenture Trustee and, where it is hereby expressly required, to the Issuer. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act of the Noteholders" signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Section 6.1) conclusive in favor of the Indenture Trustee and the Issuer, if made in the manner provided in this Section 12.3.

(b) The fact and date of the execution by any person of any such instrument or writing may be proved in any manner that the Indenture Trustee deems sufficient.

(c) The ownership of Notes shall be proved by the Note Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Notes shall bind the Holder of every Note issued upon the registration thereof or in exchange therefor or in lieu thereof, in respect of anything done, omitted or suffered to be done by the Indenture Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Note.

Section 12.4 Notices, etc., to Indenture Trustee and Issuer. Any request, demand, authorization, direction, notice, consent, waiver or act of Noteholders or Hedge Counterparties or other documents provided or permitted by this Indenture shall be in writing and if such request, demand, authorization, direction, notice, consent, waiver or act of Noteholders or the Hedge Counterparties is to be made upon, given or furnished to or filed with:

(i) the Indenture Trustee by any Noteholder, by the Issuer or by any Hedge Counterparty shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing (which may be made via e-mail transmission, pdf, facsimile or overnight delivery) to or with a Responsible Officer of the Indenture Trustee at its Corporate Trust Office, or

(ii) the Issuer by the Indenture Trustee, by any Noteholder or by any Hedge Counterparty shall be sufficient for every purpose hereunder if in writing and sent by facsimile or email, in each case with a copy to follow via first-class mail, postage prepaid to the Issuer addressed to: Diversified ABS Phase IV LLC, at 1600 Corporate Drive, Birmingham, Alabama 35242, facsimile: (205) 408-0870, email: legalnotice@dgoc.com, with copies (which shall not constitute notice) to (i) Benjamin M. Sullivan, 414 Summers Street, Charleston, West Virginia 25301, email: bsullivan@dgoc.com, and (ii) Kirkland & Ellis LLP, Attention: Rahul Vashi, at 609 Main Street, Suite 4700, Houston, Texas 77002, or, in each case, at any other address previously furnished in writing to the Indenture Trustee by the Issuer or the Manager. The Issuer shall promptly transmit any notice received by it from the Noteholders to the Indenture Trustee.

(iii) the Manager by the Indenture Trustee, by any Noteholder or by any Hedge Counterparty shall be sufficient for every purpose hereunder if in writing and sent by facsimile or email, in each case with a copy to follow via first-class mail, postage prepaid to the Issuer addressed to: Diversified Production LLC, at 1600 Corporate Drive, Birmingham, Alabama 35242, facsimile: (205) 408-0870, email: legalnotice@dgoc.com, with copies (which shall not constitute notice) to (i) Benjamin M. Sullivan, 414 Summers Street, Charleston, West Virginia 25301, email: bsullivan@dgoc.com, and (ii) Kirkland & Ellis LLP, Attention: Rahul Vashi, at 609 Main Street, Suite 4700, Houston, Texas 77002, or, in each case, at any other address previously furnished in writing to the Indenture Trustee by the Manager. The Manager shall promptly transmit any notice received by it from the Noteholders to the Indenture Trustee.

The Issuer's obligation to deliver or provide any demand, delivery, notice, communication or instruction to any Person shall be satisfied if such demand, delivery, notice, communication or instruction is posted to the Indenture Trustee's investor reporting website or such other website or distribution service or provider as the Issuer shall designate by written notice to the other parties; provided, however, that any demand, delivery, notice, communication or instruction to the Indenture Trustee shall be provided at its Corporate Trust Office in accordance with Section 12.4(i) hereof.

The Indenture Trustee shall promptly transmit (which may be via electronic mail) any notice received by it from the Noteholders to the Issuer, the Manager and the Hedge Counterparties.

Section 12.5 Notices to Noteholders and Hedge Counterparties; Waiver.

(a) Where this Indenture provides for notice to Noteholders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if posted to the Indenture Trustee's investor reporting website, by electronic transmission or in writing and mailed, first-class, postage prepaid to each Noteholder affected by such event, at such Holder's address as it appears on the Note Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Noteholders is given by mail, neither the failure to mail such notice nor any defect in any notice so mailed to any particular Noteholder shall affect the sufficiency of such notice with respect to other Noteholders, and any notice that is mailed in the manner herein provided shall conclusively be presumed to have been duly given.

(b) Where this Indenture provides for notice to Hedge Counterparties of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if posted to the Indenture Trustee's investor reporting website, by electronic transmission or in writing and mailed, first-class, postage prepaid to each Hedge Counterparty affected by such event, at such Hedge Counterparty's address as it appears on the Hedge Counterparty Rights Agreement to which such Hedge Counterparty is a party, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Hedge Counterparties is given by mail, neither the failure to mail such notice nor any defect in any notice so mailed to any particular Hedge Counterparty shall affect the sufficiency of such notice with respect to other Hedge Counterparties, and any notice that is mailed in the manner herein provided shall conclusively be presumed to have been duly given.

(c) Where this Indenture provides for notice in any manner, such notice may be waived in writing by any Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice.

(d) In case, by reason of the suspension of regular mail service as a result of a strike, work stoppage or similar activity, it shall be impractical to mail notice of any event to Noteholders when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be satisfactory to the Indenture Trustee shall be deemed to be a sufficient giving of such notice.

Section 12.6 Alternate Payment and Notice Provisions. Notwithstanding any provision of this Indenture or any of the Notes to the contrary, the Issuer may enter into any agreement with any Holder of a Note providing for a method of payment, or notice by the Indenture Trustee or any Paying Agent to such Holder, that is different from the methods provided for in this Indenture for such payments or notices. The Issuer will furnish to the Indenture Trustee a copy of each such agreement and the Indenture Trustee will cause payments to be made and notices to be given in accordance with such agreements.

Section 12.7 Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 12.8 Successors and Assigns. All covenants and agreements in this Indenture and the Notes by the Issuer shall bind its successors and assigns, whether so expressed or not. All agreements of the Indenture Trustee in this Indenture shall bind its successors, co-trustees and agents.

Section 12.9 Severability. In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 12.10 Benefits of Indenture. Nothing in this Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, and the Noteholders, each Hedge Counterparty and any other party secured hereunder, and any other Person with an ownership interest in any part of the Collateral, any benefit or any legal or equitable right, remedy or claim under this Indenture. Each Hedge Counterparty shall be a third-party beneficiary to this Indenture, but only to the extent this it has any rights expressly specified herein.

Section 12.11 Legal Holidays. In any case where the date on which any payment is due shall not be a Business Day, then (notwithstanding any other provision of the Notes or this Indenture) payment need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the date on which nominally due.

Section 12.12 GOVERNING LAW; CONSENT TO JURISDICTION. THIS INDENTURE SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY OTHERWISE APPLICABLE CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS; PROVIDED THAT ANY MATTERS THAT RELATE TO REAL PROPERTY SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE SUCH PROPERTY IS LOCATED. EACH PARTY TO THIS INDENTURE SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS INDENTURE, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, THE COURTS OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND APPELLATE COURTS FROM ANY THEREOF. EACH PARTY (a) CONSENTS TO SUBMIT ITSELF TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR SUCH ACTIONS OR PROCEEDINGS, (b) AGREES THAT IT WILL NOT ATTEMPT TO DENY OR DEFEAT SUCH PERSONAL JURISDICTION BY MOTION OR OTHER REQUEST FOR LEAVE FROM ANY SUCH COURT, AND (c) AGREES THAT IT WILL NOT BRING ANY SUCH ACTION OR PROCEEDING IN ANY COURT OTHER THAN SUCH COURTS. EACH PARTY ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE AND IRREVOCABLE JURISDICTION AND VENUE OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY NON-APPEALABLE JUDGMENT RENDERED THEREBY IN CONNECTION WITH SUCH ACTIONS OR PROCEEDINGS. A COPY OF ANY SERVICE OF PROCESS SERVED UPON THE PARTIES SHALL BE MAILED BY REGISTERED MAIL TO THE RESPECTIVE PARTY EXCEPT THAT, UNLESS OTHERWISE PROVIDED BY APPLICABLE LAW, ANY FAILURE TO MAIL SUCH COPY SHALL NOT AFFECT THE VALIDITY OF SERVICE OF PROCESS. IF ANY AGENT APPOINTED BY A PARTY REFUSES TO ACCEPT SERVICE, EACH PARTY AGREES THAT SERVICE UPON THE APPROPRIATE PARTY BY REGISTERED MAIL SHALL CONSTITUTE SUFFICIENT SERVICE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF A PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BYLAW.

Section 12.13 Counterparts. This Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 12.14 Recording of Indenture. If this Indenture is subject to recording in any appropriate public recording offices, such recording is to be effected by the Issuer and at its expense accompanied by an Opinion of Counsel to the effect that such recording is necessary either for the protection of the Noteholders, the Hedge Counterparties, or any other Person secured hereunder or for the enforcement of any right or remedy granted to the Indenture Trustee under this Indenture.

Section 12.15 No Petition. The Indenture Trustee, by entering into this Indenture, and each Noteholder, by accepting a Note, hereby covenant and agree that they will not at any time institute against the Issuer, or join in any institution against the Issuer of, any involuntary bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any United States federal or state bankruptcy or similar Law in connection with any obligations relating to the Notes, this Indenture or any of the Basic Documents.

Section 12.16 Inspection. The Issuer agrees that, on reasonable prior notice, it will permit any representative of the Indenture Trustee, during the Issuer's normal business hours, to examine all the books of account, records, reports and other papers of the Issuer, to make copies and extracts therefrom, to cause such books to be audited by Independent certified public accountants, and to discuss the Issuer's affairs, finances and accounts with the Issuer's officers, employees and Independent certified public accountants, all at such reasonable times and as often as may be reasonably requested. The Indenture Trustee shall, and shall cause its representatives to, hold in confidence all such information except to the extent disclosure may be required by Law (and all reasonable applications for confidential treatment are unavailing) and except to the extent that the Indenture Trustee may reasonably determine that such disclosure is consistent with its obligations hereunder.

Section 12.17 Waiver of Jury Trial. EACH OF THE ISSUER, EACH NOTEHOLDER AND THE INDENTURE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 12.18 Rating Agency Notice. In addition to the information and reports specifically required to be provided to each Rating Agency pursuant to the terms of this Indenture, the Issuer shall, or shall cause the Manager to, upon written request, provide to each Rating Agency all information or reports delivered to the Indenture Trustee hereunder and such additional information as each Rating Agency may from time to time reasonably request. Any Act of the Noteholders or other documents provided or permitted by this Indenture, to be made upon, given or furnished to, or filed with each Rating Agency shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided if in writing to the applicable Rating Agency Contact).

Section 12.19 Rule 17g-5 Information.

(a) The Issuer shall comply with its obligations under Rule 17g-5 promulgated under the Exchange Act ("Rule 17g-5"), if any, by its or its agent's posting on the website required to be maintained under Rule 17g-5 (the "17g-5 Website"), no later than the time such information is provided to a Rating Agency, all information that the Issuer or other parties on its behalf, including the Indenture Trustee and the Manager, provide to the Rating Agency for the purposes of determining the initial credit rating of the Notes or undertaking credit rating surveillance of the Notes (the "17g-5 Information"); provided, that following the Closing Date, no party other than the Issuer, the Indenture Trustee or the Manager may provide information to a Rating Agency on the Issuer's behalf without the prior written consent of the Issuer.

(b) To the extent that the Issuer is required to comply with Rule 17g-5, if any of the Issuer, the Indenture Trustee or the Manager is required to provide any information to, or communicate with, a Rating Agency in writing in accordance with its obligations under this Indenture or any other Basic Document, the Issuer, or the Manager, as applicable (or their respective representatives or advisers), shall promptly post, or cause to be posted, such information or communication to the 17g-5 Website. The Indenture Trustee will provide any information given to the Rating Agency to the Issuer and the Manager simultaneously with giving such information to the Rating Agency.

(c) To the extent that the Issuer is required to comply with Rule 17g-5 and to the extent any of the Issuer, the Indenture Trustee or the Manager are engaged in oral communications with the Rating Agency, for the purposes of determining an initial credit rating of the Notes or undertaking credit rating surveillance of the Notes, the party communicating with the Rating Agency shall cause such oral communication to either be (x) recorded and an audio file containing the recording to be promptly posted to the 17g-5 Website or (y) summarized in writing and the summary to be promptly posted to the 17g-5 Website (or with respect to the Indenture Trustee, in the case of either (x) or (y), delivered to the Issuer and the Manager for posting on the 17g-5 Website).

(d) To the extent that the Issuer is required to comply with Rule 17g-5, all information to be made available to a Rating Agency hereunder shall be made available on the 17g-5 Website. In the event that any information is delivered or posted in error, the Issuer may remove it, or cause it to be removed, from the 17g-5 Website, and shall so remove promptly when instructed to do so by the Person that delivered such information. None of the Indenture Trustee, the Manager or the Issuer shall have obtained or shall be deemed to have obtained actual knowledge of any information solely due to receipt and posting to the 17g-5 Website. Access will be provided to any NRSRO upon receipt by the Issuer of an NRSRO certification from such NRSRO (which may be submitted electronically via the 17g-5 Website).

(e) Notwithstanding the requirements herein, the Indenture Trustee shall have no obligation to engage in or respond to any oral communications, for the purposes of determining an initial credit rating of the Notes or undertaking credit rating surveillance of the Notes, with a Rating Agency or any of its respective officers, directors or employees.

(f) The Indenture Trustee shall not be responsible for determining compliance with 17g-5, maintaining the 17g-5 Website, posting any 17g-5 Information to the 17g-5 Website or assuring that the 17g-5 Website complies with the requirements of this Indenture, Rule 17g-5, or any other Law or regulation. In no event shall the Indenture Trustee be deemed to make any representation in respect of the content of the 17g-5 Website or compliance of the 17g-5 Website with this Indenture, Rule 17g-5, or any other Law or regulation.

(g) The Indenture Trustee shall not be responsible or liable for the dissemination of any identification numbers or passwords for the 17g-5 Website, including by the Issuer, the Rating Agency, any NRSRO, any of their agents or any other party. The Indenture Trustee shall not be liable for the use of any information posted on the 17g-5 Website, whether by the Issuer, the Rating Agency, any NRSRO or any other third party that may gain access to the 17g-5 Website or the information posted thereon.

(h) Notwithstanding anything herein to the contrary, the maintenance by a third-party service provider of the 17g-5 Website shall be deemed as compliance by or on behalf of the Issuer with Rule 17g-5 or any other Law or regulation related thereto.

IN WITNESS WHEREOF, the Issuer and the Indenture Trustee have caused this Indenture to be duly executed by their respective officers, thereunto duly authorized, all as of the day and year first above written.

DIVERSIFIED ABS PHASE IV LLC

By: /s/ Eric Williams
Name: Eric Williams
Title: Executive Vice President and Chief Financial Officer

UMB BANK, N.A.,
not in its individual capacity but solely as Indenture Trustee

By: /s/ Michele Voon
Name: Michele Voon
Title: Vice President

UMB BANK, N.A.,
as Securities Intermediary

By: /s/ Michele Voon
Name: Michele Voon
Title: Vice President

APPENDIX A

PART I - DEFINITIONS

All terms used in this Appendix shall have the defined meanings set forth in this Part I when used in the Basic Documents, unless otherwise defined therein.

"17g-5 Information" has the meaning specified in Section 12.19(a) of the Indenture.

"17g-5 Website" has the meaning specified in Section 12.19(a) of the Indenture.

"ABS I Trustee" means UMB Bank, N.A. as indenture trustee under the indenture dated as of November 13, 2019 between Diversified ABS LLC and UMB Bank, N.A.

"ABS II Trustee" means UMB Bank, N.A. as indenture trustee under the indenture dated as of April 9, 2020 between Diversified ABS Phase II LLC and UMB Bank, N.A.

"ABS III Trustee" means UMB Bank, N.A. as indenture trustee under the indenture dated as of February 4, 2022 among Diversified ABS Phase III LLC, Diversified ABS III Upstream LLC, Diversified ABS Phase III Midstream LLC and UMB Bank, N.A.

"Act of the Noteholders" has the meaning specified in Section 12.3(a) of the Indenture.

"Additional Assets" means additional assets (that are upstream assets similar to the Assets, including being located in the Barnett Shale) purchased and acquired by the Issuer from any Person (including, for the avoidance of doubt, the Depositor or Diversified) for a mutually-agreeable purchase price substantially equivalent to the fair market value of such assets pursuant to the Asset Purchase Agreements; provided that the terms of the Asset Purchase Agreements are on the whole not materially less favorable than those that would be reasonably expected to be available from third parties on an arm's-length basis, as determined in good faith by the Issuer.

"Additional Notes" has the meaning specified in Section 2.14 of this Indenture.

"Administration Fees" has the meaning specified in the Management Services Agreement as of the Closing Date.

"Administrative Expenses" means, for any Payment Date, the expenses of the Issuer consisting of (a) the out-of-pocket expenses and indemnification amounts payable or reimbursable to the Indenture Trustee, the Manager, the Back-up Manager and (b) the fees and out-of-pocket expenses and indemnification amounts payable or reimbursable to, any Rating Agency rating the Notes and any third-party service provider hired by or on behalf of the Issuer (including, without limitation, amounts payable to any Observer and insurance premiums related to the Collateral), but not including any fees payable or expenses reimbursable to any third party in relation to the operation of the Oil and Gas Portfolio.

"AFE Cover Amounts" has the meaning specified in the Management Services Agreement.

"AFE Operations" has the meaning specified in the Management Services Agreement.

"Affiliate" means, with respect to any specified Person, any other Person controlling or controlled by or under common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Agent Acknowledgment" means that certain Acknowledgment Agreement, dated as of the Closing Date, by and among the Indenture Trustee, the ABS I Trustee, the ABS II Trustee, the ABS III Trustee and KeyBank National Association, and acknowledged and agreed to by the Diversified Corp., Diversified, Diversified Marketing, Diversified ABS LLC, Diversified ABS Phase II LLC, Diversified ABS Phase III LLC and the Issuer, with respect to the Agent Controlled Account.

"Agent Controlled Account" means the account of Diversified Marketing with KeyBank National Association that is subject to the Agent Acknowledgment.

"Annual Determination Date" means the Payment Determination Date in the month of February.

"Anti-Corruption Laws" means any Law or regulation in a U.S. or any non-U.S. jurisdiction regarding bribery or any other corrupt activity, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010.

"Anti-Money Laundering Laws" means any Law or regulation in a U.S. or any non-U.S. jurisdiction regarding money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes, including the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act) and the USA PATRIOT Act.

"Applicable Premium" means with respect to a Note at any time, as determined by the Issuer, the excess of:

(a) the present value at such time of (i) 100% of the principal amount of the Note, plus (ii) all required interest payments due on the Note through the Payment Date occurring in June 2030 (excluding accrued but unpaid interest to the Redemption Date), including any increase of the interest rate due and owing on the Notes based on the VE Score, computed using a discount rate equal to the Treasury Rate as of such time, plus (iii) 50 basis points discounted to the redemption date on a semi-annual basis (assuming a 360 day year consisting of twelve 30 day months), over

(b) the then Outstanding Principal Balance of such Note.

"Asset Disposition Proceeds" has the meaning specified in Section 8.4(a) of the Indenture.

"Asset Disposition Proceeds Account" means the account designated as such, established and maintained pursuant to Section 8.2(b) of the Indenture.

"Asset Purchase Agreements" means the First Step Asset Purchase Agreement and the Second Step Asset Purchase Agreement and any asset purchase agreements for Additional Assets, which shall include representations, warranties and indemnification obligations substantially the same as those in the First Step Asset Purchase Agreement and the Second Step Asset Purchase Agreement.

"Asset Purchase Period" has the meaning specified in Section 8.4(c) of the Indenture.

"Assets" means the Wellbore Interests (as defined in the First Step Purchase Agreement) and any Additional Assets, collectively.

"Available Funds" means, with respect to any Payment Date, the sum of the following amounts, without duplication, with respect to the Assets in respect of the Collection Period preceding such Payment Date: (a) all Collections received and deposited into and available for withdrawal from the Collection Account prior to the applicable Payment Determination Date relating to production in the calendar month that is two months or more prior to the Collection Period and adjustments relating to prior Collection Periods, (b) amounts on deposit in the Liquidity Reserve Account after giving effect to all other deposits and withdrawals thereto or therefrom on the Payment Date relating to such Collection Period in excess of the Liquidity Reserve Account Target Amount, (c) amounts transferred from the P&A Reserve Account to the Collection Account on such Payment Date pursuant to Section 8.2(e) of the Indenture, (d) Investment Earnings for the related Payment Date, (e) all amounts received by the Indenture Trustee pursuant to Article V of the Indenture, (f) the net amount, if any, paid to the Issuer under the Hedge Agreements, (g) the amount of any Equity Contribution Cure, and (h) without duplication with amounts set forth in (g), any funds allocated to the Notes from any other deals designated by the Depositor in Sharing Group One, to the extent the Majority Noteholders shall have consented to and the Rating Agency Condition shall have been satisfied with respect to the Depositor being permitted to have Subsidiaries in addition to the Issuer, subject to the aggregate amount of such funds and Equity Contribution Cure amounts being limited to the cap set forth in the definition of the term Equity Contribution Cure.

"Back-up Management Agreement" means the Back-up Management Agreement, dated as of the Closing Date, among the Issuer, the Manager, the Indenture Trustee and the Back-up Manager.

"Back-up Management Fee" means the fee payable to the Back-up Manager for services rendered during each Collection Period, determined pursuant to Section 4.1 of the Back-up Management Agreement.

"Back-up Manager" means AlixPartners, LLP, in its capacity as back-up manager under the Back-up Management Agreement, and any successor thereunder.

"Basic Documents" means the Indenture, each Asset Purchase Agreement, each Joint Operating Agreement, the Notes, the Management Services Agreement, the Back-up Management Agreement, the Note Purchase Agreement, the Hedge Agreements, the Depositor Pledge Agreement, the Depositor LLC Agreement, the Issuer LLC Agreement, the Agent Acknowledgment, each Novation Agreement, each Mortgage, each Precautionary Mortgage, the Precautionary Intercreditor, any control agreement (or similar document) entered into pursuant to Section 8.1 and other documents and certificates delivered in connection therewith.

"Beneficial Owner" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"Blocked Person" means (a) a Person whose name appears on the list of Specially Designated Nationals and Blocked Persons published by OFAC, (b) a Person, entity, organization, country or regime that is blocked or a target of sanctions that have been imposed under U.S. Economic Sanctions Laws, or (c) a Person that is an agent, department or instrumentality of, or is otherwise beneficially owned by, controlled by or acting on behalf of, directly or indirectly, any Person, entity, organization, country or regime described in clause (a) or (b).

"Burden" shall mean any and all royalties (including lessors' royalties and nonparticipating royalties), overriding royalties, reversionary interests, net profits interests, production payments and other burdens upon, measured by or payable out of production.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions or trust companies in the State of New York or the state in which the Corporate Trust Office of the Indenture Trustee is located and are required or authorized by Law, regulation or executive order to be closed.

"Capital Lease" means, at any time, a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with GAAP.

"Change of Control" shall mean the occurrence of any of the following:

(i) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of Diversified Energy Company Plc and its direct and indirect subsidiaries taken as a whole, to any Person (including any "person" as that term is used in Section 13(d)(3) of the Exchange Act) other than a Qualifying Owner or a Qualified Buyer;

(ii) the adoption of a plan relating to the liquidation or dissolution of Diversified Energy Company Plc;

(iii) the consummation of any transaction (including, without limitation, any merger or consolidation), the result of which is that (A) any Person (including any "person" (as defined above)), excluding the Qualifying Owners and Qualified Buyers, becomes the Beneficial Owner, directly or indirectly, of more than 50% of the Voting Stock of Diversified Energy Company Plc, measured by voting power rather than number of shares, units or the like and (B) two (2) or more of the members of the Management Team as of immediately prior to the consummation of such transaction resign or are removed from their respective position; or

(iv) the occurrence of any event or series of events that results in Manager ceasing to be Controlled by Diversified Energy Company Plc.

Notwithstanding the preceding, a conversion of Diversified Energy Company Plc or any of its direct or indirect wholly-owned subsidiaries from a limited partnership, corporation, limited liability company or other form of entity to a limited liability company, corporation, limited partnership or other form of entity (including by way of merger, consolidation, amalgamation or liquidation) or an exchange of all of the outstanding Capital Stock in one form of entity for Capital Stock in another form of entity or the transfer or redomestication of Diversified Energy Company Plc to or in another jurisdiction shall not constitute a Change of Control, so long as following such conversion, exchange, transfer or redomestication the "persons" (as that term is used in Section 13(d)(3) of the Exchange Act) who Beneficially Owned the Capital Stock of Diversified Energy Company Plc immediately prior to such transactions, together with Qualifying Owners and Qualified Buyers, Beneficially Own in the aggregate more than 50% of the Voting Stock of such entity, or Beneficially Own sufficient Capital Stock in such entity to elect a majority of its directors, managers, trustees or other persons serving in a similar capacity for such entity or its general partner, as applicable, and, in either case no "person" (other than a Qualifying Owner or Qualified Buyer) Beneficially Owns more than 50% of the Voting Stock of such entity or its general partner, as applicable. References to Diversified Energy Company Plc in the foregoing clauses (i) - (iv) shall also refer to the surviving entity after giving effect to such conversion, exchange, transfer or redomestication.

"Clean Up Call" shall have the meaning specified in Section 10.1(a) of this Indenture.

"Closing Date" or "Closing" shall mean February 23, 2022.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and Treasury Regulations promulgated thereunder.

"Collateral" has the meaning specified in the Granting Clause of this Indenture.

"Collection Account" means the account designated as such, established and maintained pursuant to Section 8.2(a) of this Indenture.

"Collection Period" means, with respect to any Payment Date, the period from and including the first day of the calendar month immediately preceding the calendar month in which such Payment Date occurs (or with respect to the Initial Payment Date, from but excluding the Cutoff Date) to and including the last day of the calendar month immediately preceding the calendar month in which such Payment Date occurs. Any amount stated as of the last day of a Collection Period shall give effect to the following applications as determined as of the close of business on such last day: (1) all applications of Collections and (2) all distributions to be made on the related Payment Date.

"Collections" shall mean all amounts paid to the Issuer, the Manager (solely in its capacity as such) or the Back-up Manager from whatever source (not including from the Sharing Group One) on or with respect to the Assets including any third party overhead fees pursuant to the Joint Operating Agreement.

"Commission" means the U.S. Securities and Exchange Commission.

"Consents" means any approval, consent, ratification, waiver or other authorization from any Person that is required to be obtained in connection with the Contemplated Transaction or the execution or delivery of the Basic Documents.

"Contemplated Transactions" means (a) the formation of the Depositor and the Issuer pursuant to its limited liability company agreement; (b) the performance by the Issuer, the Depositor and Diversified of their respective covenants and obligations under the Basic Documents; (c) the Depositor's acquisition and sale of the Assets on the Closing Date and the Issuer's acquisition, ownership, and exercise of control over the Assets from and after Closing; and (d) the Manager's management of the Issuer contemplated by the Management Services Agreement.

"Contract" means any agreements and contracts to which the Issuer is a party.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; and the terms "Controlled" and "Controlling" shall have meanings correlative to the foregoing.

"Controlled Entity" means (a) any of the Issuer's or Depositor's respective Controlled Affiliates and (b) Diversified and its Controlled Affiliates.

"Corporate Trust Office" means, with respect to the Indenture Trustee the principal office at which the Indenture shall be administered, which office at the date of execution of this Indenture is located at UMB Bank, N.A., 100 William Street, Suite 1850, New York, New York 10038, Attn: ABS Structured Finance – DGO A/C 157521, e-mail: michele.voon@umb.com or at such other address or electronic mail address as the Indenture Trustee may designate from time to time by notice to the Noteholders and the Issuer, or the principal corporate trust office of any successor Indenture Trustee at the address or electronic mail address designated by such successor Indenture Trustee by notice to the Noteholders and the Issuer.

"Credit Risk Retention Rules" means risk retention regulations in 17 C.F.R. Part 246 as such regulation may be amended from time to time and subject to such clarification and interpretation as have been provided by the Commission in an adopting release or by the staff of the Commission, or as may be provided in writing by the Commission or its staff from time to time.

"Cutoff Date" means the "Effective Time" in the First Step Asset Purchase Agreement, as of the Closing Date.

"Default" means any occurrence that is, or with notice or the lapse of time or both would become, an Event of Default.

"Defaulting Party" has the meaning assigned to such term in the Hedge Agreement.

"Definitive Notes" means the definitive, fully registered Notes, substantially in the form of Exhibit A to the Indenture.

"Depositor" shall mean Diversified ABS Phase IV Holdings LLC.

"Depositor LLC Agreement" means the Operating Agreement of the Depositor, dated as of the Closing Date, as the same may be amended and supplemented from time to time.

"Depositor Pledge Agreement" means the Depositor Pledge Agreement, dated as of the Closing Date, among the Depositor, the Issuer and the Indenture Trustee, for the benefit of the Noteholders, as amended from time to time.

"Direct Expenses" has the meaning specified in the Management Services Agreement.

"Diversified" shall mean Diversified Production LLC.

"Diversified Companies" shall mean each of Diversified Energy Company Plc, Diversified Corp, Diversified, Diversified Marketing, the Depositor and the Issuer.

"Diversified Corp" shall mean Diversified Gas & Oil Corporation.

"Diversified Energy Company Plc" shall mean Diversified Energy Company Plc.

"Diversified Marketing" shall mean Diversified Energy Marketing LLC.

"Diversified Parties" shall mean each of Diversified, Diversified Corp, the Depositor and the Issuer.

"DSCR" means, as of any Quarterly Determination Date, beginning with the Payment Date occurring in July 2022, an amount equal to (a) the Securitized Net Cash Flow over the three (3) immediately preceding Collection Periods *divided by* (b) the sum of (i) the aggregate Note Interest over such three (3) immediately preceding Collection Periods, (ii) the aggregate Senior Transaction Fees over such three (3) immediately preceding Collection Periods, (iii) the aggregate Scheduled Principal Distribution Amount over such three (3) immediately preceding Collection Periods, and (iv) any unpaid Scheduled Principal Distribution Amounts on each Payment Date during the three (3) months prior to the such Quarterly Determination Date.

"Eligible Account" means a segregated account with an Eligible Institution.

"Eligible Institution" means:

(a) the corporate trust department of the Indenture Trustee; or

(b) a depository institution or trust company organized under the Laws of the United States of America or any one of the states thereof, or the District of Columbia (or any domestic branch of a foreign bank), which at all times (i) has either (A) a long-term unsecured debt rating of at least A- or better by Fitch or, to the extent that Fitch does not rate the Notes, the equivalent or better by an NRSRO, or such other rating that is acceptable to the Majority Noteholders or (B) a certificate of deposit rating of at least F-1+ or better by Fitch or, to the extent that Fitch does not rate the Notes, the equivalent or better by an NRSRO, or such other rating that is acceptable to the Majority Noteholders and (ii) whose deposits are insured by the FDIC.

"Encumbrance" means any charge, equitable interest, privilege, Lien, mortgage, deed of trust, production payment, collateral assignment, security interest, or other arrangement substantially equivalent to any of the foregoing.

"Environmental Law" means any Law, ordinance, rule or regulation of any Governmental Body relating to pollution or the protection of the environment, natural resources, or human health and safety (as it relates to exposure to Hazardous Materials).

"Environmental Liabilities" means any cost, damage, expense, liability, obligation, or other responsibility arising from or under either an Environmental Law or third party claims relating to the environment, and which relates to the ownership or operation of the Assets.

"Equity Contribution Cure" means on any date prior to the Final Scheduled Payment Date for the applicable Notes, a contribution or other payment to the Issuer made by depositing cash (other than Collections) into the Collection Account by any of the Depositor, the Sharing Group One or any other Diversified Company (or Affiliate thereof), provided such amounts shall not be more than ten percent (10%) in the aggregate of the initial principal amount of the Notes (as of the respective date of issuance) and made no more frequently than twice per calendar year.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that is treated as a single employer together with the Issuer for purposes of Section 412 of the Code or Title IV of ERISA.

"Escrow Agent" means UMB Bank, N.A., not in its individual capacity but solely as escrow agent under the Escrow Agreement.

"Escrow Agreement" means each escrow agreement, dated as of February 22, 2022 by and among the Issuer, Diversified Corp, the Escrow Agent and the related Noteholders.

"Escrow Funding Date" means February 22, 2022.

"Event of Default" has the meaning specified in Section 5.1(a) of this Indenture.

"Excess Allocation Percentage" means the greatest of the following percentages, as applicable:

(a) (i) If the DSCR as of the applicable Payment Date is less than 1.15 to 1.00, then 100%, (ii) if the DSCR as of such Payment Date is greater than or equal to 1.15 to 1.00 and less than 1.25 to 1.00, then 50%, or (iii) if the DSCR as of such Payment Date is greater than or equal to 1.25 to 1.00, then 0%; or

(b) If the Production Tracking Rate is less than 80.0%, then 100%, else 0%; or

(c) If the LTV is greater than 65.0%, then 100%, else 0%.

"Excess Amortization Amount" means, with respect to any Payment Date, the Excess Allocation Percentage of the Available Funds for such Payment Date remaining after giving effect to the distributions in clauses (A) through (E) of Section 8.6(i) of this Indenture on such Payment Date; provided, that the Excess Amortization Amount as of any Payment Date shall not exceed the Outstanding Principal Balance as of such Payment Date (calculated after giving effect to the payments on such Payment Date contemplated by clauses (A) through (E) of Section 8.6(i) of this Indenture).

"Excess Funds" means, with respect to any Collection Period and the related Payment Date, the amounts, if any, available for distribution pursuant to Section 8.6(i) of this Indenture after the distributions pursuant to clauses (A) through (K) thereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Executive Officer" means, with respect to any corporation, the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, any Executive Vice President, Senior Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of such corporation; with respect to any limited liability company, any of the officers listed previously with respect to a corporation or any managing member or sole member of the limited liability company; with respect to any partnership, any general partner thereof; and with respect to any other entity, a similar situated Person.

"FATCA" means Sections 1471 through 1474 of the Code.

"FATCA Withholding Tax" means any withholding or deduction pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements (including any intergovernmental agreements) thereunder or official interpretations thereof.

"FDIC" means the Federal Deposit Insurance Corporation.

"Final Scheduled Payment Date" means the Payment Date occurring on March 2, 2037.

"Financial Asset" has the meaning given such term in Article 8 of the UCC. As used herein, the Financial Asset "related to" a security entitlement is the Financial Asset in which the entitlement holder (as defined in the New York UCC) holding such security entitlement has the rights and property interest specified in the New York UCC.

"First Step Asset Purchase Agreement" means that certain First Step Asset Purchase Agreement, dated as of the Closing Date, between Diversified, Diversified Corp and the Depositor.

"Fitch" means Fitch Ratings, Inc., or any successor to the rating agency business thereof.

"GAAP" means Generally Accepted Accounting Principles.

"Governmental Authorization" means any approval, consent, license, permit, registration, variance, exemption, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

"Governmental Body" means any (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign, or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (d) multi-national organization or body; or (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Governmental Official" means any governmental official or employee, employee of any government-owned or government-controlled entity, political party, any official of a political party, candidate for political office, official of any public international organization or anyone else acting in an official capacity.

"Governmental Rule" means with respect to any Person, any Law, rule, regulation, ordinance, order, code, treaty, judgment, decree, directive, guideline, policy or similar form of decision of any Governmental Body binding on such Person.

"Grant" means mortgage, pledge, bargain, warrant, alienate, remise, release, convey, assign, transfer, create, grant a Lien upon and a security interest in, grant a right of set-off against, deposit, set over and confirm pursuant to the Indenture. A Grant of any item of Collateral or of any other property shall include all rights, powers and options (but none of the obligations) of the granting party thereunder, including the immediate and continuing right to claim for, collect, receive and give receipt for principal and interest payments in respect of such item of Collateral and all other monies payable thereunder, to give and receive notices and other communications, to make waivers or other agreements, to exercise all rights and options, to bring Proceedings in the name of the granting party or otherwise, and generally to do and receive anything that the granting party is or may be entitled to do or receive thereunder or with respect thereto.

"Guaranty" means, with respect to any Person, any obligation (except the endorsement in the ordinary course of business of negotiable instruments for deposit or collection) of such Person guaranteeing or in effect guaranteeing any indebtedness, dividend or other obligation of any other Person in any manner, whether directly or indirectly, including obligations incurred through an agreement, contingent or otherwise, by such Person:

(a) to purchase such indebtedness or obligation or any property constituting security therefor;

(b) to advance or supply funds (i) for the purchase or payment of such indebtedness or obligation, or (ii) to maintain any working capital or other balance sheet condition or any income statement condition of any other Person or otherwise to advance or make available funds for the purchase or payment of such indebtedness or obligation;

(c) to lease properties or to purchase properties or services primarily for the purpose of assuring the owner of such indebtedness or obligation of the ability of any other Person to make payment of the indebtedness or obligation; or

(d) otherwise to assure the owner of such indebtedness or obligation against loss in respect thereof.

In any computation of the indebtedness or other liabilities of the obligor under any Guaranty, the indebtedness or other obligations that are the subject of such Guaranty shall be assumed to be direct obligations of such obligor.

"Hazardous Materials" means any and all pollutants, toxic or hazardous wastes or other substances that might pose a hazard to health and safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized by any applicable Law, including asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, lead based paint, radon gas or similar restricted, prohibited or penalized substances.

"Hedge Agreement" means any master agreement and related schedules, annexes and confirmations entered into between the Issuer and a Hedge Counterparty with respect to any swap, forward, option, swaption, cap, future or derivative transaction or similar agreement (whether entered into as a new transaction or by novation of a transaction or agreement existing as of the Closing Date), in each case whether cash or physical settlement, that is reasonably expected to hedge or mitigate the existing or anticipated commercial risk of the Issuer to one or more commodities including, without limitation, those transactions between the Issuer and each Hedge Counterparty in existence on the Closing Date.

"Hedge Collateral Accounts" has the meaning specified in Section 8.2(e).

"Hedge Counterparty" [***].

"Hedge Counterparty Rating Requirements" has the meaning specified in the relevant Hedge Agreement.

"Hedge Counterparty Rights Agreement" means any Hedge Counterparty Rights Letter Agreement, dated as of the Closing Date, among the Issuer, the Indenture Trustee and any of the Hedge Counterparties.

"Hedge Percentage" has the meaning specified in Section 4.28 of this Indenture.

"Hedge Period" has the meaning specified in Section 4.28 of this Indenture.

"Holder" or "Noteholder" means the Person in whose name a Note is registered on the Note Register.

"Hot Back-up Management Duties" shall have the meaning set forth in the Back-up Management Agreement.

"Hydrocarbons" means oil, gas, minerals, and other gaseous and liquid hydrocarbons or any combination of the foregoing.

"IFRS" means International Financial Reporting Standards.

"Indebtedness" means, with respect to any Person, at any time, without duplication,

(a) its liabilities for borrowed money;

(b) its liabilities for the deferred purchase price of property acquired by such Person (excluding accounts payable arising in the ordinary course of business but including all liabilities created or arising under any conditional sale or other title retention agreement with respect to any such property);

(c) (i) all liabilities appearing on its balance sheet in accordance with GAAP in respect of Capital Leases and (ii) all liabilities which would appear on its balance sheet in accordance with GAAP in respect of Synthetic Leases assuming such Synthetic Leases were accounted for as Capital Leases;

(d) all liabilities for borrowed money secured by any Lien with respect to any property owned by such Person (whether or not it has assumed or otherwise become liable for such liabilities);

(e) all its liabilities in respect of letters of credit or instruments serving a similar function issued or accepted for its account by banks and other financial institutions (whether or not representing obligations for borrowed money);

(f) all its liabilities (including delivery and payment obligations) under any Hedge Agreement of such Person; and

(g) any Guaranty of such Person with respect to liabilities of a type described in any of clauses (a) through (f) hereof.

Indebtedness of any Person shall include all obligations of such Person of the character described in clauses (a) through (g) to the extent such Person remains legally liable in respect thereof notwithstanding that any such obligation is deemed to be extinguished under GAAP.

"Indenture" shall mean the Indenture, dated as of the Closing Date, between the Issuer and the Indenture Trustee, as the same may be amended and supplemented from time to time.

"Indenture Trustee" means UMB Bank, N.A., not in its individual capacity but solely as Indenture Trustee under the Indenture, or any successor Indenture Trustee under the Indenture.

"Independent" means, when used with respect to any specified Person, that the Person (a) is in fact independent of the Issuer, any other obligor on the Notes, Diversified, the Depositor and any Affiliate of any of the foregoing Persons, (b) does not have any direct financial interest or any material indirect financial interest in the Issuer, any such other obligor, Diversified, the Depositor or any Affiliate of any of the foregoing Persons and (c) is not connected with the Issuer, any such other obligor, Diversified, the Depositor or any Affiliate of any of the foregoing Persons as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions.

"Initial Hedge Strategy" has the meaning specified in Section 4.28 of this Indenture.

"Initial Payment Date" has the meaning specified in the definition of Payment Date in this Appendix A Part I of this Indenture.

"Institutional Investor" means (a) any Purchaser of a Note, (b) any holder of a Note holding (together with one or more of its affiliates) more than five percent (5%) of the aggregate principal amount of the Notes then outstanding, (c) any bank, trust company, savings and loan association or other financial institution, any pension plan, any investment company, any insurance company, any broker or dealer, or any other similar financial institution or entity, regardless of legal form, and (d) any Related Fund of any holder of any Note.

"Interest Accrual Period" means, with respect to any Payment Date, the period from and including the preceding Payment Date (or, in the case of the Initial Payment Date, the Escrow Funding Date) up to, but excluding, the current Payment Date.

"Interest Rate" means 4.95% plus any increase to such rate pursuant to Section 2.8(f) of this Indenture.

"Investment Earnings" means, with respect to any Payment Date, the investment earnings (net of losses and investment expenses) on amounts on deposit in the Issuer Accounts to be deposited into the Collection Account on such Payment Date pursuant to Section 8.2(b) of this Indenture.

"Investment Letter" has the meaning specified in Section 2.4(c) of this Indenture.

"Investments" means all investments, in cash or by delivery of property made, directly or indirectly in any Person, whether by acquisition of shares of capital stock, Indebtedness or other obligations or securities or by loan, advance, capital contribution or otherwise.

"Issuer" means Diversified ABS Phase IV LLC, a Delaware limited liability company.

"Issuer Account Property" means the Issuer Accounts, all amounts and investments held from time to time in any Issuer Account (whether in the form of deposit accounts, Physical Property, book-entry securities, uncertificated securities or otherwise), and all proceeds of the foregoing.

"Issuer Accounts" shall have the meaning specified in Section 8.2(f) of this Indenture.

"Issuer LLC Agreement" means the Operating Agreement of the Issuer, dated as of the Closing Date, as the same may be amended and supplemented from time to time.

"Issuer Order" or "Issuer Request" means a written order or request signed in the name of the Issuer by any one of its authorized officers and delivered to the Indenture Trustee.

"Joint Operating Agreement" means the Joint Operating Agreement, dated as of the Closing Date, by and between Diversified and the Issuer.

"KeyBank Facility" means the loan facility made under the Amended, Restated and Consolidated Revolving Credit Agreement, dated as of December 7, 2018, and as amended, restated or otherwise modified from time to time, among Diversified Corp, as borrower, KeyBank National Association, as administrative agent, and the lenders party thereto.

"Knowledge" means, with respect to any Diversified Company, the actual knowledge (following reasonable inquiry of direct reports) of any Executive Officer.

"Law" means any applicable United States or foreign, federal, state, regional, or local statute, law, code, rule, treaty, convention, order, decree, injunction, directive, determination or other requirement and, where applicable, any legally binding interpretation thereof by a Governmental Body having jurisdiction with respect thereto or charged with the administration or interpretation thereof (including, without limitation, any Governmental Rule).

"Leases" means the leases described on Exhibit B to the First Step Asset Purchase Agreement.

"Lien" means a security interest, lien, charge, pledge, equity or encumbrance of any kind.

"Liquidity Reserve Account" means the account designated as such, established and maintained pursuant to Section 8.2(c) of this Indenture.

"Liquidity Reserve Account Initial Deposit" means cash or Permitted Investments having a value equal to the expected Note Interest and Senior Transaction Fees payable for each Payment Date from the Closing Date through the September 2022 Payment Date, as determined by the Manager as of the Closing Date.

"Liquidity Reserve Account Required Balance" means for any Payment Date, an amount equal to 50% of the expected Note Interest and Senior Transaction Fees payable for the first six (6) Payment Dates following the Closing Date, as determined by the Manager as of the Closing Date.

"Liquidity Reserve Account Target Amount" means (i) for the March 2022 Payment Date, an amount equal to the expected Note Interest and Senior Transaction Fees payable for the Payment Dates following such Payment Date through the September 2022 Payment Date and (ii) for any other Payment Date, an amount equal to the Note Interest and Senior Transaction Fees payable for the following six (6) the Payment Dates, as determined by the Manager as of the applicable Payment Date.

"LTV" means, as of any Annual Determination Date, an amount equal to (a) the excess of the Outstanding Principal Balance as of such date of determination over the amount then on deposit in the Collection Account divided by (b) the PV-10 as of such Annual Determination Date.

"Majority Noteholders" means Noteholders (other than any Diversified Company and each of their Affiliates) representing greater than fifty percent (50%) of the aggregate Outstanding Amount of Notes.

"Management Services Agreement" means the Management Services Agreement, dated as of the Closing Date, between the Manager, Diversified Corp, and the Issuer, as amended from time to time.

"Management Team" means, at any point in time, those certain individuals serving as officers of Diversified Energy Company Plc as Chief Executive Officer, Chief Operating Officer, Chief Financial Officer and General Counsel.

"Manager" means Diversified Production LLC, in its capacity as manager under the Management Services Agreement, and any successor thereunder.

"Material" with respect to any Person means material in relation to the business, operations, affairs, financial condition, assets or properties of such Person.

"Material Adverse Effect" means a material adverse effect on (i) the business, operations, affairs, assets, properties, prospects, financial condition or results of operation of any Diversified Party, (ii) the validity, priority or enforceability of the Liens on the Collateral, taken as a whole, (iii) the ability of any Diversified Party or the Manager to perform any material obligation under any Basic Document to which it is a party, (iv) the ability of the Indenture Trustee to enforce any Diversified Party, or the Manager obligations under the Basic Documents to which such person is a party in any material respect, or (v) the validity or enforceability against any Diversified Party, or the Manager of any Basic Document to which such person is a party.

"Material Manager Default" has the meaning specified in the Management Services Agreement, as of the Closing Date.

"Moody's" means Moody Investors Service, Inc., or any successor to the rating agency business thereof.

"Mortgage" means any mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the Indenture Trustee, for the benefit of the Indenture Trustee, the Noteholders and the Hedge Counterparties, on real property of the Issuer, including any amendment, restatement, modification or supplement thereto.

"NAIC" means the National Association of Insurance Commissioners.

"Net Revenue Interest" means, for any Well, the holder's share of the Hydrocarbons produced, saved and marketed therefrom (after satisfaction of all Burdens).

"Note Interest" means, with respect to any Payment Date, an amount equal to the sum of (i) interest accrued during the Interest Accrual Period at the Interest Rate with respect to the Notes on the Outstanding Principal Balance plus (ii) any accrued and unpaid Note Interest from prior Payment Dates, together with, to the extent permitted by Law, interest thereon at such Interest Rate during the Interest Accrual Period, calculated on the basis of a 360-day year consisting of twelve 30-day months.

"Note Purchase Agreement" means the Note Purchase Agreement, dated the Closing Date, among the Issuer, Depositor, Diversified, Diversified Corp and the Purchasers (as may be further modified, amended or supplemented).

"Note Register" has the meaning specified in Section 2.5(a) of this Indenture.

"Note Registrar" has the meaning specified in Section 2.5(a) of this Indenture.

"Noteholder" means the Person in whose name a Note is registered in the Note Register.

"Noteholder FATCA Information" means, with respect to any Noteholder, information sufficient to eliminate the imposition of, or determine the amount of, U.S. withholding tax under FATCA.

"Noteholder Tax Identification Information" means, with respect to any Noteholder, properly completed and signed tax certifications (generally, in the case of U.S. Federal Income Tax, IRS Form W-9 (or applicable successor form) in the case of a person that is a "United States Person" within the meaning of Section 7701(a)(30) of the Code or the appropriate IRS Form W-8 (or applicable successor form) in the case of a person that is not a "United States Person" within the meaning of Section 7701(a)(30) of the Code).

"Notes" means the 4.95% Notes, substantially in the form of Exhibit A to the Indenture.

"Novation Agreements" means the ISDA Novation Agreement, dated as of February 23, 2022, among Citibank, N.A., Diversified Corp. and the Issuer.

"NRSRO" means any nationally recognized statistical rating agency recognized as such by the Commission and acceptable to the SVO.

"Observer" means any party engaged by or on behalf of the Issuer in accordance with the Back-up Management Agreement.

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

"OFAC Sanctions Program" means any economic or trade sanction that OFAC is responsible for administering and enforcing. A list of OFAC Sanctions Programs may be found at http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx.

"Officer's Certificate" means in the case of the Issuer, a certificate signed by a Responsible Officer of the Issuer, under the circumstances described in, and otherwise complying with, the applicable requirements of Section 12.1 of this Indenture, and delivered to the Indenture Trustee (unless otherwise specified, any reference in the Indenture to an Officer's Certificate shall be to an Officer's Certificate of a Responsible Officer of the Issuer), and in the case of the Manager or the Back-up Manager, a certificate signed by a Responsible Officer of the Manager or the Back-up Manager, as applicable.

"Oil and Gas Portfolio" means, as of any date of determination, all Assets then held by the Issuer.

"Operating Expenses" means the amounts chargeable to the Joint Account (as defined in the Joint Operating Agreement) with respect to Issuer's interest. Operating Expenses excludes any amounts otherwise paid by Issuer under the Basic Documents and any internal general and administrative expenses of Issuer.

"Operator" means Diversified Production LLC, in its capacity as operator under the Joint Operating Agreement, and any successor thereunder.

"Opinion of Counsel" means one or more written opinions of counsel who may, except as otherwise expressly provided in the Indenture, be an employee of or counsel to the Issuer or the Depositor (if satisfactory to the addressees of such opinion) and who shall be satisfactory to the addressees of such opinion, and which opinion or opinions if addressed to the Indenture Trustee, shall comply with any applicable requirements of Section 12.1 of this Indenture and shall be in form and substance satisfactory to the Indenture Trustee.

"Optional Redemption" means the redemption of the Notes by the Issuer in accordance with Section 10.1 of this Indenture.

"Order" means any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

"Organizational Documents" of any entity shall mean (a) in the case of a corporation, the articles or certificate of incorporation (or the equivalent of such items under state Law) and the bylaws of such corporation, (b) in the case of a limited liability company, the certificate or articles of existence or formation and the operating agreement of such limited liability company, (c) in the case of a limited partnership, the certificate of formation and limited partnership agreement of such limited partnership and the Organizational Documents of the general partner of such limited partnership, and (d) any equivalent documents to the foregoing under the state Law where such entity was organized or formed.

"Outstanding" means, as of the date of determination, all Notes theretofore authenticated and delivered under this Indenture except:

(a) Notes theretofore cancelled by the Note Registrar or delivered to the Note Registrar for cancellation;

(b) Notes or portions thereof the payment for which money in the necessary amount has been theretofore deposited with the Indenture Trustee or any Paying Agent in trust for the Holders of such Notes (provided, however, that if such Notes are to be redeemed, notice of such redemption has been duly given or waived pursuant to this Indenture or provision for such notice or waiver has been made which is satisfactory to the Indenture Trustee); and

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Indenture unless proof satisfactory to the Indenture Trustee is presented that any such Notes are held by a protected purchaser;

provided, that in determining whether the Holders of the requisite Outstanding Amount have given any request, demand, authorization, direction, notice, consent or waiver hereunder or under any Basic Document, Notes owned by the Issuer, any other obligor upon the Notes, Diversified, the Depositor or any Affiliate of any of the foregoing Persons shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Indenture Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes that a Responsible Officer of the Indenture Trustee has actual knowledge are so owned shall be so disregarded. Notes so owned that have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Indenture Trustee the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer, any other obligor upon the Notes, Diversified, the Depositor or any Affiliate of any of the foregoing Persons.

"Outstanding Amount" means the aggregate principal amount of all Notes outstanding at the date of determination.

"Outstanding Principal Balance" means, as of any date of determination, the Initial Principal Balance of the Notes, including any Additional Notes, less the sum of all amounts distributed to the Noteholders on or prior to such date in respect of principal, including with respect to any redemption of Notes.

"P&A Expense Amount" means, for any fiscal year, the aggregate net amount of plugging and abandonment expenses attributable to the Assets, which amount shall be determined by the Manager in accordance with the Management Standards (as defined in the Management Services Agreement).

"P&A Reserve Account Target Amount" means, with respect to any Payment Date, an amount equal to two (2) times the excess, if any, of (a) the P&A Expense Amount for the calendar year preceding the applicable occurrence of the P&A Reserve Trigger over (b) the P&A Reserve Trigger Amount.

"P&A Reserve Trigger" means the determination of as of the Payment Determination Date in March of any fiscal year that the P&A Expense Amount for the Issuer's prior fiscal year exceeded the P&A Reserve Trigger Amount.

"P&A Reserve Trigger Amount" means (i) for fiscal years 2022 through 2030, an amount equal to $1,500,000 and (ii) for fiscal years 2031 through 2037, an amount equal to $1,750,000.

"Paying Agent" means the Indenture Trustee or any other Person that meets the eligibility standards for the Indenture Trustee specified in Section 6.11 of this Indenture and is authorized by the Issuer to make payments to and distributions from the Collection Account including payments of principal of or interest on the Notes on behalf of the Issuer.

"Payment Date" means, with respect to each Collection Period, the 28th day of each month, beginning in March (the "Initial Payment Date"); *provided*, if any such day is not a Business Day, then the payments due thereon shall be made on the next immediately following Business Day.

"Payment Date Compliance Certificate" means the certificate delivered pursuant to Section 7.1(e) of this Indenture.

"Payment Date Report" means a certificate of the Manager delivered pursuant to Section 8.6 of this Indenture.

"Payment Determination Date" means, with respect to any Payment Date, two (2) Business Days immediately preceding such Payment Date.

"Permitted Dispositions" means the sale, or exchange for Additional Assets, of Assets by the Issuer at a price or value equal to fair market value at the time of such sale or exchange, subject to the following limitations:

(a) the aggregate amount of Assets sold or exchanged does not exceed 15% of the Assets on the basis of value as of the Closing Date;

(b) the aggregate amount of Assets sold to any Affiliate of Diversified does not exceed 5% of the value of the Assets;

(c) the selection procedures used in selecting such Assets would not reasonably be expected to be materially adverse to the Noteholders;

(d) the DSCR shall not be less than 1.25 to 1.00, the Production Tracking Rate shall not be less than 80% and the LTV shall not be greater than 75% on a pro forma basis after giving effect to such sale or exchange and the application of the proceeds therefrom to the purchase of Additional Assets the repayment of the Notes or any required hedge termination payment, if any;

(e) the Rating Agency Condition shall have been satisfied; and

(f) no sale, or exchange for Additional Assets, of Assets may occur during the continuance of any Default, Event of Default, or Rapid Amortization Event.

"Permitted Indebtedness" shall have the meaning specified in Section 4.21 of this Indenture.

"Permitted Investments" means (i) direct obligations of the United States of America or any agency thereof, or shares of money market funds that invest solely in such obligations, (ii) obligations fully guaranteed by the United States of America and certificates of deposit issued by, or bankers' acceptances of, or time deposits, demand deposits or overnight deposits with, any bank, trust company or national banking association incorporated or doing business under the Laws of the United States of America or one of the states thereof having combined capital and surplus and retained earnings of at least $250,000,000, (iii) commercial paper of companies, banks, trust companies or national banking associations incorporated or doing business under the Laws of the United States of America or one of the states thereof and in each case having a rating assigned to such commercial paper by S&P or Moody's (or, if neither such organization shall rate such commercial paper at any time, by any nationally recognized rating organization in the United States of America) equal to the highest rating assigned by such organizations and (iv) money market funds which (a) invest primarily in obligations of the United States of America or any agency thereof, corporate bonds, certificates of deposit, commercial paper rated AAAmmf or better by Fitch and P-1 or better by Moody's, repurchase agreements, time deposits, asset-backed securities, mortgage-backed securities, banker's acceptances, municipal bonds, and floating rate and variable rate securities and (b) have a rating assigned to such fund by Moody's, or Fitch equal to "AAAmmf", or "AAA/V-1+", respectively, or better. In no event shall any investment be eligible as a "Permitted Investment" unless the final maturity or date of return of such investment is thirty-one (31) days or less from the date of purchase thereof.

"Permitted Liens" shall have the meaning assigned to the term "Permitted Encumbrance" in the First Step Asset Purchase Agreement, as of the Closing Date.

"Person" means any individual, corporation, limited liability company, estate, partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization or government or any agency or political subdivision thereof.

"Physical Property" means instruments within the meaning of Section 9-102(a)(47) of the UCC and certificated securities within the meaning of Section 8-102 of the UCC.

"Placement Agent" means DCMB Securities LLC, as placement agent.

"Plan" means any (a) "employee benefit plan" as defined in Section 3(3) of ERISA that is subject to Title I of ERISA, (b) "plan" described in Section 4975(e)(1) of the Code that is subject to Section 4975 of the Code; (c) entity or account whose underlying assets are deemed to include "plan assets" (within the meaning of the Department of Labor regulation located at 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA) or (d) plan, entity or account that is subject to any U.S. federal, state, non-U.S. or local Law that is substantially similar to Title I of ERISA or Section 4975 of the Code.

"Precautionary Intercreditor" means the Acknowledgement Agreement, dated as of the Closing Date, among Diversified, the Issuer and KeyBank National Association.

"Precautionary Mortgage" means each Mortgage, Line of Credit Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of the Closing Date, from Diversified or the Depositor, as applicable, as mortgagor, to the Issuer, as mortgagee.

"Predecessor Note" means, with respect to any particular Note, every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purpose of this definition, any Note authenticated and delivered under Section 2.6 of this Indenture in lieu of a mutilated, lost, destroyed or stolen Note shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Note.

"Principal Distribution Amount" means, as of any Payment Date, (1) prior to the occurrence of a Rapid Amortization Event, the Scheduled Principal Distribution Amount plus any unpaid Scheduled Principal Distribution Amounts from prior Payment Dates, and (2) on or after the occurrence of a Rapid Amortization Event, all Available Funds for such Payment Date after giving effect to the distributions in clauses (A) through (D) of Section 8.6(i) of this Indenture on such Payment Date; provided, that the Principal Distribution Amount as of any Payment Date shall not exceed the Outstanding Principal Balance as of such Payment Date.

"Private Letter Rating" means a letter delivered by a Rating Agency with respect to the Notes that includes the following elements:

(a) The rating on the Notes with specific reference to any private placement number(s) issued for the Notes by Standard & Poor's CUSIP Service Bureau or other information that uniquely identifies the Notes, including coupon and maturity;

(b) A statement that the rating of the Notes will be maintained and a rating letter will be produced at least once every calendar year;

(c) A statement that the rating encompasses the expectation of timely payment of principal and interest as scheduled; and

(d) A statement that such letter may be shared with the holders' regulatory and self-regulatory bodies (including the SVO of the NAIC) and auditors of the holder of the Notes without need for a non-disclosure agreement with the Rating Agency.

"Proceeding" means any suit in equity, action at Law or other judicial or administrative proceeding.

"Proceeds Retention Condition" shall have the meaning specified in Section 8.4(a) of this Indenture.

"Production Tracking Rate" means, with respect to any Semi-Annual Determination Date beginning with the Payment Date occurring in July 2022, the quotient of (a) the aggregate production volume with respect to the Oil and Gas Portfolio actually realized over the six (6) calendar months immediately preceding such date of determination over (b) the aggregate production volume with respect to the Oil and Gas Portfolio projected in the most recent Reserve Report for the six (6) corresponding calendar months.

"Purchaser" or "Purchasers" means the purchasers listed on Schedule B to the Note Purchase Agreement.

"PV-10" means the value calculated in the most recent Reserve Report delivered pursuant to Section 8.5 of this Indenture consisting of the discounted present value (using ten percent (10.0%) discount rate) of the sum of (i) the projected net cash flows from the Oil and Gas Portfolio categorized as proved, developed and producing using commodity strip prices, and (ii) the positive or negative aggregate mark-to-market value determined as of such date of determination of all Hedge Agreements, calculated in the aggregate for all Hydrocarbons hedged, calculated on an annual basis (or, to the extent the Manager in its discretion obtains an updated Reserve Report prior to any otherwise scheduled annually updated Reserve Report, calculated on a more frequent basis to reflect the projected proceeds described in such updated Reserve Report).

"Qualified Buyer" means any U.S. domiciled private equity fund or controlled holding company, similar investment fund, sovereign wealth fund, publicly listed company, upstream or energy company, and/or similar entities or investors (or any consortium or combination of any or all of the foregoing) that (i) invests, as a substantial part of its business, in companies that are not, at the time of investment, in financial distress, as determined by the Depositor in good faith or (ii) in the aggregate for all such persons, has either (x) assets under management in excess of $1,000,000,000 or (y) a market capitalization of $1,000,000,000 or (z) an enterprise value of $1,500,000,000 and (iii) is reasonably acceptable to the Noteholders with respect to know your customer and OFAC Sanction Programs.

"Qualified Change of Control" means with the consent of the noteholders (such consent not to be unreasonably withheld), a Change of Control where the acquirer is a Qualified Buyer.

"Qualifying Owner" means those certain owners of equity interests that own 10% or more of the issued and outstanding equity interests in Diversified Energy Company Plc as of the Closing Date.

"Quarterly Determination Date" means the Payment Determination Dates in the months of January, April, July and October.

"Rapid Amortization Event" means the occurrence of (i) any Event of Default under the Indenture, (ii) a Warm Trigger Event, (iii) any Material Manager Default under the Management Services Agreement, (iv) any Rating Agency takes any negative action in respect of their rating of the Notes that is attributable in whole or in part to regulatory actions, provided that a Rapid Amortization Event pursuant to the foregoing clause (iv) may be cured upon any Rating Agency providing a rating of BBB or higher (without negative watch) in respect of the Notes at any time subsequent to the occurrence of such Rapid Amortization Event, or (v) (A) the default in observance or performance of Section 4.29 or Section 8.1 and such default shall continue or not be cured for a period of two (2) Business Days after the earlier of (1) Knowledge of any Diversified Company of such default or (2) receipt by the Issuer and a Responsible Officer of the Indenture Trustee from a Noteholder or a Hedge Counterparty, of a written notice of such default, or (B) the occurrence of an event described in Section 5.1(a)(iv) or (v) with respect to the holder of an Agent Controlled Account, it being understood that any Rapid Amortization Event specified under clause (v)(A) shall be deemed cured and no longer in effect upon a cure and compliance of each such Section, as evidenced by a certification of the Issuer delivered to the Indenture Trustee, and any such Rapid Amortization Event shall be deemed no longer in effect if waived in writing by the Majority Noteholders.

"Rating Agency" means (i) Fitch and (ii) if Fitch does not issue a senior unsecured long-term debt rating, corporate credit rating or issuer rating for the applicable Person or fails to make such rating publicly available, a "nationally recognized statistical rating organization" registered under the Exchange Act that is consented to by the Majority Noteholders.

"Rating Agency Condition" means, with respect to any action, that each Rating Agency then rating a class of Notes shall have received five (5) Business Days' (or such shorter period as shall be acceptable to each Rating Agency) prior written notice and shall not have notified the Issuer that such action will result in a downgrade or withdrawal of the then current rating on any class of Notes.

"Rating Agency Contact" shall mean latamsfsurveillance@fitchratings.com.

"Record Date" means, with respect to a Payment Date or Redemption Date, the last day of the immediately preceding calendar month.

"Redemption Date" means, (i) in the case of a redemption of the Notes pursuant to Section 10.1(a) of this Indenture, the Payment Date specified by the Issuer pursuant to Section 10.1(a) of this Indenture, and (ii) in the case of a redemption of the Notes pursuant to Section 10.1(b) of this Indenture, any Payment Date within 90 days of the triggering Change of Control or Qualified Change of Control, as specified by the Issuer pursuant to Section 10.1(b) of this Indenture.

"Redemption Price" means, the price (expressed as a percentage of par), which includes the accrued interest to the Redemption Date, as set forth below:

First 3.5 Years after the Closing Date (other than pursuant to a Qualified Change of Control or Clean Up Call)	The Applicable Premium
Year 3.5 through Year 4.5 (other than pursuant to a Qualified Change of Control or Clean Up Call)	102%
Pursuant to a Qualified Change of Control prior to Year 4.5	101%
After Year 4.5 or at any time with respect to a Clean Up Call	100%

"Related Fund" means, with respect to any Holder of any Note, any fund or entity that (a) invests in Securities or bank loans, and (b) is advised or managed by such holder, the same investment advisor as such holder or by an affiliate of such holder or such investment advisor.

"Reserve Report" means initially the "Reserve Report" as defined in the First Step Asset Purchase Agreement and upon delivery of the updated reserve report required with respect to the Assets pursuant to Section 8.5 of this Indenture, a reserve report in form and substance substantially similar to the "Reserve Report" as defined in the First Step Asset Purchase Agreement (as adjusted for new information) and otherwise reasonably acceptable to the Majority Noteholders, setting forth as of the date of the report the oil and gas reserves of the Issuer, together with a projection of the rate of production and future net income, Taxes, Operating Expenses and capital expenditures with respect to the Assets as of that date based on good faith and reasonable economic assumptions provided by the Manager, containing customary assumptions, qualifications and exclusions; provided, that upon the reasonable request of the Majority Noteholders, the Majority Noteholders may, at their sole expense, independently audit the economic assumptions provided by the Manager.

"Responsible Officer" means, (x) with respect to the Indenture Trustee, any officer within the Corporate Trust Office of the Indenture Trustee, including any vice president, assistant vice president, assistant secretary, senior associate, associate, trust officer or any other officer, employee or other person of the Indenture Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular matter, any other officer to whom such matter is referred because of such officer's knowledge of and familiarity with the particular subject, in each case, who shall have direct responsibility for the administration of this Indenture, (y) with respect to the Issuer any officer, including any president, vice president, secretary or any other officer performing functions similar to those performed by such officers, and (z) with respect to Diversified Corp or Diversified, any officer, including any president, vice president, secretary or any other officer performing functions similar to those performed by such officers.

"Risk Retained Interest": The limited liability company interests in the Issuer representing, at the Closing Date, a fair value of not less than five percent (5%) of the fair value of all "ABS interests" (as defined in the U.S. Credit Risk Retention Rules) of the Issuer, determined using a fair value measurement framework under GAAP.

"Rule 144A" means Rule 144A promulgated under the Securities Act.

"Rule 17g-5" has the meaning specified in Section 12.19(a) of this Indenture.

"Schedule of Assets" shall mean Exhibit A to the First Step Asset Purchase Agreement specifying the Assets being transferred, as such Schedule may be amended from time to time.

"Scheduled Principal Distribution Amount" means, as of any date of determination, the amount indicated on Schedule B to the Indenture with respect to such date.

"Second Step Asset Purchase Agreement" means that certain Second Step Asset Purchase Agreement, dated as of the Closing Date, between the Depositor, Diversified Corp and the Issuer.

"Securities" or "Security" shall have the meaning specified in section 2(a)(1) of the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Intermediary" shall have the meaning specified in Section 8.2(g) of this Indenture.

"Securitized Net Cash Flow" means, with respect to any Collection Period, the sum of the aggregate proceeds of the Oil and Gas Portfolio deposited in the Collection Account during such Collection Period, the aggregate amount of the Equity Contribution Cures, if any, deposited in the Collection Account during such Collection Period, and the net proceeds of any Hedge Agreements received by the Issuer during such Collection Period in excess of amounts payable pursuant to clauses (i)(A), (i)(B), (ii)(A) and (ii)(B) of Section 8.6 of this Indenture with respect to such Collection Period.

"Semi-Annual Determination Date" means the Payment Determination Dates in the months of January and July.

"Senior Financial Officer" means, with respect to Diversified, the chief financial officer, principal accounting officer, treasurer or comptroller (or any other officer holding a title or role similar to any of the foregoing) of Diversified.

"Senior Transaction Fees" means any fees or expenses payable pursuant to clauses (i)(A) and (B) of Section 8.6 of this Indenture.

"Sharing Group One" means, in the event that the Majority Noteholders shall have consented to and the Rating Agency Condition shall have been satisfied with respect to the Depositor being permitted to have Subsidiaries in addition to the Issuer, the Notes and each other transaction of a Subsidiary of the Depositor designated by the Depositor to be included in Sharing Group One.

"Similar Law" means any U.S. federal, state, non-U.S. or local Law that is substantially similar to Title I of ERISA or Section 4975 of the Code.

"Standard & Poor's" or "S&P" means S&P Global Ratings, a division of S&P Global Inc., or any successor to the rating agency business thereof.

"State" means any one of the 50 States of the United States of America or the District of Columbia.

"State Sanctions List" means a list that is adopted by any state Governmental Body within the United States of America pertaining to Persons that engage in investment or other commercial activities in Iran or any other country that is a target of economic sanctions imposed under U.S. Economic Sanctions Laws.

"Subsidiary" means, as to any Person, any other Person in which such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar functions) of such second Person, and any partnership or joint venture if more than a fifty percent (50%) interest in the profits or capital thereof is owned by such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries (unless such partnership or joint venture can and does ordinarily take major business actions without the prior approval of such Person or one or more of its Subsidiaries). Unless the context otherwise clearly requires, any reference to a "Subsidiary" is a reference to a Subsidiary of the Issuer.

"SVO" means the Securities Valuation Office of the NAIC.

"Synthetic Lease" means, at any time, any lease (including leases that may be terminated by the lessee at any time) of any property (a) that is accounted for as an operating lease under GAAP and (b) in respect of which the lessee retains or obtains ownership of the property so leased for U.S. federal income tax purposes, other than any such lease under which such Person is the lessor.

"Tax" or "Taxes" means any and all federal, state, provincial, local, foreign and other taxes, levies, fees, imposts, duties, assessments, and other governmental charges imposed by any Governmental Body, including income, profits, franchise, withholding, employment, social security (or similar), disability, occupation, ad valorem, property, value added, capital gains, sales, goods and services, use, real or personal property, capital stock, license, branch, payroll, estimated, unemployment, severance, compensation, utility, stamp, occupation, premium, windfall profits, transfer, gains, production and excise taxes, and customs duties, together with any interest, penalties, fines or additions thereto.

"Threatened" means a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made (orally or in writing) to a Diversified Company or any officers, directors, or employees of a Diversified Company that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

"Transferor Certificate" has the meaning specified in Section 2.4(c) of this Indenture.

"Treasury Rate" means, in respect of any date of redemption of Notes pursuant to Section 10.1 of this Indenture, the yield to maturity implied by the "Ask Yield(s)" reported as of 10:00 a.m. (New York City time) on the second Business Day preceding the Payment Date with respect to such redemption of Notes, on the display designated as "Page PX1" (or such other display as may replace Page PX1) on Bloomberg Financial Markets for the most recently issued actively traded on-the-run U.S. Treasury securities ("Reported") having a maturity equal to the remaining average life of such redeemed Note as of such Settlement Date. If there are no such U.S. Treasury securities reported having a maturity equal to such remaining average life, then such implied yield to maturity will be determined by (i) converting U.S. Treasury bill quotations to bond equivalent yields in accordance with accepted financial practice and (ii) interpolating linearly between the "Ask Yields" reported for the applicable most recently issued actively traded on-the-run U.S. Treasury securities with the maturities (1) closest to and greater than such Remaining Average Life and (2) closest to and less than such Remaining Average Life. The Treasury Rate shall be rounded to the number of decimal places as appears in the interest rate of the applicable Note.

"Treasury Regulations" shall mean regulations, including proposed or temporary regulations, promulgated under the Code. References herein to specific provisions of proposed or temporary regulations shall include analogous provisions of final Treasury Regulations or other successor Treasury Regulations.

"UCC" means, unless the context otherwise requires, the Uniform Commercial Code, as in effect in the relevant jurisdiction, as amended from time to time.

"U.S. Economic Sanctions Laws" means those Laws, executive orders, enabling legislation or regulations administered and enforced by the United States pursuant to which economic sanctions have been imposed on any Person, entity, organization, country or regime, including the Trading with the Enemy Act, the International Emergency Economic Powers Act, the Iran Sanctions Act, the Sudan Accountability and Divestment Act and any other OFAC Sanctions Program.

"USA PATRIOT Act" means United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

"U.S. Person" means:

(a) a citizen or resident of the United States for U.S. federal income tax purposes;

(b) an entity treated as a corporation or partnership for U.S. federal income tax purposes, except to the extent provided in applicable U.S. Department of Treasury regulations, created or organized in or under the Laws of the United States, any state or the District of Columbia, including an entity treated as a corporation or partnership for U.S. federal income tax purposes;

(c) an estate the income of which is subject to U.S. federal income taxation regardless of its source;

(d) an entity treated as a trust for U.S. federal income tax purposes if a court within the United States is able to exercise primary supervision over the administration of such trust, and one or more such U.S. Persons have the authority to control all substantial decisions of such trust; or

(e) to the extent provided in applicable U.S. Department of Treasury regulations, certain trusts in existence on August 20, 1996, which are eligible to elect to be treated as U.S. Persons.

"VE Score" has the meaning specified in Section 2.8 of this Indenture.

"Warm Back-up Management Duties" shall have the meaning set forth in the Back-up Management Agreement as of the date of this Indenture.

"Warm Trigger Event" will be continuing for so long as (i) the DSCR for two Quarterly Determination Dates is less than 1.15 to 1.00, (ii) the Production Tracking Rate as of any Payment Date is less than 80% or (iii) the LTV as of any Payment Date is greater than 85%

"Wells" has the meaning specified in the First Step Asset Purchase Agreement as of the date of this Indenture.

"Working Interest" means, for any Well, that share of costs and expenses associated with the exploration, maintenance, development, and operation of such Well that the holder of the interest is required to bear and pay.

PART II - RULES OF CONSTRUCTION

Accounting Terms. As used in this Appendix or the Basic Documents, accounting terms which are not defined, and accounting terms partly defined, herein or therein shall have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms in this Appendix or the Basic Documents are inconsistent with the meanings of such terms under generally accepted accounting principles, the definitions contained in this Appendix or the Basic Documents will control.

"Hereof" etc.: The words "hereof," "herein" and "hereunder" and words of similar import when used in this Appendix or any Basic Document will refer to this Appendix or such Basic Document as a whole and not to any particular provision of this Appendix or such Basic Document; and Section, Schedule and Exhibit references contained in this Appendix or any Basic Document are references to Sections, Schedules and Exhibits in or to this Appendix or such Basic Document unless otherwise specified. The word "or" is not exclusive.

Use of "related" as used in this Appendix and the Basic Documents, with respect to any Payment Date, the "related Payment Determination Date," the "related Collection Period," and the "related Record Date" will mean the Payment Determination Date, the Collection Period, and the Record Date, respectively, immediately preceding such Payment Date. With respect to the Divestiture Date, the "related Cutoff Date" will mean the Cutoff Date established for the closing of the transfer of Assets on the Divestiture Date.

Amendments. Any agreement or instrument defined or referred to in the Basic Documents or in any instrument or certificate delivered in connection herewith shall mean such agreement or instrument as from time to time amended, modified or supplemented and includes references to all attachments thereto and instruments incorporated therein.

Number and Gender. Each defined term used in this Appendix or the Basic Documents has a comparable meaning when used in its plural or singular form. Each gender specific term used in this Appendix or the Basic Documents has a comparable meaning whether used in a masculine, feminine or gender-neutral form.

Including. Whenever the term "including" (whether or not that term is followed by the phrase "but not limited to" or "without limitation" or words of similar effect) is used in this Appendix or the Basic Documents in connection with a listing of items within a particular classification, that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or exclusive listing of, the items within that classification.

UCC References. Terms used herein that are defined in the New York UCC and not otherwise defined herein shall have the meanings set forth in the New York UCC.

SCHEDULE A

Schedule of Assets

[**Omitted**]

Sch. A

SCHEDULE B

Scheduled Principal Distribution Amounts

[**Omitted**]

SCHEDULE 3.3

Schedule of Legal Proceedings and Orders

[**Omitted**]

SCHEDULE 3.4(b)

Schedule of Compliance with Laws and Governmental Authorizations

[**Omitted**]

Sch. 3.4(b)

SCHEDULE 3.9

Schedule of Employee Benefit Plans

[**Omitted**]

EXHIBIT A

FORM OF NOTE

[**Omitted**]

EXHIBIT B

FORM OF TRANSFEROR CERTIFICATE

[**Omitted**]

EXHIBIT C

FORM OF INVESTMENT LETTER

[**Omitted**]

EXHIBIT D

FORM OF STATEMENT TO NOTEHOLDERS

[**Omitted**]

Exhibit 4.29

CERTAIN INFORMATION IN THIS DOCUMENT, MARKED BY [***] HAS BEEN EXCLUDED. SUCH EXCLUDED INFORMATION IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED.

Execution Version

INDENTURE

by and among

DIVERSIFIED ABS PHASE V LLC,
as Issuer,

DIVERSIFIED ABS V UPSTREAM LLC,

as Guarantor,

and

UMB BANK, N.A.,
as Indenture Trustee and Securities Intermediary

Dated as of May 27, 2022

TABLE OF CONTENTS

THIS INDENTURE dated as of May 27, 2022 (as it may be amended and supplemented from time to time, this "Indenture") is between Diversified ABS Phase V LLC, a Delaware limited liability company (the "Issuer"), Diversified ABS V Upstream LLC, a Pennsylvania limited liability company (the "Guarantor"), and UMB Bank, N.A., a national banking association, as indenture trustee and not in its individual capacity (the "Indenture Trustee") and as Securities Intermediary (as defined herein).

Each party agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Holders of the Issuer's 5.78% Class A Notes and the Hedge Counterparties:

GRANTING CLAUSE

The Issuer and the Guarantor (collectively, the "Issuer Parties" and each, an "Issuer Party") hereby Grant to the Indenture Trustee on the Closing Date, as Indenture Trustee for the benefit of the Secured Parties, all of the Issuer Parties' right, title and interest, whether now or hereafter acquired, and wherever located, in and to, as applicable (a) the Assets and all monies received thereon and in respect thereof after the Cutoff Date; (b) the Issuer Accounts and Hedge Collateral Accounts and all funds on deposit in, and "financial assets" (as such term is defined in the UCC as from time to time in effect), instruments, money, and other property credited to or on deposit in the Issuer Accounts and Hedge Collateral Accounts, from time to time, including the Liquidity Reserve Account Initial Deposit, and in all investments and proceeds thereof (including all income thereon); (c) the Management Services Agreement; (d) the Hedge Agreements; (e) each Joint Operating Agreement; (f) the Back-up Management Agreement; (g) the Separation Agreement; (h) the Plan of Division; (i) the Statement of Division; (j) the Pledge Agreement; (k) each other Basic Document to which it is a party; (l) all accounts, chattel paper, commercial tort claims, deposit accounts, documents, general intangibles, goods, instruments, investment property, letter-of-credit rights, letters of credit, money, and oil, gas, and other minerals; (m) all proceeds of any and all of the foregoing insofar as relating to the Assets and all present and future claims, demands, causes of action and choses in action in respect of any or all of the foregoing insofar as relating to the Assets and all payments on or under and all proceeds of every kind and nature whatsoever in respect of any or all of the foregoing insofar as relating to the Assets, including all proceeds of the conversion thereof, voluntary or involuntary, into cash or other liquid property, all cash proceeds, accounts, accounts receivable, notes, drafts, acceptances, chattel paper, checks, deposit accounts, insurance proceeds, condemnation awards, rights to payment of any and every kind and other forms of obligations and receivables, instruments, general intangibles and other property which at any time constitute all or part of or are included in the proceeds of any of the foregoing; (n) all limited liability company interests in the Guarantor, including, without limitation: (i) all limited liability company interests, as such term is defined in the Delaware Limited Liability Company Act; (ii) all governance rights, including, without limitation, all rights to vote, consent to action, and otherwise participate in the management of the business and affairs of each Issuer Party; and (iii) all informational rights, including, without limitation, all rights to receive notices, company records, tax records and all other information related to each such party, and (o) all proceeds of any and all of the foregoing (collectively, the "Collateral").

The foregoing Grant is made in trust to secure the payment of principal of and interest on, and any other amounts owing in respect of, the Notes and payments due to the Hedge Counterparties under the applicable Hedge Agreements (including any termination payments and any other amounts owed thereunder), equally and ratably without prejudice, priority or distinction, and to secure compliance with the provisions of this Indenture, all as provided in this Indenture.

The Indenture Trustee, as Indenture Trustee on behalf of the Holders of the Notes and each Hedge Counterparty, acknowledges such Grant, and accepts the trusts under this Indenture in accordance with the provisions of this Indenture and agrees to perform its duties required in this Indenture.

ARTICLE I

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.1 Definitions.

Certain capitalized terms used in this Indenture shall have the respective meanings assigned to them in Part I of Appendix A attached hereto. All references herein to "the Indenture" or "this Indenture" are to this Indenture as it may be amended, supplemented or modified from time to time, the exhibits hereto and the capitalized terms used herein which are defined in such Appendix A. All references herein to Articles, Sections, subsections and exhibits are to Articles, Sections, subsections and exhibits contained in or attached to this Indenture unless otherwise specified. All terms defined in this Indenture shall have the defined meanings when used in any certificate, notice, Note or other document made or delivered pursuant hereto unless otherwise defined therein. The rules of construction set forth in Part II of such Appendix A shall be applicable to this Indenture.

ARTICLE II

THE NOTES

Section 2.1 Form.

(a) The Notes, together with the Indenture Trustee's certificate of authentication, shall be in substantially the form set forth in Exhibit 0 to this Indenture with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may, consistently herewith, be determined by the officers of the Issuer executing such Notes, as evidenced by their execution of the Notes. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

(b) The Definitive Notes and the Global Notes representing Book-Entry Notes shall be typewritten, printed, lithographed or engraved or produced by any combination of these methods (with or without steel engraved borders), all as determined by the officers of the Issuer executing such Notes, as evidenced by their execution of such Notes.

(c) Each Note shall be dated the date of its authentication. The terms of the Notes set forth in Exhibit 0 are part of the terms of this Indenture.

(d) The Class A-1 Notes will be issued as Definitive Notes and the Class A-2 Notes will be issued as Global Notes.

Section 2.2 Execution, Authentication and Delivery.

(a) The Notes shall be executed on behalf of the Issuer by any of its authorized officers. The signature of any such authorized officer on the Notes may be manual or facsimile.

(b) Notes bearing the manual or facsimile signature of individuals who were at any time authorized officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Notes or did not hold such offices at the date of such Notes.

(c) The Indenture Trustee shall upon receipt of an Issuer Order authenticate and deliver the Notes for original issue in an aggregate initial principal amount of $445,000,000. The aggregate principal amount of the Notes outstanding at any time may not exceed such amount except as provided in Section 2.6. Without limiting the generality of the foregoing, the Issuer Order shall specify whether the Notes shall be issuable as Definitive Notes or as Book-Entry Notes.

(d) Each Note shall be dated the date of its authentication. Except as otherwise described in this paragraph, the Notes shall be issuable as registered Notes in minimum denominations of $1,000,000 and in integral multiples of $1,000 in excess thereof. Notwithstanding any other provision in this Indenture or the Note Purchase Agreement, transfers of ownership or beneficial interests or participations in the Notes shall not be recognized if the result of such a transfer or participation is the creation of ownership or beneficial ownership of such Note in a principal amount that is less than the minimum denominations set forth in this Section 2.2, provided that if necessary to enable the registration of transfer by a holder of its entire holding of Notes, one Note may be in a denomination of less than the required minimum denomination.

(e) No Note shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Note a certificate of authentication substantially in the form provided for herein executed by the Indenture Trustee by the manual signature of one of its authorized signatories, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly authenticated and delivered hereunder.

Section 2.3 Form of Notes.

(a) If the Issuer establishes pursuant to Section 2.2(c) that the Notes are to be issued as Book-Entry Notes, then the Issuer will execute and the Indenture Trustee or its agent will, in accordance with Section 2.2, authenticate and deliver, one or more definitive Global Notes, which (1) will represent, and will be denominated in an amount equal to the aggregate initial Note balance to be represented by such Global Note or Notes, or such portion thereof as the Issuer will specify in an Issuer Order, (2) will be registered in the name of the Depository for such Global Note or Notes or its nominee; (3) will be delivered by the Indenture Trustee or its agent to the Depository or pursuant to the Depository's instruction (and which may be held by the Indenture Trustee or an agent of the Indenture Trustee as custodian for the Depository, if so specified in the related Depository Agreement), (4) if applicable, will bear a legend substantially to the following effect: "Unless this Note is presented by an authorized representative of the Depository, to the Issuer or its agent for registration of transfer, exchange or payment, and any Note issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of the Depository (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of the Depository), any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein" and (5) may bear such other legend as the Issuer, upon advice of counsel, deems to be applicable.

(b) The Note Registrar and the Indenture Trustee may deal with the Depository as the sole Noteholder of the Book-Entry Notes except as otherwise provided in this Indenture.

(c) The rights of the Noteholders may be exercised only through the Depository and will be limited to those established by law and agreements between the Noteholders and the Depository and/or its participants under the Depository Agreement.

(d) The Depository will make book-entry transfers among its participants and receive and transmit payments of principal of and interest on the Book-Entry Notes to the participants.

(e) The Indenture Trustee, the Note Registrar, and the Paying Agent shall have no responsibility or liability for any actions taken or not taken by the Depository.

(f) If this Indenture requires or permits actions to be taken based on instructions or directions of the Noteholders of a stated percentage of the Outstanding Amount of the Notes, the Depository will be deemed to represent those Noteholders only if it has received instructions to that effect from Noteholders and/or the Depository's participants owning or representing, the required percentage of the beneficial interest of the Notes and has delivered the instructions to the Indenture Trustee.

(g) The Issuer in issuing Notes may use "CUSIP" numbers (if then generally in use), and, if so, the Indenture Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Noteholders; provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption shall not be affected by any defect in or omission of such numbers. The Issuer will promptly notify the Indenture Trustee and each Noteholder in writing of any change in the "CUSIP" numbers.

(h) Transfers of Global Notes only to Depository Nominees. Notwithstanding any other provisions of this Section 2.3 or of Section 2.4, and subject to the provisions of clause (i) below, unless the terms of a Global Note expressly permits such Global Note to be exchanged in whole or in part for individual Notes, a Global Note may be transferred, in whole but not in part and in the manner provided in Section 2.4, only to a nominee of the Depository for such Global Note, or to the Depository, or a successor Depository for such Global Note selected or approved by the Issuer, or to a nominee of such successor Depository.

(i) Limited Right to Receive Definitive Notes. Except under the limited circumstances described below, Noteholders of beneficial interests in Global Notes will not be entitled to receive Definitive Notes. With respect to issued Notes:

(i) If at any time the Depository for a Global Note notifies the Issuer that it is unwilling or unable to continue to act as Depository for such Global Note, the Issuer will appoint a successor Depository with respect to such Global Note. If a successor Depository for such Global Note is not appointed by the Issuer within ninety (90) days after the Issuer receives such notice or becomes aware of such ineligibility, the Issuer will execute, and the Indenture Trustee or its agent will, in accordance with Section 2.4 and with the Issuer Order delivered to the Indenture Trustee or its agent under Section 2.4 requesting the authentication and delivery of individual Notes of such Series or Class in exchange for such Global Note, will authenticate and deliver, individual Notes of such Class of like tenor and terms in an aggregate initial Note balance equal to the initial Note balance of the Global Note in exchange for such Global Note.

(ii) The Issuer may at any time and in its sole discretion determine that the Notes of any Class or portion thereof issued or issuable in the form of one or more Global Notes will no longer be represented by such Global Note or Notes. In such event the Issuer will execute, and the Indenture Trustee or its agent in accordance with Section 2.4 and with an Officer's Certificate delivered to the Indenture Trustee or its agent for the authentication and delivery of individual Notes in exchange in whole or in part for such Global Note, will authenticate and deliver individual Notes of like tenor and terms in definitive form in an aggregate initial Note balance equal to the initial Note balance of such Global Note or Notes representing such portion thereof in exchange for such Global Note or Notes.

(iii) If specified by the Issuer pursuant to Sections 2.2 and 2.4 with respect to Notes issued or issuable in the form of a Global Note, the Depository for such Global Note may surrender such Global Note in exchange in whole or in part for individual Notes of like tenor and terms in definitive form on such terms as are acceptable to the Issuer and such Depository. Thereupon the Issuer will execute, and the Indenture Trustee or its agent will, in accordance with Section 2.2 and with the Issuer Order delivered to the Indenture Trustee or its agent under Section 2.2, authenticate and deliver, without service charge, (A) to each Person specified by such Depository a new Note or Notes of like tenor and terms and of any authorized denomination as requested by such Person in an aggregate initial Note balance equal to the initial Note balance of the portion of the Global Note or Notes specified by the Depository and in exchange for such Person's beneficial interest in the Global Note; and (B) to such Depository a new Global Note of like tenor and terms and in an authorized denomination equal to the difference, if any, between the initial Note balance of the surrendered Global Note and the aggregate initial Note balance of Notes delivered to the Noteholders thereof.

(iv) If any Event of Default has occurred with respect to such Global Notes, and Noteholders evidencing more than 50% of the Global Notes (measured by voting interests) advise the Indenture Trustee and the Depository that a Global Note is no longer in the best interest of the Noteholders, the applicable Purchasers of Global Notes may exchange their beneficial interests in such Notes for Definitive Notes in accordance with the exchange provisions herein.

(v) In any exchange provided for in any of the preceding four paragraphs, the Issuer will execute and the Indenture Trustee or its agent will, in accordance with Section 2.2 and with the Issuer Order delivered to the Indenture Trustee or its agent under Section 2.2, authenticate and deliver Definitive Notes in definitive registered form in authorized denominations. Upon the exchange of the entire initial Note balance of a Global Note for Definitive Notes, such Global Note will be canceled by the Indenture Trustee or its agent. Except as provided in the preceding paragraphs, Notes issued in exchange for a Global Note pursuant to this Section will be registered in such names and in such authorized denominations as the Depository for such Global Note, pursuant to instructions from its direct or indirect participants or otherwise, will instruct the Indenture Trustee or the Note Registrar. The Indenture Trustee or the Note Registrar will deliver such Notes to the Persons in whose names such Notes are so registered.

Section 2.3A Beneficial Ownership of Global Notes.

Until Definitive Notes have been issued to the applicable Noteholders to replace any Global Notes pursuant to Section 2.3(a):

(a) the Issuer and the Indenture Trustee may deal with the applicable clearing agency or Depository and the Depository Participants for all purposes (including the making of payments) as the authorized representatives of the respective Noteholders; and

(b) the rights of the respective Noteholders will be exercised only through the applicable Depository and the Depository Participants and will be limited to those established by law and agreements between such Noteholders and the Depository and/or the Depository Participants. Pursuant to the operating rules of the applicable Depository, unless and until Definitive Notes are issued pursuant to Section 2.3(a), the Depository will make book-entry transfers among the Depository Participants and receive and transmit payments of principal and interest on the related Notes to such Depository Participants.

For purposes of any provision of this Indenture requiring or permitting actions with the consent of, or at the direction of, Noteholders evidencing a specified percentage of the Outstanding Principal Balance of Outstanding Notes, such direction or consent may be given by Noteholders (acting through the Depository and the Depository Participants) owning interests in or security entitlements to Notes evidencing the requisite percentage of principal amount of Notes.

Section 2.3B Notices to Depository.

Whenever any notice or other communication is required to be given to Noteholders with respect to which Book-Entry Notes have been issued, unless and until Definitive Notes will have been issued to the related Noteholders, the Indenture Trustee will give all such notices and communications to the applicable Depository, and shall have no obligation to report directly to such Noteholders.

Section 2.4 Transfer Restrictions on Notes.

(a) No transfer of any Note or any interest therein (including, without limitation, by pledge or hypothecation) shall be made except in compliance with the restrictions on transfer set forth in this Section 2.4 (including the applicable legend to be set forth on the face of each Note as provided in the Exhibits to this Indenture). Any resale, pledge or other transfer of any of the Notes contrary to the restrictions set forth above and elsewhere in this Indenture shall be deemed void ab initio by the Issuer and Indenture Trustee.

(b) Notwithstanding anything to the contrary contained herein, each Note and this Indenture may be amended or supplemented to modify the restrictions on and procedures for resale and other transfers of the Notes to reflect any change in applicable Law or regulation (or the interpretation thereof). Each Noteholder shall, by its acceptance of such Note, have agreed to any such amendment or supplement.

(c) As of the date of this Indenture, the Notes have not been registered under the Securities Act and will not be listed on any exchange. No Note shall be transferred or assigned, and no interest in any Note shall be transferred or assigned, unless the Noteholder and the transferee or assignee, as applicable, comply with the terms and conditions of this Section 2.4. No transfer of a Note shall be made unless such transfer is made pursuant to an effective registration statement under the Securities Act and any applicable state securities Laws or is exempt from the registration requirements under the Securities Act and such state securities Laws. Except in a transfer to Diversified or by Diversified to an Affiliate thereof, in the event that a transfer is to be made in reliance upon an exemption from the Securities Act and state securities Laws, in order to assure compliance with the Securities Act and such Laws, the Noteholder desiring to effect such transfer and such Noteholder's prospective transferee shall each certify to the Issuer, the Indenture Trustee and Diversified in writing the facts surrounding the transfer in substantially the forms set forth in Exhibit B (the "Transferor Certificate") and Exhibit C (the "Investment Letter"). Each Noteholder desiring to effect such a transfer shall, by its acceptance of such Note, have agreed to indemnify the Issuer, the Indenture Trustee and Diversified (in any capacity) against any liability that may result if the transfer is not so exempt or is not made in accordance with federal and state securities Laws.

(d) Subject to the other terms and provisions hereof, any Noteholder may at any time grant to any participant participations in all or part of the payments due to it, and its rights under this Indenture and the Note Purchase Agreement, in a minimum amount that is not less than the minimum denominations set forth in Section 2.2. No participant shall be entitled to receive any amount in excess of the amount the participating Noteholder would be entitled to receive hereunder or any of the other Basic Documents. In connection with any such transfer to a participant, such Noteholder, at its sole discretion but subject to the provisions of the Note Purchase Agreement, shall be entitled to distribute to any participant any information furnished to such Noteholder pursuant to the Note Purchase Agreement or the Indenture so long as the participant holds a participation or similar interest in the obligation due to such Noteholder in respect of the Noteholder's respective Note. Each Noteholder, by acceptance of a Note, acknowledges and agrees that any such participation will not alter or affect in any way whatsoever such Noteholder's direct obligations hereunder or under the Note Purchase Agreement and that, other than as set forth in this Section 2.4(d), none of the Issuer, the Indenture Trustee, the Manager or any other Person shall have any obligation to have any communication or relationship whatsoever with any participant of such Noteholder in order to enforce the obligations of such Noteholder hereunder and under the Note Purchase Agreement. Each Noteholder shall provide prior written notice to the Issuer and Diversified in writing of the identity and interest of each participant upon any such participation. Such Noteholder shall provide the Issuer and Diversified with respect to each participant appropriately executed copies of the forms required by this Section 2.4 and Section 2.12 with respect to itself and the related participant, treating the participant as though it were a Noteholder, and including any amendments and resubmissions, (A) prior to or promptly after any such participation and (B) upon the occurrence of any event which would require the amendment or resubmission of any such form previously provided hereunder. Any participation shall be subject to the Noteholder's compliance with, and causing the participant to comply with, the restrictions on transfer of Notes set forth herein as though a participant were a Noteholder, and the purchaser acknowledgements set forth herein, as though such participant were a Noteholder. Notwithstanding anything herein to the contrary, neither the Indenture Trustee nor the Note Registrar shall have any duty to monitor, record or register any participation in a Note or any transfer of such participation, and regardless of whether the Indenture Trustee or Note Registrar has knowledge of such a participation, the Indenture Trustee and the Note Registrar shall be entitled to deal solely with the Noteholders for all purposes under this Indenture.

(e) By acquiring a Note, each purchaser, transferee and owner of a beneficial interest in such Note will be deemed to represent that either (1) it is not acquiring the Notes with the assets of any Plan or (2) the acquisition and holding of such Notes will not give rise to a nonexempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of Similar Law. Each Note will bear a legend reflecting such deemed representation.

Section 2.5 Registration; Registration of Transfer and Exchange.

(a) The Issuer shall cause a note registrar (the "Note Registrar") to keep a register (the "Note Register") in which the Note Registrar shall provide for the registration of Notes and the registration of transfers of Notes. All Notes shall be maintained in "registered form" under Treasury Regulation Section 5f.103-1(c), proposed Treasury Regulation Section 1.163-5 and any applicable temporary, final or other successor regulations. The name and address of each Holder of the Notes, each transfer thereof and the name and address of each transferee of one or more Notes shall be recorded in such Note Register, together with the principal amount (and stated interest) of the Notes owing to the Holder of the Notes. Prior to due presentment for registration of transfer, the person in whose name any Note shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof, and the Note Registrar shall not be affected by any notice or knowledge to the contrary. No transfer shall be effective unless recorded in the Note Register. The Indenture Trustee initially shall be the Note Registrar for the purpose of registering Notes and transfers of Notes as herein provided. Upon any resignation of any Note Registrar, the Issuer shall promptly appoint a successor or, if it elects not to make such an appointment, assume the duties of Note Registrar.

(b) If a Person other than the Indenture Trustee is appointed by the Issuer as Note Registrar, the Issuer will give the Indenture Trustee and the Noteholders prompt written notice of the appointment of such Note Registrar and of the location, and any change in the location, of the Note Register, and the Indenture Trustee shall have the right to inspect the Note Register at all reasonable times and to obtain copies thereof, and the Indenture Trustee shall have the right to rely upon a certificate executed on behalf of the Note Registrar by an Executive Officer thereof as to the names and addresses of the Holders of the Notes and the principal amounts and number of such Notes; provided that, upon the reasonable request of any Noteholder, the Note Registrar and the Indenture Trustee shall provide a copy of such certificate to such Noteholder.

(c) Upon surrender for registration of transfer of any Note at the office or agency of the Issuer to be maintained as provided in Section 4.2, the Issuer shall execute, and the Indenture Trustee shall authenticate and the Noteholder shall obtain from the Indenture Trustee, in the name of the designated transferee or transferees, one or more new Notes in any authorized denominations, of a like aggregate principal amount.

(d) At the option of the Holder, Notes may be exchanged for other Notes in any authorized denominations, of a like aggregate principal amount, upon surrender of the Notes to be exchanged at such office or agency. Whenever any Notes are so surrendered for exchange the Issuer shall execute, and the Indenture Trustee shall authenticate and the Noteholder shall obtain from the Indenture Trustee, the Notes which the Noteholder making the exchange is entitled to receive.

(e) All Notes issued upon any registration of transfer or exchange of Notes shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Notes surrendered upon such registration of transfer or exchange.

(f) Every Note presented or surrendered for registration of transfer or exchange shall be duly endorsed by, or be accompanied by a written instrument of transfer in form satisfactory to the Note Registrar duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing, with such signature guaranteed by an "eligible guarantor institution" meeting the requirements of the Note Registrar, which requirements may include membership or participation in the Securities Transfer Agent's Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Note Registrar in addition to, or in substitution for, STAMP.

(g) No service charge shall be made to a Holder for any registration of transfer or exchange of Notes, but the Issuer or the Note Registrar may require payment by such Holder of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Notes, other than exchanges pursuant to Section 9.4 not involving any transfer.

(h) The preceding provisions of this Section 2.5 notwithstanding, the Issuer shall not be required to make and the Note Registrar need not register transfers or exchanges of Notes selected for redemption or of any Note for a period of fifteen (15) days preceding the due date for any payment with respect to the Note.

(i) Any purported transfer of a Note not in accordance with this Section 2.5 shall be null and void and shall not be given effect for any purpose whatsoever.

(j) Transfers of Ownership Interests in Global Notes. Transfers of beneficial interests in a Global Note representing Book-Entry Notes may be made only in accordance with the rules and regulations of the Depository and the transfer restrictions contained in the legend on such Global Note and exchanges or transfers of interests in a Global Note may be made only in accordance with the following:

(i) General Rules Regarding Transfers of Global Notes. Subject to clauses (i) and (ii) of this Section 2.5(j), transfers of a Global Note representing Book-Entry Notes shall be limited to Transfers of such Global Note in whole, but not in part, to nominees of the Depository or to a successor of the Depository or such successor's nominee.

(ii) Global Note to Definitive Note. Subject to Section 2.3(i), an owner of a beneficial interest in a Global Note deposited with or on behalf of a Depository may at any time transfer such interest for a Definitive Note, upon provision to the Indenture Trustee, the Issuer and the Note Registrar of a Transferor Certificate.

Notwithstanding anything herein to the contrary, the Indenture Trustee shall not be responsible for ascertaining whether any transfer complies with, or for otherwise monitoring or determining compliance with, the requirements or terms of the Securities Act, applicable state securities laws, ERISA, the Code or any other applicable Law.

Section 2.6 Mutilated, Destroyed, Lost or Stolen Notes.

(a) If (i) any mutilated Note is surrendered to the Indenture Trustee or Note Registrar, or the Indenture Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (ii) there is delivered to the Indenture Trustee such security or indemnity as may be required by it to hold the Issuer and the Indenture Trustee harmless, then, in the absence of notice to the Issuer, the Note Registrar or the Indenture Trustee that such Note has been acquired by a protected purchaser, the Issuer shall execute, and upon its request the Indenture Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a replacement Note; provided, however, that if any such destroyed, lost or stolen Note, but not a mutilated Note, shall have become or within seven (7) days shall be due and payable, or shall have been called for redemption, instead of issuing a replacement Note, the Issuer may pay such destroyed, lost or stolen Note when so due or payable or upon the Redemption Date without surrender thereof. If, after the delivery of such replacement Note or payment of a destroyed, lost or stolen Note pursuant to the proviso to the preceding sentence, a protected purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the Issuer and the Indenture Trustee shall be entitled to recover such replacement Note (or such payment) from the Person to whom it was delivered or any Person taking such replacement Note from such Person to whom such replacement Note was delivered or any assignee of such Person, except a protected purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Issuer or the Indenture Trustee in connection therewith.

(b) Upon the issuance of any replacement Note under this Section 2.6, the Issuer shall pay to the Indenture Trustee any reasonable expenses in connection therewith, and the Issuer may require the payment by the Holder of such Note of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other reasonable expenses (including the fees and expenses of the Indenture Trustee) connected therewith.

(c) Every replacement Note issued pursuant to this Section 2.6 in replacement of any mutilated, destroyed, lost or stolen Note shall constitute an original additional contractual obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

(d) The provisions of this Section 2.6 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

Section 2.7 Persons Deemed Owner. Prior to due presentment for registration of transfer of any Note, the Issuer, the Indenture Trustee and any agent of the Issuer or the Indenture Trustee may treat the Person in whose name any Note is registered (as of the day of determination) as the owner of such Note for the purpose of receiving payments of principal of and interest, if any, on such Note and for all other purposes whatsoever, whether or not such Note be overdue, and none of the Issuer, the Indenture Trustee or any agent of the Issuer or the Indenture Trustee shall be affected by notice or knowledge to the contrary.

Section 2.8 Payment of Principal and Interest; Defaulted Interest.

(a) The Notes shall accrue interest during the related Interest Accrual Period at the Interest Rate, and such interest shall be payable on each Payment Date in accordance with the priorities set forth in Section 8.6. Interest on the Notes will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

(b) The Issuer will pay interest on the Notes at the Interest Rate on each Payment Date on the principal amount of the Notes outstanding on the preceding Payment Date (after giving effect to all payments of principal made on the preceding Payment Date). Any installment of interest or principal payable on a Note that is punctually paid or duly provided for by the Issuer on the applicable Payment Date shall be paid to the Person in whose name such Note is registered on the Record Date by wire transfer in immediately available funds to the account designated by such person or nominee and except for the final installment of principal payable with respect to such Note on a Payment Date or on the applicable Final Scheduled Payment Date (and except for the Redemption Price or Change of Control Redemption Price, as applicable, for any Note called for redemption pursuant to Section 10.1) which shall be payable as provided below.

(c) Prior to the occurrence of an Event of Default and a declaration in accordance with Section 5.2 that the Notes have become immediately due and payable, the Outstanding Amount of the Notes shall be payable in full on the Final Scheduled Payment Date and, to the extent of funds available therefor, in installments on the Payment Dates (if any) preceding the Final Scheduled Payment Date, in the amounts and in accordance with the priorities set forth in Section 8.6(ii).

(d) Notwithstanding the foregoing, the entire unpaid principal amount of the Notes shall be due and payable, if not previously paid, on the date on which an Event of Default shall have occurred and be continuing, and either (i) the Indenture Trustee (at the direction of the Majority Noteholders) or the Majority Noteholders have declared the Notes to be immediately due and payable in the manner provided in Section 5.2 or (ii) such Event of Default arises as a result of an event set forth in Section 5.1(a)(iv) or (v). In such case, principal shall be paid in accordance with the priorities set forth in Section 8.6(ii). The Indenture Trustee shall notify the Person in whose name a Note is registered at the close of business on the Record Date preceding the Payment Date on which the Issuer expects that the final installment of principal of and interest on such Note will be paid. Such notice shall be mailed prior to such final Payment Date and shall specify that such final installment will be payable only upon presentation and surrender of such Note and shall specify the place where such Note may be presented and surrendered for payment of such installment. Notices in connection with redemptions of Notes shall be mailed to Noteholders as provided in Section 10.2.

(e) If the Issuer defaults in a payment of interest on any Note, the Issuer shall pay defaulted interest (plus interest on such defaulted interest to the extent lawful) at the Interest Rate plus an additional rate of 2.00% per annum default rate to the Interest Rate, in any lawful manner. Such default interest will be due and payable on the immediately succeeding Payment Date.

(f) If, as of the Notification Date, (x) either Sustainability Linked Performance Target has not been satisfied or (y) the External Verifier has not confirmed satisfaction of each Sustainability Linked Performance Target, the Interest Rate shall be increased once by 25 basis points for each Sustainability Linked Performance Target that has not been satisfied or confirmed by the External Verifier (the "Subsequent Rate of Interest"). The Subsequent Rate of Interest will apply from and including the Interest Rate Step Up Trigger Date up to, and including, the maturity date of the Notes. The Indenture Trustee may conclusively rely on the Officer's Certificate delivered by the Issuer with respect to the Satisfaction Notification and shall have no duty to monitor or confirm the Issuer's satisfaction of either Sustainability Linked Performance Target.

Section 2.9 Cancellation. All Notes surrendered for payment, registration of transfer, exchange or redemption shall be delivered to the Indenture Trustee and shall be promptly cancelled by the Indenture Trustee. The Issuer may at any time deliver to the Indenture Trustee for cancellation any Notes previously authenticated and delivered hereunder which the Issuer may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly cancelled by the Indenture Trustee. No Notes shall be authenticated in lieu of or in exchange for any Notes cancelled as provided in this Section 2.9, except as expressly permitted by this Indenture. All cancelled Notes may be held or disposed of by the Indenture Trustee in accordance with its standard retention or disposal policy as in effect at the time unless the Issuer shall direct by an Issuer Order that they be returned to it; provided, that such Issuer Order is timely and the Notes have not been previously disposed of by the Indenture Trustee. The Indenture Trustee shall provide notice to each Rating Agency of all cancelled Notes.

Section 2.10 Release of Collateral. Subject to Section 12.1 and the terms of the Basic Documents, and other than any distribution to the Issuer pursuant to Section 8.6(i)(M), Section 8.6(ii)(F) or Section 8.7(d), the Indenture Trustee shall release property from the lien of this Indenture only in accordance with the terms of this Indenture and upon receipt of (i) an Issuer Request accompanied by an Officer's Certificate of the Issuer stating that such release is permitted by the terms of this Indenture and that the conditions precedent to such release have been satisfied and (ii) in the event the Issuer requests a release of all or substantially all of the Collateral, a written consent to such release from each Hedge Counterparty and each Holder. With respect to clause (ii) in the foregoing sentence, any release of Collateral shall require 10 Business Days advance written notice from the Issuer to each Holder.

Section 2.11 Definitive Notes. The Class A-1 Notes, upon original issuance, will be in the form of Definitive Notes. Upon the issuance of Definitive Notes, the Indenture Trustee shall recognize the Holders of the Definitive Notes as Noteholders.

Section 2.12 Tax Treatment.

(a) The Issuer has entered into this Indenture, and the Notes will be issued, with the intention that, for federal, state and local income, single business and franchise tax purposes, the Notes will qualify as indebtedness secured by the Collateral. Each Noteholder, by its acceptance of a Note, agrees to treat Notes (other than Notes held by any equity holder of the Issuer (including any entity whose separate existence from the Issuer or the equity holder of the Issuer is disregarded for federal income tax purposes), any other persons who are members of an "expanded group" or "modified expanded group" with the Issuer within the meaning of the Treasury Regulations under Section 385 of the Code, but only so long as such Notes are held by such person, or as otherwise required by law) for all purposes including federal, state and local income, single business and franchise tax purposes as indebtedness of the Issuer.

(b) Each Noteholder, by its acceptance of a Note agrees to provide to the Person from whom it receives payments on the Notes (including the Paying Agent) the Noteholder Tax Identification Information and, upon request, to the extent FATCA Withholding Tax is applicable, the Noteholder FATCA Information.

(c) Each Noteholder, by its acceptance of a Note, agrees that the Indenture Trustee has the right to withhold any amounts (properly withholdable under Law and without any corresponding gross-up) payable to a Noteholder or holder of an interest in a Note that fails to comply with the requirements of Section 2.12(b).

Section 2.13 CUSIP Numbers. The Issuer shall obtain "CUSIP" numbers in connection with the Notes. The Indenture Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Noteholders; provided, that any such notice may state that no representation is made as to the correctness of such "CUSIP" numbers either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes and any such redemption shall not be affected by any defect in or omission of such numbers. The Issuer will promptly notify the Indenture Trustee in writing of any change in the "CUSIP" numbers.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

The Issuer represents and warrants as of the Closing Date as follows:

Section 3.1 Organization and Good Standing.

(a) The Issuer (i) is duly organized, validly existing, and in good standing under the Laws of the State of Delaware and (ii) will be duly qualified in Kentucky, Ohio, Tennessee, Virginia and West Virginia within five (5) Business Days of the Closing Date, and (iii) has full power and authority under its Organizational Documents to conduct its business as it is now being conducted, and to own or use the properties and assets that it purports to own or use.

(b) The Guarantor (i) is duly organized, validly existing, and in good standing under the Laws of the Commonwealth of Pennsylvania and (ii) will be duly qualified in Kentucky, Ohio, Tennessee, Virginia and West Virginia within five (5) Business Days of the Closing Date, and (iii) has full power and authority under its Organizational Documents to conduct its business as it is now being conducted, and to own or use the properties and assets that it purports to own or use.

Section 3.2 Authority; No Conflict.

(a) The execution, delivery, and performance of this Indenture and the Basic Documents and the performance of the Contemplated Transactions have been duly and validly authorized in accordance with the Organizational Documents of each of the Issuer Parties, as applicable.

(b) This Indenture has been duly executed and delivered by the Issuer Parties and all instruments executed and delivered by any of the Issuer Parties at or in connection with the Closing have been duly executed and delivered by such Issuer Parties.

(c) This Indenture constitutes the legally valid and binding obligation of the Issuer Parties, enforceable against the Issuer Parties in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and or other similar Laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at Law).

(d) Neither the execution and delivery of this Indenture or the instruments executed in connection herewith by the Issuer Parties nor the consummation or performance of any of the Contemplated Transactions or Basic Documents by the Issuer Parties shall, directly or indirectly (with or without notice or lapse of time or both):

(i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of the Issuer Parties, as applicable, or (B) any resolution adopted by the board of directors, board of managers, stockholders, members, or partners of the Issuer Parties, as applicable;

(ii) in any material respect, contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to notification of or to challenge any of the Contemplated Transactions or Basic Documents, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any Contract or agreement or any Law or Order to which any of the Issuer Parties, or any of the Assets, may be subject;

(iii) in any material respect, contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that relates to the Assets; or

(iv) result in the imposition or creation of any Encumbrance or give rise to any right of termination, cancellation, or acceleration under any of the terms, conditions, or provisions of any Lease, Contract, note, bond, mortgage, indenture, license, or other material agreement with respect to any of the Assets, other than any Encumbrance or Lien arising in favor of the Indenture Trustee pursuant to the Basic Documents.

Section 3.3 Legal Proceedings; Orders. Except as set forth on Schedule 3.3 hereto, there is no pending Proceeding against any of the Issuer Parties or any of its Affiliates (a) that relates to or may affect any of the Assets that could reasonably be expected to have a Material Adverse Effect; or (b) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise materially interfering with, any of the Contemplated Transactions or Basic Documents. To the Issuer Parties' Knowledge, (x) no Proceeding of the type referenced above has been Threatened, (y) there is no Order adversely affecting the use or ownership of the Assets to which any of the Issuer Parties, or any of the Assets, is subject, and (z) there is no Order or Proceeding restraining, enjoining, or otherwise prohibiting or making illegal the consummation of the Contemplated Transactions or Basic Documents or which could reasonably be expected to result in a material diminution of the benefits contemplated by this Indenture or the Contemplated Transactions or Basic Documents.

Section 3.4 Compliance with Laws and Governmental Authorizations.

(a) The Assets have been owned in all material respects in accordance with all Laws of all Governmental Bodies having or asserting jurisdiction relating to the ownership and operation thereof, including the production of Hydrocarbons attributable thereto.

(b) Except as set forth on Schedule 3.4(b) hereto, to the Knowledge of the Diversified Companies, all necessary Governmental Authorizations with regard to the ownership of any of the Issuer Parties' interest in the Assets have been obtained and no violations exist or have been recorded in respect of such Governmental Authorizations.

(c) None of the Issuer Parties nor any of their Affiliates have received any written notice of any violation of any Laws in any material respect or of any Governmental Authorization in connection with the ownership of the Assets that has not been corrected or settled, and there are no Proceedings pending or, to the Issuer Parties' Knowledge, threatened that might result in any material modification, revocation, termination or suspension of any Governmental Authorization or which would require any material corrective or remedial action by any of the Issuer Parties or any of its Affiliates.

Section 3.5 Title to Property; Leases. Each Issuer Party has good and sufficient title to its properties that individually or in the aggregate are material, including all such properties purported to have been acquired by each Issuer Party, as applicable, from Diversified pursuant to the Separation Agreement, as applicable, in each case free and clear of Liens other than Permitted Liens.

Section 3.6 Vesting of Title to the Wellbore Interests. Pursuant to the Asset Vesting Documents, title to the Wellbore Interests will vest in the Issuer Parties (as applicable), and each Issuer Party will have valid legal and beneficial title thereto, in each case subject to no prior Lien, mortgage, security interest, pledge, adverse claim, charge or other encumbrance, other than the Permitted Liens. Prior to the Separation, Diversified had valid legal and beneficial title to the Wellbore Interests and had not assigned to any Person any of its right, title or interest in any Wellbore Interests, other than in connection with any Liens that are being released on or before the Closing Date or any Permitted Liens.

Section 3.7 Compliance with Leases. The Issuer Parties are in compliance in all material respects with each Lease to the extent relating to an Asset, including all express and implied covenants thereunder. No material written demands or notices of default or non-compliance or dispute (including those received electronically) with respect to a Lease to the extent relating to an Asset have been issued to or received by the Issuer Parties that remain uncured or outstanding.

Section 3.8 Material Indebtedness. None of the Issuer Parties has any material Indebtedness other than Permitted Indebtedness.

Section 3.9 Employee Benefit Plans. Except as set forth on Schedule 3.9 hereto, neither any of the Issuer Parties nor, to the extent it would reasonably be expected to have a Material Adverse Effect, any ERISA Affiliate maintains or has ever maintained any Plans (including any Non-U.S. Plan) or has ever had any obligations to make any contribution to a Multiemployer Plan.

Section 3.10 Use of Proceeds; Margin Regulations. The Issuer Parties will apply the proceeds of the sale of the Notes hereunder (i) to finance the acquisition of the Assets pursuant to the Separation Agreement, (ii) to fund the Liquidity Reserve Account, (iii) to pay transaction fees and expenses related to the issuance of the Notes, and (iv) for general limited liability company purposes. No part of the proceeds from the sale of the Notes hereunder will be used, directly or indirectly, for the purpose of buying or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System (12 CFR 221), or for the purpose of buying or carrying or trading in any Securities under such circumstances as to involve any of the Issuer Parties in a violation of Regulation X of said Board (12 CFR 224) or to involve any broker or dealer in a violation of Regulation T of said Board (12 CFR 220).

Section 3.11 Existing Indebtedness; Future Liens.

(a) None of the Issuer Parties has, and has never had, any outstanding Indebtedness other than Permitted Indebtedness. There are no outstanding Liens on any property of any of the Issuer Parties other than Permitted Liens.

(b) Except for Permitted Liens, none of Issuer Parties has, at any time, agreed or consented to cause or permit any of its property, whether now owned or hereafter acquired, to be subject to a Lien that secures Indebtedness or to cause or permit in the future (upon the happening of a contingency or otherwise) any of its property, whether now owned or hereafter acquired, to be subject to a Lien that secures Indebtedness.

(c) Other than the Basic Documents, none of the Issuer Parties is a party to, or otherwise subject to any provision contained in, any instrument evidencing Indebtedness of any of the Issuer Parties, any agreement relating thereto or any other agreement (including its charter or any other Organizational Document) which limits the amount of, or otherwise imposes restrictions on the incurring of, Indebtedness of any of the Issuer Parties.

Section 3.12 Foreign Assets Control Regulations, Etc.

(a) Neither any of the Issuer Parties nor any Controlled Entity (i) is a Blocked Person, (ii) has been notified that its name appears (or may in the future appear) on a State Sanctions List or (iii) to any Issuer Party's Knowledge, is a target of sanctions that have been imposed by the United Nations or the European Union.

(b) None of the Issuer Parties or any Controlled Entity (i) has violated, been found in violation of, or been charged or convicted under, any applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws or Anti-Corruption Laws or (ii) to any Issuer Party's Knowledge, is under investigation by any Governmental Body for possible violation of any applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws or Anti-Corruption Laws.

(c) No part of the proceeds from the sale of the Notes hereunder:

(i) constitutes or will constitute funds obtained on behalf of any Blocked Person or will otherwise be used by any Issuer Party or any Controlled Entity, directly or indirectly, (A) in connection with any investment in, or any transactions or dealings with, any Blocked Person, (B) for any purpose that would cause any Purchaser to be in violation of any U.S. Economic Sanctions Laws, or (C) otherwise in violation of any U.S. Economic Sanctions Laws;

(ii) will be used, directly or indirectly, in violation of, or cause any Purchaser to be in violation of, any applicable Anti-Money Laundering Laws; or

(iii) will be used, directly or indirectly, for the purpose of making any improper payments, including bribes, to any Governmental Official or commercial counterparty in order to obtain, retain or direct business or obtain any improper advantage, in each case which would be in violation of, or cause any Purchaser to be in violation of, any applicable Anti-Corruption Laws.

(d) Each of the Issuer Parties and its Affiliates have established procedures and controls which they reasonably believe are adequate (and otherwise comply with applicable Law) to ensure that each of the Issuer Parties and each Controlled Entity is and will continue to be in compliance with all applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws and Anti-Corruption Laws.

Section 3.13 Status under Certain Statutes. None of the Issuer Parties is subject to regulation under the Investment Company Act, the Public Utility Holding Company Act of 2005, the ICC Termination Act of 1995, or the Federal Power Act.

Section 3.14 Single Purpose Entity. Each Issuer Party (i) has been formed and organized solely for the purpose of entering into the Basic Documents to which it is a party, and performing its obligations thereunder (including entering into certain agreements in connection therewith), (ii) has not engaged in any business unrelated to clause (i) above, and (iii) does not have any other assets other than those related to its activities in accordance with clause (i) above.

Section 3.15 Solvency. Each Issuer Party is solvent, has capital not unreasonably small in relation to its business or any contemplated or undertaken transaction and has assets having a value both at fair valuation and at present fair saleable value greater than the amount required to pay its debts as they become due and greater than the amount that will be required to pay its probable liability on its existing debts as they become absolute and matured. None of the Issuer Parties intends to incur, or believes that it will incur, debts beyond its ability to pay such debts as they become due. None of the Issuer Parties believes that it will be rendered insolvent by the execution and delivery of, and performance of its obligations under, this Indenture, the Notes and the other Basic Documents to which it is a party. None of the Issuer Parties intends to hinder, delay or defraud its creditors by or through the execution and delivery of, or performance of its obligations under, this Indenture, the Notes or the other Basic Documents to which it is a party.

Section 3.16 Security Interest. The Indenture, together with the Pledge Agreement and the Mortgages, creates in favor of the Indenture Trustee, as security for the payment of principal of and interest on, and any other amounts owing in respect of, the Notes and the Hedge Agreements (including any termination payments and any other amounts owed thereunder) and for the performance of the provisions of this Indenture, a security interest in or mortgage or deed of trust on all of the right, title, and interest, whether now owned or hereafter acquired, of each Issuer Party in, to, and under the Collateral. Upon the filing of the applicable UCC-1 financing statements and the Mortgages, all action has been taken as is necessary to perfect such security interest or mortgage or deed of trust, and such security interest, mortgage or deed of trust is of first priority subject in each case to Permitted Liens.

ARTICLE IV

COVENANTS

Section 4.1 Payment of Principal and Interest. The Issuer will duly and punctually pay the principal of and interest, if any, on the Notes in accordance with the terms of the Notes and this Indenture. Without limiting the foregoing, subject to and in accordance with Section 8.6, the Indenture Trustee shall distribute all amounts on deposit in the Collection Account and allocated for distribution to the Noteholders on a Payment Date pursuant to Article VIII hereof for the benefit of the Notes, to the Noteholders. Amounts properly withheld under the Code by any Person from a payment to any Noteholder of interest and/or principal shall be considered as having been paid by the Issuer to such Noteholder for all purposes of this Indenture.

Section 4.2 Maintenance of Office or Agency. The Issuer will maintain in the United States, an office or agency where Notes may be surrendered for registration of transfer or exchange, and where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served. Such office or agency will initially be at Corporate Trust Office of the Indenture Trustee, and the Issuer hereby initially appoints the Indenture Trustee to serve as its agent for the foregoing purposes. The Indenture Trustee will give prompt written notice to the Issuer and each Rating Agency of any change in the location of any such office or agency. If at any time the Issuer shall fail to maintain any such office or agency or shall fail to furnish the Indenture Trustee with the address thereof, such surrenders, notices and demands may be made or served at the Corporate Trust Office, and the Issuer hereby appoints the Indenture Trustee as its agent to receive all such surrenders, notices and demands; provided, that the Indenture Trustee shall not be deemed an agent of the Issuer for service of process.

Section 4.3 Money for Payments to Be Held on behalf of the Noteholders and Hedge Counterparties. All payments of amounts due and payable with respect to any Notes and Hedge Agreements that are to be made from amounts withdrawn from the Collection Account pursuant to Section 8.6 shall be made on behalf of the Issuer by the Indenture Trustee or by another Paying Agent, and no amounts so withdrawn from the Collection Account for payments of Notes and Hedge Agreements shall be paid over to the Issuer except as provided in Section 8.6.

Section 4.4 Compliance With Law. Each of the Issuer Parties will comply with all Laws and regulations to which it is subject (including ERISA, Environmental Laws, and the USA PATRIOT Act) and will obtain and maintain in effect all licenses, certificates, permits, franchises and other Governmental Authorizations necessary to the ownership of its properties or to the conduct of its businesses, in each case to the extent necessary to ensure compliance in all material respects with such Laws, ordinances or governmental rules or regulations and requirements to obtain or maintain in effect such licenses, certificates, permits, franchises and other governmental authorizations.

Section 4.5 Insurance. From and after the Closing Date, each of the Issuer Parties will maintain (or cause to be maintained), with financially sound and reputable insurers, insurance with respect to its properties and businesses against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is customary in the case of entities of established reputations engaged in the same or a similar business and similarly situated, and, within thirty (30) days after the Closing Date, each of the Issuer Parties shall cause the Indenture Trustee to be named as a loss payee or an additional insured. For the avoidance of doubt, any proceeds received by any of the Issuer Parties or the Manager for the benefit of any of the Issuer Parties with respect to any claim under such insurance policy shall be deemed to be Collections with respect to the Collection Period in which such proceeds are received and promptly, but in any event within two (2) Business Days, deposited into the Collections Account.

Section 4.6 No Change in Fiscal Year. Without the consent of the Majority Noteholders, each of the Issuer Parties shall not (i) permit its fiscal year to end on a day other than December 31, (ii) change its method of determining fiscal quarters or make or permit any change in accounting policies or reporting practices, except as required by or in accordance with IFRS, or, to the extent Diversified Corp or its direct or indirect parent prepares its financial statements in accordance with GAAP, in accordance with GAAP, or (iii) change its federal employer identification number, except, in each case, for any such changes that are not materially adverse to the Holders or the Hedge Counterparties.

Section 4.7 Payment of Taxes and Claims. Each of the Issuer Parties will file all U.S. federal and state and any other material Tax returns required to be filed in any jurisdiction and to pay and discharge all Taxes shown to be due and payable on such returns and all other Taxes, assessments, governmental charges, or levies imposed on them or any of their properties, assets, income or franchises, to the extent the same have become due and payable and before they have become delinquent and all claims for which sums have become due and payable that have or might become a Lien on properties or assets of the Issuer or any of its Subsidiaries; provided, that the applicable Issuer Party need not pay any such Tax, assessment, charge, levy or claim if the amount, applicability or validity thereof is contested in good faith by the Issuer Party.

Section 4.8 Existence. Subject to Section 4.17, each of the Issuer Parties will at all times preserve and keep (i) its limited liability company existence in full force and effect and (ii) all foreign qualifications of the Issuer Party and all rights and franchises of the Issuer Party.

Section 4.9 Books and Records. Each of the Issuer Parties will maintain or cause to be maintained proper books of record and account in conformity with IFRS, or, to the extent Diversified Corp or its direct or indirect parent prepares its financial statements in accordance with GAAP, in accordance with GAAP, and all applicable requirements of any Governmental Body having legal or regulatory jurisdiction over the Issuer Party. Each of the Issuer Parties will keep or cause to be kept books, records and accounts that, in reasonable detail, accurately reflect all transactions and dispositions of assets. The Issuer or one of its Affiliates has devised a system of internal accounting controls sufficient to provide reasonable assurances that each of the Issuer Parties' books, records, and accounts accurately reflect all transactions and dispositions of assets, and such a system shall be maintained.

Section 4.10 Performance of Material Agreements. From and after the Closing Date, each of the Issuer Parties will at all times in all material respects (i) observe and perform all obligations, covenants and agreements to be performed by it under, and comply with all conditions under, each material agreement including each Lease to which it is or becomes a party in accordance with the terms thereof and (ii) subject to the terms of this Indenture, diligently exercise, enforce, defend and protect its rights under, and take any action required to collect any and all sums due to it under, each material agreement including each Lease to which it is or becomes a party. None of the Issuer Parties shall take any action or permit any action to be taken by others which would release any Person from any of such Person's covenants or obligations under the Basic Documents or under any instrument or agreement included as part of the Collateral or that would result in the amendment, hypothecation, subordination, termination or discharge of, or impair the validity or effectiveness of, any such instrument or agreement, except (i) such amendment, hypothecation, subordination, termination or discharge in the ordinary course of business or that does not have a material detriment to the value of the Collateral or (ii) as expressly provided in this Indenture, the other Basic Documents or such other instrument or agreement or as ordered by a bankruptcy or other court.

Section 4.11 Maintenance of Lien. From and after the Closing Date and for so long as the Notes and Hedge Agreements are outstanding, each of the Issuer Parties will, at its expense, timely take or cause to be taken all action required to maintain and preserve the perfection and first priority of the Lien on the Collateral granted under this Indenture and the Mortgages (subject to Permitted Liens).

Section 4.12 Further Assurances. From time to time the Issuer Parties will perform or cause to be performed any other act as required by Law and will execute or cause to be executed any and all further instruments that may be required by Law or reasonably necessary (or reasonably requested by the Indenture Trustee) in order to create, perfect and protect the Lien of the Indenture Trustee on or in the Collateral. The Issuer Parties will promptly do, execute, acknowledge and deliver, or cause to be promptly done, executed, acknowledged and delivered, all such further acts, deeds, conveyances, mortgages, assignments, transfers and assurances as the Indenture Trustee or any Noteholder may reasonably require for the creation, perfection and priority of the Liens being herein provided for (subject to Permitted Liens). The Issuer Parties will pay or cause to be paid all filing, registration and recording Taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of this Indenture, and of any instrument of further assurance, and all federal or state stamp Taxes and other material Taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Indenture, the other Basic Documents and such instruments of further assurance. Each Issuer Party hereby authorizes, but does not obligate, the Indenture Trustee to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Issuer. Each Issuer Party acknowledges and agrees, on behalf of itself, that any such financing statement may describe the Collateral as "all assets", "all personal property" or "all assets and all personal property of Debtor, whether now owned or existing or hereafter acquired or arising, wherever located, together with all products and proceeds thereof, substitutions and replacements therefor, and additions and accessions thereto" of the applicable Person or words of similar effect as may be required by the Indenture Trustee.

Section 4.13 Use of Proceeds. The Issuer shall apply the proceeds of the sale of the Notes solely as provided in Section 3.10.

Section 4.14 Separateness.

(a) Each Issuer Party will pay its debts and liabilities (including, as applicable, shared personnel, overhead expenses and any compensation due to its Independent manager or member) from its assets as the same shall become due and payable, except for expenses paid on its behalf pursuant to arm's length contractual arrangements providing for operating, maintenance or administrative services.

(b) Each Issuer Party will observe all limited liability company or organizational formalities, maintain books, records, financial statements and bank accounts separate from those of its Affiliates, except as permitted by this Indenture and the other Basic Documents. None of the Issuer's or any of its Subsidiaries' assets will be listed as assets on the financial statement of any other entity except as required by IFRS, or, to the extent Diversified Corp or its direct or indirect parent prepares its financial statements in accordance with GAAP, as required by GAAP; provided, however, that appropriate notation shall be made on any consolidated statements to indicate its separateness from any Affiliates and to indicate that its assets and credit are not available to satisfy the debt and other obligations of such Affiliate or any other Person except as otherwise contemplated by the Basic Documents.

(c) Each Issuer Party will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate). The Issuer will conduct and operate its business and in its own name.

(d) Other than as contemplated in the Joint Operating Agreement and the Agency Agreement, each Issuer Party will hold all of its assets in its own name and will not commingle its funds and other assets with those of any Affiliate.

(e) The Issuer Parties will not conduct the business of or act on behalf of any other Person (except as required by the Basic Documents).

(f) Each Issuer Party (i) will at all times have at least one (1) duly elected Independent manager or member and (ii) so long as the Notes and Hedge Agreements remain outstanding, shall not remove or replace any Independent manager or member without cause and only after providing the Indenture Trustee, each Noteholder and each Hedge Counterparty with no less than three (3) days' prior written notice of (A) any proposed removal of such Independent manager or member, and (B) the identity of the proposed replacement, together with a certification that such replacement satisfies the requirements for an Independent manager or member in the organizational documents for the Issuer and this Indenture. The Issuer will not institute proceedings to be adjudicated bankrupt or insolvent, consent to the institution of bankruptcy or insolvency proceedings against it, or file, or consent to, a petition seeking reorganization or relief under any applicable federal or state Law relating to bankruptcy or insolvency, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of Issuer or any substantial part of its property, or make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take limited liability company action in furtherance of any such action without the affirmative vote of at least one (1) duly elected Independent manager or member; provided, however, irrespective of such affirmative vote, the occurrence of any of the foregoing is subject to Section 5.1(a)(iv), Section 5.1(a)(v), and any other terms herein or any of the Basic Documents.

(g) Each Issuer Party will be, and at all times will hold itself out to the public and all other Persons as, a legal entity separate and distinct from any other Person (including any Affiliate), correct any known misunderstanding regarding its status as a separate entity, conduct business solely in its own name, and not identify itself as a division of any of its Affiliates or any of its Affiliates as a division of any Issuer Party (except for income tax purposes). Each Issuer Party will conduct and operate its business and in its own name.

(h) Each Issuer Party will not permit its name to be used by any Affiliate of the Issuer in the conduct of such Affiliate's business, and will not use the name of any Affiliate in the conduct of the Issuer's business.

(i) Each Issuer Party will file its own tax returns, if any, as may be required under applicable Law, to the extent (1) not part of a consolidated group filing a consolidated return or returns or (2) not treated as a division for tax purposes of another taxpayer, and pay any taxes required to be paid under applicable Law.

(j) Each Issuer Party will maintain its assets, including the Collateral, in such a manner that it would not be costly or difficult to identify, segregate or ascertain its assets from those of any other Person.

(k) Subject to Section 4.15, each Issuer Party will maintain an arm's length relationship with its Affiliates, and not enter into any transaction with any Affiliate unless such transaction is (i) on such terms and conditions (including terms relating to amounts paid thereunder) as would be generally available if such business transaction were with an entity that was not an Affiliate in comparable transactions, and (ii) pursuant to enforceable agreements.

(l) Each Issuer Party will not hold out its credit or assets as being available to satisfy the obligations of others nor guarantee the obligation of any Person.

(m) Each Issuer Party will maintain adequate capital in light of its contemplated business purpose, transactions, and liabilities (provided, that no member of the Issuer shall have any obligation to make any contribution of capital to the Issuer).

(n) Each Issuer Party will not grant a security interest in its assets to secure the obligations of any other Person.

(o) Each Issuer Party will not, directly or indirectly, engage in any business or activity other than the actions that are both (i) required or permitted to be performed under Section 3.1 of its limited liability company agreement and (ii) permitted by the terms of the Basic Documents.

(p) Each Issuer Party will not incur any indebtedness, liability, obligation, or expense, or own any assets, other than in each case those that are both (i) necessary to achieve the purposes set forth in Section 3.1 of its limited liability company agreement and (ii) permitted by the Basic Documents;

(q) Each Issuer Party will not make or permit to remain outstanding any loan or advance to, or own or acquire any stock or securities of, any Person, other than as permitted by the Basic Documents;

(r) Each Issuer Party will maintain complete records of all transactions (including all transactions with any Affiliate);

(s) Each Issuer Party will comply with all requirements of applicable Law regarding its operations and shall comply with the provisions of this Indenture and its Organizational Documents; and

(t) Other than the Guarantor, the Issuer will not form, acquire, or hold any Subsidiary.

Section 4.15 Transactions with Affiliates. The Issuer Parties will not enter into directly or indirectly any transaction or group of related transactions (including the purchase, lease, sale or exchange of properties of any kind or the rendering of any service) with any Affiliate, except as contemplated by the Basic Documents and except in the ordinary course and pursuant to the reasonable requirements of the Issuer's business and upon fair and reasonable terms no less favorable to the applicable Issuer Party than would be obtainable in a comparable arm's length transaction with a Person not an Affiliate.

Section 4.16 Merger, Consolidation, Etc. None of the Issuer Parties will consolidate with or merge with any other Person or convey, transfer or lease all or substantially all of its assets in a single transaction or series of transactions.

Section 4.17 Lines of Business. None of the Issuer Parties will at any time engage in any business other than those related to the ownership of the Assets and the transactions contemplated by this Indenture and the other Basic Documents to which it is a party and other activities reasonably incidental thereto; provided, however, that none of the Issuer Parties shall engage in any business or activity or enter into any contractual arrangement (other than any business or activity in which the Issuer is engaged on the Closing Date) that would (i) subject the Holders or any Hedge Counterparty to regulation or oversight by any Governmental Body (other than the Governmental Bodies which regulate companies engaged in the oil and gas industry, insurance companies and, following foreclosure, regulations applicable to assets held as a result of such foreclosure) or cause the Holders or any Hedge Counterparty to breach any Law or regulation or guideline of any Governmental Body or require Holders or any Hedge Counterparty to obtain a consent, waiver or clarification by any Governmental Body or (ii) cause any of the representations and warranties of any of the Issuer Parties contained in any of the Basic Documents to be inaccurate as of the date made or deemed made.

Section 4.18 Economic Sanctions, Etc. None of the Issuer Parties nor any Controlled Entity will (a) become (including by virtue of being owned or controlled by a Blocked Person), own or control a Blocked Person or (b) directly or indirectly have any investment in or engage in any dealing or transaction (including any investment, dealing or transaction involving the proceeds of the Notes) with any Person if such investment, dealing or transaction (i) would cause any Noteholder, any Hedge Counterparty or any affiliate of such Holder or Hedge Counterparty to be in violation of, or subject to sanctions under, any applicable U.S. Economic Sanctions Laws, Anti-Corruption Laws or Anti-Money Laundering Laws, or (ii) is prohibited by or subject to sanctions under any U.S. Economic Sanctions Laws.

Section 4.19 Liens. None of the Issuer Parties will, directly or indirectly, create, incur, assume or permit to exist (upon the happening of a contingency or otherwise) any Lien on or with respect to any of its property or assets (including the Collateral), whether now owned or held or hereafter acquired, or any income or profits therefrom, or assign or otherwise convey any right to receive income or profits, except for Permitted Liens.

Section 4.20 Sale of Assets, Etc. None of the Issuer Parties will sell, transfer, convey, assign, exchange or dispose of any of its properties or assets in any single transaction or series of related transactions of any individual asset, or group of related assets, other than Permitted Dispositions; provided, however, that in the event any Permitted Disposition could reasonably be expected to have a material adverse effect on any Hedge Counterparty or any Noteholder or the Noteholders, the Issuer shall obtain the prior written consent of such party to such Permitted Disposition.

Section 4.21 Permitted Indebtedness. None of the Issuer Parties will create, guarantee, assume or suffer to exist, or in any manner be or become liable in respect of, any Indebtedness of any kind or character, other than the following (such Indebtedness being referred to as "Permitted Indebtedness"):

(a) Indebtedness owing under this Indenture, the Notes or any other Basic Document, including the Hedge Agreements;

(b) Operating Expenses;

(c) obligations incurred in the ordinary course of its business specified in Section 4.17 in an aggregate amount not to exceed $1,000,000 in the aggregate for all Issuer Parties at any one time; and

(d) other Indebtedness with the prior written consent of the Majority Noteholders; provided, however, any such Indebtedness is subordinate to the Hedge Counterparties and Holders, in all respects.

Section 4.22 Amendment to Organizational Documents. None of the Issuer Parties will, or will not permit any Person to, amend, modify or otherwise change (i) any material provision of the Organizational Documents of any Issuer Party, as applicable, or (ii) its jurisdiction of organization, its location of principal place of business or its name, in each case, without the prior written consent of the Majority Noteholders; provided, however, that each Issuer Party may amend, modify or otherwise change any provision of the Issuer Party's Organizational Documents to: (i) cure any ambiguity, (ii) correct or supplement any provision in a manner consistent with the intent of the Issuer Party's Organizational Documents and the other Basic Documents or (iii) otherwise amend, modify or change any immaterial provision of the Issuer Party's Organizational Documents, in each case, without obtaining the consent of the Majority Noteholders, but with delivery of an Officer's Certificate to the Indenture Trustee stating that such amendment is so permitted under one or more of the foregoing clauses (i)-(iii) of this proviso.

Section 4.23 No Loans. Each of the Issuer Parties will not, directly or indirectly, make any loan or advance to any Person, other than Permitted Investments.

Section 4.24 Permitted Investments; Subsidiaries. Each of the Issuer Parties will not make any Investments other than (a) any Investment in Permitted Investments of monies in any Issuer Account and (b) obligations of account debtors to the Issuer arising in the ordinary course of business, and (c) Investments received as consideration from any Permitted Disposition. Without limiting the generality of the foregoing, each of the Issuer Parties will not create any Subsidiaries or enter into any partnership or joint venture.

Section 4.25 Employees; ERISA. Each of the Issuer Parties will not maintain any employees or maintain any Plan or incur or suffer to exist any obligations to make any contribution to a Multiemployer Plan.

Section 4.26 Tax Treatment. None of the Issuer Parties, nor any party otherwise having the authority to act on behalf of an Issuer Party, is authorized to, or will, make the election described in U.S. Treasury Regulations Section 301.7701-3(a) to treat any Issuer Party as an association taxable as a corporation for U.S. federal income tax purposes, or a similar election under any U.S. state or local Law. The Issuer will treat the Notes (other than Notes held by any equity holder of the Issuer (including any entity whose separate existence from the Issuer or the equity holder of the Issuer is disregarded for federal income tax purposes), any other persons who are members of an "expanded group" or "modified expanded group" with the Issuer within the meaning of the Treasury Regulations under Section 385 of the Code, but only so long as such Notes are held by such person, or as otherwise required by law) and this Indenture as debt, and not as an equity interest in the Issuer, for all purposes (including federal, state and local income Tax purposes).

Section 4.27 Replacement of Manager, Back-up Manager and Operator. In the event that the Manager shall be terminated due to a Material Manager Default or Event of Default have occurred or is continuing, the Majority Noteholders will have the right but not the obligation to appoint, a replacement manager as soon as reasonably practicable, but in any event within thirty (30) days following such delivery of notice of termination and notify the Issuer of such appointment. In the event that the Manager shall resign, the Issuer shall appoint a replacement manager with the consent of the Majority Noteholder (such consent not to be unreasonably withheld, conditioned, or delayed) as soon as reasonably practicable, but in any event within thirty (30) days following such delivery of notice of any such resignation and notify the Noteholders of such appointment; provided that if the Issuer shall not have appointed a replacement manager by the end of such thirty (30) day period other than as a result of the failure of the Majority Noteholders to have reasonably consented, the Majority Noteholders may have the right to appoint the replacement manager with the consent of the Issuer (such consent not to be unreasonably withheld, conditioned, or delayed). In addition, if the first sentence of this Section 4.27 is not applicable, in the event that the Manager shall resign, be terminated or otherwise removed, the Issuer shall appoint a replacement back-up manager with the consent of the Majority Noteholder (such consent not to be unreasonably withheld, conditioned, or delayed) as soon as reasonably practicable, but in any event within thirty (30) days following such delivery of notice of any such resignation, termination or removal and notify the Noteholders of such appointment; provided that if the Issuer shall not have appointed a replacement back-up manager or operator by the end of such thirty (30) day period other than as a result of the failure of the Majority Noteholders to have reasonably consented, the Majority Noteholders may have the right to appoint the replacement back-up manager with the consent of the Issuer (such consent not to be unreasonably withheld, conditioned, or delayed).

Section 4.28 Hedge Agreements.

(a) **Natural Gas Hedging**. The Issuer shall enter into on or prior to the Closing Date, and thereafter maintain (x) until the earlier of (i) [***] or (ii) [***], and (y) [***] until the earlier of (i) [***] and (ii) [***] (the "Natural Gas Hedge Period"), Hedge Agreements with an aggregate notional volume of (and fixing the price exposure with respect to) [***] but no more than 95% of the projected natural gas output from the Issuer's (together with its Subsidiary's) Assets for each month, with the exception of the month of April 2022, May 2022 and June 2022, classified as "proved, developed and producing" and as described in the Reserve Report (the "Natural Gas Hedge Percentage"), including by way of (1) with respect to the foregoing clause (x), an initial hedging strategy consisting of one or more swap transactions and/or swaptions which establish a minimum price level, (2) with respect to the foregoing clause (y), a hedging strategy consisting of long put transactions or other options transactions which establish a minimum price level and (3) mitigating basis risk of the applicable natural gas output from the Issuer's (together with its Subsidiaries') Assets described in the Reserve Report on a [***]; *provided*, *however*, that, in all cases such hedging arrangements shall be based on a Reserve Report updated on at least a [***]; *provided*, *however*, that, in each case, the Issuer shall not enter into or maintain any Hedge Agreements for purposes of speculation or investment; *provided, however,* nothing shall prevent issuer from novating hedges to maintain compliance with the terms set forth herein even in cases where such novated hedges may differ from prevailing market prices, *provided further*, (i) for the avoidance of doubt, the foregoing shall not prohibit Issuer from selling call options or swaptions and (ii) the Issuer's compliance with the 95% limit in the Natural Gas Hedge Percentage shall be determined without giving effect to any offsetting or similar Hedge Agreements that would otherwise result in a position that is opposite and equivalent to all or a portion of an existing Hedge Agreement (including any transaction thereunder). Neither the Issuer, nor any party otherwise having authority to act on behalf of the Issuer, is authorized to, or will, enter into an amendment to any Hedge Agreement without obtaining the prior written consent of each Rating Agency; provided that Rating Agency consent shall not be required (other than in accordance with the Hedge Agreements and other Basic Documents) and nothing in this sentence shall restrict the Issuer (i) from entering into Hedge Agreements during and after the Natural Gas Hedge Period (excluding the entry into any offsetting Hedge Agreements described in the proviso of the immediately preceding sentence) or terminating Hedge Agreements, in part or in whole, in order to maintain compliance with the terms set forth herein; or (ii) from optimizing, novating, transferring, rolling or terminating Hedge Agreements, provided further that the Natural Gas Hedge Percentage and the requirement to maintain the basis hedges under clause (3) is satisfied at all time until the earlier of (i) [***] or (ii) [***].

(b) **Natural Gas Liquids Hedging**. The Issuer shall enter into on or prior to the Closing Date, and thereafter maintain until the earlier of (i) [***] or (ii) [***], Hedge Agreements with an aggregate notional volume of (and fixing the price exposure with respect to) [***] but no more than 95% of the projected natural gas liquids output from the Issuer's (together with its Subsidiaries') Assets for each month, classified as "proved, developed and producing" and as described in the Reserve Report (the "NGL Hedge Percentage"), including by way of an initial hedging strategy consisting of one or more swap transactions and/or swaptions, based on a Reserve Report updated on at least a [***]; provided, however, that, in each case, the Issuer shall not enter into or maintain any Hedge Agreements for purposes of speculation or investment; *provided further*, (i) for the avoidance of doubt, the foregoing shall not prohibit Issuer from selling call options or swaptions and (ii) the Issuer's compliance with the 95% limit in the NGL Hedge Percentage shall be determined without giving effect to any offsetting or similar Hedge Agreements that would otherwise result in a position that is opposite and equivalent to all or a portion of an existing Hedge Agreement (including any transaction thereunder). Neither the Issuer, nor any party otherwise having authority to act on behalf of the Issuer, is authorized to, or will, enter into an amendment to any Hedge Agreement without obtaining the prior written consent of each Rating Agency; *provided that* nothing in this sentence shall restrict the Issuer (i) from entering into Hedge Agreements during and after the NGL Hedge Period (excluding the entry into any offsetting Hedge Agreements described in the proviso of the immediately preceding sentence) or terminating Hedge Agreements, in part or in whole, in order to maintain compliance with the terms set forth; or (ii) from optimizing, novating, transferring, rolling or terminating Hedge Agreements, *provided further that* the NGL Hedge Percentage and the requirement to maintain the basis hedges under clause (2) is satisfied at all time until the earlier of (i) [***] or (ii) [***].

ARTICLE V

REMEDIES

Section 5.1 Events of Default.

(a) "Event of Default," wherever used herein, means any one of the following events (whatever the reason for such Event of Default and, subject to Sections 5.1(a)(iv) and 5.1(a)(v), whether it shall be voluntary or involuntary or be effected by operation of Law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) the failure to pay the Notes in full by the Final Scheduled Payment Date;

(ii) default in the payment of interest on the Notes when the same becomes due and payable that continues unremedied for two (2) Business Days;

(iii) default in the observance or performance of any covenant or agreement of any Diversified Party made in any Basic Document to which it is a party (other than a covenant or agreement, a default in the observance or performance of which is specifically dealt with elsewhere in this Section 5.1(a)), or any representation or warranty of any Diversified Party made in any Basic Document to which it is a party or in any certificate or other writing delivered pursuant hereto or in connection herewith proving to have been incorrect in any material respect as of the time when the same shall have been made, and such default shall continue or not be cured, or the circumstance or condition in respect of which such representation or warranty was incorrect shall not have been eliminated or otherwise cured, for a period of thirty (30) days (subject to Section 5.1(c) below) after the earlier of (i) Knowledge of a Diversified Company of such default or incorrect representation or warranty or (ii) receipt by the Issuer and a Responsible Officer of the Indenture Trustee from a Noteholder or a Hedge Counterparty, a written notice specifying such default or incorrect representation or warranty and requiring it to be remedied and stating that such notice is a notice of Default hereunder, delivered by registered or certified mail;

(iv) the filing of a decree or order for relief by a court having jurisdiction in the premises in respect of the Issuer, Diversified Holdings or the Guarantor or any substantial part of the Collateral in an involuntary case under any applicable federal or state bankruptcy, insolvency or other similar Law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Issuer, Diversified Holdings or the Guarantor or for any substantial part of the Collateral, or ordering the winding-up or liquidation of any such parties' affairs, and such decree or order shall remain unstayed and in effect for a period of sixty (60) consecutive days;

(v) the commencement by any of the Issuer, Diversified Holdings or the Guarantor of a voluntary case under any applicable federal or state bankruptcy, insolvency or other similar Law now or hereafter in effect, or the consent by any of the Issuer, Diversified Holdings or the Guarantor to the entry of an order for relief in an involuntary case under any such Law, or the consent by the Issuer, Diversified Holdings or the Guarantor to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Issuer, Diversified Holdings or the Guarantor or for any substantial part of the Collateral, or the making by the Issuer, Diversified Holdings or the Guarantor of any general assignment for the benefit of creditors, or the failure by the Issuer, Diversified Holdings or the Guarantor generally to pay its debts as such debts become due, or the taking of any action by the Issuer, Diversified Holdings or the Guarantor in furtherance of any of the foregoing;

(vi) the failure of the Issuer or the Guarantor to cause the Indenture Trustee, for the benefit of the Secured Parties, to have a valid first-priority perfected security interest in any portion of the Collateral (subject to Permitted Liens) by no later than the time under which filings are required under Section 2(g) of the Management Services Agreement as in effect on the Closing Date; provided, that it will not be an Event of Default under this clause (a)(vi) if the value of all of the Collateral for which the Indenture Trustee does not have a valid first-priority perfected security interest in any portion of the Collateral (subject to Permitted Liens) is equal to or less than 1% of the aggregate principal amount of Outstanding Notes;

(vii) other than as contemplated by Section 5.1(a)(vi), the failure of the Indenture Trustee, for the benefit of the Secured Parties, to have a valid first-priority perfected security interest in any portion of the Collateral (subject to Permitted Liens) that is not cured within ten (10) days of the earlier of (i) Knowledge of a Diversified Company of such failure or (ii) receipt by the Issuer from the Indenture Trustee a written notice specifying such failure and requiring it to be remedied and stating that such notice is a notice of Default hereunder, delivered by registered or certified mail; provided, that it will not be an Event of Default under this clause(a)(vii) if the value of all of the Collateral for which the Indenture Trustee does not have a valid first-priority perfected security interest (subject to Permitted Liens) is equal to or less than 1% of the aggregate principal amount of Outstanding Notes;

(viii) the Issuer or the Guarantor becomes a corporation or another entity taxable as a corporation for U.S. federal income tax purposes;

(ix) the filing of non-appealable decrees or orders for relief by a court having jurisdiction in the premises in respect of the Issuer, Diversified Holdings or Guarantor in excess of $500,000 in aggregate and not discharged, satisfied or stayed within thirty (30) days;

(x) the adoption in final form of a statute, rule or regulation by a competent legislative or governmental rule-making body that becomes effective following the Closing Date, or the entry of a final, non-appealable judgment of a court of competent jurisdiction that is rendered following the Closing Date, which has a material adverse effect on (a) the validity or enforceability of any of the Basic Documents, or (b) the ability of the Issuer to make payments on the Notes or its obligations under any of the Hedge Agreements;

(xi) an ERISA or tax lien is created that secures the payment of money owed by the Issuer or the Guarantor in excess of $500,000;

(xii) any of the Issuer, the Diversified Holdings, the Guarantor or the Collateral is required to be registered as an "investment company" under the Investment Company Act;

(xiii) any transactions under any Hedge Agreements remain outstanding as of the date that all principal and interest upon the Notes are paid in full, excluding only any Hedge Agreements for which the Hedge Counterparty thereunder has agreed in writing to accept cash collateral or other security immediately prior to the date of such payment in full;

(xiv) the failure of the Notes to be redeemed upon the occurrence of a Change of Control as required by Section 10.1(b); or

(xv) any of the Manager, the Operator, the Indenture Trustee or the Back-up Manager shall be terminated or removed (with respect to the Indenture Trustee, by the Majority Noteholders) or shall resign, and a replacement manager, operator, indenture trustee or back-up manager satisfactory to the Majority Noteholders shall not have been engaged within sixty (60) days following any such resignation or termination.

(b) The Issuer shall deliver to (1) a Responsible Officer of the Indenture Trustee, (2) each Noteholder, (3) each Hedge Counterparty and (4) each Rating Agency, within five (5) Business Days after the occurrence thereof, written notice in the form of an Officer's Certificate of any event that with the giving of notice and the lapse of time could become an Event of Default under clause (a)(iii) above, its status and what action the Issuer is taking or proposes to take with respect thereto.

(c) Notwithstanding the foregoing, a breach of any covenant or agreement or representation or warranty of the Issuer referred to under clause (a)(iii) above shall not constitute an Event of Default after such thirty (30) day period (and the notice described under clause (b) above need not be delivered) if (x) the Issuer has commenced in a diligent manner a cure of such breach and (y) such remedial action could not reasonably have been expected to fully cure such breach within such thirty (30) days, but could reasonably be expected to be implemented and fully cure such breach within an additional thirty (30) days (but in no event shall the total cure period exceed a total of ninety (90) days). Upon the occurrence of any such event, each of the Issuer and the Indenture Trustee, as applicable, shall not be relieved from using its best efforts to perform its obligations in a timely manner in accordance with the terms of this Indenture and the Issuer or the Indenture Trustee, as applicable, shall provide the Indenture Trustee (if such delay or failure is a result of a delay or failure by the Issuer), the Noteholders, and the Hedge Counterparties prompt notice of such failure or delay by it, together with a description of its efforts to so perform its obligations.

Section 5.2 Acceleration of Maturity; Rescission and Annulment. If an Event of Default should occur and be continuing, then and in every such case the Indenture Trustee at the written direction of the Majority Noteholders (subject to the Indenture Trustee's indemnification rights set forth herein) or the Majority Noteholders may declare all the Notes to be immediately due and payable, by a notice in writing to the Issuer (and to a Responsible Officer of the Indenture Trustee if given by Noteholders) (a copy of which shall be provided by the Issuer to each Hedge Counterparty and each Rating Agency), and upon any such declaration the unpaid principal amount of such Notes, together with accrued and unpaid interest thereon through the date of acceleration, shall become immediately due and payable; provided, that upon the occurrence of an Event of Default specified in Section 5.1(a)(iv) or (v) all the Notes shall be automatically deemed to be immediately due and payable and upon such event the unpaid principal of such Notes, together with accrued and unpaid interest thereon through the date of such Event of Default specified in Section 5.1(a)(iv) or (v), shall become immediately due and payable, in each case, without notice, declaration or demand by the Indenture Trustee or the Noteholders, all of which are hereby waived by the Issuer.

At any time after such declaration of acceleration of maturity has been made and before a judgment or decree for payment of the money due has been obtained by the Indenture Trustee as provided hereinafter in this Article V, the Majority Noteholders, by written notice to the Issuer and a Responsible Officer of the Indenture Trustee (with a copy to each Hedge Counterparty and each Rating Agency), may rescind and annul such declaration and its consequences if:

(i) the Issuer has paid or deposited with the Indenture Trustee a sum sufficient to pay:

(A) all payments of principal of and interest on all Notes and all other amounts that would then be due hereunder or upon such Notes if the Event of Default giving rise to such acceleration had not occurred; and

(B) all sums paid or advanced by the Indenture Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee and its agents and counsel; and

(ii) all Events of Default, other than the nonpayment of the principal of the Notes that has become due solely by such acceleration, have been cured or waived as provided in Section 5.12.

No such rescission shall affect any subsequent default or impair any right or any exercise of remedies consequent thereto nor shall such rescission in and of itself serve as a waiver of any of the Events of Default.

Section 5.3 Collection of Indebtedness and Suits for Enforcement by Indenture Trustee.

(a) The Issuer covenants that if (i) an Event of Default specified in Section 5.1(a)(i) has occurred and is continuing or (ii) an Event of Default specified in Section 5.1(a)(ii) has occurred and is continuing, the Issuer will, upon demand of the Indenture Trustee, pay to the Indenture Trustee, for the benefit of the Secured Parties, as applicable, (1) the whole amount then due and payable on such Notes for principal and interest, with interest on the overdue principal and, to the extent payment at such rate of interest shall be legally enforceable, on overdue installments of interest at the rate borne by the Notes, (2) any amounts due and payable by the Issuer under the Hedge Agreements, including any termination amounts and any other amounts owed thereunder, and, in addition thereto, and (3) such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee and its agents and counsel, and all other amounts due and owing to the Indenture Trustee pursuant to Section 6.7.

(b) In case the Issuer shall fail forthwith to pay such amounts upon such demand, the Indenture Trustee, in its own name and as trustee of an express trust, may institute a Proceeding for the collection of the sums so due and unpaid, and may prosecute such Proceeding to judgment or final decree, and may enforce the same against the Issuer or other obligor upon such Notes and collect in the manner provided by Law out of the property of the Issuer or other obligor upon such Notes, wherever situated, the monies adjudged or decreed to be payable.

(c) If an Event of Default occurs and is continuing, the Indenture Trustee may, as more particularly provided in Section 5.4, proceed to protect and enforce its rights and the rights of the Noteholders and the Hedge Counterparties, by such appropriate Proceedings as the Indenture Trustee may deem necessary to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy or legal or equitable right vested in the Indenture Trustee by this Indenture or by Law.

(d) In case there shall be pending, relative to the Issuer or any other obligor upon the Notes or any Person having or claiming an ownership interest in the Collateral, Proceedings under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or other similar Law, or in case a receiver, assignee or trustee in bankruptcy or reorganization, or liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Issuer or its property or such other obligor or Person, or in case of any other comparable judicial Proceedings relative to the Issuer or other obligor upon the Notes, or to the creditors or property of the Issuer or such other obligor, the Indenture Trustee, irrespective of whether the principal of any Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Indenture Trustee shall have made any demand pursuant to the provisions of this Section 5.3, shall be entitled and empowered, by intervention in such Proceedings or otherwise:

(i) to file and prove a claim or claims for the whole amount of principal and interest owing and unpaid in respect of the Notes and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Indenture Trustee (including any claim for reasonable compensation to the Indenture Trustee and each predecessor Indenture Trustee, and their respective agents, attorneys and counsel, and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Indenture Trustee and each predecessor Indenture Trustee, except as a result of gross negligence or willful misconduct of the Indenture Trustee), the Noteholders and of the Hedge Counterparties allowed in such Proceedings;

(ii) unless prohibited by applicable Law and regulations, to vote as directed in writing by the Holders of Notes and the Hedge Counterparties in any election of a trustee, a standby trustee or Person performing similar functions in any such Proceedings;

(iii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute all amounts received with respect to the claims of the Noteholders, the Hedge Counterparties and the Indenture Trustee on their behalf; and

(iv) to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Indenture Trustee, the Holders of Notes and the Hedge Counterparties allowed in any Proceedings relative to the Issuer, its creditors and its property;

and any trustee, receiver, liquidator, custodian or other similar official in any such Proceeding is hereby authorized by each of such Noteholders and Hedge Counterparties to make payments to the Indenture Trustee and, in the event that the Indenture Trustee shall consent to the making of payments directly to such Noteholders or the Hedge Counterparties, to pay to the Indenture Trustee such amounts as shall be sufficient to cover reasonable compensation to the Indenture Trustee, each predecessor Indenture Trustee and their respective agents, attorneys and counsel, and all other expenses and liabilities incurred, and all advances made, by the Indenture Trustee and each predecessor Indenture Trustee except as a result of gross negligence or willful misconduct of such party.

(e) Nothing herein contained shall be deemed to authorize the Indenture Trustee to authorize or consent to or vote for or accept or adopt on behalf of any Noteholder or any Hedge Counterparty any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof or the Hedge Agreements or the rights of any Hedge Counterparty thereof, or to authorize the Indenture Trustee to vote in respect of the claim of any Noteholder or any Hedge Counterparty in any such proceeding except, as aforesaid, to vote for the election of a trustee in bankruptcy or similar Person.

(f) All rights of action and of asserting claims under this Indenture, or under any of the Notes, may be enforced by the Indenture Trustee without the possession of any of the Notes or the production thereof in any trial or other Proceedings relative thereto, and any such action or Proceedings instituted by the Indenture Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment, subject to the payment of the expenses, disbursements and compensation of the Indenture Trustee, each predecessor Indenture Trustee and their respective agents and attorneys, shall be for the ratable benefit of the Secured Parties.

(g) In any Proceedings brought by the Indenture Trustee (and also any Proceedings involving the interpretation of any provision of this Indenture to which the Indenture Trustee shall be a party), the Indenture Trustee shall be held to represent all the Holders of the Notes and the Hedge Counterparties, and it shall not be necessary to make any Noteholder or any Hedge Counterparty a party to any such Proceedings.

Section 5.4 Remedies; Priorities.

(a) If an Event of Default shall have occurred and be continuing, the Indenture Trustee may, or at the written direction of the Majority Noteholders (subject to the terms hereof) shall, do one or more of the following (subject to Section 5.5):

(i) institute Proceedings in its own name and as trustee of an express trust for the collection of all amounts then payable on the Notes and the Hedge Agreements (including any termination payments and any other amounts owed thereunder) or under this Indenture with respect thereto, whether by declaration or otherwise, enforce any judgment obtained and collect from the Issuer and any other obligor upon such Notes monies adjudged due;

(ii) institute Proceedings from time to time for the complete or partial foreclosure of this Indenture with respect to the Collateral;

(iii) exercise any remedies of a secured party under the UCC and take any other appropriate action to protect and enforce the rights and remedies of the Indenture Trustee, the Holders of the Notes and the Hedge Counterparties, including, for the avoidance of doubt, the exercise of any remedies available under the Basic Documents; and

(iv) sell the Collateral or any portion thereof or rights or interest therein, at one or more public or private sales called and conducted in any manner permitted by Law; provided, however, that the Indenture Trustee may not sell or otherwise liquidate the Collateral following an Event of Default, other than an Event of Default described in Section 5.1(a)(i) or (ii), unless (A) the Majority Noteholders consent thereto, (B) the proceeds of such sale or liquidation distributable to the Secured Parties are sufficient to discharge in full all amounts then due and unpaid upon such Notes for principal and interest and all amounts then due under the Hedge Agreements (including any termination payments and any other amounts owed thereunder) or (C) the Indenture Trustee determines that the Collateral will not continue to provide sufficient funds for the payment of principal of and interest on the Notes as they would have become due if the Notes had not been declared immediately due and payable, and the Indenture Trustee obtains the consent of one hundred percent (100%) of the Outstanding Notes. In determining such sufficiency or insufficiency with respect to clauses (B) and (C), the Indenture Trustee may, but need not, obtain and rely upon an opinion of an Independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the Collateral for such purpose.

(b) If the Indenture Trustee collects any money or property pursuant to this Article V, it shall deposit such money or property to the Collection Account as Collections to be applied pursuant to Article VIII hereof.

If the Indenture Trustee collects any money or property pursuant to this Article V, the Indenture Trustee may fix a record date and payment date for any payment to Noteholders pursuant to this Section 5.4. At least fifteen (15) days before such record date, the Issuer shall mail, by overnight mail, to each Noteholder (or transmit electronically, to the extent Notes are held in book-entry form) and each Hedge Counterparty and the Indenture Trustee a notice that states the record date, the payment date and the amount to be paid.

The Indenture Trustee shall incur no liability as a result of any sale (whether public or private) of the Collateral or any part thereof pursuant to this Section 5.4 that is conducted in a commercially reasonably manner. Each of the Issuer and the Noteholders hereby waives any claim against the Indenture Trustee arising by reason of the fact that the price at which the Collateral may have been sold at such sale (whether public or private) was less than the price that might have been obtained otherwise, even if the Indenture Trustee accepts the first offer received and does not offer the Collateral to more than one offeree, so long as such sale is conducted in a commercially reasonable manner. Each of the Issuer and the Noteholders hereby agree that in respect of any sale of the Collateral pursuant to the terms hereof, the Indenture Trustee is authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of applicable Law, or in order to obtain any required approval of the sale or of the purchaser by any governmental authority or official, and the Issuer and the Noteholders further agree that such compliance shall not, in and of its self, result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall the Indenture Trustee be liable or accountable to the Issuer or any Noteholders for any discount allowed by reason of the fact that the Collateral or any part thereof is sold in compliance with any such limitation or restriction.

Section 5.5 Optional Preservation of the Assets. If the Notes have been declared to be immediately due and payable under Section 5.2 following an Event of Default and such declaration and its consequences have not been rescinded and annulled, the Indenture Trustee may, but need not, elect to maintain possession of the Collateral. In the event that the Indenture Trustee elects to maintain possession of the Collateral, the Indenture Trustee shall provide written notice of such election to each such Rating Agency. It is the desire of the parties hereto, the Secured Parties that there be at all times sufficient funds for the payment of principal of and interest on the Notes and payment of any amounts due under the Hedge Agreements (including any termination payments and any other amounts owed thereunder), and the Indenture Trustee shall take such desire into account when determining whether or not to maintain possession of the Collateral. In determining whether to maintain possession of the Collateral, the Indenture Trustee may, but need not, obtain (at the expense of the Issuer) and rely upon an opinion of an Independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the Collateral for such purpose.

Section 5.6 Limitation of Suits. No Holder of any Note shall have any right to institute any Proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(i) such Holder has previously given written notice to the Indenture Trustee of a continuing Event of Default;

(ii) the Majority Noteholders have consented to or made written request to the Indenture Trustee to institute such Proceeding in respect of such Event of Default in its own name as Indenture Trustee hereunder;

(iii) such Holder or Holders have offered to the Indenture Trustee indemnity reasonably satisfactory to it against the costs, expenses and liabilities to be incurred in complying with such request;

(iv) the Indenture Trustee for sixty (60) days after its receipt of such notice, request and offer of indemnity has failed to institute such Proceedings; and

(v) no direction inconsistent with such written request has been given to the Indenture Trustee during such sixty (60) day period by the Majority Noteholders.

It is understood and intended that no one or more Holders of Notes shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Holders of Notes or any Hedge Counterparties (provided, however, that the Indenture Trustee shall not have an affirmative obligation to determine whether any such direction affects, disturbs or prejudices the rights of any other Holders of Notes or any Hedge Counterparties), or to obtain or to seek to obtain priority or preference over any other Holders or any Hedge Counterparties, or to enforce any right under this Indenture, except in the manner herein provided.

Section 5.7 Unconditional Rights of Hedge Counterparties and Noteholders to Receive Principal, Interest, and Payments of Other Obligations. Notwithstanding any other provisions in this Indenture, (a) the Holder of any Note shall have the right, which is absolute and unconditional, to receive payment of the principal of and interest, if any, on such Note on or after the respective due dates thereof expressed in such Note or in this Indenture (or, in the case of redemption, on or after the Redemption Date), (b) each Hedge Counterparty shall have the right, which is absolute and unconditional, to receive payment of any obligations of the Issuer under the Hedge Agreements (including the termination amounts and any other amounts owed thereunder) on or after the respective due dates thereof expressed in the applicable Hedge Agreement or in this Indenture, and (c) each Noteholder and Hedge Counterparty shall have the right to institute suit for the enforcement of any such payment, and such right shall not be impaired without the consent of such Holder or the Hedge Counterparties.

Section 5.8 Restoration of Rights and Remedies. If the Indenture Trustee, any Noteholder or any Hedge Counterparty has instituted any Proceeding to enforce any right or remedy under this Indenture and such Proceeding has been discontinued or abandoned for any reason or has been determined adversely to the Indenture Trustee, to such Noteholder or to such Hedge Counterparty, then and in every such case the Issuer, the Indenture Trustee, the Noteholders and the Hedge Counterparties shall, subject to any determination in such Proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Indenture Trustee, the Noteholders and the Hedge Counterparties shall continue as though no such Proceeding had been instituted.

Section 5.9 Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Indenture Trustee, to the Noteholders or to the Hedge Counterparties is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by Law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at Law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 5.10 Delay or Omission Not a Waiver. No delay or omission of the Indenture Trustee, any Holder of any Note or any Hedge Counterparty to exercise any right or remedy accruing upon any Default or Event of Default shall impair any such right or remedy or constitute a waiver of any such Default or Event of Default or an acquiescence therein. Every right and remedy given by this Article V or by Law to the Indenture Trustee, to the Noteholders or to the Hedge Counterparties may be exercised from time to time, and as often as may be deemed expedient, by the Indenture Trustee, by the Noteholders or by the Hedge Counterparties, as the case may be.

Section 5.11 Control by Noteholders. The Majority Noteholders shall have the right to direct the time, method and place of conducting any Proceeding for any remedy available to the Indenture Trustee with respect to the Notes or exercising any trust or power conferred on the Indenture Trustee; provided, that:

(i) such direction shall not be in conflict with any rule of Law or with this Indenture;

(ii) such rights shall be subject to the express terms of Section 5.4(a)(iv);

(iii) if the conditions set forth in Section 5.5 have been satisfied and the Indenture Trustee elects to retain the Collateral pursuant to such Section, then any written direction to the Indenture Trustee by Holders of Notes representing less than one hundred percent (100%) of the Outstanding Amount of the Notes to sell or liquidate the Collateral shall be of no force and effect;

(iv) the Indenture Trustee may take any other action deemed proper by the Indenture Trustee that is not inconsistent with such direction; and

(v) the Majority Noteholders have offered to the Indenture Trustee indemnity satisfactory to it against the costs, expenses and liabilities to be incurred in complying with such direction.

Notwithstanding the rights of Noteholders set forth in this Section 5.11, subject to Section 6.1, the Indenture Trustee need not take any action that it determines might involve it in liability or might adversely affect the rights of any Noteholders not consenting to such action or the rights of any Hedge Counterparties.

Section 5.12 Waiver of Past Defaults. Prior to the declaration of the acceleration of the maturity of the Notes as provided in Section 5.2, the Majority Noteholders may waive any past Default or Event of Default and its consequences except a Default or Event of Default (a) in payment of principal of or interest on any of the Notes, (b) arising under any Hedge Agreement, (c) in respect of a covenant or provision hereof which cannot be modified or amended without the consent of the Holder of each Note, or (d) occurring as a result of an event specified in Section 5.1(a)(iv) or (v). In the case of any such waiver, the Issuer, the Indenture Trustee, the Holders of the Notes and the Hedge Counterparties shall be restored to their former positions and rights hereunder, respectively; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereto.

Upon any such waiver, such Default or Event of Default shall cease to exist and be deemed to have been cured and not to have occurred, and any Event of Default arising therefrom shall be deemed to have been cured and not to have occurred, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereto. The Indenture Trustee shall promptly give written notice of any such waiver to each Rating Agency.

Section 5.13 Undertaking for Costs. All parties to this Indenture agree, and each Holder of a Note by such Holder's acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Indenture Trustee for any action taken, suffered or omitted by it as Indenture Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees and reasonable expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section 5.13 shall not apply to (a) any suit instituted by the Indenture Trustee, (b) any suit instituted by any Noteholder, or group of Noteholders, in each case holding Notes evidencing in the aggregate more than 10% of the Outstanding Amount or (c) any suit instituted by any Noteholder for the enforcement of the payment of principal of or interest on any Note on or after the respective due dates expressed in such Note and in this Indenture (or, in the case of redemption, on or after the Redemption Date).

Section 5.14 Waiver of Stay or Extension Laws. The Issuer covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension Law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Issuer (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such Law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Indenture Trustee, but will suffer and permit the execution of every such power as though no such Law had been enacted.

Section 5.15 Action on Notes or Hedge Agreements. The Indenture Trustee's right to seek and recover judgment on the Notes or the Hedge Agreements or under this Indenture shall not be affected by the seeking, obtaining or application of any other relief under or with respect to this Indenture. Neither the lien of this Indenture nor any rights or remedies of the Indenture Trustee, the Noteholders or the Hedge Counterparties shall be impaired by the recovery of any judgment by the Indenture Trustee against the Issuer or by the levy of any execution under such judgment upon any portion of the Collateral or upon any of the assets of the Issuer or any of its Subsidiaries. Any money or property collected by the Indenture Trustee shall be applied in accordance with Section 5.4(b).

Section 5.16 Performance and Enforcement of Certain Obligations.

(a) The Issuer shall take all such lawful action as the Indenture Trustee, at the direction of the Majority Noteholders, shall request to compel or secure the performance and observance by the Manager of its obligations to the Issuer under or in connection with the Management Services Agreement, by any of the Diversified Parties of its obligations under or in connection with the Separation Agreement, and to exercise any and all rights, remedies, powers and privileges lawfully available to the Issuer under or in connection with the Management Services Agreement or by any of the Issuer Parties under the Separation Agreement to the extent and in the manner directed by the Indenture Trustee, at the direction of the Majority Noteholders, including the transmission of notices of default under the Management Services Agreement on the part of the Manager thereunder, claims for indemnification by the Issuer against any of the Diversified Parties under the Separation Agreement, and the institution of legal or administrative actions or proceedings to compel or secure performance by the Manager of its obligations under the Management Services Agreement, and by any of the Diversified Parties of its obligations under the Separation Agreement.

(b) If an Event of Default has occurred and is continuing, the Indenture Trustee may, and at the direction (which direction shall be in writing) of the Majority Noteholders, shall, (subject to the terms hereof) exercise all rights, remedies, powers, privileges and claims of the Issuer against the Manager under or in connection with the Management Services Agreement, or against any of the Diversified Parties under or in connection with the Separation Agreement, including the right or power to take any action to compel or secure performance or observance by the Manager, of its obligations to the Issuer under the Management Services Agreement or by any of the Diversified Parties, of its obligations to the Issuer under the Separation Agreement, and to give any consent, request, notice, direction, approval, extension or waiver under the Management Services Agreement, the Separation Agreement, and any right of any of the Issuer Parties to take such action shall be suspended.

ARTICLE VI

THE INDENTURE TRUSTEE

Section 6.1 Duties of Indenture Trustee.

(a) If an Event of Default has occurred and is continuing, the Indenture Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except as directed in writing by the Majority Noteholders or any other percentage of Noteholders required hereby, the Indenture Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and the other Basic Documents to which it is a party (and no implied covenants or obligations shall be read into this Indenture or such other Basic Documents against the Indenture Trustee). In the absence of gross negligence or willful misconduct on its part, the Indenture Trustee may conclusively rely upon certificates or opinions furnished to the Indenture Trustee and conforming to the requirements of this Indenture, as to the truth of the statements and the correctness of the opinions expressed therein; however, in the case of certificates or opinions specifically required by any provision of this Indenture to be furnished to it, the Indenture Trustee shall examine the certificates and opinions to determine whether or not they conform on their face to the requirements of this Indenture (but need not confirm or investigate the accuracy of any mathematical calculations or other facts stated therein).

(c) The Indenture Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of paragraph (b) of this Section 6.1;

(ii) the Indenture Trustee shall not be liable for any error of judgment made in good faith by the Indenture Trustee unless it is proved that the Indenture Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Indenture Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 5.11.

(d) Every provision of this Indenture that in any way relates to the Indenture Trustee is subject to this Section 6.1 and Section 6.2.

(e) The Indenture Trustee shall not be liable for interest on any money received by it except as the Indenture Trustee may agree in writing with the Issuer.

(f) Money held on behalf of the Noteholders by the Indenture Trustee need not be segregated from other funds except to the extent required by Law or the terms of this Indenture or the Management Services Agreement.

(g) No provision of this Indenture shall require the Indenture Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds to believe that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it, and none of the provisions contained in this Indenture shall in any event require the Indenture Trustee to perform, or be responsible for the performance of, any of the obligations of the Manager or the Back-up Manager under this Indenture or the Basic Documents.

(h) The Indenture Trustee shall have no duty (i) to see to any recording, filing, or depositing of this Indenture or any agreement referred to herein or any financing statement or continuation statement evidencing a security interest, or to see to the maintenance of any such recording or filing or depositing or to any re-recording, refiling or redepositing of any thereof or otherwise to monitor the perfection, continuation of perfection or the sufficiency or validity of any security interest related to the Collateral, (ii) to see to any insurance or (iii) subject to the other provisions of this Indenture and the Basic Documents, to see to the payment or discharge of any tax, assessment, or other governmental charge or any lien or encumbrance of any kind owing with respect to, assessed or levied against, any part of the Collateral.

(i) The Indenture Trustee shall not be charged with knowledge of any Default, Event of Default, Material Manager Default or breach of representation or warranty unless either (1) a Responsible Officer of the Indenture Trustee shall have actual knowledge of such Default, Event of Default, Material Manager Default or breach of representation or warranty or (2) written notice of such Default, Event of Default, Material Manager Default or breach of representation or warranty shall have been given to a Responsible Officer of the Indenture Trustee in accordance with the provisions of this Indenture. For the avoidance of doubt, receipt by the Indenture Trustee of a Payment Date Report shall not constitute actual knowledge of any breach of representation or warranty.

Section 6.2 Rights of Indenture Trustee.

(a) The Indenture Trustee may conclusively rely on any document believed by it to be genuine and to have been signed or presented by the proper person.

(b) Before the Indenture Trustee acts or refrains from acting, it may require an Officer's Certificate of the Issuer or an Opinion of Counsel. The Indenture Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on an Officer's Certificate or Opinion of Counsel.

(c) The Indenture Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys or a custodian or nominee, and the Indenture Trustee shall not be responsible for any misconduct or negligence on the part of, or for the supervision of, any such agent, attorney, custodian or nominee appointed absent gross negligence or willful misconduct.

(d) The Indenture Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers; provided, that the Indenture Trustee's conduct does not constitute gross negligence or willful misconduct.

(e) The Indenture Trustee may consult with counsel, accountants and other experts of its own selection (which may include counsel to the Issuer, the Noteholders and/or the Hedge Counterparties), and the advice or opinion of such counsel, accountants and other experts with respect to legal or other matters relating to this Indenture and the Notes shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel, accountants and other experts.

(f) The Indenture Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture or to institute, conduct or defend any litigation hereunder or in relation hereto or to honor the request or direction of any of the Noteholders pursuant to this Indenture, unless such Noteholders shall have offered to the Indenture Trustee security or indemnity satisfactory to it against the reasonable costs, expenses, disbursements, advances and liabilities which might be incurred by it, its agents and its counsel in compliance with such request or direction.

(g) The Indenture Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document (including electronic communications), unless requested in writing to do so by the Holders of Notes representing the Majority Noteholders; provided, that if the payment within a reasonable time to the Indenture Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Indenture Trustee, not reasonably assured to the Indenture Trustee by the security afforded to it by the terms of this Indenture, the Indenture Trustee may require indemnity satisfactory to the Indenture Trustee in its reasonable discretion against such cost, expense or liability as a condition to taking any such action. In no event shall the Indenture Trustee have any responsibility to monitor Diversified's compliance with or be charged with knowledge of the Credit Risk Retention Rules, nor shall it be liable to any Noteholder or any party whatsoever for violation of such rules or requirements or such similar provisions now or hereafter in effect.

(h) The right of the Indenture Trustee to perform any discretionary act enumerated in this Indenture or any other Basic Document to which it is a party shall not be construed as a duty or obligation, and the Indenture Trustee shall not be answerable under this Indenture or any other Basic Document to which it is a party for anything other than its gross negligence or willful misconduct in the performance of such act.

(i) The rights, privileges, protections, immunities and benefits given to the Indenture Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Indenture Trustee in each of its capacities hereunder, and each agent, custodian and other Person engaged by the Indenture Trustee to act hereunder. In connection with its actions under any other Basic Document to which it is a party, the Indenture Trustee shall also be afforded all of the rights, privileges, protections, immunities and benefits given to it herein, including, without limitation, its right to be indemnified, as if set forth in full therein, *mutatis mutandis*.

(j) In no event shall the Indenture Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, any act or provision of any present or future law or regulation or governmental authority, strikes, work stoppages, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, epidemics, pandemics, quarantines, and interruptions, loss or malfunctions of utilities, communications or computer (hardware or software) systems and services, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility; it being understood that the Indenture Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

(k) In no event shall the Indenture Trustee be liable (i) for special, consequential, indirect or punitive damages (including lost profits), (ii) for the acts or omissions of its nominees, correspondents, clearing agencies or securities depositories and (iii) for the acts or omissions of brokers or dealers even if the Indenture Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(l) In no event shall the Indenture Trustee be liable for the failure to perform its duties hereunder if such failure is a direct or proximate result of another party's failure to perform its obligations hereunder.

(m) As to any fact or matter the manner of ascertainment of which is not specifically described herein, the Indenture Trustee shall be entitled to receive and may for all purposes hereof conclusively rely on a certificate, signed by an officer of any duly authorized Person, as to such fact or matter, and such certificate shall constitute full protection to the Indenture Trustee for any action taken or omitted to be taken by it in good faith reliance thereon.

(n) Any Opinion of Counsel requested by the Indenture Trustee shall be an expense of the party requesting the Indenture Trustee to act or refrain from acting or otherwise shall be an expense of the Issuer.

(o) The Indenture Trustee or its Affiliates are permitted to receive additional compensation that could be deemed to be in the Indenture Trustee's economic self-interest for (i) serving as investment adviser, administrator, shareholder servicing agent, custodian or sub-custodian, (ii) using Affiliates to effect transactions in certain investments (if directed) and (iii) effecting transactions in certain investments (if directed). Such compensation shall not be considered an amount that is reimbursable or payable to the Indenture Trustee as part of the compensation hereunder.

(p) Neither the Indenture Trustee nor the Issuer shall be responsible for the acts or omissions of the other, it being understood that this Indenture shall not be construed to render them partners, joint venturers or agents (unless expressly set forth herein) of one another.

(q) The Indenture Trustee shall not have any obligation or liability to take any action or to refrain from taking any action hereunder that requires written direction in the absence of such written direction as provided hereunder.

(r) The Indenture Trustee shall not be required to give any bond or surety with respect to the execution of the trust created hereby or the powers granted hereunder.

(s) The Indenture Trustee may, from time to time, request that the Issuer deliver a certificate (upon which the Indenture Trustee may conclusively rely) setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture or any other Basic Document together with a specimen signature of such authorized officers; provided, however, that from time to time, the Issuer may, by delivering to the Indenture Trustee a revised certificate, change the information previously provided by it pursuant to this Section 6.02(s), but the Indenture Trustee shall be entitled to conclusively rely on the then current certificate until receipt of a superseding certificate.

(t) Except for notices, reports and other documents expressly required to be furnished to the Holders or the Hedge Counterparties by the Indenture Trustee hereunder, the Indenture Trustee shall not have any duty or responsibility to provide any Holder with any information concerning the transaction contemplated hereby, the Issuer, the servicer or any other parties to any other Basic Document which may come into the possession of the Indenture Trustee or any of its officers, directors, employees, representatives or attorneys in fact.

If at any time the Indenture Trustee is served with any arbitral, judicial or administrative order, judgment, award, decree, writ or other form of arbitral, judicial or administrative process which in any way affects this Indenture, the Notes, the Collateral or any part thereof or funds held by it (including, but not limited to, orders of attachment or garnishment or other forms of levies or injunctions), it shall be authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate; and if the Indenture Trustee complies with any such arbitral, judicial or administrative order, judgment, award, decree, writ or other form of arbitral, judicial or administrative process, the Indenture Trustee shall not be liable to any of the parties hereto or to any other person or entity even though such order, judgment, award, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect

Section 6.3 Individual Rights of Indenture Trustee. The Indenture Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer or its Affiliates with the same rights it would have if it were not Indenture Trustee. Any Paying Agent, Note Registrar, co-registrar or co-paying agent may do the same with like rights. However, the Indenture Trustee must comply with Sections 6.11 and 6.12.

Section 6.4 Indenture Trustee's Disclaimer. The Indenture Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Issuer's use of the proceeds from the Notes, and it shall not be responsible for any statement of the Issuer in the Indenture or in any document issued in connection with the sale of the Notes or in the Notes other than the Indenture Trustee's certificate of authentication.

Section 6.5 Notice of Material Manager Defaults or Events of Default. Unless provided by Issuer (or the Manager on its behalf) on an earlier date, if a Material Manager Default, Warm Trigger Event, Rapid Amortization Event, Default or Event of Default occurs and is continuing and if it is known to the Indenture Trustee pursuant to Section 6.1(i), the Indenture Trustee shall mail and email to each Noteholder, each Hedge Counterparty and each Rating Agency notice of the Material Manager Default, Warm Trigger Event, Rapid Amortization Event, Default or Event of Default within five (5) days after receipt of such knowledge.

Section 6.6 Reports by Indenture Trustee. The Indenture Trustee shall make available within a reasonable period of time after the end of each calendar year to each Noteholder and each Hedge Counterparty such information furnished to the Indenture Trustee as may be required to enable such Holder or such Hedge Counterparty to prepare its federal and state income tax returns. On or before each Payment Date, the Indenture Trustee will post a copy of the statement or statements provided to the Indenture Trustee pursuant Section 8.8 hereof with respect to the applicable Payment Date on its internet website promptly following its receipt thereof, for the benefit of the Noteholders, the Back-up Manager, the Hedge Counterparties, Holders and the Rating Agencies, and upon written request provide a copy thereof to the Hedge Counterparties and the Rating Agencies. The Indenture Trustee shall post copies of the items provided to the Indenture Trustee pursuant to Section 7.1 hereof and the Reserve Report provided pursuant to Section 8.5 hereof on its internet website promptly following its receipt thereof (*provided* that within five (5) Business Days of posting, the Indenture Trustee will provide e-mail notice of such posting), for the benefit of the Noteholders, the Back-up Manager, the Hedge Counterparties and Rating Agencies, and upon written request provide a copy thereof to each Noteholder, the Back-up Manager, each Hedge Counterparty and the Rating Agencies. The Indenture Trustee's internet website shall initially be located at "*www.debtx.com*." The Indenture Trustee may change the way the statements and information are posted or distributed in order to make such distribution more convenient and/or accessible for the Noteholders, the Back-up Manager, the Hedge Counterparties and the Rating Agencies, and the Indenture Trustee shall provide on the website timely and adequate notification to all parties regarding any such change. As currently configured, the Indenture Trustee's website will automatically issue an email notification to any Noteholder who has registered its email address with the Indenture Trustee of any posting of information to such website. Promptly after the Closing Date, the Indenture Trustee will send by email a registration link for such website to each Noteholder with an email address listed on Schedule B to the Note Purchase Agreement at such email address. Each Noteholder shall be responsible for its own registration for such website and the Indenture Trustee shall not have any obligation to monitor any Noteholder's registration status. The Indenture Trustee shall not have any liability in connection with its website failing to automatically deliver the email notifications referenced in this Section 6.6 absent gross negligence or willful misconduct on its part.

Section 6.7 Compensation and Indemnity. The Issuer shall pay to the Indenture Trustee from time to time reasonable compensation for its services as agreed between the Issuer and the Indenture Trustee in writing from time to time. The Indenture Trustee's compensation shall not be limited by any Law on compensation of a trustee of an express trust. The Issuer shall reimburse the Indenture Trustee for all reasonable and documented out-of-pocket expenses incurred or made by it, including costs of collection, in addition to the compensation for its services. Such expenses shall include the reasonable and documented compensation and expenses, disbursements and advances of the Indenture Trustee's agents, counsel, accountants and experts; provided, that, reimbursement for expenses and disbursements of any legal counsel to the Indenture Trustee may be subject to any limitations separately agreed upon in writing before the date hereof between the Issuer and the Indenture Trustee. The Issuer shall indemnify the Indenture Trustee for, and hold it and its officers, directors, employees, representatives and agents harmless against any and all loss, liability, claim, damage or expense, including reasonable and documented legal and consulting fees and expenses and including, without limitation, any legal fees, costs and expenses incurred in connection with any enforcement (including any action, claim or suit brought by the Indenture Trustee of any indemnification or other obligation of the Issuer or the Manager), incurred by it in connection with the administration of this Indenture and the performance of its duties hereunder, including with respect to any Environmental Liabilities, compliance with Environmental Laws and the generation, use, presence or release of Hydrocarbons or Hazardous Materials. The Indenture Trustee shall, to the extent practicable and not prohibited by a court order or other operation of law, notify the Issuer and the Manager promptly of any claim of which the Indenture Trustee has received written notice for which it may seek indemnity. Failure by the Indenture Trustee to so notify the Issuer and the Manager shall not relieve the Issuer or the Manager of its obligations hereunder. The Issuer may defend any such claim, and the Indenture Trustee may have separate counsel in connection with the defense of any such claim and the Issuer shall pay the fees and expenses of such counsel. The Issuer need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Indenture Trustee through the Indenture Trustee's own gross negligence or willful misconduct.

The Issuer's payment obligations to the Indenture Trustee pursuant to this Section shall survive the resignation or removal of the Indenture Trustee and the discharge of this Indenture. When the Indenture Trustee incurs fees or expenses after the occurrence of a Default specified in Section 5.1(a)(iv) or 5.1(a)(v) with respect to the Issuer, the expenses are intended to constitute expenses of administration under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or similar Law.

Section 6.8 Replacement of Indenture Trustee.

(a) No resignation or removal of the Indenture Trustee and no appointment of a successor Indenture Trustee shall become effective until the acceptance of appointment by the successor Indenture Trustee pursuant to this Section 6.8. The Indenture Trustee may resign at any time with thirty (30) days' prior written notice by so notifying the Issuer (with a copy to each Noteholder, each Hedge Counterparty and each Rating Agency). The Majority Noteholders may remove the Indenture Trustee with thirty (30) days' prior written notice by so notifying the Indenture Trustee, Diversified and the Hedge Counterparties and may appoint a successor Indenture Trustee. The Issuer shall remove the Indenture Trustee if:

(i) the Indenture Trustee fails to comply with Section 6.11;

(ii) the Indenture Trustee is adjudged bankrupt or insolvent;

(iii) a receiver or other public officer takes charge of the Indenture Trustee or its property; or

(iv) the Indenture Trustee otherwise becomes incapable of acting.

(b) If no Default or Event of Default has occurred and is continuing, and the Indenture Trustee resigns or is removed or if a vacancy exists in the office of Indenture Trustee for any reason (the Indenture Trustee in such event being referred to herein as the retiring Indenture Trustee), the Issuer shall appoint a replacement indenture trustee with the consent of the Majority Noteholders and of the Hedge Counterparties (in either case, such consent not to be unreasonably withheld, conditioned, or delayed) as soon as reasonably practicable, but in any event within thirty (30) days following such event; provided that if the Issuer shall not have appointed a replacement indenture trustee by the end of such thirty (30) day period other than as a result of the failure of the Majority Noteholders or the Hedge Counterparties to have reasonably consented, the Majority Noteholders shall have the right to appoint the replacement with the consent of the Issuer and of the Hedge Counterparties (in either case, such consent not to be unreasonably withheld, conditioned, or delayed), and the Issuer shall notify Diversified and each Rating Agency of such appointment. If a Default or Event of Default has occurred and is continuing, any replacement of the Indenture Trustee hereunder shall be done by the Majority Noteholders.

(c) A successor Indenture Trustee shall deliver a written acceptance of its appointment to the retiring Indenture Trustee, the Issuer, each Noteholder, and each Hedge Counterparty. Thereupon the resignation or removal of the retiring Indenture Trustee shall become effective, and the successor Indenture Trustee shall have all the rights, powers and duties of the Indenture Trustee under this Indenture. The successor Indenture Trustee shall mail a notice of its succession to Noteholders and the Hedge Counterparties. The retiring Indenture Trustee shall promptly transfer all property held by it as Indenture Trustee to the successor Indenture Trustee.

(d) If a successor Indenture Trustee does not take office within thirty (30) days after the retiring Indenture Trustee resigns or is removed, the retiring Indenture Trustee, the Issuer or the Majority Noteholders may, at the expense of the Issuer, petition any court of competent jurisdiction for the appointment of a successor Indenture Trustee.

(e) If the Indenture Trustee fails to comply with Section 6.11, any Noteholder or any Hedge Counterparty may petition any court of competent jurisdiction for the removal of the Indenture Trustee and the appointment of a successor Indenture Trustee.

(f) Notwithstanding the replacement of the Indenture Trustee pursuant to this Section 6.8, the Issuer's obligations under Section 6.7 shall continue for the benefit of the retiring Indenture Trustee.

Section 6.9 Successor Indenture Trustee by Merger. If the Indenture Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee corporation or banking association without any further act shall be the successor Indenture Trustee; provided, that such corporation or banking association shall be otherwise qualified and eligible under Section 6.11. The Indenture Trustee shall provide Diversified, Holders and each Rating Agency with prior written notice of any such transaction.

Section 6.10 Appointment of Co-Indenture Trustee or Separate Indenture Trustee.

(a) Notwithstanding any other provisions of this Indenture, at any time, for the purpose of meeting any legal requirement of any jurisdiction in which any part of the Collateral may at the time be located, the Indenture Trustee shall have the power and may execute and deliver all instruments to appoint one or more Persons to act as a co-trustee or co-trustees, or separate trustee or separate trustees, of all or any part of the Issuer, and to vest in such Person or Persons, in such capacity and for the benefit of the Secured Parties, such title to the Collateral, or any part hereof, and, subject to the other provisions of this Section 6.10, such powers, duties, obligations, rights and trusts as the Indenture Trustee may consider necessary or desirable. No co-trustee or separate trustee hereunder shall be required to meet the terms of eligibility as a successor trustee under Section 6.11 and no notice to Noteholders of the appointment of any co-trustee or separate trustee shall be required under Section 6.8 hereof.

(b) Every separate trustee and co-trustee shall, to the extent permitted by Law, be appointed and act subject to the following provisions and conditions:

(i) all rights, powers, duties and obligations conferred or imposed upon the Indenture Trustee shall be conferred or imposed upon and exercised or performed by the Indenture Trustee and such separate trustee or co-trustee jointly (it being understood that such separate trustee or co-trustee is not authorized to act separately without the Indenture Trustee joining in such act), except to the extent that under any Law of any jurisdiction in which any particular act or acts are to be performed the Indenture Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the Collateral or any portion thereof in any such jurisdiction) shall be exercised and performed singly by such separate trustee or co-trustee, but solely at the direction of the Indenture Trustee;

(ii) no trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder; and

(iii) the Indenture Trustee may at any time accept the resignation of or remove any separate trustee or co-trustee.

(c) Any notice, request or other writing given to the Indenture Trustee shall be deemed to have been given to each of the then separate trustees and co-trustees, as effectively as if given to each of them. Every instrument appointing any separate trustee or co-trustee shall refer to this Indenture and the conditions of this Article VI. Each separate trustee and co-trustee, upon its acceptance of the trusts conferred, shall be vested with the estates or property specified in its instrument of appointment, either jointly with the Indenture Trustee or separately, as may be provided therein, subject to all the provisions of this Indenture, specifically including every provision of this Indenture relating to the conduct of, affecting the liability of, or affording protection to, the Indenture Trustee. Every such instrument shall be filed with the Indenture Trustee.

(d) Any separate trustee or co-trustee may at any time constitute the Indenture Trustee, its agent or attorney-in-fact with full power and authority, to the extent not prohibited by Law, to do any lawful act under or in respect of this Indenture on its behalf and in its name. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of its estates, properties, rights, remedies and trusts shall vest in and be exercised by the Indenture Trustee, to the extent permitted by Law, without the appointment of a new or successor trustee.

Section 6.11 Eligibility; Disqualification. The Indenture Trustee shall have a combined capital and surplus of at least $500,000,000 as set forth in its most recent published annual report of condition, and the time deposits of the Indenture Trustee shall be rated at least A- (or equivalent) by Fitch and one other NRSRO, to the extent that Fitch rates the Notes, and otherwise, two NRSROs.

Section 6.12 Representations and Warranties of the Indenture Trustee. The Indenture Trustee hereby makes the following representations and warranties on which the Issuer, Noteholders and the Hedge Counterparties shall rely:

(a) the Indenture Trustee is a national banking association duly organized and validly existing under the Laws of the jurisdiction of its formation;

(b) the Indenture Trustee has full power, authority and legal right to execute, deliver, and perform this Indenture and shall have taken all necessary action to authorize the execution, delivery and performance by it of this Indenture;

(c) the execution, delivery and performance by the Indenture Trustee of this Indenture (i) shall not violate any provision of any Law or regulation governing the banking and trust powers of the Indenture Trustee or any order, writ, judgment or decree of any court, arbitrator, or governmental authority applicable to the Indenture Trustee or any of its assets, (ii) shall not violate any provision of the corporate charter or bylaws of the Indenture Trustee and (iii) shall not violate any provision of, or constitute, with or without notice or lapse of time, a default under, or result in the creation or imposition of any lien on any properties included in the Collateral pursuant to the provisions of any mortgage, indenture, contract, agreement or other undertaking to which it is a party, which violation, default or lien could reasonably be expected to have a materially adverse effect on the Indenture Trustee's performance or ability to perform its duties under this Indenture or on the transactions contemplated in this Indenture;

(d) no consent, license, approval or authorization of, or filing or registration with, any governmental authority, bureau or agency is required to be obtained that has not been obtained by the Indenture Trustee in connection with the execution, delivery or performance by the Indenture Trustee of the Basic Documents; and

(e) this Indenture has been duly executed and delivered by the Indenture Trustee and constitutes the legal, valid and binding agreement of the Indenture Trustee, enforceable in accordance with its terms.

ARTICLE VII

INFORMATION REGARDING THE ISSUER

Section 7.1 Financial and Business Information.

(a) *Annual Statements* — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, within one hundred and twenty (120) days after the end of each fiscal year of the Issuer, commencing with the fiscal year ended December 31, 2022, duplicate copies of the audited consolidated financial statements of Diversified Corp and its consolidated subsidiaries by an independent public accountant, which such independent public accountant shall be PricewaterhouseCoopers or another independent public accountant reasonably acceptable to the Majority Noteholders; provided, that upon receipt of such audited consolidated financial statements, the Indenture Trustee shall promptly make them available to Noteholders, the Hedge Counterparties, and the Rating Agencies on the Indenture Trustee's internet website.

(b) *Quarterly Statements* — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, within sixty (60) days after the end of each quarterly fiscal period in each fiscal year of the Issuer, commencing with the fiscal quarter of the Issuer ended June 30, 2022, duplicate copies of the following reports; provided, that upon receipt of such reports, the Indenture Trustee shall promptly make them available to Noteholders, the Hedge Counterparties, and the Rating Agencies on the Indenture Trustee's internet website:

(i) an unaudited consolidated balance sheet of Diversified Corp and its consolidated subsidiaries as at the end of such quarter, and

(ii) unaudited consolidated statements of income, changes in shareholders' equity and cash flows of Diversified Corp and its consolidated subsidiaries, for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter, in each case setting forth, starting with the fiscal quarter ended June 30, 2022, in comparative form the figures for the corresponding periods in the previous fiscal year, all in reasonable detail, prepared in accordance with IFRS, or, to the extent Diversified Corp or its direct or indirect parent prepares its financial statements in accordance with GAAP, in accordance with GAAP, applicable to quarterly financial statements generally, and certified by a Senior Financial Officer of Diversified Corp as fairly presenting, in all material respects, the financial position of the companies being reported on and their results of operations and cash flows, subject to changes resulting from year-end adjustments.

(c) *Notice of Material Events* — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, each Noteholder, and each Hedge Counterparty promptly, and in any event within three (3) Business Days after a Responsible Officer of the Issuer, the Manager or Diversified becomes aware of the existence of (i) any Rapid Amortization Event, (ii) Material Manager Default, (iii) Default, (iv) Event of Default, (v) any default under any Basic Document, (vi) any event that can be reasonably expected to cause a Material Adverse Effect, (vii) information that any Person has given any notice or taken any action with respect to a claimed default hereunder or (viii) Warm Trigger Event, an Officer's Certificate (with a copy to each Rating Agency) specifying the nature and period of existence and what action the Issuer is taking or proposes to take with respect thereto. The Issuer shall, at the Issuer's expense (in accordance with Section 8.6), promptly provide the Indenture Trustee, each Noteholder, each Hedge Counterparty, the Manager (or Back-up Manager) and the Rating Agencies with such additional information as any such party may reasonably request from time to time in connection with the matters so reported, and the actions so taken or contemplated to be taken.

(d) Notices from Governmental Body — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, each Noteholder, and each Hedge Counterparty promptly, and in any event within ten (10) days of receipt thereof, copies of any material notice to any Issuer Party from any Governmental Body (with a copy to each Rating Agency) relating to any order, ruling, statute or other Law or regulation.

(e) Notices under Material Agreement — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, each Noteholder, and each Hedge Counterparty promptly, and in any event within fifteen (15) days after delivery or receipt by any Issuer Party, copies of all notices of termination, Default or Event of Default, suspension of performance or any force majeure event given or received pursuant to or in respect of any material agreement to which it is a party or any other material notices or documents given or received pursuant to or in respect of any material agreement to which it is a party (with a copy to each Rating Agency).

(f) Payment Date Compliance Certificates — On or before the third (3rd) Business Day prior to each Payment Date, the Issuer shall deliver to the Indenture Trustee, each Noteholder, each Hedge Counterparty, and each Rating Agency, an Officer's Certificate to the effect that, except as provided in a notice delivered pursuant to Section 7.1(c), no potential Rapid Amortization Event or Rapid Amortization Event, no potential Material Manager Default or Material Manager Default, no potential Warm Trigger Event or Warm Trigger Event, no Default or Event of Default has occurred and is continuing (each, a "Payment Date Compliance Certificate").

(g) Ratings — Beginning with the year ended December 31, 2022, the Issuer shall annually obtain a ratings letter from at least one Rating Agency in accordance with Section 9.17 of the Note Purchase Agreement; provided, that upon receipt of such ratings letter from the Issuer, the Indenture Trustee shall promptly make such ratings letter available to Noteholders, the Hedge Counterparties, and the Rating Agencies on the Indenture Trustee's internet website.

Section 7.2 Visitation.

(a) If no Default or Event of Default then exists, each Issuer Party] shall permit the representatives of each Noteholder that is an Institutional Investor to visit and inspect the offices or properties of the Issuer Party, to examine all its books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss its affairs, finances and accounts with the Issuer Party's officers, employees and independent certified public accountants, at such time as may be reasonably requested in writing; provided, however, that in no event shall the Issuer Party be required to permit the representatives of a Noteholder to visit more than one (1) time in any twelve-month period. Any visits contemplated by this Section 7.2(a) shall be at the sole expense of the requesting party.

(b) If a Default or Event of Default exists, each Issuer Party shall permit the representatives of each holder of a Note that is an Institutional Investor, at the expense of the Issuer Party, upon reasonable prior notice, to visit and inspect the offices or properties of the Issuer Party, to examine all its books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss its affairs, finances and accounts with the Issuer Party's officers, employees and independent certified public accountants, all at such times as may be reasonably requested and as often as may be requested. Any visits contemplated by this Section 7.2(b) shall be at the sole expense of the Issuer and not limited in number.

ARTICLE VIII

ACCOUNTS, DISBURSEMENTS AND RELEASES

Section 8.1 Deposit of Collections. The Issuer, the Guarantor and the Manager on its behalf, shall direct that all payments with respect to the Assets and all payments received under the Hedge Agreements (whether directly from a Hedge Counterparty or from Diversified Marketing) be made to the Collection Account in accordance with the Basic Documents; provided that amounts posted by a Hedge Counterparty as collateral to the Issuer under an applicable Hedge Agreement shall not be deposited in the Collection Account and shall not constitute Available Funds. The Issuer, and in the event any Collections are received by any Affiliate of the Issuer (other than the Operator, solely in its capacity as such), if applicable, shall remit or cause such Affiliate to remit to the Collection Account within two (2) Business Days of receipt and identification thereof (including receipt of proper instructions regarding where to allocate such payment) all Collections received with respect to the Assets. The Operator, solely in its capacity as such, shall remit to the Collection Account within sixty (60) days of receipt and initial identification thereof (including receipt of proper instructions regarding where to allocate such payment) all Collections received with respect to the Assets (subject in any case to the expense and reimbursement provisions of the Joint Operating Agreement); provided, that, to the extent that the Operator definitively identifies Collections attributable to the Issuer pursuant to the Joint Operating Agreement subsequent to the application of funds from such Collection pursuant to the expense and reimbursement provisions thereof, the Operator shall remit such funds to the Collection Account within two (2) Business Days of definitive identification thereof (including receipt of proper instructions regarding where to allocate such payment). Notwithstanding anything contained herein to the contrary, the Indenture Trustee shall be authorized to accept instructions from the Manager (which shall be in writing) on behalf of the Issuer on a daily basis regarding withdrawals or order transfers of funds from the Collection Account, to the extent such funds have been mistakenly deposited into the Collection Account (including without limitation funds representing amounts due and payable on wells not part of the Assets). In the case of any withdrawal or transfer pursuant to the foregoing sentence, the Manager, on behalf of the Issuer, shall provide the Noteholders, the Hedge Counterparties and the Indenture Trustee with notice of such withdrawal or transfer, together with reasonable supporting details regarding such withdrawal or transfer and the mistaken deposit related thereto, on such date of withdrawal to be delivered by the Manager, on behalf of the Issuer (or in such earlier written notice as may be required by the Indenture Trustee from the Manager, on behalf of the Issuer, from time to time). Notwithstanding anything therein to the contrary, the Indenture Trustee shall be entitled to make withdrawals or order transfers of funds from the Collection Account, in the amount of all reasonable out-of-pocket costs and expenses incurred by the Indenture Trustee in connection with any misdirected funds described in the second foregoing sentence.

Section 8.2 Establishment of Accounts.

(a) The Issuer, for the benefit of the Secured Parties, shall cause to be established and maintained with the Securities Intermediary a non-interest bearing trust account on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Collection Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Secured Parties. The Issuer, for the benefit of the Secured Parties, shall deposit, or cause its Affiliate to deposit, any and all funds received pursuant to any Hedge Agreement into the Collection Account, subject only to the terms of the Joint Operating Agreement; provided, however, any such amounts received as "Posted Collateral" pursuant to the terms of a Hedge Agreement as in effect on the date hereof shall be deposited into the Hedge Collateral Account.

(b) The Issuer, for the benefit of the Secured Parties, shall cause to be established and maintained with the Securities Intermediary a non-interest bearing trust account on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Asset Disposition Proceeds Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Secured Parties.

(c) The Issuer, for the benefit of the Secured Parties, shall cause to be established and maintained with the Securities Intermediary a non-interest bearing trust account on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Liquidity Reserve Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Secured Parties.

(d) The Issuer, for the benefit of the Secured Parties, may from to time to time by written direction to the Indenture Trustee cause to be established and maintained with the Securities Intermediary one or more accounts or sub-accounts on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Hedge Collateral Accounts"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Secured Parties. Amounts posted as collateral to the Issuer under an applicable Hedge Agreement shall be deposited in such accounts and held therein in accordance with the terms of the applicable Hedge Agreement. The Manager shall have the power to instruct the Indenture Trustee in writing to establish the Hedge Collateral Accounts and to make withdrawals and returns from the Hedge Collateral Accounts for the purpose of permitting the Issuer to carry out its respective duties under the applicable Hedge Agreement. Notwithstanding anything contained herein to the contrary, the parties hereby acknowledge and agree that any Hedge Counterparty's right to the return of any excess collateral posted under the Hedge Agreement, as determined in accordance with the terms of the relevant Hedge Agreement, and held in the Hedge Collateral Account, shall be senior in all respects to any rights or interests of the Indenture Trustee in such Hedge Collateral Account for the benefit of the Secured Parties.

(e) The Issuer, for the benefit of the Secured Parties, shall cause to be established and maintained with the Securities Intermediary a non-interest bearing trust account on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "P&A Reserve Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Secured Parties. To the extent a P&A Reserve Trigger has occurred with respect to the Issuer's most recently completed fiscal year, Available Funds shall be deposited into the P&A Reserve Account in an amount equal to the P&A Reserve Amount in accordance with Section 8.6. On each Payment Date, all amounts then on deposit in the P&A Reserve Account shall be deposited into the Collection Account, where they will be considered part of Available Funds and distributed on such Payment Date pursuant to Section 8.6.

(f) Funds on deposit in each of (i) the Collection Account, (ii) the Asset Disposition Proceeds Account, (iii) the Liquidity Reserve Account and (iv) the P&A Reserve Account (together, the "Issuer Accounts") shall be invested by the Indenture Trustee in Permitted Investments as directed in writing by the Manager. In the absence of written direction from the Manager, such funds shall remain uninvested. All such Permitted Investments shall be held by the Indenture Trustee for the benefit of the Secured Parties; provided, that on each Payment Determination Date all interest and other Investment Earnings on funds on deposit in the Issuer Accounts shall be deposited into the Collection Account and shall be deemed to constitute a portion of Available Funds for the related Payment Date. Other than as permitted by the Majority Noteholders (with prompt notice to the Hedge Counterparties), funds on deposit in the Issuer Accounts shall be invested in Permitted Investments that will mature (A) not later than the Business Day immediately preceding the next Payment Date or (B) on or before 10:00 a.m. on such next Payment Date if such investment is held in the corporate trust department of the institution with which the Issuer Accounts are then maintained and is invested either (i) in a time deposit of the Indenture Trustee with a credit rating in one of the generic rating categories that signifies investment grade of at least one of the Rating Agencies (such account being maintained within the corporate trust department of the Indenture Trustee), or (ii) in the Indenture Trustee's common trust fund so long as such fund has a credit rating in one of the generic rating categories that signifies investment grade of at least one of the Rating Agencies; provided, further, that Permitted Investments shall be available for redemption and use by the Indenture Trustee on the relevant Payment Date. In no event shall the Indenture Trustee be held liable for investment losses in Permitted Investments pursuant to this Section 8.2(f), except to the extent it is acting separately in its capacity as obligor thereunder.

(g) The Indenture Trustee shall possess all right, title and interest in all funds on deposit from time to time in the Issuer Accounts and Hedge Collateral Accounts and in all proceeds thereof (including all income thereon) and all such funds, investments, proceeds and income shall be part of the Collateral. The Issuer Accounts shall be under the sole dominion and control of the Indenture Trustee for the benefit of the Secured Parties. If, at any time, any of the Issuer Accounts and/or Hedge Collateral Accounts cease to be an Eligible Account, the Indenture Trustee shall within ten (10) Business Days (or such longer period, not to exceed thirty (30) calendar days with the prior written consent the Majority Noteholders) establish a new Issuer Account and/or Hedge Collateral Accounts, as applicable, as an Eligible Account and shall transfer any cash and/or any investments to such new Issuer Account and/or Hedge Collateral Accounts, as applicable. The Indenture Trustee, Paying Agent or the other Person holding the Issuer Accounts and Hedge Collateral Accounts as provided in this Section 8.2(g) shall be the "Securities Intermediary." On the date hereof, the Securities Intermediary is the Indenture Trustee. If the Securities Intermediary shall be a Person other than the Indenture Trustee, the Manager shall obtain the express written agreement of such Person to the obligations of the Securities Intermediary set forth in this Section 8.2.

(i) The Securities Intermediary agrees, by its acceptance hereof, that:

(A) The Issuer Accounts and Hedge Collateral Accounts are "securities accounts" within the meaning of Section 8-501 of the New York UCC and are accounts to which Financial Assets will be credited.

(B) All securities or other property underlying any Financial Assets credited to the Issuer Accounts and Hedge Collateral Accounts shall be registered in the name of the Securities Intermediary, indorsed to the Securities Intermediary or in blank or credited to another securities account maintained in the name of the Securities Intermediary and in no case will any Financial Asset credited to any of the Issuer Accounts or Hedge Collateral Accounts be registered in the name of the Issuer or the Manager, payable to the order of the Issuer or the Manager or specially indorsed to the Manager or Diversified except to the extent the foregoing have been specially indorsed to the Securities Intermediary or in blank.

(C) All property delivered to the Securities Intermediary pursuant to this Indenture will be promptly credited to the appropriate Issuer Account or Hedge Collateral Accounts, as applicable.

(D) Each item of property (whether investment property, Financial Asset, security, instrument or cash) credited to an Issuer Account or Hedge Collateral Accounts, as applicable, shall be treated as a "financial asset" within the meaning of Section 8-102(a)(9) of the New York UCC.

(E) If at any time the Securities Intermediary shall receive any order from the Indenture Trustee directing transfer or redemption of any Financial Asset relating to the Issuer Accounts, or Hedge Collateral Accounts, as applicable, the Securities Intermediary shall comply with such entitlement order without further consent by the Issuer, the Manager or any other Person.

(F) The Issuer Accounts and Hedge Collateral Accounts shall be governed by the Laws of the State of New York, regardless of any provision in any other agreement. For purposes of the UCC, New York shall be deemed to be the Securities Intermediary's jurisdiction and the Issuer Accounts and Hedge Collateral Accounts (as well as the securities entitlements (as defined in Section 8-102(a)(17) of the UCC) related thereto) shall be governed by the Laws of the State of New York.

(G) The Securities Intermediary has not entered into, and until the termination of this Indenture will not enter into, any agreement with any other person relating to the Issuer Accounts or Hedge Collateral Accounts and/or any Financial Assets credited thereto pursuant to which it has agreed to comply with entitlement orders (as defined in Section 8-102(a)(8) of the New York UCC) of such other person and the Securities Intermediary has not entered into, and until the termination of this Indenture will not enter into, any agreement with the Issuer, the Manager or the Indenture Trustee purporting to limit or condition the obligation of the Securities Intermediary to comply with entitlement orders as set forth in Section 8.2(g)(i)(E) hereof.

(H) Except for the claims and interest of the Indenture Trustee and of the Issuer in the Issuer Accounts and Hedge Collateral Accounts, the Securities Intermediary knows of no claim to, or interest in, the Issuer Accounts or Hedge Collateral Accounts or in any Financial Asset credited thereto. If any other person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Issuer Accounts, Hedge Collateral Accounts or in any Financial Asset carried therein, the Securities Intermediary will promptly notify the Indenture Trustee, the Manager, the Issuer and each Rating Agency.

(I) The Securities Intermediary will promptly send copies of all statements, confirmations and other correspondence concerning the Issuer Accounts and Hedge Collateral Accounts and/or any Issuer Account Property simultaneously to each of the Manager and the Indenture Trustee.

(J) The Securities Intermediary (A) shall be a corporation or national bank that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity hereunder, (B) shall not be an Affiliate of the Issuer, (C) shall have a combined capital and surplus of at least U.S.$500,000,000, (D) shall be subject to supervision or examination by United States federal or state authority and (E) shall have a rating of at least "A3" or better by Moody's, "A-" or better by S&P, and "A-" or better by Fitch (if such entity is rated by Fitch).

(K) The Securities Intermediary shall treat the Indenture Trustee as entitled to exercise the rights that comprise each financial asset credited to any Issuer Account and the Hedge Collateral Account.

(L) The Securities Intermediary shall not change the name or the account number of any Issuer Account or Hedge Collateral Account without the prior written consent of the Indenture Trustee (acting at the written direction of the Majority Noteholders).

(M) The Securities Intermediary shall not be a party to any agreement that is inconsistent with this Indenture, or that limits or conditions any of its obligations under this Indenture. The Securities Intermediary shall not take any action inconsistent with the provisions of this Indenture applicable to it.

(N) Each item of property credited to each Issuer Account and Hedge Collateral Account shall not be subject to, and the Securities Intermediary hereby waives, any security interest, lien, claim, encumbrance, or right of setoff in favor of the Securities Intermediary or anyone claiming through the Securities Intermediary (other than the Indenture Trustee).

(O) For purposes of Article 8 of the UCC, the jurisdiction of the Securities Intermediary with respect to the Collateral shall be the State of New York.

(P) It is the intent of the Indenture Trustee and the Issuer that each Issuer Account and Hedge Collateral Account shall be a securities account on behalf of the Indenture Trustee for the benefit of the Secured Parties and not an account of the Issuer.

(ii) The Manager shall have the power to instruct the Indenture Trustee in writing to make withdrawals and payments from the Issuer Accounts and Hedge Collateral Accounts for the purpose of permitting the Manager to carry out its respective duties under the Management Services Agreement or hereunder or permitting the Indenture Trustee to carry out its duties under the Indenture; provided, that the Indenture Trustee shall have no responsibility for monitoring the Manager's duties and shall rely exclusively on such written direction to determine if a withdrawal or payment should be made.

Section 8.3 Collection of Money. Except as otherwise expressly provided herein, the Indenture Trustee may demand payment or delivery of, and shall receive and collect, directly and without intervention or assistance of any fiscal agent or other intermediary, all money and other property payable to or receivable by the Indenture Trustee pursuant to this Indenture. The Indenture Trustee shall apply all such money received by it as provided in this Indenture. Except as otherwise expressly provided in this Indenture, if any default occurs in the making of any payment or performance under any agreement or instrument that is part of the Collateral, the Indenture Trustee may take such action as may be appropriate to enforce such payment or performance, including the institution and prosecution of appropriate Proceedings. Any such action shall be without prejudice to any right to claim a Default or Event of Default under this Indenture and any right to proceed thereafter as provided in Article V.

Section 8.4 Asset Disposition Proceeds.

(a) In the event that the Issuer or the Guarantor shall sell, transfer or otherwise dispose of any Assets in a Permitted Disposition or purchased by the Manager from the Issuer the Guarantor pursuant to Section 2(c)(iii) of the Management Services Agreement (i) a portion of such proceeds equal to the amount, if any, required to be paid by the Issuer pursuant to the termination, in whole or in part, of any Hedge Agreement in order to maintain compliance with Section 4.28 of this Indenture shall be deposited into the Collection Account and used for such purpose, and (ii) if, on a pro forma basis after giving effect to such sale, the repayment of the Notes and any required hedge termination payment with the remaining proceeds, the DSCR would be equal to or greater than 1.25 to 1.00, the Production Tracking Rate shall not be less than 80% and the LTV shall be equal to or less than 75% (the "Proceeds Retention Condition"), then the Issuer shall instruct the Paying Agent, on behalf of the Indenture Trustee, in writing to deposit the remaining proceeds (net of the amounts paid pursuant to subsection (i) above, together with any other applicable "net" amounts) ("Asset Disposition Proceeds") into the Asset Disposition Proceeds Account. In the event that the Proceeds Retention Condition is not satisfied, then the Issuer shall instruct the Paying Agent, on behalf of the Indenture Trustee, in writing (A) to redeem Notes with such proceeds up to the total amount of Asset Disposition Proceeds required to satisfy the Proceeds Retention Condition after giving effect to such redemption and (B) following such redemption of the Notes, to deposit any remaining net proceeds from such disposition into the Asset Proceeds Disposition Account. For the avoidance of doubt, any amounts deposited in the Asset Proceeds Disposition Account pursuant to the immediately preceding clause (B) shall constitute Asset Disposition Proceeds.

(b) During the Asset Purchase Period, the Issuer shall be permitted to acquire Additional Assets (to the extent such purchase satisfies the requirements under clause (c) of the definition of Permitted Dispositions). In the event of such a purchase of Additional Assets, the Issuer shall provide written direction to the Indenture Trustee to make payment of the purchase price to such Person no later than five (5) Business Days prior to such acquisition; provided, that the Issuer certifies to the Indenture Trustee that (i) no Warm Trigger Event, Material Manager Default, Rapid Amortization Event exists, no Default or Event of Default has occurred and is continuing, (ii) no selection procedures materially adverse to the Noteholders or any of the Hedge Counterparties were used in selecting such Additional Assets for purchase, (iii) the Proceeds Retention Condition shall be satisfied (each on a pro forma basis after giving effect to such contemplated purchase of Additional Assets, the repayment of the Notes or any required hedge termination payment, if any, with any remaining amounts), and (iv) the Rating Agency Condition shall have been satisfied with respect thereto.

(c) In the event that any Asset Disposition Proceeds on deposit in the Asset Disposition Proceeds Account are not applied to the purchase of Additional Assets by the Payment Determination Date of the Collection Period following 180 days subsequent to the end of the Collection Period in which such Asset Disposition Proceeds were deposited into the Asset Disposition Proceeds Account (the "Asset Purchase Period"), the Issuer, or Manager on its behalf, shall direct the Indenture Trustee to deposit such remaining amounts into the Collection Account; provided, however, that the Issuer, or Manager on its behalf, may, in its sole discretion, direct the Paying Agent on behalf of the Indenture Trustee to deposit such remaining amounts into the Collection Account prior to the end of the Asset Purchase Period. For the avoidance of doubt, during the Asset Purchase Period, to the extent any Asset Disposition Proceeds on deposit in the Asset Disposition Proceeds Account are not applied to the purchase of Additional Assets, the Issuer, or the Manager on its behalf, at any time during the Asset Purchase Period may, but at the end of the Asset Purchase Period shall direct any funds to redeem Notes such that after such redemption, the DSCR shall not be less than 1.30 to 1.00, the Production Tracking Rate shall not be less than 80%, the IO DSCR shall not be less than 2.00 to 1.00 and the LTV shall not be greater than 75% on a pro forma basis after giving effect to such sale or exchange and the application of the proceeds therefrom to the purchase of Additional Assets, the repayment of the Notes or any required hedge termination payment, if any; but in no event shall the aggregate principal amount of Notes so redeemed be less than the product of (i) 125% and (ii) 55% of the amount of Asset Disposition Proceeds not used to purchase Additional Assets, and any remaining amounts shall be deposited into the Collection Account and be deemed Available Funds for the next Payment Date.

Section 8.5 Asset Valuation.

(a) Reserve Reports. The Issuer will be required to deliver, or to cause the Manager to deliver, to the Indenture Trustee, the Back-up Manager and each Rating Agency an updated Reserve Report within ninety (90) days of the commencement of each calendar year (which report shall be audited or prepared by an independent petroleum engineer) and on June 30 of each year (which report shall be internally prepared by the Issuer); provided, that the Issuer must deliver an updated Reserve Report within forty-five (45) days of any Permitted Disposition or combination of related Permitted Dispositions of an aggregate amount of Assets exceeding 5% of the PV-10 of the Assets as of the Closing Date (it being understood that (i) such updated Reserve Report may be the same report as the most recently delivered Reserve Report, rolled forward by or under the supervision of the Chief Operating Officer (or similarly titled position) of the Manager and (ii) to the extent a Reserve Report with respect to a Permitted Disposition or combination of related Permitted Dispositions has been so delivered to the Indenture Trustee, the Back-up Manager and each Rating Agency, the foregoing shall not require the delivery of an additional Reserve Report upon additional related Permitted Dispositions unless and until the aggregate amount of such additional related Permitted Dispositions exceeds 5% of the PV-10 of the Assets as of the Closing Date) (and, following any fiscal year for which the P&A Expense Amount exceeds the P&A Reserve Trigger Amount, such updated Reserve Report shall include a separate schedule identifying the estimated net capital expenditures associated with plugging and abandonment liabilities with respect to the Wellbore Interests), and, to the extent the Issuer, or the Manager on the Issuer's behalf, in its discretion obtains an updated Reserve Report prior to any otherwise scheduled annually updated Reserve Report, the Issuer, or the Manager on the Issuer's behalf, will be required to deliver each such updated Reserve Report to such persons promptly upon its receipt thereof. The Reserve Report shall be prepared by or under the supervision of the Chief Operating Officer (or similarly titled position) of the Manager, who shall certify such Reserve Report to be true and accurate and to have been prepared in accordance with the procedures used in the immediately preceding Reserve Report (and, with respect to the first Reserve Report delivered by the Issuer under this Indenture, the Separation Agreement Reserve Report). With the delivery of each Reserve Report, the Issuer shall provide to the Indenture Trustee, the Back-up Manager and each Rating Agency a certificate from a Responsible Officer of the Manager certifying that in all material respects the information contained in the Reserve Report and any other information delivered in connection therewith is true and correct, the Issuer owns good and defensible title to the Assets evaluated in such Reserve Report, such Assets are free of all Liens except for Permitted Liens and that, to the extent there has been a change in the Net Revenue Interest or Working Interest, that change is identified in an exhibit to the certificate. With the delivery of each Reserve Report, the Issuer shall provide to the Indenture Trustee, the Back-up Manager and each Rating Agency a report that shows any change, set forth to the eighth decimal place, in the Net Revenue Interest relating to the prior year or Working Interest relating to the prior year with respect to any Well from the Net Revenue Interest or Working Interest provided in the previous Reserve Report, and except to the extent already included in a report under this Section 8.5. The Indenture Trustee shall promptly make any such Reserve Reports, certificates and other reports delivered pursuant to this Section 8.5 available to the Noteholders and the Hedge Counterparties by posting any such Reserve Reports, certificates or other reports delivered pursuant to this to its internet website referenced in hereof subject to the terms thereof.

Section 8.6 Distributions.

(i) Except as otherwise provided in clause (ii) below, on each Payment Date, the Issuer, or the Manager on the Issuer's behalf, shall instruct the Indenture Trustee in writing (based solely on the information contained in the Payment Date Report delivered on the related Payment Determination Date pursuant to this Section 8.6) to apply all Available Funds and all amounts in the Collection Account for payments of the following amounts in the following order of priority; *provided,* that, with respect to the Payment Dates on June 28, 2022 and May 28, 2039, amounts shall be applied from amounts deposited from the Liquidity Reserve Account into the Collection Account:

(A) (1) to the Indenture Trustee, the Indenture Trustee's (x) fees and any accrued and unpaid fees of the Indenture Trustee with respect to prior Payment Dates, plus (y) any Administrative Expenses owed to the Indenture Trustee; provided, that, in no event shall the cumulative aggregate amount paid to the Indenture Trustee pursuant to this clause (A)(1) exceed $150,000 in any calendar year (provided, that any amounts in excess of $150,000 which are unpaid pursuant to the cap herein or pursuant to Section 8.6(i)(J) shall remain due and owing to the Indenture Trustee and payable in the following year and each subsequent year thereafter until repaid in full); provided, however, that upon the occurrence and during the continuation of an Event of Default, no such cap shall apply, and (2) to the Back-up Manager, the Back-up Management Fee and any accrued and unpaid Back-up Management Fees or indemnity amounts with respect to prior Payment Dates, plus any Administrative Expenses payable to the Back-up Manager; provided, that, in no event shall the cumulative aggregate amount of payments paid pursuant to this clause (A)(2) exceed (i) $150,000 in any calendar year during which the Back-up Manager does not perform any Warm Back-up Management Duties or Hot Back-up Management Duties (provided, that any amounts in excess of $150,000 which are unpaid pursuant to the cap herein shall remain due and owing to the Back-up Manager and payable in the following year and each subsequent year thereafter until repaid in full), (ii) $550,000 in any calendar year during which the Back-up Manager performs Warm Back-up Management Duties (but not Hot Back-up Management Duties) (provided, that any amounts in excess of $550,000 which are unpaid pursuant to the cap herein shall remain due and owing to the Back-up Manager and payable in the following year and each subsequent year thereafter until repaid in full), and (iii) $1,000,000 in any calendar year during which the Back-up Manager performs Hot Back-up Management Duties (provided, that any amounts in excess of $1,000,000 which are unpaid pursuant to the cap herein shall remain due and owing to the Back-up Manager and payable in the following year and each subsequent year thereafter until repaid in full); provided, however, that in the event of a liquidation following an Event of Default, no such cap shall apply;

(B) to the Manager, the Administration Fee and any accrued and unpaid Administration Fees with respect to prior Payment Dates; provided, that, in no event shall the cumulative aggregate amount of Administration Fees paid pursuant to this clause (B) exceed $300,000 in any calendar year;

(C) *pro rata and pari passu*, (1) to the Hedge Counterparties, *pro rata*, any net payments (including partial termination payments arising from partial reductions in the notional amount under the related Hedge Agreement in order to maintain compliance with Section 4.28 of this Indenture) due and payable by the Issuer under the related Hedge Agreements, in each case, other than termination amounts, and (2) to the Noteholders, pro rata, based on the Note Interest due, the Note Interest for such Payment Date;

(D) to the Liquidity Reserve Account, the amount necessary to cause the balance in the Liquidity Reserve Account to equal the Liquidity Reserve Account Target Amount;

(E) *pro rata and pari passu*, (1) to the Noteholders, *pro rata*, based on the Outstanding Principal Balance, as payment of principal on the Notes, the Principal Distribution Amount with respect to such Payment Date, and (2) to the Hedge Counterparties, *pro rata*, any termination payments owed as a result of an event of default under Sections 5(a)(i) (Failure to Pay) or 5(a)(vii) (Bankruptcy), in each case where Issuer is the Defaulting Party (as defined therein) of the related Hedge Agreement;

(F) to the Noteholders, *pro rata*, based on the Outstanding Principal Balance, the Excess Amortization Amount (if any) with respect to such Payment Date where the Excess Allocation Percentage is 50%;

(G) *pro rata and pari passu* (1) to the Noteholders, *pro rata*, based on the Outstanding Principal Balance, the Excess Amortization Amount (if any) with respect to such Payment Date where the Excess Allocation Percentage is 100% and (2) to the Hedge Counterparties, *pro rata*, any termination amounts due and payable by the Issuer under the related Hedge Agreements but not paid in accordance with Clause (E) above;

(H) if a P&A Reserve Trigger has occurred with respect to the Issuer's prior fiscal year, to the P&A Reserve Account, the amount necessary to cause the balance in the P&A Reserve Account to equal the P&A Reserve Amount;

(I) to the Noteholders, any remaining amounts owed under the Basic Documents;

(J) to the Indenture Trustee and the Back-up Manager, any amounts owed but not paid in accordance with clause (A) above;

(K) to the Manager, any unpaid AFE Cover Amounts and any amounts owed but not paid in accordance with clause (B) above;

(L) to Diversified, any indemnity amount due and payable under the Separation Agreement; and

(M) to the Issuer, all remaining amounts, free and clear of the lien of the Indenture, any remaining Available Funds, free and clear of the lien of the Indenture; provided, that, during the continuance of any event or condition that, with notice, the lapse of time, or both, that does or would constitute a Rapid Amortization Event, a Warm Trigger Event, an Event of Default or a Material Manager Default, any remaining amounts shall remain on deposit in the Collection Account, the Liquidity Reserve Account or the P&A Reserve Account, as applicable, for application as Available Funds.

(ii) On each Payment Date (a) as of which the Notes have been accelerated as a result of an Event of Default, (b) on which a Redemption is scheduled to occur or (c) that is on or after the Final Scheduled Payment Date, in each case as specified solely in the Payment Date Report, Available Funds and all amounts in the Liquidity Reserve Account and the P&A Reserve Account shall be distributed by the Indenture Trustee in the following order and priority of payments:

(A) all payments required and in the order required by Section 8.6(i)(A) and (B), in each case without giving effect to the provisos stated therein;

(B) *pro rata and pari passu*, (1) to the Hedge Counterparties, *pro rata,* any net payments under the Hedge Agreement (other than any termination amounts) and (2) to the Noteholders, *pro rata*, based on the respective Note Interest due, Note Interest, any Applicable Premium or Change of Control Applicable Premium;

(C) *pro rata* and *pari passu*, (1) to the Noteholders, *pro rata*, the Outstanding Principal Balance, (2) without duplication, the applicable Redemption Price, and (3) to the Hedge Counterparties, *pro rata*, any amounts due and payable by the Issuer under the related Hedge Agreements (including any termination amounts and any other amounts due and payable by the Issuer thereunder);

(D) to the Noteholders, any remaining amounts owed under the Basic Documents;

(E) *pro rata* and *pari passu*, to the Indenture Trustee, the Back-up Manager and the Manager, any amounts owed but not paid in accordance with clause (A) above; and

(F) to the Issuer, all remaining amounts, free and clear of the lien of the Indenture.

(iii) On or prior to the close of business on each Payment Determination Date, the Manager shall calculate all amounts required to be withdrawn from the Issuer Accounts (as applicable) and distributed in accordance with the priority of payments under Section 8.6(i) and Section 8.6(ii) and shall provide such calculation to the Indenture Trustee as set forth in the Payment Date Report.

Section 8.7 Liquidity Reserve Account.

(a) On the Closing Date, the Issuer shall cause an amount not less than the Liquidity Reserve Account Initial Deposit to be deposited by the Indenture Trustee into the Liquidity Reserve Account.

(b) If the amount on deposit in the Liquidity Reserve Account on any Payment Date (after giving effect to all deposits thereto or withdrawals therefrom on such Payment Date) is greater than the Liquidity Reserve Account Target Amount for such Payment Date, the Manager shall instruct the Indenture Trustee to withdraw such amount from the Liquidity Reserve Account and apply it as Available Funds for such Payment Date as set forth in the Payment Date Report.

(c) Without duplication, in the event that the Available Funds for a Payment Date are not sufficient to make the full amount of the payments and deposits required pursuant to Sections 8.6(i)(A) through (C) on such Payment Date, the Manager shall instruct the Paying Agent on behalf of the Indenture Trustee to withdraw from the Liquidity Reserve Account on such Payment Date an amount equal to such shortfall, to the extent of funds available therein, and pay or deposit such amount according to the priorities set forth in Sections 8.6(i)(A) through (C). In addition, if Section 8.6(ii) applies, all amounts shall be withdrawn from the Liquidity Reserve Account and applied as provided in Section 8.6(ii), as set forth in the Payment Date Report.

(d) Following the payment in full of the aggregate Outstanding Amount of the Notes and of all other amounts owing or to be distributed hereunder to Noteholders and the Hedge Counterparties, any amount remaining on deposit in the Liquidity Reserve Account shall be distributed to the Issuer free and clear of the lien of this Indenture upon written direction to the Indenture Trustee by the Manager.

Section 8.8 Statements to Noteholders. On or prior to the close of business on each Payment Determination Date, the Issuer shall cause the Manager to provide to the Indenture Trustee for the Indenture Trustee to (x) post on its internet website pursuant to Section 6.6 of the Indenture or (y) provide to each Hedge Counterparty who does not then have access to such website pursuant to Section 6.6 hereof, a statement substantially in the form of Exhibit D hereto, setting forth at least the following information as to the Notes, to the extent applicable:

(a) the amount of Collections and Asset Disposition Proceeds, if any, received in the Collection Account with respect to the related Collection Period;

(b) confirmation of compliance with the terms of the Indenture and the other Basic Documents;

(c) other reports received or prepared by the Manager in respect of the Oil and Gas Portfolio and the Hedge Agreements, along with a summary of all Hedge Agreements in place, including volumes and percentage of production that is hedged, along with a calculation of the hedge ratio;

(d) the amount of Administrative Expenses, Direct Expenses and indemnity payments paid to each party or withheld by the Operator pursuant to the Joint Operating Agreement or the Manager pursuant to the Management Services Agreement during the most recent Collection Period;

(e) the amount of any fees and expenses paid to the Indenture Trustee, the Manager or the Back-up Manager with respect to the related Collection Period;

(f) if any, the amount of any payment (including breakage or termination payments) paid to the Hedge Counterparties with respect to the related Collection Period;

(g) the amount deposited in or withdrawn from the Liquidity Reserve Account on such Payment Determination Date, the amount on deposit in the Liquidity Reserve Account after giving effect to such deposit or withdrawal and the Liquidity Reserve Account Target Amount for such Payment Date;

(h) the amount deposited in or withdrawn from the P&A Reserve Account on such Payment Determination Date, the amount on deposit in the P&A Reserve Account after giving effect to such deposit or withdrawal and the P&A Reserve Account Target Amount for such Payment Date;

(i) the Outstanding Principal Amount, the Principal Distribution Amount and the Excess Amortization Amount (if any), with respect to such Payment Determination Date;

(j) the Note Interest, including any Subsequent Rate of Interest, with respect to such Payment Date;

(k) as of the Notification Date, confirmation as to whether a Subsequent Rate of Interest shall go into effect with, if applicable, a copy of the Satisfaction Notification;

(l) the Excess Allocation Percentage (if any) with respect to such Payment Date;

(m) the amount of the DSCR, the IO DSCR, the LTV, the Production Tracking Rate and the Securitized Net Cash Flow, in each case with respect to the related Collection Period

(n) the amounts on deposit in each Issuer Account as of the related Payment Determination Date;

(o) amounts due and owing and paid to the Noteholders under the Note Purchase Agreement and other Basic Documents;

(p) identification of any Assets repurchased by Diversified by Well number with respect to such Asset (as specified in the Schedule of Assets), to the extent applicable;

(q) listing of all Permitted Indebtedness outstanding as of such date;

(r) the amount of any Excess Funds and AFE Cover Amounts utilized to participate in AFE Operations during the related Collection Period;

(s) a listing of any Additional Assets acquired by the Issuer or the Guarantor;

(t) any reports regarding greenhouse gas or other carbon emissions associated with any Issuer Party's operations or the products, to the extent publicly disclosed by the Issuer or any of its Affiliates;

(u) the amount of Asset Disposition Proceeds deposited in the Asset Disposition Proceeds Account;

(v) on an annual basis, on the Payment Determination Date occurring in March such report shall include the aggregate P&A Expense Amount for the preceding year and the excess, if any, of the P&A Expense Amount in excess of the P&A Reserve Trigger Amount;

(w) on an annual basis such report shall include any change, set forth to the fourth decimal place, in the Net Revenue Interest or Working Interest with respect to any Well from the Net Revenue Interest or Working Interest reflected in the most recent Reserve Report, except to the extent already expressly identified in a report under this Section 8.8;

(x) reasonably detailed information regarding any Title Failure (as defined in the Separation Agreement) of which any Issuer Party has Knowledge and all documentation with respect to any actions, claims or Proceedings under the Separation Agreement;

(y) any material Environmental Liability of which Issuer, Operator, Manager or any Affiliate thereof obtained Knowledge since the most recent report delivered under this Section 8.8;

(z) the filing or commencement of, or the threat in writing of, any action, suit, investigation, arbitration or proceeding by or before any arbitrator or Governmental Body against Issuer, or any material adverse development in any action, suit, proceeding, investigation or arbitration (whether or not previously disclosed), that, in either case, if adversely determined, could reasonably be expected to result in liability in excess of $250,000;

(aa) a reasonably detailed description of any Permitted Dispositions; and

(bb) on the first Payment Determination Date where either Sustainability Performance Target has been met, a statement to that effect, together with copies of the confirmation from the External Verifier.

Deliveries pursuant to this Section 8.8 or any other Section of this Indenture may be delivered by electronic mail.

Section 8.9 Risk Retention Disclosure.

(a) Within thirty (30) calendar days following the Closing Date, the Indenture Trustee, based solely on information provided to it by Diversified, will make available to Noteholders and the Hedge Counterparties at its internet website set forth in Section 6.6 hereof, a statement with valuations prepared by Diversified, and furnished to the Indenture Trustee by Diversified in accordance with the terms hereof, that will set forth the following information:

(i) the fair value, expressed as a percentage of the fair value of all of the asset-backed securities issued by the Issuer on the Closing Date and by dollar amount, of the Risk Retained Interest retained by Diversified (or its majority-owned affiliate) as of the Closing Date, based on actual sale prices and finalized tranche sizes;

(ii) the fair value, expressed as a percentage of the fair value of all of the asset-backed securities issued by the Issuer on the Closing Date and by dollar amount, of the horizontal risk retention interest that Diversified is required to retain under the U.S. Credit Risk Retention Rules as of the Closing Date; and

(iii) in no event shall the Indenture Trustee have any responsibility to monitor compliance with or enforce compliance with U.S. Credit Risk Retention Rules or other rules or regulations relating to risk retention. The Indenture Trustee shall not be charged with knowledge of such rules, nor shall it be liable to any Noteholder or other party for violation of such rules now or hereinafter in effect.

Section 8.10 [*Reserved*].

Section 8.11 Original Documents. The Indenture Trustee agrees to hold any assignments of mortgage or deeds of trust that are part of the Collateral received by it. The Indenture Trustee shall keep such documents in its possession separate and apart from all other property that it is holding in its possession and from its own general assets. The Indenture Trustee shall keep records showing that it is holding such documents pursuant to this Indenture. Such documents shall be released by the Indenture Trustee to or at the direction of the Issuer upon the satisfaction and discharge of this Indenture.

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 9.1 Supplemental Indentures with Consent of Noteholders and Hedge Counterparties.

(a) The Issuer and the Indenture Trustee, when authorized by an Issuer Order, may, with the consent of the Majority Noteholders by Act of the Noteholders delivered to the Issuer and the Indenture Trustee, and with notice to each Hedge Counterparty (and the consent of any Hedge Counterparty if the rights of such Hedge Counterparty would be adversely affected in any material respect), and, to the extent the Notes are rated by any Rating Agency, written confirmation from such Rating Agency that no immediate withdrawal or reduction with respect to its then-current rating of any class of rated Notes will occur as a result, by Act of the Noteholders delivered to the Issuer and the Indenture Trustee, enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Indenture or of modifying in any manner the rights of the Holders of the Notes under this Indenture; provided, however, that no such supplemental indenture shall, without the consent of the Holder of each Outstanding Note affected thereby:

(i) change the Final Scheduled Payment Date or the date of payment of any installment of principal of or interest on any Note, or reduce the principal amount thereof, the Interest Rate thereon or the Applicable Premium or Change of Control Applicable Premium or Redemption Price or Change of Control Redemption Price, as applicable, with respect thereto, change the provisions of this Indenture relating to the application of collections on, or the proceeds of the sale of, the Collateral to payment of principal of or interest on the Notes, or change any place of payment where, or the coin or currency in which, any Note or the interest thereon is payable, or impair the right to institute suit for the enforcement of the provisions of this Indenture requiring the application of funds available therefor, as provided in Article V, to the payment of any such amount due on the Notes on or after the respective due dates thereof (or, in the case of redemption, on or after the Redemption Date);

(ii) reduce the percentage of the Outstanding Amount of the Notes, the consent of the Holders of which is required for any such supplemental indenture, or the consent of the Holders of which is required for any waiver of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences provided for in this Indenture;

(iii) modify or alter the provisions of the proviso to the definition of the term "Outstanding";

(iv) modify or alter the definitions of the terms "Available Funds," "Equity Contribution Cure," "Excess Allocation Percentage," "Excess Amortization Amount," "Excess Funds," "[***]," "Liquidity Reserve Account Target Amount," "Majority Noteholders," "Methane Emissions Performance Target," "P&A Reserve Amount," "Permitted Dispositions," "Permitted Liens," "Principal Distribution Amount," "Production Tracking Rate," "Rapid Amortization Event," "Redemption Price," "Reserve Report," "Scheduled Principal Distribution Amount," "Securitized Net Cash Flow," "Warm Trigger Event," "DSCR," "IO DSCR" or "LTV";

(v) reduce the percentage of the Outstanding Amount of the Notes required to direct the Indenture Trustee to direct the Issuer to sell or liquidate the Collateral pursuant to Section 5.4;

(vi) modify any provision of this Section 9.1 except to increase any percentage specified herein or to provide that certain additional provisions of this Indenture or the Basic Documents cannot be modified or waived without the consent of the Holder of each Outstanding Note affected thereby;

(vii) modify Section 8.6 or modify any of the provisions of this Indenture in such manner as to affect the calculation of the amount of any payment of interest or principal due on any Note on any Payment Date (including the calculation of any of the individual components of such calculation) or to affect the rights of the Holders of Notes to the benefit of any provisions for the optional or mandatory redemption of the Notes contained herein;

(viii) permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture with respect to any part of the Collateral or, except as otherwise permitted or contemplated herein, terminate the lien of this Indenture on any property at any time subject hereto or deprive the Holder of any Note of the security provided by the lien of this Indenture; or

(ix) except as provided in Section 5.4(a)(iv), liquidate the Assets when the proceeds of such sale would be insufficient to fully pay the Notes.

(b) The Indenture Trustee shall rely exclusively on an Officer's Certificate of the Issuer and an Opinion of Counsel to determine whether any such action would require the consent of the Majority Noteholders, the consent of all of the Noteholders or the consent of any Hedge Counterparty. The Indenture Trustee shall not be liable for reliance on such Officer's Certificate or Opinion of Counsel.

(c) Reserved.

(d) Promptly after the execution by the Issuer and the Indenture Trustee of any supplemental indenture pursuant to this Section 9.1, the Indenture Trustee shall transmit to the Holders of the Notes, the Hedge Counterparties, and each Rating Agency a notice (to be provided by the Issuer) setting forth in general terms the substance of such supplemental indenture and a copy of such supplemental indenture. Any failure of the Indenture Trustee to transmit such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

Section 9.2 Execution of Supplemental Indentures. In executing, or permitting the additional trusts created by, any supplemental indenture permitted by this Article IX or the modification thereby of the trusts created by this Indenture, the Indenture Trustee shall be provided with and, subject to Sections 6.1 and 6.2, shall be fully protected in relying upon, an Officer's Certificate of the Issuer and an Opinion of Counsel stating that the execution of such supplemental indenture (i) is authorized or permitted by this Indenture and that all conditions precedent under this Indenture for the execution of the supplemental indenture have been complied with, (ii) will not cause any Issuer Party to become a corporation or another entity taxable as a corporation for U.S. federal income tax purposes, and (iii) will not cause the Notes that were characterized as indebtedness at issuance to be treated as other than indebtedness for U.S. federal income tax purposes; provided, that the Opinion of Counsel described in clause (ii) and clause (iii) will be subject to the same conditions, exclusions and limitations as any Opinion of Counsel with respect to such matters given upon the issuance of the Notes. The Indenture Trustee may, but shall not be obligated to, enter into any such supplemental indenture that affects the Indenture Trustee's own rights, duties, liabilities or immunities under this Indenture or otherwise. The Indenture Trustee shall notify each Rating Agency of the execution of any Supplemental Indentures. The Issuer shall notify the Back-up Manager of any amendment to the Basic Documents that (x) modifies the duties of the Manager or Operator and (y) adversely affects or increases the duties of the Back-up Manager. No amendment to a Basic Document that adversely affects or increases the duties of the Back-up Manager will be effective without the consent of the Back-up Manager.

Section 9.3 Effect of Supplemental Indenture. Upon the execution of any supplemental indenture pursuant to the provisions hereof, this Indenture shall be and shall be deemed to be modified and amended in accordance therewith with respect to the Notes affected thereby, and the respective rights, limitations of rights, obligations, duties, liabilities and immunities under this Indenture of the Indenture Trustee, the Issuer, the Hedge Counterparties, and the Holders of the Notes shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 9.4 Reference in Notes to Supplemental Indentures. If the Issuer or the Indenture Trustee shall so determine, new Notes so modified as to conform, in the opinion of the Indenture Trustee and the Issuer, to any such supplemental indenture may be prepared and executed by the Issuer and authenticated and delivered by the Indenture Trustee in exchange for Outstanding Notes.

ARTICLE X

REDEMPTION OF NOTES

Section 10.1 Redemption.

(a) Subject to Section 10.1(b), the Outstanding Notes are subject to redemption in whole, but not in part, at the direction of the Issuer on the Redemption Date. If the Outstanding Notes, or some portion thereof, are to be redeemed pursuant to this Section 10.1(a), the Issuer shall furnish notice of such election to the Indenture Trustee not later than the close of business on the first (1st) Business Day of the month in which the Redemption Date occurs and the Issuer shall deposit by 10:00 A.M. New York City time on the Redemption Date with the Paying Agent in the Collection Account the Redemption Price of the Notes to be redeemed, whereupon all such Notes shall be due and payable on the Redemption Date upon the furnishing of a notice complying with Section 10.2 to each Holder of the Notes.

(b) Upon the occurrence of a Change of Control, the Outstanding Notes are subject to redemption in whole, but not in part, on the Redemption Date at the Change of Control Redemption Price. If the Outstanding Notes, or some portion thereof, are to be redeemed pursuant to this Section 10.1(b), the Issuer shall furnish notice of such election to the Indenture Trustee not later than the close of business on the ninetieth (90^{th}) day subsequent to the date on which the Change of Control occurs and the Issuer shall deposit by 10:00 A.M. New York City time on the Redemption Date with the Paying Agent in the Collection Account the Change of Control Redemption Price of the Notes to be redeemed, whereupon all such Notes shall be due and payable on the Redemption Date upon the furnishing of a notice complying with Section 10.2 to each Holder of the Notes.

Section 10.2 Form of Redemption Notice. Following receipt by the Indenture Trustee of the Issuer's notice of redemption in accordance with Section 10.1, such notice of redemption shall be posted to the Indenture Trustee's website for distributing information to the Noteholders and given by the Indenture Trustee by first-class mail, overnight mail, postage prepaid not later than thirty (30) days prior to the applicable Redemption Date to each Holder of Notes affected thereby and each Hedge Counterparty, as of the close of business on the Record Date preceding the applicable Redemption Date, at such Holder's address appearing in the Note Register. The Indenture Trustee shall provide a copy of such notice to each Rating Agency.

All notices of redemption shall state:

(a) the Redemption Date;

(b) the Redemption Price or Change of Control Redemption Price, as applicable; and

(c) the place where such Notes are to be surrendered for payment of the Redemption Price or Change of Control Redemption Price, as applicable (which shall be the office or agency of the Issuer to be maintained as provided in Section 4.2).

Notice of redemption of the Notes shall be given by the Indenture Trustee in the name and at the expense of the Issuer. Failure to give notice of redemption, or any defect therein, to any Holder of any Note shall not impair or affect the validity of the redemption of any other Note.

Section 10.3 Notes Payable on Redemption Date. The Notes or portions thereof to be redeemed shall, following notice of redemption as required by Section 10.2, on the Redemption Date become due and payable at the Redemption Price or Change of Control Redemption Price, as applicable, and (unless the Issuer shall default in the payment of the Redemption Price or Change of Control Redemption Price, as applicable) no interest shall accrue on the Redemption Price or Change of Control Redemption Price, as applicable, for any period after the date to which accrued interest is calculated for purposes of calculating the Redemption Price or Change of Control Redemption Price, as applicable. On or before such Redemption Date, Issuer shall cause the aggregate Redemption Price to be deposited to the Collection Account, and such amount shall be paid in accordance with Section 8.6(ii).

ARTICLE XI

SATISFACTION AND DISCHARGE

Section 11.1 Satisfaction and Discharge of Indenture With Respect to the Notes. This Indenture shall cease to be of further effect with respect to the Notes except as to (i) rights of registration of transfer and exchange, (ii) substitution of mutilated, destroyed, lost or stolen Notes, (iii) rights of Noteholders to receive payments of principal thereof and interest thereon plus all other amounts due under the Basic Documents, (iv) Sections 4.1, 4.2, 4.3, 4.4, 4.8, 4.11, 4.12, 4.14 and 4.18, (v) the rights, obligations and immunities of the Indenture Trustee hereunder (including the rights of the Indenture Trustee under Section 6.7 and the obligations of the Indenture Trustee under Section 11.2) and (vi) the rights of Noteholders as beneficiaries hereof with respect to the property so deposited with the Indenture Trustee payable to all or any of them, and the Indenture Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture with respect to the Notes, when:

(A) either:

(1) all Notes theretofore authenticated and delivered (other than (i) Notes that have been destroyed, lost or stolen and that have been replaced or paid as provided in Section 2.6 and (ii) Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust, as provided in Section 4.3) have been delivered to the Indenture Trustee for cancellation; or

(2) all Notes not theretofore delivered to the Indenture Trustee for cancellation:

(I) have become due and payable, or

(II) are to be called for redemption within one year under arrangements satisfactory to the Indenture Trustee for the giving of notice of redemption by the Indenture Trustee in the name, and at the expense, of the Issuer,

and the Issuer, in the case of (I) or (II) above, has irrevocably deposited or caused to be irrevocably deposited with the Indenture Trustee cash or direct obligations of or obligations guaranteed by the United States of America (which will mature prior to the date such amounts are payable), in trust for such purpose, in an amount sufficient to pay and discharge the entire indebtedness on such Notes not theretofore delivered to the Indenture Trustee for cancellation when due to the applicable Final Scheduled Payment Date or Redemption Date (if Notes shall have been called for redemption pursuant to Section 10.1), as the case may be;

(B) the Issuer has paid or caused to be paid all other sums payable by the Issuer hereunder; and

(C) the Issuer has delivered to the Indenture Trustee an Officer's Certificate, an Opinion of Counsel and, each meeting the applicable requirements of Section 12.1(a) and, subject to Section 12.2, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with.

Notwithstanding the foregoing, the foregoing satisfaction and discharge of the Indenture only applies to the Notes and the Noteholders subject to the terms in this Section 11. The Indenture shall not terminate and cease to be of further effect with respect to any of the Hedge Counterparties or any of the Hedge Agreements until and unless all of the Hedge Agreements have terminated and all payments thereunder, including the termination value, have been paid in full. At any time that the Notes are no longer outstanding, the Hedge Counterparties shall be entitled to exercise any rights and remedies set forth herein otherwise afforded to the Noteholders or Majority Noteholders.

Section 11.2 Application of Trust Money. All monies deposited with the Indenture Trustee pursuant to Section 11.1 hereof shall be held on behalf of the Noteholders and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent, as the Indenture Trustee may determine, (i) to the Holders of the particular Notes for the payment or redemption of which such monies have been deposited with the Indenture Trustee, of all sums due and to become due thereon for principal and interest plus all other amounts due under the Basic Documents and (ii) to the Hedge Counterparties, of all sums, if any, due or to become due to the applicable Hedge Counterparty under and in accordance with the Hedge Agreements; but such monies need not be segregated from other funds except to the extent required herein or in the Management Services Agreement or required by Law.

Section 11.3 Repayment of Monies Held by Paying Agent. In connection with the satisfaction and discharge of this Indenture with respect to the Notes, all monies then held by any Paying Agent other than the Indenture Trustee under the provisions of this Indenture with respect to such Notes shall, upon demand of the Issuer, be paid to the Indenture Trustee to be held and applied according to Section 4.3 and thereupon such Paying Agent shall be released from all further liability with respect to such monies.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Compliance Certificates and Opinions, etc.

(a) Upon any application or request by the Issuer to the Indenture Trustee to take any action under any provision of this Indenture, the Issuer shall furnish to the Indenture Trustee (i) an Officer's Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with, and (ii) an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with, except that, in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture, no additional certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(i) a statement that each signatory of such certificate or opinion has read or has caused to be read such covenant or condition and the definitions herein relating thereto;

(ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(iii) a statement that, in the opinion of each such signatory, such signatory has made such examination or investigation as is necessary to enable such signatory to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(iv) a statement as to whether, in the opinion of each such signatory, such condition or covenant has been complied with.

Section 12.2 Form of Documents Delivered to Indenture Trustee. In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

(a) Any certificate or opinion of an authorized officer of the Issuer may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which such officer's certificate or opinion is based are erroneous. Any such certificate of an authorized officer or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Manager or the Issuer, stating that the information with respect to such factual matters is in the possession of the Manager or the Issuer, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

(b) Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

(c) Whenever in this Indenture, in connection with any application or certificate or report to the Indenture Trustee, it is provided that the Issuer shall deliver any document as a condition of the granting of such application, or as evidence of the Issuer's compliance with any term hereof, it is intended that the truth and accuracy, at the time of the granting of such application or at the effective date of such certificate or report (as the case may be), of the facts and opinions stated in such document shall in such case be conditions precedent to the right of the Issuer to have such application granted or to the sufficiency of such certificate or report. The foregoing shall not, however, be construed to affect the Indenture Trustee's right to rely upon the truth and accuracy of any statement or opinion contained in any such document as provided in Article VI.

Section 12.3 Acts of Noteholders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Noteholders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Noteholders in person or by agents duly appointed in writing; and except as herein otherwise expressly provided such action shall become effective when such instrument or instruments are delivered to the Indenture Trustee and, where it is hereby expressly required, to the Issuer. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act of the Noteholders" signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Section 6.1) conclusive in favor of the Indenture Trustee and the Issuer, if made in the manner provided in this Section 12.3.

(b) The fact and date of the execution by any person of any such instrument or writing may be proved in any manner that the Indenture Trustee deems sufficient.

(c) The ownership of Notes shall be proved by the Note Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Notes shall bind the Holder of every Note issued upon the registration thereof or in exchange therefor or in lieu thereof, in respect of anything done, omitted or suffered to be done by the Indenture Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Note.

Section 12.4 Notices, etc., to Indenture Trustee and Issuer. Any request, demand, authorization, direction, notice, consent, waiver or act of Noteholders or Hedge Counterparties or other documents provided or permitted by this Indenture shall be in writing and if such request, demand, authorization, direction, notice, consent, waiver or act of Noteholders or the Hedge Counterparties is to be made upon, given or furnished to or filed with:

(i) the Indenture Trustee by any Noteholder, by the Issuer or by any Hedge Counterparty shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing (which may be made via e-mail transmission, pdf or overnight delivery) to or with a Responsible Officer of the Indenture Trustee at its Corporate Trust Office, or

(ii) the Issuer by the Indenture Trustee, by any Noteholder or by any Hedge Counterparty shall be sufficient for every purpose hereunder if in writing and sent by facsimile or email, in each case with a copy to follow via first-class mail, postage prepaid to the Issuer addressed to: Diversified ABS Phase V LLC, at 1600 Corporate Drive, Birmingham, Alabama 35242, facsimile: (205) 408-0870, email: legalnotice@dgoc.com, with copies (which shall not constitute notice) to (i) Benjamin M. Sullivan, 414 Summers Street, Charleston, West Virginia 25301, email: bsullivan@dgoc.com, and (ii) Latham & Watkins LLP, Attention: David J. Miller, at 301 Congress Avenue, Suite 900, Austin, Texas 78703, email: david.miller@lw.com, or, in each case, at any other address previously furnished in writing to the Indenture Trustee by the Issuer or the Manager. The Issuer shall promptly transmit any notice received by it from the Noteholders to the Indenture Trustee.

(iii) the Manager by the Indenture Trustee, by any Noteholder or by any Hedge Counterparty shall be sufficient for every purpose hereunder if in writing and sent by facsimile or email, in each case with a copy to follow via first-class mail, postage prepaid to the Issuer addressed to: Diversified Production LLC, at 1600 Corporate Drive, Birmingham, Alabama 35242, facsimile: (205) 408-0870, email: legalnotice@dgoc.com, with copies (which shall not constitute notice) to (i) Benjamin M. Sullivan, 414 Summers Street, Charleston, West Virginia 25301, email: bsullivan@dgoc.com, and (ii) Latham & Watkins LLP, Attention: David J. Miller, at 301 Congress Avenue, Suite 900, Austin, Texas 78703, email: david.miller@lw.com, or, in each case, at any other address previously furnished in writing to the Indenture Trustee by the Manager. The Manager shall promptly transmit any notice received by it from the Noteholders to the Indenture Trustee.

(iv) the Operator by the Indenture Trustee, by any Noteholder or by any Hedge Counterparty shall be sufficient for every purpose hereunder if in writing and sent by facsimile or email, in each case with a copy to follow via first-class mail, postage prepaid to the Issuer addressed to: Diversified Production LLC, at 1600 Corporate Drive, Birmingham, Alabama 35242, facsimile: (205) 408-0870, email: legalnotice@dgoc.com, with copies (which shall not constitute notice) to (i) Benjamin M. Sullivan, 414 Summers Street, Charleston, West Virginia 25301, email: bsullivan@dgoc.com, and (ii) Latham & Watkins LLP, Attention: David J. Miller, at 301 Congress Avenue, Suite 900, Austin, Texas 78703, email: david.miller@lw.com, or, in each case, at any other address previously furnished in writing to the Indenture Trustee by the Operator. The Operator shall promptly transmit any notice received by it from the Noteholders to the Indenture Trustee.

The Issuer's obligation to deliver or provide any demand, delivery, notice, communication or instruction to any Person shall be satisfied if such demand, delivery, notice, communication or instruction is posted to the Indenture Trustee's investor reporting website or such other website or distribution service or provider as the Issuer shall designate by written notice to the other parties; provided, however, that any demand, delivery, notice, communication or instruction to the Indenture Trustee shall be provided at its Corporate Trust Office in accordance with Section 12.4(i) hereof.

The Indenture Trustee shall promptly transmit (which may be via electronic mail) any material notice received by it from the Noteholders to the Issuer, the Manager and the Hedge Counterparties.

Section 12.5 Notices to Noteholders and Hedge Counterparties; Waiver.

(a) Where this Indenture provides for notice to Noteholders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if posted to the Indenture Trustee's investor reporting website, by electronic transmission or in writing and mailed, first-class, postage prepaid to each Noteholder affected by such event, at such Holder's address as it appears on the Note Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Noteholders is given by mail, neither the failure to mail such notice nor any defect in any notice so mailed to any particular Noteholder shall affect the sufficiency of such notice with respect to other Noteholders, and any notice that is mailed in the manner herein provided shall conclusively be presumed to have been duly given.

(b) Where this Indenture provides for notice to Hedge Counterparties of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if posted to the Indenture Trustee's investor reporting website, by electronic transmission or in writing and mailed, first-class, postage prepaid to each Hedge Counterparty affected by such event, at such Hedge Counterparty's address as it appears on the Hedge Counterparty Rights Agreement to which such Hedge Counterparty is a party, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Hedge Counterparties is given by mail, neither the failure to mail such notice nor any defect in any notice so mailed to any particular Hedge Counterparty shall affect the sufficiency of such notice with respect to other Hedge Counterparties, and any notice that is mailed in the manner herein provided shall conclusively be presumed to have been duly given.

(c) Where this Indenture provides for notice in any manner, such notice may be waived in writing by any Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice.

(d) In case, by reason of the suspension of regular mail service as a result of a strike, work stoppage or similar activity, it shall be impractical to mail notice of any event to Noteholders when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be satisfactory to the Indenture Trustee shall be deemed to be a sufficient giving of such notice.

Section 12.6 Alternate Payment and Notice Provisions. Notwithstanding any provision of this Indenture or any of the Notes to the contrary, the Issuer may enter into any agreement with any Holder of a Note providing for a method of payment, or notice by the Indenture Trustee or any Paying Agent to such Holder, that is different from the methods provided for in this Indenture for such payments or notices. The Issuer will furnish to the Indenture Trustee a copy of each such agreement and the Indenture Trustee will cause payments to be made and notices to be given in accordance with such agreements.

Section 12.7 Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 12.8 Successors and Assigns. All covenants and agreements in this Indenture and the Notes by the Issuer shall bind its successors and assigns, whether so expressed or not. All agreements of the Indenture Trustee in this Indenture shall bind its successors, co-trustees and agents.

Section 12.9 Severability. In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 12.10 Benefits of Indenture. Nothing in this Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, and the Noteholders, each Hedge Counterparty and any other party secured hereunder, and any other Person with an ownership interest in any part of the Collateral, any benefit or any legal or equitable right, remedy or claim under this Indenture. Each Hedge Counterparty shall be a third-party beneficiary to this Indenture, but only to the extent this it has any rights expressly specified herein. .

Section 12.11 Legal Holidays. In any case where the date on which any payment is due shall not be a Business Day, then (notwithstanding any other provision of the Notes or this Indenture) payment need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the date on which nominally due.

Section 12.12 GOVERNING LAW; CONSENT TO JURISDICTION. THIS INDENTURE SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY OTHERWISE APPLICABLE CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS; PROVIDED THAT ANY MATTERS THAT RELATE TO REAL PROPERTY SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE SUCH PROPERTY IS LOCATED. EACH PARTY TO THIS INDENTURE SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS INDENTURE, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE NON-EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, THE COURTS OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND APPELLATE COURTS FROM ANY THEREOF. EACH PARTY (a) CONSENTS TO SUBMIT ITSELF TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR SUCH ACTIONS OR PROCEEDINGS, (b) AGREES THAT IT WILL NOT ATTEMPT TO DENY OR DEFEAT SUCH PERSONAL JURISDICTION BY MOTION OR OTHER REQUEST FOR LEAVE FROM ANY SUCH COURT, AND (c) AGREES THAT IT WILL NOT BRING ANY SUCH ACTION OR PROCEEDING IN ANY COURT OTHER THAN SUCH COURTS. EACH PARTY ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE AND IRREVOCABLE JURISDICTION AND VENUE OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY NON-APPEALABLE JUDGMENT RENDERED THEREBY IN CONNECTION WITH SUCH ACTIONS OR PROCEEDINGS. A COPY OF ANY SERVICE OF PROCESS SERVED UPON THE PARTIES SHALL BE MAILED BY REGISTERED MAIL TO THE RESPECTIVE PARTY EXCEPT THAT, UNLESS OTHERWISE PROVIDED BY APPLICABLE LAW, ANY FAILURE TO MAIL SUCH COPY SHALL NOT AFFECT THE VALIDITY OF SERVICE OF PROCESS. IF ANY AGENT APPOINTED BY A PARTY REFUSES TO ACCEPT SERVICE, EACH PARTY AGREES THAT SERVICE UPON THE APPROPRIATE PARTY BY REGISTERED MAIL SHALL CONSTITUTE SUFFICIENT SERVICE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF A PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 12.13 Counterparts. This Indenture may be executed in any number of counterparts (including electronic PDF), each of which when so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Each of the parties hereto agrees that the transactions consisting of this Indenture and the other Basic Documents (other than the Notes) may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Indenture or any other Basic Document (other than the Notes) using an electronic signature, it is signing, adopting, and accepting this Indenture or such other Basic Document (other than the Notes) and that signing this Indenture or such other Basic Document (other than the Notes) using an electronic signature is the legal equivalent of having placed its handwritten signature on this Indenture or such other Basic Document (other than the Notes) on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Indenture and the other Basic Documents in a usable format.

Section 12.14 Recording of Indenture. If this Indenture is subject to recording in any appropriate public recording offices, such recording is to be effected by the Issuer and at its expense accompanied by an Opinion of Counsel to the effect that such recording is necessary either for the protection of the Noteholders, the Hedge Counterparties, or any other Person secured hereunder or for the enforcement of any right or remedy granted to the Indenture Trustee under this Indenture.

Section 12.15 No Petition. The Indenture Trustee, by entering into this Indenture, and each Noteholder, by accepting a Note, hereby covenant and agree that they will not at any time institute against the Issuer, or join in any institution against the Issuer of, any involuntary bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any United States federal or state bankruptcy or similar Law in connection with any obligations relating to the Notes, this Indenture or any of the Basic Documents.

Section 12.16 Inspection. The Issuer agrees that, on reasonable prior notice, it will permit any representative of the Indenture Trustee, during the Issuer's normal business hours, to examine all the books of account, records, reports and other papers of the Issuer, to make copies and extracts therefrom, to cause such books to be audited by Independent certified public accountants, and to discuss the Issuer's affairs, finances and accounts with the Issuer's officers, employees and Independent certified public accountants, all at such reasonable times and as often as may be reasonably requested. The Indenture Trustee shall, and shall cause its representatives to, hold in confidence all such information except to the extent disclosure may be required by Law (and all reasonable applications for confidential treatment are unavailing) and except to the extent that the Indenture Trustee may reasonably determine that such disclosure is consistent with its obligations hereunder.

Section 12.17 Waiver of Jury Trial. EACH OF THE ISSUER, EACH NOTEHOLDER AND THE INDENTURE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 12.18 Rating Agency Notice. In addition to the information and reports specifically required to be provided to each Rating Agency pursuant to the terms of this Indenture, the Issuer shall, or shall cause the Manager to, upon written request, provide to each Rating Agency all information or reports delivered to the Indenture Trustee hereunder and such additional information as each Rating Agency may from time to time reasonably request. Any Act of the Noteholders or other documents provided or permitted by this Indenture, to be made upon, given or furnished to, or filed with each Rating Agency shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided if in writing to the applicable Rating Agency Contact).

Section 12.19 Rule 17g-5 Information.

(a) The Issuer shall comply with its obligations under Rule 17g-5 promulgated under the Exchange Act ("Rule 17g-5"), if any, by its or its agent's posting on the website required to be maintained under Rule 17g-5 (the "17g-5 Website"), no later than the time such information is provided to a Rating Agency, all information that the Issuer or other parties on its behalf, including the Indenture Trustee and the Manager, provide to the Rating Agency for the purposes of determining the initial credit rating of the Notes or undertaking credit rating surveillance of the Notes (the "17g-5 Information"); provided, that following the Closing Date, no party other than the Issuer, the Indenture Trustee or the Manager may provide information to a Rating Agency on the Issuer's behalf without the prior written consent of the Issuer.

(b) To the extent that the Issuer is required to comply with Rule 17g-5, if any of the Issuer, the Indenture Trustee or the Manager is required to provide any information to, or communicate with, a Rating Agency in writing in accordance with its obligations under this Indenture or any other Basic Document, the Issuer, or the Manager, as applicable (or their respective representatives or advisers), shall promptly post, or cause to be posted, such information or communication to the 17g-5 Website. The Indenture Trustee will provide any information given to the Rating Agency to the Issuer and the Manager simultaneously with giving such information to the Rating Agency.

(c) To the extent that the Issuer is required to comply with Rule 17g-5 and to the extent any of the Issuer, the Indenture Trustee or the Manager are engaged in oral communications with the Rating Agency, for the purposes of determining an initial credit rating of the Notes or undertaking credit rating surveillance of the Notes, the party communicating with the Rating Agency shall cause such oral communication to either be (x) recorded and an audio file containing the recording to be promptly posted to the 17g-5 Website or (y) summarized in writing and the summary to be promptly posted to the 17g-5 Website (or with respect to the Indenture Trustee, in the case of either (x) or (y), delivered to the Issuer and the Manager for posting on the 17g-5 Website).

(d) To the extent that the Issuer is required to comply with Rule 17g-5, all information to be made available to a Rating Agency hereunder shall be made available on the 17g-5 Website. In the event that any information is delivered or posted in error, the Issuer may remove it, or cause it to be removed, from the 17g-5 Website, and shall so remove promptly when instructed to do so by the Person that delivered such information. None of the Indenture Trustee, the Manager or the Issuer shall have obtained or shall be deemed to have obtained actual knowledge of any information solely due to receipt and posting to the 17g-5 Website. Access will be provided to any NRSRO upon receipt by the Issuer of an NRSRO certification from such NRSRO (which may be submitted electronically via the 17g-5 Website).

(e) Notwithstanding the requirements herein, the Indenture Trustee shall have no obligation to engage in or respond to any oral communications, for the purposes of determining an initial credit rating of the Notes or undertaking credit rating surveillance of the Notes, with a Rating Agency or any of its respective officers, directors or employees.

(f) The Indenture Trustee shall not be responsible for determining compliance with 17g-5, maintaining the 17g-5 Website, posting any 17g-5 Information to the 17g-5 Website or assuring that the 17g-5 Website complies with the requirements of this Indenture, Rule 17g-5, or any other Law or regulation. In no event shall the Indenture Trustee be deemed to make any representation in respect of the content of the 17g-5 Website or compliance of the 17g-5 Website with this Indenture, Rule 17g-5, or any other Law or regulation.

(g) The Indenture Trustee shall not be responsible or liable for the dissemination of any identification numbers or passwords for the 17g-5 Website, including by the Issuer, the Rating Agency, any NRSRO, any of their agents or any other party. The Indenture Trustee shall not be liable for the use of any information posted on the 17g-5 Website, whether by the Issuer, the Rating Agency, any NRSRO or any other third party that may gain access to the 17g-5 Website or the information posted thereon.

(h) Notwithstanding anything herein to the contrary, the maintenance by a third-party service provider of the 17g-5 Website shall be deemed as compliance by or on behalf of the Issuer with Rule 17g-5 or any other Law or regulation related thereto.

ARTICLE XIII

NOTE GUARANTEES

Section 13.1 Note Guarantees.

(a) The Guarantor, hereby unconditionally and irrevocably guarantees the Notes, Hedge Agreements and the Obligations hereunder and thereunder, and guarantees to each Holder of a Note authenticated and delivered by the Indenture Trustee and to the Indenture Trustee on behalf of such Holder, that:

(i) the principal of and premium, if any and interest on the Notes shall be paid in full when due, whether at the Legal Final Maturity Date, by acceleration or otherwise (including, without limitation, the amount that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code), together with interest on the overdue principal, if any, and interest on any overdue interest, to the extent lawful, and all other obligations of the Issuer to the Holders or the Indenture Trustee hereunder or thereunder shall be paid in full or performed, all in accordance with the terms hereof and thereof; and

(ii) in case of any extension of time of payment or renewal of any Notes or of any such other Obligations, the same shall be paid in full when due or performed in accordance with the terms of the extension or renewal, whether at the Legal Final Maturity Date, by acceleration or otherwise.

The obligations of the Guarantor are direct, independent and primary obligations of the Guarantor and are irrevocable, absolute, unconditional, and continuing obligations and are not conditioned in any way upon the institution of suit or the taking of any other action, the pursuit of any remedies or any attempt to enforce performance of or compliance with the Obligations by the Issuer and the Guarantor, and their respective successors, transferees or assigns, and shall constitute a guaranty of payment and performance and not of collection, binding upon the Guarantor and its successors and assigns and irrevocable without regard to the validity, legality or enforceability of this Indenture or any other Basic Document, or the lack of power or authority of the Issuer or the Guarantor to enter into this Indenture or any other Basic Document, or any substitution, release or exchange of any other guaranty or any other security for any of the Obligations or any other circumstance whatsoever (other than payment) that might otherwise constitute a legal or equitable discharge of a surety or guarantor, and shall not be subject to any right of set off, recoupment or counterclaim and are in no way conditioned or contingent upon any attempt to collect from the Issuer, the Guarantor or any other entity or to perfect or enforce any security or upon any other condition or contingency or upon any other action, occurrence, or circumstance whatsoever.

Without limiting the generality of the foregoing, the Guarantor shall not have any right to terminate this guaranty, or to be released, relieved or discharged from its obligations hereunder except as provided in Section 11.1 hereof, and such obligations shall not be affected, diminished, modified or impaired for any reason whatsoever, including, without limitation, (i) the change, modification or amendment of any obligation, duty, guarantee, warranty, responsibility, covenant or agreement set forth in this Indenture, the granting of any extension of time for payment to the Issuer or any other surety, or any extension or renewal of the Issuer's obligations under this Indenture, (ii) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of any of the Issuer's or the Guarantor's assets, the receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization of or similar proceedings affecting the Issuer or the Guarantor or any of the assets of the Issuer or the Guarantor, (iii) any furnishing or acceptance of additional security or any exchange, surrender, substitution or release of any security, (iv) any waiver, consent or other action or inaction or any exercise or non-exercise of any right, remedy or power with respect to the Obligations or this Indenture, (v) any merger or consolidation of the Issuer or the Guarantor into or with any other person or entity, the Issuer's loss of its separate corporate identity or its ceasing to be an affiliate of the Guarantor, or (vi) the failure to give notice to the Guarantor of the occurrence of a default under the terms and provisions of this Indenture.

(b) The Guarantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have now, or in the future, under law or in equity, to: (i) the notice of any waiver or extension granted to the Issuer; (ii) all notices which may be required by applicable statute, rule of law or otherwise to preserve any of the rights of the Noteholders against the Issuer, the Guarantor or any other person; (iii) require either that an action be brought against the Issuer or any other person or entity as a condition to proceeding against the Guarantor, or to require that action be first taken against any security given by the Issuer or the Guarantor; (iv) notice of (a) any Noteholder's acceptance and reliance on this guaranty, (b) default or demand in the case of default, provided such notice or demand has been given to or made upon the Issuer or the Guarantor, and (c) any extensions or consents granted to the Issuer, the Guarantor or any other surety; (v) promptness, diligence, presentment, demand of payment or enforcement and any other notice with respect to any of the Obligations and this guaranty; (vi) require any election of remedies; (vii) require the marshalling of assets or the resort to any other security; (viii) except as otherwise expressly provided herein, claim any other defense, contingency, circumstance or matter which might constitute a legal or equitable discharge of a surety or guarantor; (ix) any defense based on or arising out of the voluntary or involuntary bankruptcy, insolvency, liquidation, dissolution, receivership, or other similar proceeding affecting the Issuer; or (x) any defense related to the addition, substitution or partial or entire release of any guarantor, maker or other party (including the Issuer and the Guarantor) primarily or secondarily liable or responsible for the performance and observance of any of the terms set forth in this Indenture and the other Basic Documents or by any extension, waiver, amendment or action whatsoever which may release a guarantor (other than performance).

(c) If any Noteholder or the Indenture Trustee is required by any court or otherwise to return to the Issuer or the Guarantor, or any custodian, trustee, liquidator or other similar official acting in relation to the Issuer or the Guarantor, any amount paid by any of them to the Indenture Trustee or such Noteholder, the Note Guarantee of the Guarantor, to the extent theretofore discharged, shall be reinstated in full force and effect. This paragraph (c) shall remain effective notwithstanding any contrary action which may be taken by the Indenture Trustee or any Noteholder in reliance upon such amount required to be returned. This paragraph (c) shall survive the termination of this Indenture.

(d) The Guarantor further agrees that, as between the Guarantor, on the one hand, and the Holders and the Indenture Trustee, on the other hand, (x) the maturity of the Obligations guaranteed hereby may be accelerated as provided in Article V hereof for the purposes of the Note Guarantee of the Guarantor, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Obligations guaranteed hereby, and (y) in the event of any acceleration of such Obligations as provided in Article V hereof, such Obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantor for the purpose of the Note Guarantee of the Guarantor.

Section 13.2 Severability. In case any provision of any Note Guarantee shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13.3 Limitation of Liability.

(a) No Fraudulent Conveyance. The Guarantor, and, by its acceptance hereof, each Holder confirms that it is the intention of all such parties that the Note Guarantee of such Guarantor shall not constitute a fraudulent transfer or conveyance for purposes of the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law or the provisions of its local law relating to fraudulent transfer or conveyance. To effectuate the foregoing intention, the Indenture Trustee, the Holders and the Guarantor hereby irrevocably agree that the obligations of the Guarantor under its Note Guarantee shall be limited to the maximum amount that will not, after giving effect to all other contingent and fixed liabilities of such Guarantor and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Note Guarantee, result in the obligations of such Guarantor under its Note Guarantee constituting a fraudulent transfer or conveyance.

(b) No Personal Liability. No member, manager, employee, officer, or organizer, as such, past, present or future of the Guarantor shall have any liability under this Note Guarantee by reason of his/her or its status as such member, manager, employee, officer, or organizer.

Section 13.4 Release of Note Guarantee. A Note Guarantee by the Guarantor will be automatically and unconditionally released upon the discharge of this Indenture in accordance with Section 11.1 and satisfaction in full of the obligations of the Issuer hereunder.

Section 13.5 Benefits Acknowledged. The Guarantor acknowledges that it will receive direct and indirect benefits from the transactions contemplated by the Transaction Agreements and that its guarantee and waivers pursuant to its Note Guarantee are knowingly made in contemplation of such benefits.

[Remainder page intentionally left blank]

IN WITNESS WHEREOF, the issuer and the Indenture Trustee have caused this Indenture to be duly executed by their respective officers, therto duly authorized, all as of the day and year first above written.

DIVERSIFIED ABS PHASE V LLC

By: /s/ Benjamin Sullivan
Name: Benjamin Sullivan
Title: Executive Vice President, Secretary and General Counsel

DIVERSIFIED ABS V UPSTREAM LLC

By: /s/ Benjamin Sullivan
Name: Benjamin Sullivan
Title: Executive Vice President, Secretary and General Counsel

[Signature Page to Indenture]

UMB BANK, N.A., not in its individual capacity but solely as Indenture Trustee

By: /s/ Michele Voon
Name: Michele Voon
Title: Vice President

UMB BANK, N.A., as Securities Intermediary

By: /s/ Michele Voon
Name: Michele Voon
Title: Vice President

[Signature Page to Indenture]

SCHEDULE A

Schedule of Assets

[**Omitted**]

SCHEDULE B

Scheduled Principal Distribution Amounts

[**Omitted**]

SCHEDULE 3.3

Schedule of Legal Proceedings and Orders

[**Omitted**]

SCHEDULE 3.4(b)

Schedule of Compliance with Laws and Governmental Authorizations

[**Omitted**]

SCHEDULE 3.9

Schedule of Employee Benefit Plans

[**Omitted**]

EXHIBIT A

FORM OF NOTE

[**Omitted**]

EXHIBIT B

FORM OF TRANSFEROR CERTIFICATE

[**Omitted**]

EXHIBIT C

FORM OF INVESTMENT LETTER

[**Omitted**]

EXHIBIT D

FORM OF STATEMENT TO NOTEHOLDERS

[**Omitted**]

APPENDIX A

PART I - DEFINITIONS

All terms used in this Appendix shall have the defined meanings set forth in this Part I when used in the Basic Documents, unless otherwise defined therein.

"17g-5 Information" has the meaning specified in Section 12.19(a) of the Indenture.

"17g-5 Website" has the meaning specified in Section 12.19(a) of the Indenture.

"ABS I Trustee" means UMB Bank, N.A. as indenture trustee under the indenture dated as of November 13, 2019 between Diversified ABS LLC and UMB Bank, N.A.

"ABS II Trustee" means UMB Bank, N.A. as indenture trustee under the indenture dated as of April 9, 2020 between Diversified ABS Phase II LLC and UMB Bank, N.A.

"ABS III Trustee" means UMB Bank, N.A. as indenture trustee under the indenture dated as of February 4, 2022 between Diversified ABS Phase III LLC, Diversified ABS Phase III Midstream LLC, Diversified ABS III Upstream LLC and UMB Bank, N.A.

"ABS IV Trustee" means UMB Bank, N.A. as indenture trustee under the indenture dated as of February 23, 2022, between Diversified ABS Phase IV LLC and UMB Bank, N.A.

"ABS Operating Agreement" means the Operating Agreement of Diversified ABS Phase V LLC, dated as of May 10, 2022, as the same may be amended and supplemented from time to time.

"Act of the Noteholders" has the meaning specified in Section 12.3(a) of the Indenture.

"Additional Assets" means additional assets (that are upstream assets similar to the Wellbore Interests, including being located in the Appalachian Basin) purchased and acquired by the Issuer (or any Subsidiary thereof) from any Person (including, for the avoidance of doubt, Diversified) for a mutually-agreeable purchase price substantially equivalent to the fair market value of such assets pursuant to an executed asset purchase agreement with representations, warranties and indemnification obligations of Diversified substantially the same as those in the Separation Agreement; provided that the terms of such asset purchase agreement are on the whole not materially less favorable than those that would be reasonably expected to be available from third parties on an arm's-length basis, as determined in good faith by the Issuer.

"Administration Fees" has the meaning specified in the Management Services Agreement as of the Closing Date.

"Administrative Expenses" means, for any Payment Date, the expenses of the Issuer consisting of out-of-pocket expenses and indemnification amounts payable or reimbursable to the Indenture Trustee, the Manager, the Back-up Manager and, to the extent that the Notes are rated by a Rating Agency, any such Rating Agency, and any third-party service provider hired by or on behalf of the Issuer (including, without limitation, amounts payable to any Observer and insurance premiums related to the Collateral), but not including any fees payable or expenses reimbursable to any third party in relation to the operation of the Oil and Gas Portfolio.

"AFE Cover Amounts" has the meaning specified in the Management Services Agreement.

"AFE Operations" has the meaning specified in the Management Services Agreement.

"Affiliate" means, with respect to any specified Person, any other Person controlling or controlled by or under common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Agency Agreement" means the Gas Sales, Asset Management and Marketing Agreement, dated as of the Closing Date, by and between the Issuer and Diversified Marketing.

"Annual Determination Date" means the Payment Determination Date in the month of May.

"Anti-Corruption Laws" means any Law or regulation in a U.S. or any non-U.S. jurisdiction regarding bribery or any other corrupt activity, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010.

"Anti-Money Laundering Laws" means any Law or regulation in a U.S. or any non-U.S. jurisdiction regarding money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes, including the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act) and the USA PATRIOT Act.

"Applicable Premium" means with respect to a Note at any time, as determined by the Issuer, the excess of:

(a) the present value at such time of (i) 100% of the principal amount of the Note, plus (ii) all required interest payments due on the Note through the Payment Date occurring in May 2026 (excluding accrued but unpaid interest to the Redemption Date), whether at the Interest Rate or at the Subsequent Rate of Interest (if applicable) pursuant to Section 2.8(f) of the Indenture, computed using a discount rate equal to the Treasury Rate as of such time, plus (iii) 50 basis points discounted to the redemption date on a semi-annual basis (assuming a 360 day year consisting of twelve 30 day months), over

(b) the then Outstanding Principal Balance of such Note.

"Asset Disposition Proceeds" has the meaning specified in Section 8.4(a) of the Indenture.

"Asset Disposition Proceeds Account" means the account designated as such, established and maintained pursuant to Section 8.2(b) of the Indenture.

"Asset Purchase Period" has the meaning specified in Section 8.4(c) of the Indenture.

"Asset Vesting Documents" means, in respect of the Wellbore Interests and related Additional Assets, each of the Separation Agreement, the Plan of Division, and the Statement of Division.

"Assets" means the Wellbore Interests and any Additional Assets, collectively.

"Available Funds" means, with respect to any Payment Date, the sum of the following amounts, without duplication, with respect to the Assets in respect of the Collection Period preceding such Payment Date: (a) all Collections received and deposited into and available for withdrawal from the Collection Account prior to the applicable Payment Determination Date relating to production in the calendar month that is two months or more prior to the Collection Period and adjustments relating to prior Collection Periods, (b) amounts on deposit in the Liquidity Reserve Account after giving effect to all other deposits and withdrawals thereto or therefrom on the Payment Date relating to such Collection Period in excess of the Liquidity Reserve Account Target Amount, (c) amounts transferred from the P&A Reserve Account to the Collection Account on such Payment Date pursuant to Section 8.2(e) of the Indenture, (d) Investment Earnings for the related Payment Date, (e) all amounts received by the Indenture Trustee pursuant to Article V of the Indenture, (f) the net amount, if any, paid to the Issuer under the Hedge Agreements, and (g) the amount of any Equity Contribution Cure.

"Back-up Management Agreement" means the Back-up Management Agreement, dated as of the Closing Date, among the Issuer, the Manager, the Indenture Trustee and the Back-up Manager.

"Back-up Management Fee" means the fee payable to the Back-up Manager for services rendered during each Collection Period, determined pursuant to Section 4.1 of the Back-up Management Agreement.

"Back-up Manager" means AlixPartners, LLP, in its capacity as back-up manager under the Back-up Management Agreement, and any successor thereunder.

"Basic Documents" means the Indenture, each Joint Operating Agreement, the Separation Agreement, the DABS V Upstream Operating Agreement, the Notes, the Management Services Agreement, the Back-up Management Agreement, the Note Purchase Agreement, the Pledge Agreement, the Plan of Division, the Statement of Division, the Hedge Agreements, the Agency Agreement, the ABS Operating Agreement, the Holdings Operating Agreement, the Novation Agreements, the Intercreditor Acknowledgment, the Settlement Agreement, each Mortgage, each Escrow Agreement and other documents and certificates delivered in connection with any of the foregoing.

"Beneficial Owner" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"Blocked Person" means (a) a Person whose name appears on the list of Specially Designated Nationals and Blocked Persons published by OFAC, (b) a Person, entity, organization, country or regime that is blocked or a target of sanctions that have been imposed under U.S. Economic Sanctions Laws, or (c) a Person that is an agent, department or instrumentality of, or is otherwise beneficially owned by, controlled by or acting on behalf of, directly or indirectly, any Person, entity, organization, country or regime described in clause (a) or (b).

"Book-Entry Notes" means a note registered in the name of the Depository or its nominee, ownership of which is reflected on the books of the Depository or on the books of a Person maintaining an account with such Depository (directly or as an indirect participant in accordance with the rules of such Depository); provided, that after the occurrence of a condition whereupon Definitive Notes are to be issued to Noteholders, such Book-Entry Notes shall no longer be "Book-Entry Notes".

"Burden" shall mean any and all royalties (including lessors' royalties and non-participating royalties), overriding royalties, reversionary interests, net profits interests, production payments and other burdens upon, measured by or payable out of production.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions or trust companies in the State of New York or the state in which the Corporate Trust Office of the Indenture Trustee is located and are required or authorized by Law, regulation or executive order to be closed.

"Capital Lease" means, at any time, a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with GAAP.

"Change of Control" means the occurrence of any of the following:

(a) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of Diversified Energy Company Plc and its direct and indirect subsidiaries taken as a whole, to any Person (including any "person" as that term is used in Section 13(d)(3) of the Exchange Act) other than a Qualifying Owner;

(b) the adoption of a plan relating to the liquidation or dissolution of Diversified Energy Company Plc;

(c) the consummation of any transaction (including, without limitation, any merger or consolidation), the result of which is that (A) any Person (including any "person" (as defined above)), excluding the Qualifying Owners, becomes the beneficial owner (as that term is used in Rule 13d-3 and Rule 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the Voting Stock of Diversified Energy Company Plc, measured by voting power rather than number of shares, units or the like and (B) two (2) or more of the members of the Management Team as of immediately prior to the consummation of such transaction resign or are removed from their respective position; or

(d) the occurrence of any event or series of events that results in Manager ceasing to be Controlled by Diversified Energy Company Plc.

Notwithstanding the preceding, a conversion of Diversified Energy Company Plc or any of its direct or indirect wholly-owned subsidiaries from a limited partnership, corporation, limited liability company or other form of entity to a limited liability company, corporation, limited partnership or other form of entity (including by way of merger, consolidation, amalgamation or liquidation) or an exchange of all of the outstanding capital stock in one form of entity for capital stock in another form of entity or the transfer or redomestication of Diversified Energy Company Plc to or in another jurisdiction shall not constitute a Change of Control, so long as following such conversion, exchange, transfer or redomestication the "persons" (as that term is used in Section 13(d)(3) of the Exchange Act) who beneficially owned the capital stock of Diversified Energy Company Plc immediately prior to such transactions, together with Qualifying Owners, beneficially own in the aggregate more than 50% of the Voting Stock of such entity, or beneficially own sufficient capital stock in such entity to elect a majority of its directors, managers, trustees or other persons serving in a similar capacity for such entity or its general partner, as applicable, and, in either case no "person" (other than a Qualifying Owner) beneficially owns more than 50% of the Voting Stock of such entity or its general partner, as applicable. References to Diversified Energy Company Plc in the foregoing clauses (i) - (iv) shall also refer to the surviving entity after giving effect to such conversion, exchange, transfer or redomestication.

"Change of Control Applicable Premium" means with respect to a Note at any time, as determined by the Issuer, the excess of:

(a) the present value at such time of (i) 100% of the principal amount of the Note, plus (ii) all required interest payments due on the Note through the Payment Date occurring in May 2026 (excluding accrued but unpaid interest to the Redemption Date), whether at the Interest Rate or at the Subsequent Rate of Interest (if applicable) pursuant to Section 2.8(f) of the Indenture, computed using a discount rate equal to the Treasury Rate as of such time, plus (iii) 100 basis points discounted to the redemption date on a semi-annual basis (assuming a 360 day year consisting of twelve 30 day months), over

(b) the then Outstanding Principal Balance of such Note.

"Change of Control Redemption Price" means, with respect to any redemption of Notes pursuant to Section 10.1(b) of the Indenture, (i) prior to the Payment Date occurring in May 2026 an amount equal to 100% of the principal amount thereof, plus the Change of Control Applicable Premium, plus accrued and unpaid interest, if any, to, but not including, the Change of Control Redemption Date, and (ii) on or after the Payment Date occurring in May 2026 an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the Redemption Date.

"Class A-1 Notes" or "Definitive Notes" means definitive, fully registered 5.78% Class A-1 Notes, substantially in the form of Exhibit A to the Indenture.

"Class A-2 Notes" or "Global Notes" means, individually and collective, each of the 5.78% Class A-2 Notes, deposited with or on behalf of and registered in the name of the Depository or its nominee substantially in the form of Exhibit A to the Indenture.

"Closing Date" or "Closing" shall mean May 27, 2022.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and Treasury Regulations promulgated thereunder.

"Collateral" has the meaning specified in the Granting Clause of the Indenture.

"Collection Account" means the account designated as such, established and maintained pursuant to Section 8.2(a) of the Indenture.

"Collection Period" means, with respect to any Payment Date, the period from and including the first day of the calendar month immediately preceding the calendar month in which such Payment Date occurs (or with respect to the Initial Payment Date, from but excluding the Cutoff Date) to and including the last day of the calendar month immediately preceding the calendar month in which such Payment Date occurs. Any amount stated as of the last day of a Collection Period shall give effect to the following applications as determined as of the close of business on such last day: (1) all applications of Collections and (2) all distributions to be made on the related Payment Date.

"Collections" shall mean all amounts paid to the Issuer, the Guarantor, the Manager (solely in its capacity as such) or the Back-up Manager from whatever source on or with respect to the Assets and all amounts paid to Operator from whatever source with respect to the Assets (subject in all respects to the expense and reimbursement provisions of the Joint Operating Agreement).

"Commission" means the U.S. Securities and Exchange Commission.

"Consents" means any approval, consent, ratification, waiver or other authorization from any Person that is required to be obtained in connection with the Contemplated Transaction or the execution or delivery of the Basic Documents.

"Contemplated Transactions" means (i) all of the transactions contemplated by the Basic Documents, including: (a) the formation of the Guarantor pursuant to the Separation Agreement and the vesting of the Wellbore Interests in the Guarantor by operation of law; (b) the formation of the Guarantor pursuant to the DABS V Upstream Operating Agreement (b) the execution, delivery, and performance of all instruments and documents required under the Asset Vesting Documents; (c) the entering into the Basic Documents by the Diversified Parties and the performance by the Diversified Parties of their respective covenants and obligations under the Basic Documents; and (d) the Issuer's and the Guarantor's acquisition, ownership, and exercise of control over the Assets from and after Closing; and (ii) the Manager's management of the Issuer and the Guarantor contemplated by the Management Services Agreement.

"Contract" means any agreements and contracts (including joint operating agreements) to which the Issuer or the Guarantor is a party.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; and the terms "Controlled" and "Controlling" shall have meanings correlative to the foregoing.

"Controlled Entity" means (a) any of the Issuer's, Diversified Holdings' and the Guarantor's respective Controlled Affiliates and (b) Diversified and its Controlled Affiliates.

"Corporate Trust Office" means the principal office of the Indenture Trustee at which at any particular time the Indenture shall be administered, which office at the date of execution of the Indenture is located at UMB Bank, N.A., 100 William Street, Suite 1850, New York, New York 10038, Attn: ABS Structured Finance, e-mail: michele.voon@umb.com, or at such other address or electronic mail address as the Indenture Trustee may designate from time to time by notice to the Noteholders and the Issuer, or the principal corporate trust office of any successor Indenture Trustee at the address or electronic mail address designated by such successor Indenture Trustee by written notice to the Noteholders and the Issuer.

"Credit Risk Retention Rules" means risk retention regulations in 17 C.F.R. Part 246 as such regulation may be amended from time to time and subject to such clarification and interpretation as have been provided by the Commission in an adopting release or by the staff of the Commission, or as may be provided in writing by the Commission or its staff from time to time.

"Cutoff Date" means the close of business on May 27, 2022.

"DABS" means Diversified ABS LLC, a Pennsylvania limited liability company.

"DABS II" means Diversified ABS Phase II LLC, a Pennsylvania limited liability company.

"DABS III" means Diversified ABS Phase III LLC, a Delaware limited liability company.

"DABS IV" means Diversified ABS Phase IV LLC, a Delaware limited liability company.

"DABS V Upstream Operating Agreement" means the Operating Agreement of the Guarantor, dated as of May 25, 2022, as the same may be amended and supplemented from time to time.

"Default" means any occurrence that is, or with notice or the lapse of time or both would become, an Event of Default.

"Default in Other Agreements" means (1) any Diversified Party or any Affiliate of a Diversified Party shall fail to pay when due any principal or interest on any Indebtedness (other than the Indebtedness under the Basic Documents) or (2) breach or default of any Diversified Party, DABS, DABS II, DABS III or DABS IV with respect to any Indebtedness (other than the Indebtedness under the Basic Documents); if such failure to pay, breach or default entitles the holder to cause such Indebtedness having an individual principal amount in excess of $250,000 or having an aggregate principal amount in excess of $500,000 to become or be declared due prior to its stated maturity.

"Depository" means initially, the Depository Trust Company, the nominee of which is Cede & Co., and any permitted successor depository.

"Depository Agreement" means, to the extent in existence, any agreement as between the Issuer and the Depository, governing the rights and responsibilities of each party.

"Depository Participant" means a broker, dealer, bank or other financial institution or other Person for whom from time to time the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

"Direct Expenses" has the meaning specified in the Management Services Agreement.

"Diversified" shall mean Diversified Production LLC, a Pennsylvania limited liability company.

"Diversified Companies" shall mean each of Diversified Energy Company Plc and the Diversified Parties.

"Diversified Corp" shall mean Diversified Gas & Oil Corporation, a Delaware corporation.

"Diversified Holdings" shall mean Diversified ABS Phase V Holdings LLC, a Pennsylvania limited liability company.

"Diversified Marketing" shall mean Diversified Energy Marketing LLC, an Alabama limited liability company.

"Diversified Parties" shall mean each of Diversified, Diversified Corp, Diversified Marketing, Diversified Holdings, the Guarantor and the Issuer.

"Divestiture Date" shall have the meaning assigned to the term "Effective Time" in the Separation Agreement.

"DSCR" means, as of any Quarterly Determination Date, beginning with the Payment Date occurring in October 2022, an amount equal to (a) the Securitized Net Cash Flow for each of the three (3) immediately preceding Collection Periods, divided by (b) the sum of (i) the aggregate interest accrued on the Notes for each of such three (3) immediately preceding Payment Dates and any unpaid Note Interest on the Payment Date three (3) months prior to the Quarterly Determination Date, (ii) the aggregate Scheduled Principal Distribution Amount for each of such three (3) immediately preceding Payment Dates, and (iii) any unpaid Scheduled Principal Distribution Amounts on the Payment Date three (3) months prior to the Quarterly Determination Date.

"Eligible Account" means a segregated account with an Eligible Institution.

"Eligible Institution" means:

(a) the corporate trust department of the Indenture Trustee; or

(b) a depository institution or trust company organized under the Laws of the United States of America or any one of the states thereof, or the District of Columbia (or any domestic branch of a foreign bank), which at all times (i) has either (A) a long-term unsecured debt rating of at least AA- or better by Fitch or, to the extent that Fitch does not rate the Notes, the equivalent or better by an NRSRO, or such other rating that is acceptable to the Majority Noteholders or (B) a certificate of deposit rating of at least F-1+ or better by Fitch or, to the extent that Fitch does not rate the Notes, the equivalent or better by an NRSRO, or such other rating that is acceptable to the Majority Noteholders and (ii) whose deposits are insured by the FDIC.

"Encumbrance" means any charge, equitable interest, privilege, Lien, mortgage, deed of trust, production payment, collateral assignment, security interest, or other arrangement substantially equivalent to any of the foregoing.

"Environmental Law" means any Law, ordinance, rule or regulation of any Governmental Body relating to pollution or the protection of the environment, natural resources, or human health and safety (as it relates to exposure to Hazardous Materials).

"Environmental Liabilities" means any cost, damage, expense, liability, obligation, or other responsibility arising from or under either an Environmental Law or third party claims relating to the environment, and which relates to the ownership or operation of the Assets.

"Equity Contribution Cure" means on any date prior to the Final Scheduled Payment Date, Diversified Holdings' contribution of equity to the Issuer made by depositing cash into the Collection Account, but not more than ten percent (10%) of the initial principal amount of the Notes as of the Closing Date in aggregate and no more frequently than twice (in aggregate) per calendar year.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder from time to time in effect.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that is treated as a single employer together with the Issuer for purposes of Section 412 of the Code or Title IV of ERISA.

"ERISA Plan" means an "employee benefit plan" (as defined in section 3(3) of ERISA) subject to Title I of ERISA that is or, within the preceding five years, has been established or maintained, or to which contributions are or, within the preceding five years, have been made or required to be made by the Issuer or any ERISA Affiliate or with respect to which the Issuer or any ERISA Affiliate may have any liability.

"Escrow Agent" means UMB Bank, N.A., not in its individual capacity but solely as escrow agent under the Escrow Agreement.

"Escrow Agreement" means each escrow agreement, dated as of May 26, 2022 by and among the Issuer, Diversified Corp, the Escrow Agent and certain Noteholders referenced therein.

"Escrow Funding Date" shall mean May 26, 2022.

"Event of Default" has the meaning specified in Section 5.1(a) of the Indenture.

"Excess Allocation Percentage" means the greatest of the following percentages, as applicable:

(a) (i) If the DSCR as of the applicable Payment Date is less than 1.15 to 1.00, then 100%, (ii) if the DSCR as of such Payment Date is greater than or equal to 1.15 to 1.00 and less than 1.25 to 1.00, then 50%, or (iii) if the DSCR as of such Payment Date is greater than or equal to 1.25 to 1.00, then 0%; or

(b) If the Production Tracking Rate is less than 80.0%, then 100%, else 0%; or

(c) If the LTV is greater than 65.0%, then 100%, else 0%.

"Excess Amortization Amount" means, with respect to any Payment Date, the Excess Allocation Percentage of the Available Funds for such Payment Date remaining after giving effect to the distributions in clauses (A) through (E) of Section 8.6(i) of the Indenture on such Payment Date; provided, that the Excess Amortization Amount as of any Payment Date shall not exceed the Outstanding Principal Balance as of such Payment Date (calculated after giving effect to the payments on such Payment Date contemplated by clauses (A) through (E) of Section 8.6(i) of the Indenture).

"Excess Funds" means, with respect to any Collection Period and the related Payment Date, the amounts, if any, available for distribution pursuant to Section 8.6(i) of the Indenture after the distributions pursuant to clauses (A) through (L) thereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Executive Officer" means, with respect to any corporation, the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, any Executive Vice President, Senior Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of such corporation; with respect to any limited liability company, any of the officers listed previously with respect to a corporation or any managing member or sole member of the limited liability company; with respect to any partnership, any general partner thereof; and with respect to any other entity, a similar situated Person.

"External Verifier" means an independent third party engaged by Diversified Corp or any of its affiliates who in the ordinary course of business evaluates metrics such as the Sustainability Linked Performance Targets and provides limited assurances with respect thereto.

"FATCA" means Sections 1471 through 1474 of the Code.

"FATCA Withholding Tax" means any withholding or deduction pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements (including any intergovernmental agreements) thereunder or official interpretations thereof.

"FDIC" means the Federal Deposit Insurance Corporation.

"Final Scheduled Payment Date" means the Payment Date occurring in the month of May 2039.

"Financial Asset" has the meaning given such term in Article 8 of the UCC. As used herein, the Financial Asset "related to" a security entitlement is the Financial Asset in which the entitlement holder (as defined in the New York UCC) holding such security entitlement has the rights and property interest specified in the New York UCC.

"Fitch" means Fitch Ratings, Inc., or any successor to the rating agency business thereof.

"GAAP" means Generally Accepted Accounting Principles.

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"Governmental Authorization" means any approval, consent, license, permit, registration, variance, exemption, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

"Governmental Body" means any (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign, or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (d) multi-national organization or body; or (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Governmental Official" means any governmental official or employee, employee of any government-owned or government-controlled entity, political party, any official of a political party, candidate for political office, official of any public international organization or anyone else acting in an official capacity.

"Governmental Rule" means with respect to any Person, any Law, rule, regulation, ordinance, order, code, treaty, judgment, decree, directive, guideline, policy or similar form of decision of any Governmental Body binding on such Person.

"Grant" means mortgage, pledge, bargain, warrant, alienate, remise, release, convey, assign, transfer, create, grant a Lien upon and a security interest in, grant a right of set-off against, deposit, set over and confirm pursuant to the Indenture. A Grant of any item of Collateral or of any other property shall include all rights, powers and options (but none of the obligations) of the granting party thereunder, including the immediate and continuing right to claim for, collect, receive and give receipt for principal and interest payments in respect of such item of Collateral and all other monies payable thereunder, to give and receive notices and other communications, to make waivers or other agreements, to exercise all rights and options, to bring Proceedings in the name of the granting party or otherwise, and generally to do and receive anything that the granting party is or may be entitled to do or receive thereunder or with respect thereto.

"Guarantor" shall mean Diversified ABS V Upstream LLC, a Pennsylvania limited liability company and a subsidiary of the Issuer.

"Guaranty" means, with respect to any Person, any obligation (except the endorsement in the ordinary course of business of negotiable instruments for deposit or collection) of such Person guaranteeing or in effect guaranteeing any indebtedness, dividend or other obligation of any other Person in any manner, whether directly or indirectly, including obligations incurred through an agreement, contingent or otherwise, by such Person:

(a) to purchase such indebtedness or obligation or any property constituting security therefor;

(b) to advance or supply funds (i) for the purchase or payment of such indebtedness or obligation, or (ii) to maintain any working capital or other balance sheet condition or any income statement condition of any other Person or otherwise to advance or make available funds for the purchase or payment of such indebtedness or obligation;

(c) to lease properties or to purchase properties or services primarily for the purpose of assuring the owner of such indebtedness or obligation of the ability of any other Person to make payment of the indebtedness or obligation; or

(d) otherwise to assure the owner of such indebtedness or obligation against loss in respect thereof.

In any computation of the indebtedness or other liabilities of the obligor under any Guaranty, the indebtedness or other obligations that are the subject of such Guaranty shall be assumed to be direct obligations of such obligor.

"Hazardous Materials" means any and all pollutants, toxic or hazardous wastes or other substances that might pose a hazard to health and safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized by any applicable Law, including asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, lead based paint, radon gas or similar restricted, prohibited or penalized substances.

"Hedge Agreement" means any master agreement and related schedules, annexes and confirmations entered into between the Issuer and a Hedge Counterparty with respect to any swap, forward, option, swaption, cap, future or derivative transaction or similar agreement (whether entered into as a new transaction or by novation of a transaction or agreement existing as of the Closing Date), in each case whether cash or physical settlement, that is reasonably expected to hedge or mitigate the existing or anticipated commercial risk of the Issuer to one or more commodities including, without limitation, those transactions between the Issuer and each Hedge Counterparty.

"Hedge Collateral Accounts" has the meaning specified in Section 8.2(d) of the Indenture.

"Hedge Counterparty" [***].

"Hedge Counterparty Rating Requirements" has the meaning specified in the relevant Hedge Agreement.

"Hedge Counterparty Rights Agreement" means any Hedge Counterparty Rights Letter Agreement, dated as of the Closing Date, among the Issuer, the Indenture Trustee and any of the Hedge Counterparties.

"Hedge Percentage" has the meaning specified in Section 4.28 of the Indenture.

"Hedge Period" has the meaning specified in Section 4.28 of the Indenture.

"Holder" or "Noteholder" means the Person in whose name a Note is registered on the Note Register.

"Holdings Operating Agreement" means the Operating Agreement of Diversified Holdings, dated as of May 10, 2022, as the same may be amended and supplemented from time to time.

"Hot Back-up Management Duties" shall have the meaning set forth in the Back-up Management Agreement.

"Hydrocarbons" means oil, gas, minerals, and other gaseous and liquid hydrocarbons or any combination of the foregoing.

"IFRS" means International Financial Reporting Standards.

"Indebtedness" means, with respect to any Person, at any time, without duplication,

(a) its liabilities for borrowed money;

(b) its liabilities for the deferred purchase price of property acquired by such Person (excluding accounts payable arising in the ordinary course of business but including all liabilities created or arising under any conditional sale or other title retention agreement with respect to any such property);

(c) (i) all liabilities appearing on its balance sheet in accordance with GAAP in respect of Capital Leases and (ii) all liabilities which would appear on its balance sheet in accordance with GAAP in respect of Synthetic Leases assuming such Synthetic Leases were accounted for as Capital Leases;

(d) all liabilities for borrowed money secured by any Lien with respect to any property owned by such Person (whether or not it has assumed or otherwise become liable for such liabilities);

(e) all its liabilities in respect of letters of credit or instruments serving a similar function issued or accepted for its account by banks and other financial institutions (whether or not representing obligations for borrowed money);

(f) all its liabilities (including delivery and payment obligations) under any Hedge Agreement of such Person; and

(g) any Guaranty of such Person with respect to liabilities of a type described in any of clauses (a) through (f) hereof.

Indebtedness of any Person shall include all obligations of such Person of the character described in clauses (a) through (g) to the extent such Person remains legally liable in respect thereof notwithstanding that any such obligation is deemed to be extinguished under GAAP.

"Indenture" shall mean the Indenture, dated as of the Closing Date, among the Issuer, the Guarantor and the Indenture Trustee, as the same may be amended and supplemented from time to time.

"Indenture Trustee" means UMB Bank, N.A., a national banking association, not in its individual capacity but solely as Indenture Trustee under the Indenture, or any successor Indenture Trustee under the Indenture.

"Independent" means, when used with respect to any specified Person, that the Person (a) is in fact independent of the Issuer, any other obligor on the Notes, Diversified and any Affiliate of any of the foregoing Persons, (b) does not have any direct financial interest or any Material indirect financial interest in the Issuer, any such other obligor, Diversified or any Affiliate of any of the foregoing Persons and (c) is not connected with the Issuer, any such other obligor, Diversified or any Affiliate of any of the foregoing Persons as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions.

"Initial Hedge Strategy" has the meaning specified in Section 4.28 of the Indenture.

"Institutional Investor" means (a) any Purchaser of a Note, (b) any holder of a Note holding (together with one or more of its affiliates) more than five percent (5%) of the aggregate principal amount of the Notes then outstanding, (c) any bank, trust company, savings and loan association or other financial institution, any pension plan, any investment company, any insurance company, any broker or dealer, or any other similar financial institution or entity, regardless of legal form, and (d) any Related Fund of any holder of any Note.

"Intercreditor Acknowledgment" means that certain Acknowledgment Agreement, dated as of the Closing Date, by and among the Indenture Trustee, the ABS I Trustee, the ABS II Trustee, the ABS III Trustee and the ABS IV Trustee and KeyBank National Association, and acknowledged and agreed to by Diversified, Diversified Marketing, DABS, DABS II, DABS III, DABS IV and the Issuer.

"Interest Accrual Period" means, with respect to any Payment Date for the Notes, the period from and including the immediately preceding Payment Date (or, in the case of the Initial Payment Date, from and including the Escrow Funding Date) up to, but excluding, the current Payment Date.

"Interest Rate" means 5.78% plus any increase to such rate pursuant to Section 2.8(f) of the Indenture.

"Interest Rate Step Up Trigger Date" means the Payment Date on May 28, 2027.

"Initial Payment Date" has the meaning specified in the definition of Payment Date in this Appendix A Part I of this Indenture.

"Investment Company Act" means the Investment Company Act of 1940, as amended.

"Investment Earnings" means, with respect to any Payment Date, the investment earnings (net of losses and investment expenses) on amounts on deposit in the Issuer Accounts to be deposited into the Collection Account on such Payment Date pursuant to Section 8.2(f) of the Indenture.

"Investment Letter" has the meaning specified in Section 2.4(c) of the Indenture.

"Investments" means all investments, in cash or by delivery of property made, directly or indirectly in any Person, whether by acquisition of shares of capital stock, Indebtedness or other obligations or securities or by loan, advance, capital contribution or otherwise.

"IO DSCR" means, as of any Quarterly Determination Date, beginning with the Payment Date occurring in October 2022, an amount equal to (a) the Securitized Net Cash Flow for each of the three (3) immediately preceding Collection Periods, divided by (b) the aggregate Note Interest with respect to the Notes over such three (3) immediately preceding Payment Dates.

"Issuer" means Diversified ABS Phase V LLC, a Delaware limited liability company.

"Issuer Parties" means the Issuer and the Guarantor.

"Issuer Account Property" means the Issuer Accounts, all amounts and investments held from time to time in any Issuer Account (whether in the form of deposit accounts, Physical Property, book-entry securities, uncertificated securities or otherwise), and all proceeds of the foregoing.

"Issuer Accounts" shall have the meaning specified in Section 8.2(f) of the Indenture.

"Issuer Order" or "Issuer Request" means a written order or request signed in the name of the Issuer by any one of its authorized officers and delivered to the Indenture Trustee.

"Joint Operating Agreement" means, as applicable, (i) the Joint Operating Agreement, dated as of November 13, 2019, by and between Diversified and DABS, as amended by (a) the Amendment to Operating Agreement dated as of April 9, 2020, by and among Diversified, DABS, DABS II, DABS III and DABS IV, (b) the Amendment to Operating Agreement, dated as of February 4, 2022, by and among Diversified, DABS, DABS II, DABS III and Diversified ABS III Upstream LLC, (c) the letter agreement between Diversified and Diversified ABS III Upstream LLC, and (d) the Amendment to Operating Agreement, dated as of the date hereof, by and among, Diversified, Issuer, DABS III, DABS II and Diversified ABS III Upstream LLC, and (ii) the Joint Operating Agreement, dated as of the date hereof, by and between Diversified and Diversified ABS III Upstream LLC, as amended by the Amendment to Operating Agreement, dated as of the date hereof, by and among Diversified, Diversified ABS III Upstream LLC and the Issuer.

"KeyBank Facility" means the loan facility made under the Amended, Restated and Consolidated Revolving Credit Agreement, dated as of December 7, 2018, and as amended, restated or otherwise modified from time to time, among Diversified Corp, as borrower, KeyBank National Association, as administrative agent, and the lenders party thereto.

"Knowledge" means, with respect to any Diversified Company, the actual knowledge (following reasonable inquiry of direct reports) of any Executive Officer of such entity.

"Law" means any applicable United States or foreign, federal, state, regional, or local statute, law, code, rule, treaty, convention, order, decree, injunction, directive, determination or other requirement and, where applicable, any legally binding interpretation thereof by a Governmental Body having jurisdiction with respect thereto or charged with the administration or interpretation thereof (including, without limitation, any Governmental Rule).

"Leases" means the leases described on Exhibit C to the Separation Agreement.

"Lien" means a security interest, lien, charge, pledge, equity or encumbrance of any kind.

"Liquidity Reserve Account" means the account designated as such, established and maintained pursuant to Section 8.2(c) of the Indenture.

"Liquidity Reserve Account Initial Deposit" means cash or Permitted Investments having a value equal to the expected Note Interest and Senior Transaction Fees for the eight (8) Payment Dates following the Closing Date.

"Liquidity Reserve Account Required Balance" means an amount equal to 50% of the Liquidity Reserve Account Target Amount.

"Liquidity Reserve Account Target Amount" with respect to any Payment Date, an amount equal to the expected Note Interest and Senior Transaction Fees for the six (6) Payment Dates following such Payment Date. This amount shall not be less than the Liquidity Reserve Account Required Balance.

"LTV" means, as of any applicable date of determination, an amount equal to (a) the excess of the Outstanding Principal Balance as of such date of determination over the amount then on deposit in the Collection Account divided by (b) the sum of the PV-10, as of such date of determination.

"Majority Noteholders" means Noteholders (other than any Diversified Company and each of their Affiliates) representing greater than fifty percent (50%) of the aggregate Outstanding Amount of Notes.

"Management Services Agreement" means the Management Services Agreement, dated as of the Closing Date, by and among the Manager, Diversified Corp and the Issuer, as amended from time to time.

"Management Team" means, at any point in time, those certain individuals serving as officers of Diversified Energy Company Plc as Chief Executive Officer, Chief Operating Officer, Chief Financial Officer and General Counsel.

"Manager" means Diversified, in its capacity as manager under the Management Services Agreement, and any successor thereunder.

"Material" with respect to any Person means material in relation to the business, operations, affairs, financial condition, assets or properties of such Person.

"Material Adverse Effect" means a material adverse effect on (i) the business, operations, affairs, assets, properties, prospects, financial condition or results of operation of any Diversified Party, (ii) the validity, priority or enforceability of the Liens on the Collateral, taken as a whole, (iii) the ability of any Diversified Party, the Manager or the Operator to perform any Material obligation under any Basic Document to which it is a party, (iv) the ability of the Indenture Trustee to enforce any Diversified Party, the Manager or the Operator obligations under the Basic Documents to which such person is a party in any Material respect, or (v) the validity or enforceability against any Diversified Party, the Manager or the Operator of any Basic Document to which such person is a party.

"Material Manager Default" has the meaning specified in the Management Services Agreement, as of the Closing Date.

"Methane Emissions Performance Target" means attaining Diversified Energy Company Plc's target set forth in the Sustainability Framework to achieve a reduction in Diversified Energy Company Plc's Scope 1 methane emissions intensity to 1.12 MT CO2e/MMcfe for the Observation Period as certified by the External Verifier.

"Moody's" means Moody Investors Service, Inc., or any successor to the rating agency business thereof.

"Mortgage" means any mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the Indenture Trustee, for the benefit of the Secured Parties, on real property of the Issuer or the Guarantor, including any amendment, restatement, modification or supplement thereto.

"MT CO2e/MMcfe" means metric tons of carbon dioxide equivalent per million cubic feet of natural gas equivalent.

"Multiemployer Plan" means any ERISA Plan that is a "multiemployer plan" (as such term is defined in section 4001(a)(3) of ERISA).

"NAIC" means the National Association of Insurance Commissioners.

"Natural Gas Hedge Percentage" has the meaning specified in Section 4.29(a) of the Indenture.

"Natural Gas Hedge Period" has the meaning specified in Section 4.29(a) of the Indenture.

"Net Revenue Interest" means, for any Well, the holder's share of the Hydrocarbons produced, saved and marketed therefrom (after satisfaction of all Burdens).

"NGL Hedge Percentage" has the meaning specified in Section 4.29(b) of the Indenture.

"NGL Hedge Period" has the meaning specified in Section 4.29(b) of the Indenture.

"Non-U.S. Plan" means any plan, fund or other similar program that (a) is established or maintained outside the United States of America by Diversified or the Issuer primarily for the benefit of employees of Diversified or the Issuer residing outside the United States of America, which plan, fund or other similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement or payments to be made upon termination of employment, and (b) is not subject to ERISA or the Code.

"Note Guarantee" means any guarantee of the Notes by the Guarantor pursuant to Article XIII of the Indenture.

"Note Interest" means, with respect to any Payment Date, an amount equal to the sum of (i) interest accrued during the Interest Accrual Period at the Interest Rate with respect to the Notes on the Outstanding Principal Balance plus (ii) any accrued and unpaid Note Interest from prior Payment Dates, together with, to the extent permitted by Law, interest thereon at such Interest Rate during the Interest Accrual Period, calculated on the basis of a 360-day year consisting of twelve 30-day months.

"Note Purchase Agreement" means the Note Purchase Agreement, dated the Closing Date, among the Diversified Parties and the Purchasers (as may be further modified, amended or supplemented).

"Note Register" and "Note Registrar" have the respective meanings specified in Section 2.5(a) of the Indenture.

"Noteholder" means the Person in whose name a Note is registered in the Note Register and, with respect to a Book Entry Note, the Person who is the owner of such Book Entry Note, as reflected on the books of the Depository, or on the books of a Person maintaining an account with such Depository (directly as a Depository Participant or as an indirect participant, in each case in accordance with the rules of such Depository).

"Noteholder FATCA Information" means, with respect to any Noteholder, information sufficient to eliminate the imposition of, or determine the amount of, U.S. withholding tax under FATCA.

"Noteholder Tax Identification Information" means, with respect to any Noteholder, properly completed and signed tax certifications (generally, in the case of U.S. Federal Income Tax, IRS Form W-9 (or applicable successor form) in the case of a person that is a "United States Person" within the meaning of Section 7701(a)(30) of the Code or the appropriate IRS Form W-8 (or applicable successor form) in the case of a person that is not a "United States Person" within the meaning of Section 7701(a)(30) of the Code).

"Notes" means the Class A-1 Notes and the Class A-2 Notes.

"Notification Date" has the meaning specified in the definition of Satisfaction Notification in this Appendix A Part I of this Indenture.

"Novation Agreements" means the Novation Agreement by and between Diversified Corp. and the Issuer dated as of May 27, 2022.

"NRSRO" means any nationally recognized statistical rating agency recognized as such by the Commission and acceptable to the SVO.

"Obligations" means all of the obligations of the Issuer and the Guarantor with respect to the Notes, whether owed to Indenture Trustee, a Holder, or any other Person, as set forth under any Basic Document, including, without limitation, the obligation to pay principal, interest (including, for the avoidance of doubt, any default interest required under the Indenture), any Redemption Price, Change of Control Redemption Price and all actual, reasonable and documented costs, charges and expenses, attorney's fees and disbursements, and indemnitees.

"Observation Period" means the year ended December 31, 2026.

"Observer" means any party engaged by or on behalf of the Issuer in accordance with the Back-up Management Agreement.

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

"OFAC Sanctions Program" means any economic or trade sanction that OFAC is responsible for administering and enforcing. A list of OFAC Sanctions Programs may be found at http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx.

"Officer's Certificate" means in the case of the Issuer, a certificate signed by a Responsible Officer of the Issuer, under the circumstances described in, and otherwise complying with, the applicable requirements of Section 12.1 of the Indenture, and delivered to the Indenture Trustee (unless otherwise specified, any reference in the Indenture to an Officer's Certificate shall be to an Officer's Certificate of a Responsible Officer of the Issuer), and in the case of the Manager or the Back-up Manager, a certificate signed by a Responsible Officer of the Manager or the Back-up Manager, as applicable.

"Oil and Gas Portfolio" means, as of any date of determination, all Assets then held by the Issuer or the Guarantor.

"Operating Expenses" means the amounts chargeable to the Joint Account (as defined in the Joint Operating Agreement) with respect to Issuer's interest. Operating Expenses excludes any amounts otherwise paid by Issuer under the Basic Documents and any internal general and administrative expenses of Issuer.

"Operator" means Diversified, in its capacity as operator under any Joint Operating Agreement, and any successor thereunder.

"Opinion of Counsel" means one or more written opinions of counsel who may, except as otherwise expressly provided in the Indenture, be an employee of or counsel to the Issuer (if satisfactory to the addressees of such opinion) and who shall be satisfactory to the addressees of such opinion, and which opinion or opinions if addressed to the Indenture Trustee, shall comply with any applicable requirements of Section 12.1 or any other applicable provision of the Indenture and, if applicable, shall be in form and substance satisfactory to the Indenture Trustee.

"Order" means any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

"Organizational Documents" of any entity shall mean (a) in the case of a corporation, the articles or certificate of incorporation (or the equivalent of such items under state Law) and the bylaws of such corporation, (b) in the case of a limited liability company, the certificate or articles of existence or formation and the operating agreement of such limited liability company, (c) in the case of a limited partnership, the certificate of formation and limited partnership agreement of such limited partnership and the Organizational Documents of the general partner of such limited partnership, and (d) any equivalent documents to the foregoing under the state Law where such entity was organized or formed.

"Outstanding" means, as of the date of determination, all Notes theretofore authenticated and delivered under this Indenture except:

(a) Notes theretofore cancelled by the Note Registrar or delivered to the Note Registrar for cancellation;

(b) Notes or portions thereof the payment for which money in the necessary amount has been theretofore deposited with the Indenture Trustee or any Paying Agent in trust for the Holders of such Notes (provided, however, that if such Notes are to be redeemed, notice of such redemption has been duly given or waived pursuant to this Indenture or provision for such notice or waiver has been made which is satisfactory to the Indenture Trustee); and

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Indenture unless proof satisfactory to the Indenture Trustee is presented that any such Notes are held by a protected purchaser;

provided, that in determining whether the Holders of the requisite Outstanding Amount have given any request, demand, authorization, direction, notice, consent or waiver hereunder or under any Basic Document, Notes owned by the Issuer, any other obligor upon the Notes, Diversified or any Affiliate of any of the foregoing Persons shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Indenture Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes that a Responsible Officer of the Indenture Trustee has actual knowledge are so owned shall be so disregarded. Notes so owned that have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Indenture Trustee the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer, any other obligor upon the Notes, Diversified or any Affiliate of any of the foregoing Persons.

"Outstanding Amount" means the aggregate principal amount of all Notes outstanding at the date of determination.

"Outstanding Principal Balance" means, as of any date of determination, the Outstanding Amount of the Notes on the Closing Date, less the sum of all amounts distributed to the Noteholders on or prior to such date in respect of principal, including with respect to any redemption of Notes.

"P&A Expense Amount" means, for any fiscal year, the actual aggregate net amount of plugging and abandonment expenses attributable to the Wellbore Interests and any Additional Assets, which amount shall be determined by the Manager in accordance with the Management Standards (as defined in the Management Services Agreement).

"P&A Reserve Account" means one or more accounts or sub-accounts established on or before the Closing Date on behalf of the Indenture Trustee and maintained by the Securities Intermediary in the name of the Issuer, in trust for the benefit of the Secured Parties.

"P&A Reserve Amount" means, with respect to any Payment Date after which a P&A Reserve Trigger occurs, an amount equal to (x) if the P&A Reserve Trigger is under subclause (a) of the definition of "P&A Reserve Trigger", two (2) times the excess, if any, of (a) the P&A Expense Amount for the calendar year preceding the applicable occurrence of the P&A Reserve Trigger over (b) the P&A Reserve Trigger Amount and (y) if the P&A Reserve Trigger is under subclause (b) of the definition of "P&A Reserve Trigger", an amount equal to the P&A Expense Amount for the calendar year preceding the applicable occurrence of the P&A Reserve Trigger.

"P&A Reserve Trigger" means (a) the determination as of the Payment Determination Date in March of any fiscal year that the P&A Expense Amount for the Issuer's prior fiscal year exceeded the P&A Reserve Trigger Amount, or (b) the occurrence on or before a Payment Determination Date of a (i) material uncured breach or (ii) or allegation by any Governmental Body or Governmental Official of any breach of which the Issuer is aware (x) with respect to which the Issuer is not disputing or (y) that is not resolved within ninety (90) days after that allegation, of any of the following agreements (as amended or extended) that one or more of the Diversified Parties are subject to: (a) Consent Order and Agreement dated March 7, 2019, with the Commonwealth of Pennsylvania, Department of Environmental Protection; (b) Compliance Agreement dated April 25, 2018, with the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management; (c) Consent Order dated November 19, 2018, with the West Virginia Department of Environmental Protection; and (d) Consent Order dated February 18, 2019, with the Commonwealth of Kentucky, Energy and Environment Cabinet, Department for Natural Resources, Division of Oil and Gas (the "Plugging Consent Orders").

"P&A Reserve Trigger Amount" means (i) for fiscal years 2022 through 2026, an amount equal to $1,000,000, (ii) for fiscal years 2027 through 2035, an amount equal to $1,500,000, and (iii) for fiscal years 2036 through 2037 an amount equal to $2,000,000.

"Paying Agent" means the Indenture Trustee or any other Person that meets the eligibility standards for the Indenture Trustee specified in Section 6.11 of the Indenture and is authorized by the Issuer to make payments to and distributions from the Collection Account including payments of principal of or interest on the Notes on behalf of the Issuer.

"Payment Date" means, with respect to each Collection Period, the 28th day of the following month or, if such day is not a Business Day, the immediately following Business Day. The initial Payment Date for interest only will be June 28, 2022 and the first principal Payment Date will be July 28, 2022.

"Payment Date Compliance Certificate" means the certificate delivered pursuant to Section 7.1(e) of the Indenture.

"Payment Date Report" means a certificate of the Manager delivered pursuant to Section 8.6 of the Indenture.

"Payment Determination Date" means, with respect to any Payment Date, two (2) Business Days immediately preceding such Payment Date.

"Permitted Dispositions" means the sale, or exchange for Additional Assets, of Assets by the Issuer or the Guarantor, as applicable, at a price or value equal to fair market value at the time of such sale or exchange, subject to the following limitations:

(a) (a) the aggregate amount of Assets sold or exchanged does not exceed 15% of the Assets on the basis of value as of the Closing Date;

(b) the aggregate amount of Assets sold to any Affiliate of Diversified does not exceed 5% of the value of the Assets;

(c) the selection procedures used in selecting such Assets would not reasonably be expected to be materially adverse to the Noteholders;

(d) the DSCR shall not be less than 1.30 to 1.00, the Production Tracking Rate shall not be less than 80%, the IO DSCR shall not be less than 2.00 to 1.00 and the LTV shall not be greater than 75% on a pro forma basis after giving effect to such sale or exchange and the application of the proceeds therefrom to the purchase of Additional Assets, the repayment of the Notes or any required hedge termination payment, if any;

(e) the Rating Agency Condition shall have been satisfied; and

(f) no sale, or exchange for Additional Assets, of Assets may occur during the continuance of any Default, Event of Default, or Rapid Amortization Event "Permitted Indebtedness" shall have the meaning specified in Section 4.21 of the Indenture.

"Permitted Investments" means (i) direct obligations of the United States of America or any agency thereof, or shares of money market funds that invest solely in such obligations, (ii) obligations fully guaranteed by the United States of America and certificates of deposit issued by, or bankers' acceptances of, or time deposits, demand deposits or overnight deposits with, any bank, trust company or national banking association incorporated or doing business under the Laws of the United States of America or one of the states thereof having combined capital and surplus and retained earnings of at least $250,000,000, (iii) commercial paper of companies, banks, trust companies or national banking associations incorporated or doing business under the Laws of the United States of America or one of the states thereof and in each case having a rating assigned to such commercial paper by S&P or Moody's (or, if neither such organization shall rate such commercial paper at any time, by any nationally recognized statistical rating organization in the United States of America) equal to the highest rating assigned by such organizations and (iv) money market funds which (a) invest primarily in obligations of the United States of America or any agency thereof, corporate bonds, certificates of deposit, commercial paper rated AAAmmf or better by Fitch and P-1 or better by Moody's, repurchase agreements, time deposits and (b) have a rating assigned to such fund by Moody's, Fitch or S&P equal to "Aaa-mf", "AAAmmf", or "AAm", respectively, or better. In no event shall any investment be eligible as a "Permitted Investment" unless the final maturity or date of return of such investment is thirty-one (31) days or less from the date of purchase thereof.

"Permitted Liens" shall, with respect to the Wellbore Interests, have the meaning assigned to the term "Permitted Encumbrance" in the Separation Agreement, as of the Closing Date.

"Person" means any individual, corporation, limited liability company, estate, partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization or government or any agency or political subdivision thereof.

"Physical Property" means instruments within the meaning of Section 9-102(a)(47) of the UCC and certificated securities within the meaning of Section 8-102 of the UCC.

"Placement Agents" means Citigroup Global Markets Inc., DCMB Securities LLC and Truist Securities, Inc., as placement agents.

"Plan" means any (a) "employee benefit plan" as defined in Section 3(3) of ERISA that is subject to Title I of ERISA, (b) "plan" described in Section 4975(e)(1) of the Code that is subject to Section 4975 of the Code; (c) entity or account whose underlying assets are deemed to include "plan assets" (within the meaning of the Department of Labor regulation located at 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA) or (d) plan, entity or account that is subject to any U.S. federal, state, non-U.S. or local Law that is substantially similar to Title I of ERISA or Section 4975 of the Code.

"Plan of Division" shall have the meaning assigned to such term in the Separation Agreement.

"Pledge Agreement" means the Pledge Agreement, dated as of the Closing Date, among Diversified Holdings, the Issuer, the Guarantor, Diversified and the Indenture Trustee, for the benefit of the Secured Parties, as amended from time to time.

"Predecessor Note" means, with respect to any particular Note, every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purpose of this definition, any Note authenticated and delivered under Section 2.6 of the Indenture in lieu of a mutilated, lost, destroyed or stolen Note shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Note.

"Principal Distribution Amount" means, as of any Payment Date, (1) prior to the occurrence of a Rapid Amortization Event, the Scheduled Principal Distribution Amount plus any unpaid Scheduled Principal Distribution Amounts from prior Payment Dates, and (2) on or after the occurrence of a Rapid Amortization Event, all Available Funds for such Payment Date after giving effect to the distributions in clauses (A) through (D) of Section 8.6(i) of the Indenture on such Payment Date; provided, that the Principal Distribution Amount as of any Payment Date shall not exceed the Outstanding Principal Balance as of such Payment Date.

"Private Letter Rating" means a letter delivered by a Rating Agency with respect to the Notes that includes the following elements:

(a) The rating on the Notes with specific reference to any private placement number(s) issued for the Notes by Standard & Poor's CUSIP Service Bureau or other information that uniquely identifies the Notes, including coupon and maturity;

(b) A statement that the rating of the Notes will be maintained and a rating letter will be produced at least once every calendar year;

(c) A statement that the rating encompasses the expectation of timely payment of principal and interest as scheduled; and

(d) A statement that such letter may be shared with the holders' regulatory and self-regulatory bodies (including the SVO of the NAIC) and auditors of the holder of the Notes without need for a non-disclosure agreement with the Rating Agency.

"Proceeding" means any suit in equity, action at Law or other judicial or administrative proceeding.

"Proceeds Retention Condition" shall have the meaning specified in Section 8.4(a) of this Indenture.

"Production Tracking Rate" means, with respect to any Semi-Annual Determination Date beginning with the Payment Date occurring in January 2023, the quotient of (a) the aggregate production volume with respect to the Oil and Gas Portfolio actually realized over the six (6) calendar months immediately preceding such date of determination over (b) the aggregate production volume with respect to the Oil and Gas Portfolio projected in the most recent Reserve Report for the six (6) corresponding calendar months.

"Purchaser" or "Purchasers" means the purchasers listed on Schedule B to the Note Purchase Agreement.

"PV-10" means the value calculated in the most recent Reserve Report delivered pursuant to Section 8.5 of the Indenture consisting of the discounted present value (using ten percent (10.0%) discount rate) of the sum of (i) the projected net cash flows from the Oil and Gas Portfolio categorized as proved, developed and producing, using commodity strip prices and (ii) the positive or negative aggregate mark-to-market value determined as of such date of determination of all Hedge Agreements, calculated in the aggregate for all Hydrocarbons hedged, calculated on an annual basis (or, to the extent the Manager in its discretion obtains an updated Reserve Report prior to any otherwise scheduled annually updated Reserve Report, calculated on a more frequent basis to reflect the projected proceeds described in such updated Reserve Report).

"Qualifying Owner" means any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision) that directly or indirectly holds or acquires 100% of the total voting power of the Voting Stock of Diversified Energy Company Plc, and of which no other Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision) holds more than 50% of the total voting power of the Voting Stock thereof.

"Quarterly Determination Date" means the Payment Determination Dates in the months of January, April, July and October.

"Rapid Amortization Event" means the occurrence of (i) any Event of Default under the Indenture, (ii) a Warm Trigger Event, (iii) any Material Manager Default under the Management Services Agreement, (iv) any Default in Other Agreements, or (v) on or after June 28, 2028, the LTV as of any Annual Determination Date is greater than forty percent (40%); provided that a Rapid Amortization Event pursuant to the foregoing clause (v) may be cured upon delivery of an updated Reserve Report audited or prepared by an independent petroleum engineer on or prior to the date required by Section 8.5 of the Indenture which would result in, as of the next Annual Determination Date or, if earlier, the effective date of such Reserve Report, an LTV less than or equal to 40%.

"Rating Agency" means (i) Fitch and (ii) if Fitch does not issue a senior unsecured long-term debt rating, corporate credit rating or issuer rating for the applicable Person or fails to make such rating publicly available, a "nationally recognized statistical rating organization" registered under the Exchange Act, that is consented to by the Majority Noteholders.

"Rating Agency Condition" means, with respect to any action, that each Rating Agency then rating a class of Notes shall have received five (5) Business Days' (or such shorter period as shall be acceptable to each Rating Agency) prior written notice and shall not have notified the Issuer that such action will result in a downgrade or withdrawal of the then current rating on any class of Notes.

"Rating Agency Contact" shall mean globalcrosssectorsf@fitchratings.com.

"Record Date" means, with respect to a Payment Date or Redemption Date, the last day of the immediately preceding calendar month.

"Redemption" means the redemption of the Notes by the Issuer in accordance with Section 10.1 of the Indenture.

"Redemption Date" means a Business Day, (i) in the case of a redemption of the Notes pursuant to Section 10.1(a) of the Indenture, the fourth anniversary of the Closing Date or, if such day is not a Business Day, the immediately following Business Day, and (ii) in the case of a redemption of the Notes pursuant to Section 10.1(b) of the Indenture, any Payment Date within 90 days of the triggering Change of Control, as specified by the Issuer pursuant to Section 10.1(b) of the Indenture.

"Redemption Price" means, (i) with respect to any redemption of Notes pursuant to Section 10.1(a) of the Indenture, (a) prior to May 27, 2026, an amount equal to 100% of the principal amount thereof, plus the Applicable Premium, plus accrued and unpaid interest, if any, to, but not including, the Redemption Date, (b) from May 28, 2026 to May 27, 2027, an amount equal to 102% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the Redemption Date (c) from May 28, 2027 to May 27, 2028, an amount equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the Redemption Date, and (d) on or after May 28, 2028, an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any to, but not including, the Redemption Date and (ii) with respect to a Change of Control, the Change of Control Redemption Price.

"Related Fund" means, with respect to any Holder of any Note, any fund or entity that (a) invests in Securities or bank loans, and (b) is advised or managed by such holder, the same investment advisor as such holder or by an affiliate of such holder or such investment advisor.

"Reserve Report" means initially the Separation Agreement Reserve Report and upon delivery of the updated reserve report required with respect to the Wellbore Interests and any Additional Assets pursuant to Section 8.5 of the Indenture, a reserve report in form and substance substantially similar to the Separation Agreement Reserve Report (as adjusted for new information) and otherwise reasonably acceptable to the Majority Noteholders, setting forth as of the date of the report the oil and gas reserves of the Issuer and the Guarantor, together with a projection of the rate of production and future net income, Taxes, Operating Expenses and capital expenditures with respect to the Wellbore Interests and any Additional Assets as of that date based on good faith and reasonable economic assumptions provided by the Manager, containing customary assumptions, qualifications and exclusions; provided, that upon the reasonable request of the Majority Noteholders, the Majority Noteholders may, at their sole expense, independently audit the economic assumptions provided by the Manager.

"Responsible Officer" means, (x) with respect to the Indenture Trustee, any officer within the Corporate Trust Office of the Indenture Trustee, including any vice president, assistant vice president, assistant secretary, senior associate, associate, trust officer or any other officer, employee or other person of the Indenture Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular matter, any other officer to whom such matter is referred because of such officer's knowledge of and familiarity with the particular subject, in each case, who shall have direct responsibility for the administration of this Indenture, (y) with respect to the Issuer any officer, including any president, vice president, secretary or any other officer performing functions similar to those performed by such officers, and (z) with respect to Diversified Corp or Diversified, any officer, including any president, vice president, secretary or any other officer performing functions similar to those performed by such officers.

"Risk Retained Interest": The limited liability company interests in the Issuer representing, at the Closing Date, a fair value of not less than five percent (5%) of the fair value of all "ABS interests" (as defined in the Credit Risk Retention Rules) of the Issuer, determined using a fair value measurement framework under GAAP.

"Rule 144A" means Rule 144A promulgated under the Securities Act.

"Rule 17g-5" has the meaning specified in Section 12.19(a) of the Indenture.

"Satisfaction Notification" means an Officer's Certificate delivered at least 30 days prior to the Interest Rate Step Up Trigger Date (the "Notification Date") that in respect of the Observation Period: (i) one or both Sustainability Linked Performance Targets have been satisfied and (ii) the satisfaction of each Sustainability Linked Performance Target has been confirmed by the External Verifier in accordance with customary procedures.

"Schedule of Assets" shall mean Exhibit B to the Separation Agreement specifying the Assets being transferred, as such Schedule may be amended from time to time.

"Scheduled Principal Distribution Amount" means, as of any date of determination, the amount indicated on Schedule B to the Indenture with respect to such date."Secured Parties" means, collectively, each Noteholder, the Indenture Trustee, each Hedge Counterparty and the Back-up Manager, and "Secured Party" means any of them individually.

"Securities" or "Security" shall have the meaning specified in section 2(a)(1) of the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Intermediary" shall have the meaning specified in Section 8.2(g) of the Indenture.

"Securitized Net Cash Flow" means, with respect to any Collection Period, the sum of the aggregate proceeds of the Oil and Gas Portfolio deposited in the Collection Account during such Collection Period, the aggregate amount of Equity Contribution Cures, if any, deposited in the Collection Account during such Collection Period, and the net proceeds of the Hedge Agreements received by the Issuer during such Collection Period in excess of amounts payable pursuant to clauses (ii)(A) and (B) of Section 8.6 of the Indenture with respect to such Collection Period.

"Semi-Annual Determination Date" means the Payment Determination Dates in the months of January and July.

"Senior Financial Officer" means, with respect to Diversified, the chief financial officer, principal accounting officer, treasurer or comptroller (or any other officer holding a title or role similar to any of the foregoing) of Diversified.

"Senior Transaction Fees" means any fees or expenses payable pursuant to clauses (i)(A) and (B) of Section 8.6 of the Indenture.

"Separation" shall have the meaning assigned to such term in the Separation Agreement.

"Separation Agreement" means the Separation Agreement, dated May 24, 2022, by and among Diversified, Diversified Corp and the Guarantor.

"Separation Agreement Reserve Report" means that certain internal report prepared by Diversified Corp as of January 1, 2022, which is based on that certain evaluation of oil and gas reserves prepared for Diversified Energy Company Plc by Netherland Sewell & Associates, Inc. effective May 24, with respect to the Oil and Gas Portfolio.

"Settlement Agreement" means the Settlement Agent Services Agreement, dated as of May 23, 2022 between the Issuer and UMB Bank, N.A., as settlement agent.

"Similar Law" means any U.S. federal, state, non-U.S. or local Law that is substantially similar to Title I of ERISA or Section 4975 of the Code.

"Standard & Poor's" or "S&P" means S&P Global Ratings, a division of S&P Global Inc., or any successor to the rating agency business thereof.

"State" means any one of the 50 States of the United States of America or the District of Columbia.

"Statement of Division" shall have the meaning assigned to such term in the Separation Agreement.

"State Sanctions List" means a list that is adopted by any state Governmental Body within the United States of America pertaining to Persons that engage in investment or other commercial activities in Iran or any other country that is a target of economic sanctions imposed under U.S. Economic Sanctions Laws.

"Subsequent Rate of Interest" has the meaning specified in Section 2.8(f) of the Indenture.

"Subsidiary" means, as to any Person, any other Person in which such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar functions) of such second Person, and any partnership or joint venture if more than a fifty percent (50%) interest in the profits or capital thereof is owned by such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries (unless such partnership or joint venture can and does ordinarily take major business actions without the prior approval of such Person or one or more of its Subsidiaries). Unless the context otherwise clearly requires, any reference to a "Subsidiary" is a reference to a Subsidiary of the Issuer, including the Guarantor.

"Sustainability Framework" means the Sustainability Framework adopted by Diversified Energy Company Plc in May 2022.

"Sustainability Linked Performance Targets" means the [***] or the Methane Emissions Performance Target.

"SVO" means the Securities Valuation Office of the NAIC.

"Synthetic Lease" means, at any time, any lease (including leases that may be terminated by the lessee at any time) of any property (a) that is accounted for as an operating lease under GAAP and (b) in respect of which the lessee retains or obtains ownership of the property so leased for U.S. federal income tax purposes, other than any such lease under which such Person is the lessor.

"Tax" or "Taxes" means any and all federal, state, provincial, local, foreign and other taxes, levies, fees, imposts, duties, assessments, and other governmental charges imposed by any Governmental Body, including income, profits, franchise, withholding, employment, social security (or similar), disability, occupation, ad valorem, property, value added, capital gains, sales, goods and services, use, real or personal property, capital stock, license, branch, payroll, estimated, unemployment, severance, compensation, utility, stamp, occupation, premium, windfall profits, transfer, gains, production and excise taxes, and customs duties, together with any interest, penalties, fines or additions thereto.

"Threatened" means a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made (orally or in writing) to a Diversified Company or any officers, directors, or employees of a Diversified Company that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

"Transferor Certificate" has the meaning specified in Section 2.4(c) of the Indenture.

"Treasury Rate" means, in respect of any date of redemption of Notes pursuant to Section 10.1 of the Indenture, the yield to maturity as of the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 that has become publicly available at least two Business Days prior to the applicable Redemption Date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the Redemption Date to May 28, 2026; provided, however, that if the period from the Redemption Date to May 27, 2026, is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used. The Issuer will (1) calculate the Treasury Rate no later than the second (and no earlier than the fourth) Business Day preceding the applicable Redemption Date and (2) prior to such Redemption Date file with the Indenture Trustee an Officers' Certificate setting forth the Applicable Premium and the Treasury Rate and showing the calculation of each in reasonable detail.

"Treasury Regulations" shall mean regulations, including proposed or temporary regulations, promulgated under the Code. References herein to specific provisions of proposed or temporary regulations shall include analogous provisions of final Treasury Regulations or other successor Treasury Regulations.

"UCC" means, unless the context otherwise requires, the Uniform Commercial Code, as in effect in the relevant jurisdiction, as amended from time to time.

"U.S. Economic Sanctions Laws" means those Laws, executive orders, enabling legislation or regulations administered and enforced by the United States pursuant to which economic sanctions have been imposed on any Person, entity, organization, country or regime, including the Trading with the Enemy Act, the International Emergency Economic Powers Act, the Iran Sanctions Act, the Sudan Accountability and Divestment Act and any other OFAC Sanctions Program.

"USA PATRIOT Act" means United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

"U.S. Person" means:

(a) a citizen or resident of the United States for U.S. federal income tax purposes;

(b) an entity treated as a corporation or partnership for U.S. federal income tax purposes, except to the extent provided in applicable U.S. Department of Treasury regulations, created or organized in or under the Laws of the United States, any state or the District of Columbia, including an entity treated as a corporation or partnership for U.S. federal income tax purposes;

(c) an estate the income of which is subject to U.S. federal income taxation regardless of its source;

(d) an entity treated as a trust for U.S. federal income tax purposes if a court within the United States is able to exercise primary supervision over the administration of such trust, and one or more such U.S. Persons have the authority to control all substantial decisions of such trust; or

(e) to the extent provided in applicable U.S. Department of Treasury regulations, certain trusts in existence on August 20, 1996, which are eligible to elect to be treated as U.S. Persons.

"Voting Stock" of any specified Person as of any date means the capital stock of such Person that is at the time entitled to vote in the election of the board of directors of such Person.

"Warm Back-up Management Duties" shall have the meaning set forth in the Back-up Management Agreement.

"Warm Trigger Event" will be continuing as of any Payment Date for so long as (i) the DSCR as of such Payment Date is less than 1.15 to 1.00, (ii) the Production Tracking Rate as of such Payment Date is less than eighty percent (80%) or (iii) the LTV as of such Payment Date is greater than eighty-five percent (85%).

"Wellbore Interests" has the meaning specified in the Separation Agreement.

"Wells" has the meaning specified in the Separation Agreement.

"Working Interest" means, for any Well, that share of costs and expenses associated with the exploration, maintenance, development, and operation of such Well that the holder of the interest is required to bear and pay.

PART II - RULES OF CONSTRUCTION

(A) Accounting Terms. As used in this Appendix or the Basic Documents, accounting terms which are not defined, and accounting terms partly defined, herein or therein shall have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms in this Appendix or the Basic Documents are inconsistent with the meanings of such terms under generally accepted accounting principles, the definitions contained in this Appendix or the Basic Documents will control.

(B) "Hereof," etc.: The words "hereof," "herein" and "hereunder" and words of similar import when used in this Appendix or any Basic Document will refer to this Appendix or such Basic Document as a whole and not to any particular provision of this Appendix or such Basic Document; and Section, Schedule and Exhibit references contained in this Appendix or any Basic Document are references to Sections, Schedules and Exhibits in or to this Appendix or such Basic Document unless otherwise specified. The word "or" is not exclusive.

(C) Use of "related" as used in this Appendix and the Basic Documents, with respect to any Payment Date, the "related Payment Determination Date," the "related Collection Period," and the "related Record Date" will mean the Payment Determination Date, the Collection Period, and the Record Date, respectively, immediately preceding such Payment Date. With respect to the Divestiture Date, the "related Cutoff Date" will mean the Cutoff Date established for the closing of the transfer of Assets on the Divestiture Date.

(D) Amendments. Any agreement or instrument defined or referred to in the Basic Documents or in any instrument or certificate delivered in connection herewith shall mean such agreement or instrument as from time to time amended, modified or supplemented and includes references to all attachments thereto and instruments incorporated therein.

(E) Number and Gender. Each defined term used in this Appendix or the Basic Documents has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Appendix or the Basic Documents has a comparable meaning whether used in a masculine, feminine or gender-neutral form.

(F) Including. Whenever the term "including" (whether or not that term is followed by the phrase "but not limited to" or "without limitation" or words of similar effect) is used in this Appendix or the Basic Documents in connection with a listing of items within a particular classification, that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or exclusive listing of, the items within that classification.

(G) UCC References. Terms used herein that are defined in the New York Uniform Commercial Code, as amended, and not otherwise defined herein shall have the meanings set forth in the New York Uniform Commercial Code, as amended, unless the context requires otherwise. Any reference herein to a "beneficial interest" in a security also shall mean, unless the context requires otherwise, a security entitlement with respect to such security, and any reference herein to a "beneficial owner" or "beneficial holder" of a security also shall mean, unless the context requires otherwise, the holder of a security entitlement with respect to such security. Any reference herein to money or other property that is to be deposited in or is on deposit in a securities account shall also mean that such money or other property is to be credited to, or is credited to, such securities account.

Exhibit 4.30

CERTAIN INFORMATION IN THIS DOCUMENT, MARKED BY [***] HAS BEEN EXCLUDED. SUCH EXCLUDED INFORMATION IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED.

INDENTURE

by and among DIVERSIFIED ABS PHASE VI LLC,

as Issuer,

DIVERSIFIED ABS VI UPSTREAM LLC

and

OAKTREE ABS VI UPSTREAM LLC,

as Guarantors, and

UMB BANK, N.A.,

as Indenture Trustee and Securities Intermediary

Dated as of October 27, 2022

TABLE OF CONTENTS

THIS INDENTURE dated as of October 27, 2022 (as it may be amended and supplemented from time to time, this "Indenture") is between Diversified ABS Phase VI LLC, a Delaware limited liability company (the "Issuer"), Diversified ABS VI Upstream LLC, a Pennsylvania limited liability company ("Diversified Upstream"), and Oaktree ABS VI Upstream LLC, a Delaware limited liability company ("Oaktree Upstream" and together with Diversified Upstream, the "Guarantors"), and UMB Bank, N.A., a national banking association], as indenture trustee and not in its individual capacity (the "Indenture Trustee") and as Securities Intermediary (as defined herein).

Each party agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Noteholders of the Issuer's 7.50% Class A Notes and the Hedge Counterparties:

GRANTING CLAUSE

The Issuer and the Guarantors (collectively, the "Issuer Parties" and each, an "Issuer Party") hereby Grant to the Indenture Trustee on the Closing Date, as Indenture Trustee for the benefit of the Secured Parties, all of the Issuer Parties' right, title and interest, whether now or hereafter acquired, and wherever located, in and to, as applicable (a) the Assets and all monies received thereon and in respect thereof after the Cutoff Date; (b) the Issuer Accounts and the Hedge Collateral Accounts (but, as to the Hedge Collateral Accounts, only for the benefit of those Secured Parties who are Hedge Counterparties) and all funds on deposit in, and "financial assets" (as such term is defined in the UCC as from time to time in effect), instruments, money, and other property credited to or on deposit in the Issuer Accounts and Hedge Collateral Accounts, from time to time, including the Liquidity Reserve Account Initial Deposit, and in all investments and proceeds thereof (including all income thereon); (c) the Management Services Agreement; (d) the Hedge Agreements; (e) each Joint Operating Agreement; (f) the Back-up Management Agreement; (g) the Separation Agreements; (h) each Plan of Division; (i) each Statement of Division; (j) the Pledge Agreement; (k) each other Basic Document to which it is a party; (l) all accounts, chattel paper, commercial tort claims, deposit accounts, documents, general intangibles, goods, instruments, investment property, letter-of-credit rights, letters of credit, money, and oil, gas, and other minerals; (m) all proceeds of any and all of the foregoing insofar as relating to the Assets and all present and future claims, demands, causes of action and choses in action in respect of any or all of the foregoing insofar as relating to the Assets and all payments on or under and all proceeds of every kind and nature whatsoever in respect of any or all of the foregoing insofar as relating to the Assets, including all proceeds of the conversion thereof, voluntary or involuntary, into cash or other liquid property, all cash proceeds, accounts, accounts receivable, notes, drafts, acceptances, chattel paper, checks, deposit accounts, insurance proceeds, condemnation awards, rights to payment of any and every kind and other forms of obligations and receivables, instruments, general intangibles and other property which at any time constitute all or part of or are included in the proceeds of any of the foregoing; (n) all limited liability company interests in each Guarantor, including, without limitation: (i) all limited liability company interests, as such term is defined in the Delaware Limited Liability Company Act; (ii) all governance rights, including, without limitation, all rights to vote, consent to action, and otherwise participate in the management of the business and affairs of each Issuer Party; and (iii) all informational rights, including, without limitation, all rights to receive notices, company records, tax records and all other information related to each such party, and (o) all proceeds of any and all of the foregoing (collectively, the "Collateral").

The foregoing Grant is made in trust to secure the payment of principal of and interest on, and any other amounts owing in respect of, the Notes and payments owed or owing to the Hedge Counterparties under the applicable Hedge Agreements (including any termination payments and any other amounts owed or owing thereunder), equally and ratably without prejudice, priority or distinction, and to secure compliance with the provisions of this Indenture, all as provided in this Indenture.

The Indenture Trustee, as Indenture Trustee on behalf of the Noteholders of the Notes and each Hedge Counterparty, acknowledges such Grant, and accepts the trusts under this Indenture in accordance with the provisions of this Indenture and agrees to perform its duties required in this Indenture.

ARTICLE I

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.1 Definitions.

Certain capitalized terms used in this Indenture shall have the respective meanings assigned to them in Part I of Appendix A attached hereto. All references herein to "the Indenture" or "this Indenture" are to this Indenture as it may be amended, supplemented or modified from time to time, the exhibits hereto and the capitalized terms used herein which are defined in such Appendix A. All references herein to Articles, Sections, subsections and exhibits are to Articles, Sections, subsections and exhibits contained in or attached to this Indenture unless otherwise specified. All terms defined in this Indenture shall have the defined meanings when used in any certificate, notice, Note or other document made or delivered pursuant hereto unless otherwise defined therein. The rules of construction set forth in Part II of such Appendix A shall be applicable to this Indenture.

ARTICLE II

THE NOTES

Section 2.1 Form.

(a) The Notes, together with the Indenture Trustee's certificate of authentication, shall be in substantially the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may, consistently herewith, be determined by the officers of the Issuer executing such Notes, as evidenced by their execution of the Notes. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

(b) The Definitive Notes and the Global Notes representing Book-Entry Notes shall be typewritten, printed, lithographed or engraved or produced by any combination of these methods (with or without steel engraved borders), all as determined by the officers of the Issuer executing such Notes, as evidenced by their execution of such Notes.

(c) Each Note shall be dated the date of its authentication. The terms of the Notes set forth in Exhibit A are part of the terms of this Indenture.

(d) The Class A-1 Notes will be issued as Definitive Notes and the Class A-2 Notes will be issued as Global Notes.

Section 2.2 Execution, Authentication and Delivery.

(a) The Notes shall be executed on behalf of the Issuer by any of its authorized officers. The signature of any such authorized officer on the Notes may be manual or facsimile.

(b) Notes bearing the manual or facsimile signature of individuals who were at any time authorized officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Notes or did not hold such offices at the date of such Notes.

(c) The Indenture Trustee shall upon receipt of an Issuer Order authenticate and deliver the Notes for original issue in an aggregate initial principal amount of $460,000,000. The aggregate principal amount of the Notes outstanding at any time may not exceed such amount except as provided in Section 2.6. Without limiting the generality of the foregoing, the Issuer Order shall specify whether the Notes shall be issuable as Definitive Notes or as Book-Entry Notes.

(d) Each Note shall be dated the date of its authentication. Except as otherwise described in this paragraph, the Notes shall be issuable as registered Notes in minimum denominations of $1,000,000 and in integral multiples of $1,000 in excess thereof. Notwithstanding any other provision in this Indenture or the Note Purchase Agreement, transfers of ownership or beneficial interests or participations in the Notes shall not be recognized if the result of such a transfer or participation is the creation of ownership or beneficial ownership of such Note in a principal amount that is less than the minimum denominations set forth in this Section 2.2, provided that if necessary to enable the registration of transfer by a holder of its entire holding of Notes, one Note may be in a denomination of less than the required minimum denomination.

(e) No Note shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Note a certificate of authentication substantially in the form provided for herein executed by the Indenture Trustee by the manual signature of one of its authorized signatories, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly authenticated and delivered hereunder.

Section 2.3 Form of Notes.

(a) If the Issuer establishes pursuant to Section 2.2(c) that the Notes are to be issued as Book-Entry Notes, then the Issuer will execute and the Indenture Trustee or its agent will, in accordance with Section 2.2, authenticate and deliver, one or more definitive Global Notes, which (1) will represent, and will be denominated in an amount equal to the aggregate initial Note balance to be represented by such Global Note or Notes, or such portion thereof as the Issuer will specify in an Issuer Order, (2) will be registered in the name of the Depository for such Global Note or Notes or its nominee; (3) will be delivered by the Indenture Trustee or its agent to the Depository or pursuant to the Depository's instruction (and which may be held by the Indenture Trustee or an agent of the Indenture Trustee as custodian for the Depository, if so specified in the related Depository Agreement), (4) if applicable, will bear a legend substantially to the following effect: "Unless this Note is presented by an authorized representative of the Depository, to the Issuer or its agent for registration of transfer, exchange or payment, and any Note issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of the Depository (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of the Depository), any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein" and (5) may bear such other legend as the Issuer, upon advice of counsel, deems to be applicable.

(b) The Note Registrar and the Indenture Trustee may deal with the Depository as the sole Noteholder of the Book-Entry Notes except as otherwise provided in this Indenture.

(c) The rights of the Noteholders may be exercised only through the Depository and will be limited to those established by law and agreements between the Noteholders and the Depository and/or its participants under the Depository Agreement.

(d) The Depository will make book-entry transfers among its participants and receive and transmit payments of principal of and interest on the Book-Entry Notes to the participants.

(e) The Indenture Trustee, the Note Registrar, and the Paying Agent shall have no responsibility or liability for any actions taken or not taken by the Depository.

(f) If this Indenture requires or permits actions to be taken based on instructions or directions of the Noteholders of a stated percentage of the Outstanding Amount of the Notes, the Depository will be deemed to represent those Noteholders only if it has received instructions to that effect from Noteholders and/or the Depository's participants owning or representing, the required percentage of the beneficial interest of the Notes and has delivered the instructions to the Indenture Trustee.

(g) The Issuer in issuing Notes may use "CUSIP" numbers (if then generally in use), and, if so, the Indenture Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Noteholders; provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption shall not be affected by any defect in or omission of such numbers. The Issuer will promptly notify the Indenture Trustee and each Noteholder in writing of any change in the "CUSIP" numbers.

(h) Transfers of Global Notes only to Depository Nominees. Notwithstanding any other provisions of this Section 2.3 or of Section 2.4, and subject to the provisions of clause (i) below, unless the terms of a Global Note expressly permits such Global Note to be exchanged in whole or in part for individual Notes, a Global Note may be transferred, in whole but not in part and in the manner provided in Section 2.4, only to a nominee of the Depository for such Global Note, or to the Depository, or a successor Depository for such Global Note selected or approved by the Issuer, or to a nominee of such successor Depository.

(i) Limited Right to Receive Definitive Notes. Except under the limited circumstances described below, Noteholders of beneficial interests in Global Notes will not be entitled to receive Definitive Notes. With respect to issued Notes:

(i) If at any time the Depository for a Global Note notifies the Issuer that it is unwilling or unable to continue to act as Depository for such Global Note, the Issuer will appoint a successor Depository with respect to such Global Note. If a successor Depository for such Global Note is not appointed by the Issuer within ninety (90) days after the Issuer receives such notice or becomes aware of such ineligibility, the Issuer will execute, and the Indenture Trustee or its agent will, in accordance with Section 2.4 and with the Issuer Order delivered to the Indenture Trustee or its agent under Section 2.4 requesting the authentication and delivery of individual Notes of such Series or Class in exchange for such Global Note, will authenticate and deliver, individual Notes of such Class of like tenor and terms in an aggregate initial Note balance equal to the initial Note balance of the Global Note in exchange for such Global Note.

(ii) The Issuer may at any time and in its sole discretion determine that the Notes of any Class or portion thereof issued or issuable in the form of one or more Global Notes will no longer be represented by such Global Note or Notes. In such event the Issuer will execute, and the Indenture Trustee or its agent in accordance with Section 2.4 and with an Officer's Certificate delivered to the Indenture Trustee or its agent for the authentication and delivery of individual Notes in exchange in whole or in part for such Global Note, will authenticate and deliver individual Notes of like tenor and terms in definitive form in an aggregate initial Note balance equal to the initial Note balance of such Global Note or Notes representing such portion thereof in exchange for such Global Note or Notes.

(iii) If specified by the Issuer pursuant to Sections 2.2 and 2.4 with respect to Notes issued or issuable in the form of a Global Note, the Depository for such Global Note may surrender such Global Note in exchange in whole or in part for individual Notes of like tenor and terms in definitive form on such terms as are acceptable to the Issuer and such Depository. Thereupon the Issuer will execute, and the Indenture Trustee or its agent will, in accordance with Section 2.2 and with the Issuer Order delivered to the Indenture Trustee or its agent under Section 2.2, authenticate and deliver, without service charge, (A) to each Person specified by such Depository a new Note or Notes of like tenor and terms and of any authorized denomination as requested by such Person in an aggregate initial Note balance equal to the initial Note balance of the portion of the Global Note or Notes specified by the Depository and in exchange for such Person's beneficial interest in the Global Note; and (B) to such Depository a new Global Note of like tenor and terms and in an authorized denomination equal to the difference, if any, between the initial Note balance of the surrendered Global Note and the aggregate initial Note balance of Notes delivered to the Noteholders thereof.

(iv) If any Event of Default has occurred with respect to such Global Notes, and Noteholders evidencing more than 50% of the Global Notes (measured by voting interests) advise the Indenture Trustee and the Depository that a Global Note is no longer in the best interest of the Noteholders, the applicable Purchasers of Global Notes may exchange their beneficial interests in such Notes for Definitive Notes in accordance with the exchange provisions herein.

(v) In any exchange provided for in any of the preceding four paragraphs, the Issuer will execute and the Indenture Trustee or its agent will, in accordance with Section 2.2 and with the Issuer Order delivered to the Indenture Trustee or its agent under Section 2.2, authenticate and deliver Definitive Notes in definitive registered form in authorized denominations. Upon the exchange of the entire initial Note balance of a Global Note for Definitive Notes, such Global Note will be canceled by the Indenture Trustee or its agent. Except as provided in the preceding paragraphs, Notes issued in exchange for a Global Note pursuant to this Section will be registered in such names and in such authorized denominations as the Depository for such Global Note, pursuant to instructions from its direct or indirect participants or otherwise, will instruct the Indenture Trustee or the Note Registrar. The Indenture Trustee or the Note Registrar will deliver such Notes to the Persons in whose names such Notes are so registered.

Section 2.3A Beneficial Ownership of Global Notes.

Until Definitive Notes have been issued to the applicable Noteholders to replace any Global Notes pursuant to Section 2.3(a):

(a) the Issuer and the Indenture Trustee may deal with the applicable clearing agency or Depository and the Depository Participants for all purposes (including the making of payments) as the authorized representatives of the respective Noteholders; and

(b) the rights of the respective Noteholders will be exercised only through the applicable Depository and the Depository Participants and will be limited to those established by law and agreements between such Noteholders and the Depository and/or the Depository Participants. Pursuant to the operating rules of the applicable Depository, unless and until Definitive Notes are issued pursuant to Section 2.3(a), the Depository will make book-entry transfers among the Depository Participants and receive and transmit payments of principal and interest on the related Notes to such Depository Participants.

For purposes of any provision of this Indenture requiring or permitting actions with the consent of, or at the direction of, Noteholders evidencing a specified percentage of the Outstanding Principal Balance of Outstanding Notes, such direction or consent may be given by Noteholders (acting through the Depository and the Depository Participants) owning interests in or security entitlements to Notes evidencing the requisite percentage of principal amount of Notes.

Section 2.3B Notices to Depository.

Whenever any notice or other communication is required to be given to Noteholders with respect to which Book-Entry Notes have been issued, unless and until Definitive Notes will have been issued to the related Noteholders, the Indenture Trustee will give all such notices and communications to the applicable Depository, and shall have no obligation to report directly to such Noteholders.

Section 2.4 Transfer Restrictions on Notes.

(a) No transfer of any Note or any interest therein (including, without limitation, by pledge or hypothecation) shall be made except in compliance with the restrictions on transfer set forth in this Section 2.4 (including the applicable legend to be set forth on the face of each Note as provided in the Exhibits to this Indenture). Any resale, pledge or other transfer of any of the Notes contrary to the restrictions set forth above and elsewhere in this Indenture shall be deemed void ab initio by the Issuer and Indenture Trustee.

(b) Notwithstanding anything to the contrary contained herein, each Note and this Indenture may be amended or supplemented to modify the restrictions on and procedures for resale and other transfers of the Notes to reflect any change in applicable Law or regulation (or the interpretation thereof). Each Noteholder shall, by its acceptance of such Note, have agreed to any such amendment or supplement.

(c) As of the date of this Indenture, the Notes have not been registered under the Securities Act and will not be listed on any exchange. No Note shall be transferred or assigned, and no interest in any Note shall be transferred or assigned, unless the Noteholder and the transferee or assignee, as applicable, comply with the terms and conditions of this Section 2.4. No transfer of a Note shall be made unless such transfer is made pursuant to an effective registration statement under the Securities Act and any applicable state securities Laws or is exempt from the registration requirements under the Securities Act and such state securities Laws. Except in a transfer to Diversified or OCM or by Diversified or OCM to an Affiliate thereof, in the event that a transfer is to be made in reliance upon an exemption from the Securities Act and state securities Laws, in order to assure compliance with the Securities Act and such Laws, the Noteholder desiring to effect such transfer and such Noteholder's prospective transferee shall each certify to the Issuer, the Indenture Trustee and Diversified in writing the facts surrounding the transfer in substantially the forms set forth in Exhibit B (the "Transferor Certificate") and Exhibit C (the "Investment Letter"). Each Noteholder desiring to effect such a transfer shall, by its acceptance of such Note, have agreed to indemnify the Issuer, the Indenture Trustee, Diversified (in any capacity) and OCM against any liability that may result if the transfer is not so exempt or is not made in accordance with federal and state securities Laws.

(d) Subject to the other terms and provisions hereof, any Noteholder may at any time grant to any participant participations in all or part of the payments due to it, and its rights under this Indenture and the Note Purchase Agreement, in a minimum amount that is not less than the minimum denominations set forth in Section 2.2. No participant shall be entitled to receive any amount in excess of the amount the participating Noteholder would be entitled to receive hereunder or any of the other Basic Documents. In connection with any such transfer to a participant, such Noteholder, at its sole discretion but subject to the provisions of the Note Purchase Agreement, shall be entitled to distribute to any participant any information furnished to such Noteholder pursuant to the Note Purchase Agreement or the Indenture so long as the participant holds a participation or similar interest in the obligation due to such Noteholder in respect of the Noteholder's respective Note. Each Noteholder, by acceptance of a Note, acknowledges and agrees that any such participation will not alter or affect in any way whatsoever such Noteholder's direct obligations hereunder or under the Note Purchase Agreement and that, other than as set forth in this Section 2.4(d), none of the Issuer, the Indenture Trustee, the Manager or any other Person shall have any obligation to have any communication or relationship whatsoever with any participant of such Noteholder in order to enforce the obligations of such Noteholder hereunder and under the Note Purchase Agreement. Each Noteholder shall provide prior written notice to the Issuer and Diversified in writing of the identity and interest of each participant upon any such participation. Such Noteholder shall provide the Issuer and Diversified with respect to each participant appropriately executed copies of the forms required by this Section 2.4 and Section 2.12 with respect to itself and the related participant, treating the participant as though it were a Noteholder, and including any amendments and resubmissions, (A) prior to or promptly after any such participation and (B) upon the occurrence of any event which would require the amendment or resubmission of any such form previously provided hereunder. Any participation shall be subject to the Noteholder's compliance with, and causing the participant to comply with, the restrictions on transfer of Notes set forth herein as though a participant were a Noteholder, and the purchaser acknowledgements set forth herein, as though such participant were a Noteholder. Notwithstanding anything herein to the contrary, neither the Indenture Trustee nor the Note Registrar shall have any duty to monitor, record or register any participation in a Note or any transfer of such participation, and regardless of whether the Indenture Trustee or Note Registrar has knowledge of such a participation, the Indenture Trustee and the Note Registrar shall be entitled to deal solely with the Noteholders for all purposes under this Indenture.

(e) By acquiring a Note, each purchaser, transferee and owner of a beneficial interest in such Note will be deemed to represent that either (1) it is not acquiring the Notes with the assets of any Plan or (2) the acquisition and holding of such Notes will not give rise to a nonexempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of Similar Law. Each Note will bear a legend reflecting such deemed representation.

Section 2.5 Registration; Registration of Transfer and Exchange.

(a) The Issuer shall cause a note registrar (the "Note Registrar") to keep a register (the "Note Register") in which the Note Registrar shall provide for the registration of Notes and the registration of transfers of Notes. All Notes shall be maintained in "registered form" under Treasury Regulation Section 5f.103-1(c), proposed Treasury Regulation Section 1.163-5 and any applicable temporary, final or other successor regulations. The name and address of each Noteholder, each transfer thereof and the name and address of each transferee of one or more Notes shall be recorded in such Note Register, together with the principal amount (and stated interest) of the Notes owing to the Noteholder of such Notes. Prior to due presentment for registration of transfer, the person in whose name any Note shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof, and the Note Registrar shall not be affected by any notice or knowledge to the contrary. No transfer shall be effective unless recorded in the Note Register. The Indenture Trustee initially shall be the Note Registrar for the purpose of registering Notes and transfers of Notes as herein provided. Upon any resignation of any Note Registrar, the Issuer shall promptly appoint a successor or, if it elects not to make such an appointment, assume the duties of Note Registrar.

(b) If a Person other than the Indenture Trustee is appointed by the Issuer as Note Registrar, the Issuer will give the Indenture Trustee and the Noteholders prompt written notice of the appointment of such Note Registrar and of the location, and any change in the location, of the Note Register, and the Indenture Trustee shall have the right to inspect the Note Register at all reasonable times and to obtain copies thereof, and the Indenture Trustee shall have the right to rely upon a certificate executed on behalf of the Note Registrar by an Executive Officer thereof as to the names and addresses of the Noteholders and the principal amounts and number of such Notes; provided that, upon the reasonable request of any Noteholder, the Note Registrar and the Indenture Trustee shall provide a copy of such certificate to such Noteholder.

(c) Upon surrender for registration of transfer of any Note at the office or agency of the Issuer to be maintained as provided in Section 4.2, the Issuer shall execute, and the Indenture Trustee shall authenticate and the Noteholder shall obtain from the Indenture Trustee, in the name of the designated transferee or transferees, one or more new Notes in any authorized denominations, of a like aggregate principal amount.

(d) At the option of the Noteholder, Notes may be exchanged for other Notes in any authorized denominations, of a like aggregate principal amount, upon surrender of the Notes to be exchanged at such office or agency. Whenever any Notes are so surrendered for exchange the Issuer shall execute, and the Indenture Trustee shall authenticate and the Noteholder shall obtain from the Indenture Trustee, the Notes which the Noteholder making the exchange is entitled to receive.

(e) All Notes issued upon any registration of transfer or exchange of Notes shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Notes surrendered upon such registration of transfer or exchange.

(f) Every Note presented or surrendered for registration of transfer or exchange shall be duly endorsed by, or be accompanied by a written instrument of transfer in form satisfactory to the Note Registrar duly executed by, the Noteholder thereof or such Noteholder's attorney duly authorized in writing, with such signature guaranteed by an "eligible guarantor institution" meeting the requirements of the Note Registrar, which requirements may include membership or participation in the Securities Transfer Agent's Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Note Registrar in addition to, or in substitution for, STAMP.

(g) No service charge shall be made to a Noteholder for any registration of transfer or exchange of Notes, but the Issuer or the Note Registrar may require payment by such Noteholder of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Notes, other than exchanges pursuant to Section 9.5 not involving any transfer.

(h) The preceding provisions of this Section 2.5 notwithstanding, the Issuer shall not be required to make and the Note Registrar need not register transfers or exchanges of Notes selected for redemption or of any Note for a period of fifteen (15) days preceding the due date for any payment with respect to the Note.

(i) Any purported transfer of a Note not in accordance with this Section 2.5 shall be null and void and shall not be given effect for any purpose whatsoever.

(j) Transfers of Ownership Interests in Global Notes. Transfers of beneficial interests in a Global Note representing Book-Entry Notes may be made only in accordance with the rules and regulations of the Depository and the transfer restrictions contained in the legend on such Global Note and exchanges or transfers of interests in a Global Note may be made only in accordance with the following:

(i) General Rules Regarding Transfers of Global Notes. Subject to clauses (i) and (ii) of this Section 2.5(j), transfers of a Global Note representing Book-Entry Notes shall be limited to Transfers of such Global Note in whole, but not in part, to nominees of the Depository or to a successor of the Depository or such successor's nominee.

(ii) Global Note to Definitive Note. Subject to Section 2.3(i), an owner of a beneficial interest in a Global Note deposited with or on behalf of a Depository may at any time transfer such interest for a Definitive Note, upon provision to the Indenture Trustee, the Issuer and the Note Registrar of a Transferor Certificate.

Notwithstanding anything herein to the contrary, the Indenture Trustee shall not be responsible for ascertaining whether any transfer complies with, or for otherwise monitoring or determining compliance with, the requirements or terms of the Securities Act, applicable state securities laws, ERISA, the Code or any other applicable Law.

Section 2.6 Mutilated, Destroyed, Lost or Stolen Notes.

(a) If (i) any mutilated Note is surrendered to the Indenture Trustee or Note Registrar, or the Indenture Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (ii) there is delivered to the Indenture Trustee such security or indemnity as may be required by it to hold the Issuer and the Indenture Trustee harmless, then, in the absence of notice to the Issuer, the Note Registrar or the Indenture Trustee that such Note has been acquired by a protected purchaser, the Issuer shall execute, and upon its request the Indenture Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a replacement Note; provided, however, that if any such destroyed, lost or stolen Note, but not a mutilated Note, shall have become or within seven (7) days shall be due and payable, or shall have been called for redemption, instead of issuing a replacement Note, the Issuer may pay such destroyed, lost or stolen Note when so due or payable or upon the Redemption Date without surrender thereof. If, after the delivery of such replacement Note or payment of a destroyed, lost or stolen Note pursuant to the proviso to the preceding sentence, a protected purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the Issuer and the Indenture Trustee shall be entitled to recover such replacement Note (or such payment) from the Person to whom it was delivered or any Person taking such replacement Note from such Person to whom such replacement Note was delivered or any assignee of such Person, except a protected purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Issuer or the Indenture Trustee in connection therewith.

(b) Upon the issuance of any replacement Note under this Section 2.6, the Issuer shall pay to the Indenture Trustee any reasonable expenses in connection therewith, and the Issuer may require the payment by the Noteholder of each such Note of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other reasonable expenses (including the fees and expenses of the Indenture Trustee) connected therewith.

(c) Every replacement Note issued pursuant to this Section 2.6 in replacement of any mutilated, destroyed, lost or stolen Note shall constitute an original additional contractual obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

(d) The provisions of this Section 2.6 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

Section 2.7 Persons Deemed Owner. Prior to due presentment for registration of transfer of any Note, the Issuer, the Indenture Trustee and any agent of the Issuer or the Indenture Trustee may treat the Person in whose name any Note is registered (as of the day of determination) as the owner of such Note for the purpose of receiving payments of principal of and interest, if any, on such Note and for all other purposes whatsoever, whether or not such Note be overdue, and none of the Issuer, the Indenture Trustee or any agent of the Issuer or the Indenture Trustee shall be affected by notice or knowledge to the contrary.

Section 2.8 Payment of Principal and Interest; Defaulted Interest.

(a) The Notes shall accrue interest during the related Interest Accrual Period at the Interest Rate, and such interest shall be payable on each Payment Date in accordance with the priorities set forth in Section 8.6. Interest on the Notes will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

(b) The Issuer will pay interest on the Notes at the Interest Rate on each Payment Date on the principal amount of the Notes outstanding on the preceding Payment Date (after giving effect to all payments of principal made on the preceding Payment Date). Any installment of interest or principal payable on a Note that is punctually paid or duly provided for by the Issuer on the applicable Payment Date shall be paid to the Person in whose name such Note is registered on the Record Date by wire transfer in immediately available funds to the account designated by such person or nominee and except for the final installment of principal payable with respect to such Note on a Payment Date or on the applicable Final Scheduled Payment Date (and except for the Redemption Price or Change of Control Redemption Price, as applicable, for any Note called for redemption pursuant to Section 10.1) which shall be payable as provided below.

(c) Prior to the occurrence of an Event of Default and a declaration in accordance with Section 5.2 that the Notes have become immediately due and payable, the Outstanding Amount of the Notes shall be payable in full on the Final Scheduled Payment Date and, to the extent of funds available therefor, in installments on the Payment Dates (if any) preceding the Final Scheduled Payment Date, in the amounts and in accordance with the priorities set forth in Section 8.6(ii).

(d) Notwithstanding the foregoing, the entire unpaid principal amount of the Notes shall be due and payable, if not previously paid, on the date on which an Event of Default shall have occurred and be continuing, and either (i) the Indenture Trustee (at the direction of the Majority Noteholders) or the Majority Noteholders have declared the Notes to be immediately due and payable in the manner provided in Section 5.2 or (ii) such Event of Default arises as a result of an event set forth in Section 5.1(a)(iv) or (v). In such case, principal shall be paid in accordance with the priorities set forth in Section 8.6(ii). The Indenture Trustee shall notify the Person in whose name a Note is registered at the close of business on the Record Date preceding the Payment Date on which the Issuer expects that the final installment of principal of and interest on such Note will be paid. Such notice shall be mailed prior to such final Payment Date and shall specify that such final installment will be payable only upon presentation and surrender of such Note and shall specify the place where such Note may be presented and surrendered for payment of such installment. Notices in connection with redemptions of Notes shall be mailed to Noteholders as provided in Section 10.2.

(e) If the Issuer defaults in a payment of interest on any Note, the Issuer shall pay defaulted interest (plus interest on such defaulted interest to the extent lawful) at the Interest Rate plus an additional rate of 2.00% per annum default rate to the Interest Rate, in any lawful manner. Such default interest will be due and payable on the immediately succeeding Payment Date.

(f) If, as of the Notification Date, (x) either Sustainability Linked Performance Target has not been satisfied or (y) the External Verifier has not confirmed satisfaction of each Sustainability Linked Performance Target, the Interest Rate shall be increased once by 25 basis points for each Sustainability Linked Performance Target that has not been satisfied or confirmed by the External Verifier (the "Subsequent Rate of Interest"). The Subsequent Rate of Interest will apply from and including the Interest Rate Step Up Trigger Date up to, and including, the maturity date of the Notes. The Indenture Trustee may conclusively rely on the Officer's Certificate delivered by the Issuer with respect to the Satisfaction Notification and shall have no duty to monitor or confirm the Issuer's satisfaction of either Sustainability Linked Performance Target.

Section 2.9 Cancellation. All Notes surrendered for payment, registration of transfer, exchange or redemption shall be delivered to the Indenture Trustee and shall be promptly cancelled by the Indenture Trustee. The Issuer may at any time deliver to the Indenture Trustee for cancellation any Notes previously authenticated and delivered hereunder which the Issuer may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly cancelled by the Indenture Trustee. No Notes shall be authenticated in lieu of or in exchange for any Notes cancelled as provided in this Section 2.9, except as expressly permitted by this Indenture. All cancelled Notes may be held or disposed of by the Indenture Trustee in accordance with its standard retention or disposal policy as in effect at the time unless the Issuer shall direct by an Issuer Order that they be returned to it; provided, that such Issuer Order is timely and the Notes have not been previously disposed of by the Indenture Trustee. The Indenture Trustee shall provide notice to each Rating Agency of all cancelled Notes.

Section 2.10 Release of Collateral. Subject to Section 12.1 and the terms of the Basic Documents, and other than any distribution to the Issuer pursuant to Section 8.6(i)(N), Section 8.6(ii)(F) or Section 8.7(d), the Indenture Trustee shall release property from the lien of this Indenture only in accordance with the terms of this Indenture and upon receipt of (i) an Issuer Request accompanied by an Officer's Certificate of the Issuer stating that such release is permitted by the terms of this Indenture and that the conditions precedent to such release have been satisfied and (ii) in the event the Issuer requests a release of all or substantially all of the Collateral, a written consent to such release from each Hedge Counterparty and each Noteholder. With respect to clause (ii) in the foregoing sentence, any release of Collateral shall require 10 Business Days advance written notice from the Issuer to each Noteholder and each Hedge Counterparty.

Section 2.11 Definitive Notes. The Class A-1 Notes, upon original issuance, will be in the form of Definitive Notes. Upon the issuance of Definitive Notes, the Indenture Trustee shall recognize the Noteholders of the Definitive Notes as Noteholders.

Section 2.12 Tax Treatment.

(a) The Issuer has entered into this Indenture, and the Notes will be issued, with the intention that, for federal, state and local income, single business and franchise tax purposes, the Notes will qualify as indebtedness secured by the Collateral. Each Noteholder, by its acceptance of a Note, agrees to treat Notes (other than Notes held by any equity holder of the Issuer (including any entity whose separate existence from the Issuer or the equity holder of the Issuer is disregarded for federal income tax purposes), any other persons who are members of an "expanded group" or "modified expanded group" with the Issuer within the meaning of the Treasury Regulations under Section 385 of the Code, but only so long as such Notes are held by such person, or as otherwise required by law) for all purposes including federal, state and local income, single business and franchise tax purposes as indebtedness of the Issuer.

(b) Each Noteholder, by its acceptance of a Note agrees to provide to the Person from whom it receives payments on the Notes (including the Paying Agent) the Noteholder Tax Identification Information and, upon request, to the extent FATCA Withholding Tax is applicable, the Noteholder FATCA Information.

(c) Each Noteholder, by its acceptance of a Note, agrees that the Indenture Trustee has the right to withhold any amounts (properly withholdable under Law and without any corresponding gross-up) payable to a Noteholder or holder of an interest in a Note that fails to comply with the requirements of Section 2.12(b).

Section 2.13 CUSIP Numbers. The Issuer shall obtain "CUSIP" numbers in connection with the Notes. The Indenture Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Noteholders; provided, that any such notice may state that no representation is made as to the correctness of such "CUSIP" numbers either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes and any such redemption shall not be affected by any defect in or omission of such numbers. The Issuer will promptly notify the Indenture Trustee in writing of any change in the "CUSIP" numbers.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

The Issuer represents and warrants as of the Closing Date as follows:

Section 3.1 Organization and Good Standing.

(a) The Issuer (i) is duly organized, validly existing, and in good standing under the Laws of the State of Delaware and (ii) will be duly qualified in Oklahoma within five (5) Business Days of the Closing Date, and (iii) has full power and authority under its Organizational Documents to conduct its business as it is now being conducted, and to own or use the properties and assets that it purports to own or use.

(b) Diversified Upstream (i) is duly organized, validly existing, and in good standing under the Laws of Pennsylvania and (ii) will be duly qualified in Oklahoma within five (5) Business Days of the Closing Date, and (iii) has full power and authority under its Organizational Documents to conduct its business as it is now being conducted, and to own or use the properties and assets that it purports to own or use.

(c) Oaktree Upstream (i) is duly organized, validly existing, and in good standing under the Laws of Delaware and (ii) will be duly qualified in Oklahoma within five (5) Business Days of the Closing Date, and (iii) has full power and authority under its Organizational Documents to conduct its business as it is now being conducted, and to own or use the properties and assets that it purports to own or use.

Section 3.2 Authority; No Conflict.

(a) The execution, delivery, and performance of this Indenture and the Basic Documents and the performance of the Contemplated Transactions have been duly and validly authorized in accordance with the Organizational Documents of each of the Issuer Parties, as applicable.

(b) This Indenture has been duly executed and delivered by the Issuer Parties and all instruments executed and delivered by any of the Issuer Parties at or in connection with the Closing have been duly executed and delivered by such Issuer Parties.

(c) This Indenture constitutes the legally valid and binding obligation of the Issuer Parties, enforceable against the Issuer Parties in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and or other similar Laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at Law).

(d) Neither the execution and delivery of this Indenture or the instruments executed in connection herewith by the Issuer Parties nor the consummation or performance of any of the Contemplated Transactions or Basic Documents by the Issuer Parties shall, directly or indirectly (with or without notice or lapse of time or both):

(i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of the Issuer Parties, as applicable, or (B) any resolution adopted by the board of directors, board of managers, stockholders, members, or partners of the Issuer Parties, as applicable;

(ii) in any material respect, contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to notification of or to challenge any of the Contemplated Transactions or Basic Documents, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any Contract or agreement or any Law or Order to which any of the Issuer Parties, or any of the Assets, may be subject;

(iii) in any material respect, contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that relates to the Assets; or

(iv) result in the imposition or creation of any Encumbrance or give rise to any right of termination, cancellation, or acceleration under any of the terms, conditions, or provisions of any Lease, Contract, note, bond, mortgage, indenture, license, or other material agreement with respect to any of the Assets, other than any Encumbrance or Lien arising in favor of the Indenture Trustee pursuant to the Basic Documents.

Section 3.3 Legal Proceedings; Orders. Except as set forth on Schedule 3.3 hereto, there is no pending Proceeding against any of the Issuer Parties or any of their Affiliates (a) that relates to or may affect any of the Assets that could reasonably be expected to have a Material Adverse Effect; or (b) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise materially interfering with, any of the Contemplated Transactions or Basic Documents. To the Issuer Parties' Knowledge, (x) no Proceeding of the type referenced above has been Threatened, (y) there is no Order adversely affecting the use or ownership of the Assets to which any of the Issuer Parties, or any of the Assets, is subject, and (z) there is no Order or Proceeding restraining, enjoining, or otherwise prohibiting or making illegal the consummation of the Contemplated Transactions or Basic Documents or which could reasonably be expected to result in a material diminution of the benefits contemplated by this Indenture or the Contemplated Transactions or Basic Documents.

Section 3.4 Compliance with Laws and Governmental Authorizations.

(a) The Assets have been owned in all material respects in accordance with all Laws of all Governmental Bodies having or asserting jurisdiction relating to the ownership and operation thereof, including the production of Hydrocarbons attributable thereto.

(b) Except as set forth on Schedule 3.4(b) hereto, to the Knowledge of the Diversified Companies, all necessary Governmental Authorizations with regard to the ownership of any of the Issuer Parties' interest in the Assets have been obtained and no violations exist or have been recorded in respect of such Governmental Authorizations.

(c) None of the Issuer Parties nor any of their Affiliates have received any written notice of any violation of any Laws in any material respect or of any Governmental Authorization in connection with the ownership of the Assets that has not been corrected or settled, and there are no Proceedings pending or, to the Issuer Parties' Knowledge, threatened that might result in any material modification, revocation, termination or suspension of any Governmental Authorization or which would require any material corrective or remedial action by any of the Issuer Parties or any of its Affiliates.

Section 3.5 Title to Property; Leases. Each Issuer Party has good and sufficient title to its properties that individually or in the aggregate are material, including all such properties purported to have been acquired by each Issuer Party, as applicable, from DP Tapstone pursuant to the Diversified Separation Agreement or from OCM pursuant to the Oaktree Separation Agreement, as applicable, in each case free and clear of Liens other than Permitted Liens.

Section 3.6 Vesting of Title to the Wellbore Interests. Pursuant to the Asset Vesting Documents, title to the Wellbore Interests will vest in the Issuer Parties (as applicable), and each Issuer Party will have valid legal and beneficial title thereto, in each case subject to no prior Lien, mortgage, security interest, pledge, adverse claim, charge or other encumbrance, other than the Permitted Liens. Prior to the Diversified Separation, DP Tapstone had valid legal and beneficial title to the DP Tapstone Wellbore Interests and had not assigned to any Person any of its right, title or interest in any DP Tapstone Wellbore Interests, other than in connection with any Liens that are being released on or before the Closing Date or any Permitted Liens. Prior to the Oaktree Separation, OCM had valid legal and beneficial title to the OCM Wellbore Interests and had not assigned to any Person any of its right, title or interest in any OCM Wellbore Interests, other than in connection with any Liens that are being released on or before the Closing Date or any Permitted Liens.

Section 3.7 Compliance with Leases. The Issuer Parties are in compliance in all material respects with each Lease to the extent relating to an Asset, including all express and implied covenants thereunder. No material written demands or notices of default or non-compliance or dispute (including those received electronically) with respect to a Lease to the extent relating to an Asset have been issued to or received by the Issuer Parties that remain uncured or outstanding.

Section 3.8 Material Indebtedness. None of the Issuer Parties has any material Indebtedness other than Permitted Indebtedness.

Section 3.9 Employee Benefit Plans. Except as set forth on Schedule 3.9 hereto, neither any of the Issuer Parties nor, to the extent it would reasonably be expected to have a Material Adverse Effect, any ERISA Affiliate maintains or has ever maintained any Plans (including any Non-U.S. Plan) or has ever had any obligations to make any contribution to a Multiemployer Plan.

Section 3.10 Use of Proceeds; Margin Regulations. The Issuer Parties will apply the proceeds of the sale of the Notes hereunder (i) to finance the acquisition of the Assets pursuant to the Separation Agreements, (ii) to fund the Liquidity Reserve Account, (iii) to pay transaction fees and expenses related to the issuance of the Notes, and (iv) for general limited liability company purposes. No part of the proceeds from the sale of the Notes hereunder will be used, directly or indirectly, for the purpose of buying or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System (12 CFR 221), or for the purpose of buying or carrying or trading in any Securities under such circumstances as to involve any of the Issuer Parties in a violation of Regulation X of said Board (12 CFR 224) or to involve any broker or dealer in a violation of Regulation T of said Board (12 CFR 220).

Section 3.11 Existing Indebtedness; Future Liens.

(a) None of the Issuer Parties has, and has never had, any outstanding Indebtedness other than Permitted Indebtedness. There are no outstanding Liens on any property of any of the Issuer Parties other than Permitted Liens.

(b) Except for Permitted Liens, none of Issuer Parties has, at any time, agreed or consented to cause or permit any of its property, whether now owned or hereafter acquired, to be subject to a Lien that secures Indebtedness or to cause or permit in the future (upon the happening of a contingency or otherwise) any of its property, whether now owned or hereafter acquired, to be subject to a Lien that secures Indebtedness.

(c) Other than the Basic Documents, none of the Issuer Parties is a party to, or otherwise subject to any provision contained in, any instrument evidencing Indebtedness of any of the Issuer Parties, any agreement relating thereto or any other agreement (including its charter or any other Organizational Document) which limits the amount of, or otherwise imposes restrictions on the incurring of, Indebtedness of any of the Issuer Parties.

Section 3.12 Foreign Assets Control Regulations, Etc.

(a) Neither any of the Issuer Parties nor any Controlled Entity (i) is a Blocked Person, (ii) has been notified that its name appears (or may in the future appear) on a State Sanctions List or (iii) to any Issuer Party's Knowledge, is a target of sanctions that have been imposed by the United Nations or the European Union.

(b) None of the Issuer Parties or any Controlled Entity (i) has violated, been found in violation of, or been charged or convicted under, any applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws or Anti-Corruption Laws or (ii) to any Issuer Party's Knowledge, is under investigation by any Governmental Body for possible violation of any applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws or Anti-Corruption Laws.

(c) No part of the proceeds from the sale of the Notes hereunder:

(i) constitutes or will constitute funds obtained on behalf of any Blocked Person or will otherwise be used by any Issuer Party or any Controlled Entity, directly or indirectly, (A) in connection with any investment in, or any transactions or dealings with, any Blocked Person, (B) for any purpose that would cause any Purchaser to be in violation of any U.S. Economic Sanctions Laws, or otherwise in violation of any U.S. Economic Sanctions Laws;

(ii) will be used, directly or indirectly, in violation of, or cause any Purchaser to be in violation of, any applicable Anti-Money Laundering Laws; or

(iii) will be used, directly or indirectly, for the purpose of making any improper payments, including bribes, to any Governmental Official or commercial counterparty in order to obtain, retain or direct business or obtain any improper advantage, in each case which would be in violation of, or cause any Purchaser to be in violation of, any applicable Anti-Corruption Laws.

(d) Each of the Issuer Parties and its Affiliates have established procedures and controls which they reasonably believe are adequate (and otherwise comply with applicable Law) to ensure that each of the Issuer Parties and each Controlled Entity is and will continue to be in compliance with all applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws and Anti-Corruption Laws.

Section 3.13 Status under Certain Statutes. (i) None of the Issuer Parties is subject to regulation under the Investment Company Act, the Public Utility Holding Company Act of 2005, the ICC Termination Act of 1995, or the Federal Power Act and (ii) as to Issuer and each Guarantor who guarantees the obligations of Issuer under any Hedge Agreement, each of Issuer and each such Guarantor is an "eligible contract participant" as such term is defined in the U.S. Commodity Exchange Act, as amended.

Section 3.14 Single Purpose Entity. Each Issuer Party (i) has been formed and organized solely for the purpose of entering into the Basic Documents to which it is a party, and performing its obligations thereunder (including entering into certain agreements in connection therewith), (ii) has not engaged in any business unrelated to clause (i) above, and (iii) does not have any other assets other than those related to its activities in accordance with clause (i) above.

Section 3.15 Solvency. Each Issuer Party is solvent, has capital not unreasonably small in relation to its business or any contemplated or undertaken transaction and has assets having a value both at fair valuation and at present fair saleable value greater than the amount required to pay its debts as they become due and greater than the amount that will be required to pay its probable liability on its existing debts as they become absolute and matured. None of the Issuer Parties intends to incur, or believes that it will incur, debts beyond its ability to pay such debts as they become due. None of the Issuer Parties believes that it will be rendered insolvent by the execution and delivery of, and performance of its obligations under, this Indenture, the Notes and the other Basic Documents to which it is a party. None of the Issuer Parties intends to hinder, delay or defraud its creditors by or through the execution and delivery of, or performance of its obligations under, this Indenture, the Notes or the other Basic Documents to which it is a party.

Section 3.16 Security Interest. The Indenture, together with the Pledge Agreement and the Mortgages, creates in favor of the Indenture Trustee, as security for the payment of principal of and interest on, and any other amounts owed or owing in respect of, the Notes and the Hedge Agreements (including any termination payments and any other amounts owed or owing thereunder) and for the performance of the provisions of this Indenture, a security interest in or mortgage or deed of trust on all of the right, title, and interest, whether now owned or hereafter acquired, of each Issuer Party in, to, and under the Collateral. Upon the filing of the applicable UCC-1 financing statements and the Mortgages, all action has been taken as is necessary to perfect such security interest or mortgage or deed of trust, and such security interest, mortgage or deed of trust is of first priority subject in each case to Permitted Liens.

ARTICLE IV

COVENANTS

Section 4.1 Payment of Principal and Interest. The Issuer will duly and punctually pay the principal of and interest, if any, on the Notes in accordance with the terms of the Notes and this Indenture. Without limiting the foregoing, subject to and in accordance with Section 8.6, the Indenture Trustee shall distribute all amounts on deposit in the Collection Account and allocated for distribution to the Noteholders on a Payment Date pursuant to Article VIII hereof for the benefit of the Notes, to the Noteholders. Amounts properly withheld under the Code by any Person from a payment to any Noteholder of interest and/or principal shall be considered as having been paid by the Issuer to such Noteholder for all purposes of this Indenture.

Section 4.2 Maintenance of Office or Agency. The Issuer will maintain in the United States, an office or agency where Notes may be surrendered for registration of transfer or exchange, and where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served. Such office or agency will initially be at Corporate Trust Office of the Indenture Trustee, and the Issuer hereby initially appoints the Indenture Trustee to serve as its agent for the foregoing purposes. The Indenture Trustee will give prompt written notice to the Issuer and each Rating Agency of any change in the location of any such office or agency. If at any time the Issuer shall fail to maintain any such office or agency or shall fail to furnish the Indenture Trustee with the address thereof, such surrenders, notices and demands may be made or served at the Corporate Trust Office, and the Issuer hereby appoints the Indenture Trustee as its agent to receive all such surrenders, notices and demands; provided, that the Indenture Trustee shall not be deemed an agent of the Issuer for service of process.

Section 4.3 Money for Payments to Be Held on behalf of the Noteholders and Hedge Counterparties. All payments of amounts due and payable with respect to any Notes and Hedge Agreements that are to be made from amounts withdrawn from the Collection Account pursuant to Section 8.6 shall be made on behalf of the Issuer by the Indenture Trustee or by another Paying Agent, and no amounts so withdrawn from the Collection Account for payments of Notes and Hedge Agreements shall be paid over to the Issuer except as provided in Section 8.6.

Section 4.4 Compliance With Law. Each of the Issuer Parties will comply with all Laws and regulations to which it is subject (including ERISA, Environmental Laws, and the USA PATRIOT Act) and will obtain and maintain in effect all licenses, certificates, permits, franchises and other Governmental Authorizations necessary to the ownership of its properties or to the conduct of its businesses, in each case to the extent necessary to ensure compliance in all material respects with such Laws, ordinances or governmental rules or regulations and requirements to obtain or maintain in effect such licenses, certificates, permits, franchises and other governmental authorizations.

Section 4.5 Insurance. From and after the Closing Date, each of the Issuer Parties will maintain (or cause to be maintained), with financially sound and reputable insurers, insurance with respect to its properties and businesses against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is customary in the case of entities of established reputations engaged in the same or a similar business and similarly situated, and, within thirty (30) days after the Closing Date, each of the Issuer Parties shall cause the Indenture Trustee to be named as a loss payee or an additional insured. For the avoidance of doubt, any proceeds received by any of the Issuer Parties or the Manager for the benefit of any of the Issuer Parties with respect to any claim under such insurance policy shall be deemed to be Collections with respect to the Collection Period in which such proceeds are received and promptly, but in any event within two (2) Business Days, deposited into the Collections Account.

Section 4.6 No Change in Fiscal Year. Without the consent of the Majority Noteholders, each of the Issuer Parties shall not (i) permit its fiscal year to end on a day other than December 31, (ii) change its method of determining fiscal quarters or make or permit any change in accounting policies or reporting practices, except as required by or in accordance with IFRS or GAAP, or (iii) change its federal employer identification number, except, in each case, for any such changes that are not materially adverse to the Noteholders or the Hedge Counterparties.

Section 4.7 Payment of Taxes and Claims. Each of the Issuer Parties will file all U.S. federal and state and any other material Tax returns required to be filed in any jurisdiction and to pay and discharge all Taxes shown to be due and payable on such returns and all other Taxes, assessments, governmental charges, or levies imposed on them or any of their properties, assets, income or franchises, to the extent the same have become due and payable and before they have become delinquent and all claims for which sums have become due and payable that have or might become a Lien on properties or assets of the Issuer or any of its Subsidiaries; provided, that the applicable Issuer Party need not pay any such Tax, assessment, charge, levy or claim if the amount, applicability or validity thereof is contested in good faith by the Issuer Party.

Section 4.8 Existence. Subject to Section 4.17, each of the Issuer Parties will at all times preserve and keep (i) its limited liability company existence in full force and effect and (ii) all foreign qualifications of the Issuer Party and all rights and franchises of the Issuer Party.

Section 4.9 Books and Records. Each of the Issuer Parties will maintain or cause to be maintained proper books of record and account in conformity with IFRS or GAAP, and all applicable requirements of any Governmental Body having legal or regulatory jurisdiction over the Issuer Party. Each of the Issuer Parties will keep or cause to be kept books, records and accounts that, in reasonable detail, accurately reflect all transactions and dispositions of assets. The Issuer Parties or one of their Affiliates has devised a system of internal accounting controls sufficient to provide reasonable assurances that each of the Issuer Parties' books, records, and accounts accurately reflect all transactions and dispositions of assets, and such a system shall be maintained.

Section 4.10 Performance of Material Agreements. From and after the Closing Date, each of the Issuer Parties will at all times in all material respects (i) observe and perform all obligations, covenants and agreements to be performed by it under, and comply with all conditions under, each material agreement including each Lease to which it is or becomes a party in accordance with the terms thereof and (ii) subject to the terms of this Indenture, diligently exercise, enforce, defend and protect its rights under, and take any action required to collect any and all sums due to it under, each material agreement including each Lease to which it is or becomes a party. None of the Issuer Parties shall take any action or permit any action to be taken by others which would release any Person from any of such Person's covenants or obligations under the Basic Documents or under any instrument or agreement included as part of the Collateral or that would result in the amendment, hypothecation, subordination, termination or discharge of, or impair the validity or effectiveness of, any such instrument or agreement, except (i) such amendment, hypothecation, subordination, termination or discharge in the ordinary course of business or that does not have a material detriment to the value of the Collateral or (ii) as expressly provided in this Indenture, the other Basic Documents or such other instrument or agreement or as ordered by a bankruptcy or other court.

Section 4.11 Maintenance of Lien. From and after the Closing Date and for so long as the Notes and Hedge Agreements are outstanding, each of the Issuer Parties will, at its expense, timely take or cause to be taken all action required to maintain and preserve the perfection and first priority of the Lien on the Collateral granted under this Indenture and the Mortgages (subject to Permitted Liens).

Section 4.12 Further Assurances. From time to time the Issuer Parties will perform or cause to be performed any other act as required by Law and will execute or cause to be executed any and all further instruments that may be required by Law or reasonably necessary (or reasonably requested by the Indenture Trustee) in order to create, perfect and protect the Lien of the Indenture Trustee on or in the Collateral. The Issuer Parties will promptly do, execute, acknowledge and deliver, or cause to be promptly done, executed, acknowledged and delivered, all such further acts, deeds, conveyances, mortgages, assignments, transfers and assurances as the Indenture Trustee or any Noteholder may reasonably require for the creation, perfection and priority of the Liens being herein provided for (subject to Permitted Liens). The Issuer Parties will pay or cause to be paid all filing, registration and recording Taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of this Indenture, and of any instrument of further assurance, and all federal or state stamp Taxes and other material Taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Indenture, the other Basic Documents and such instruments of further assurance. Each Issuer Party hereby authorizes, but does not obligate, the Indenture Trustee to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Issuer. Each Issuer Party acknowledges and agrees, on behalf of itself, that any such financing statement may describe the Collateral as "all assets", "all personal property" or "all assets and all personal property of Debtor, whether now owned or existing or hereafter acquired or arising, wherever located, together with all products and proceeds thereof, substitutions and replacements therefor, and additions and accessions thereto" of the applicable Person or words of similar effect as may be required by the Indenture Trustee.

Section 4.13 Use of Proceeds. The Issuer shall apply the proceeds of the sale of the Notes solely as provided in Section 3.10.

Section 4.14 Separateness.

(a) Each Issuer Party will pay its debts and liabilities (including, as applicable, shared personnel, overhead expenses and any compensation due to its Independent manager or member) from its assets as the same shall become due and payable, except for expenses paid on its behalf pursuant to arm's length contractual arrangements providing for operating, maintenance or administrative services.

(b) Each Issuer Party will observe all limited liability company or organizational formalities, maintain books, records, financial statements and bank accounts separate from those of its Affiliates, except as permitted by this Indenture and the other Basic Documents. None of the Issuer's or any of its Subsidiaries' assets will be listed as assets on the financial statement of any other entity except as required by IFRS or GAAP; provided, however, that appropriate notation shall be made on any consolidated statements to indicate its separateness from any Affiliates and to indicate that its assets and credit are not available to satisfy the debt and other obligations of such Affiliate or any other Person except as otherwise contemplated by the Basic Documents.

(c) Each Issuer Party will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate). The Issuer will conduct and operate its business and in its own name.

(d) Other than as contemplated in the Joint Operating Agreement, each Issuer Party will hold all of its assets in its own name and will not commingle its funds and other assets with those of any Affiliate.

(e) The Issuer Parties will not conduct the business of or act on behalf of any other Person (except as required by the Basic Documents).

(f) Each Issuer Party (i) will at all times have at least one (1) duly elected Independent manager or member and (ii) so long as the Notes and Hedge Agreements remain outstanding, shall not remove or replace any Independent manager or member without cause and only after providing the Indenture Trustee, each Noteholder and each Hedge Counterparty with no less than three (3) days' prior written notice of (A) any proposed removal of such Independent manager or member, and (B) the identity of the proposed replacement, together with a certification that such replacement satisfies the requirements for an Independent manager or member in the organizational documents for the Issuer and this Indenture. The Issuer will not institute proceedings to be adjudicated bankrupt or insolvent, consent to the institution of bankruptcy or insolvency proceedings against it, or file, or consent to, a petition seeking reorganization or relief under any applicable federal or state Law relating to bankruptcy or insolvency, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of Issuer or any substantial part of its property, or make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take limited liability company action in furtherance of any such action without the affirmative vote of at least one (1) duly elected Independent manager or member; provided, however, irrespective of such affirmative vote, the occurrence of any of the foregoing is subject to Section 5.1(a)(iv), Section 5.1(a)(v), and any other terms herein or any of the Basic Documents.

(g) Each Issuer Party will be, and at all times will hold itself out to the public and all other Persons as, a legal entity separate and distinct from any other Person (including any Affiliate), correct any known misunderstanding regarding its status as a separate entity, conduct business solely in its own name, and not identify itself as a division of any of its Affiliates or any of its Affiliates as a division of any Issuer Party (except for income tax purposes). Each Issuer Party will conduct and operate its business and in its own name.

(h) Each Issuer Party will not permit its name to be used by any Affiliate of the Issuer in the conduct of such Affiliate's business, and will not use the name of any Affiliate in the conduct of the Issuer's business.

(i) Each Issuer Party will file its own tax returns, if any, as may be required under applicable Law, to the extent (1) not part of a consolidated group filing a consolidated return or returns or (2) not treated as a division for tax purposes of another taxpayer, and pay any taxes required to be paid under applicable Law.

(j) Each Issuer Party will maintain its assets, including the Collateral, in such a manner that it would not be costly or difficult to identify, segregate or ascertain its assets from those of any other Person.

(k) Subject to Section 4.15, each Issuer Party will maintain an arm's length relationship with its Affiliates, and not enter into any transaction with any Affiliate unless such transaction is (i) on such terms and conditions (including terms relating to amounts paid thereunder) as would be generally available if such business transaction were with an entity that was not an Affiliate in comparable transactions, and (ii) pursuant to enforceable agreements.

(l) Each Issuer Party will not hold out its credit or assets as being available to satisfy the obligations of others nor guarantee the obligation of any Person.

(m) Each Issuer Party will maintain adequate capital in light of its contemplated business purpose, transactions, and liabilities (provided, that no member of the Issuer shall have any obligation to make any contribution of capital to the Issuer).

(n) Each Issuer Party will not grant a security interest in its assets to secure the obligations of any other Person.

(o) Each Issuer Party will not, directly or indirectly, engage in any business or activity other than the actions that are both (i) required or permitted to be performed under Section 3.1 of its limited liability company agreement and (ii) permitted by the terms of the Basic Documents.

(p) Each Issuer Party will not incur any indebtedness, liability, obligation, or expense, or own any assets, other than in each case those that are both (i) necessary to achieve the purposes set forth in Section 3.1 of its limited liability company agreement and (ii) permitted by the Basic Documents;

(q) Each Issuer Party will not make or permit to remain outstanding any loan or advance to, or own or acquire any stock or securities of, any Person, other than as permitted by the Basic Documents;

(r) Each Issuer Party will maintain complete records of all transactions (including all transactions with any Affiliate);

(s) Each Issuer Party will comply with all requirements of applicable Law regarding its operations and shall comply with the provisions of this Indenture and its Organizational Documents; and

(t) Other than Diversified Upstream and Oaktree Upstream, the Issuer will not form, acquire, or hold any Subsidiary.

Section 4.15 Transactions with Affiliates. The Issuer Parties will not enter into directly or indirectly any transaction or group of related transactions (including the purchase, lease, sale or exchange of properties of any kind or the rendering of any service) with any Affiliate, except as contemplated by the Basic Documents and except in the ordinary course and pursuant to the reasonable requirements of each Issuer Party's business and upon fair and reasonable terms no less favorable to the applicable Issuer Party than would be obtainable in a comparable arm's length transaction with a Person not an Affiliate.

Section 4.16 Merger, Consolidation, Etc. An Issuer Party shall not consolidate with or merge with any other Person or convey, transfer or lease all or substantially all of its assets in a single transaction or series of transactions to any Person unless:

(a) the successor formed by such consolidation or the survivor of such merger or the Person that acquires by conveyance, transfer or lease all or substantially all of the assets of an Issuer Party as an entirety, as the case may be, shall be a solvent entity organized and existing under the Laws of the United States or any state thereof (including the District of Columbia), and, if the Issuer Party is not such entity, (i) such corporation or limited liability company shall have executed and delivered to each Holder of any Notes, the Indenture Trustee and each Hedge Counterparty a supplemental indenture, Guarantee or other agreement evidencing its assumption of the due and punctual performance and observance of each covenant and condition of this Indenture, the Notes and, as applicable, any other Basic Documents, and (ii) such entity shall have caused to be delivered to the Majority Noteholders, the Indenture Trustee and each Hedge Counterparty an Opinion of Counsel to the effect that all agreements or instruments effecting such assumption and the supplemental indenture or other agreement are enforceable in accordance with their terms and comply with the terms hereof, that all conditions in this Indenture with respect to such merger, consolidation, conveyance, transfer or lease have been satisfied and that such consolidation, merger, conveyance, transfer or lease of assets shall not have a material adverse effect on the Notes or the Hedge Agreements;

(b) immediately before and immediately after giving effect to such transaction or each transaction in any such series of transactions, (i) no Rapid Amortization Event, Material Manager Default, Default or Event of Default shall have occurred and be continuing, (ii) the Indenture Trustee shall have, for its own benefit and the equal and ratable benefit of the Holders and the Hedge Counterparties, a legal, valid and enforceable first priority Lien on all of the Collateral (subject to Permitted Liens) and (iii) the Issuer Parties shall not be in breach of Section 4.14; and

(c) the Issuer shall (i) have delivered, or caused to be delivered an update to each rating letter from each applicable Rating Agency evidencing that there has been, and shall be, no downgrade in the rating then assigned to the Notes as a result of such transaction and (ii) have received the written consent of each Hedge Counterparty to such transaction or series of transactions.

Nothing contained herein shall prohibit, limit or restrict the foreclosure of the Liens of this Indenture in connection with the exercise of remedies in accordance with the terms of this Indenture.

Section 4.17 Lines of Business. None of the Issuer Parties will at any time engage in any business other than those related to the ownership of the Assets and the transactions contemplated by this Indenture and the other Basic Documents to which it is a party and other activities reasonably incidental thereto; provided, however, that none of the Issuer Parties shall engage in any business or activity or enter into any contractual arrangement (other than any business or activity in which the Issuer is engaged on the Closing Date) that would (i) subject the Noteholders or any Hedge Counterparty to regulation or oversight by any Governmental Body (other than the Governmental Bodies which regulate companies engaged in the oil and gas industry, insurance companies and, following foreclosure, regulations applicable to assets held as a result of such foreclosure) or cause the Noteholders or any Hedge Counterparty to breach any Law or regulation or guideline of any Governmental Body or require Noteholders or any Hedge Counterparty to obtain a consent, waiver or clarification by any Governmental Body or (ii) cause any of the representations and warranties of any of the Issuer Parties contained in any of the Basic Documents to be inaccurate as of the date made or deemed made.

Section 4.18 Economic Sanctions, Etc. None of the Issuer Parties nor any Controlled Entity will (a) become (including by virtue of being owned or controlled by a Blocked Person), own or control a Blocked Person or (b) directly or indirectly have any investment in or engage in any dealing or transaction (including any investment, dealing or transaction involving the proceeds of the Notes) with any Person if such investment, dealing or transaction (i) would cause any Noteholder, any Hedge Counterparty or any Affiliate of such Noteholder or Hedge Counterparty to be in violation of, or subject to sanctions under, any applicable U.S. Economic Sanctions Laws, Anti-Corruption Laws or Anti-Money Laundering Laws, or (ii) is prohibited by or subject to sanctions under any U.S. Economic Sanctions Laws.

Section 4.19 Liens. None of the Issuer Parties will, directly or indirectly, create, incur, assume or permit to exist (upon the happening of a contingency or otherwise) any Lien on or with respect to any of its property or assets (including the Collateral), whether now owned or held or hereafter acquired, or any income or profits therefrom, or assign or otherwise convey any right to receive income or profits, except for Permitted Liens.

Section 4.20 Sale of Assets, Etc. None of the Issuer Parties will sell, transfer, convey, assign, exchange or dispose of any of its properties or assets in any single transaction or series of related transactions of any individual asset, or group of related assets, other than Permitted Dispositions; provided, however, that in the event any Permitted Disposition could reasonably be expected to have a material adverse effect on any Hedge Counterparty or any Noteholder or the Noteholders, the Issuer shall obtain the prior written consent of each Hedge Counterparty and Noteholder to such Permitted Disposition.

Section 4.21 Permitted Indebtedness. None of the Issuer Parties will create, guarantee, assume or suffer to exist, or in any manner be or become liable in respect of, any Indebtedness of any kind or character, other than the following (such Indebtedness being referred to as "Permitted Indebtedness"):

(a) Indebtedness owing under this Indenture, the Notes or any other Basic Document, including the Hedge Agreements;

(b) Operating Expenses, provided that none of the Issuer Parties shall incur Indebtedness in order to fund Operating Expenses;

(c) obligations incurred in the ordinary course of its business specified in Section 4.17 in an aggregate amount not to exceed $1,000,000 in the aggregate for all Issuer Parties at any one time; and

(d) other Indebtedness with the prior written consent of the Majority Noteholders; provided, however, any such Indebtedness is subordinate to the Hedge Counterparties and Noteholders, in all respects.

Section 4.22 Amendment to Organizational Documents. None of the Issuer Parties will, or will permit any Person to, amend, modify or otherwise change (i) any material provision of the Organizational Documents of any Issuer Party, as applicable, or (ii) its jurisdiction of organization, its location of principal place of business or its name, in each case, without the prior written consent of the Majority Noteholders and each Hedge Counterparty; provided, however, that each Issuer Party may amend, modify or otherwise change any provision of the Issuer Party's Organizational Documents to: (i) cure any ambiguity, (ii) correct or supplement any provision in a manner consistent with the intent of the Issuer Party's Organizational Documents and the other Basic Documents or (iii) otherwise amend, modify or change any immaterial provision of the Issuer Party's Organizational Documents, in each case, without obtaining the consent of the Majority Noteholders, but with delivery of an Officer's Certificate to the Indenture Trustee stating that such amendment is so permitted under one or more of the foregoing clauses (i)-(iii) of this proviso.

Section 4.23 No Loans. Each of the Issuer Parties will not, directly or indirectly, make any loan or advance to any Person, other than Permitted Investments.

Section 4.24 Permitted Investments; Subsidiaries. Each of the Issuer Parties will not make any Investments other than (a) any Investment in Permitted Investments of monies in any Issuer Account and (b) obligations of account debtors to the Issuer arising in the ordinary course of business, and (c) Investments received as consideration from any Permitted Disposition. Without limiting the generality of the foregoing, each of the Issuer Parties will not create any Subsidiaries or enter into any partnership or joint venture.

Section 4.25 Employees; ERISA. Each of the Issuer Parties will not maintain any employees or maintain any Plan or incur or suffer to exist any obligations to make any contribution to a Multiemployer Plan.

Section 4.26 Tax Treatment. None of the Issuer Parties, nor any party otherwise having the authority to act on behalf of an Issuer Party, is authorized to, or will, make the election described in U.S. Treasury Regulations Section 301.7701-3(a) to treat any Issuer Party as an association taxable as a corporation for U.S. federal income tax purposes, or a similar election under any U.S. state or local Law. The Issuer will treat the Notes (other than Notes held by any equity holder of the Issuer (including any entity whose separate existence from the Issuer or the equity holder of the Issuer is disregarded for federal income tax purposes), any other persons who are members of an "expanded group" or "modified expanded group" with the Issuer within the meaning of the Treasury Regulations under Section 385 of the Code, but only so long as such Notes are held by such person, or as otherwise required by law) and this Indenture as debt, and not as an equity interest in the Issuer, for all purposes (including federal, state and local income Tax purposes).

Section 4.27 Replacement of Manager, Back-up Manager and Operator. In the event that the Manager shall be terminated due to a Material Manager Default or Event of Default have occurred or is continuing, the Majority Noteholders will have the right but not the obligation to appoint, a replacement manager as soon as reasonably practicable, but in any event within thirty (30) days following such delivery of notice of termination and notify the Issuer of such appointment. In the event that the Manager shall resign, the Issuer shall appoint a replacement manager with the consent of the Majority Noteholders (such consent not to be unreasonably withheld, conditioned, or delayed) as soon as reasonably practicable, but in any event within thirty (30) days following such delivery of notice of any such resignation and notify the Noteholders of such appointment; provided that if the Issuer shall not have appointed a replacement manager by the end of such thirty (30) day period other than as a result of the failure of the Majority Noteholders to have reasonably consented, the Majority Noteholders may have the right to appoint the replacement manager with the consent of the Issuer (such consent not to be unreasonably withheld, conditioned, or delayed). In addition, if the first sentence of this Section 4.27 is not applicable, in the event that the Manager shall resign, be terminated or otherwise removed, the Issuer shall appoint a replacement back-up manager with the consent of the Majority Noteholders (such consent not to be unreasonably withheld, conditioned, or delayed) as soon as reasonably practicable, but in any event within thirty (30) days following such delivery of notice of any such resignation, termination or removal and notify the Noteholders of such appointment; provided that if the Issuer shall not have appointed a replacement back-up manager or operator by the end of such thirty (30) day period other than as a result of the failure of the Majority Noteholders to have reasonably consented, the Majority Noteholders may have the right to appoint the replacement back-up manager with the consent of the Issuer (such consent not to be unreasonably withheld, conditioned, or delayed).

Section 4.28 Hedge Agreements.

(a) **Natural Gas Hedging**. The Issuer shall enter into on or prior to the Closing Date, and thereafter maintain until the earlier of (i) [***] and (ii) [***], Hedge Agreements with an aggregate notional volume of (and fixing the price exposure with respect to) [***] but, at all times, including after the Natural Gas Hedge Period, no more than 95% of the projected natural gas output from the Issuer Parties' Assets for each month classified as "proved, developed and producing" and as described in the Reserve Report (the "Natural Gas Hedge Percentage"), including by way of an initial hedging strategy consisting of one or more NYMEX-Henry Hub swap transactions and/or swaptions and/or collars which establish a minimum price level based on a Reserve Report updated on at least a [***]; provided, however, that, in each case, the Issuer shall not enter into or maintain any Hedge Agreements for purposes of speculation or investment; provided, however, nothing shall prevent Issuer from novating hedges to maintain compliance with the terms set forth herein even in cases where such novated hedges may differ from prevailing market prices, provided further, (i) for the avoidance of doubt, the foregoing shall not prohibit Issuer from selling call options or swaptions and (ii) the Issuer's compliance with the 95% limit in the Natural Gas Hedge Percentage shall be determined without giving effect to any offsetting or similar Hedge Agreements that would otherwise result in a position that is opposite and equivalent to all or a portion of an existing Hedge Agreement (including any transaction thereunder). Neither the Issuer, nor any party otherwise having authority to act on behalf of the Issuer, is authorized to, or will, enter into an amendment to any Hedge Agreement without obtaining the prior written consent of each Rating Agency; *provided* that Rating Agency consent shall not be required (other than in accordance with the Hedge Agreements and other Basic Documents) and nothing in this sentence shall restrict the Issuer (i) from entering into Hedge Agreements during and after the Natural Gas Hedge Period (excluding the entry into any offsetting Hedge Agreements described in the proviso of the immediately preceding sentence) or terminating Hedge Agreements, in part or in whole, in order to maintain compliance with the terms set forth herein or (ii) from optimizing, novating, transferring, rolling or terminating Hedge Agreements. Notwithstanding the foregoing, on or prior to each Quarterly Determination Date after the Closing Date, the Issuer shall enter into one or more Hedge Agreements, as needed, sufficient to cover [***] of projected natural gas output from the Issuer Parties' Assets for each month for a period of the lesser of (a) [***] and (b) [***]; provided, however, that, the foregoing requirement to enter into additional Hedge Agreements shall reduce to 50% of projected natural gas output from the Issuer Parties' Assets for [***] if the following conditions are satisfied on such Quarterly Determination Date: (a) no Principal Distribution Amount remains unpaid on any of the three (3) Payment Dates immediately preceding such Quarterly Determination Date; and (b) the LTV is less than or equal to 35%.

(b) **Gas Basis Hedging**. The Issuer shall enter into on or prior to the Closing Date, and thereafter maintain until the earlier of (i) [***] or (ii) [***], Hedge Agreements with an aggregate notional volume of (and hedging the basis exposure with respect to) [***] but, at all times including after the Gas Basis Hedge Period, no more than 95% of the projected natural gas output from the Issuer Parties' Assets for each month classified as "proved, developed and producing" and as described in the Reserve Report (the "Gas Basis Hedge Percentage"); provided, however, that, in each case, the Issuer shall not enter into or maintain any Hedge Agreements for purposes of speculation or investment; provided, however, nothing shall prevent Issuer from novating hedges to maintain compliance with the terms set forth herein even in cases where such novated hedges may differ from prevailing market prices, provided further, (i) for the avoidance of doubt, the foregoing shall not prohibit Issuer from selling call options or swaptions and (ii) the Issuer's compliance with the 95% limit in the Gas Basis Hedge Percentage shall be determined without giving effect to any offsetting or similar Hedge Agreements that would otherwise result in a position that is opposite and equivalent to all or a portion of an existing Hedge Agreement (including any transaction thereunder). Neither the Issuer, nor any party otherwise having authority to act on behalf of the Issuer, is authorized to, or will, enter into an amendment to any Hedge Agreement without obtaining the prior written consent of each Rating Agency; *provided that* nothing in this sentence shall restrict the Issuer: (i) from entering into Hedge Agreements during and after the Gas Basis Hedge Period (excluding the entry into any offsetting Hedge Agreements described in the proviso of the immediately preceding sentence) or terminating Hedge Agreements, in part or in whole, in order to maintain compliance with the terms set forth herein; or (ii) from optimizing, novating, transferring, rolling or terminating Hedge Agreements. Notwithstanding the foregoing, on or prior to each Quarterly Determination Date after the Closing Date, the Issuer shall enter into one or more gas basis Hedge Agreements, as needed, sufficient to cover [***] of projected natural gas output from the Issuer Parties' Assets for each month for a period of the lesser of (a) [***] and (b) [***]; provided, however, that, the foregoing requirement to enter into additional gas basis Hedge Agreements shall reduce to 50% of projected natural gas output from the Issuer Parties' Assets for [***] if the following conditions are satisfied on such Quarterly Determination Date: (a) no Principal Distribution Amount remains unpaid on any of the three (3) Payment Dates immediately preceding such Quarterly Determination Date; and (b) the LTV is less than or equal to 35%.

(c) **Natural Gas Liquids Hedging**. The Issuer shall enter into on or prior to the Closing Date, and thereafter maintain until the earlier of (i) [***] or (ii) [***], Hedge Agreements with an aggregate notional volume of (and fixing the price exposure with respect to) [***] but, at all times, including after the NGL Hedge Period, no more than 95% of the projected natural gas liquids output from the Issuer Parties' Assets for each month classified as "proved, developed and producing" and as described in the Reserve Report (the "NGL Hedge Percentage"), including by way of an initial hedging strategy consisting of one or more swap transactions and/or swaptions which establish a minimum price level, based on a Reserve Report updated on at least a [***]; provided, however, that, in each case, the Issuer shall not enter into or maintain any Hedge Agreements for purposes of speculation or investment; provided, however, nothing shall prevent Issuer from novating hedges to maintain compliance with the terms set forth herein even in cases where such novated hedges may differ from prevailing market prices, provided further, (i) for the avoidance of doubt, the foregoing shall not prohibit Issuer from selling call options or swaptions and (ii) the Issuer's compliance with the 95% limit in the NGL Hedge Percentage shall be determined without giving effect to any offsetting or similar Hedge Agreements that would otherwise result in a position that is opposite and equivalent to all or a portion of an existing Hedge Agreement (including any transaction thereunder). Neither the Issuer, nor any party otherwise having authority to act on behalf of the Issuer, is authorized to, or will, enter into an amendment to any Hedge Agreement without obtaining the prior written consent of each Rating Agency; *provided that* nothing in this sentence shall restrict the Issuer: (i) from entering into Hedge Agreements during and after the NGL Hedge Period (excluding the entry into any offsetting Hedge Agreements described in the proviso of the immediately preceding sentence) or terminating Hedge Agreements, in part or in whole, in order to maintain compliance with the terms set forth herein; or (ii) from optimizing, novating, transferring, rolling or terminating Hedge Agreements. Notwithstanding the foregoing, on or prior to each Quarterly Determination Date after the Closing Date, the Issuer shall enter into one or more Hedge Agreements, as needed, sufficient to cover [***] of projected natural gas liquids output from the Issuer Parties' Assets for each month for a period of the lesser of (a) [***] and (b) [***]; provided, however, that, the foregoing requirement to enter into additional Hedge Agreements shall reduce to 50% of projected natural gas liquids output from the Issuer Parties' Assets for each month after [***] if the following conditions are satisfied on such Quarterly Determination Date: (a) no Principal Distribution Amount remains unpaid on any of the three (3) Payment Dates immediately preceding such Quarterly Determination Date; and (b) the LTV is less than or equal to 35%.

(d) **Oil Hedging**. The Issuer shall enter into on or prior to the Closing Date, and thereafter maintain until the earlier of (i) [***] or (ii) the [***] (the "Oil Hedge Period"), Hedge Agreements with an aggregate notional volume of (and fixing the price exposure with respect to) [***] but, at all times, including after the Oil Hedge Period, no more than 95% of the projected oil output from the Issuer Parties' Assets for each month classified as "proved, developed and producing" and as described in the Reserve Report (the "Oil Hedge Percentage"), including by way of an initial hedging strategy consisting of one or more NYMEX-WTI swap transactions and/or swaptions which establish a minimum price level, based on a Reserve Report updated on at least a [***]; provided, however, that, in each case, the Issuer shall not enter into or maintain any Hedge Agreements for purposes of speculation or investment; provided, however, nothing shall prevent Issuer from novating hedges to maintain compliance with the terms set forth herein even in cases where such novated hedges may differ from prevailing market prices, *provided further*, (i) for the avoidance of doubt, the foregoing shall not prohibit Issuer from selling call options or swaptions and (ii) the Issuer's compliance with the 95% limit in the Oil Hedge Percentage shall be determined without giving effect to any offsetting or similar Hedge Agreements that would otherwise result in a position that is opposite and equivalent to all or a portion of an existing Hedge Agreement (including any transaction thereunder). Neither the Issuer, nor any party otherwise having authority to act on behalf of the Issuer, is authorized to, or will, enter into an amendment to any Hedge Agreement without obtaining the prior written consent of each Rating Agency; *provided that* nothing in this sentence shall restrict the Issuer (i) from entering into Hedge Agreements during and after the Oil Hedge Period (excluding the entry into any offsetting Hedge Agreements described in the proviso of the immediately preceding sentence) or terminating Hedge Agreements, in part or in whole, in order to maintain compliance with the terms set forth herein; or (ii) from optimizing, novating, transferring, rolling or terminating Hedge Agreements. Notwithstanding the foregoing, on or prior to each Quarterly Determination Date after the Closing Date, the Issuer shall enter into one or more Hedge Agreements, as needed, sufficient to cover [***] of projected oil output from the Issuer Parties' Assets for each month for a period of the lesser of (a) [***] and (b) [***]; provided, however, that, the foregoing requirement to enter into additional Hedge Agreements shall reduce to 50% of projected oil output from the Issuer Parties' Assets for each month after [***] if the following conditions are satisfied on such Quarterly Determination Date: (a) no Principal Distribution Amount remains unpaid on any of the three (3) Payment Dates immediately preceding such Quarterly Determination Date; and (b) the LTV is less than or equal to 35%.

ARTICLE V

REMEDIES

Section 5.1 Events of Default.

(a) "Event of Default," wherever used herein, means any one of the following events (whatever the reason for such Event of Default and, subject to Sections 5.1(a)(iv) and 5.1(a)(v), whether it shall be voluntary or involuntary or be effected by operation of Law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) the failure to pay the Notes in full by the Final Scheduled Payment Date;

(ii) default in the payment of interest on the Notes when the same becomes due and payable that continues unremedied for two (2) Business Days;

(iii) default in the observance or performance of any covenant or agreement of any Diversified Party or the Oaktree Entities made in any Basic Document to which it is a party (other than a covenant or agreement, a default in the observance or performance of which is specifically dealt with elsewhere in this Section 5.1(a)), or any representation or warranty of any Diversified Party or the Oaktree Entities made in any Basic Document to which it is a party or in any certificate or other writing delivered pursuant hereto or in connection herewith proving to have been incorrect in any material respect as of the time when the same shall have been made, and such default shall continue or not be cured, or the circumstance or condition in respect of which such representation or warranty was incorrect shall not have been eliminated or otherwise cured, for a period of thirty (30) days (subject to Section 5.1(c) below) after the earlier of (i) Knowledge of a Diversified Company or the Oaktree Entities of such default or incorrect representation or warranty or (ii) receipt by the Issuer and a Responsible Officer of the Indenture Trustee from a Noteholder or a Hedge Counterparty, a written notice specifying such default or incorrect representation or warranty and requiring it to be remedied and stating that such notice is a notice of Default hereunder, delivered by registered or certified mail;

(iv) the filing of a decree or order for relief by a court having jurisdiction in the premises in respect of the Issuer, Diversified Holdings or the Guarantors or any substantial part of the Collateral in an involuntary case under any applicable federal or state bankruptcy, insolvency or other similar Law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Issuer, Diversified Holdings or the Guarantors or for any substantial part of the Collateral, or ordering the winding-up or liquidation of any such parties' affairs, and such decree or order shall remain unstayed and in effect for a period of sixty (60) consecutive days;

(v) the commencement by any of the Issuer, Diversified Holdings or the Guarantors of a voluntary case under any applicable federal or state bankruptcy, insolvency or other similar Law now or hereafter in effect, or the consent by any of the Issuer, Diversified Holdings or the Guarantors to the entry of an order for relief in an involuntary case under any such Law, or the consent by the Issuer, Diversified Holdings or the Guarantors to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Issuer, Diversified Holdings or the Guarantors or for any substantial part of the Collateral, or the making by the Issuer, Diversified Holdings or the Guarantors of any general assignment for the benefit of creditors, or the failure by the Issuer, Diversified Holdings or the Guarantors generally to pay its debts as such debts become due, or the taking of any action by the Issuer, Diversified Holdings or the Guarantors in furtherance of any of the foregoing;

(vi) the failure of the Issuer or the Guarantors to cause the Indenture Trustee, for the benefit of the Secured Parties, to have a valid first-priority perfected security interest in any portion of the Collateral (subject to Permitted Liens) by no later than the time under which filings are required under Section 2(g) of the Management Services Agreement as in effect on the Closing Date; provided, that it will not be an Event of Default under this clause(a)(vi) if the value of all of the Collateral for which the Indenture Trustee does not have a valid first-priority perfected security interest in any portion of the Collateral (subject to Permitted Liens) is equal to or less than 1% of the aggregate principal amount of Outstanding Notes;

(vii) other than as contemplated by Section 5.1(a)(vi), the failure of the Indenture Trustee, for the benefit of the Secured Parties, to have a valid first-priority perfected security interest in any portion of the Collateral (subject to Permitted Liens) that is not cured within ten (10) days of the earlier of (i) Knowledge of a Diversified Company or an Oaktree Entity of such failure or (ii) receipt by the Issuer from the Indenture Trustee a written notice specifying such failure and requiring it to be remedied and stating that such notice is a notice of Default hereunder, delivered by registered or certified mail; provided, that it will not be an Event of Default under this clause(a)(vii) if the value of all of the Collateral for which the Indenture Trustee does not have a valid first-priority perfected security interest (subject to Permitted Liens) is equal to or less than 1% of the aggregate principal amount of Outstanding Notes;

(viii) the Issuer, any Subsidiary of the Issuer or any Guarantor becomes a corporation or another entity taxable as a corporation for U.S. federal income tax purposes;

(ix) the filing of non-appealable decrees or orders for relief by a court having jurisdiction in the premises in respect of the Issuer, Diversified Holdings or any Guarantor in excess of $500,000 in aggregate and not discharged, satisfied or stayed within thirty (30) days;

(x) the adoption in final form of a statute, rule or regulation by a competent legislative or governmental rule-making body that becomes effective following the Closing Date, or the entry of a final, non-appealable judgment of a court of competent jurisdiction that is rendered following the Closing Date, which has a material adverse effect on (a) the validity or enforceability of any of the Basic Documents, or (b) the ability of the Issuer to make payments on the Notes or its obligations under any of the Hedge Agreements;

(xi) an ERISA or tax lien is created that secures the payment of money owed by the Issuer or any Guarantor in excess of $500,000;

(xii) any of the Issuer, Diversified Holdings, the Guarantors or the Collateral is required to be registered as an "investment company" under the Investment Company Act;

(xiii) any transactions under any Hedge Agreements remain outstanding as of the date that all principal and interest upon the Notes are paid in full, excluding only any Hedge Agreements for which the Hedge Counterparty thereunder has agreed in writing to accept cash collateral or other security immediately prior to the date of such payment in full;

(xiv) the failure of the Notes to be redeemed upon the occurrence of a Change of Control as required by Section 10.1(b); or

(xv) any of the Manager, the Operator, the Indenture Trustee or the Back-up Manager shall be terminated or removed (with respect to the Indenture Trustee, by the Majority Noteholders) or shall resign, and a replacement manager, operator, indenture trustee or back-up manager satisfactory to the Majority Noteholders shall not have been engaged within sixty (60) days following any such resignation or termination.

(b) The Issuer shall deliver to (1) a Responsible Officer of the Indenture Trustee, (2) each Noteholder, (3) each Hedge Counterparty and (4) each Rating Agency, within five (5) Business Days after the occurrence thereof, written notice in the form of an Officer's Certificate of any event that with the giving of notice and the lapse of time could become an Event of Default under clause (a)(iii) above, its status and what action the Issuer is taking or proposes to take with respect thereto.

(c) Notwithstanding the foregoing, a breach of any covenant or agreement or representation or warranty of the Issuer referred to under clause (a)(iii) above shall not constitute an Event of Default after such thirty (30) day period (and the notice described under clause (b) above need not be delivered) if (x) the Issuer has commenced in a diligent manner a cure of such breach and (y) such remedial action could not reasonably have been expected to fully cure such breach within such thirty (30) days, but could reasonably be expected to be implemented and fully cure such breach within an additional thirty (30) days (but in no event shall the total cure period exceed a total of ninety (90) days). Upon the occurrence of any such event, each of the Issuer and the Indenture Trustee, as applicable, shall not be relieved from using its best efforts to perform its obligations in a timely manner in accordance with the terms of this Indenture and the Issuer or the Indenture Trustee, as applicable, shall provide the Indenture Trustee (if such delay or failure is a result of a delay or failure by the Issuer), the Noteholders, and the Hedge Counterparties prompt notice of such failure or delay by it, together with a description of its efforts to so perform its obligations.

Section 5.2 Acceleration of Maturity; Rescission and Annulment. If an Event of Default should occur and be continuing, then and in every such case the Indenture Trustee at the written direction of the Majority Noteholders (subject to the Indenture Trustee's indemnification rights set forth herein) or the Majority Noteholders may declare all the Notes to be immediately due and payable, by a notice in writing to the Issuer (and to a Responsible Officer of the Indenture Trustee if given by Noteholders) (a copy of which shall be provided by the Issuer to each Hedge Counterparty and each Rating Agency), and upon any such declaration the unpaid principal amount of such Notes, together with accrued and unpaid interest thereon through the date of acceleration, shall become immediately due and payable; provided, that upon the occurrence of an Event of Default specified in Section 5.1(a)(iv) or (v) all the Notes shall be automatically deemed to be immediately due and payable and upon such event the unpaid principal of such Notes, together with accrued and unpaid interest thereon through the date of such Event of Default specified in Section 5.1(a)(iv) or (v), shall become immediately due and payable, in each case, without notice, declaration or demand by the Indenture Trustee or the Noteholders, all of which are hereby waived by the Issuer.

At any time after such declaration of acceleration of maturity has been made and before a judgment or decree for payment of the money due has been obtained by the Indenture Trustee as provided hereinafter in this Article V, the Majority Noteholders, by written notice to the Issuer and a Responsible Officer of the Indenture Trustee (with a copy to each Hedge Counterparty and each Rating Agency), may rescind and annul such declaration and its consequences if:

(i) the Issuer has paid or deposited with the Indenture Trustee a sum sufficient to pay:

(A) all payments of principal of and interest on all Notes and all other amounts that would then be due hereunder or upon such Notes if the Event of Default giving rise to such acceleration had not occurred; and

(B) all sums paid or advanced by the Indenture Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee and its agents and counsel; and

(ii) all Events of Default, other than the nonpayment of the principal of the Notes that has become due solely by such acceleration, have been cured or waived as provided in Section 5.12.

No such rescission shall affect any subsequent default or impair any right or any exercise of remedies consequent thereto nor shall such rescission in and of itself serve as a waiver of any of the Events of Default.

Section 5.3 Collection of Indebtedness and Suits for Enforcement by Indenture Trustee.

(a) The Issuer covenants that if (i) an Event of Default specified in Section 5.1(a)(i) has occurred and is continuing or (ii) an Event of Default specified in Section 5.1(a)(ii) has occurred and is continuing, the Issuer will, upon demand of the Indenture Trustee, pay to the Indenture Trustee, for the benefit of the Secured Parties, as applicable, (1) the whole amount then due and payable on such Notes for principal and interest, with interest on the overdue principal and, to the extent payment at such rate of interest shall be legally enforceable, on overdue installments of interest at the rate borne by the Notes, (2) any amounts due and payable by the Issuer under the Hedge Agreements, including any termination amounts and any other amounts owed thereunder, and, in addition thereto, and (3) such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee and its agents and counsel, and all other amounts due and owing to the Indenture Trustee pursuant to Section 6.7.

(b) In case the Issuer shall fail forthwith to pay such amounts upon such demand, the Indenture Trustee, in its own name and as trustee of an express trust, may institute a Proceeding for the collection of the sums so due and unpaid, and may prosecute such Proceeding to judgment or final decree, and may enforce the same against the Issuer or other obligor upon such Notes and collect in the manner provided by Law out of the property of the Issuer or other obligor upon such Notes, wherever situated, the monies adjudged or decreed to be payable.

(c) If an Event of Default occurs and is continuing, the Indenture Trustee may, as more particularly provided in Section 5.4, proceed to protect and enforce its rights and the rights of the Noteholders and the Hedge Counterparties, by such appropriate Proceedings as the Indenture Trustee may deem necessary to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy or legal or equitable right vested in the Indenture Trustee by this Indenture or by Law.

(d) In case there shall be pending, relative to the Issuer or any other obligor upon the Notes or any Person having or claiming an ownership interest in the Collateral, Proceedings under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or other similar Law, or in case a receiver, assignee or trustee in bankruptcy or reorganization, or liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Issuer or its property or such other obligor or Person, or in case of any other comparable judicial Proceedings relative to the Issuer or other obligor upon the Notes, or to the creditors or property of the Issuer or such other obligor, the Indenture Trustee, irrespective of whether the principal of any Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Indenture Trustee shall have made any demand pursuant to the provisions of this Section 5.3, shall be entitled and empowered, by intervention in such Proceedings or otherwise:

(i) to file and prove a claim or claims for the whole amount of principal and interest owing and unpaid in respect of the Notes and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Indenture Trustee (including any claim for reasonable compensation to the Indenture Trustee and each predecessor Indenture Trustee, and their respective agents, attorneys and counsel, and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Indenture Trustee and each predecessor Indenture Trustee, except as a result of gross negligence or willful misconduct of the Indenture Trustee), the Noteholders and of the Hedge Counterparties allowed in such Proceedings;

(ii) unless prohibited by applicable Law and regulations, to vote as directed in writing by the Noteholders and the Hedge Counterparties in any election of a trustee, a standby trustee or Person performing similar functions in any such Proceedings;

(iii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute all amounts received with respect to the claims of the Noteholders, the Hedge Counterparties and the Indenture Trustee on their behalf; and

(iv) to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Indenture Trustee, the Noteholders and the Hedge Counterparties allowed in any Proceedings relative to the Issuer, its creditors and its property;

and any trustee, receiver, liquidator, custodian or other similar official in any such Proceeding is hereby authorized by each of such Noteholders and Hedge Counterparties to make payments to the Indenture Trustee and, in the event that the Indenture Trustee shall consent to the making of payments directly to such Noteholders or the Hedge Counterparties, to pay to the Indenture Trustee such amounts as shall be sufficient to cover reasonable compensation to the Indenture Trustee, each predecessor Indenture Trustee and their respective agents, attorneys and counsel, and all other expenses and liabilities incurred, and all advances made, by the Indenture Trustee and each predecessor Indenture Trustee except as a result of gross negligence or willful misconduct of such party.

(e) Nothing herein contained shall be deemed to authorize the Indenture Trustee to authorize or consent to or vote for or accept or adopt on behalf of any Noteholder or any Hedge Counterparty any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Noteholder thereof or the Hedge Agreements or the rights of any Hedge Counterparty thereof, or to authorize the Indenture Trustee to vote in respect of the claim of any Noteholder or any Hedge Counterparty in any such Proceeding except, as aforesaid, to vote for the election of a trustee in bankruptcy or similar Person.

(f) All rights of action and of asserting claims under this Indenture, or under any of the Notes, may be enforced by the Indenture Trustee without the possession of any of the Notes or the production thereof in any trial or other Proceedings relative thereto, and any such action or Proceedings instituted by the Indenture Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment, subject to the payment of the expenses, disbursements and compensation of the Indenture Trustee, each predecessor Indenture Trustee and their respective agents and attorneys, shall be for the ratable benefit of the Secured Parties.

(g) In any Proceedings brought by the Indenture Trustee (and also any Proceedings involving the interpretation of any provision of this Indenture to which the Indenture Trustee shall be a party), the Indenture Trustee shall be held to represent all the Noteholders of the Notes and the Hedge Counterparties, and it shall not be necessary to make any Noteholder or any Hedge Counterparty a party to any such Proceedings.

Section 5.4 Remedies; Priorities.

(a) If an Event of Default shall have occurred and be continuing, the Indenture Trustee may, or at the written direction of the Majority Noteholders (subject to the terms hereof) shall, do one or more of the following (subject to Section 5.5):

(i) institute Proceedings in its own name and as trustee of an express trust for the collection of all amounts then payable on the Notes and the Hedge Agreements (including any termination payments and any other amounts owed thereunder) or under this Indenture with respect thereto, whether by declaration or otherwise, enforce any judgment obtained and collect from the Issuer and any other obligor upon such Notes monies adjudged due;

(ii) institute Proceedings from time to time for the complete or partial foreclosure of this Indenture with respect to the Collateral;

(iii) exercise any remedies of a secured party under the UCC and take any other appropriate action to protect and enforce the rights and remedies of the Indenture Trustee, the Noteholders of the Notes and the Hedge Counterparties, including, for the avoidance of doubt, the exercise of any remedies available under the Basic Documents; and

(iv) sell the Collateral or any portion thereof or rights or interest therein, at one or more public or private sales called and conducted in any manner permitted by Law; provided, however, that the Indenture Trustee may not sell or otherwise liquidate the Collateral following an Event of Default, other than an Event of Default described in Section 5.1(a)(i) or (ii), unless (A) the Majority Noteholders consent thereto, (B) the proceeds of such sale or liquidation distributable to the Secured Parties are sufficient to discharge in full all amounts then due and unpaid upon such Notes for principal and interest and all amounts then due under the Hedge Agreements or that would be due and payable if the Hedge Agreements were terminated on the date of such sale (including any termination payments and any other amounts owed thereunder or that would be due and payable if the Hedge Agreements were terminated on the date of such sale) or (C) the Indenture Trustee determines that the Collateral will not continue to provide sufficient funds for the payment of principal of and interest on the Notes as they would have become due if the Notes had not been declared immediately due and payable, and the Indenture Trustee obtains the consent of one hundred percent (100%) of the Outstanding Notes; *provided* a sale under clause (A) or clause (C) will not be permitted unless the proceeds of such sale or liquidation distributable to the Secured Parties are sufficient to discharge in full all amounts then due under the Hedge Agreements or that would be due and payable if the Hedge Agreements were terminated on the date of such sale (including any termination payments and any other amounts owed thereunder or that would be due and payable if the Hedge Agreements were terminated on the date of such sale). In determining such sufficiency or insufficiency with respect to clauses (B) and (C), the Indenture Trustee may, but need not, obtain and rely upon an opinion of an Independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the Collateral for such purpose.

(b) If the Indenture Trustee collects any money or property pursuant to this Article V, it shall, within two (2) Business Days, deposit such money or property to the Collection Account as Collections to be applied pursuant to Article VIII hereof.

If the Indenture Trustee collects any money or property pursuant to this Article V, the Indenture Trustee may fix a record date and payment date for any payment to Noteholders and Hedge Counterparties pursuant to this Section 5.4. At least fifteen (15) days before such record date, the Issuer shall mail, by overnight mail, to each Noteholder (or transmit electronically, to the extent Notes are held in book-entry form) and each Hedge Counterparty and the Indenture Trustee a notice that states the record date, the payment date and the amount to be paid.

The Indenture Trustee shall incur no liability as a result of any sale (whether public or private) of the Collateral or any part thereof pursuant to this Section 5.4 that is conducted in a commercially reasonably manner. Each of the Issuer and the Noteholders hereby waives any claim against the Indenture Trustee arising by reason of the fact that the price at which the Collateral may have been sold at such sale (whether public or private) was less than the price that might have been obtained otherwise, even if the Indenture Trustee accepts the first offer received and does not offer the Collateral to more than one offeree, so long as such sale is conducted in a commercially reasonable manner. Each of the Issuer and the Noteholders hereby agree that in respect of any sale of the Collateral pursuant to the terms hereof, the Indenture Trustee is authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of applicable Law, or in order to obtain any required approval of the sale or of the purchaser by any governmental authority or official, and the Issuer and the Noteholders further agree that such compliance shall not, in and of its self, result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall the Indenture Trustee be liable or accountable to the Issuer or any Noteholders for any discount allowed by reason of the fact that the Collateral or any part thereof is sold in compliance with any such limitation or restriction.

Section 5.5 Optional Preservation of the Assets. If the Notes have been declared to be immediately due and payable under Section 5.2 following an Event of Default and such declaration and its consequences have not been rescinded and annulled, the Indenture Trustee may, but need not, elect to maintain possession of the Collateral. In the event that the Indenture Trustee elects to maintain possession of the Collateral, the Indenture Trustee shall provide written notice of such election to each such Rating Agency. It is the desire of the parties hereto, the Secured Parties that there be at all times sufficient funds for the payment of principal of and interest on the Notes and payment of any amounts due under the Hedge Agreements (including any termination payments and any other amounts owed thereunder), and the Indenture Trustee shall take such desire into account when determining whether or not to maintain possession of the Collateral. In determining whether to maintain possession of the Collateral, the Indenture Trustee may, but need not, obtain (at the expense of the Issuer) and rely upon an opinion of an Independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the Collateral for such purpose.

Section 5.6 Limitation of Suits. No Noteholder of any Note shall have any right to institute any Proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(i) such Noteholder has previously given written notice to the Indenture Trustee of a continuing Event of Default;

(ii) the Majority Noteholders have consented to or made written request to the Indenture Trustee to institute such Proceeding in respect of such Event of Default in its own name as Indenture Trustee hereunder;

(iii) such Noteholder or Noteholders have offered to the Indenture Trustee indemnity reasonably satisfactory to it against the costs, expenses and liabilities to be incurred in complying with such request;

(iv) the Indenture Trustee for sixty (60) days after its receipt of such notice, request and offer of indemnity has failed to institute such Proceedings; and

(v) no direction inconsistent with such written request has been given to the Indenture Trustee during such sixty (60) day period by the Majority Noteholders.

It is understood and intended that no one or more Noteholders shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Noteholders or any Hedge Counterparties (provided, however, that the Indenture Trustee shall not have an affirmative obligation to determine whether any such direction affects, disturbs or prejudices the rights of any other Noteholders or any Hedge Counterparties), or to obtain or to seek to obtain priority or preference over any other Noteholders or any Hedge Counterparties, or to enforce any right under this Indenture, except in the manner herein provided.

Section 5.7 Unconditional Rights of Hedge Counterparties and Noteholders to Receive Principal, Interest, and Payments of Other Obligations. Notwithstanding any other provisions in this Indenture, (a) the Noteholders of any Note shall have the right, which is absolute and unconditional, to receive payment of the principal of and interest, if any, on such Note on or after the respective due dates thereof expressed in such Note or in this Indenture (or, in the case of redemption, on or after the Redemption Date), (b) each Hedge Counterparty shall have the right, which is absolute and unconditional, to receive payment of any obligations of the Issuer under the Hedge Agreements (including the termination amounts and any other amounts owed thereunder, including all applicable Posted Collateral) on or after the respective due dates thereof expressed in the applicable Hedge Agreement or in this Indenture, and (c) each Noteholder and Hedge Counterparty shall have the right to institute suit for the enforcement of any such payment or return Posted Collateral, and such right shall not be impaired without the consent of such Noteholder or the Hedge Counterparties.

Section 5.8 Restoration of Rights and Remedies. If the Indenture Trustee, any Noteholder or any Hedge Counterparty has instituted any Proceeding to enforce any right or remedy under this Indenture and such Proceeding has been discontinued or abandoned for any reason or has been determined adversely to the Indenture Trustee, to such Noteholder or to such Hedge Counterparty, then and in every such case the Issuer, the Indenture Trustee, the Noteholders and the Hedge Counterparties shall, subject to any determination in such Proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Indenture Trustee, the Noteholders and the Hedge Counterparties shall continue as though no such Proceeding had been instituted.

Section 5.9 Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Indenture Trustee, to the Noteholders or to the Hedge Counterparties is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by Law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at Law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 5.10 Delay or Omission Not a Waiver. No delay or omission of the Indenture Trustee, any Noteholder of any Note or any Hedge Counterparty to exercise any right or remedy accruing upon any Default or Event of Default shall impair any such right or remedy or constitute a waiver of any such Default or Event of Default or an acquiescence therein. Every right and remedy given by this Article V or by Law to the Indenture Trustee, to the Noteholders or to the Hedge Counterparties may be exercised from time to time, and as often as may be deemed expedient, by the Indenture Trustee, by the Noteholders or by the Hedge Counterparties, as the case may be.

Section 5.11 Control by Noteholders. The Majority Noteholders shall have the right to direct the time, method and place of conducting any Proceeding for any remedy available to the Indenture Trustee with respect to the Notes or exercising any trust or power conferred on the Indenture Trustee; provided, that:

(i) such direction shall not be in conflict with any rule of Law or with this Indenture;

(ii) such rights shall be subject to the express terms of Section 5.4(a)(iv);

(iii) if the conditions set forth in Section 5.5 have been satisfied and the Indenture Trustee elects to retain the Collateral pursuant to such Section, then any written direction to the Indenture Trustee by Noteholders representing less than one hundred percent (100%) of the Outstanding Amount of the Notes to sell or liquidate the Collateral shall be of no force and effect;

(iv) the Indenture Trustee may take any other action deemed proper by the Indenture Trustee that is not inconsistent with such direction; and

(v) the Majority Noteholders have offered to the Indenture Trustee indemnity satisfactory to it against the costs, expenses and liabilities to be incurred in complying with such direction.

Notwithstanding the rights of Noteholders set forth in this Section 5.11, subject to Section 6.1, the Indenture Trustee need not take any action that it determines might involve it in liability or might adversely affect the rights of any Noteholders not consenting to such action or the rights of any Hedge Counterparties.

Section 5.12 Waiver of Past Defaults. Prior to the declaration of the acceleration of the maturity of the Notes as provided in Section 5.2, the Majority Noteholders may waive any past Default or Event of Default and its consequences except a Default or Event of Default (a) in payment of principal of or interest on any of the Notes, (b) arising under any Hedge Agreement, (c) in respect of a covenant or provision hereof which cannot be modified or amended without the consent of the Noteholder of each Note, or (d) occurring as a result of an event specified in Section 5.1(a)(iv) or (v). In the case of any such waiver, the Issuer, the Indenture Trustee, the Noteholders of the Notes and the Hedge Counterparties shall be restored to their former positions and rights hereunder, respectively; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereto.

Upon any such waiver, such Default or Event of Default shall cease to exist and be deemed to have been cured and not to have occurred, and any Event of Default arising therefrom shall be deemed to have been cured and not to have occurred, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereto. The Indenture Trustee shall promptly give written notice of any such waiver to each Rating Agency.

Section 5.13 Undertaking for Costs. All parties to this Indenture agree, and each Noteholder of a Note by such Noteholder's acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Indenture Trustee for any action taken, suffered or omitted by it as Indenture Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees and reasonable expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section 5.13 shall not apply to (a) any suit instituted by the Indenture Trustee, (b) any suit instituted by any Noteholder, or group of Noteholders, in each case holding Notes evidencing in the aggregate more than 10% of the Outstanding Amount or (c) any suit instituted by any Noteholder for the enforcement of the payment of principal of or interest on any Note on or after the respective due dates expressed in such Note and in this Indenture (or, in the case of redemption, on or after the Redemption Date).

Section 5.14 Waiver of Stay or Extension Laws. The Issuer covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension Law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Issuer (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such Law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Indenture Trustee, but will suffer and permit the execution of every such power as though no such Law had been enacted.

Section 5.15 Action on Notes or Hedge Agreements. The Indenture Trustee's right to seek and recover judgment on the Notes or the Hedge Agreements or under this Indenture shall not be affected by the seeking, obtaining or application of any other relief under or with respect to this Indenture. Neither the lien of this Indenture nor any rights or remedies of the Indenture Trustee, the Noteholders or the Hedge Counterparties shall be impaired by the recovery of any judgment by the Indenture Trustee against the Issuer or by the levy of any execution under such judgment upon any portion of the Collateral or upon any of the assets of the Issuer or any of its Subsidiaries. Any money or property collected by the Indenture Trustee shall be applied in accordance with Section 5.4(b).

Section 5.16 Performance and Enforcement of Certain Obligations.

(a) The Issuer shall take all such lawful action as the Indenture Trustee, at the direction of the Majority Noteholders, shall request to compel or secure the performance and observance by the Manager of its obligations to the Issuer under or in connection with the Management Services Agreement, by any of the Diversified Parties of its obligations under or in connection with the Diversified Separation Agreement, by OCM of its obligations under or in connection with the Oaktree Separation Agreement, and to exercise any and all rights, remedies, powers and privileges lawfully available to the Issuer under or in connection with the Management Services Agreement or by any of the Issuer Parties under the Separation Agreements to the extent and in the manner directed by the Indenture Trustee, at the direction of the Majority Noteholders, including the transmission of notices of default under the Management Services Agreement on the part of the Manager thereunder, claims for indemnification by the Issuer against any of the Diversified Parties under the Diversified Separation Agreement or against OCM under the Oaktree Separation Agreement, and the institution of legal or administrative actions or proceedings to compel or secure performance by the Manager of its obligations under the Management Services Agreement, by any of the Diversified Parties of its obligations under the Diversified Separation Agreement and by OCM of its obligations under the Oaktree Separation Agreement.

(b) If an Event of Default has occurred and is continuing, the Indenture Trustee may, and at the direction (which direction shall be in writing) of the Majority Noteholders, shall, (subject to the terms hereof) exercise all rights, remedies, powers, privileges and claims of the Issuer against the Manager under or in connection with the Management Services Agreement, against any of the Diversified Parties under or in connection with the Diversified Separation Agreement, or against OCM under or in connection with the Oaktree Separation Agreement, including the right or power to take any action to compel or secure performance or observance by the Manager, of its obligations to the Issuer under the Management Services Agreement, by any of the Diversified Parties, of its obligations to the Issuer under the Diversified Separation Agreement, or by OCM, of its obligations to the Issuer under the Oaktree Separation Agreement, and to give any consent, request, notice, direction, approval, extension or waiver under the Management Services Agreement, the Separation Agreements, and any right of any of the Issuer Parties to take such action shall be suspended.

ARTICLE VI

THE INDENTURE TRUSTEE

Section 6.1 Duties of Indenture Trustee.

(a) If an Event of Default has occurred and is continuing, the Indenture Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except as directed in writing by the Majority Noteholders or any other percentage of Noteholders required hereby, the Indenture Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and the other Basic Documents to which it is a party (and no implied covenants or obligations shall be read into this Indenture or such other Basic Documents against the Indenture Trustee). In the absence of gross negligence or willful misconduct on its part, the Indenture Trustee may conclusively rely upon certificates or opinions furnished to the Indenture Trustee and conforming to the requirements of this Indenture, as to the truth of the statements and the correctness of the opinions expressed therein; however, in the case of certificates or opinions specifically required by any provision of this Indenture to be furnished to it, the Indenture Trustee shall examine the certificates and opinions to determine whether or not they conform on their face to the requirements of this Indenture (but need not confirm or investigate the accuracy of any mathematical calculations or other facts stated therein).

(c) The Indenture Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of paragraph (b) of this Section 6.1;

(ii) the Indenture Trustee shall not be liable for any error of judgment made in good faith by the Indenture Trustee unless it is proved that the Indenture Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Indenture Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 5.11.

(d) Every provision of this Indenture that in any way relates to the Indenture Trustee is subject to this Section 6.1 and Section 6.2.

(e) The Indenture Trustee shall not be liable for interest on any money received by it except as the Indenture Trustee may agree in writing with the Issuer.

(f) Money held on behalf of the Noteholders by the Indenture Trustee need not be segregated from other funds except to the extent required by Law, the terms of this Indenture or the Management Services Agreement or under any Hedge Agreement by a Hedge Counterparty.

(g) No provision of this Indenture shall require the Indenture Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds to believe that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it, and none of the provisions contained in this Indenture shall in any event require the Indenture Trustee to perform, or be responsible for the performance of, any of the obligations of the Manager or the Back-up Manager under this Indenture or the Basic Documents.

(h) The Indenture Trustee shall have no duty (i) to see to any recording, filing, or depositing of this Indenture or any agreement referred to herein or any financing statement or continuation statement evidencing a security interest, or to see to the maintenance of any such recording or filing or depositing or to any re-recording, refiling or redepositing of any thereof or otherwise to monitor the perfection, continuation of perfection or the sufficiency or validity of any security interest related to the Collateral, (ii) to see to any insurance or (iii) subject to the other provisions of this Indenture and the Basic Documents, to see to the payment or discharge of any tax, assessment, or other governmental charge or any lien or encumbrance of any kind owing with respect to, assessed or levied against, any part of the Collateral.

(i) The Indenture Trustee shall not be charged with knowledge of any Default, Event of Default, Material Manager Default or breach of representation or warranty unless either (1) a Responsible Officer of the Indenture Trustee shall have actual knowledge of such Default, Event of Default, Material Manager Default or breach of representation or warranty or (2) written notice of such Default, Event of Default, Material Manager Default or breach of representation or warranty shall have been given to a Responsible Officer of the Indenture Trustee in accordance with the provisions of this Indenture. For the avoidance of doubt, receipt by the Indenture Trustee of a Payment Date Report shall not constitute actual knowledge of any breach of representation or warranty.

Section 6.2 Rights of Indenture Trustee.

(a) The Indenture Trustee may conclusively rely on any document believed by it to be genuine and to have been signed or presented by the proper person.

(b) Before the Indenture Trustee acts or refrains from acting, it may require an Officer's Certificate of the Issuer or an Opinion of Counsel. The Indenture Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on an Officer's Certificate or Opinion of Counsel.

(c) The Indenture Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys or a custodian or nominee, and the Indenture Trustee shall not be responsible for any misconduct or negligence on the part of, or for the supervision of, any such agent, attorney, custodian or nominee appointed absent gross negligence or willful misconduct.

(d) The Indenture Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers; provided, that the Indenture Trustee's conduct does not constitute gross negligence or willful misconduct.

(e) The Indenture Trustee may consult with counsel, accountants and other experts of its own selection (which may include counsel to the Issuer, the Noteholders and/or the Hedge Counterparties), and the advice or opinion of such counsel, accountants and other experts with respect to legal or other matters relating to this Indenture and the Notes shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel, accountants and other experts.

(f) The Indenture Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture or to institute, conduct or defend any litigation hereunder or in relation hereto or to honor the request or direction of any of the Noteholders pursuant to this Indenture, unless such Noteholders shall have offered to the Indenture Trustee security or indemnity satisfactory to it against the reasonable costs, expenses, disbursements, advances and liabilities which might be incurred by it, its agents and its counsel in compliance with such request or direction.

(g) The Indenture Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document (including electronic communications), unless requested in writing to do so by the Noteholders representing the Majority Noteholders; provided, that if the payment within a reasonable time to the Indenture Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Indenture Trustee, not reasonably assured to the Indenture Trustee by the security afforded to it by the terms of this Indenture, the Indenture Trustee may require indemnity satisfactory to the Indenture Trustee in its reasonable discretion against such cost, expense or liability as a condition to taking any such action. In no event shall the Indenture Trustee have any responsibility to monitor Diversified's compliance with or be charged with knowledge of the Credit Risk Retention Rules, nor shall it be liable to any Noteholder or any party whatsoever for violation of such rules or requirements or such similar provisions now or hereafter in effect.

(h) The right of the Indenture Trustee to perform any discretionary act enumerated in this Indenture or any other Basic Document to which it is a party shall not be construed as a duty or obligation, and the Indenture Trustee shall not be answerable under this Indenture or any other Basic Document to which it is a party for anything other than its gross negligence or willful misconduct in the performance of such act.

(i) The rights, privileges, protections, immunities and benefits given to the Indenture Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Indenture Trustee in each of its capacities hereunder, and each agent, custodian and other Person engaged by the Indenture Trustee to act hereunder. In connection with its actions under any other Basic Document to which it is a party, the Indenture Trustee shall also be afforded all of the rights, privileges, protections, immunities and benefits given to it herein, including, without limitation, its right to be indemnified, as if set forth in full therein, *mutatis mutandis*.

(j) In no event shall the Indenture Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, any act or provision of any present or future law or regulation or governmental authority, strikes, work stoppages, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, epidemics, pandemics, quarantines, and interruptions, loss or malfunctions of utilities, communications or computer (hardware or software) systems and services, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility; it being understood that the Indenture Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

(k) In no event shall the Indenture Trustee be liable (i) for special, consequential, indirect or punitive damages (including lost profits), (ii) for the acts or omissions of its nominees, correspondents, clearing agencies or securities depositories and (iii) for the acts or omissions of brokers or dealers even if the Indenture Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(l) In no event shall the Indenture Trustee be liable for the failure to perform its duties hereunder if such failure is a direct or proximate result of another party's failure to perform its obligations hereunder.

(m) As to any fact or matter the manner of ascertainment of which is not specifically described herein, the Indenture Trustee shall be entitled to receive and may for all purposes hereof conclusively rely on a certificate, signed by an officer of any duly authorized Person, as to such fact or matter, and such certificate shall constitute full protection to the Indenture Trustee for any action taken or omitted to be taken by it in good faith reliance thereon.

(n) Any Opinion of Counsel requested by the Indenture Trustee shall be an expense of the party requesting the Indenture Trustee to act or refrain from acting or otherwise shall be an expense of the Issuer.

(o) The Indenture Trustee or its Affiliates are permitted to receive additional compensation that could be deemed to be in the Indenture Trustee's economic self-interest for (i) serving as investment adviser, administrator, shareholder servicing agent, custodian or sub-custodian, (ii) using Affiliates to effect transactions in certain investments (if directed) and (iii) effecting transactions in certain investments (if directed). Such compensation shall not be considered an amount that is reimbursable or payable to the Indenture Trustee as part of the compensation hereunder.

(p) Neither the Indenture Trustee nor the Issuer shall be responsible for the acts or omissions of the other, it being understood that this Indenture shall not be construed to render them partners, joint venturers or agents (unless expressly set forth herein) of one another.

(q) The Indenture Trustee shall not have any obligation or liability to take any action or to refrain from taking any action hereunder that requires written direction in the absence of such written direction as provided hereunder.

(r) The Indenture Trustee shall not be required to give any bond or surety with respect to the execution of the trust created hereby or the powers granted hereunder.

(s) The Indenture Trustee may, from time to time, request that the Issuer deliver a certificate (upon which the Indenture Trustee may conclusively rely) setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture or any other Basic Document together with a specimen signature of such authorized officers; provided, however, that from time to time, the Issuer may, by delivering to the Indenture Trustee a revised certificate, change the information previously provided by it pursuant to this Section 6.2(s), but the Indenture Trustee shall be entitled to conclusively rely on the then current certificate until receipt of a superseding certificate.

(t) Except for notices, reports and other documents expressly required to be furnished to the Noteholders or the Hedge Counterparties by the Indenture Trustee hereunder, the Indenture Trustee shall not have any duty or responsibility to provide any Noteholder with any information concerning the transaction contemplated hereby, the Issuer, the servicer or any other parties to any other Basic Document which may come into the possession of the Indenture Trustee or any of its officers, directors, employees, representatives or attorneys in fact.

If at any time the Indenture Trustee is served with any arbitral, judicial or administrative order, judgment, award, decree, writ or other form of arbitral, judicial or administrative process which in any way affects this Indenture, the Notes, the Collateral or any part thereof or funds held by it (including, but not limited to, orders of attachment or garnishment or other forms of levies or injunctions), it shall be authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate; and if the Indenture Trustee complies with any such arbitral, judicial or administrative order, judgment, award, decree, writ or other form of arbitral, judicial or administrative process, the Indenture Trustee shall not be liable to any of the parties hereto or to any other person or entity even though such order, judgment, award, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect

Section 6.3 Individual Rights of Indenture Trustee. The Indenture Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer or its Affiliates with the same rights it would have if it were not Indenture Trustee. Any Paying Agent, Note Registrar, co-registrar or co-paying agent may do the same with like rights. However, the Indenture Trustee must comply with Sections 6.11 and 6.12.

Section 6.4 Indenture Trustee's Disclaimer. The Indenture Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Issuer's use of the proceeds from the Notes, and it shall not be responsible for any statement of the Issuer in the Indenture or in any document issued in connection with the sale of the Notes or in the Notes other than the Indenture Trustee's certificate of authentication.

Section 6.5 Notice of Material Manager Defaults or Events of Default. Unless provided by Issuer (or the Manager on its behalf) on an earlier date, if a Material Manager Default, Warm Trigger Event, Rapid Amortization Event, Default or Event of Default occurs and is continuing and if it is known to the Indenture Trustee pursuant to Section 6.1(i), the Indenture Trustee shall mail and email to each Noteholder, each Hedge Counterparty and each Rating Agency notice of the Material Manager Default, Warm Trigger Event, Rapid Amortization Event, Default or Event of Default within five (5) days after receipt of such knowledge.

Section 6.6 Reports by Indenture Trustee. The Indenture Trustee shall make available within a reasonable period of time after the end of each calendar year to each Noteholder and each Hedge Counterparty such information furnished to the Indenture Trustee as may be required to enable such Noteholder or such Hedge Counterparty to prepare its federal and state income tax returns. On or before each Payment Date, the Indenture Trustee will post a copy of the statement or statements provided to the Indenture Trustee pursuant to Section 8.8 hereof with respect to the applicable Payment Date on its internet website promptly following its receipt thereof, for the benefit of the Noteholders, the Back-up Manager, the Hedge Counterparties, Noteholders and the Rating Agencies, and upon written request provide a copy thereof to the Hedge Counterparties and the Rating Agencies. The Indenture Trustee shall post copies of the items provided to the Indenture Trustee pursuant to Section 7.1 hereof and the Reserve Report provided pursuant to Section 8.5 hereof on its internet website promptly following its receipt thereof (*provided* that within five (5) Business Days of posting, the Indenture Trustee will provide e-mail notice of such posting), for the benefit of the Noteholders, the Back-up Manager, the Hedge Counterparties and Rating Agencies, and upon written request provide a copy thereof to each Noteholder, the Back-up Manager, each Hedge Counterparty and the Rating Agencies. The Indenture Trustee's internet website shall initially be located at "*www.debtx.com.*" The Indenture Trustee may change the way the statements and information are posted or distributed in order to make such distribution more convenient and/or accessible for the Noteholders, the Back-up Manager, the Hedge Counterparties and the Rating Agencies, and the Indenture Trustee shall provide on the website timely and adequate notification to all parties regarding any such change. As currently configured, the Indenture Trustee's website will automatically issue an email notification to any Noteholder who has registered its email address with the Indenture Trustee of any posting of information to such website. Promptly after the Closing Date, the Indenture Trustee will send by email a registration link for such website to each Noteholder with an email address listed on Schedule B to the Note Purchase Agreement at such email address. Each Noteholder shall be responsible for its own registration for such website and the Indenture Trustee shall not have any obligation to monitor any Noteholder's registration status. The Indenture Trustee shall not have any liability in connection with its website failing to automatically deliver the email notifications referenced in this Section 6.6 absent gross negligence or willful misconduct on its part.

Section 6.7 Compensation and Indemnity. The Issuer shall pay to the Indenture Trustee from time to time reasonable compensation for its services as agreed between the Issuer and the Indenture Trustee in writing from time to time. The Indenture Trustee's compensation shall not be limited by any Law on compensation of a trustee of an express trust. The Issuer shall reimburse the Indenture Trustee for all reasonable and documented out-of-pocket expenses incurred or made by it, including costs of collection, in addition to the compensation for its services. Such expenses shall include the reasonable and documented compensation and expenses, disbursements and advances of the Indenture Trustee's agents, counsel, accountants and experts; provided, that, reimbursement for expenses and disbursements of any legal counsel to the Indenture Trustee may be subject to any limitations separately agreed upon in writing before the date hereof between the Issuer and the Indenture Trustee. The Issuer shall indemnify the Indenture Trustee for, and hold it and its officers, directors, employees, representatives and agents harmless against any and all loss, liability, claim, damage or expense, including reasonable and documented legal and consulting fees and expenses and including, without limitation, any legal fees, costs and expenses incurred in connection with any enforcement (including any action, claim or suit brought by the Indenture Trustee of any indemnification or other obligation of the Issuer or the Manager), incurred by it in connection with the administration of this Indenture and the performance of its duties hereunder, including with respect to any Environmental Liabilities, compliance with Environmental Laws and the generation, use, presence or release of Hydrocarbons or Hazardous Materials. The Indenture Trustee shall, to the extent practicable and not prohibited by a court order or other operation of law, notify the Issuer and the Manager promptly of any claim of which the Indenture Trustee has received written notice for which it may seek indemnity. Failure by the Indenture Trustee to so notify the Issuer and the Manager shall not relieve the Issuer or the Manager of its obligations hereunder. The Issuer may defend any such claim, and the Indenture Trustee may have separate counsel in connection with the defense of any such claim and the Issuer shall pay the fees and expenses of such counsel. The Issuer need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Indenture Trustee through the Indenture Trustee's own gross negligence or willful misconduct.

The Issuer's payment obligations to the Indenture Trustee pursuant to this Section shall survive the resignation or removal of the Indenture Trustee and the discharge of this Indenture. When the Indenture Trustee incurs fees or expenses after the occurrence of a Default specified in Section 5.1(a)(iv) or 5.1(a)(v) with respect to the Issuer, the expenses are intended to constitute expenses of administration under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or similar Law.

Section 6.8 Replacement of Indenture Trustee.

(a) No resignation or removal of the Indenture Trustee and no appointment of a successor Indenture Trustee shall become effective until the acceptance of appointment by the successor Indenture Trustee pursuant to this Section 6.8. The Indenture Trustee may resign at any time with thirty (30) days' prior written notice by so notifying the Issuer (with a copy to each Noteholder, each Hedge Counterparty and each Rating Agency). The Majority Noteholders may remove the Indenture Trustee with thirty (30) days' prior written notice by so notifying the Indenture Trustee, Diversified, OCM and the Hedge Counterparties and may appoint a successor Indenture Trustee. The Issuer shall remove the Indenture Trustee if:

(i) the Indenture Trustee fails to comply with Section 6.11;

(ii) the Indenture Trustee is adjudged bankrupt or insolvent;

(iii) a receiver or other public officer takes charge of the Indenture Trustee or its property; or

(iv) the Indenture Trustee otherwise becomes incapable of acting.

(b) If no Default or Event of Default has occurred and is continuing, and the Indenture Trustee resigns or is removed or if a vacancy exists in the office of Indenture Trustee for any reason (the Indenture Trustee in such event being referred to herein as the retiring Indenture Trustee), the Issuer shall appoint a replacement indenture trustee with the consent of the Majority Noteholders and of the Hedge Counterparties (in either case, such consent not to be unreasonably withheld, conditioned, or delayed) as soon as reasonably practicable, but in any event within thirty (30) days following such event; provided that if the Issuer shall not have appointed a replacement indenture trustee by the end of such thirty (30) day period other than as a result of the failure of the Majority Noteholders or the Hedge Counterparties to have reasonably consented, the Majority Noteholders shall have the right to appoint the replacement with the consent of the Issuer and of the Hedge Counterparties (in either case, such consent not to be unreasonably withheld, conditioned, or delayed), and the Issuer shall notify Diversified, OCM and each Rating Agency of such appointment. If a Default or Event of Default has occurred and is continuing, any replacement of the Indenture Trustee hereunder shall be done by the Majority Noteholders.

(c) A successor Indenture Trustee shall deliver a written acceptance of its appointment to the retiring Indenture Trustee, the Issuer, each Noteholder, and each Hedge Counterparty. Thereupon the resignation or removal of the retiring Indenture Trustee shall become effective, and the successor Indenture Trustee shall have all the rights, powers and duties of the Indenture Trustee under this Indenture. The successor Indenture Trustee shall mail a notice of its succession to Noteholders and the Hedge Counterparties. The retiring Indenture Trustee shall promptly transfer all property held by it as Indenture Trustee to the successor Indenture Trustee.

(d) If a successor Indenture Trustee does not take office within thirty (30) days after the retiring Indenture Trustee resigns or is removed, the retiring Indenture Trustee, the Issuer or the Majority Noteholders may, at the expense of the Issuer, petition any court of competent jurisdiction for the appointment of a successor Indenture Trustee.

(e) If the Indenture Trustee fails to comply with Section 6.11, any Noteholder or any Hedge Counterparty may petition any court of competent jurisdiction for the removal of the Indenture Trustee and the appointment of a successor Indenture Trustee.

(f) Notwithstanding the replacement of the Indenture Trustee pursuant to this Section 6.8, the Issuer's obligations under Section 6.7 shall continue for the benefit of the retiring Indenture Trustee.

Section 6.9 Successor Indenture Trustee by Merger. If the Indenture Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee corporation or banking association without any further act shall be the successor Indenture Trustee; provided, that such corporation or banking association shall be otherwise qualified and eligible under Section 6.11. The Indenture Trustee shall provide Diversified, OCM, Noteholders and each Rating Agency with prior written notice of any such transaction.

Section 6.10 Appointment of Co-Indenture Trustee or Separate Indenture Trustee.

(a) Notwithstanding any other provisions of this Indenture, at any time, for the purpose of meeting any legal requirement of any jurisdiction in which any part of the Collateral may at the time be located, the Indenture Trustee shall have the power and may execute and deliver all instruments to appoint one or more Persons to act as a co-trustee or co-trustees, or separate trustee or separate trustees, of all or any part of the Issuer, and to vest in such Person or Persons, in such capacity and for the benefit of the Secured Parties, such title to the Collateral, or any part hereof, and, subject to the other provisions of this Section 6.10, such powers, duties, obligations, rights and trusts as the Indenture Trustee may consider necessary or desirable. No co-trustee or separate trustee hereunder shall be required to meet the terms of eligibility as a successor trustee under Section 6.11 and no notice to Noteholders of the appointment of any co-trustee or separate trustee shall be required under Section 6.8 hereof.

(b) Every separate trustee and co-trustee shall, to the extent permitted by Law, be appointed and act subject to the following provisions and conditions:

(i) all rights, powers, duties and obligations conferred or imposed upon the Indenture Trustee shall be conferred or imposed upon and exercised or performed by the Indenture Trustee and such separate trustee or co-trustee jointly (it being understood that such separate trustee or co-trustee is not authorized to act separately without the Indenture Trustee joining in such act), except to the extent that under any Law of any jurisdiction in which any particular act or acts are to be performed the Indenture Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the Collateral or any portion thereof in any such jurisdiction) shall be exercised and performed singly by such separate trustee or co-trustee, but solely at the direction of the Indenture Trustee;

(ii) no trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder; and

(iii) the Indenture Trustee may at any time accept the resignation of or remove any separate trustee or co-trustee.

(c) Any notice, request or other writing given to the Indenture Trustee shall be deemed to have been given to each of the then separate trustees and co-trustees, as effectively as if given to each of them. Every instrument appointing any separate trustee or co-trustee shall refer to this Indenture and the conditions of this Article VI. Each separate trustee and co-trustee, upon its acceptance of the trusts conferred, shall be vested with the estates or property specified in its instrument of appointment, either jointly with the Indenture Trustee or separately, as may be provided therein, subject to all the provisions of this Indenture, specifically including every provision of this Indenture relating to the conduct of, affecting the liability of, or affording protection to, the Indenture Trustee. Every such instrument shall be filed with the Indenture Trustee.

(d) Any separate trustee or co-trustee may at any time constitute the Indenture Trustee, its agent or attorney-in-fact with full power and authority, to the extent not prohibited by Law, to do any lawful act under or in respect of this Indenture on its behalf and in its name. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of its estates, properties, rights, remedies and trusts shall vest in and be exercised by the Indenture Trustee, to the extent permitted by Law, without the appointment of a new or successor trustee.

Section 6.11 Eligibility; Disqualification. The Indenture Trustee shall have a combined capital and surplus of at least $500,000,000 as set forth in its most recent published annual report of condition, and the time deposits of the Indenture Trustee shall be rated at least A- (or equivalent) by Fitch and one other NRSRO, to the extent that Fitch rates the Notes, and otherwise, two NRSROs.

Section 6.12 Representations and Warranties of the Indenture Trustee. The Indenture Trustee hereby makes the following representations and warranties on which the Issuer, Noteholders and the Hedge Counterparties shall rely:

(a) the Indenture Trustee is a national banking association duly organized and validly existing under the Laws of the jurisdiction of its formation;

(b) the Indenture Trustee has full power, authority and legal right to execute, deliver, and perform this Indenture and shall have taken all necessary action to authorize the execution, delivery and performance by it of this Indenture;

(c) the execution, delivery and performance by the Indenture Trustee of this Indenture (i) shall not violate any provision of any Law or regulation governing the banking and trust powers of the Indenture Trustee or any order, writ, judgment or decree of any court, arbitrator, or governmental authority applicable to the Indenture Trustee or any of its assets, (ii) shall not violate any provision of the corporate charter or bylaws of the Indenture Trustee and (iii) shall not violate any provision of, or constitute, with or without notice or lapse of time, a default under, or result in the creation or imposition of any lien on any properties included in the Collateral pursuant to the provisions of any mortgage, indenture, contract, agreement or other undertaking to which it is a party, which violation, default or lien could reasonably be expected to have a materially adverse effect on the Indenture Trustee's performance or ability to perform its duties under this Indenture or on the transactions contemplated in this Indenture;

(d) no consent, license, approval or authorization of, or filing or registration with, any governmental authority, bureau or agency is required to be obtained that has not been obtained by the Indenture Trustee in connection with the execution, delivery or performance by the Indenture Trustee of the Basic Documents; and

(e) this Indenture has been duly executed and delivered by the Indenture Trustee and constitutes the legal, valid and binding agreement of the Indenture Trustee, enforceable in accordance with its terms.

ARTICLE VII

INFORMATION REGARDING THE ISSUER

Section 7.1 Financial and Business Information.

(a) *Annual Statements* — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, within one hundred and twenty (120) days after the end of each fiscal year of the Issuer, commencing with the fiscal year ended December 31, 2022, duplicate copies of the audited consolidated financial statements of Diversified Corp and its consolidated subsidiaries by an independent public accountant, which such independent public accountant shall be PricewaterhouseCoopers or another independent public accountant reasonably acceptable to the Majority Noteholders; provided, that upon receipt of such audited consolidated financial statements, the Indenture Trustee shall promptly make them available to Noteholders, the Hedge Counterparties, and the Rating Agencies on the Indenture Trustee's internet website.

(b) *Quarterly Statements* — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, within sixty (60) days after the end of the first, second and third quarterly fiscal period in each fiscal year of the Issuer, commencing with the fiscal quarter of the Issuer ended March 31, 2023, duplicate copies of the following reports; provided, that upon receipt of such reports, the Indenture Trustee shall promptly make them available to Noteholders, the Hedge Counterparties, and the Rating Agencies on the Indenture Trustee's internet website:

(i) an unaudited consolidated balance sheet of Diversified Corp and its consolidated subsidiaries as at the end of such quarter, and

(ii) unaudited consolidated statements of income, changes in shareholders' equity and cash flows of Diversified Corp and its consolidated subsidiaries, for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter, in each case setting forth, starting with the fiscal quarter ended March 31, 2023, in comparative form the figures for the corresponding periods in the previous fiscal year, all in reasonable detail, prepared in accordance with IFRS, or, to the extent Diversified Corp or its direct or indirect parent prepares its financial statements in accordance with GAAP, in accordance with GAAP, applicable to quarterly financial statements generally, and certified by a Senior Financial Officer of Diversified Corp as fairly presenting, in all material respects, the financial position of the companies being reported on and their results of operations and cash flows, subject to changes resulting from year-end adjustments.

(c) *Notice of Material Events* — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, each Noteholder, and each Hedge Counterparty promptly, and in any event within three (3) Business Days after a Responsible Officer of the Issuer, the Manager or Diversified becomes aware of the existence of (i) any Rapid Amortization Event, (ii) Material Manager Default, (iii) Default, (iv) Event of Default, (v) any default under any Basic Document, (vi) any event that can be reasonably expected to cause a Material Adverse Effect, (vii) information that any Person has given any notice or taken any action with respect to a claimed default hereunder or (viii) Warm Trigger Event, an Officer's Certificate (with a copy to each Rating Agency) specifying the nature and period of existence and what action the Issuer is taking or proposes to take with respect thereto. The Issuer shall, at the Issuer's expense (in accordance with Section 8.6), promptly provide the Indenture Trustee, each Noteholder, each Hedge Counterparty, the Manager (or Back-up Manager) and the Rating Agencies with such additional information as any such party may reasonably request from time to time in connection with the matters so reported, and the actions so taken or contemplated to be taken.

(d) Notices from Governmental Body — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, each Noteholder, and each Hedge Counterparty promptly, and in any event within ten (10) days of receipt thereof, copies of any material notice to any Issuer Party from any Governmental Body (with a copy to each Rating Agency) relating to any order, ruling, statute or other Law or regulation.

(e) Notices under Material Agreement — The Issuer shall deliver, or cause the Manager to deliver, to the Indenture Trustee, each Noteholder, and each Hedge Counterparty promptly, and in any event within fifteen (15) days after delivery or receipt by any Issuer Party, copies of all notices of termination, default or event of default, suspension of performance or any force majeure event given or received pursuant to or in respect of any material agreement to which it is a party or any other material notices or documents given or received pursuant to or in respect of any material agreement to which it is a party (with a copy to each Rating Agency).

(f) Payment Date Compliance Certificates — On or before the third (3rd) Business Day prior to each Payment Date, the Issuer shall deliver to the Indenture Trustee, each Noteholder, each Hedge Counterparty, and each Rating Agency, an Officer's Certificate to the effect that, except as provided in a notice delivered pursuant to Section 7.1(c), no potential Rapid Amortization Event or Rapid Amortization Event, no potential Material Manager Default or Material Manager Default, no potential Warm Trigger Event or Warm Trigger Event, no Default or Event of Default has occurred and is continuing (each, a "Payment Date Compliance Certificate").

(g) Ratings — Beginning with the year ended December 31, 2022, the Issuer shall annually obtain a ratings letter from at least one Rating Agency in accordance with Section 9.17 of the Note Purchase Agreement; provided, that upon receipt of such ratings letter from the Issuer, the Indenture Trustee shall promptly make such ratings letter available to Noteholders, the Hedge Counterparties, and the Rating Agencies on the Indenture Trustee's internet website.

Section 7.2 Visitation.

(a) If no Default or Event of Default then exists, each Issuer Party shall permit the representatives of each Noteholder that is an Institutional Investor to visit and inspect the offices or properties of the Issuer Party, to examine all its books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss its affairs, finances and accounts with the Issuer Party's officers, employees and independent certified public accountants, at such time as may be reasonably requested in writing; provided, however, that in no event shall the Issuer Party be required to permit the representatives of a Noteholder to visit more than one (1) time in any twelve-month period. Any visits contemplated by this Section 7.2(a) shall be at the sole expense of the requesting party.

(b) If a Default or Event of Default exists, each Issuer Party shall permit the representatives of each holder of a Note that is an Institutional Investor, at the expense of the Issuer Party, upon reasonable prior notice, to visit and inspect the offices or properties of the Issuer Party, to examine all its books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss its affairs, finances and accounts with the Issuer Party's officers, employees and independent certified public accountants, all at such times as may be reasonably requested and as often as may be requested. Any visits contemplated by this Section 7.2(b) shall be at the sole expense of the Issuer and not limited in number.

ARTICLE VIII

ACCOUNTS, DISBURSEMENTS AND RELEASES

Section 8.1 Deposit of Collections. The Issuer, the Guarantors and the Manager on its behalf, shall direct that all payments with respect to the Assets and all payments received under the Hedge Agreements (whether directly from a Hedge Counterparty or from DP Tapstone) be made to the Collection Account in accordance with the Basic Documents; provided that amounts posted by a Hedge Counterparty as collateral to the Issuer under an applicable Hedge Agreement shall not be deposited in the Collection Account and shall not constitute Available Funds. The Issuer, and in the event any Collections are received by any Affiliate of the Issuer (other than the Operator, solely in its capacity as such), if applicable, shall remit or cause such Affiliate to remit to the Collection Account within two (2) Business Days of receipt and identification thereof (including receipt of proper instructions regarding where to allocate such payment) all Collections received with respect to the Assets. The Operator, solely in its capacity as such, shall remit to the Collection Account within sixty (60) days of receipt and initial identification thereof (including receipt of proper instructions regarding where to allocate such payment) all Collections received with respect to the Assets (subject in any case to the expense and reimbursement provisions of the Joint Operating Agreement); provided, that, to the extent that the Operator definitively identifies Collections attributable to the Issuer pursuant to the Joint Operating Agreement subsequent to the application of funds from such Collection pursuant to the expense and reimbursement provisions thereof, the Operator shall remit such funds to the Collection Account within two (2) Business Days of definitive identification thereof (including receipt of proper instructions regarding where to allocate such payment). Notwithstanding anything contained herein to the contrary, the Indenture Trustee shall be authorized to accept instructions from the Manager (which shall be in writing) on behalf of the Issuer on a daily basis regarding withdrawals or order transfers of funds from the Collection Account, to the extent such funds have been mistakenly deposited into the Collection Account (including without limitation funds representing amounts due and payable on wells not part of the Assets). In the case of any withdrawal or transfer pursuant to the foregoing sentence, the Manager, on behalf of the Issuer, shall provide the Noteholders, the Hedge Counterparties and the Indenture Trustee with notice of such withdrawal or transfer, together with reasonable supporting details regarding such withdrawal or transfer and the mistaken deposit related thereto, on such date of withdrawal to be delivered by the Manager, on behalf of the Issuer (or in such earlier written notice as may be required by the Indenture Trustee from the Manager, on behalf of the Issuer, from time to time). Notwithstanding anything therein to the contrary, the Indenture Trustee shall be entitled to make withdrawals or order transfers of funds from the Collection Account, in the amount of all reasonable out-of-pocket costs and expenses incurred by the Indenture Trustee in connection with any misdirected funds described in the second foregoing sentence.

Section 8.2 Establishment of Accounts.

(a) The Issuer, for the benefit of the Secured Parties, shall cause to be established and maintained with the Securities Intermediary a non-interest bearing trust account on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Collection Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Secured Parties. The Issuer, for the benefit of the Secured Parties, shall deposit, or cause its Affiliate to deposit, any and all funds received pursuant to any Hedge Agreement into the Collection Account, subject only to the terms of the Joint Operating Agreement; provided, however, any such amounts received as "Posted Collateral" pursuant to the terms of a Hedge Agreement as in effect on the date hereof or subsequently put into effect shall be deposited into the Hedge Collateral Account.

(b) The Issuer, for the benefit of the Secured Parties, shall cause to be established and maintained with the Securities Intermediary a non-interest bearing trust account on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Asset Disposition Proceeds Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Secured Parties.

(c) The Issuer, for the benefit of the Secured Parties, shall cause to be established and maintained with the Securities Intermediary a non-interest bearing trust account on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Liquidity Reserve Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Secured Parties.

(d) The Issuer or Manager (acting upon the direction of the Issuer), for the benefit of one or more of the Secured Parties who are Hedge Counterparties, may from to time to time by written direction to the Indenture Trustee cause to be established and maintained with the Securities Intermediary one or more accounts or sub-accounts on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "Hedge Collateral Accounts"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Hedge Counterparty for whose benefit the Hedge Collateral Account has been established. Amounts posted as Posted Collateral to the Issuer under an applicable Hedge Agreement shall be deposited in such accounts and held therein in accordance with the terms of the applicable Hedge Agreement, including those terms related to the interest rate applicable to and accrual of interest at such rate on all such Posted Collateral. The Issuer and Manager shall each have the power to instruct the Indenture Trustee by written notice to make withdrawals and returns of Posted Collateral from any Hedge Collateral Account for purposes of satisfying the Issuer's obligations under each applicable Hedge Agreement (the Indenture Trustee shall be entitled to rely upon any such written direction as conclusive evidence of such duties under the relevant Hedge Agreement). The Issuer shall at all times ensure the Manager complies with its obligations under Section 8.8(f) as to each Hedge Collateral Account. Notwithstanding anything contained herein to the contrary, the parties hereby acknowledge and agree that any Hedge Counterparty's right to the return of any excess Posted Collateral posted under the Hedge Agreement, as determined in accordance with the terms of the relevant Hedge Agreement, and held in the Hedge Collateral Account, shall be senior in all respects to any rights or interests in each such Hedge Collateral account of the (i) Indenture Trustee, (ii) any Secured Parties who are not Hedge Counterparties and (iii) to the extent any Hedge Collateral Account is a segregated account, any Hedge Counterparties who are not the Hedge Counterparty for whose benefit the Hedge Collateral Account has been established.

(e) The Issuer, for the benefit of the Secured Parties, shall cause to be established and maintained with the Securities Intermediary a non-interest bearing trust account on behalf of the Indenture Trustee and in the name of the Indenture Trustee an Eligible Account (the "P&A Reserve Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Secured Parties. To the extent a P&A Reserve Trigger has occurred with respect to the Issuer's most recently completed fiscal year, Available Funds shall be deposited into the P&A Reserve Account in an amount equal to the P&A Reserve Amount in accordance with Section 8.6. On each Payment Date, all amounts then on deposit in the P&A Reserve Account shall be deposited into the Collection Account, where they will be considered part of Available Funds and distributed on such Payment Date pursuant to Section 8.6.

(f) Funds on deposit in each of (i) the Collection Account, (ii) the Asset Disposition Proceeds Account, (iii) the Liquidity Reserve Account and (iv) the P&A Reserve Account (together, the "Issuer Accounts") shall be invested by the Indenture Trustee in Permitted Investments as directed in writing by the Manager. In the absence of written direction from the Manager, such funds shall remain uninvested. All such Permitted Investments shall be held by the Indenture Trustee for the benefit of the Secured Parties; provided, that on each Payment Determination Date all interest and other Investment Earnings on funds on deposit in the Issuer Accounts shall be deposited into the Collection Account and shall be deemed to constitute a portion of Available Funds for the related Payment Date. Other than as permitted by the Majority Noteholders (with prompt notice to the Hedge Counterparties), funds on deposit in the Issuer Accounts shall be invested in Permitted Investments that will mature (A) not later than the Business Day immediately preceding the next Payment Date or (B) on or before 10:00 a.m. on such next Payment Date if such investment is held in the corporate trust department of the institution with which the Issuer Accounts are then maintained and is invested either (i) in a time deposit of the Indenture Trustee with a credit rating in one of the generic rating categories that signifies investment grade of at least one of the Rating Agencies (such account being maintained within the corporate trust department of the Indenture Trustee), or (ii) in the Indenture Trustee's common trust fund so long as such fund has a credit rating in one of the generic rating categories that signifies investment grade of at least one of the Rating Agencies; provided, further, that Permitted Investments shall be available for redemption and use by the Indenture Trustee on the relevant Payment Date. In no event shall the Indenture Trustee be held liable for investment losses in Permitted Investments pursuant to this Section 8.2(f), except to the extent it is acting separately in its capacity as obligor thereunder.

(g) The Indenture Trustee shall possess all right, title and interest in all funds on deposit from time to time in the Issuer Accounts and, subject to the limitations in Section 8.2(d), Hedge Collateral Accounts and in all proceeds thereof (including all income thereon) and all such funds, investments, proceeds and income shall be part of the Collateral. The Issuer Accounts shall be under the sole dominion and control of the Indenture Trustee for the benefit of the Secured Parties. If, at any time, any of the Issuer Accounts and/or Hedge Collateral Accounts cease to be an Eligible Account, the Indenture Trustee shall within ten (10) Business Days (or such longer period, not to exceed thirty (30) calendar days with the prior written consent the Majority Noteholders, or, as applicable, the Hedge Counterparties) establish a new Issuer Account and/or Hedge Collateral Accounts, as applicable, as an Eligible Account and shall transfer any cash and/or any investments to such new Issuer Account and/or Hedge Collateral Accounts, as applicable. The Indenture Trustee, Paying Agent or the other Person holding the Issuer Accounts and Hedge Collateral Accounts as provided in this Section 8.2(g) shall be the "Securities Intermediary." On the date hereof, the Securities Intermediary is the Indenture Trustee. If the Securities Intermediary shall be a Person other than the Indenture Trustee, the Manager shall obtain the express written agreement of such Person to the obligations of the Securities Intermediary set forth in this Section 8.2.

(i) The Securities Intermediary agrees, by its acceptance hereof, that:

(A) The Issuer Accounts and Hedge Collateral Accounts are "securities accounts" within the meaning of Section 8-501 of the New York UCC and are accounts to which Financial Assets will be credited.

(B) All securities or other property underlying any Financial Assets credited to the Issuer Accounts and Hedge Collateral Accounts shall be registered in the name of the Securities Intermediary, indorsed to the Securities Intermediary or in blank or credited to another securities account maintained in the name of the Securities Intermediary and in no case will any Financial Asset credited to any of the Issuer Accounts or Hedge Collateral Accounts be registered in the name of the Issuer or the Manager, payable to the order of the Issuer or the Manager or specially indorsed to the Manager or Diversified except to the extent the foregoing have been specially indorsed to the Securities Intermediary or in blank.

(C) All property delivered to the Securities Intermediary pursuant to this Indenture will be promptly credited to the appropriate Issuer Account or Hedge Collateral Accounts, as applicable.

(D) Each item of property (whether investment property, Financial Asset, security, instrument or cash) credited to an Issuer Account or Hedge Collateral Accounts, as applicable, shall be treated as a "financial asset" within the meaning of Section 8-102(a)(9) of the New York UCC.

(E) If at any time the Securities Intermediary shall receive any order from the Indenture Trustee directing transfer or redemption of any Financial Asset relating to the Issuer Accounts, or Hedge Collateral Accounts, as applicable, the Securities Intermediary shall comply with such entitlement order without further consent by the Issuer, the Manager or any other Person.

(F) The Issuer Accounts and Hedge Collateral Accounts shall be governed by the Laws of the State of New York, regardless of any provision in any other agreement. For purposes of the UCC, New York shall be deemed to be the Securities Intermediary's jurisdiction and the Issuer Accounts and Hedge Collateral Accounts (as well as the securities entitlements (as defined in Section 8-102(a)(17) of the UCC) related thereto) shall be governed by the Laws of the State of New York.

(G) The Securities Intermediary has not entered into, and until the termination of this Indenture will not enter into, any agreement with any other Person relating to the Issuer Accounts or Hedge Collateral Accounts and/or any Financial Assets credited thereto pursuant to which it has agreed to comply with entitlement orders (as defined in Section 8-102(a)(8) of the New York UCC) of such other Person and the Securities Intermediary has not entered into, and until the termination of this Indenture will not enter into, any agreement with the Issuer, the Manager or the Indenture Trustee purporting to limit or condition the obligation of the Securities Intermediary to comply with entitlement orders as set forth in Section 8.2(g)(i)(E) hereof.

(H) Except for the claims and interest of the Indenture Trustee and of the Issuer in the Issuer Accounts and Hedge Collateral Accounts, the Securities Intermediary knows of no claim to, or interest in, the Issuer Accounts or Hedge Collateral Accounts or in any Financial Asset credited thereto. If any other Person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Issuer Accounts, Hedge Collateral Accounts or in any Financial Asset carried therein, the Securities Intermediary will promptly notify the Indenture Trustee, the Manager, the Issuer, each Hedge Counterparty and each Rating Agency.

(I) The Securities Intermediary will promptly send copies of all statements, confirmations and other correspondence concerning the Issuer Accounts and Hedge Collateral Accounts and/or any Issuer Account Property simultaneously to each of the Manager and the Indenture Trustee.

(J) The Securities Intermediary (A) shall be a corporation or national bank that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity hereunder, (B) shall not be an Affiliate of the Issuer, (C) shall have a combined capital and surplus of at least U.S.$500,000,000, (D) shall be subject to supervision or examination by United States federal or state authority and (E) shall have a rating of at least "A3" or better by Moody's, "A-" or better by S&P, and "A-" or better by Fitch (if such entity is rated by Fitch).

(K) The Securities Intermediary shall treat the Indenture Trustee as entitled to exercise the rights that comprise each financial asset credited to any Issuer Account and any Hedge Collateral Account.

(L) The Securities Intermediary shall not change the name or the account number of any Issuer Account or Hedge Collateral Account without the prior written consent of the Indenture Trustee (acting at the written direction of the Majority Noteholders or the Hedge Counterparties, as applicable).

(M) The Securities Intermediary shall not be a party to any agreement that is inconsistent with this Indenture, or that limits or conditions any of its obligations under this Indenture. The Securities Intermediary shall not take any action inconsistent with the provisions of this Indenture applicable to it.

(N) Each item of property credited to each Issuer Account and Hedge Collateral Account shall not be subject to, and the Securities Intermediary hereby waives, any security interest, lien, claim, encumbrance, or right of setoff in favor of the Securities Intermediary or anyone claiming through the Securities Intermediary (other than the Indenture Trustee).

(O) For purposes of Article 8 of the UCC, the jurisdiction of the Securities Intermediary with respect to the Collateral shall be the State of New York.

(P) It is the intent of the Indenture Trustee and the Issuer that each Issuer Account and Hedge Collateral Account shall be a securities account on behalf of the Indenture Trustee for the benefit of the Secured Parties and not an account of the Issuer.

(ii) The Manager shall have the power to instruct the Indenture Trustee in writing to make withdrawals and payments from the Issuer Accounts and Hedge Collateral Accounts for the purpose of permitting the Manager to carry out its respective duties under the Management Services Agreement or hereunder or permitting the Indenture Trustee to carry out its duties under the Indenture; provided, that the Indenture Trustee shall have no responsibility for monitoring the Manager's duties and shall rely exclusively on such written direction to determine if a withdrawal or payment should be made.

Section 8.3 Collection of Money. Except as otherwise expressly provided herein, the Indenture Trustee may demand payment or delivery of, and shall receive and collect, directly and without intervention or assistance of any fiscal agent or other intermediary, all money and other property payable to or receivable by the Indenture Trustee pursuant to this Indenture. The Indenture Trustee shall apply all such money received by it as provided in this Indenture. Except as otherwise expressly provided in this Indenture, if any default occurs in the making of any payment or performance under any agreement or instrument that is part of the Collateral, the Indenture Trustee may take such action as may be appropriate to enforce such payment or performance, including the institution and prosecution of appropriate Proceedings. Any such action shall be without prejudice to any right to claim a Default or Event of Default under this Indenture and any right to proceed thereafter as provided in Article V.

Section 8.4 Asset Disposition Proceeds.

(a) In the event that the Issuer or any Guarantor shall sell, transfer or otherwise dispose of any Assets in a Permitted Disposition (other than, for the avoidance of doubt, any transfer of Assets between the Guarantors pursuant to the proviso of the definition of Permitted Disposition) or purchased by the Manager from the Issuer or any Guarantor pursuant to Section 2(c)(iii) of the Management Services Agreement (i) a portion of such proceeds equal to the amount, if any, required to be paid by the Issuer pursuant to the termination, in whole or in part, of any Hedge Agreement in order to maintain compliance with Section 4.28 of this Indenture shall be deposited into the Collection Account and used for such purpose, and (ii) if, on a pro forma basis after giving effect to such sale, the repayment of the Notes and any required hedge termination payment with the remaining proceeds, the DSCR would be equal to or greater than 1.30 to 1.00, the Production Tracking Rate shall not be less than 80%, the LTV shall be equal to or less than 75% and the IO DSCR would be equal to or greater than 2.00 to 1.00 (the "Proceeds Retention Condition"), then the Issuer shall instruct the Paying Agent, on behalf of the Indenture Trustee, in writing to deposit the remaining proceeds (net of the amounts paid pursuant to subsection (i) above, together with any other applicable "net" amounts) ("Asset Disposition Proceeds") into the Asset Disposition Proceeds Account. In the event that clause (ii) of the Proceeds Retention Condition is not satisfied and such Permitted Disposition is permitted pursuant to the terms and conditions of this Indenture, including the prior receipt of any required written consent of the Majority Noteholders and Hedge Counterparties, then the Issuer shall instruct the Paying Agent, on behalf of the Indenture Trustee, in writing (A) to effectuate a Redemption with such proceeds up to the total amount of Asset Disposition Proceeds required to satisfy clause (ii) of the Proceeds Retention Condition after giving effect to such Redemption and (B) following such Redemption of the Notes, to deposit any remaining net proceeds from such disposition into the Asset Proceeds Disposition Account. For the avoidance of doubt, any amounts deposited in the Asset Proceeds Disposition Account pursuant to the immediately preceding clause (B) shall constitute Asset Disposition Proceeds.

(b) During the Asset Purchase Period, the Issuer shall be permitted to acquire Additional Assets (to the extent such purchase satisfies the requirements under clause (c) of the definition of Permitted Dispositions). In the event of such a purchase of Additional Assets, the Issuer shall provide written direction to the Indenture Trustee to make payment of the purchase price to such Person no later than five (5) Business Days prior to such acquisition; provided, that the Issuer certifies to the Indenture Trustee that (i) no Warm Trigger Event, Material Manager Default, Rapid Amortization Event exists, no Default or Event of Default has occurred and is continuing, (ii) no selection procedures materially adverse to the Noteholders or any of the Hedge Counterparties were used in selecting such Additional Assets for purchase, (iii) the Proceeds Retention Condition shall be satisfied (each on a pro forma basis after giving effect to such contemplated purchase of Additional Assets, the repayment of the Notes or any required hedge termination payment, if any, with any remaining amounts), and (iv) the Rating Agency Condition shall have been satisfied with respect thereto.

(c) In the event that any Asset Disposition Proceeds on deposit in the Asset Disposition Proceeds Account are not applied to the purchase of Additional Assets by the Payment Determination Date of the Collection Period following 180 days subsequent to the end of the Collection Period in which such Asset Disposition Proceeds were deposited into the Asset Disposition Proceeds Account (the "Asset Purchase Period"), the Issuer, or Manager on its behalf, shall direct the Indenture Trustee to deposit such remaining amounts into the Collection Account; provided, however, that the Issuer, or Manager on its behalf, may, in its sole discretion, direct the Paying Agent on behalf of the Indenture Trustee to deposit such remaining amounts into the Collection Account prior to the end of the Asset Purchase Period; provided, further, that, during the Asset Purchase Period, to the extent any Asset Disposition Proceeds on deposit in the Asset Disposition Proceeds Account are not applied to the purchase of Additional Assets, the Issuer, or the Manager on its behalf, at any time during the Asset Purchase Period may, but at the end of the Asset Purchase Period shall direct any funds to redeem Notes such that after such redemption, the DSCR shall not be less than 1.30 to 1.00, the Production Tracking Rate shall not be less than 80%, the IO DSCR shall not be less than 2.00 to 1.00 and the LTV shall not be greater than 75%, on a pro forma basis after giving effect to such sale or exchange and the application of the proceeds therefrom to the purchase of Additional Assets, the repayment of the Notes or any required hedge termination payment, if any; but in no event shall the aggregate principal amount of Notes so redeemed be less than the product of (i) 125% and (ii) 55% of the amount of Asset Disposition Proceeds not used to purchase Additional Assets, and any remaining amounts shall be deposited into the Collection Account and be deemed Available Funds for the next Payment Date.

Section 8.5 Asset Valuation.

(a) Reserve Reports. The Issuer will be required to deliver, or to cause the Manager to deliver, to the Indenture Trustee, the Back-up Manager and each Rating Agency an updated Reserve Report within ninety (90) days of the commencement of each calendar year (which report shall be audited or prepared by an Independent Petroleum Engineer) and on June 30 of each year (which report shall be internally prepared by the Issuer); provided, that the Issuer must deliver an updated Reserve Report within forty-five (45) days of any Permitted Disposition or combination of related Permitted Dispositions (other than any transfer of Assets between the Guarantors pursuant to the proviso of the definition of Permitted Disposition) of an aggregate amount of Assets exceeding 5% of the PV-10 of the Assets as of the Closing Date (it being understood that (i) such updated Reserve Report may be the same report as the most recently delivered Reserve Report, rolled forward by or under the supervision of the Chief Operating Officer (or similarly titled position) of the Manager and (ii) to the extent a Reserve Report with respect to a Permitted Disposition or combination of related Permitted Dispositions has been so delivered to the Indenture Trustee, the Back-up Manager and each Rating Agency, the foregoing shall not require the delivery of an additional Reserve Report upon additional related Permitted Dispositions unless and until the aggregate amount of such additional related Permitted Dispositions exceeds 5% of the PV-10 of the Assets as of the Closing Date) (and, following any fiscal year for which the P&A Expense Amount exceeds the P&A Reserve Trigger Amount, such updated Reserve Report shall include a separate schedule identifying the estimated net capital expenditures associated with plugging and abandonment liabilities with respect to the Wellbore Interests), and, to the extent the Issuer, or the Manager on the Issuer's behalf, in its discretion obtains an updated Reserve Report prior to any otherwise scheduled annually updated Reserve Report, the Issuer, or the Manager on the Issuer's behalf, will be required to deliver each such updated Reserve Report to such persons promptly upon its receipt thereof. The Reserve Report shall be prepared by or under the supervision of the Chief Operating Officer (or similarly titled position) of the Manager, who shall certify such Reserve Report to be true and accurate and to have been prepared in accordance with the procedures used in the immediately preceding Reserve Report (and, with respect to the first Reserve Report delivered by the Issuer under this Indenture, the Separation Agreement Reserve Report). With the delivery of each Reserve Report, the Issuer shall provide to the Indenture Trustee, the Back-up Manager and each Rating Agency a certificate from a Responsible Officer of the Manager certifying that in all material respects the information contained in the Reserve Report and any other information delivered in connection therewith is true and correct, the Issuer Parties own good and defensible title to the Assets evaluated in such Reserve Report, such Assets are free of all Liens except for Permitted Liens and that, to the extent there has been a change in the Net Revenue Interest or Working Interest, that change is identified in an exhibit to the certificate. With the delivery of each Reserve Report, the Issuer shall provide to the Indenture Trustee, the Back-up Manager and each Rating Agency a report that shows any change, set forth to the eighth decimal place, in the Net Revenue Interest relating to the prior year or Working Interest relating to the prior year with respect to any Well from the Net Revenue Interest or Working Interest provided in the previous Reserve Report, and except to the extent already included in a report under this Section 8.5. The Indenture Trustee shall promptly make any such Reserve Reports, certificates and other reports delivered pursuant to this Section 8.5 available to the Noteholders and the Hedge Counterparties by posting any such Reserve Reports, certificates or other reports delivered pursuant to this Section 8.5, to its internet website referenced in Section 6.6 hereof subject to the terms thereof.

Section 8.6 Distributions.

(i) Except as otherwise provided in clause (ii) below, on each Payment Date, the Issuer, or the Manager on the Issuer's behalf, shall instruct the Indenture Trustee in writing (based solely on the information contained in the Payment Date Report delivered on the related Payment Determination Date pursuant to this Section 8.6) to apply all Available Funds for payments of the following amounts in the following order of priority; provided, that, with respect to the Payment Dates on November 28, 2022 and December 28, 2022, amounts shall be applied from amounts deposited from the Liquidity Reserve Account into the Collection Account:

(A) (1) to the Indenture Trustee, the Indenture Trustee's (x) fees and any accrued and unpaid fees of the Indenture Trustee with respect to prior Payment Dates, plus (y) any Administrative Expenses owed to the Indenture Trustee; provided, that, in no event shall the cumulative aggregate amount paid to the Indenture Trustee pursuant to this clause (A)(1) exceed $150,000 in any calendar year (provided, that any amounts in excess of $150,000 which are unpaid pursuant to the cap herein or pursuant to Section 8.6(i)(K) shall remain due and owing to the Indenture Trustee and payable in the following year and each subsequent year thereafter until repaid in full); provided, however, that upon the occurrence and during the continuation of an Event of Default, no such cap shall apply, and (2) to the Back-up Manager, the Back-up Management Fee and any accrued and unpaid Back-up Management Fees or indemnity amounts with respect to prior Payment Dates, plus any Administrative Expenses payable to the Back-up Manager; provided, that, in no event shall the cumulative aggregate amount of payments paid pursuant to this clause (A)(2) exceed (i) $150,000 in any calendar year during which the Back-up Manager does not perform any Warm Back-up Management Duties or Hot Back-up Management Duties (provided, that any amounts in excess of $150,000 which are unpaid pursuant to the cap herein shall remain due and owing to the Back-up Manager and payable in the following year and each subsequent year thereafter until repaid in full), (ii) $550,000 in any calendar year during which the Back-up Manager performs Warm Back-up Management Duties (but not Hot Back-up Management Duties) (provided, that any amounts in excess of $550,000 which are unpaid pursuant to the cap herein shall remain due and owing to the Back-up Manager and payable in the following year and each subsequent year thereafter until repaid in full), and (iii) $1,000,000 in any calendar year during which the Back-up Manager performs Hot Back-up Management Duties (provided, that any amounts in excess of $1,000,000 which are unpaid pursuant to the cap herein shall remain due and owing to the Back-up Manager and payable in the following year and each subsequent year thereafter until repaid in full); provided, however, that in the event of a liquidation following an Event of Default, no such cap shall apply;

(B) to the Manager, the Administration Fee and any accrued and unpaid Administration Fees with respect to prior Payment Dates; provided, that, in no event shall the cumulative aggregate amount of Administration Fees paid pursuant to this clause (B) exceed $300,000 in any calendar year;

(C) *pro rata and pari passu*, (1) to the Hedge Counterparties, *pro rata*, any net payments due and payable by the Issuer under the related Hedge Agreements, in each case, other than termination amounts, and (2) to the Noteholders, pro rata, based on the Note Interest due, the Note Interest for such Payment Date;

(D) to the Hedge Counterparties, *pro rata*, termination payments arising from reductions in the notional amount under the related Hedge Agreements in order to maintain compliance with Section 4.28 of the Indenture;

(E) to the Liquidity Reserve Account, the amount necessary to cause the balance in the Liquidity Reserve Account to equal the Liquidity Reserve Account Target Amount;

(F) *pro rata and pari passu*, (1) to the Noteholders, *pro rata*, based on the Outstanding Principal Balance, as payment of principal on the Notes, the Principal Distribution Amount with respect to such Payment Date, and (2) to the Hedge Counterparties, *pro rata*, any termination payments owed as a result of an event of default under Sections 5(a)(i) (Failure to Pay) or 5(a)(vii) (Bankruptcy), in each case where Issuer is the Defaulting Party (as defined therein) of the related Hedge Agreement;

(G) to the Noteholders, *pro rata*, based on the Outstanding Principal Balance, the Excess Amortization Amount (if any) with respect to such Payment Date where the Excess Allocation Percentage is 50%;

(H) *pro rata and pari passu* (1) to the Noteholders, *pro rata*, (i) based on the Outstanding Principal Balance, in the case of a Redemption, the applicable Redemption Price and (ii) the Excess Amortization Amount (if any) with respect to such Payment Date where the Excess Allocation Percentage is 100% and (2) to the Hedge Counterparties, *pro rata*, any termination amounts due and payable by the Issuer under the related Hedge Agreements but not paid in accordance with clauses (D) or (F) above;

(I) if a P&A Reserve Trigger has occurred with respect to the Issuer's prior fiscal year, to the P&A Reserve Account, the amount necessary to cause the balance in the P&A Reserve Account to equal the P&A Reserve Amount;

(J) to the Noteholders and the Hedge Counterparties, any remaining amounts owed under the Basic Documents;

(K) to the Indenture Trustee and the Back-up Manager, any amounts owed but not paid in accordance with clause (A) above;

(L) *pro rata and pari passu*, (a) to the Manager, any unpaid AFE Cover Amounts and any amounts owed but not paid in accordance with clause (B) above and (b) the Operator, any Operating Expense in excess of the Operating Expense Limit, including amounts owing from prior Payment Dates;

(M) *pro rata and pari passu* to DP Tapstone or OCM, any indemnity amount due and payable under the relevant Separation Agreement; and

(N) to the Issuer, all remaining amounts, free and clear of the lien of the Indenture, any remaining Available Funds, free and clear of the lien of the Indenture; provided, that, during the continuance of any event or condition that, with notice, the lapse of time, or both, that does or would constitute a Rapid Amortization Event, a Warm Trigger Event, an Event of Default or a Material Manager Default, any remaining amounts shall remain on deposit in the Collection Account, the Liquidity Reserve Account or the P&A Reserve Account, as applicable, for application as Available Funds.

(ii) On each Payment Date (a) as of which the Notes have been accelerated as a result of an Event of Default, (b) on which a Redemption is scheduled to occur or (c) that is on or after the Final Scheduled Payment Date, in each case as specified solely in the Payment Date Report, Available Funds and all amounts in the Collection Account, the Liquidity Reserve Account, the Asset Disposition Proceeds
Account and the P&A Reserve Account shall be distributed by the Indenture Trustee in the following order and priority of payments:

(A) all payments required and in the order required by Section 8.6(i)(A) and (B), in each case without giving effect to the provisos stated therein;

(B) *pro rata and pari passu*, (1) to the Hedge Counterparties, *pro rata,* any net payments under the Hedge Agreement (other than any termination amounts) and (2) to the Noteholders, *pro rata*, based on the respective Note Interest due, Note Interest;

(C) *pro rata* and *pari passu*, (1) to the Noteholders, *pro rata*, the Outstanding Principal Balance, (2) without duplication, the applicable Redemption Price, and (3) to the Hedge Counterparties, *pro rata*, any amounts due and payable by the Issuer under the related Hedge Agreements (including any termination amounts and any other amounts due and payable by the Issuer thereunder) that have not been paid pursuant to clause (B);

(D) to the Noteholders and Hedge Counterparties, any remaining amounts owed under the Basic Documents;

(E) *pro rata* and *pari passu*, (a) to the Indenture Trustee, the Back-up Manager and the Manager, any amounts owed but not paid in accordance with clause (A) above and (b) to the Operator, any Operating Expense in excess of the Operating Expense Limit, including amounts owing from prior Payment Dates; and

(F) to the Issuer, all remaining amounts, free and clear of the lien of the Indenture.

(iii) On or prior to the close of business on each Payment Determination Date, the Manager shall calculate all amounts required to be withdrawn from the Issuer Accounts (as applicable) and distributed in accordance with the priority of payments under Section 8.6(i) and Section 8.6(ii) and shall provide such calculation to the Indenture Trustee as set forth in the Payment Date Report.

(iv) Notwithstanding the foregoing, if (x) a Diversified Party other than the Issuer or (y) OCM pays any amounts to the Issuer (i) with respect to any matters arising out of or relating to a breach of contract or indemnification obligation under any Basic Document or (ii) under the applicable Separation Agreement, those amounts less, with respect to subclause (i), the sum of (A) any amounts paid or payable by the Issuer to any third parties as of the time of receipt with respect to the applicable breach or indemnification obligation and (B) any amounts reinvested or reasonably expected to be reinvested by the Issuer (including to cure or remedy any breach or liability) to the extent permitted by the Basic Documents, shall be paid to the Noteholders in a redemption of the Notes in accordance with clause (i) of the Priority of Payments set forth above without premium or penalty.

Section 8.7 Liquidity Reserve Account.

(a) On the Closing Date, the Issuer shall cause an amount not less than the Liquidity Reserve Account Initial Deposit to be deposited by the Indenture Trustee into the Liquidity Reserve Account.

(b) If the amount on deposit in the Liquidity Reserve Account on any Payment Date (after giving effect to all deposits thereto or withdrawals therefrom on such Payment Date) is greater than the Liquidity Reserve Account Target Amount for such Payment Date, the Manager shall instruct the Indenture Trustee to withdraw such amount from the Liquidity Reserve Account and apply it as Available Funds for such Payment Date as set forth in the Payment Date Report.

(c) Without duplication, in the event that the Available Funds for a Payment Date are not sufficient to make the full amount of the payments and deposits required pursuant to Sections 8.6(i)(A) through (C) on such Payment Date, the Manager shall instruct the Paying Agent on behalf of the Indenture Trustee to withdraw from the Liquidity Reserve Account on such Payment Date an amount equal to such shortfall, to the extent of funds available therein, and pay or deposit such amount according to the priorities set forth in Sections 8.6(i)(A) through (C). In addition, if Section 8.6(ii) applies, all amounts shall be withdrawn from the Liquidity Reserve Account and applied as provided in Section 8.6(ii), as set forth in the Payment Date Report.

(d) Following the payment in full of the aggregate Outstanding Amount of the Notes and termination or expiration of all Hedge Agreements and payment in full of all obligations due and payable in connection therewith (including any early termination amounts due thereunder) and of all other amounts owing or to be distributed hereunder to Noteholders and the Hedge Counterparties, any amount remaining on deposit in the Liquidity Reserve Account shall be distributed to the Issuer free and clear of the lien of this Indenture upon written direction to the Indenture Trustee by the Manager.

Section 8.8 Statements to Noteholders. On or prior to the close of business on each Payment Determination Date, the Issuer shall cause the Manager to provide to the Indenture Trustee for the Indenture Trustee to (x) post on its internet website pursuant to Section 6.6 of the Indenture or (y) provide to each Hedge Counterparty who does not then have access to such website pursuant to Section 6.6 hereof, a statement substantially in the form of Exhibit D hereto, setting forth at least the following information as to the Notes, to the extent applicable:

(a) the amount of Collections and Asset Disposition Proceeds, if any, received in the Collection Account with respect to the related Collection Period;

(b) confirmation of compliance with the terms of the Indenture and the other Basic Documents;

(c) other reports received or prepared by the Manager in respect of the Oil and Gas Portfolio and the Hedge Agreements, along with a summary of all Hedge Agreements in place, including volumes and percentage of production that is hedged, along with a calculation of the hedge ratio;

(d) the amount of Administrative Expenses, Direct Expenses and indemnity payments paid to each party or withheld by the Operator pursuant to the Joint Operating Agreement or the Manager pursuant to the Management Services Agreement during the most recent Collection Period;

(e) the amount of any fees and expenses paid to the Indenture Trustee, the Manager or the Back-up Manager with respect to the related Collection Period;

(f) if any, the amount of (i) any payment (including breakage or termination payments) paid to the Hedge Counterparties with respect to the related Collection Period, (ii) all deposits into and payments out of each Hedge Collateral Account from or to each Hedge Counterparty during the Collection Period, and (iii) the balance of each Hedge Counterparty's deposits on such Payment Determination Date, including, for the avoidance of doubt, the name of each Hedge Counterparty entitled to the balance identified by the Manager in clause (ii) above; provided, however, if a segregated Hedge Collateral Account is maintained for any one or more of the Hedge Counterparties, the information set out in clauses (ii) and (iii) need only be provided to each such Hedge Counterparty, individually, the Indenture Trustee and the Securities Intermediary and will not be required to be posted on the Indenture Trustee's website;

(g) the amount deposited in or withdrawn from the Liquidity Reserve Account on such Payment Determination Date, the amount on deposit in the Liquidity Reserve Account after giving effect to such deposit or withdrawal and the Liquidity Reserve Account Target Amount for such Payment Date;

(h) the amount deposited in or withdrawn from the P&A Reserve Account on such Payment Determination Date, the amount on deposit in the P&A Reserve Account after giving effect to such deposit or withdrawal and the P&A Reserve Account Target Amount for such Payment Date;

(i) the Outstanding Principal Amount, the Principal Distribution Amount and the Excess Amortization Amount (if any), with respect to such Payment Determination Date;

(j) the Note Interest, including any Subsequent Rate of Interest, with respect to such Payment Date;

(k) as of the Notification Date, confirmation as to whether a Subsequent Rate of Interest shall go into effect with, if applicable, a copy of the Satisfaction Notification;

(l) the Excess Allocation Percentage (if any) with respect to such Payment Date;

(m) the amount of the DSCR, the IO DSCR, the LTV, the Production Tracking Rate and the Securitized Net Cash Flow, in each case with respect to the related Collection Period

(n) the amounts on deposit in each Issuer Account as of the related Payment Determination Date;

(o) amounts due and owing and paid to the Noteholders under the Note Purchase Agreement and other Basic Documents;

(p) identification of any Assets repurchased by Diversified by Well number with respect to such Asset (as specified in the Schedule of Assets), to the extent applicable;

(q) a listing of all Permitted Indebtedness outstanding as of such date;

(r) the amount of any Excess Funds and AFE Cover Amounts utilized to participate in AFE Operations during the related Collection Period;

(s) a listing of any Additional Assets acquired by the Issuer or the Guarantors;

(t) any reports regarding greenhouse gas or other carbon emissions associated with any Issuer Party's operations or the products, to the extent publicly disclosed by the Issuer or any of its Affiliates;

(u) the amount of Asset Disposition Proceeds deposited in the Asset Disposition Proceeds Account;

(v) on an annual basis, on the Payment Determination Date occurring in March such report shall include the aggregate P&A Expense Amount for the preceding year and the excess, if any, of the P&A Expense Amount in excess of the P&A Reserve Trigger Amount;

(w) on an annual basis such report shall include any change, set forth to the fourth decimal place, in the Net Revenue Interest or Working Interest with respect to any Well from the Net Revenue Interest or Working Interest reflected in the most recent Reserve Report, except to the extent already expressly identified in a report under this Section 8.8;

(x) reasonably detailed information regarding any Title Failure (as defined in the Separation Agreement) of which any Issuer Party has Knowledge and all documentation with respect to any actions, claims or Proceedings under the Separation Agreement;

(y) any material Environmental Liability of which Issuer, Operator, Manager or any Affiliate thereof obtained Knowledge since the most recent report delivered under this Section 8.8;

(z) the filing or commencement of, or the threat in writing of, any action, suit, investigation, arbitration or proceeding by or before any arbitrator or Governmental Body against Issuer, or any material adverse development in any action, suit, proceeding, investigation or arbitration (whether or not previously disclosed), that, in either case, if adversely determined, could reasonably be expected to result in liability in excess of $250,000;

(aa) a reasonably detailed description of any Permitted Dispositions (other than any transfer of Assets between the Guarantors pursuant to the proviso of the definition of Permitted Disposition); and

(bb) on the first Payment Determination Date where either Sustainability Performance Target has been met, a statement to that effect, together with copies of the confirmation from the External Verifier.

Deliveries pursuant to this Section 8.8 or any other Section of this Indenture may be delivered by electronic mail.

Section 8.9 Risk Retention Disclosure.

(a) Within thirty (30) calendar days following the Closing Date, the Indenture Trustee, based solely on information provided to it by Diversified, will make available to Noteholders and the Hedge Counterparties at its internet website set forth in Section 6.6 hereof, a statement with valuations prepared by Diversified, and furnished to the Indenture Trustee by Diversified in accordance with the terms hereof, that will set forth the following information:

(i) the fair value, expressed as a percentage of the fair value of all of the asset-backed securities issued by the Issuer on the Closing Date and by dollar amount, of the Risk Retained Interest retained by Diversified Corp (or its majority-owned Affiliate) as of the Closing Date, based on actual sale prices and finalized tranche sizes;

(ii) the fair value, expressed as a percentage of the fair value of all of the asset-backed securities issued by the Issuer on the Closing Date and by dollar amount, of the horizontal risk retention interest that Diversified Corp is required to retain under the U.S. Credit Risk Retention Rules as of the Closing Date; and

(iii) in no event shall the Indenture Trustee have any responsibility to monitor compliance with or enforce compliance with U.S. Credit Risk Retention Rules or other rules or regulations relating to risk retention. The Indenture Trustee shall not be charged with knowledge of such rules, nor shall it be liable to any Noteholder or other party for violation of such rules now or hereinafter in effect.

Section 8.10 [Reserved].

Section 8.11 Original Documents. The Indenture Trustee agrees to hold any assignments of mortgage or deeds of trust that are part of the Collateral received by it. The Indenture Trustee shall keep such documents in its possession separate and apart from all other property that it is holding in its possession and from its own general assets. The Indenture Trustee shall keep records showing that it is holding such documents pursuant to this Indenture. Such documents shall be released by the Indenture Trustee to or at the direction of the Issuer upon the satisfaction and discharge of this Indenture.

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 9.1 Supplemental Indentures Not Requiring Consent of Noteholders. The Issuer Parties and the Indenture Trustee, when authorized by an Issuer Order, may, without the consent of any of the Noteholders or Hedge Counterparties, if the rights of such Noteholders or Hedge Counterparty would not be adversely affected in any material respect and written confirmation from any Rating Agency currently rating the Notes that no immediate withdrawal or reduction with respect to its then current rating of any class of rated Notes will occur as a result, enter into any indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Indenture;

(b) to grant to or confer upon the Indenture Trustee for the benefit of the Secured Parties any additional benefits, rights, remedies, powers or authorities;

(c) to subject to this Indenture additional revenues, properties or collateral (other than Additional Assets);

(d) in connection with an Issuer Party consolidating with or merging with any other Person or conveying, transferring or leasing all or substantially all of its assets in a single transaction or series of transactions to any Person pursuant to Section 4.16, to evidence the assumption by such Person of the due and punctual performance and observance of each covenant and condition of this Indenture and any other changes necessary to effect such transaction and the administration of this Indenture;

(e) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Notes for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939, as amended, or similar federal statute;

(f) to evidence the appointment of a separate or co-Indenture Trustee or a co-registrar or transfer agent or the succession of a new Indenture Trustee hereunder; or

(g) to make any changes necessary to comply with or obtain more favorable treatment under the Code and the regulations promulgated thereunder;

provided, however, that nothing in this Section shall permit, or be construed as permitting, any modification of the trusts, powers, rights, duties, remedies, indemnities, immunities and privileges of the Indenture Trustee without the prior written approval of the Indenture Trustee, which approval shall be evidenced by execution of a Supplemental Indenture; provided further, that a copy of such supplemental indenture or amendment shall be provided to the Noteholders and the Hedge Counterparties within two (2) Business Days of the effectiveness of such supplemental indenture or amendment.

For any supplemental indenture or amendment pursuant to this Section 9.1, no such supplemental indenture or amendment shall be effective unless (i) the Rating Agency Condition shall have been satisfied and (ii) the Issuer furnishes to the Indenture Trustee, the Noteholders and the Hedge Counterparties, at the Issuer's expense, an Opinion of Counsel stating that, or Officer's Certificate of the Issuer certifying that (a) such action is authorized or permitted by the Indenture, (b) all conditions precedent under the Indenture for the taking of such action have been complied with and (c) such action will not materially adversely affect the interests of any Noteholders or the Hedge Counterparties.

Section 9.2 Supplemental Indentures with Consent of Noteholders and Hedge Counterparties.

(a) The Issuer and the Indenture Trustee, when authorized by an Issuer Order, may, with the consent of the Majority Noteholders by Act of the Noteholders delivered to the Issuer and the Indenture Trustee, and with notice to each Hedge Counterparty (and the consent of any Hedge Counterparty if the rights of such Hedge Counterparty would be adversely affected in any material respect), and written confirmation from any Rating Agency currently rating the Notes that no immediate withdrawal or reduction with respect to its then-current rating of any class of rated Notes will occur as a result, by Act of the Noteholders delivered to the Issuer and the Indenture Trustee, enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Indenture or of modifying in any manner the rights of the Noteholders of the Notes under this Indenture; provided, however, that no such supplemental indenture shall, without the consent of the Noteholder of each Outstanding Note or the Hedge Counterparty of each Hedge Agreement affected thereby:

(i) change the Final Scheduled Payment Date or the date of payment of any installment of principal of or interest on any Note, or reduce the principal amount thereof, the Interest Rate thereon or the Applicable Premium or Change of Control Applicable Premium or Redemption Price or Change of Control Redemption Price, as applicable, with respect thereto, change the provisions of this Indenture relating to the application of collections on, or the proceeds of the sale of, the Collateral to payment of principal of or interest on the Notes or any payments or priority of payments to any Hedge Counterparty under the Hedge Agreements, or change any place of payment where, or the coin or currency in which, any Note or the interest thereon is payable, or impair the right to institute suit for the enforcement of the provisions of this Indenture requiring the application of funds available therefor, as provided in Article V, to the payment of any such amount due on the Notes or under the Hedge Agreements on or after the respective due dates thereof (or, in the case of redemption, on or after the Redemption Date);

(ii) reduce the percentage of the Outstanding Amount of the Notes, the consent of the Noteholders of which is required for any such supplemental indenture, or the consent of the Noteholders of which is required for any waiver of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences provided for in this Indenture;

(iii) modify or alter the provisions of the proviso to the definition of the term "Outstanding";

(iv) modify or alter the definitions of the terms "Available Funds," "Equity Contribution Cure," "Excess Allocation Percentage," "Excess Amortization Amount," "Excess Funds," "[***]," "Hedge Agreement," "Hedge Counterparty," "Hedge Counterparty Rating Requirement," "Liquidity Reserve Account Target Amount," "Majority Noteholders," "Methane Emissions Performance Target," "P&A Reserve Amount," "Permitted Dispositions," "Permitted Liens," "Principal Distribution Amount," "Production Tracking Rate," "Rapid Amortization Event," "Redemption Price," "Reserve Report," "Scheduled Principal Distribution Amount," "Securitized Net Cash Flow," "Warm Trigger Event," "DSCR," "IO DSCR" or "LTV";

(v) reduce the percentage of the Outstanding Amount of the Notes required to direct the Indenture Trustee to direct the Issuer to sell or liquidate the Collateral pursuant to Section 5.4;

(vi) modify any provision of this Section 9.2 except to increase any percentage specified herein or to provide that certain additional provisions of this Indenture or the Basic Documents (excluding the Hedge Agreements) cannot be modified or waived without the consent of the Noteholder of each Outstanding Note affected thereby or, if any Hedge Agreements are to be affected thereby, without the consent of the Hedge Counterparties;

(vii) modify Section 8.6 or modify any of the provisions of this Indenture in such manner as to affect the calculation of the amount of any payment of interest or principal due on any Note on any Payment Date (including the calculation of any of the individual components of such calculation) or to affect the rights of the Noteholders to the benefit of any provisions for the optional or mandatory redemption of the Notes contained herein;

(viii) permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture with respect to any part of the Collateral (other than Permitted Liens) or, except as otherwise permitted or contemplated herein, terminate the lien of this Indenture on any property at any time subject hereto or deprive the Noteholder of any Note or the Hedge Counterparty to any Hedge Agreement of the security provided by the lien of this Indenture; or

(ix) except as provided in Section 5.4(a)(iv), liquidate the Assets when the proceeds of such sale would be insufficient to fully pay the Notes and the obligations of Issuer under the Hedge Agreements.

(b) The Indenture Trustee shall rely exclusively on an Officer's Certificate of the Issuer and an Opinion of Counsel to determine whether any such action would require the consent of the Majority Noteholders, the consent of all of the Noteholders or the consent of all Hedge Counterparties. The Indenture Trustee shall not be liable for reliance on such Officer's Certificate or Opinion of Counsel.

(c) Reserved.

(d) Promptly after the execution by the Issuer and the Indenture Trustee of any supplemental indenture pursuant to this Section 9.2, the Indenture Trustee shall transmit to the Noteholders of the Notes, the Hedge Counterparties, and each Rating Agency a notice (to be provided by the Issuer) setting forth in general terms the substance of such supplemental indenture and a copy of such supplemental indenture. Any failure of the Indenture Trustee to transmit such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

Section 9.3 Execution of Supplemental Indentures. In executing, or permitting the additional trusts created by, any supplemental indenture permitted by this Article IX or the modification thereby of the trusts created by this Indenture, the Indenture Trustee shall be provided with and, subject to Sections 6.1 and 6.2, shall be fully protected in relying upon, an Officer's Certificate of the Issuer and an Opinion of Counsel stating that the execution of such supplemental indenture (i) is authorized or permitted by this Indenture and that all conditions precedent under this Indenture for the execution of the supplemental indenture have been complied with, (ii) will not cause any Issuer Party to become a corporation or another entity taxable as a corporation for U.S. federal income tax purposes, and (iii) will not cause the Notes that were characterized as indebtedness at issuance to be treated as other than indebtedness for U.S. federal income tax purposes; provided, that the Opinion of Counsel described in clause (ii) and clause (iii) will be subject to the same conditions, exclusions and limitations as any Opinion of Counsel with respect to such matters given upon the issuance of the Notes. The Indenture Trustee may, but shall not be obligated to, enter into any such supplemental indenture that affects the Indenture Trustee's own rights, duties, liabilities or immunities under this Indenture or otherwise. The Indenture Trustee shall notify each Rating Agency of the execution of any Supplemental Indentures. The Issuer shall notify the Back-up Manager of any amendment to the Basic Documents that (x) modifies the duties of the Manager or Operator and (y) adversely affects or increases the duties of the Back-up Manager. No amendment to a Basic Document that adversely affects or increases the duties of the Back-up Manager will be effective without the consent of the Back-up Manager.

Section 9.4 Effect of Supplemental Indenture. Upon the execution of any supplemental indenture pursuant to the provisions hereof, this Indenture shall be and shall be deemed to be modified and amended in accordance therewith with respect to the Notes affected thereby, and the respective rights, limitations of rights, obligations, duties, liabilities and immunities under this Indenture of the Indenture Trustee, the Issuer, the Hedge Counterparties, and the Noteholders of the Notes shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 9.5 Reference in Notes to Supplemental Indentures. If the Issuer or the Indenture Trustee shall so determine, new Notes so modified as to conform, in the opinion of the Indenture Trustee and the Issuer, to any such supplemental indenture may be prepared and executed by the Issuer and authenticated and delivered by the Indenture Trustee in exchange for Outstanding Notes.

ARTICLE X
REDEMPTION OF NOTES

Section 10.1 Redemption.

(a) Subject to Section 10.1(b), the Outstanding Notes are subject to redemption in whole, but not in part, at the direction of the Issuer on the Redemption Date. If the Outstanding Notes, or some portion thereof, are to be redeemed pursuant to this Section 10.1(a), the Issuer shall furnish notice of such election to the Indenture Trustee not later than the close of business on the first (1st) Business Day of the month in which the Redemption Date occurs and the Issuer shall deposit by 10:00 A.M. New York City time on the Redemption Date with the Paying Agent in the Collection Account the Redemption Price of the Notes to be redeemed, whereupon all such Notes shall be due and payable on the Redemption Date upon the furnishing of a notice complying with Section 10.2 to each Noteholder of the Notes.

(b) Upon the occurrence of a Change of Control, the Outstanding Notes are subject to redemption in whole, but not in part, on the Redemption Date at the Change of Control Redemption Price. If the Outstanding Notes, or some portion thereof, are to be redeemed pursuant to this Section 10.1(b), the Issuer shall furnish notice of such election to the Indenture Trustee not later than the close of business on the ninetieth (90th) day subsequent to the date on which the Change of Control occurs and the Issuer shall deposit by 10:00 A.M. New York City time on the Redemption Date with the Paying Agent in the Collection Account the Change of Control Redemption Price of the Notes to be redeemed, whereupon all such Notes shall be due and payable on the Redemption Date upon the furnishing of a notice complying with Section 10.2 to each Noteholder.

Section 10.2 Form of Redemption Notice. Following receipt by the Indenture Trustee of the Issuer's notice of redemption in accordance with Section 10.1, such notice of redemption shall be posted to the Indenture Trustee's website for distributing information to the Noteholders and given by the Indenture Trustee by first-class mail, overnight mail or postage prepaid not later than thirty (30) days prior to the applicable Redemption Date to each Noteholder affected thereby and each Hedge Counterparty, as of the close of business on the Record Date preceding the applicable Redemption Date, at such Noteholder's address appearing in the Note Register. The Indenture Trustee shall provide a copy of such notice to each Rating Agency.

All notices of redemption shall state:

(a) the Redemption Date;

(b) the Redemption Price or Change of Control Redemption Price, as applicable; and

(c) the place where such Notes are to be surrendered for payment of the Redemption Price or Change of Control Redemption Price, as applicable (which shall be the office or agency of the Issuer to be maintained as provided in Section 4.2).

Notice of redemption of the Notes shall be given by the Indenture Trustee in the name and at the expense of the Issuer. Failure to give notice of redemption, or any defect therein, to any Noteholder shall not impair or affect the validity of the redemption of any other Note.

Section 10.3 Notes Payable on Redemption Date. The Notes or portions thereof to be redeemed shall, following notice of redemption as required by Section 10.2, on the Redemption Date become due and payable at the Redemption Price or Change of Control Redemption Price, as applicable, and (unless the Issuer shall default in the payment of the Redemption Price or Change of Control Redemption Price, as applicable) no interest shall accrue on the Redemption Price or Change of Control Redemption Price, as applicable, for any period after the date to which accrued interest is calculated for purposes of calculating the Redemption Price or Change of Control Redemption Price, as applicable. On or before such Redemption Date, Issuer shall cause the aggregate Redemption Price to be deposited to the Collection Account, and such amount shall be paid in accordance with Section 8.6(ii).

ARTICLE XI
SATISFACTION AND DISCHARGE

Section 11.1 Satisfaction and Discharge of Indenture With Respect to the Notes. This Indenture shall cease to be of further effect with respect to the Notes except as to (i) rights of registration of transfer and exchange, (ii) substitution of mutilated, destroyed, lost or stolen Notes, (iii) rights of Noteholders to receive payments of principal thereof and interest thereon plus all other amounts due under the Basic Documents, (iv) Sections 4.1, 4.2, 4.3, 4.4, 4.8, 4.11, 4.12, 4.14 and 4.18, (v) the rights, obligations and immunities of the Indenture Trustee hereunder (including the rights of the Indenture Trustee under Section 6.7 and the obligations of the Indenture Trustee under Section 11.2) and (vi) the rights of Noteholders as beneficiaries hereof with respect to the property so deposited with the Indenture Trustee payable to all or any of them, and the Indenture Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture with respect to the Notes, when:

(A) either:

(1) all Notes theretofore authenticated and delivered (other than (i) Notes that have been destroyed, lost or stolen and that have been replaced or paid as provided in Section 2.6 and (ii) Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust, as provided in Section 4.3) have been delivered to the Indenture Trustee for cancellation; or

(2) all Notes not theretofore delivered to the Indenture Trustee for cancellation:

(I) have become due and payable, or

(II) are to be called for redemption within one year under arrangements satisfactory to the Indenture Trustee for the giving of notice of redemption by the Indenture Trustee in the name, and at the expense, of the Issuer, and the Issuer, in the case of (I) or (II) above, has irrevocably deposited or caused to be irrevocably deposited with the Indenture Trustee cash or direct obligations of or obligations guaranteed by the United States of America (which will mature prior to the date such amounts are payable), in trust for such purpose, in an amount sufficient to pay and discharge the entire indebtedness on such Notes not theretofore delivered to the Indenture Trustee for cancellation when due to the applicable Final Scheduled Payment Date or Redemption Date (if Notes shall have been called for redemption pursuant to Section 10.1), as the case may be;

(B) the Issuer has paid or caused to be paid all other sums payable by the Issuer hereunder; and

(C) the Issuer has delivered to the Indenture Trustee an Officer's Certificate, an Opinion of Counsel and, each meeting the applicable requirements of Section 12.1(a) and, subject to Section 12.2, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with.

Notwithstanding the foregoing, the foregoing satisfaction and discharge of the Indenture only applies to the Notes and the Noteholders subject to the terms in this Section 11. The Indenture shall not terminate and cease to be of further effect with respect to any of the Hedge Counterparties or any of the Hedge Agreements until and unless all of the Hedge Agreements have terminated and all payments thereunder, including the termination value, have been paid in full. At any time that the Notes are no longer outstanding, the Hedge Counterparties shall be entitled to exercise any rights and remedies set forth herein and in the Basic Documents otherwise afforded to the Noteholders or Majority Noteholders.

Section 11.2 Application of Trust Money. All monies deposited with the Indenture Trustee pursuant to Section 11.1 hereof shall be held on behalf of the Noteholders and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent, as the Indenture Trustee may determine, (i) to the Noteholders of the particular Notes for the payment or redemption of which such monies have been deposited with the Indenture Trustee, of all sums due and to become due thereon for principal and interest plus all other amounts due under the Basic Documents and (ii) to the Hedge Counterparties, of all sums, if any, due or to become due to the applicable Hedge Counterparty under and in accordance with the Hedge Agreements; but such monies need not be segregated from other funds except to the extent required herein or in the Management Services Agreement or required by Law.

Section 11.3 Repayment of Monies Held by Paying Agent. In connection with the satisfaction and discharge of this Indenture with respect to the Notes, all monies then held by any Paying Agent other than the Indenture Trustee under the provisions of this Indenture with respect to such Notes shall, upon demand of the Issuer, be paid to the Indenture Trustee to be held and applied according to Section 4.3 and thereupon such Paying Agent shall be released from all further liability with respect to such monies.

ARTICLE XII
MISCELLANEOUS

Section 12.1 Compliance Certificates and Opinions, etc.

(a) Upon any application or request by the Issuer to the Indenture Trustee to take any action under any provision of this Indenture, the Issuer shall furnish to the Indenture Trustee (i) an Officer's Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with, and (ii) an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with, except that, in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture, no additional certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(i) a statement that each signatory of such certificate or opinion has read or has caused to be read such covenant or condition and the definitions herein relating thereto;

(ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(iii) a statement that, in the opinion of each such signatory, such signatory has made such examination or investigation as is necessary to enable such signatory to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(iv) a statement as to whether, in the opinion of each such signatory, such condition or covenant has been complied with.

Section 12.2 Form of Documents Delivered to Indenture Trustee. In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

(a) Any certificate or opinion of an authorized officer of the Issuer may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which such officer's certificate or opinion is based are erroneous. Any such certificate of an authorized officer or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Manager or the Issuer, stating that the information with respect to such factual matters is in the possession of the Manager or the Issuer, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

(b) Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

(c) Whenever in this Indenture, in connection with any application or certificate or report to the Indenture Trustee, it is provided that the Issuer shall deliver any document as a condition of the granting of such application, or as evidence of the Issuer's compliance with any term hereof, it is intended that the truth and accuracy, at the time of the granting of such application or at the effective date of such certificate or report (as the case may be), of the facts and opinions stated in such document shall in such case be conditions precedent to the right of the Issuer to have such application granted or to the sufficiency of such certificate or report. The foregoing shall not, however, be construed to affect the Indenture Trustee's right to rely upon the truth and accuracy of any statement or opinion contained in any such document as provided in Article VI.

Section 12.3 Acts of Noteholders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Noteholders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Noteholders in person or by agents duly appointed in writing; and except as herein otherwise expressly provided such action shall become effective when such instrument or instruments are delivered to the Indenture Trustee and, where it is hereby expressly required, to the Issuer. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act of the Noteholders" signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Section 6.1) conclusive in favor of the Indenture Trustee and the Issuer, if made in the manner provided in this Section 12.3.

(b) The fact and date of the execution by any person of any such instrument or writing may be proved in any manner that the Indenture Trustee deems sufficient.

(c) The ownership of Notes shall be proved by the Note Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Noteholder of any Notes shall bind the Noteholder of every Note issued upon the registration thereof or in exchange therefor or in lieu thereof, in respect of anything done, omitted or suffered to be done by the Indenture Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Note.

Section 12.4 Notices, etc., to Indenture Trustee and Issuer. Any request, demand, authorization, direction, notice, consent, waiver or act of Noteholders or Hedge Counterparties or other documents provided or permitted by this Indenture shall be in writing and if such request, demand, authorization, direction, notice, consent, waiver or act of Noteholders or the Hedge Counterparties is to be made upon, given or furnished to or filed with:

(i) the Indenture Trustee by any Noteholder, by the Issuer or by any Hedge Counterparty shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing (which may be made via e-mail transmission, pdf or overnight delivery) to or with a Responsible Officer of the Indenture Trustee at its Corporate Trust Office, or

(ii) the Issuer by the Indenture Trustee, by any Noteholder or by any Hedge Counterparty shall be sufficient for every purpose hereunder if in writing and sent by facsimile or email, in each case with a copy to follow via first-class mail, postage prepaid to the Issuer addressed to: Diversified ABS Phase VI LLC, at 1600 Corporate Drive, Birmingham, Alabama 35242, facsimile: (205) 408-0870, email: legalnotice@dgoc.com, with copies (which shall not constitute notice) to (i) Benjamin M. Sullivan, 414 Summers Street, Charleston, West Virginia 25301, email: bsullivan@dgoc.com, and (ii) Latham & Watkins LLP, Attention: David J. Miller, at 301 Congress Avenue, Suite 900, Austin, Texas 78703, email: david.miller@lw.com, or, in each case, at any other address previously furnished in writing to the Indenture Trustee by the Issuer or the Manager. The Issuer shall promptly transmit any notice received by it from the Noteholders to the Indenture Trustee.

(iii) the Manager by the Indenture Trustee, by any Noteholder or by any Hedge Counterparty shall be sufficient for every purpose hereunder if in writing and sent by facsimile or email, in each case with a copy to follow via first-class mail, postage prepaid to the Issuer addressed to: Diversified Production LLC, at 1600 Corporate Drive, Birmingham, Alabama 35242, facsimile: (205) 408-0870, email: legalnotice@dgoc.com, with copies (which shall not constitute notice) to (i) Benjamin M. Sullivan, 414 Summers Street, Charleston, West Virginia 25301, email: bsullivan@dgoc.com, and (ii) Latham & Watkins LLP, Attention: David J. Miller, at 301 Congress Avenue, Suite 900, Austin, Texas 78703, email: david.miller@lw.com, or, in each case, at any other address previously furnished in writing to the Indenture Trustee by the Manager. The Manager shall promptly transmit any notice received by it from the Noteholders to the Indenture Trustee.

(iv) the Operator by the Indenture Trustee, by any Noteholder or by any Hedge Counterparty shall be sufficient for every purpose hereunder if in writing and sent by facsimile or email, in each case with a copy to follow via first-class mail, postage prepaid to the Issuer addressed to: Diversified Production LLC, at 1600 Corporate Drive, Birmingham, Alabama 35242, facsimile: (205) 408-0870, email: legalnotice@dgoc.com, with copies (which shall not constitute notice) to (i) Benjamin M. Sullivan, 414 Summers Street, Charleston, West Virginia 25301, email: bsullivan@dgoc.com, and (ii) Latham & Watkins LLP, Attention: David J. Miller, at 301 Congress Avenue, Suite 900, Austin, Texas 78703, email: david.miller@lw.com, or, in each case, at any other address previously furnished in writing to the Indenture Trustee by the Operator. The Operator shall promptly transmit any notice received by it from the Noteholders to the Indenture Trustee.

(v) OCM by the Issuer, by the Indenture Trustee or by any Noteholder shall be sufficient for every purpose hereunder if in writing and sent by facsimile or email, in each case with a copy to follow via first-class mail, postage prepaid to OCM addressed to: OCM Denali Holdings, LLC, c/o Oaktree Capital Management, Attention: Robert LaRoche; Ross Rosenfelt, at 333 South Grand Avenue, 28th Floor, Los Angeles, California 90071, email: rlaroche@oaktreecapital.com and rrosenfelt@oaktreecapital.com, with copies (which shall not constitute notice) to Gibson, Dunn & Crutcher LLP, Attention: Michael De Voe Piazza, at 811 Main Street, Suite 3000, Houston, Texas 77002, email: mpiazza@gibsondunn.com, or, in each case, at any other address previously furnished in writing to the Indenture Trustee by OCM.

The Issuer's obligation to deliver or provide any demand, delivery, notice, communication or instruction to any Person shall be satisfied if such demand, delivery, notice, communication or instruction is posted to the Indenture Trustee's investor reporting website or such other website or distribution service or provider as the Issuer shall designate by written notice to the other parties; provided, however, that any demand, delivery, notice, communication or instruction to the Indenture Trustee shall be provided at its Corporate Trust Office in accordance with Section 12.4(i) hereof.

The Indenture Trustee shall promptly transmit (which may be via electronic mail) any material notice received by it from the Noteholders to the Issuer, the Manager and the Hedge Counterparties.

Section 12.5 Notices to Noteholders and Hedge Counterparties; Waiver.

(a) Where this Indenture provides for notice to Noteholders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if posted to the Indenture Trustee's investor reporting website, by electronic transmission or in writing and mailed, first-class, postage prepaid to each Noteholder affected by such event, at such Noteholder's address as it appears on the Note Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Noteholders is given by mail, neither the failure to mail such notice nor any defect in any notice so mailed to any particular Noteholder shall affect the sufficiency of such notice with respect to other Noteholders, and any notice that is mailed in the manner herein provided shall conclusively be presumed to have been duly given.

(b) Where this Indenture provides for notice to Hedge Counterparties of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if posted to the Indenture Trustee's investor reporting website, by electronic transmission or in writing and mailed, first-class, postage prepaid to each Hedge Counterparty affected by such event, at such Hedge Counterparty's address as it appears on the Hedge Counterparty Rights Agreement to which such Hedge Counterparty is a party, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Hedge Counterparties is given by mail, neither the failure to mail such notice nor any defect in any notice so mailed to any particular Hedge Counterparty shall affect the sufficiency of such notice with respect to other Hedge Counterparties, and any notice that is mailed in the manner herein provided shall conclusively be presumed to have been duly given.

(c) Where this Indenture provides for notice in any manner, such notice may be waived in writing by any Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice.

(d) In case, by reason of the suspension of regular mail service as a result of a strike, work stoppage or similar activity, it shall be impractical to mail notice of any event to Noteholders when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be satisfactory to the Indenture Trustee shall be deemed to be a sufficient giving of such notice.

Section 12.6 Alternate Payment and Notice Provisions. Notwithstanding any provision of this Indenture or any of the Notes to the contrary, the Issuer may enter into any agreement with any Noteholder providing for a method of payment, or notice by the Indenture Trustee or any Paying Agent to such Noteholder, that is different from the methods provided for in this Indenture for such payments or notices. The Issuer will furnish to the Indenture Trustee a copy of each such agreement and the Indenture Trustee will cause payments to be made and notices to be given in accordance with such agreements.

Section 12.7 Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 12.8 Successors and Assigns. All covenants and agreements in this Indenture and the Notes by the Issuer shall bind its successors and assigns, whether so expressed or not. All agreements of the Indenture Trustee in this Indenture shall bind its successors, co-trustees and agents.

Section 12.9 Severability. In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 12.10 Benefits of Indenture. Nothing in this Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, and the Noteholders, each Hedge Counterparty and any other party secured hereunder, and any other Person with an ownership interest in any part of the Collateral, any benefit or any legal or equitable right, remedy or claim under this Indenture. Each Hedge Counterparty shall be a third-party beneficiary to this Indenture, but only to the extent this it has any rights expressly specified herein or in the other Basic Documents.

Section 12.11 Payment Date Not A Business Day. In any case where the date on which any payment is due (or, with respect to a Hedge Collateral Account, a transfer is to be made under the Hedge Agreement) shall not be a Business Day, then (i) notwithstanding any other provision of the Notes or this Indenture payment need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the date on which nominally due and (ii) payments or transfers under the Hedge Agreement will be made in accordance with the provisions of such Hedge Agreement.

Section 12.12 GOVERNING LAW; CONSENT TO JURISDICTION. THIS INDENTURE SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY OTHERWISE APPLICABLE CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS; PROVIDED THAT ANY MATTERS THAT RELATE TO REAL PROPERTY SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE SUCH PROPERTY IS LOCATED. EACH PARTY TO THIS INDENTURE SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS INDENTURE, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE NON-EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, THE COURTS OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND APPELLATE COURTS FROM ANY THEREOF. EACH PARTY (a) CONSENTS TO SUBMIT ITSELF TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR SUCH ACTIONS OR PROCEEDINGS, (b) AGREES THAT IT WILL NOT ATTEMPT TO DENY OR DEFEAT SUCH PERSONAL JURISDICTION BY MOTION OR OTHER REQUEST FOR LEAVE FROM ANY SUCH COURT, AND (c) AGREES THAT IT WILL NOT BRING ANY SUCH ACTION OR PROCEEDING IN ANY COURT OTHER THAN SUCH COURTS. EACH PARTY ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE AND IRREVOCABLE JURISDICTION AND VENUE OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY NON-APPEALABLE JUDGMENT RENDERED THEREBY IN CONNECTION WITH SUCH ACTIONS OR PROCEEDINGS. A COPY OF ANY SERVICE OF PROCESS SERVED UPON THE PARTIES SHALL BE MAILED BY REGISTERED MAIL TO THE RESPECTIVE PARTY EXCEPT THAT, UNLESS OTHERWISE PROVIDED BY APPLICABLE LAW, ANY FAILURE TO MAIL SUCH COPY SHALL NOT AFFECT THE VALIDITY OF SERVICE OF PROCESS. IF ANY AGENT APPOINTED BY A PARTY REFUSES TO ACCEPT SERVICE, EACH PARTY AGREES THAT SERVICE UPON THE APPROPRIATE PARTY BY REGISTERED MAIL SHALL CONSTITUTE SUFFICIENT SERVICE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF A PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 12.13 Counterparts. This Indenture may be executed in any number of counterparts (including electronic PDF), each of which when so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Each of the parties hereto agrees that the transactions consisting of this Indenture and the other Basic Documents (other than the Notes) may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Indenture or any other Basic Document (other than the Notes) using an electronic signature, it is signing, adopting, and accepting this Indenture or such other Basic Document (other than the Notes) and that signing this Indenture or such other Basic Document (other than the Notes) using an electronic signature is the legal equivalent of having placed its handwritten signature on this Indenture or such other Basic Document (other than the Notes) on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Indenture and the other Basic Documents in a usable format.

Section 12.14 Recording of Indenture. If this Indenture is subject to recording in any appropriate public recording offices, such recording is to be effected by the Issuer and at its expense accompanied by an Opinion of Counsel to the effect that such recording is necessary either for the protection of the Noteholders, the Hedge Counterparties, or any other Person secured hereunder or for the enforcement of any right or remedy granted to the Indenture Trustee under this Indenture.

Section 12.15 No Petition. The Indenture Trustee, by entering into this Indenture, and each Noteholder, by accepting a Note, hereby covenant and agree that they will not at any time institute against the Issuer, or join in any institution against the Issuer of, any involuntary bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any United States federal or state bankruptcy or similar Law in connection with any obligations relating to the Notes, this Indenture or any of the Basic Documents.

Section 12.16 Inspection. The Issuer agrees that, on reasonable prior notice, it will permit any representative of the Indenture Trustee, during the Issuer's normal business hours, to examine all the books of account, records, reports and other papers of the Issuer, to make copies and extracts therefrom, to cause such books to be audited by Independent certified public accountants, and to discuss the Issuer's affairs, finances and accounts with the Issuer's officers, employees and Independent certified public accountants, all at such reasonable times and as often as may be reasonably requested. The Indenture Trustee shall, and shall cause its representatives to, hold in confidence all such information except to the extent disclosure may be required by Law (and all reasonable applications for confidential treatment are unavailing) and except to the extent that the Indenture Trustee may reasonably determine that such disclosure is consistent with its obligations hereunder.

Section 12.17 Waiver of Jury Trial. EACH OF THE ISSUER, EACH NOTEHOLDER AND THE INDENTURE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 12.18 Rating Agency Notice. In addition to the information and reports specifically required to be provided to each Rating Agency pursuant to the terms of this Indenture, the Issuer shall, or shall cause the Manager to, upon written request, provide to each Rating Agency all information or reports delivered to the Indenture Trustee hereunder and such additional information as each Rating Agency may from time to time reasonably request. Any Act of the Noteholders or other documents provided or permitted by this Indenture, to be made upon, given or furnished to, or filed with each Rating Agency shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided if in writing to the applicable Rating Agency Contact).

Section 12.19 Rule 17g-5 Information.

(a) The Issuer shall comply with its obligations under Rule 17g-5 promulgated under the Exchange Act ("Rule 17g-5"), if any, by its or its agent's posting on the website required to be maintained under Rule 17g-5 (the "17g-5 Website"), no later than the time such information is provided to a Rating Agency, all information that the Issuer or other parties on its behalf, including the Indenture Trustee and the Manager, provide to the Rating Agency for the purposes of determining the initial credit rating of the Notes or undertaking credit rating surveillance of the Notes (the "17g-5 Information"); provided, that following the Closing Date, no party other than the Issuer, the Indenture Trustee or the Manager may provide information to a Rating Agency on the Issuer's behalf without the prior written consent of the Issuer.

(b) To the extent that the Issuer is required to comply with Rule 17g-5, if any of the Issuer, the Indenture Trustee or the Manager is required to provide any information to, or communicate with, a Rating Agency in writing in accordance with its obligations under this Indenture or any other Basic Document, the Issuer, or the Manager, as applicable (or their respective representatives or advisers), shall promptly post, or cause to be posted, such information or communication to the 17g-5 Website. The Indenture Trustee will provide any information given to the Rating Agency to the Issuer and the Manager simultaneously with giving such information to the Rating Agency.

(c) To the extent that the Issuer is required to comply with Rule 17g-5 and to the extent any of the Issuer, the Indenture Trustee or the Manager are engaged in oral communications with the Rating Agency, for the purposes of determining an initial credit rating of the Notes or undertaking credit rating surveillance of the Notes, the party communicating with the Rating Agency shall cause such oral communication to either be (x) recorded and an audio file containing the recording to be promptly posted to the 17g-5 Website or (y) summarized in writing and the summary to be promptly posted to the 17g-5 Website (or with respect to the Indenture Trustee, in the case of either (x) or (y), delivered to the Issuer and the Manager for posting on the 17g-5 Website).

(d) To the extent that the Issuer is required to comply with Rule 17g-5, all information to be made available to a Rating Agency hereunder shall be made available on the 17g-5 Website. In the event that any information is delivered or posted in error, the Issuer may remove it, or cause it to be removed, from the 17g-5 Website, and shall so remove promptly when instructed to do so by the Person that delivered such information. None of the Indenture Trustee, the Manager or the Issuer shall have obtained or shall be deemed to have obtained actual knowledge of any information solely due to receipt and posting to the 17g-5 Website. Access will be provided to any NRSRO upon receipt by the Issuer of an NRSRO certification from such NRSRO (which may be submitted electronically via the 17g-5 Website).

(e) Notwithstanding the requirements herein, the Indenture Trustee shall have no obligation to engage in or respond to any oral communications, for the purposes of determining an initial credit rating of the Notes or undertaking credit rating surveillance of the Notes, with a Rating Agency or any of its respective officers, directors or employees.

(f) The Indenture Trustee shall not be responsible for determining compliance with 17g-5, maintaining the 17g-5 Website, posting any 17g-5 Information to the 17g-5 Website or assuring that the 17g-5 Website complies with the requirements of this Indenture, Rule 17g-5, or any other Law or regulation. In no event shall the Indenture Trustee be deemed to make any representation in respect of the content of the 17g-5 Website or compliance of the 17g-5 Website with this Indenture, Rule 17g-5, or any other Law or regulation.

(g) The Indenture Trustee shall not be responsible or liable for the dissemination of any identification numbers or passwords for the 17g-5 Website, including by the Issuer, the Rating Agency, any NRSRO, any of their agents or any other party. The Indenture Trustee shall not be liable for the use of any information posted on the 17g-5 Website, whether by the Issuer, the Rating Agency, any NRSRO or any other third party that may gain access to the 17g-5 Website or the information posted thereon.

(h) Notwithstanding anything herein to the contrary, the maintenance by a third-party service provider of the 17g-5 Website shall be deemed as compliance by or on behalf of the Issuer with Rule 17g-5 or any other Law or regulation related thereto.

ARTICLE XIII
GUARANTEES

Section 13.1 Guarantees.

(a) Each Guarantor, hereby jointly and severally, unconditionally and irrevocably guarantees the Notes, Hedge Agreements and the Obligations hereunder and thereunder, and guarantees to each Noteholder of a Note authenticated and delivered by the Indenture Trustee, each Hedge Counterparty and to the Indenture Trustee on behalf of such Noteholder and such Hedge Counterparty, that:

(i) the principal of and premium, if any and interest on the Notes shall be paid in full when due, whether at the Legal Final Maturity Date, by acceleration or otherwise (including, without limitation, the amount that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code), together with interest on the overdue principal, if any, and interest on any overdue interest, to the extent lawful, and all other obligations of the Issuer to the Noteholders or the Indenture Trustee hereunder or thereunder shall be paid in full or performed, all in accordance with the terms hereof and thereof;

(ii) in case of any extension of time of payment or renewal of any Notes or of any such other Obligations, the same shall be paid in full when due or performed in accordance with the terms of the extension or renewal, whether at the Legal Final Maturity Date, by acceleration or otherwise; and

(iii) the full amount of all obligations of Issuer under the Hedge Agreements shall be paid in full when due, whether on a particular payment date, by acceleration or otherwise (including, without limitation, the amount that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code), together with interest on each overdue amount as provided for under any Hedge Agreement, and all other obligations of the Issuer to the applicable Hedge Counterparty thereunder shall be paid in full or performed, all in accordance with the terms thereof.

The obligations of each Guarantor are direct, independent and primary obligations of each Guarantor and are irrevocable, absolute, unconditional, and continuing obligations and are not conditioned in any way upon the institution of suit or the taking of any other action, the pursuit of any remedies or any attempt to enforce performance of or compliance with the Obligations by the Issuer and each Guarantor, and their respective successors, transferees or assigns, and shall constitute a guaranty of payment and performance and not of collection, binding upon the Guarantors and its successors and assigns and irrevocable without regard to the validity, legality or enforceability of this Indenture or any other Basic Document, or the lack of power or authority of the Issuer or the Guarantors to enter into this Indenture or any other Basic Document, or any substitution, release or exchange of any other guaranty or any other security for any of the Obligations or any other circumstance whatsoever (other than payment) that might otherwise constitute a legal or equitable discharge of a surety or guarantor, and shall not be subject to any right of set off, recoupment or counterclaim and are in no way conditioned or contingent upon any attempt to collect from the Issuer, the Guarantors or any other entity or to perfect or enforce any security or upon any other condition or contingency or upon any other action, occurrence, or circumstance whatsoever.

Without limiting the generality of the foregoing, the Guarantors shall not have any right to terminate this guaranty, or to be released, relieved or discharged from its obligations hereunder except as provided in Section 11.1 hereof, and such obligations shall not be affected, diminished, modified or impaired for any reason whatsoever, including, without limitation, (i) the change, modification or amendment of any obligation, duty, guarantee, warranty, responsibility, covenant or agreement set forth in this Indenture, the granting of any extension of time for payment to the Issuer or any other surety, or any extension or renewal of the Issuer's obligations under this Indenture, (ii) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of any of the Issuer's or the Guarantors' assets, the receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization of or similar proceedings affecting the Issuer or the Guarantors or any of the assets of the Issuer or the Guarantors, (iii) any furnishing or acceptance of additional security or any exchange, surrender, substitution or release of any security, (iv) any waiver, consent or other action or inaction or any exercise or non-exercise of any right, remedy or power with respect to the Obligations or this Indenture, (v) any merger or consolidation of the Issuer or the Guarantors into or with any other person or entity, the Issuer's loss of its separate corporate identity or its ceasing to be an Affiliate of the Guarantors, or (vi) the failure to give notice to the Guarantors of the occurrence of a default under the terms and provisions of this Indenture.

(b) Each Guarantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have now, or in the future, under law or in equity, to: (i) the notice of any waiver or extension granted to the Issuer; (ii) all notices which may be required by applicable statute, rule of law or otherwise to preserve any of the rights of the Noteholders or the Hedge Counterparties against the Issuer, each Guarantor or any other person; (iii) require either that an action be brought against the Issuer or any other person or entity as a condition to proceeding against the Guarantors, or to require that action be first taken against any security given by the Issuer or the Guarantors; (iv) notice of (a) any Noteholder's or Hedge Counterparty's acceptance and reliance on this guaranty, (b) default or demand in the case of default, provided such notice or demand has been given to or made upon the Issuer or the Guarantors, and (c) any extensions or consents granted to the Issuer, the Guarantors or any other surety; (v) promptness, diligence, presentment, demand of payment or enforcement and any other notice with respect to any of the Obligations and this guaranty; (vi) require any election of remedies; (vii) require the marshalling of assets or the resort to any other security; (viii) except as otherwise expressly provided herein, claim any other defense, contingency, circumstance or matter which might constitute a legal or equitable discharge of a surety or Guarantors; (ix) any defense based on or arising out of the voluntary or involuntary bankruptcy, insolvency, liquidation, dissolution, receivership, or other similar proceeding affecting the Issuer; or (x) any defense related to the addition, substitution or partial or entire release of any guarantor, maker or other party (including the Issuer and each Guarantor) primarily or secondarily liable or responsible for the performance and observance of any of the terms set forth in this Indenture and the other Basic Documents or by any extension, waiver, amendment or action whatsoever which may release a guarantor (other than performance).

(c) If any Noteholder, Hedge Counterparty or the Indenture Trustee is required by any court or otherwise to return to the Issuer or the Guarantors, or any custodian, trustee, liquidator or other similar official acting in relation to the Issuer or the Guarantors, any amount paid by any of them to the Indenture Trustee or such Noteholder or Hedge Counterparty, the Guarantee of each of the Guarantors, to the extent theretofore discharged, shall be reinstated in full force and effect. This paragraph (c) shall remain effective notwithstanding any contrary action which may be taken by the Indenture Trustee or any Noteholder or any Hedge Counterparty in reliance upon such amount required to be returned. This paragraph (c) shall survive the termination of this Indenture.

(d) Each Guarantor further agrees that, as between each Guarantor, as applicable, on the one hand, and the Noteholders, Hedge Counterparties and the Indenture Trustee, on the other hand, (x) the maturity of the Obligations guaranteed hereby may be accelerated as provided in Article V hereof for the purposes of the Guarantee of such Guarantor, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Obligations guaranteed hereby, and (y) in the event of any acceleration of such Obligations as provided in Article V hereof, such Obligations (whether or not due and payable) shall forthwith become due and payable by each Guarantor for the purpose of the Guarantee of such Guarantor.

Section 13.2 Severability. In case any provision of any Guarantee shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13.3 Limitation of Liability.

(a) No Fraudulent Conveyance. Each Guarantor, and, by its acceptance hereof, each Noteholders confirms that it is the intention of all such parties that the Guarantee of such Guarantor shall not constitute a fraudulent transfer or conveyance for purposes of the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law or the provisions of its local law relating to fraudulent transfer or conveyance. To effectuate the foregoing intention, the Indenture Trustee, the Noteholders and the Guarantors hereby irrevocably agree that the obligations of each Guarantor under its Guarantee shall be limited to the maximum amount that will not, after giving effect to all other contingent and fixed liabilities of such Guarantor and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Guarantee, result in the obligations of such Guarantor under its Guarantee constituting a fraudulent transfer or conveyance.

(b) No Personal Liability. No member, manager, employee, officer, or organizer, as such, past, present or future of each Guarantor shall have any liability under this Guarantee by reason of his/her or its status as such member, manager, employee, officer, or organizer.

Section 13.4 Release of Guarantee. A Guarantee by each Guarantor will be automatically and unconditionally released upon the discharge of this Indenture in accordance with Section 11.1 and satisfaction in full of the Obligations of the Issuer hereunder.

Section 13.5 Benefits Acknowledged. Each Guarantor acknowledges that it will receive direct and indirect benefits from the transactions contemplated by the Indenture and other Basic Documents and that its guarantee and waivers pursuant to its Guarantee are knowingly made in contemplation of such benefits.

[Remainder page intentionally left blank]

IN WITNESS WHEREOF, the Issuer and the Indenture Trustee have caused this Indenture to be duly executed by their respective officers, thereunto duly authorized, all as of the day and year first above written.

DIVERSIFIED ABS PHASE VI LLC

By: /s/ Eric Williams
Name: Eric Williams
Title: Executive Vice President and Chief Financial Officer

DIVERSIFIED ABS VI UPSTREAM LLC

By: /s/ Eric Williams
Name: Eric Williams
Title: Executive Vice President and Chief Financial Officer

OAKTREE ABS VI UPSTREAM LLC

By: /s/ Eric Williams
Name: Eric Williams
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Indenture]

UMB BANK, N.A., not in its individual capacity but solely as Indenture Trustee

By: /s/Michele Voon
Name: Michele Voon
Title: Vice President

UMB BANK, N.A., as Securities Intermediary

By: /s/ Michele Voon
Name: Michele Voon
Title: Vice President

[Signature Page to Indenture]

SCHEDULE A

Schedule of Assets

[**Omitted**]

SCHEDULE B

Scheduled Principal Distribution Amounts

[**Omitted**]

SCHEDULE 3.3

Schedule of Legal Proceedings and Orders

[**Omitted**]

SCHEDULE 3.4(b)

Schedule of Compliance with Laws and Governmental Authorizations

[**Omitted**]

SCHEDULE 3.9

Schedule of Employee Benefit Plans

[**Omitted**]

EXHIBIT A

FORM OF NOTE

[**Omitted**]

EXHIBIT B

FORM OF TRANSFEROR CERTIFICATE

[**Omitted**]

EXHIBIT C

FORM OF INVESTMENT LETTER

[**Omitted**]

EXHIBIT D

FORM OF STATEMENT TO NOTEHOLDERS

[**Omitted**]

APPENDIX A

PART I - DEFINITIONS

All terms used in this Appendix shall have the defined meanings set forth in this Part I when used in the Basic Documents, unless otherwise defined therein.

"17g-5 Information" has the meaning specified in Section 12.19(a) of the Indenture.

"17g-5 Website" has the meaning specified in Section 12.19(a) of the Indenture.

"ABS I Trustee" means UMB Bank, N.A. as indenture trustee under the indenture dated as of November 13, 2019 between Diversified ABS LLC and UMB Bank, N.A.

"ABS II Trustee" means UMB Bank, N.A. as indenture trustee under the indenture dated as of April 9, 2020 between Diversified ABS Phase II LLC and UMB Bank, N.A.

"ABS III Trustee" means UMB Bank, N.A. as indenture trustee under the indenture dated as of February 4, 2022 between Diversified ABS Phase III LLC, Diversified ABS Phase III Midstream LLC, Diversified ABS III Upstream LLC and UMB Bank, N.A.

"ABS IV Trustee" means UMB Bank, N.A. as indenture trustee under the indenture dated as of February 23, 2022, between Diversified ABS Phase IV LLC and UMB Bank, N.A.

"ABS V Trustee" means UMB Bank, N.A. as indenture trustee under the indenture dated as of May 27, 2022, between Diversified ABS Phase V LLC, Diversified ABS V Upstream LLC and UMB Bank, N.A.

"ABS Operating Agreement" means the Operating Agreement of the Issuer, dated as of the Closing Date, as the same may be amended and supplemented from time to time.

"Act of the Noteholders" has the meaning specified in Section 12.3(a) of the Indenture.

"Additional Assets" means additional assets (that are upstream assets similar to the Wellbore Interests) purchased and acquired by the Issuer (or any Subsidiary thereof) from any Person (including, for the avoidance of doubt, Diversified, OCM or any Affiliate thereof) for a mutually-agreeable purchase price substantially equivalent to the fair market value of such assets pursuant to an executed asset purchase agreement with representations, warranties and indemnification obligations of Diversified or OCM substantially the same as those in each of the Separation Agreements; provided that the terms of such asset purchase agreement are on the whole not materially less favorable than those that would be reasonably expected to be available from third parties on an arm's-length basis, as determined in good faith by the Issuer.

"Administration Fees" has the meaning specified in the Management Services Agreement as of the Closing Date.

"Administrative Expenses" means, for any Payment Date, the expenses of the Issuer consisting of out-of-pocket expenses and indemnification amounts payable or reimbursable to the Indenture Trustee, the Manager, the Back-up Manager, any Rating Agency, and any third-party service provider hired by or on behalf of the Issuer (including, without limitation, amounts payable to any Back-up Manager and insurance premiums related to the Collateral), but not including any fees payable or expenses reimbursable to any third party in relation to the operation of the Oil and Gas Portfolio.

"AFE Cover Amounts" has the meaning specified in the Management Services Agreement.

"AFE Operations" has the meaning specified in the Management Services Agreement.

"Affiliate" means, with respect to any specified Person, any other Person controlling or controlled by or under common control with such specified Person; provided that for the purposes of the foregoing, only OCM and Persons that are directly or indirectly controlled by OCM shall be considered Affiliates of the Issuer Parties, and not any of OCM's direct or indirect owners, parent funds, parallel investment vehicles or entities under common control therewith. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Annual Determination Date" means the Payment Determination Date in the month of October.

"Anti-Corruption Laws" means any Law or regulation in a U.S. or any non-U.S. jurisdiction regarding bribery or any other corrupt activity, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010.

"Anti-Money Laundering Laws" means any Law or regulation in a U.S. or any non-U.S. jurisdiction regarding money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes, including the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act) and the USA PATRIOT Act.

"Applicable Premium" means with respect to a Note at any time, as determined by the Issuer, the excess of:

(a) the present value at such time of (i) 100% of the principal amount of the Note, plus

(b) all required interest payments due on the Note through the Payment Date occurring in October, 2026 (excluding accrued but unpaid interest to the Redemption Date), whether at the Interest Rate or at the Subsequent Rate of Interest (if applicable) pursuant to Section 2.8(f) of the Indenture, computed using a discount rate equal to the Treasury Rate as of such time, plus (iii) 50 basis points discounted to the redemption date on a semi-annual basis (assuming a 360 day year consisting of twelve 30 day months), over

(c) the then Outstanding Principal Balance of such Note.

"Asset Disposition Proceeds" has the meaning specified in Section 8.4(a) of the Indenture.

"Asset Disposition Proceeds Account" means the account designated as such, established and maintained pursuant to Section 8.2(b) of the Indenture.

"Asset Purchase Period" has the meaning specified in Section 8.4(c) of the Indenture.

"Asset Vesting Documents" means, in respect of the Wellbore Interests and related Additional Assets, each of the Separation Agreements, the Plans of Division, and the Statements of Division.

"Assets" means the Wellbore Interests and any Additional Assets, collectively.

"Available Funds" means, with respect to any Payment Date, the sum of the following amounts, without duplication, with respect to the Assets in respect of the Collection Period preceding such Payment Date: (a) all Collections received and deposited into and available for withdrawal from the Collection Account prior to the applicable Payment Determination Date relating to production in the calendar month that is two months or more prior to the Collection Period and adjustments relating to prior Collection Periods, (b) amounts on deposit in the Liquidity Reserve Account after giving effect to all other deposits and withdrawals thereto or therefrom on the Payment Date relating to such Collection Period in excess of the Liquidity Reserve Account Target Amount, (c) amounts transferred from the P&A Reserve Account to the Collection Account on such Payment Date pursuant to Section 8.2(e) of the Indenture, (d) Investment Earnings for the related Payment Date, (e) all amounts received by the Indenture Trustee pursuant to Article V of the Indenture, (f) the net amount, if any, paid to the Issuer under the Hedge Agreements, and (g) the amount of any Equity Contribution Cure; provided, however, for the avoidance of doubt, any Posted Collateral in any Hedge Collateral Account shall not be a part of and is expressly excluded from being a part of Available Funds.

"Back-up Management Agreement" means the Back-up Management Agreement, dated as of the Closing Date, among the Issuer, the Manager, the Indenture Trustee and the Back-up Manager.

"Back-up Management Fee" means the fee payable to the Back-up Manager for services rendered during each Collection Period, determined pursuant to Section 4.1 of the Back-up Management Agreement.

"Back-up Manager" means AlixPartners, LLP, in its capacity as back-up manager under the Back-up Management Agreement, and any successor thereunder.

"Basic Documents" means the Indenture, each Joint Operating Agreement, each Separation Agreement, the DABS VI Upstream Operating Agreement, the Notes, the Management Services Agreement, the Back-up Management Agreement, the Note Purchase Agreement, the Pledge Agreement, each Plan of Division, each Statement of Division, the Distribution and Contribution Agreement, the Hedge Agreements, the ABS Operating Agreement, the Holdings Operating Agreement, the Novation Agreements, the Settlement Agreement, each Mortgage, each Escrow Agreement and other documents and certificates delivered in connection with any of the foregoing.

"Beneficial Owner" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"Blocked Person" means (a) a Person whose name appears on the list of Specially Designated Nationals and Blocked Persons published by OFAC, (b) a Person, entity, organization, country or regime that is blocked or a target of sanctions that have been imposed under U.S. Economic Sanctions Laws, or (c) a Person that is an agent, department or instrumentality of, or is otherwise beneficially owned by, controlled by or acting on behalf of, directly or indirectly, any Person, entity, organization, country or regime described in clause (a) or (b).

"Book-Entry Notes" means a note registered in the name of the Depository or its nominee, ownership of which is reflected on the books of the Depository or on the books of a Person maintaining an account with such Depository (directly or as an indirect participant in accordance with the rules of such Depository); provided, that after the occurrence of a condition whereupon Definitive Notes are to be issued to Noteholders, such Book-Entry Notes shall no longer be "Book-Entry Notes".

"Burden" shall mean any and all royalties (including lessors' royalties and non-participating royalties), overriding royalties, reversionary interests, net profits interests, production payments and other burdens upon, measured by or payable out of production.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions or trust companies in the State of New York or the state in which the Corporate Trust Office of the Indenture Trustee is located and are required or authorized by Law, regulation or executive order to be closed.

"Capital Lease" means, at any time, a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with GAAP.

"Change of Control" means the occurrence of any of the following:

(a) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of Diversified Energy Company Plc and its direct and indirect subsidiaries taken as a whole to any Person (including any "person" as that term is used in Section 13(d)(3) of the Exchange Act) other than a Qualifying Owner;

(b) the adoption of a plan relating to the liquidation or dissolution of Diversified Energy Company Plc, the Operator or the Manager;

(c) the consummation of any transaction (including, without limitation, any merger or consolidation), the result of which is that (A) any Person (including any "person" (as defined above)), excluding the Qualifying Owners, becomes the Beneficial Owner, directly or indirectly, of more than 50% of the Voting Stock of Diversified Energy Company Plc, measured by voting power rather than number of shares, units or the like and (B) two (2) or more of the members of the Management Team as of immediately prior to the consummation of such transaction resign or are removed from their respective position; or

(d) the occurrence of any event or series of events that results in Manager or Operator ceasing to be Controlled by Diversified Energy Company Plc.

Notwithstanding the preceding, a conversion of Diversified Energy Company Plc, the Operator or the Manager, or any of their direct or indirect wholly-owned subsidiaries from a limited partnership, corporation, limited liability company or other form of entity to a limited liability company, corporation, limited partnership or other form of entity (including by way of merger, consolidation, amalgamation or liquidation) or an exchange of all of the outstanding capital stock in one form of entity for capital stock in another form of entity or the transfer or redomestication of Diversified Energy Company Plc, the Operator or the Manager, to or in another jurisdiction shall not constitute a Change of Control, so long as following such conversion, exchange, transfer or redomestication the "persons" (as that term is used in Section 13(d)(3) of the Exchange Act) who beneficially owned the capital stock of Diversified Energy Company Plc, the Operator or the Manager, immediately prior to such transactions, together with Qualifying Owners, beneficially own in the aggregate more than 50% of the Voting Stock of such entity, or beneficially own sufficient capital stock in such entity to elect a majority of its directors, managers, trustees or other persons serving in a similar capacity for such entity or its general partner, as applicable, and, in either case no "person" (other than a Qualifying Owner) beneficially owns more than 50% of the Voting Stock of such entity or its general partner, as applicable. References to Diversified Energy Company Plc, the Operator or the Manager, in the foregoing clauses (a) - (d) shall also refer to the surviving entity after giving effect to such conversion, exchange, transfer or redomestication.

"Change of Control Applicable Premium" means with respect to a Note at any time, as determined by the Issuer, the excess of:

(a) the present value at such time of (i) 100% of the principal amount of the Note, plus (ii) all required interest payments due on the Note through the Payment Date occurring in October, 2026 (excluding accrued but unpaid interest to the Redemption Date), whether at the Interest Rate or at the Subsequent Rate of Interest (if applicable) pursuant to Section 2.8(f) of the Indenture, computed using a discount rate equal to the Treasury Rate as of such time, plus (iii) 100 basis points discounted to the redemption date on a semi-annual basis (assuming a 360 day year consisting of twelve 30 day months), over

(b) the then Outstanding Principal Balance of such Note.

"Change of Control Redemption Price" means, with respect to any redemption of Notes pursuant to Section 10.1(b) of the Indenture, (i) prior to the Payment Date occurring on October, 2026, an amount equal to 100% of the principal amount thereof, plus the Change of Control Applicable Premium, plus accrued and unpaid interest, if any, to, but not including, the Change of Control Redemption Date, and (ii) on or after the Payment Date occurring in October, 2026, an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the Redemption Date.

"Class A-1 Notes" or "Definitive Notes" means definitive, fully registered 7.50% Class A-1 Notes, substantially in the form of Exhibit A to the Indenture.

"Class A-2 Notes" or "Global Notes" means, individually and collective, each of the 7.50% Class A-2 Notes, deposited with or on behalf of and registered in the name of the Depository or its nominee substantially in the form of Exhibit A to the Indenture.

"Closing Date" or "Closing" shall mean October 27, 2022.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and Treasury Regulations promulgated thereunder.

"Collateral" has the meaning specified in the Granting Clause of the Indenture.

"Collection Account" means the account designated as such, established and maintained pursuant to Section 8.2(a) of the Indenture.

"Collection Period" means, with respect to any Payment Date, the period from and including the first day of the calendar month immediately preceding the calendar month in which such Payment Date occurs (or with respect to the Initial Payment Date, from but excluding the Cutoff Date) to and including the last day of the calendar month immediately preceding the calendar month in which such Payment Date occurs. Any amount stated as of the last day of a Collection Period shall give effect to the following applications as determined as of the close of business on such last day: (1) all applications of Collections and (2) all distributions to be made on the related Payment Date.

"Collections" shall mean all amounts paid to the Issuer, the Guarantors, the Manager (solely in its capacity as such) or the Back-up Manager from whatever source on or with respect to the Assets and all amounts paid to Operator from whatever source with respect to the Assets (subject in all respects to the expense and reimbursement provisions of the Joint Operating Agreement); provided, that, commencing with the first Payment Date following the six month anniversary of the Closing Date, during any Collection Period after which an Operating Expense Suspension Event has occurred, other than any royalties, taxes, and Third Party Post-Production Expenses, Operator shall only be permitted to net Operating Expenses pursuant to the Joint Operating Agreement up to the Operating Expense Limit. Operating Expenses (other than royalties, taxes, and Third Party Post-Production Expenses) chargeable to the Issuer's account in excess of the Operating Expense Limit shall be owed to the Operator and shall be payable in accordance with Section 8.6(i)(L) or Section 8.6(ii)(E), as applicable. Any rights of Operator as against the Issuer, as non-operators, under the Joint Operating Agreement with respect to any non- payment of Operating Expenses (other than royalties, taxes, and Third Party Post-Production Expenses) in excess the Operating Expense Limit will be waived, other than pursuant to payments of such amounts made in accordance with Section 8.6(i)(L) or Section 8.6(ii)(E), as applicable. For clarity, in no event shall third party working interest owner revenues or monies be withheld, not paid to the third parties, or otherwise be subject to the Operating Expense Limit.

"Commission" means the U.S. Securities and Exchange Commission.

"Consents" means any approval, consent, ratification, waiver or other authorization from any Person that is required to be obtained in connection with the Contemplated Transaction or the execution or delivery of the Basic Documents.

"Contemplated Transactions" means (i) all of the transactions contemplated by the Basic Documents, including: (a) (x) the formation of Diversified Upstream pursuant to the Diversified Separation Agreement and the vesting of the Wellbore Interests in Diversified Upstream by operation of law and (y) the formation of Oaktree Upstream pursuant to the Oaktree Separation Agreement and the vesting of the Wellbore Interests in Oaktree Upstream by operation of law; (b) the formation of each Guarantor pursuant to the Diversified Upstream Operating Agreement and Oaktree Upstream Operating Agreement, respectively; (c) the execution, delivery, and performance of all instruments and documents required under the Asset Vesting Documents; (d) the entering into the Basic Documents by the Diversified Parties and the Oaktree Entities and the performance by the Diversified Parties and the Oaktree Entities of their respective covenants and obligations under the Basic Documents; and (e) the Issuer's and each Guarantor's acquisition, ownership, and exercise of control over the Assets from and after Closing; and (ii) the Manager's management of the Issuer and each Guarantor contemplated by the Management Services Agreement.

"Contract" means any agreements and contracts (including joint operating agreements) to which the Issuer or any Guarantor is a party.

"Control" and its derivatives shall mean, with respect to any Person, the possession, directly or indirectly, of the power to exercise or determine the voting of more than 50% of the voting rights in a corporation, and, in the case of any other type of entity, the right to exercise or determine the voting of more than 50% of the equity interests having voting rights, or otherwise to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise. For the avoidance of doubt, if a Person does not directly or indirectly direct or cause the direction of the investment decisions of another Person, then such Person shall not be deemed to "Control" such other Person for purposes hereof (e.g., the ownership by such Person of equity interests in a portfolio company with respect to which such Person (a) does not direct or cause the direction of the board of directors or other managing body of such portfolio company, if applicable, (b) is part of a consortium or other group of owners that collectively direct or cause the direction of the management and policies of such portfolio company but such Person does not individually direct or cause the direction of the management and policies of such portfolio company, or (c) has only negative consent rights or similar negative control rights and/or only limited affirmative rights without the ability to direct or cause the direction of the management and policies of such portfolio company generally).

"Controlled Entity" means (a) any of the Issuer's, Diversified Holdings' and each Guarantor's respective Controlled Affiliates and (b) Diversified and its Controlled Affiliates.

"Corporate Trust Office" means the principal office of the Indenture Trustee at which at any particular time the Indenture shall be administered, which office at the date of execution of the Indenture is located at UMB Bank, N.A., 100 William Street, Suite 1850, New York, New York 10038, Attn: ABS Structured Finance, e-mail: michele.voon@umb.com, or at such other address or electronic mail address as the Indenture Trustee may designate from time to time by notice to the Noteholders and the Issuer, or the principal corporate trust office of any successor Indenture Trustee at the address or electronic mail address designated by such successor Indenture Trustee by written notice to the Noteholders and the Issuer.

"Credit Risk Retention Rules" means risk retention regulations in 17 C.F.R. Part 246 as such regulation may be amended from time to time and subject to such clarification and interpretation as have been provided by the Commission in an adopting release or by the staff of the Commission, or as may be provided in writing by the Commission or its staff from time to time.

"Cutoff Date" means the close of business on October 27, 2022.

"DABS" means Diversified ABS LLC, a Pennsylvania limited liability company.

"DABS II" means Diversified ABS Phase II LLC, a Pennsylvania limited liability company.

"DABS III" means Diversified ABS Phase III LLC, a Delaware limited liability company.

"DABS IV" means Diversified ABS Phase IV LLC, a Delaware limited liability company.

"DABS V" means Diversified ABS Phase V LLC, a Delaware limited liability company.

"DABS Upstream VI Operating Agreement" means the Operating Agreement of Diversified Upstream, dated as of October 19, as the same may be amended and supplemented from time to time.

"Default" means any occurrence that is, or with notice or the lapse of time or both would become, an Event of Default.

"Default in Other Agreements" means any Diversified Party or any Affiliate of a Diversified Party shall fail to pay when due any principal or interest on any Indebtedness (other than the Indebtedness under the Basic Documents); if such failure to pay, breach or default entitles the holder to cause such Indebtedness having an individual principal amount in excess of $5,000,000 or having an aggregate principal amount in excess of $10,000,000 to become or be declared due prior to its stated maturity.

"Depository" means initially, the Depository Trust Company, the nominee of which is Cede & Co., and any permitted successor depository.

"Depository Agreement" means, to the extent in existence, any agreement as between the Issuer and the Depository, governing the rights and responsibilities of each party.

"Depository Participant" means a broker, dealer, bank or other financial institution or other Person for whom from time to time the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

"Direct Expenses" has the meaning specified in the Management Services Agreement.

"Distribution and Contribution Agreement" means that certain Distribution and Contribution Agreement, dated as of October 27, 2022, by and among Diversified, DP Tapstone Energy Holdings, LLC, OCM, Sooner State Joint ABS Holdings LLC, Diversified Holdings and the Issuer.

"Diversified" shall mean Diversified Production LLC, a Pennsylvania limited liability company.

"Diversified Companies" shall mean each of Diversified Energy Company Plc and the Diversified Parties.

"Diversified Corp" shall mean Diversified Gas & Oil Corporation, a Delaware corporation.

"Diversified Holdings" shall mean Diversified ABS Phase VI Holdings LLC, a Delaware limited liability company.

"Diversified Marketing" shall mean Diversified Energy Marketing LLC, an Alabama limited liability company.

"Diversified Parties" shall mean each of Diversified, Diversified Corp, Diversified Holdings, Diversified Upstream and the Issuer.

"Diversified Separation" shall have the meaning assigned to such term in the Diversified Separation Agreement.

"Diversified Separation Agreement" means the Separation Agreement, dated October 19, 2022, by and among DP Tapstone, Diversified Corp, the Issuer and Diversified Upstream.

"Diversified Statement of Division" shall have the meaning assigned to the term "Statement of Division" in the Diversified Separation Agreement.

"Diversified Upstream" shall mean Diversified ABS VI Upstream LLC, a Pennsylvania limited liability company.

"Diversified Upstream Operating Agreement" means the Operating Agreement of Diversified Upstream, dated as of the Closing Date, as the same may be amended and supplemented from time to time.

"Divestiture Date" shall have the meaning assigned to the term "Effective Time" in each of the Separation Agreements.

"DP Tapstone" means DP Legacy Tapstone LLC, a Pennsylvania limited liability company.

"DSCR" means, as of any Quarterly Determination Date, beginning with the Payment Date occurring in April 2023, an amount equal to (a) the Securitized Net Cash Flow for each of the three (3) immediately preceding Collection Periods, *divided by* (b) the sum of (i) the aggregate interest accrued on the Notes for each of such three (3) immediately preceding Payment Dates and any unpaid Note Interest on the Payment Date three (3) months prior to the Quarterly Determination Date, (ii) the aggregate Scheduled Principal Distribution Amount for each of such three (3) immediately preceding Payment Dates, and (iii) any unpaid Scheduled Principal Distribution Amounts on the Payment Date three (3) months prior to the Quarterly Determination Date.

"Eligible Account" means a segregated account with an Eligible Institution.

"Eligible Collateral" means, for any Hedge Agreement entered into between Issuer and a Hedge Counterparty, cash and no other forms of collateral.

"Eligible Institution" means:

(a) the corporate trust department of the Indenture Trustee; or

(b) a depository institution or trust company organized under the Laws of the United States of America or any one of the States thereof (or any domestic branch of a foreign bank), which at all times (i) has either (A) a long-term unsecured debt rating of at least AA- or better by Fitch or, to the extent that Fitch does not rate the Notes, the equivalent or better by an NRSRO, or such other rating that is acceptable to the Majority Noteholders or, as applicable to any Hedge Collateral Account, the Hedge Counterparties, or (B) a certificate of deposit rating of at least F-1+ or better by Fitch or, to the extent that Fitch does not rate the Notes, the equivalent or better by an NRSRO, or such other rating that is acceptable to the Majority Noteholders or, as applicable to any Hedge Collateral Account, the Hedge Counterparties, and (ii) whose deposits are insured by the FDIC.

"Encumbrance" means any charge, equitable interest, privilege, Lien, mortgage, deed of trust, production payment, collateral assignment, security interest, or other arrangement substantially equivalent to any of the foregoing.

"Environmental Law" means any Law, ordinance, rule or regulation of any Governmental Body relating to pollution or the protection of the environment, natural resources, or human health and safety (as it relates to exposure to Hazardous Materials).

"Environmental Liabilities" means any cost, damage, expense, liability, obligation, or other responsibility arising from or under either an Environmental Law or third party claims relating to the environment, and which relates to the ownership or operation of the Assets.

"Equity Contribution Cure" means on any date prior to the Final Scheduled Payment Date, Diversified Holdings' contribution of equity to the Issuer made by depositing cash into the Collection Account, but not more than ten percent (10%) of the initial principal amount of the Notes as of the Closing Date in aggregate and no more frequently than (i) twice (in aggregate) per calendar year and (ii) six (in total) until the earlier of maturity or Redemption of Notes; provided that such contribution of equity shall not be made for any consecutive Payment Dates or Collection Periods.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder from time to time in effect.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that is treated as a single employer together with the Issuer for purposes of Section 412 of the Code or Title IV of ERISA.

"ERISA Plan" means an "employee benefit plan" (as defined in section 3(3) of ERISA) subject to Title I of ERISA that is or, within the preceding five years, has been established or maintained, or to which contributions are or, within the preceding five years, have been made or required to be made by the Issuer or any ERISA Affiliate or with respect to which the Issuer or any ERISA Affiliate may have any liability.

"Escrow Agent" means UMB Bank, N.A., not in its individual capacity but solely as escrow agent under the Escrow Agreement.

"Escrow Agreement" means each escrow agreement, dated as of October 26, 2022 by and among the Issuer, Diversified Corp, the Escrow Agent and certain Noteholders referenced therein.

"Escrow Funding Date" shall mean October 26, 2022.

"Event of Default" has the meaning specified in Section 5.1(a) of the Indenture.

"Excess Allocation Percentage" means the greatest of the following percentages, as applicable:

(a) (i) If the DSCR as of the applicable Payment Date is less than 1.15 to 1.00, then 100%, (ii) if the DSCR as of such Payment Date is greater than or equal to 1.15 to 1.00 and less than 1.25 to 1.00, then 50%, or (iii) if the DSCR as of such Payment Date is greater than or equal to 1.25 to 1.00, then 0%; or

(b) If the Production Tracking Rate is less than 80.0%, then 100%, otherwise 0%; or

(c) If the LTV is greater than 75.0%, then 100%, otherwise 0%.

"Excess Amortization Amount" means, with respect to any Payment Date, the Excess Allocation Percentage of the Available Funds for such Payment Date remaining after giving effect to the distributions in clauses (A) through (F) of Section 8.6(i) of the Indenture on such Payment Date; provided, that the Excess Amortization Amount as of any Payment Date shall not exceed the Outstanding Principal Balance as of such Payment Date (calculated after giving effect to the payments on such Payment Date contemplated by clauses (A) through (F) of Section 8.6(i) of the Indenture).

"Excess Funds" means, with respect to any Collection Period and the related Payment Date, the amounts, if any, available for distribution pursuant to Section 8.6(i) of the Indenture after the distributions pursuant to clauses (A) through (M) thereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Executive Officer" means, with respect to any corporation, the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, any Executive Vice President, Senior Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of such corporation; with respect to any limited liability company, any of the officers listed previously with respect to a corporation or any managing member or sole member of the limited liability company; with respect to any partnership, any general partner thereof; and with respect to any other entity, a similar situated Person.

"External Verifier" means an Independent Person engaged by Diversified Corp or any of its Affiliates who in the ordinary course of business evaluates metrics such as the Sustainability Linked Performance Targets and provides limited assurances with respect thereto.

"FATCA" means Sections 1471 through 1474 of the Code.

"FATCA Withholding Tax" means any withholding or deduction pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements (including any intergovernmental agreements) thereunder or official interpretations thereof.

"FDIC" means the Federal Deposit Insurance Corporation.

"Final Scheduled Payment Date" means the Payment Date occurring in the month of October 2039.

"Financial Asset" has the meaning given such term in Article 8 of the UCC. As used herein, the Financial Asset "related to" a security entitlement is the Financial Asset in which the entitlement holder (as defined in the New York UCC) holding such security entitlement has the rights and property interest specified in the New York UCC.

"Fitch" means Fitch Ratings, Inc., or any successor to the rating agency business thereof.

"GAAP" means Generally Accepted Accounting Principles.

"Gas Basis Hedge Period" has the meaning specified in Section 4.28(b) of the Indenture.

"Gas Basis Hedge Percentage" has the meaning specified in Section 4.28(b) of the Indenture.

[***]

"Governmental Authorization" means any approval, consent, license, permit, registration, variance, exemption, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

"Governmental Body" means any (a) nation, State, county, city, town, village, district, or other jurisdiction of any nature; (b) federal, State, local, municipal, foreign, or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (d) multi-national organization or body; or (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Governmental Official" means any governmental official or employee, employee of any government-owned or government-controlled entity, political party, any official of a political party, candidate for political office, official of any public international organization or anyone else acting in an official capacity.

"Grant" means mortgage, pledge, bargain, warrant, alienate, remise, release, convey, assign, transfer, create, grant a Lien upon and a security interest in, grant a right of set-off against, deposit, set over and confirm pursuant to the Indenture. A Grant of any item of Collateral or of any other property shall include all rights, powers and options (but none of the obligations) of the granting party thereunder, including the immediate and continuing right to claim for, collect, receive and give receipt for principal and interest payments in respect of such item of Collateral and all other monies payable thereunder, to give and receive notices and other communications, to make waivers or other agreements, to exercise all rights and options, to bring Proceedings in the name of the granting party or otherwise, and generally to do and receive anything that the granting party is or may be entitled to do or receive thereunder or with respect thereto.

"Guarantee" means any guarantee of the Notes, Hedge Agreements and the Obligations by each Guarantor pursuant to Article XIII of the Indenture.

"Guarantors" shall mean each of Diversified Upstream and Oaktree Upstream.

"Guaranty" means, with respect to any Person, any obligation (except the endorsement in the ordinary course of business of negotiable instruments for deposit or collection) of such Person guaranteeing or in effect guaranteeing any indebtedness, dividend or other obligation of any other Person in any manner, whether directly or indirectly, including obligations incurred through an agreement, contingent or otherwise, by such Person:

(a) to purchase such indebtedness or obligation or any property constituting security therefor;

(b) to advance or supply funds (i) for the purchase or payment of such indebtedness or obligation, or (ii) to maintain any working capital or other balance sheet condition or any income statement condition of any other Person or otherwise to advance or make available funds for the purchase or payment of such indebtedness or obligation;

(c) to lease properties or to purchase properties or services primarily for the purpose of assuring the owner of such indebtedness or obligation of the ability of any other Person to make payment of the indebtedness or obligation; or

(d) otherwise to assure the owner of such indebtedness or obligation against loss in respect thereof.

In any computation of the indebtedness or other liabilities of the obligor under any Guaranty, the indebtedness or other obligations that are the subject of such Guaranty shall be assumed to be direct obligations of such obligor.

"Hazardous Materials" means any and all pollutants, toxic or hazardous wastes or other substances that might pose a hazard to health and safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized by any applicable Law, including asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, lead based paint, radon gas or similar restricted, prohibited or penalized substances.

"Hedge Agreement" means any master agreement and related schedules, annexes and confirmations entered into between the Issuer and a Hedge Counterparty with respect to any swap, forward, option, swaption, cap, future or derivative transaction or similar agreement (whether entered into as a new transaction or by novation of a transaction or agreement existing as of the Closing Date or thereafter), in each case whether cash or physical settlement, that is reasonably expected to hedge or mitigate the existing or anticipated commercial risk of the Issuer to one or more commodities including, without limitation, those transactions between the Issuer and each Hedge Counterparty.

"Hedge Agreement Interest Rate" means the Federal Funds (Effective) rate published in N.Y. Federal Reserve Statistical Release H.15(519) for that day, or such other recognized source used for the purpose of displaying such rate which shall be applied by the Indenture Trustee (or, if applicable, an Eligible Institution) to all deposits in any one or more Hedge Collateral Accounts.

"Hedge Collateral Accounts" has the meaning specified in Section 8.2(d) of the Indenture.

"Hedge Counterparty" [***].

"Hedge Counterparty Rating Requirements" means, at any time, for any entity who is a party to a Hedge Agreement, such entity either (A) maintains (i) a long-term debt rating of at least BBB- by Fitch or (ii) a short-term debt rating of at least F3 by Fitch, or (B) if applicable, is subject to and in compliance with such other rating and collateral posting requirements as required by Fitch for purposes of maintaining a rating of at least BBB by Fitch.

"Hedge Counterparty Rights Agreement" means any Hedge Counterparty Rights Letter Agreement, dated as of the Closing Date, among the Issuer, the Indenture Trustee and any of the Hedge Counterparties.

"Holdings Operating Agreement" means the Operating Agreement of Diversified Holdings, dated as of the Closing Date, as the same may be amended and supplemented from time to time.

"Hot Back-up Management Duties" shall have the meaning set forth in the Back-up Management Agreement.

"Hydrocarbons" means oil, gas, minerals, and other gaseous and liquid hydrocarbons or any combination of the foregoing.

"IFRS" means International Financial Reporting Standards.

"Indebtedness" means, with respect to any Person, at any time, without duplication,

(a) its liabilities for borrowed money;

(b) its liabilities for the deferred purchase price of property acquired by such Person (excluding accounts payable arising in the ordinary course of business but including all liabilities created or arising under any conditional sale or other title retention agreement with respect to any such property);

(c) (i) all liabilities appearing on its balance sheet in accordance with GAAP in respect of Capital Leases and (ii) all liabilities which would appear on its balance sheet in accordance with GAAP in respect of Synthetic Leases assuming such Synthetic Leases were accounted for as Capital Leases;

(d) all liabilities for borrowed money secured by any Lien with respect to any property owned by such Person (whether or not it has assumed or otherwise become liable for such liabilities);

(e) all its liabilities in respect of letters of credit or instruments serving a similar function issued or accepted for its account by banks and other financial institutions (whether or not representing obligations for borrowed money);

(f) all its liabilities (including delivery, payment and credit support obligations) under any Hedge Agreement of such Person; and

(g) any Guaranty of such Person with respect to liabilities of a type described in any of clauses (a) through (f) hereof.

Indebtedness of any Person shall include all obligations of such Person of the character described in clauses (a) through (g) to the extent such Person remains legally liable in respect thereof notwithstanding that any such obligation is deemed to be extinguished under GAAP.

"Indenture" shall mean the Indenture, dated as of the Closing Date, among the Issuer, the Guarantors and the Indenture Trustee, as the same may be amended and supplemented from time to time.

"Indenture Trustee" means UMB Bank, N.A., a national banking association, not in its individual capacity but solely as Indenture Trustee under the Indenture, or any successor Indenture Trustee under the Indenture.

"Independent" means, when used with respect to any specified Person, that the Person (a) is in fact independent of the Issuer, Manager, any other obligor on the Notes, Diversified, OCM, the Indenture Trustee and any Affiliate of any of the foregoing Persons, (b) does not have any direct financial interest or any Material indirect financial interest in the Issuer, any such other obligor, Diversified, OCM, the Indenture Trustee or any Affiliate of any of the foregoing Persons and (c) is not connected with the Issuer, any such other obligor, Diversified, OCM, the Indenture Trustee or any Affiliate of any of the foregoing Persons as an officer, employee, promoter, underwriter, trustee, partner, director or other Person performing similar functions.

"Independent Petroleum Engineer" means (a) Netherland, Sewell & Associates, Inc., (b) Ryder Scott Petroleum Consultants, L.P., (c) DeGolyer and MacNaughton, (d) Cawley, Gillespie & Associates, Inc., (e) Wright & Company, (f) W.D. Von Gonten & Co., and (e) any other independent petroleum engineer reasonably acceptable to the Majority Noteholders and each Hedge Counterparty.

"Institutional Investor" means (a) any Purchaser of a Note, (b) any Noteholder holding (together with one or more of its Affiliates) more than five percent (5%) of the aggregate principal amount of the Notes then outstanding, (c) any bank, trust company, savings and loan association or other financial institution, any pension plan, any investment company, any insurance company, any broker or dealer, or any other similar financial institution or entity, regardless of legal form, and (d) any Related Fund of any Noteholder.

"Interest Accrual Period" means, with respect to any Payment Date for the Notes, the period from and including the immediately preceding Payment Date (or, in the case of the Initial Payment Date, from and including the Escrow Funding Date) up to, but excluding, the current Payment Date.

"Interest Rate" means 7.50% plus any increase to such rate pursuant to Section 2.8(f) of the Indenture.

"Interest Rate Step Up Trigger Date" means the Payment Date on May 28, 2027.

"Initial Payment Date" has the meaning specified in the definition of Payment Date in this Appendix A Part I of this Indenture.

"Investment Company Act" means the Investment Company Act of 1940, as amended.

"Investment Earnings" means, with respect to any Payment Date, the investment earnings (net of losses and investment expenses) on amounts on deposit in the Issuer Accounts to be deposited into the Collection Account on such Payment Date pursuant to Section 8.2(f) of the Indenture.

"Investment Letter" has the meaning specified in Section 2.4(c) of the Indenture.

"Investments" means all investments, in cash or by delivery of property made, directly or indirectly in any Person, whether by acquisition of shares of capital stock, Indebtedness or other obligations or securities or by loan, advance, capital contribution or otherwise.

"IO DSCR" means, as of any Quarterly Determination Date, beginning with the Payment Date occurring in April 2023, an amount equal to (a) the Securitized Net Cash Flow for each of the three (3) immediately preceding Collection Periods, *divided by* (b) the aggregate Note Interest with respect to the Notes over such three (3) immediately preceding Payment Dates.

"Issuer" means Diversified ABS Phase VI LLC, a Delaware limited liability company.

"Issuer Parties" means the Issuer and the Guarantors.

"Issuer Account Property" means the Issuer Accounts, all amounts and investments held from time to time in any Issuer Account (whether in the form of deposit accounts, Physical Property, book-entry securities, uncertificated securities or otherwise), and all proceeds of the foregoing.

"Issuer Accounts" shall have the meaning specified in Section 8.2(f) of the Indenture.

"Issuer Order" or "Issuer Request" means a written order or request signed in the name of the Issuer by any one of its authorized officers and delivered to the Indenture Trustee.

"Joint Operating Agreement" means that certain Joint Operating Agreement, dated as of the Closing Date, 2022, among Diversified, in its capacity as Operator and any successor thereunder, Diversified Upstream, Oaktree Upstream and, solely for purposes of Article XVI.O thereof, DP Tapstone.

"KeyBank Facility" means the loan facility made under the Amended, Restated and Consolidated Revolving Credit Agreement, dated as of December 7, 2018, and as amended, restated or otherwise modified from time to time, among Diversified Corp, as borrower, KeyBank National Association, as administrative agent, and the lenders party thereto.

"Knowledge" means, (a) with respect to any Diversified Company, the actual knowledge (following reasonable inquiry of direct reports) of any Executive Officer of such entity, and (b) with respect to any Oaktree Entity, the actual knowledge (following reasonable inquiry of direct reports) of any Executive Officer of such entity.

"Law" means any applicable United States or foreign, federal, State, regional, or local statute, law, code, rule, treaty, convention, order, decree, injunction, directive, determination or other requirement and, where applicable, any legally binding interpretation thereof by a Governmental Body having jurisdiction with respect thereto or charged with the administration or interpretation thereof.

"Leases" means the leases described on Exhibit C to each of the Separation Agreements.

"Lien" means a security interest, lien, charge, pledge, equity or encumbrance of any kind.

"Liquidity Reserve Account" means the account designated as such, established and maintained pursuant to Section 8.2(c) of the Indenture.

"Liquidity Reserve Account Initial Deposit" means $17,608,167.

"Liquidity Reserve Account Target Amount" means, with respect to (a) first Payment Date, the Liquidity Reserve Account Initial Deposit, (b) any Payment Date after the first Payment Date and prior to which the Principal Coverage Condition has been achieved, the product of (i) 6 and (ii) the sum of (y) the Note Interest and (z) Senior Transaction Fees (this amount shall not be less than 50% of the Liquidity Reserve Account Initial Deposit) or (c) any Payment Date on or after which the Principal Coverage Condition has been achieved, $0.

"LTV" means, as of any applicable date of determination, an amount equal to (a) the excess of the Outstanding Principal Balance as of such date of determination over the amount then on deposit in the Collection Account divided by (b) the sum of the PV-10, as of such date of determination.

"Majority Noteholders" means (i) as of any date of determination on which any Notes are Outstanding, Noteholders (other than any Diversified Company and the Oaktree Entity and each of their respective Affiliates) representing greater than fifty percent (50%) of the aggregate Outstanding Amount of Notes and (ii) as of any date of determination on which no Notes are Outstanding, and any of the Hedge Agreements with Hedge Counterparties remain outstanding or any payments thereunder, including the termination value, remain unpaid, Majority Noteholders shall mean the Hedge Counterparties until such time that all of the Hedge Agreements with the Hedge Counterparties have terminated and all payments thereunder, including the termination value, have been paid in full.

"Management Services Agreement" means the Management Services Agreement, dated as of the Closing Date, by and among the Manager, Diversified Corp, OCM and the Issuer, as amended from time to time.

"Management Team" means, at any point in time, those certain individuals serving as officers of Diversified Energy Company Plc as Chief Executive Officer, Chief Operating Officer, Chief Financial Officer and General Counsel.

"Manager" means Diversified, in its capacity as manager under the Management Services Agreement, and any successor thereunder.

"Material" with respect to any Person means material in relation to the business, operations, affairs, financial condition, assets or properties of such Person.

"Material Adverse Effect" means a material adverse effect on (i) the business, operations, affairs, assets, properties, prospects, financial condition or results of operation of any Diversified Party or Issuer Party, (ii) the validity, priority or enforceability of the Liens on the Collateral, taken as a whole, (iii) the ability of any Diversified Party, Oaktree Entity, the Manager or the Operator to perform any Material obligation under any Basic Document to which it is a party, (iv) the ability of the Indenture Trustee to enforce any Diversified Party, Oaktree Entity, the Manager or the Operator obligations under the Basic Documents to which such Person is a party in any Material respect, or (v) the validity or enforceability against any Diversified Party, Oaktree Entity, the Manager or the Operator of any Basic Document to which such Person is a party.

"Material Manager Default" has the meaning specified in the Management Services Agreement, as of the Closing Date.

"Methane Emissions Performance Target" means attaining Diversified Energy Company Plc's target set forth in the Sustainability Framework to achieve a reduction in Diversified Energy Company Plc's Scope 1 methane emissions intensity to 1.12 MT CO2e/MMcfe for the Observation Period as certified by the External Verifier.

"Moody's" means Moody Investors Service, Inc., or any successor to the rating agency business thereof.

"Mortgage" means any mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the Indenture Trustee, for the benefit of the Indenture Trustee, the Secured Parties, on real property of the Issuer or any Guarantor, including any amendment, restatement, modification or supplement thereto.

"MT CO2e/MMcfe" means metric tons of carbon dioxide equivalent per million cubic feet of natural gas equivalent.

"Multiemployer Plan" means any ERISA Plan that is a "multiemployer plan" (as such term is defined in section 4001(a)(3) of ERISA).

"NAIC" means the National Association of Insurance Commissioners.

"Natural Gas Hedge Percentage" has the meaning specified in Section 4.28(a) of the Indenture.

"Natural Gas Hedge Period" has the meaning specified in Section 4.28(a) of the Indenture.

"Net Revenue Interest" means, for any Well, the holder's share of the Hydrocarbons produced, saved and marketed therefrom (after satisfaction of all Burdens).

"NGL Hedge Percentage" has the meaning specified in Section 4.28(c) of the Indenture.

"NGL Hedge Period" has the meaning specified in Section 4.28(c) of the Indenture.

"Non-U.S. Plan" means any plan, fund or other similar program that (a) is established or maintained outside the United States of America by Diversified or the Issuer primarily for the benefit of employees of Diversified or the Issuer residing outside the United States of America, which plan, fund or other similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement or payments to be made upon termination of employment, and (b) is not subject to ERISA or the Code.

"Note Interest" means, with respect to any Payment Date, an amount equal to the sum of (i) interest accrued during the Interest Accrual Period at the Interest Rate with respect to the Notes on the Outstanding Principal Balance plus (ii) any accrued and unpaid Note Interest from prior Payment Dates, together with, to the extent permitted by Law, interest thereon at such Interest Rate during the Interest Accrual Period, calculated on the basis of a 360-day year consisting of twelve 30-day months.

"Note Purchase Agreement" means the Note Purchase Agreement, dated the Closing Date, among the Diversified Parties, the Oaktree Entities and the Purchasers (as may be further modified, amended or supplemented).

"Note Register" and "Note Registrar" have the respective meanings specified in Section 2.5(a) of the Indenture.

"Noteholder" means the Person in whose name a Note is registered in the Note Register and, with respect to a Book Entry Note, the Person who is the owner of such Book Entry Note, as reflected on the books of the Depository, or on the books of a Person maintaining an account with such Depository (directly as a Depository Participant or as an indirect participant, in each case in accordance with the rules of such Depository).

"Noteholder FATCA Information" means, with respect to any Noteholder, information sufficient to eliminate the imposition of, or determine the amount of, U.S. withholding tax under FATCA.

"Noteholder Tax Identification Information" means, with respect to any Noteholder, properly completed and signed tax certifications (generally, in the case of U.S. Federal Income Tax, IRS Form W-9 (or applicable successor form) in the case of a Person that is a "United States Person" within the meaning of Section 7701(a)(30) of the Code or the appropriate IRS Form W-8 (or applicable successor form) in the case of a Person that is not a "United States Person" within the meaning of Section 7701(a)(30) of the Code).

"Notes" means the Class A-1 Notes and the Class A-2 Notes.

"Notification Date" has the meaning specified in the definition of Satisfaction Notification in this Appendix A Part I of this Indenture.

"Novation Agreements" means the (i) Novation Agreement, dated as of October 27, 2022, among Bank of America, N.A., Diversified Corp and Issuer, (ii) Novation Agreement, dated as of October 27, 2022, among Bank of America, N.A., Oaktree Opportunities Fund XI Holdings (Delaware) L.P. and Issuer, (iii) Novation Agreement, dated as of October 27, 2022, among Morgan Stanley & Co. International Plc, Oaktree Opportunities Fund XI Holdings (Delaware), L.P., Bank of America, N.A. and Issuer, (iv) Novation Agreement, dated as of October 27, 2022, among J. Aron & Company LLC, DP RBL Co LLC and Issuer and (v) Novation Agreement, dated as of October 27, 2022, among Oaktree Opportunities Fund XI Holdings (Delaware), L.P., Goldman Sachs International, J. Aron & Company LLC and Issuer.

"NRSRO" means any nationally recognized statistical rating agency recognized as such by the Commission and acceptable to the SVO.

"Oaktree Entities" means OCM and Oaktree Upstream.

"Oaktree Separation" shall have the meaning assigned to such term in the Oaktree Separation Agreement.

"Oaktree Separation Agreement" means the Separation Agreement, dated October 19, 2022, by and among OCM, the Issuer and Oaktree Upstream.

"Oaktree Statement of Division" shall have the meaning assigned to the term "Certificate of Division" in the Oaktree Separation Agreement.

"Oaktree Upstream" shall mean Oaktree ABS VI Upstream LLC, a Delaware limited liability company.

"Oaktree Upstream Operating Agreement" means the Operating Agreement of Oaktree Upstream, dated as of the Closing Date, as the same may be amended and supplemented from time to time.

"Obligations" means all of the obligations of the Issuer and each Guarantor with respect to the Notes and any other Basic Document, including any Hedge Agreement, owed or owing to Indenture Trustee, a Noteholder, Hedge Counterparty or any other Person, as set forth under any Basic Document (whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising), including, without limitation, the obligation to pay principal, interest (including, for the avoidance of doubt, any default interest required under the Indenture), any Redemption Price, Change of Control Redemption Price and all actual, reasonable and documented costs, charges and expenses, attorney's fees and disbursements, and indemnitees.

"Observation Period" means the year ended December 31, 2026.

"OCM" means OCM Denali Holdings, LLC, a Delaware limited liability company.

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

"OFAC Sanctions Program" means any economic or trade sanction that OFAC is responsible for administering and enforcing. A list of OFAC Sanctions Programs may be found at http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx.

"Officer's Certificate" means in the case of the Issuer, a certificate signed by a Responsible Officer of the Issuer, under the circumstances described in, and otherwise complying with, the applicable requirements of Section 12.1 of the Indenture, and delivered to the Indenture Trustee (unless otherwise specified, any reference in the Indenture to an Officer's Certificate shall be to an Officer's Certificate of a Responsible Officer of the Issuer), and in the case of the Manager or the Back-up Manager, a certificate signed by a Responsible Officer of the Manager or the Back-up Manager, as applicable.

"Oil and Gas Portfolio" means, as of any date of determination, all Assets then held by the Issuer or the Guarantors.

"Oil Hedge Percentage" has the meaning specified in Section 4.28(d) of the Indenture.

"Oil Hedge Period" has the meaning specified in Section 4.28(d) of the Indenture.

"Operating Expense Limit" means, with respect to any Collection Period, 80% of the amount of gross collections from sales of hydrocarbons (net of royalties, taxes, and Third Party Post-Production Expenses) attributable to the Working Interests, *plus* the aggregate of the Equity Contribution Cures (in the form of cash), if any, deposited in the Collection Account.

"Operating Expense Suspension Event" means, as of any date of Payment Determination Date, (i) the aggregate Operating Expenses (for the avoidance of doubt, without giving effect to royalties and taxes) for the immediately preceding three Collection Periods exceeding (ii) the aggregate Operating Expense Limit over such three Collection Periods.

"Operating Expenses" means the amounts chargeable to the Joint Account (as defined in the Joint Operating Agreement, but in any event including lease operating expenses, transportation expenses and plugging and abandonment expenses) with respect to the Issuer's interest. Operating Expenses excludes any amounts otherwise paid by the Issuer under the Basic Documents and any internal general and administrative expenses of the Issuer.

"Operator" means Diversified, in its capacity as operator under any Joint Operating Agreement, and any successor thereunder.

"Opinion of Counsel" means one or more written opinions of counsel who may, except as otherwise expressly provided in the Indenture, be an employee of or counsel to the Issuer (if satisfactory to the addressees of such opinion) and who shall be satisfactory to the addressees of such opinion, and which opinion or opinions if addressed to the Indenture Trustee, shall comply with any applicable requirements of Section 12.1 or any other applicable provision of the Indenture and shall be in form and, if applicable, substance satisfactory to the Indenture Trustee.

"Order" means any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

"Organizational Documents" of any entity shall mean (a) in the case of a corporation, the articles or certificate of incorporation (or the equivalent of such items under State Law) and the bylaws of such corporation, (b) in the case of a limited liability company, the certificate or articles of existence or formation and the operating agreement of such limited liability company, (c) in the case of a limited partnership, the certificate of formation and limited partnership agreement of such limited partnership and the Organizational Documents of the general partner of such limited partnership, and (d) any equivalent documents to the foregoing under the State Law where such entity was organized or formed.

"Outstanding" means, as of the date of determination, all Notes theretofore authenticated and delivered under this Indenture except:

(a) Notes theretofore cancelled by the Note Registrar or delivered to the Note Registrar for cancellation;

(b) Notes or portions thereof the payment for which money in the necessary amount has been theretofore deposited with the Indenture Trustee or any Paying Agent in trust for the Noteholders of such Notes (provided, however, that if such Notes are to be redeemed, notice of such redemption has been duly given or waived pursuant to this Indenture or provision for such notice or waiver has been made which is satisfactory to the Indenture Trustee); and

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Indenture unless proof satisfactory to the Indenture Trustee is presented that any such Notes are held by a protected purchaser;

provided, that in determining whether the Noteholders of the requisite Outstanding Amount have given any request, demand, authorization, direction, notice, consent or waiver hereunder or under any Basic Document, Notes owned by the Issuer, any other obligor upon the Notes, Diversified or any Affiliate of any of the foregoing Persons shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Indenture Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes that a Responsible Officer of the Indenture Trustee has actual knowledge are so owned shall be so disregarded. Notes so owned that have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Indenture Trustee the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer, any other obligor upon the Notes, Diversified or any Affiliate of any of the foregoing Persons.

"Outstanding Amount" means the aggregate principal amount of all Notes outstanding at the date of determination.

"Outstanding Principal Balance" means, as of any date of determination, the Outstanding Amount of the Notes on the Closing Date, less the sum of all amounts distributed to the Noteholders on or prior to such date in respect of principal, including with respect to any redemption of Notes.

"P&A Expense Amount" means, for any fiscal year, the actual aggregate net amount of plugging and abandonment expenses attributable to the Wellbore Interests and any Additional Assets, which amount shall be determined by the Manager in accordance with the Management Standards (as defined in the Management Services Agreement).

"P&A Reserve Account" means one or more accounts or sub-accounts established on or before the Closing Date on behalf of the Indenture Trustee and maintained by the Securities Intermediary in the name of the Issuer, in trust for the benefit of the Secured Parties.

"P&A Reserve Amount" means, with respect to any Payment Date after which a P&A Reserve Trigger occurs, an amount equal to two (2) times the excess, if any, of (a) the P&A Expense Amount for the fiscal year preceding the applicable occurrence of the P&A Reserve Trigger over (b) the P&A Reserve Trigger Amount.

"P&A Reserve Trigger" means the determination as of the Payment Determination Date in March of any fiscal year that the P&A Expense Amount for the Issuer's prior fiscal year exceeded the P&A Reserve Trigger Amount.

"P&A Reserve Trigger Amount" means (i) for fiscal years 2022 through 2026, an amount equal to $1,000,000, (ii) for fiscal years 2027 through 2035, an amount equal to $1,500,000, and (iii) for fiscal years 2036 through 2037 an amount equal to $2,000,000.

"Paying Agent" means the Indenture Trustee or any other Person that meets the eligibility standards for the Indenture Trustee specified in Section 6.11 of the Indenture and is authorized by the Issuer to make payments to and distributions from the Collection Account including payments of principal of or interest on the Notes on behalf of the Issuer.

"Payment Date" means, with respect to each Collection Period, the 28th day of the following month or, if such day is not a Business Day, the immediately following Business Day. The initial Payment Date for interest only will be November 28, 2022 and the first principal Payment Date will be November 28, 2022.

"Payment Date Compliance Certificate" means the certificate delivered pursuant to Section 7.1(f) of the Indenture.

"Payment Date Report" means a certificate of the Manager delivered pursuant to Section 8.6 of the Indenture.

"Payment Determination Date" means, with respect to any Payment Date, two (2) Business Days immediately preceding such Payment Date.

"Permitted Dispositions" means the sale, or exchange for Additional Assets, of Assets by the Issuer or any Guarantor, as applicable, at a price or value equal to fair market value at the time of such sale or exchange, subject to the following limitations:

(a) the aggregate amount of Assets sold or exchanged does not exceed 15% of the Assets on the basis of value as of the Closing Date;

(b) the aggregate amount of Assets sold to any Affiliate of Diversified or OCM does not exceed 5% of the value of the Assets;

(c) the selection procedures used in selecting such Assets would not reasonably be expected to be materially adverse to the Noteholders or the Hedge Counterparties;

(d) the DSCR shall not be less than 1.30 to 1.00, the Production Tracking Rate shall not be less than 80%, the IO DSCR shall not be less than 2.00 to 1.00 and the LTV shall not be greater than 75% on a pro forma basis after giving effect to such sale or exchange and the application of the proceeds therefrom to the purchase of Additional Assets, the repayment of the Notes or any required hedge termination payment, if any;

(e) the Rating Agency Condition shall have been satisfied;

(f) no sale, or exchange for Additional Assets, of Assets may occur during the continuance of any Default, Event of Default, or Rapid Amortization Event; and

(g) the proceeds of any disposition of Collateral shall be sufficient (together with other funds available for such purpose in accordance with Section 8.6(i)) to pay any breakage or termination amounts (including any interest thereon) owing to any Hedge Counterparty as a result of any termination of hedges required by Section 4.28 in connection with such disposition;

provided, however, that notwithstanding the foregoing clauses (a)– (g), any transfer of Assets between the Guarantors shall be in any event be deemed a Permitted Disposition and permitted under the Indenture.

"Permitted Indebtedness" shall have the meaning specified in Section 4.21 of the Indenture.

"Permitted Investments" means (i) direct obligations of the United States of America or any agency thereof, or shares of money market funds that invest solely in such obligations, (ii) obligations fully guaranteed by the United States of America and certificates of deposit issued by, or bankers' acceptances of, or time deposits, demand deposits or overnight deposits with, any bank, trust company or national banking association incorporated or doing business under the Laws of the United States of America or one of the states thereof having combined capital and surplus and retained earnings of at least $250,000,000, (iii) commercial paper of companies, banks, trust companies or national banking associations incorporated or doing business under the Laws of the United States of America or one of the states thereof and in each case having a rating assigned to such commercial paper by S&P or Moody's (or, if neither such organization shall rate such commercial paper at any time, by any nationally recognized statistical rating organization in the United States of America) equal to the highest rating assigned by such organizations and (iv) money market funds which (a) invest primarily in obligations of the United States of America or any agency thereof, corporate bonds, certificates of deposit, commercial paper rated AAAmmf or better by Fitch and P-1 or better by Moody's, repurchase agreements, time deposits and (b) have a rating assigned to such fund by Moody's, Fitch or S&P equal to "Aaa-mf", "AAAmmf", or "AAm", respectively, or better. In no event shall any investment be eligible as a "Permitted Investment" unless the final maturity or date of return of such investment is thirty-one (31) days or less from the date of purchase thereof.

"Permitted Liens" shall, with respect to the Wellbore Interests, have the meaning assigned to the term "Permitted Encumbrance" in each of the Separation Agreements, as of the Closing Date.

"Person" means any individual, corporation, limited liability company, estate, partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization or government or any agency or political subdivision thereof.

"Physical Property" means instruments within the meaning of Section 9-102(a)(47) of the UCC and certificated securities within the meaning of Section 8-102 of the UCC.

"Placement Agents" means BofA Securities LLC, DCMB Securities LLC and Goldman Sachs & Co. LLC, as placement agents.

"Plan" means any (a) "employee benefit plan" as defined in Section 3(3) of ERISA that is subject to Title I of ERISA, (b) "plan" described in Section 4975(e)(1) of the Code that is subject to Section 4975 of the Code; (c) entity or account whose underlying assets are deemed to include "plan assets" (within the meaning of the Department of Labor regulation located at 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA) or (d) plan, entity or account that is subject to any U.S. federal, State, non-U.S. or local Law that is substantially similar to Title I of ERISA or Section 4975 of the Code.

"Plans of Division" shall have the meaning assigned to such term in the applicable Separation Agreement.

"Pledge Agreement" means the Pledge Agreement, dated as of the Closing Date, among Diversified Holdings, the Issuer, the Guarantors, Sooner State Joint ABS Holdings LLC and the Indenture Trustee, for the benefit of the Secured Parties, as amended from time to time.

"Posted Collateral" shall mean all Eligible Collateral and the proceeds thereof, including all interest accruing on any such sums, that has been received by the Issuer from a Hedge Counterparty under a Hedge Agreement and has been deposited in to an applicable Hedge Collateral Account.

"Predecessor Note" means, with respect to any particular Note, every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purpose of this definition, any Note authenticated and delivered under Section 2.6 of the Indenture in lieu of a mutilated, lost, destroyed or stolen Note shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Note.

"Prepayment Premium" means an amount equal to (i) with respect to any redemption of the Notes prior to October 28, 2023, the sum of (a) the Applicable Premium and (b) two percent (2%) of the aggregate principal amount of Notes then being redeemed, (ii) with respect to any redemption of the Notes after October 28, 2023 and prior to October 28, 2024, the sum of (a) the Applicable Premium and (b) one percent (1%) of the aggregate principal amount of Notes then being redeemed and (iii) with respect to any redemption of the Notes after October 28, 2024 and prior to October 28, 2026, the Applicable Premium.

"Principal Coverage Condition" means the first Payment Date upon which the sum of (a) Available Funds available subsequent to distributions on such Payment Date pursuant to clause 8.6(i)(C) of the Priority of Payments and (b) the amounts available in the Liquidity Reserve Account, is greater than the aggregate Outstanding Amount of the Notes.

"Principal Distribution Amount" means, as of any Payment Date, (1) prior to the occurrence of a Rapid Amortization Event, the Scheduled Principal Distribution Amount plus any unpaid Scheduled Principal Distribution Amounts from prior Payment Dates, and (2) on or after the occurrence of a Rapid Amortization Event, all Available Funds for such Payment Date after giving effect to the distributions in clauses (A) through (G) of Section 8.6(i) of the Indenture on such Payment Date; provided, that the Principal Distribution Amount as of any Payment Date shall not exceed the Outstanding Principal Balance as of such Payment Date.

"Private Letter Rating" means a letter delivered by a Rating Agency with respect to the Notes that includes the following elements:

(a) The rating on the Notes with specific reference to any private placement number(s) issued for the Notes by Standard & Poor's CUSIP Service Bureau or other information that uniquely identifies the Notes, including coupon and maturity;

(b) A statement that the rating of the Notes will be maintained and a rating letter will be produced at least once every calendar year;

(c) A statement that the rating encompasses the expectation of timely payment of principal and interest as scheduled; and

(d) A statement that such letter may be shared with the holders' regulatory and self-regulatory bodies (including the SVO) and auditors of the holder of the Notes without need for a non-disclosure agreement with the Rating Agency.

"Proceeding" means any suit in equity, action at Law or other judicial or administrative proceeding.

"Proceeds Retention Condition" shall have the meaning specified in Section 8.4(a) of this Indenture.

"Production Tracking Rate" means, with respect to any Semi-Annual Determination Date beginning with the Payment Date occurring in January 2023, the quotient of (a) the aggregate production volume with respect to the Oil and Gas Portfolio actually realized over the six (6) calendar months immediately preceding such date of determination over (b) the aggregate production volume with respect to the Oil and Gas Portfolio projected in the most recent Reserve Report for the six (6) corresponding calendar months.

"Purchaser" or "Purchasers" means the purchasers listed on Schedule B to the Note Purchase Agreement.

"PV-10" means the value calculated in the most recent Reserve Report delivered pursuant to Section 8.5 of the Indenture consisting of the discounted present value (using ten percent (10.0%) discount rate) of the sum of (i) the projected net cash flows from the Oil and Gas Portfolio categorized as proved, developed and producing, using commodity strip prices and (ii) the positive or negative aggregate mark-to-market value determined as of such date of determination of all Hedge Agreements, calculated in the aggregate for all Hydrocarbons hedged, calculated on an annual basis (or, to the extent the Manager in its discretion obtains an updated Reserve Report prior to any otherwise scheduled annually updated Reserve Report, calculated on a more frequent basis to reflect the projected proceeds described in such updated Reserve Report).

"Qualifying Owner" means any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision) that directly or indirectly holds or acquires 100% of the total voting power of the Voting Stock of Diversified Energy Company Plc, and of which no other Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision) holds more than 50% of the total voting power of the Voting Stock thereof.

"Quarterly Determination Date" means the Payment Determination Dates in the months of January, April, July and October.

"Rapid Amortization Event" means the occurrence of (i) any Event of Default under the Indenture, (ii) a Warm Trigger Event, (iii) any Material Manager Default under the Management Services Agreement, (iv) any Default in Other Agreements, or (v) on or after September, 2028, the LTV as of any Annual Determination Date is greater than forty percent (40%); provided that a Rapid Amortization Event pursuant to the foregoing clause (v) may be cured upon delivery of an updated Reserve Report audited or prepared by an Independent Petroleum Engineer on or prior to the date required by Section 8.5 of the Indenture which would result in, as of the next Annual Determination Date or, if earlier, the effective date of such Reserve Report, an LTV less than or equal to 40%.

"Rating Agency" means (i) Fitch and (ii) if Fitch does not issue a senior unsecured long-term debt rating, corporate credit rating or issuer rating for the applicable Person or fails to make such rating publicly available, a "nationally recognized statistical rating organization" registered under the Exchange Act, that is consented to by the Majority Noteholders.

"Rating Agency Condition" means, with respect to any action, that each Rating Agency then rating a class of Notes shall have received five (5) Business Days' (or such shorter period as shall be acceptable to each Rating Agency) prior written notice and shall not have notified the Issuer that such action will result in a downgrade or withdrawal of the then current rating on any class of Notes.

"Rating Agency Contact" shall mean globalcrosssectorsf@fitchratings.com.

"Record Date" means, with respect to a Payment Date or Redemption Date, the last day of the immediately preceding calendar month.

"Redemption" means the redemption of the Notes by the Issuer in accordance with Section 10.1 of the Indenture.

"Redemption Date" means, (i) in the case of a redemption of the Notes pursuant to Section 10.1(a) of the Indenture, any Payment Date on or after the Closing Date, and (ii) in the case of a redemption of the Notes pursuant to Section 10.1(b) of the Indenture, any Payment Date within 90 days of the triggering Change of Control, as specified by the Issuer pursuant to Section 10.1(b) of the Indenture.

"Redemption Price" means, (i) with respect to any redemption of Notes pursuant to Section 10.1(a) of the Indenture, (a) prior to October 28, 2026, an amount equal to 100% of the principal amount thereof, plus the Prepayment Premium, plus accrued and unpaid interest, if any, to, but not including, the Redemption Date, (b) from October 28, 2026 to October 27, 2027, an amount equal to 102% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the Redemption Date, (c) from October 28, 2027 to October 27, 2028, an amount equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the Redemption Date, and (d) on or after October 28, 2028, an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the Redemption Date and (ii) with respect to a Change of Control, the Change of Control Redemption Price.

"Related Fund" means, with respect to any Noteholder of any Note, any fund or entity that (a) invests in Securities or bank loans, and (b) is advised or managed by such holder, the same investment advisor as such holder or by an Affiliate of such holder or such investment advisor.

"Reserve Report" means initially the Separation Agreement Reserve Report and upon delivery of the updated reserve report required with respect to the Wellbore Interests and any Additional Assets pursuant to Section 8.5 of the Indenture, a reserve report in form and substance substantially similar to the Separation Agreement Reserve Report (as adjusted for new information) and otherwise reasonably acceptable to the Majority Noteholders, setting forth as of the date of the report the oil and gas reserves of the Issuer and the Guarantors, together with a projection of the rate of production and future net income, Taxes, Operating Expenses and capital expenditures with respect to the Wellbore Interests and any Additional Assets as of that date based on good faith and reasonable economic assumptions provided by the Manager, containing customary assumptions, qualifications and exclusions; provided, that upon the reasonable request of the Majority Noteholders, the Majority Noteholders may, at their sole expense, independently audit the economic assumptions provided by the Manager.

"Responsible Officer" means, (x) with respect to the Indenture Trustee, any officer within the Corporate Trust Office of the Indenture Trustee, including any vice president, assistant vice president, assistant secretary, senior associate, associate, trust officer or any other officer, employee or other person of the Indenture Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular matter, any other officer to whom such matter is referred because of such officer's knowledge of and familiarity with the particular subject, in each case, who shall have direct responsibility for the administration of this Indenture, (y) with respect to the Issuer any officer, including any president, vice president, secretary or any other officer performing functions similar to those performed by such officers, and (z) with respect to Diversified Corp or Diversified, any officer, including any president, vice president, secretary or any other officer performing functions similar to those performed by such officers.

"Risk Retained Interest": The limited liability company interests in the Issuer representing, at the Closing Date, a fair value of not less than five percent (5%) of the fair value of all "ABS interests" (as defined in the Credit Risk Retention Rules) of the Issuer, determined using a fair value measurement framework under GAAP.

"Rule 144A" means Rule 144A promulgated under the Securities Act.

"Rule 17g-5" has the meaning specified in Section 12.19(a) of the Indenture.

"Satisfaction Notification" means an Officer's Certificate delivered at least 30 days prior to the Interest Rate Step Up Trigger Date (the "Notification Date") that in respect of the Observation Period: (i) one or both Sustainability Linked Performance Targets have been satisfied and (ii) the satisfaction of each Sustainability Linked Performance Target has been confirmed by the External Verifier in accordance with customary procedures.

"Schedule of Assets" shall mean Exhibit B to each Separation Agreement specifying the Assets being transferred, as such Schedule may be amended from time to time.

"Scheduled Principal Distribution Amount" means, as of any date of determination, the amount indicated on Schedule B to the Indenture with respect to such date.

"Secured Parties" means, collectively, each Noteholder, the Indenture Trustee, each Hedge Counterparty and the Back-up Manager, and "Secured Party" means any of them individually.

"Securities" or "Security" shall have the meaning specified in section 2(a)(1) of the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Intermediary" shall have the meaning specified in Section 8.2(g) of the Indenture.

"Securitized Net Cash Flow" means, with respect to any Collection Period, the sum of the aggregate proceeds of the Oil and Gas Portfolio deposited in the Collection Account during such Collection Period, the aggregate amount of Equity Contribution Cures, if any, deposited in the Collection Account during such Collection Period, and the net proceeds of the Hedge Agreements received by the Issuer during such Collection Period in excess of amounts payable pursuant to clauses (ii)(A) and (B) of Section 8.6 of the Indenture with respect to such Collection Period.

"Semi-Annual Determination Date" means the Payment Determination Dates in the months of January and July.

"Senior Financial Officer" means, with respect to Diversified Corp, the chief financial officer, principal accounting officer, treasurer or comptroller (or any other officer holding a title or role similar to any of the foregoing) of Diversified Corp.

"Senior Transaction Fees" means any fees or expenses payable pursuant to clauses (i)(A) and (B) of Section 8.6 of the Indenture.

"Separation Agreements" means the Diversified Separation Agreement and the Oaktree Separation Agreement.

"Separation Agreement Reserve Report" means that certain internal report prepared by DP Tapstone as of July 1, 2022, which is based on that certain evaluation of oil and gas reserves prepared for Diversified Energy Company Plc by Netherland Sewell & Associates, Inc. effective January 1, 2022, with respect to the Oil and Gas Portfolio.

"Settlement Agreement" means the Settlement Agent Services Agreement, dated as of October 27, 2022 between the Issuer and UMB Bank, N.A., as settlement agent.

"Similar Law" means any U.S. federal, State, non-U.S. or local Law that is substantially similar to Title I of ERISA or Section 4975 of the Code.

"Standard & Poor's" or "S&P" means S&P Global Ratings, a division of S&P Global Inc., or any successor to the rating agency business thereof.

"State" means any one of the 50 States of the United States of America or the District of Columbia.

"Statements of Division" means the Diversified Statement of Division and the Oaktree Statement of Division.

"State Sanctions List" means a list that is adopted by any state Governmental Body within the United States of America pertaining to Persons that engage in investment or other commercial activities in Iran or any other country that is a target of economic sanctions imposed under U.S. Economic Sanctions Laws.

"Subsequent Rate of Interest" has the meaning specified in Section 2.8(f) of the Indenture.

"Subsidiary" means, as to any Person, any other Person in which such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar functions) of such second Person, and any partnership or joint venture if more than a fifty percent (50%) interest in the profits or capital thereof is owned by such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries (unless such partnership or joint venture can and does ordinarily take major business actions without the prior approval of such Person or one or more of its Subsidiaries). Unless the context otherwise clearly requires, any reference to a "Subsidiary" is a reference to a Subsidiary of the Issuer, including the Guarantors.

"Sustainability Framework" means the Sustainability Framework adopted by Diversified Energy Company Plc in May 2022.

"Sustainability Linked Performance Targets" means, collectively, the [***] or the Methane Emissions Performance Target.

"SVO" means the Securities Valuation Office of the NAIC.

"Synthetic Lease" means, at any time, any lease (including leases that may be terminated by the lessee at any time) of any property (a) that is accounted for as an operating lease under GAAP and (b) in respect of which the lessee retains or obtains ownership of the property so leased for U.S. federal income tax purposes, other than any such lease under which such Person is the lessor.

"Tax" or "Taxes" means any and all federal, state, provincial, local, foreign and other taxes, levies, fees, imposts, duties, assessments, and other governmental charges imposed by any Governmental Body, including income, profits, franchise, withholding, employment, social security (or similar), disability, occupation, ad valorem, property, value added, capital gains, sales, goods and services, use, real or personal property, capital stock, license, branch, payroll, estimated, unemployment, severance, compensation, utility, stamp, occupation, premium, windfall profits, transfer, gains, production and excise taxes, and customs duties, together with any interest, penalties, fines or additions thereto.

"Third Party Post-Production Expenses" means Operating Expenses charged by non-Affiliated third parties, including with regard to firm transportation, processing, and gathering.

"Threatened" means a claim, Proceeding, dispute, or other matter will be deemed to have been "Threatened" if any demand or statement has been made (orally or in writing) to a Diversified Company or any officers, directors, or employees of a Diversified Company that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

"Transferor Certificate" has the meaning specified in Section 2.4(c) of the Indenture.

"Treasury Rate" means, in respect of any date of redemption of Notes pursuant to Section 10.1 of the Indenture, the yield to maturity as of the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 that has become publicly available at least two Business Days prior to the applicable Redemption Date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the Redemption Date to October 28, 2026; provided, however, that if the period from the Redemption Date to October 27, 2026, is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used. The Issuer will (1) calculate the Treasury Rate no later than the second (and no earlier than the fourth) Business Day preceding the applicable Redemption Date and (2) prior to such Redemption Date file with the Indenture Trustee an Officers' Certificate setting forth the Applicable Premium and the Treasury Rate and showing the calculation of each in reasonable detail.

"Treasury Regulations" shall mean regulations, including proposed or temporary regulations, promulgated under the Code. References herein to specific provisions of proposed or temporary regulations shall include analogous provisions of final Treasury Regulations or other successor Treasury Regulations.

"UCC" means, unless the context otherwise requires, the Uniform Commercial Code, as in effect in the relevant jurisdiction, as amended from time to time.

"U.S. Economic Sanctions Laws" means those Laws, executive orders, enabling legislation or regulations administered and enforced by the United States pursuant to which economic sanctions have been imposed on any Person, entity, organization, country or regime, including the Trading with the Enemy Act, the International Emergency Economic Powers Act, the Iran Sanctions Act, the Sudan Accountability and Divestment Act and any other OFAC Sanctions Program.

"USA PATRIOT Act" means United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

"U.S. Person" means:

(a) a citizen or resident of the United States for U.S. federal income tax purposes;

(b) an entity treated as a corporation or partnership for U.S. federal income tax purposes, except to the extent provided in applicable U.S. Department of Treasury regulations, created or organized in or under the Laws of the United States, any State, including an entity treated as a corporation or partnership for U.S. federal income tax purposes;

(c) an estate the income of which is subject to U.S. federal income taxation regardless of its source;

(d) an entity treated as a trust for U.S. federal income tax purposes if a court within the United States is able to exercise primary supervision over the administration of such trust, and one or more such U.S. Persons have the authority to control all substantial decisions of such trust; or

(e) to the extent provided in applicable U.S. Department of Treasury regulations, certain trusts in existence on August 20, 1996, which are eligible to elect to be treated as U.S. Persons.

"Voting Stock" of any specified Person as of any date means the capital stock of such Person that is at the time entitled to vote in the election of the board of directors of such Person.

"Warm Back-up Management Duties" shall have the meaning set forth in the Back-up Management Agreement.

"Warm Trigger Event" will be continuing as of any Payment Date for so long as (i) the DSCR as of such Payment Date is less than 1.15 to 1.00, (ii) the Production Tracking Rate as of such Payment Date is less than eighty percent (80%) or (iii) the LTV as of such Payment Date is greater than eighty-five percent (85%).

"Wellbore Interests" has the meaning specified in the applicable Separation Agreement.

"Wells" has the meaning specified in the applicable Separation Agreement.

"Working Interest" means, for any Well, that share of costs and expenses associated with the exploration, maintenance, development, and operation of such Well that the holder of the interest is required to bear and pay.

PART II - RULES OF CONSTRUCTION

A. Accounting Terms. As used in this Appendix or the Basic Documents, accounting terms which are not defined, and accounting terms partly defined, herein or therein shall have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms in this Appendix or the Basic Documents are inconsistent with the meanings of such terms under generally accepted accounting principles, the definitions contained in this Appendix or the Basic Documents will control.

B. "Hereof," etc.: The words "hereof," "herein" and "hereunder" and words of similar import when used in this Appendix or any Basic Document will refer to this Appendix or such Basic Document as a whole and not to any particular provision of this Appendix or such Basic Document; and Section, Schedule and Exhibit references contained in this Appendix or any Basic Document are references to Sections, Schedules and Exhibits in or to this Appendix or such Basic Document unless otherwise specified. The word "or" is not exclusive.

C. Use of "related" as used in this Appendix and the Basic Documents, with respect to any Payment Date, the "related Payment Determination Date," the "related Collection Period," and the "related Record Date" will mean the Payment Determination Date, the Collection Period, and the Record Date, respectively, immediately preceding such Payment Date. With respect to the Divestiture Date, the "related Cutoff Date" will mean the Cutoff Date established for the closing of the transfer of Assets on the Divestiture Date.

D. Amendments. Any agreement or instrument defined or referred to in the Basic Documents or in any instrument or certificate delivered in connection herewith shall mean such agreement or instrument as from time to time amended, modified or supplemented and includes references to all attachments thereto and instruments incorporated therein.

E. Number and Gender. Each defined term used in this Appendix or the Basic Documents has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Appendix or the Basic Documents has a comparable meaning whether used in a masculine, feminine or gender-neutral form.

F. Including. Whenever the term "including" (whether or not that term is followed by the phrase "but not limited to" or "without limitation" or words of similar effect) is used in this Appendix or the Basic Documents in connection with a listing of items within a particular classification, that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or exclusive listing of, the items within that classification.

G. UCC References. Terms used herein that are defined in the New York Uniform Commercial Code, as amended, and not otherwise defined herein shall have the meanings set forth in the New York Uniform Commercial Code, as amended, unless the context requires otherwise. Any reference herein to a "beneficial interest" in a security also shall mean, unless the context requires otherwise, a security entitlement with respect to such security, and any reference herein to a "beneficial owner" or "beneficial holder" of a security also shall mean, unless the context requires otherwise, the holder of a security entitlement with respect to such security. Any reference herein to money or other property that is to be deposited in or is on deposit in a securities account shall also mean that such money or other property is to be credited to, or is credited to, such securities account.

Exhibit 4.31

Date 30 January 2017

DIVERSIFIED GAS & OIL PLC

- and -

RUSTY HUTSON

SERVICE AGREEMENT

WATSON FARLEY
&
WILLIAMS

INDEX

Service Agreement

THIS AGREEMENT is made on 30 January 2017

BETWEEN:

(1) **DIVERSIFIED GAS & OIL PLC,** a public limited company incorporated under the laws of England and Wales with registered number 09156132 whose registered office is at 15 Appold Street, London, EC2A 2HB (the **"Company"**); and

(2) **RUSTY HUTSON** of 251 Stonegate Dr., Birmingham, AL 35242 (the **"Executive"**).

IT IS AGREED as follows:

1 DEFINITIONS

1.1 In this Agreement, unless the context otherwise expressly requires, the following expressions shall have the following meanings:

"Accrued Obligations" are as defined in Clause 18.2 of this Agreement;

"Admission" means admission of the Company to trading on AIM;

"Agreement" means this agreement;

"AIM" means the AIM market of London Stock Exchange pie;

"AIM Rules" means the AIM rules for companies published by London Stock Exchange pie;

"Board" means the board of directors of the Company or any duly authorised committee of the Company;

"Commencement Date" means the date of Admission;

"DG&O Corporation" means Diversified Gas & Oil Corporation, a Delaware corporation.

"Director" means any person occupying the position of director, by whatever name called as defined in section 250 of the Companies Act 2006;

"Employment" means the employment established by this Agreement;

"Group" means the Group Companies collectively;

"Group Company" means the Company, DG&O Corporation and any company or entity which is from time to time a direct or indirect subsidiary of the Company, DG&O Corporation or any holding company of the Company or a subsidiary of such holding company;

"Holding Company" and **"Subsidiary"** shall have the respective meanings ascribed to such expressions by section 1159 of the Companies Act 2006;

"Holiday Year" means the period of twelve consecutive calendar months commencing on 1 January in each year;

"Immigration Employment Document" means an immigration employment document approved by the UK Border Agency which confirms the Executive's legal position in relation to immigration controls, for example a visa, and any applicable documentation required in any other jurisdiction, including the United States, required for the Group to comply and establish compliance with applicable immigration laws; and

"Intellectual Property Rights" means rights in ideas, know how, confidential information, inventions, processes, products, patents, designs, trademarks, database rights or copyright work or any right to prevent reproduction whether or not any of these is registered and including applications for any such right, matter or thing or registration thereof and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.

1.2 The headings in this Agreement are for convenience only and are not to be used as an aid to construction of this Agreement.

1.3 In this Agreement words importing the singular include the plural and vice versa and words importing a gender include every gender.

1.4 Reference to provisions of statutes, rules or regulations shall be deemed to include references to such provisions as amended, modified or re-enacted from time to time.

2 APPOINTMENT

2.1 The Company appoints the Executive and the Executive agrees to serve the Company as Chief Executive Officer, or in such other capacity as the Board may reasonably require. This title is not a job description and may be changed from time to time. In accordance with Clause 4, the Executive also agrees to act as the Chief Executive Officer of DG&O Corporation for such time as the Board may reasonably require.

2.2 The Executive warrants to the Company that by entering into this Agreement he will not be in breach of his existing or any former terms of employment, whether express or implied, or of any other obligation, arrangement, order or contract binding on the Executive.

2.3 The Executive warrants that he knows of no circumstances which may result in proceedings being brought against him by the Financial Conduct Authority, under the provisions of the Financial Services Act 2012 or any similar regulatory authority, whether in the UK or otherwise and that no such proceedings have been threatened or commenced against him.

3 PERIOD OF APPOINTMENT

3.1 Subject to the wider terms and conditions of this Agreement, the Company hereby agrees to employ the Executive, and the Executive hereby agrees to be employed by the Company for an initial fixed term of twelve (12) months commencing on the Commencement Date, unless earlier terminated in accordance with the terms hereof (the **"Initial Employment Period"**). The Employment shall continue thereafter unless or until terminated by either party giving the other not less than six (6) months' notice of termination.

3.2 It is acknowledged that immediately prior to the Commencement Date, the Executive was employed by DG&O Corporation from 1 September 2001. This Agreement is in substitution of any previous contract of service or for services between the Executive and DG&O Corporation or any Group Company, which shall be deemed to have been terminated by mutual consent with effect from the Commencement Date (the date of Admission).

4 DUTIES OF EXECUTIVE

4.1 The Executive shall be a director of the Company and, subject always to the directions of the Board, shall carry out such duties in relation to such Group Companies as the Board may from time to time require. The Executive shall, at the request of the Board, and without additional remuneration, act as an officer, member of the board of directors, manager or employee of any Group Company and carry out such duties, and the duties attendant on any such appointment, as if they were duties to be performed by him on behalf of the Company. For the avoidance of doubt, this shall include acting as the Chief Executive Officer of DG&O Corporation for such time as the Board may require.

4.2 The Executive shall perform diligently such duties and exercise such powers consistent with his employment under this Agreement as may from time to time be assigned to or vested in him and shall obey the reasonable and lawful directions of the Board.

4.3 The Executive shall exercise his duties at all times in accordance with his obligations under the Companies Act 2006.

4.4 The Executive shall owe fiduciary duties to any Group Company of which he acts or may act as a director. Such duties shall include, but shall not be limited to, duties of loyalty and good faith and duties to act in the best interests of such Group Company and not to put himself in a position where his interests conflict with those of such Group Company or the Group as a whole.

4.5 The Executive shall at all times use all reasonable endeavours to promote the interests and welfare and maintain the goodwill of the Company and any other Group Company and use all reasonable endeavours to prevent there being anything done which may be prejudicial or detrimental to the Company or any Group Company.

4.6 The Executive shall owe a duty to act honestly in respect of his dealings with the Company and the Group and must not make any secret profit from the Employment or any offices held pursuant to the Employment. Without prejudice to his duties under Clause 4.7 below the Executive shall, as soon as any such interest or conflict situation is apparent, be obliged to disclose to the Board:-

(a) any interest in any trade, business or occupation whatsoever which is in any way similar to any of those in which the Company or any company in the Group is involved;

(b) any interest in any trade or business carried on by any supplier or customer of the Company or any company in the Group whether or not such trade, business or occupation may be conducted for profit or gain; and

(c) any other situation, without limitation, where the interests of the Executive conflict or would potentially conflict with those of the Company.

In the event of a disclosure by the Executive under this Clause 4.6 the Executive hereby agrees to relinquish any such interests forthwith at the request of the Company and/or to act in accordance with any instructions from the Company to resolve any conflict.

4.7 During the Employment the Executive shall not at any time without the prior consent of the Company (not to be unreasonably withheld or delayed), subject to Clause 4.8 below, either solely or jointly or in partnership or association with or as a director, manager, consultant, agent, employee or representative of or for any other person, firm, corporation or other undertaking, be directly or indirectly engaged or concerned or interested in any other business whether or not such business is wholly or partly in competition with any business carried on by the Company or any company in the Group.

4.8 Clause 4.7 shall not preclude the Executive from holding any shares or loan capital (not exceeding 1 per cent. of the shares or loan capital of any class) in any company whose shares are listed or dealt in on a Recognised Investment Exchange as that term is defined in the Financial Services Act 2012 provided always that if such company is a direct business competitor of the Company or any company in the Group, the Executive shall obtain the prior consent of the Board to the acquisition, disposal or variation of such shares or loan capital.

4.9 The Executive shall keep the Board, or any other persons as it may nominate, promptly and fully informed (in writing if so requested) of his conduct of the business or affairs of the Company and its Group Companies and provide such further explanations as the Board may require. The Executive shall make clear written records of all Company transactions in respect of which he is directly involved and comply with all policies and procedures of the Company relating to the conduct of the Company's and Group's business.

4.10 The Executive shall use his best endeavours to comply with (to the extent that they are applicable to his duties): (a) every rule of law; (b) every regulation of the London Stock Exchange, AIM (including but not limited to the AIM Rules), any other Recognised Investment Exchange as defined in the Financial Services Act 2012 and any applicable securities and exchange laws, rules and regulations in the United States and any other applicable jurisdictions; (c) every rule or regulation of any competent regulatory authority; and (d) every regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any other member of the Group.

4.11 It is the policy of the Company to comply so far as practicable in the light of the Company's status as an AIM Company with (a) the Corporate Governance Code for Small and Mid-Sized Companies (and associated guidelines) published by the Quoted Company's Alliance (the **"QCA Code"**); and (b) any other published guidelines regarding corporate governance which the Board considers relevant or appropriate. The Executive shall be expected to assist in such compliance. Copies of the Code are available from the Company.

4.12 The Executive shall comply at all times with the share dealing restrictions and disclosure requirements of the EU Market Abuse Regulations (596/2014) **("MAR").** The Executive will be obliged at all times to comply both with the technical requirements and with the spirit of the share dealing code adopted by the Company in relation to dealing in the Company's publicly traded or quoted securities (the **"Code"**) and any other such code as the Company may adopt from time to time which sets out the terms for dealings by directors in the Company's publically traded or quoted securities. The Code is separate from the insider dealing provisions contained in Part V of the Criminal Justice Act 1993 and from the market abuse provisions contained in MAR as amended from time to time and the Executive may not at any time enter into any transaction or make any statement which contravenes those Acts irrespective of whether this should also breach the Code; and

4.13 The Executive shall comply at all times with the terms of the Financial Conduct Authority's Disclosure Rules and Transparency Rules with regard to disclosure of transactions in the Company's shares.

4.14 The Executive shall immediately disclose to the Company any breach of his obligations under this Agreement. The Executive shall as soon as reasonably practicable disclose any breach of any obligation owed by any employee of the Company or any Group Company, to the extent that it is within the Executive's knowledge.

4.15 The Executive agrees to comply with the Company's articles of association, all applicable laws relating to the Executive's Employment and role as a Director and will endeavour to comply, so far as is practicable given the size, stage of development and board composition of the Company, with the highest standards of corporate governance and the UK Corporate Governance Code as published or amended from time to time. The Executive agrees to comply so far as practicable in the light of the Company's status as an AIM listed Company with the QCA Code and any other published guidelines regarding corporate governance which the Board considers relevant or appropriate.

4.16 The Executive shall:

(a) comply with all applicable laws, regulations, codes, policies and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and all similar laws, regulations, codes, policies and sanctions applicable in the United States and any other applicable jurisdictions;

(b) not engage in any activity, practice or conduct which would constitute an offence under the anti-bribery and anti-corruption law of any relevant country or jurisdiction thereof and sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK or abroad;

(c) comply with the Company's anti-bribery and anti-corruption policies in each case as the Company may implement and/or update from time to time;

(d) immediately notify the Company if a foreign public official becomes his employee (and the Executive warrants that he has no foreign public officials as employees at the date of this Agreement); and

(e) ensure that all persons associated with him or other persons who are performing services or providing goods in connection with this Agreement comply with this Clause 4.16.

Breach of the provisions of this Clause 4.16 shall constitute a fundamental breach of the Executive's obligations under this Agreement for the purposes of Clause 18.1 (Termination for Cause) below.

4.17 The Executive shall not knowingly make any adverse or misleading public statement whether written or oral or otherwise relating to the affairs of the Company or any Group Company nor shall he write any article or make any comment on any matter concerning the business of the Company or any Group Company without the prior consent of the Board or the Company's Chief Executive Officer.

4.18 The Executive's initial primary place of employment shall be the Group's premises at Birmingham, Alabama. The Executive agrees that the Company may change the Executive's place of work, provided that, if this requires the Executive to relocate, reasonable relocation expenses are paid by the Company. In addition, the Executive may be required to travel and work on the business of the Company both inside and outside the United States and the United Kingdom.

5 INTELLECTUAL PROPERTY

5.1 All Intellectual Property Rights devised, developed or created by the Executive during the period of his employment with the Company or any member of the Group and relating to the business of the Company and/or the Group shall belong to, and be the absolute property of the Company or such other member of the Group as the Company may nominate. To the extent that such Intellectual Property Rights are not otherwise vested in the Company, the Executive hereby assigns the same to the Company, together with all related past and future rights to action.

5.2 It shall be part of the normal duties of the Executive to consider in what manner and by what new methods or devices, products, services, processes, equipment or systems of the Company and each Group Company might be improved, and promptly to give to the Board full details of any invention, discovery, design, improvement or other matter or work whatsoever in relation thereto which the Executive may from time to time make or discover during the course of the Executive's employment with the Company, and to further the interests of the Company in relation to the same.

5.3 The Executive shall at the request and cost of the Company do all things necessary or desirable and execute all and any documents required to give the Company, or such other member of the Group as the Company may nominate, title to the Intellectual Property Rights vested or assigned under Clause 5.1. The obligation contained in this Clause 5.3 shall continue to apply after the termination of the Executive's employment with the Company without limit in point of time. In addition, by entering into this Agreement the Executive irrevocably appoints the Company to act upon his behalf to execute any document and do anything in the name of the Executive for the purpose of giving the Company or its nominee the full benefit of this Clause 5 or the Company's entitlement under statute.

5.4 The Company may edit, copy, add to, take from, adapt, alter and translate the product of the Executive's services in exercising the rights vested or assigned under Clause 5.1.

5.5 To the full extent permitted by law, the Executive irrevocably and unconditionally waives any moral rights the Executive may otherwise have under sections 77 to 85 inclusive of the Copyright Designs and Patents Act 1988 and any equivalent provisions of law anywhere in the world, including the United States and any state thereof, in relation to the rights referred to at Clause 5.1.

5.6 The Executive must not knowingly do or omit to do anything which will or may have the result of preventing the Company from enjoying the full benefits of ownership of the Intellectual Property Rights vested or assigned under Clause 5.1.

5.7 The Executive must not at any time make use of the Company's property or documents or materials in which the Company owns the Intellectual Property Rights for any purpose which has not been authorised by the Company.

5.8 Each of the provisions of this Clause 5 is distinct and severable from the others and if at any time one or more of such provisions is or becomes invalid, unlawful or unenforceable (whether wholly or to any extent), the validity, lawfulness and enforceability of the remaining provisions (or the same provision to any other extent) of this Clause 5 shall not in any way be affected or impaired.

6 CONFIDENTIALITY

6.1 During the course of the Employment, the Executive will have access to and become aware of information which is confidential to the Company. Without prejudice to his common law duties, the Executive undertakes that he will not, save in the proper performance of his duties, make use of, or disclose to any person, (including for the avoidance of doubt any competitors of the Company), any of the trade secrets or other confidential information of or relating to the Company, and/or any user of the Company's services and/or to any company, organisation or business with which the Company is involved in any kind of business venture or partnership, or any other information concerning the business of the Company which he may have received or obtained in confidence while in the service of the Company. The Executive will use his best endeavours to prevent the unauthorised publication or disclosure of any such trade secrets or confidential information.

6.2 This restriction shall continue to apply after the termination of the Executive's employment without limit in point of time but, both during the Executive's employment and after its termination, shall cease to apply to information ordered to be disclosed by a court or tribunal of competent jurisdiction or otherwise required to be disclosed by law or to information which becomes available to the public generally (other than by reason of the Executive breaching this Clause 6). Nothing in this Clause 6 will prevent the Executive making a "protected disclosure" within the meaning of the Public Interest Disclosure Act 1998 or any other similarly applicable law in any other jurisdiction.

6.3 For the purposes of this Agreement confidential information shall include, but shall not be limited to:-

(a) the Company's corporate and marketing strategy and plans, and business development plans;

(b) budgets, management accounts, bank account details and other confidential financial data of the Company;

(c) business sales and marketing methods, confidential techniques and processes used for development of the Company's products and services;

(d) details of products and services being developed by the Company, including research and development reports, confidential aspects of the Company's computer technology and systems, confidential algorithms developed or used by the Company, confidential information relating to proprietary computer hardware or software (including updates) not generally known to the public and details of IP solutions to accompany the Company's products;

(e) confidential methods and processes, information relating to the running of the Company's business which is not in the public domain, including details of salaries, bonuses, commissions and other employment terms applicable within the Company;

(f) the names, addresses and contact details of any customers or prospective customers of the Company including customer lists in whatever medium this information is stored and the requirements of those customers or the potential requirements of prospective customers for any of the Company's products or services. Without prejudice to the foregoing, this includes personal information provided to the Company by visitors to and users of any of its websites;

(g) the terms on which the Company does business with its advertisers, customers and suppliers, including any pricing policy adopted by the Company and the terms of any partnership, joint venture or other form of commercial co-operation or agreement the Company enters into with any third party;

(h) software and technical information necessary for the development, maintenance or operation of any of the Company's websites and the source code of each website; and

(i) any other information in respect of which the Company is bound by an obligation of confidence owed to a third party, in particular the content of discussions or communications with any prospective customers or prospective business partners.

6.4 The Executive also agrees that he will not, during the course of the employment or at any time thereafter either make or publish, or cause to be made or published, to anyone in any circumstances any statement (whether of fact, belief or opinion) which directly or indirectly disparages, is harmful to or damages the reputation or standing of the Company or any Group Company or any of its directors, officers, employees, agents or shareholders.

6.5 In this Clause 6, any reference to "Company" includes any "Group Company" as defined in Clause 1.1 and the Executive's undertaking to the Company in Clause 6.1 is given to the Company for itself and as trustee for each Group Company.

6.6 The provisions of this Clause 6 shall be without prejudice to the Executive's duties at common law.

7 EMAIL AND INTERNET

7.1 The Executive must comply with any email and internet policy operated by the Company from time to time.

8 DATA PROTECTION

8.1 In order to keep and maintain records relating to the Employment it shall be necessary for the Company to record, keep and process personal data (including sensitive personal data) relating to the Executive. This data may be recorded, kept and processed on computer and in hard copy form. To the extent that it is reasonably necessary in connection with the Employment and the performance of the Company's responsibilities as an employer, the Company may be required to disclose this data to others, including other employees of the Company, Group Companies, the Company's professional advisers, Her Majesty's Revenue and Customs, the Internal Revenue Service of the United States and other authorities. The Executive consents to the recording, processing, use and disclosure by the Company of personal data relating to the Executive as set out above. This does not affect the Executive's rights as a data subject or the Company's obligations and responsibilities under the Data Protection Act 1984 and/or the Data Protection Act 1998.

8.2 The Executive acknowledges that for the purposes of the Company's administration the Company processes certain personal information concerning the Executive. By signing this Agreement, the Executive consents to this processing, disclosure and transfer of his personal data both within and outside the European Economic Area for the purpose of obtaining and/or carrying out work for customers or for the purpose of any sale and/or potential sale of shares in the Company or any Group Company or for the purpose of any potential transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006. For the purposes of this Clause 8 disclosure includes disclosing information to potential purchasers, investors and their advisers or to customers or potential customers.

8.3 The Executive gives his consent to the processing of data for the purposes of diversity monitoring.

8.4 The Executive acknowledges that he will have access to personal and sensitive data relating to other employees of the Company and agrees to comply with the Company's policies regarding data protection at all times.

8.5 The Executive acknowledges that any of the data referred to in this Clause 8 may be transferred to the Company's or any Group Company's offices outside the European Economic Area from time to time.

9 DELIVERY UP OF THE COMPANY'S PROPERTY

9.1 The Executive shall not, except in the proper performance of his duties, or with the Company's permission, remove any property belonging or relating to the Company or any Group Company from the Company's or Group Company's premises, or make any copies of documents or records relating to the Company's or any Group Company's affairs.

9.2 Upon the Company's request at any time, and in any event on the termination of the Employment, the Executive shall:

(i) immediately deliver up to the Company or its authorised representative all books, documents, papers (including copies and extracts), IT back-up data, records, tapes, discs, CD ROMs, data keys, PDAs, scanners, mobile telephones, RSA secured tokens, credit cards, keys or other property of or relating to the Company's business including any Company computer of whatever type in the Executive's possession.

(ii) confirm in writing, if requested by the Company, that he has not retained and shall not retain any copies of the items referred to above and has complied with all his obligations under this Clause 9.

(iii) where applicable inform the Company of all passwords and other codes used by the Executive to access any part of the Company's computer system (or that of any Group Company); and

(iv) delete from any hard disc and/or other personal storage media (including cloud storage) used by the Executive on a computer of whatever type at his home, or at any location other than the Company's premises, or those of any Group Company, any data which relates in any way to the Company, Group Company, or to any officer, employee, customer, supplier or shareholder of the Company or any Group Company.

9.3 If the Executive has any information relating to the Company or the Group or work he has carried out for the Company or any Group Company which is stored on a computer of whatever type, whether or not the computer is owned by the Company or a Group Company, and/or which is stored in any other form of personal storage media (including cloud storage), the Company shall be entitled to download the information and/or supervise its deletion from the computer or other storage media concerned.

10 REMUNERATION AND DEDUCTIONS

10.1 The Executive shall receive during the continuance of the Employment a salary at the rate of US$300,000 per annum, or such higher rate as may be agreed in writing. Such salary is to accrue on a day-to-day basis payable (and shall be subject to withholding and other deductions for tax and social security contributions and any other applicable withholding and deductions under all applicable laws) in accordance with the Company's normal payroll practices. Such salary shall include any sums receivable as Director's fees or other remunerations from any Group Company. The undertaking of a salary review does not confer a contractual right (whether express or implied) to any increase in salary. An increase in salary one year will not guarantee an increase in salary in any subsequent year or years. For avoidance of doubt, the Executive confirms that any compensation and benefits to which he is entitled under this Agreement or otherwise received from the Group are subject to any and all applicable withholding and deductions for tax and social security contributions and any other applicable withholdings and deductions under all applicable laws.

10.2 Payment of salary to the Executive may be made either by the Company or by another Group Company and, if by more than one company, in such proportion as the Board may from time to time decide. All payments hereunder shall otherwise be made in accordance with the policies of the Group Company making such payment applicable to other employees of the Company generally.

10.3 The Executive agrees as a term of the Employment with the Company that the Company will be entitled at any time during the Employment or in any event on the termination of the Employment to deduct from his actual total compensation any monies due from him to the Company including but not limited to:

(a) any debt or advance owed by the Executive to the Company;

(b) any deduction relating to holiday taken in excess of entitlements;

(c) any deduction in respect of contributions toward benefits provided to the Executive by the Company;

(d) any other money owed by the Executive to the Company; and

(e) any other amounts required by applicable tax and other laws in all applicable jurisdictions.

11 EXPENSES AND OTHER ARRANGEMENTS

11.1 The Company shall refund the Executive all reasonable expenses wholly and exclusively incurred by him in the proper performance of the Company's or the Group's business provided that the Executive produces to the Company such evidence of actual payment as the Company reasonably requires. Any credit card or similar facility supplied to the Executive by the Company shall be used solely for expenses incurred by him in the course of the Employment.

11.2 The Company reserves the right in its sole discretion not to reimburse expenses incurred within 30 days of the Executive giving notice to resign or terminate the Employment, unless authorised in advance by the Company.

11.3 For the duration of his Employment, the Company shall provide the Executive with an office at his normal place of work, a personal computer for business use, and such other equipment or resources as are reasonably necessary to enable to the Executive to carry out his duties pursuant to this Agreement.

12 CAR ALLOWANCE

12.1 Whilst the Executive remains employed by the Company, he will be eligible for a car allowance of US$1000 per month for up to the first 24 months of his Employment pursuant to this Agreement. The car allowance shall be subject to withholdings and deductions for tax and social security contributions and any other applicable withholdings and deductions under all applicable laws.

13 WORKING HOURS, HOLIDAYS AND VACATION

13.1 The Company's usual business hours are Monday to Friday, 8.00 am to 5.00 pm (US Central Standard Time or Eastern Time, as applicable based upon the Executive's location, when working in the US), although the Company reserves the right to vary these start and finish times according to business needs.

13.2 The Executive shall devote the whole of his time, attention and abilities to his duties hereunder during the Company's usual business hours and such additional hours as may from time to time be reasonably necessary for the proper performance of his duties. This may include working in the evenings outside normal office hours, at weekends or on public holidays. The Executive shall not be entitled to receive any additional remuneration for work outside the Company's usual business hours.

13.3 The Executive shall be entitled to paid public holidays recognized by the Group applicable to employees of the Group located in the United States generally and to paid vacation in accordance with the policies of the Group applicable to other employees of the Company located in the United States generally, but not more than twenty (20) days of paid vacation. Any vacation shall be taken at such reasonable time or times as the Board may approve and the Executive shall use reasonable efforts to schedule vacation at times that does not cause unnecessary disruption to the Group's operations. Vacation may only be taken during the notice period if either the Company so requires or the Board has approved the holiday after notice has been served.

13.4 Vacation entitlement shall accrue pro rata during each Holiday Year. Any entitlement to vacation remaining at the end of any Holiday Year may not be carried forward to the next succeeding Holiday Year.

13.5 If the Executive has vacation entitlement accrued but not taken, the Company may, in its sole discretion, require him to take some or all of his vacation entitlement during his notice period or pay him a sum in lieu of accrued holiday on termination. If, on the termination of the Employment, the Executive has exceeded his accrued holiday entitlement, the Company reserves the right to deduct the cost of such excess from any sums due to the Executive from the Company. A day's holiday pay for these purposes shall be 1/260 of the Executive's annual basic salary at the relevant time.

13.6 The Company may require the Executive to take holidays at a certain time and for a specified period of time if, for example, regulatory reasons or local business reasons make this advisable.

14 BENEFITS

14.1 Subject to each arrangement's eligibility requirements, Executive shall be entitled to participate in all employee benefit plans, programs, practices or arrangements of the Company in which other employees of the Company located in the United States are eligible to participate from time to time, including, without limitation, any qualified or non-qualified pension, profit sharing and savings plans, any death benefit and disability benefit plans, and any medical, dental, health and welfare insurance plans.

14.2 Any payments made under the schemes or plans referred to in Clause 14.1 shall cease upon the termination of the Executive's Employment for whatever reason. The provision of any insurance scheme does not in any way prevent the Company from lawfully terminating the Employment in accordance with the provisions of this Agreement, even if to do so would deprive the Executive of membership of, or cover under any such insurance scheme and even if the Executive is still in receipt of benefits under the provisions of any such scheme or plan at the date of termination of the Employment.

14.3 The Company shall maintain for the Executive Directors' and Officers' insurance in respect of those liabilities which he may incur as a director or officer of the Company or any other Group Company for which such insurance is normally available to the Company in respect of its directors.

14.4 The Company reserves the right to terminate its participation in the schemes or plans referred to in this Clause 14 or to substitute other schemes or plans or to alter the benefits available under any scheme or plan. In the event of reduction or discontinuance of any scheme or plan provided for in this Clause 14 or any of such scheme benefits or plan benefits, the Company shall be under no obligation to replace the same with identical or similar such benefits. For the avoidance doubt, this Clause 14.4 shall be without prejudice to the Executive's entitlement to benefits otherwise expressly provided for by this Agreement.

15 ILL-HEALTH OR INJURY

15.1 The Executive shall be entitled to ten 10 days of paid sick leave (based on base salary only) for the care of the Executive or other immediate family member per calendar year. If the Executive is absent from work on medical grounds, he is required to notify the Company by telephone on the first morning of his absence or as soon as reasonably practicable thereafter. If the absence continues the Executive is under a duty to keep the Company informed at least once a week of the current state of his health, the progress of any treatment being undertaken, and the likely date of return to work. If the Executive is absent from work for more than seven (7) consecutive days, he must submit to the Company a medical certificate signed by a practising medical practitioner. Thereafter, the Executive shall submit further medical certificates to cover the whole of his period of absence. Upon the Executive informing the Company that he is well enough to return to work, the Company reserves the right to require the Executive to produce a report from his own medical practitioner or an independent doctor nominated by the Company, whichever may be required by the Company, to certify the Executive's fitness to return. On his return to work the Executive shall, in any event, complete a self-certification sickness form.

15.2 Notwithstanding the wider provisions of this Agreement, in the event that the Executive is incapacitated by reason of ill health or accident from performing his duties hereunder for a period or periods exceeding 90 working days in any 12 month period then:

(a) the Company shall automatically become entitled to appoint a temporary successor to the Executive to perform all or any of the duties required to be performed by the Executive under the terms of this Agreement and the Executive's duties shall be amended temporarily accordingly; and

(b) the Employment of the Executive may be subject to termination by the Company giving to the Executive:

(i) not less than thirteen weeks' notice in writing; or

(ii) written notice that his Employment is being terminated with immediate effect and that he will be paid his ordinary salary in lieu of thirteen weeks' notice.

15.3 Where the Executive's employment terminates pursuant to Clause 15.2(b), he shall be entitled to be paid his Accrued Obligations in a lump sum within forty-five (45) days following the termination of his employment. Where the Company exercises its right to pay in lieu of notice, he shall be entitled to be paid in lieu of his thirteen week notice entitlement at the same time.

15.4 It is a condition of the Employment that the Executive consents to an examination by an independent doctor nominated by the Company or Company doctor if the Company doctor has not previously had care of the Executive should the Company so require.

15.5 This Clause 15 shall be subject to all applicable employment laws in force in the United States including but not limited to the Family Medical Leave Act, and American with Disabilities Act. In the event of a conflict between the terms of this Agreement and any applicable United States employment law, such law shall prevail.

16 DISCIPLINARY AND GRIEVANCE PROCEDURES

16.1 The Company's disciplinary and grievance procedures are available separately. They do not have contractual effect or otherwise form part of this Agreement.

17 UNDERTAKING

17.1 If an offer of employment or engagement is accepted by the Executive from any person, company or organisation, either during the continuance of the Employment or during the continuance in force of any of the restrictions contained in Clause 24, which, if accepted, would or might render the Executive in breach of any of the provisions of this Agreement, the Executive hereby agrees and undertakes that he will immediately provide a full and accurate copy of this Agreement to such person, company or organisation and that he will inform the Board of the identity of the person, company or organisation and provide such details of the offer of employment or engagement as are relevant to the restrictions in Clause 24.

18 TERMINATION FOR CAUSE

18.1 The Company may terminate Executive's employment at any time during the term of this Agreement for Cause (as hereinafter defined) effective immediately upon written notice to Executive. Such notice shall specify that a termination is being made for Cause and shall state the basis therefor. In such event, the Company shall have no further obligation under this Agreement from and after the effective date of termination, except for any provisions that expressly survive termination of employment, and the Company shall have all other rights and remedies available under this Agreement, at law or in equity.

18.2 If Executive's employment is terminated for Cause by the Company, Executive shall be entitled to receive payment of the sum of:

(a) Executive's ordinary salary through to the date of termination to the extent not previously paid; and

(b) pay in lieu of any accrued but untaken vacation to the date of termination to the extent not previously paid;

together, the "**Accrued Obligations**", which Accrued Obligations shall be paid to the Executive in a lump sum within forty-five (45) days following Executive's termination of employment.

18.3 For purposes of this Agreement, termination for "**Cause**" shall be defined as a determination by the Board that Executive:

(a) has been indicted for, convicted for, pleaded guilty to, or pleaded nolo contendre to a felony criminal offence (whether or not in connection with the performance by the Executive of his duties of employment with the Company;

(b) has misappropriated or embezzled any material funds or property of the Company, committed a material fraud with respect to the Company, or engaged in any material act or acts of dishonesty relating to his involvement with the Company that results or is intended to result in his direct or indirect personal gain or enrichment at the expense of the Company;

(c) has through willful misconduct or gross negligence engaged in an act or course of conduct that causes material injury to the Company;

(d) has willfully refused or willfully and consistently failed to perform Executive's obligations under this Agreement;

(e) is not devoting all of his working time and/or effort to the business and affairs of the Company and such failure to devote his full working time and/or effort is having a detrimental effect on Company's business, operations or financial condition, as determined in the reasonable discretion of the Board, in each case after written notice from the Board of such failure and such failure has not been cured within thirty (30) days after Executive's receipt of such notice;

(f) has knowingly and intentionally committed a material breach of any provision of this Agreement or of any policy adopted by the Board;

(g) has knowingly and intentionally violated any laws, rules or regulations of any governmental or regulatory body material to the business of the Company, has knowingly and intentionally breached his fiduciary duty, or knowingly and intentionally engaged in an act or course of conduct that causes material injury to the Company;

(h) has been disqualified from acting as a director, or is no longer eligible or legally able to act as a director under the laws of England and Wales or any other applicable law;

(i) is guilty of a breach of the requirements, rules or regulations as amended from time to time of the London Stock Exchange pie, the FCA, MAR and any directly applicable regulation made under that Regulation or any regulatory authorities relevant to the Company or any Group Company or any code of practice, policy or procedures manual issued by the Company (as amended from time to time) relating to dealing in the securities of the Company and any Group Company.

19 TERMINATION WITHOUT CAUSE

19.1 Upon expiry of the Initial Employment Period, the Company may terminate Executive's employment for any reason other than for Cause by giving contractual notice to the Executive. Then upon termination the Company shall, subject to the wider provisions of this Agreement, pay to the Executive the Accrued Obligations in a lump sum within forty five (45) days following Executive's termination of employment.

19.2 The Executive shall have no claim against the Company if this Agreement is terminated by reason of the liquidation of the Company for the purpose of reconstruction or amalgamation and the Executive is offered employment with any concern or undertaking resulting from such reconstruction or amalgamation on terms which are substantially the same as the terms of this Agreement.

19.3 On the termination of the Employment, howsoever arising, the Executive shall forthwith or at any time thereafter at the request of the Company, resign from all offices held by him in any company in the Group (including all directorships) together with any other offices or memberships held by him by virtue of the Employment. Should the Executive fail to resign within seven days of being so requested, the Company is irrevocably authorised to appoint some person as his attorney to sign upon his behalf any document or do anything necessary or requisite to give effect thereto.

19.4 On termination of the Employment however arising and whether lawfully or unlawfully the Executive shall not be entitled to any compensation for the loss of any shares or bonus to which he may otherwise be entitled pursuant to this Agreement or to any compensation for the loss of rights or benefits under any restricted stock agreement, share option, share scheme, bonus scheme, long-term incentive plan or other profit sharing scheme or similar arrangement operated by the Company or any Group Company in which he may participate.

19.5 The Executive shall not knowingly at any time during or after the termination of the Employment make any untrue or misleading statement in relation to the Company or the Group nor, in particular, after the termination of the Employment represent himself as being employed by or connected with the Group.

20 PAYMENT IN LIEU AND GARDEN LEAVE

20.1 The Company reserves the right in its absolute discretion to terminate the Employment at any time with immediate effect by giving written notice to the Executive that the Company is exercising its right to terminate the Employment with immediate effect and make a payment in lieu of the balance of the Initial Employment Period (if any) and the Executive's notice entitlement. The payment in lieu of notice shall be calculated by paying the Executive's ordinary salary in lieu of notice. The Company shall not, under any circumstances, be obliged to make a payment in lieu of notice.

20.2 For the avoidance of doubt, where the Company exercises its right to make a payment in lieu of the balance of the Initial Employment Period (if any) and the Executive's notice entitlement, the Executive shall additionally be entitled to be paid for the Accrued Obligations.

20.3 If either party serves notice on the other to terminate the Employment, the Company may require the Executive to take "garden leave" for all or part of the remaining period of his employment. If the Executive is asked to take garden leave he:

(a) may not attend at his place of work or any other premises of the Company and/or any Group Company unless at the Company's written request;

(b) may not contact any clients, customers, suppliers or contacts of the Company without the Company's prior written permission;

(c) may be required not to carry out all or any of his normal day to day duties for the remaining period of the Employment or any part thereof;

(d) may be assigned to other duties or have powers vested in him withdrawn;

(e) must comply with his duty to deliver up Company property; and

(f) must remain contactable by telephone on a daily basis during any period of absence from work, and may not take holiday, save with the Company's prior written consent (such consent not to be unreasonably withheld).

20.4 The Company may also give the Executive notice to terminate his employment during the Initial Employment Period and place him on garden leave for the balance of the Initial Employment Period and his notice entitlement.

20.5 Where the Executive is placed on garden leave, he shall remain entitled to his ordinary contractual remuneration and benefits for the duration of his garden leave.

20.6 It is expressly agreed between the parties that, during any period of garden leave, the mutual duties of good faith and trust and confidence, and the Executive's duty of fidelity to the Company, shall continue during any period that the Executive is not required to attend work.

21 TERMINATION BY THE EXECUTIVE

21.1 Where, upon expiry of the Initial Employment Period, the Executive gives contractual notice to terminate his employment, he shall be entitled to be paid for the Accrued Obligations in a lump sum within forty five (45) days following termination of employment.

22 DEATH

22.1 The Executive's employment shall terminate immediately upon the death of the Executive and in such an event his personal representative or heirs shall be entitled to receive payment (only) of the Accrued Obligations in a lump sum within 45 days following termination of employment.

23 LITIGATION

23.1 The Executive agrees to provide the Company with such reasonable assistance as it may reasonably require in the conduct of any legal proceedings in which the Company or any Group Company is involved and/or in relation to any investigation of the operations or activities of the Company and/or any Group Company by any regulatory, judicial or fiscal body or authority in relation to which the Company reasonably believes that the Executive may be able to provide assistance, subject to the payment by the Company of the Executive's reasonable expenses incurred in providing such co-operation and the Company shall also compensate the Executive at reasonable rates for any loss of income he/she incurs as a result of providing such co-operation. The obligations of the Executive under this Clause shall continue to apply after the termination of the Executive's employment.

24 POST-TERMINATION RESTRICTIONS

24.1 Within this Clause the following words shall have the following meanings:

"**Competitive Business**" shall mean any business or activity similar to or in competition with that carried on by the Company or any other Company in the Group at the Termination Date in which the Executive shall have been directly concerned at any time in the Contact Period; "Contact Period" shall mean the 12 month period ending with the Termination Date; "Customer Connection" shall mean any person, firm, company or other organisation who:

(a) was at any time in the Contact Period a client or customer of the Company; or

(b) was at the Termination Date negotiating with the Company with a view to dealing with the Company as client or customer.

"**Skilled Employee**" shall mean any person who was:

(a) employed by the Company; or

(b) contracted to render services to the Company;

during the Contact Period and who was so engaged on the Termination Date and who could materially damage the interests of the Company or any Group Company if they were involved in any capacity with a Competitive Business;

"**Supplier**" shall mean any person, firm, company or other organisation supplying goods to the Company or negotiating with the Company at the Termination Date with a view to supplying goods to the Company, where alternative sources of supply on equivalent terms would not be generally available to the Company or where the interference with any such supplier may be anticipated to cause damage to the Company;

"**Termination Date**" shall mean the date of termination of the Executive's Employment under this Agreement; and

"**Territory**" shall mean the geographic areas in the United States, the United Kingdom and/or any other place in which any Company Group has a business location, owns oil and gas assets, conducts business and/or carries on business activities, and any area within 200 miles of any such geographic area or place of business of the Company.

24.2 The Executive shall not during the period of 12 months after the Termination Date, directly or indirectly, either on his own account or otherwise, canvass or solicit business in competition with the Company from any Customer Connection with whom the Executive shall have had material dealings in the Contact Period in the course of his Employment.

24.3 The Executive shall not during the period of 12 months after the Termination Date, either on his own account or otherwise, do business in competition with the Company with any Customer Connection with whom the Executive shall have had material dealings in the Contact Period in the course of his Employment.

24.4 The Executive will not during the period of 12 months after the Termination Date, in competition with the Company, either on his own account or otherwise, accept the supply of goods or directly or indirectly interfere with or seek to interfere with the continuance of the supply of goods to the Company from any Supplier with whom the Executive shall have had material dealings in the Contact Period in the course of his employment.

24.5 The Executive shall not, during the period of 12 months after the Termination Date, directly or indirectly, induce or seek to induce any Skilled Employee, with whom the Executive shall have had material dealings in the course of his duties hereunder in the Contact Period, to leave the Company's employment, whether or not this would be a breach of contract on the part of such employee or offer employment or an engagement to any such employee.

24.6 The Executive shall not, during the period of 12 months after the Termination Date employ or enter into partnership or association with or retain the services of any Skilled Employee for the purposes of any Competitive Business.

24.7 The Executive shall not, during the period of 12 months after the Termination Date, carry on or be interested in Competitive Business in competition with the Company in the Territory whether as principal, agent, director, partner, proprietor, employee or otherwise.

24.8 The period of time of the restrictions under this Clause 24 shall be reduced by the length of any period of garden leave the Executive may be required to take pursuant to this Agreement. In the event that the period of the restrictions is so reduced, the Contact Period shall mean the 12 month period ending with the date on which the Executive's garden leave commences.

24.9 The Executive agrees that he will, at the request of the Company, enter into a direct agreement or undertaking with any Group Company whereby he will accept restrictions corresponding to the restrictions contained in this Clause 24 (or such of them as may be appropriate in the circumstances) in relation to such products and services and such areas and for such period as such Group Company may reasonably require for the protection of its legitimate interests.

24.10 Each of the restrictions contained in this Clause 24 arc considered reasonable by the Company and the Executive as being no greater than is required for the protection of the goodwill of the business of the Company and the Group and are intended to be separate and severable. In the event that any of the said restrictions shall be held void, but would be valid if part of the wording thereof were deleted, such restriction shall apply with such deletion as may be necessary to make it valid and effective.

25 PREVIOUS CONTRACTS

25.1 This Agreement is in substitution for any previous contract of service or for services between any Group Company and the Executive which shall be deemed to have been terminated by mutual consent with effect from the Commencement Date (the date of Admission). The Executive agrees to execute any other documents reasonably requested to confirm and verify termination of any such prior agreements.

26 THIRD PARTIES

26.1 This Agreement is entered into by the Company for itself and as agent and trustee for each Group Company. Save for the parties to this Agreement and any Group Company, no person who is not a party to this Agreement shall have rights to enforce this Agreement.

27 NOTICES

27.1 Notices by either party must be in writing addressed:

(a) to the Company at its registered office for the time being or its US Corporate offices in Birmingham, Alabama; and

(b) to the Executive at his place of work or at the address set out in this Agreement or such other address as the Executive may from time to time have notified in writing to the Company for the purpose of this Clause.

27.2 Notices will be effectively served:

(a) on the day of receipt, where any hand-delivered letter or (in the case of the Company) a facsimile transmission is received on a business day before or during normal working hours;

(b) on the following business day, where any hand-delivered letter or (in the case of the Company) facsimile transmission is received either on a business day after normal working hours or on any other day;

(c) on the second business day following the day of posting from within the United Kingdom of any letter sent by first class prepaid mail; or

(d) on the fifth business day following the day of posting to an overseas address of any prepaid airmail letter.

28 INTERPRETATION

28.1 The headings in this Agreement are for convenience only and are not to be used as an aid to construction of this Agreement.

28.2 Reference to provisions of statutes, rules or regulations shall be deemed to include references to such provisions as amended, modified or re-enacted from time to time.

28.3 In this Agreement the masculine gender shall be deemed to include the feminine gender when appropriate.

28.4 It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction or arbitrator to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

29 VARIATION

29.1 No variation or agreed termination of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

30 COUNTERPARTS

30.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

30.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

31 GOVERNING LAW AND JURISDICTION

31.1 To the extent not pre-empted by federal law, this Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with laws of the State of Alabama and the parties hereby submit to the jurisdiction of the federal and state courts of or sitting in or having jurisdiction over Shelby County in the State of Alabama, and agree that any litigation in respect of this Agreement shall be subject to venue in any such court in the State of Alabama.

This Deed has been executed by or on behalf of the parties and has, on the date stated at the beginning of this Deed, been delivered as a Deed.

SIGNED AS A DEED)

on the date hereof)

by the Company)

acting by:)

/s/ M.K. Thomas
Director

SIGNED AS A DEED) B. Gray

on the date hereof)

by the Executive) by his lawful attorney

in the presence of:) M.K Thomas (Martin Thomas)

/s/ Richard Pyke
Richard Pyke
Solicitor
London EC2A 2HB

Exhibit 4.32

Date 30 January 2017

DIVERSIFIED GAS & OIL PLC

- and -

BRADLEY GRAY

SERVICE AGREEMENT

WATSON FARLEY
&
WILLIAMS

INDEX

Service Agreement

THIS AGREEMENT is made on 30 January 2017

BETWEEN:

(1) **DIVERSIFIED GAS & OIL PLC,** a public limited company incorporated under the laws of England and Wales with registered number 09156132 whose registered office is at 15 Appold Street, London, EC2A 2HB (the **"Company"**); and

(2) **BRADLEY GRAY** of 2637 Alta Glen Drive, Birmingham, Alabama 35243 (the **"Executive"**).

IT IS AGREED as follows:

1 DEFINITIONS

1.1 In this Agreement, unless the context otherwise expressly requires, the following expressions shall have the following meanings:

"Accrued Obligations" are as defined in Clause 19.2 of this Agreement;

"Additional Payment" is as defined in Clause 20.l(b)

"Admission" means admission of the Company to trading on AIM;

"Agreement" means this agreement;

"AIM" means the AIM market of London Stock Exchange plc;

"AIM Rules" means the AIM rules for companies published by London Stock Exchange plc;

"Board" means the board of directors of the Company or any duly authorised committee of the Company;

"Commencement Date" means the date of Admission;

"DG&O Corporation" means Diversified Gas & Oil Corporation, a Delaware corporation.

"Director" means any person occupying the position of director, by whatever name called as defined in section 250 of the Companies Act 2006;

"Employment" means the employment established by this Agreement;

"Group" means the Group Companies collectively;

"Group Company" means the Company, DG&O Corporation and any company or entity which is from time to time a direct or indirect subsidiary of the Company, DG& O Corporation or any holding company of the Company or a subsidiary of such holding company;

"Holding Company" and **"Subsidiary"** shall have the respective meanings ascribed to such expressions by section 1159 of the Companies Act 2006;

"Holiday Year" means the period of twelve consecutive calendar months commencing on 1 January in each year;

"Immigration Employment Document" means an immigration employment document approved by the UK Border Agency which confirms the Executive's legal position in relation to immigration controls, for example a visa, and any applicable documentation required in any other jurisdiction, including the United States, required for the Group to comply and establish compliance with applicable immigration laws; and

"Intellectual Property Rights" means rights in ideas, know how, confidential information, inventions, processes, products, patents, designs, trademarks, database rights or copyright work or any right to prevent reproduction whether or not any of these is registered and including applications for any such right, matter or thing or registration thereof and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.

1.2 The headings in this Agreement are for convenience only and are not to be used as an aid to construction of this Agreement.

1.3 In this Agreement words importing the singular include the plural and vice versa and words importing a gender include every gender.

1.4 Reference to provisions of statutes, rules or regulations shall be deemed to include references to such provisions as amended, modified or re-enacted from time to time.

2 APPOINTMENT

2.1 The Company appoints the Executive and the Executive agrees to serve the Company as Finance Director, or in such other capacity as the Board may reasonably require. This title is not a job description and may be changed from time to time. In accordance with Clause 4, the Executive also agrees to act as the Chief Operating Officer of DG&O Corporation for such time as the Board may reasonably require.

2.2 The Executive warrants to the Company that by entering into this Agreement he will not be in breach of his existing or any former terms of employment, whether express or implied, or of any other obligation, arrangement, order or contract binding on the Executive.

2.3 The Executive warrants that he knows of no circumstances which may result in proceedings being brought against him by the Financial Conduct Authority, under the provisions of the Financial Services Act 2012 or any similar regulatory authority, whether in the UK or otherwise and that no such proceedings have been threatened or commenced against him.

3 PERIOD OF APPOINTMENT

3.1 Subject to the wider terms and conditions of this Agreement, the Company hereby agrees to employ the Executive, and the Executive hereby agrees to be employed by the Company for an initial fixed term of twelve (12) months commencing on the Commencement Date, unless earlier terminated in accordance with the terms hereof (the **"Initial Employment Period"**). The Employment shall continue thereafter unless or until terminated by either party giving the other not less than six (6) months' notice of termination.

3.2 It is acknowledged that immediately prior to the Commencement Date, the Executive was employed by DG&O Corporation from 24 October 2016. This Agreement is in substitution of any previous contract of service or for services between the Executive and DG&O Corporation or any Group Company, which shall be deemed to have been terminated by mutual consent with effect from the Commencement Date (the date of Admission).

4 DUTIES OF EXECUTIVE

4.1 The Executive shall be a director of the Company and, subject always to the directions of the Board, shall carry out such duties in relation to such Group Companies as the Board may from time to time require. The Executive shall, at the request of the Board, and without additional remuneration, act as an officer, member of the board of directors, manager or employee of any Group Company and carry out such duties, and the duties attendant on any such appointment, as if they were duties to be performed by him on behalf of the Company. For the avoidance of doubt, this shall include acting as the Chief Operating Officer of DG&O Corporation for such time as the Board may require.

4.2 The Executive shall perform diligently such duties and exercise such powers consistent with his employment under this Agreement as may from time to time be assigned to or vested in him and shall obey the reasonable and lawful directions of the Board.

4.3 The Executive shall exercise his duties at all times in accordance with his obligations under the Companies Act 2006.

4.4 The Executive shall owe fiduciary duties to any Group Company of which he acts or may act as a director. Such duties shall include, but shall not be limited to, duties of loyalty and good faith and duties to act in the best interests of such Group Company and not to put himself in a position where his interests conflict with those of such Group Company or the Group as a whole.

4.5 The Executive shall at all times use all reasonable endeavours to promote the interests and welfare and maintain the goodwill of the Company and any other Group Company and use all reasonable endeavours to prevent there being anything done which may be prejudicial or detrimental to the Company or any Group Company.

4.6 The Executive shall owe a duty to act honestly in respect of his dealings with the Company and the Group and must not make any secret profit from the Employment or any offices held pursuant to the Employment. Without prejudice to his duties under Clause 4.7 below the Executive shall, as soon as any such interest or conflict situation is apparent, be obliged to disclose to the Board:-

(a) any interest in any trade, business or occupation whatsoever which is in any way similar to any of those in which the Company or any company in the Group is involved;

(b) any interest in any trade or business carried on by any supplier or customer of the Company or any company in the Group whether or not such trade, business or occupation may be conducted for profit or gain; and

(c) any other situation, without limitation, where the interests of the Executive conflict or would potentially conflict with those of the Company.

In the event of a disclosure by the Executive under this Clause 4.6 the Executive hereby agrees to relinquish any such interests forthwith at the request of the Company and/or to act in accordance with any instructions from the Company to resolve any conflict.

4.7 During the Employment the Executive shall not at any time without the prior consent of the Company (not to be unreasonably withheld or delayed), subject to Clause 4.8 below, either solely or jointly or in partnership or association with or as a director, manager, consultant, agent, employee or representative of or for any other person, firm, corporation or other undertaking, be directly or indirectly engaged or concerned or interested in any other business whether or not such business is wholly or partly in competition with any business carried on by the Company or any company in the Group.

4.8 Clause 4.7 shall not preclude the Executive from holding any shares or loan capital (not exceeding 1 per cent. of the shares or loan capital of any class) in any company whose shares are listed or dealt in on a Recognised Investment Exchange as that term is defined in the Financial Services Act 2012 provided always that if such company is a direct business competitor of the Company or any company in the Group, the Executive shall obtain the prior consent of the Board to the acquisition, disposal or variation of such shares or loan capital.

4.9 The Executive shall keep the Board, or any other persons as it may nominate, promptly and fully informed (in writing if so requested) of his conduct of the business or affairs of the Company and its Group Companies and provide such further explanations as the Board may require. The Executive shall make clear written records of all Company transactions in respect of which he is directly involved and comply with all policies and procedures of the Company relating to the conduct of the Company's and Group's business.

4.10 The Executive shall use his best endeavours to comply with (to the extent that they are applicable to his duties): (a) every rule of law; (b) every regulation of the London Stock Exchange, AIM (including but not limited to the AIM Rules), any other Recognised Investment Exchange as defined in the Financial Services Act 2012 and any applicable securities and exchange laws, rules and regulations in the United States and any other applicable jurisdictions; (c) every rule or regulation of any competent regulatory authority; and (d) every regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any other member of the Group.

4.11 It is the policy of the Company to comply so far as practicable in the light of the Company's status as an AIM Company with (a) the Corporate Governance Code for Small and Mid-Sized Companies (and associated guidelines) published by the Quoted Company's Alliance (the **"QCA Code"**); and (b) any other published guidelines regarding corporate governance which the Board considers relevant or appropriate. The Executive shall be expected to assist in such compliance. Copies of the Code are available from the Company.

4.12 The Executive shall comply at all times with the share dealing restrictions and disclosure requirements of the EU Market Abuse Regulations (596/2014) (**"MAR"**). The Executive will be obliged at all times to comply both with the technical requirements and with the spirit of the share dealing code adopted by the Company in relation to dealing in the Company's publicly traded or quoted securities (the **"Code"**) and any other such code as the Company may adopt from time to time which sets out the terms for dealings by directors in the Company's publically traded or quoted securities. The Code is separate from the insider dealing provisions contained in Part V of the Criminal Justice Act 1993 and from the market abuse provisions contained in MAR as amended from time to time and the Executive may not at any time enter into any transaction or make any statement which contravenes those Acts irrespective of whether this should also breach the Code; and

4.13 The Executive shall comply at all times with the terms of the Financial Conduct Authority's Disclosure Rules and Transparency Rules with regard to disclosure of transactions in the Company's shares.

4.14 The Executive shall immediately disclose to the Company any breach of his obligations under this Agreement. The Executive shall as soon as reasonably practicable disclose any breach of any obligation owed by any employee of the Company or any Group Company, to the extent that it is within the Executive's knowledge.

4.15 The Executive agrees to comply with the Company's articles of association, all applicable laws relating to the Executive's Employment and role as a Director and will endeavour to comply, so far as is practicable given the size, stage of development and board composition of the Company, with the highest standards of corporate governance and the UK Corporate Governance Code as published or amended from time to time. The Executive agrees to comply so far as practicable in the light of the Company's status as an AIM listed Company with the QCA Code and any other published guidelines regarding corporate governance which the Board considers relevant or appropriate.

4.16 The Executive shall:

(a) comply with all applicable laws, regulations, codes, policies and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and all similar laws, regulations, codes, policies and sanctions applicable in the United States and any other applicable jurisdictions;

(b) not engage in any activity, practice or conduct which would constitute an offence under the anti-bribery and anti-corruption law of any relevant country or jurisdiction thereof and sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK or abroad;

(c) comply with the Company's anti-bribery and anti-corruption policies in each case as the Company may implement and/or update from time to time;

(d) immediately notify the Company if a foreign public official becomes his employee (and the Executive warrants that he has no foreign public officials as employees at the date of this Agreement); and

(e) ensure that all persons associated with him or other persons who are performing services or providing goods in connection with this Agreement comply with this Clause 4.16.

Breach of the provisions of this Clause 4.16 shall constitute a fundamental breach of the Executive's obligations under this Agreement for the purposes of Clause 19.1 (Termination for Cause) below.

4.17 The Executive shall not knowingly make any adverse or misleading public statement whether written or oral or otherwise relating to the affairs of the Company or any Group Company nor shall he write any article or make any comment on any matter concerning the business of the Company or any Group Company without the prior consent of the Board or the Company's Chief Executive Officer.

4.18 The Executive's initial primary place of employment shall be the Group's premises at Birmingham, Alabama. The Executive agrees that the Company may change the Executive's place of work, provided that, if this requires the Executive to relocate, reasonable relocation expenses are paid by the Company. In addition, the Executive may be required to travel and work on the business of the Company both inside and outside the United States and the United Kingdom.

5 INTELLECTUAL PROPERTY

5.1 All Intellectual Property Rights devised, developed or created by the Executive during the period of his employment with the Company or any member of the Group and relating to the business of the Company and/or the Group shall belong to, and be the absolute property of the Company or such other member of the Group as the Company may nominate. To the extent that such Intellectual Property Rights are not otherwise vested in the Company, the Executive hereby assigns the same to the Company, together with all related past and future rights to action.

5.2 It shall be part of the normal duties of the Executive to consider in what manner and by what new methods or devices, products, services, processes, equipment or systems of the Company and each Group Company might be improved, and promptly to give to the Board full details of any invention, discovery, design, improvement or other matter or work whatsoever in relation thereto which the Executive may from time to time make or discover during the course of the Executive's employment with the Company, and to further the interests of the Company in relation to the same.

5.3 The Executive shall at the request and cost of the Company do all things necessary or desirable and execute all and any documents required to give the Company, or such other member of the Group as the Company may nominate, title to the Intellectual Property Rights vested or assigned under Clause 5.1. The obligation contained in this Clause 5.3 shall continue to apply after the termination of the Executive's employment with the Company without limit in point of time. In addition, by entering into this Agreement the Executive irrevocably appoints the Company to act upon his behalf to execute any document and do anything in the name of the Executive for the purpose of giving the Company or its nominee the full benefit of this Clause 5 or the Company's entitlement under statute.

5.4 The Company may edit, copy, add to, take from, adapt, alter and translate the product of the Executive's services in exercising the rights vested or assigned under Clause 5.1.

5.5 To the full extent permitted by law, the Executive irrevocably and unconditionally waives any moral rights the Executive may otherwise have under sections 77 to 85 inclusive of the Copyright Designs and Patents Act 1988 and any equivalent provisions of law anywhere in the world, including the United States and any state thereof, in relation to the rights referred to at Clause 5.1.

5.6 The Executive must not knowingly do or omit to do anything which will or may have the result of preventing the Company from enjoying the full benefits of ownership of the Intellectual Property Rights vested or assigned under Clause 5.1.

5.7 The Executive must not at any time make use of the Company's property or documents or materials in which the Company owns the Intellectual Property Rights for any purpose which has not been authorised by the Company.

5.8 Each of the provisions of this Clause 5 is distinct and severable from the others and if at any time one or more of such provisions is or becomes invalid, unlawful or unenforceable (whether wholly or to any extent), the validity, lawfulness and enforceability of the remaining provisions (or the same provision to any other extent) of this Clause 5 shall not in any way be affected or impaired.

6 CONFIDENTIALITY

6.1 During the course of the Employment, the Executive will have access to and become aware of information which is confidential to the Company. Without prejudice to his common law duties, the Executive undertakes that he will not, save in the proper performance of his duties, make use of, or disclose to any person, (including for the avoidance of doubt any competitors of the Company), any of the trade secrets or other confidential information of or relating to the Company, and/or any user of the Company's services and/or to any company, organisation or business with which the Company is involved in any kind of business venture or partnership, or any other information concerning the business of the Company which he may have received or obtained in confidence while in the service of the Company. The Executive will use his best endeavours to prevent the unauthorised publication or disclosure of any such trade secrets or confidential information.

6.2 This restriction shall continue to apply after the termination of the Executive's employment without limit in point of time but, both during the Executive's employment and after its termination, shall cease to apply to information ordered to be disclosed by a court or tribunal of competent jurisdiction or otherwise required to be disclosed by law or to information which becomes available to the public generally (other than by reason of the Executive breaching this Clause 6). Nothing in this Clause 6 will prevent the Executive making a "protected disclosure" within the meaning of the Public Interest Disclosure Act 1998 or any other similarly applicable law in any other jurisdiction.

6.3 For the purposes of this Agreement confidential information shall include, but shall not be limited to:-

(a) the Company's corporate and marketing strategy and plans, and business development plans;

(b) budgets, management accounts, bank account details and other confidential financial data of the Company;

(c) business sales and marketing methods, confidential techniques and processes used for development of the Company's products and services;

(d) details of products and services being developed by the Company, including research and development reports, confidential aspects of the Company's computer technology and systems, confidential algorithms developed or used by the Company, confidential information relating to proprietary computer hardware or software (including updates) not generally known to the public and details of IP solutions to accompany the Company's products;

(e) confidential methods and processes, information relating to the running of the Company's business which is not in the public domain, including details of salaries, bonuses, commissions and other employment terms applicable within the Company;

(f) the names, addresses and contact details of any customers or prospective customers of the Company including customer lists in whatever medium this information is stored and the requirements of those customers or the potential requirements of prospective customers for any of the Company's products or services. Without prejudice to the foregoing, this includes personal information provided to the Company by visitors to and users of any of its websites;

(g) the terms on which the Company does business with its advertisers, customers and suppliers, including any pricing policy adopted by the Company and the terms of any partnership, joint venture or other form of commercial co-operation or agreement the Company enters into with any third party;

(h) software and technical information necessary for the development, maintenance or operation of any of the Company's websites and the source code of each website; and

(i) any other information in respect of which the Company is bound by an obligation of confidence owed to a third party, in particular the content of discussions or communications with any prospective customers or prospective business partners.

6.4 The Executive also agrees that he will not, during the course of the employment or at any time thereafter either make or publish, or cause to be made or published, to anyone in any circumstances any statement (whether of fact, belief or opinion) which directly or indirectly disparages, is harmful to or damages the reputation or standing of the Company or any Group Company or any of its directors, officers, employees, agents or shareholders.

6.5 In this Clause 6, any reference to "Company" includes any "Group Company" as defined in Clause 1.1 and the Executive's undertaking to the Company in Clause 6.1 is given to the Company for itself and as trustee for each Group Company.

6.6 The provisions of this Clause 6 shall be without prejudice to the Executive's duties at common law.

7 EMAIL AND INTERNET

7.1 The Executive must comply with any email and internet policy operated by the Company from time to time.

8 DATA PROTECTION

8.1 In order to keep and maintain records relating to the Employment it shall be necessary for the Company to record, keep and process personal data (including sensitive personal data) relating to the Executive. This data may be recorded, kept and processed on computer and in hard copy form. To the extent that it is reasonably necessary in connection with the Employment and the performance of the Company's responsibilities as an employer, the Company may be required to disclose this data to others, including other employees of the Company, Group Companies, the Company's professional advisers, Her Majesty's Revenue and Customs, the Internal Revenue Service of the United States and other authorities. The Executive consents to the recording, processing, use and disclosure by the Company of personal data relating to the Executive as set out above. This does not affect the Executive's rights as a data subject or the Company's obligations and responsibilities under the Data Protection Act 1984 and/or the Data Protection Act 1998.

8.2 The Executive acknowledges that for the purposes of the Company's administration the Company processes certain personal information concerning the Executive. By signing this Agreement, the Executive consents to this processing, disclosure and transfer of his personal data both within and outside the European Economic Area for the purpose of obtaining and/or carrying out work for customers or for the purpose of any sale and/or potential sale of shares in the Company or any Group Company or for the purpose of any potential transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006. For the purposes of this Clause 8 disclosure includes disclosing information to potential purchasers, investors and their advisers or to customers or potential customers.

8.3 The Executive gives his consent to the processing of data for the purposes of diversity monitoring.

8.4 The Executive acknowledges that he will have access to personal and sensitive data relating to other employees of the Company and agrees to comply with the Company's policies regarding data protection at all times.

8.5 The Executive acknowledges that any of the data referred to in this Clause 8 may be transferred to the Company's or any Group Company's offices outside the European Economic Area from time to time.

9 DELIVERY UP OF THE COMPANY'S PROPERTY

9.1 The Executive shall not, except in the proper performance of his duties, or with the Company's permission, remove any property belonging or relating to the Company or any Group Company from the Company's or Group Company's premises, or make any copies of documents or records relating to the Company's or any Group Company's affairs.

9.2 Upon the Company's request at any time, and in any event on the termination of the Employment, the Executive shall:

(i) immediately deliver up to the Company or its authorised representative all books, documents, papers (including copies and extracts), IT back-up data, records, tapes, discs, CD ROMs, data keys, PDAs, scanners, mobile telephones, RSA secured tokens, credit cards, keys or other property of or relating to the Company's business including any Company computer of whatever type in the Executive's possession.

(ii) confirm in writing, if requested by the Company, that he has not retained and shall not retain any copies of the items referred to above and has complied with all his obligations under this Clause 9.

(iii) where applicable inform the Company of all passwords and other codes used by the Executive to access any part of the Company's computer system (or that of any Group Company); and

(iv) delete from any hard disc and/or other personal storage media (including cloud storage) used by the Executive on a computer of whatever type at his home, or at any location other than the Company's premises, or those of any Group Company, any data which relates in any way to the Company, Group Company, or to any officer, employee, customer, supplier or shareholder of the Company or any Group Company.

9.3 If the Executive has any information relating to the Company or the Group or work he has carried out for the Company or any Group Company which is stored on a computer of whatever type, whether or not the computer is owned by the Company or a Group Company, and/or which is stored in any other form of personal storage media (including cloud storage), the Company shall be entitled to download the information and/or supervise its deletion from the computer or other storage media concerned.

10 REMUNERATION AND DEDUCTIONS

10.1 The Executive shall receive during the continuance of the Employment a salary at the rate of US$275,000 per annum (or such higher rate as may be agreed in writing). Such salary is to accrue on a day-to-day basis payable (and shall be subject to withholding and other deductions for tax and social security contributions and any other applicable withholding and deductions under all applicable laws) in accordance with the Company's normal payroll practices. Such salary shall include any sums receivable as Director's fees or other remunerations from any Group Company. The undertaking of a salary review does not confer a contractual right (whether express or implied) to any increase in salary. An increase in salary one year will not guarantee an increase in salary in any subsequent year or years. For avoidance of doubt, the Executive confirms that any compensation and benefits to which he is entitled under this Agreement or otherwise received from the Group are subject to any and all applicable withholding and deductions for tax and social security contributions and any other applicable withholdings and deductions under all applicable laws.

10.2 Payment of salary to the Executive may be made either by the Company or by another Group Company and, if by more than one company, in such proportion as the Board may from time to time decide. All payments hereunder shall otherwise be made in accordance with the policies of the Group Company making such payment applicable to other employees of the Company generally.

10.3 The Executive agrees as a term of the Employment with the Company that the Company will be entitled at any time during the Employment or in any event on the termination of the Employment to deduct from his actual total compensation any monies due from him to the Company including but not limited to:

(a) any debt or advance owed by the Executive to the Company;

(b) any deduction relating to holiday taken in excess of entitlements;

(c) any deduction in respect of contributions toward benefits provided to the Executive by the Company;

(d) any other money owed by the Executive to the Company; and

(e) any other amounts required by applicable tax and other laws in all applicable jurisdictions.

11 EXPENSES AND OTHER ARRANGEMENTS

11.1 The Company shall refund the Executive all reasonable expenses wholly and exclusively incurred by him in the proper performance of the Company's or the Group's business provided that the Executive produces to the Company such evidence of actual payment as the Company reasonably requires. Any credit card or similar facility supplied to the Executive by the Company shall be used solely for expenses incurred by him in the course of the Employment.

11.2 The Company reserves the right in its sole discretion not to reimburse expenses incurred within 30 days of the Executive giving notice to resign or terminate the Employment, unless authorised in advance by the Company.

11.3 For the duration of his Employment, the Company shall provide the Executive with an office at his normal place of work, a personal computer for business use, and such other equipment or resources as are reasonably necessary to enable to the Executive to carry out his duties pursuant to this Agreement.

12 CAR ALLOWANCE

12.1 Whilst the Executive remains employed by the Company, he will be eligible for a car allowance of US$1000 per month for up to the first 24 months of his Employment pursuant to this Agreement. The car allowance shall be subject to withholdings and deductions for tax and social security contributions and any other applicable withholdings and deductions under all applicable laws.

13 WORKING HOURS, HOLIDAYS AND VACATION

13.1 The Company's usual business hours are Monday to Friday, 8.00 am to 5.00 pm (US Central Standard Time or Eastern Time, as applicable based upon the Executive's location, when working in the US), although the Company reserves the right to vary these start and finish times according to business needs.

13.2 The Executive shall devote the whole of his time, attention and abilities to his duties hereunder during the Company's usual business hours and such additional hours as may from time to time be reasonably necessary for the proper performance of his duties. This may include working in the evenings outside normal office hours, at weekends or on public holidays. The Executive shall not be entitled to receive any additional remuneration for work outside the Company's usual business hours.

13.3 The Executive shall be entitled to paid public holidays recognized by the Group applicable to employees of the Group located in the United States generally and to paid vacation in accordance with the policies of the Group applicable to other employees of the Company located in the United States generally, but not more than twenty (20) days of paid vacation. Any vacation shall be taken at such reasonable time or times as the Board may approve and the Executive shall use reasonable efforts to schedule vacation at times that does not cause unnecessary disruption to the Group's operations. Vacation may only be taken during the notice period if either the Company so requires or the Board has approved the holiday after notice has been served.

13.4 Vacation entitlement shall accrue pro rata during each Holiday Year. Any entitlement to vacation remaining at the end of any Holiday Year may not be carried forward to the next succeeding Holiday Year.

13.5 If the Executive has vacation entitlement accrued but not taken, the Company may, in its sole discretion, require him to take some or all of his vacation entitlement during his notice period or pay him a sum in lieu of accrued holiday on termination. If, on the termination of the Employment, the Executive has exceeded his accrued holiday entitlement, the Company reserves the right to deduct the cost of such excess from any sums due to the Executive from the Company. A day's holiday pay for these purposes shall be 1/260 of the Executive's annual basic salary at the relevant time.

13.6 The Company may require the Executive to take holidays at a certain time and for a specified period of time if, for example, regulatory reasons or local business reasons make this advisable.

14 BENEFITS

14.1 Subject to each arrangement's eligibility requirements, Executive shall be entitled to participate in all employee benefit plans, programs, practices or arrangements of the Company in which other employees of the Company located in the United States are eligible to participate from time to time, including, without limitation, any qualified or non-qualified pension, profit sharing and savings plans, any death benefit and disability benefit plans, and any medical, dental, health and welfare insurance plans.

14.2 Any payments made under the schemes or plans referred to in Clause 14.1 shall cease upon the termination of the Executive's Employment for whatever reason. The provision of any insurance scheme does not in any way prevent the Company from lawfully terminating the Employment in accordance with the provisions of this Agreement, even if to do so would deprive the Executive of membership of, or cover under any such insurance scheme and even if the Executive is still in receipt of benefits under the provisions of any such scheme or plan at the date of termination of the Employment.

14.3 The Company shall maintain for the Executive Directors' and Officers' insurance in respect of those liabilities which he may incur as a director or officer of the Company or any other Group Company for which such insurance is normally available to the Company in respect of its directors.

14.4 The Company reserves the right to terminate its participation in the schemes or plans referred to in this Clause 14 or to substitute other schemes or plans or to alter the benefits available under any scheme or plan. In the event of reduction or discontinuance of any scheme or plan provided for in this Clause 14 or any of such scheme benefits or plan benefits, the Company shall be under no obligation to replace the same with identical or similar such benefits. For the avoidance doubt, this Clause 14.4 shall be without prejudice to the Executive's entitlement to benefits otherwise expressly provided for by this Agreement.

15 EQUITY

15.1 It is acknowledged that the Company has granted the Executive equity awards pursuant to a restricted stock agreement dated 24 October 2016. For the avoidance of doubt the terms of the aforementioned restricted stock agreement govern entirely the Executive's entitlement to any equity awards provided for therein.

16 ILL-HEALTH OR INJURY

16.1 The Executive shall be entitled to ten 10 days of paid sick leave (based on base salary only) for the care of the Executive or other immediate family member per calendar year. If the Executive is absent from work on medical grounds, he is required to notify the Company by telephone on the first morning of his absence or as soon as reasonably practicable thereafter. If the absence continues the Executive is under a duty to keep the Company informed at least once a week of the current state of his health, the progress of any treatment being undertaken, and the likely date of return to work. If the Executive is absent from work for more than seven (7) consecutive days, he must submit to the Company a medical certificate signed by a practising medical practitioner. Thereafter, the Executive shall submit further medical certificates to cover the whole of his period of absence. Upon the Executive informing the Company that he is well enough to return to work, the Company reserves the right to require the Executive to produce a report from his own medical practitioner or an independent doctor nominated by the Company, whichever may be required by the Company, to certify the Executive's fitness to return. On his return to work the Executive shall, in any event, complete a self-certification sickness form.

16.2 Notwithstanding the wider provisions of this Agreement, in the event that the Executive is incapacitated by reason of ill health or accident from performing his duties hereunder for a period or periods exceeding 90 working days in any 12 month period then:

(a) the Company shall automatically become entitled to appoint a temporary successor to the Executive to perform all or any of the duties required to be performed by the Executive under the terms of this Agreement and the Executive's duties shall be amended temporarily accordingly; and

(b) the Employment of the Executive may be subject to termination by the Company giving to the Executive:

(i) not less than thirteen weeks' notice in writing; or

(ii) written notice that his Employment is being terminated with immediate effect and that he will be paid his ordinary salary in lieu of thirteen weeks' notice.

16.3 Where the Executive's employment terminates pursuant to Clause 16.2(b), he shall be entitled to be paid his Accrued Obligations in a lump sum within forty-five (45) days following the termination of his employment. Where the Company exercises its right to pay in lieu of notice, he shall be entitled to be paid in lieu of his thirteen week notice entitlement at the same time. He shall not be entitled to the Additional Payment.

16.4 It is a condition of the Employment that the Executive consents to an examination by an independent doctor nominated by the Company or Company doctor if the Company doctor has not previously had care of the Executive should the Company so require.

16.5 This Clause 16 shall be subject to all applicable employment laws in force in the United States including but not limited to the Family Medical Leave Act, and American with Disabilities Act. In the *event* of a conflict between the terms of this Agreement and any applicable United States employment law, such law shall prevail.

17 DISCIPLINARY AND GRIEVANCE PROCEDURES

17.1 The Company's disciplinary and grievance procedures are available separately. They do not have contractual effect or otherwise form part of this Agreement.

18 UNDERTAKING

18.1 If an offer of employment or engagement is accepted by the Executive from any person, company or organisation, either during the continuance of the Employment or during the continuance in force of any of the restrictions contained in Clause 25, which, if accepted, would or might render the Executive in breach of any of the provisions of this Agreement, the Executive hereby agrees and undertakes that he will immediately provide a full and accurate copy of this Agreement to such person, company or organisation and that he will inform the Board of the identity of the person, company or organisation and provide such details of the offer of employment or engagement as are relevant to the restrictions in Clause 25.

19 TERMINATION FOR CAUSE

19.1 The Company may terminate Executive's employment at any time during the term of this Agreement for Cause (as hereinafter defined) effective immediately upon written notice to Executive. Such notice shall specify that a termination is being made for Cause and shall state the basis therefor. In such event, the Company shall have no further obligation under this Agreement from and after the effective date of termination, except for any provisions that expressly survive termination of employment, and the Company shall have all other rights and remedies available under this Agreement, at law or in equity.

19.2 If Executive's employment is terminated for Cause by the Company, Executive shall be entitled to receive payment of the sum of:

(a) Executive's ordinary salary through to the date of termination to the extent not previously paid; and

(b) pay in lieu of any accrued but untaken vacation to the extent not previously paid;

together, the **"Accrued Obligations",** which Accrued Obligations shall be paid to the Executive in a lump sum within forty-five (45) days following Executive's termination of employment.

19.3 For purposes of this Agreement, termination for **"Cause"** shall be defined as a determination by the Board that Executive:

(a) has been indicted for, convicted for, pleaded guilty to, or pleaded nolo contendre to a felony criminal offence (whether or not in connection with the performance by the Executive of his duties of employment with the Company;

(b) has misappropriated or embezzled any material funds or property of the Company, committed a material fraud with respect to the Company, or engaged in any material act or acts of dishonesty relating to his involvement with the Company that results or is intended to result in his direct or indirect personal gain or enrichment at the expense of the Company;

(c) has through willful misconduct or gross negligence engaged in an act or course of conduct that causes material injury to the Company;

(d) has willfully refused or willfully and consistently failed to perform Executive's obligations under this Agreement;

(e) is not devoting all of his working time and/or effort to the business and affairs of the Company and such failure to devote his full working time and/or effort is having a detrimental effect on Company's business, operations or financial condition, as determined in the reasonable discretion of the Board, in each case after written notice from the Board of such failure and such failure has not been cured within thirty (30) days after Executive's receipt of such notice;

(f) has knowingly and intentionally committed a material breach of any provision of this Agreement or of any policy adopted by the Board;

(g) has knowingly and intentionally violated any laws, rules or regulations of any governmental or regulatory body material to the business of the Company, has knowingly and intentionally breached his fiduciary duty, or knowingly and intentionally engaged in an act or course of conduct that causes material injury to the Company;

(h) has been disqualified from acting as a director, or is no longer eligible or legally able to act as a director under the laws of England and Wales or any other applicable law;

(i) is guilty of a breach of the requirements, rules or regulations as amended from time to time of the London Stock Exchange pie, the FCA, MAR and any directly applicable regulation made under that Regulation or any regulatory authorities relevant to the Company or any Group Company or any code of practice, policy or procedures manual issued by the Company (as amended from time to time) relating to dealing in the securities of the Company and any Group Company.

20 TERMINATION WITHOUT CAUSE

20.1 Upon expiry of the Initial Employment Period, the Company may terminate Executive's employment for any reason other than for Cause by giving contractual notice to the Executive. Then upon termination the Company shall, subject to the wider provisions of this Agreement, pay to the Executive:

(a) the Accrued Obligations in a lump sum within forty five (45) days following Executive's termination of employment; and

(b) the Executive's then-current ordinary salary, net of all applicable withholding and other applicable deductions in accordance with the Company's normal business practices and payroll schedule (such schedule to be determined as of the date of termination), for the period that is six (6) months following Executive's termination of employment (the **"Additional Payment"**).

20.2 The Additional Payment may be paid in equal monthly instalments and shall be contingent upon the Executive executing a general release in form and substance acceptable to and in favour of the Company and its affiliates, directors, shareholders, officers, agents, and assigns no later than thirty (30) days following Executive's termination of employment. For the avoidance of doubt, the Additional Payment shall not be payable in circumstances where:

(a) the Executive's employment terminates on grounds of death; or

(b) the Executive's employment has been terminated on grounds of incapacity, ill-health or injury or absence by reason incapacity, ill-health or injury, or pursuant to clause 16.2(b) of this Agreement; or

(c) the Executive has first given notice to terminate his employment; or

(d) the Executive's employment terminates pursuant to clause 19 of this Agreement.

20.3 The Executive shall have no claim against the Company if this Agreement is terminated by reason of the liquidation of the Company for the purpose of reconstruction or amalgamation and the Executive is offered employment with any concern or undertaking resulting from such reconstruction or amalgamation on terms which are substantially the same as the terms of this Agreement.

20.4 On the termination of the Employment, howsoever arising, the Executive shall forthwith or at any time thereafter at the request of the Company, resign from all offices held by him in any company in the Group (including all directorships) together with any other offices or memberships held by him by virtue of the Employment. Should the Executive fail to resign within seven days of being so requested, the Company is irrevocably authorised to appoint some person as his attorney to sign upon his behalf any document or do anything necessary or requisite to give effect thereto.

20.5 On termination of the Employment however arising and whether lawfully or unlawfully the Executive shall not be entitled to any compensation for the loss of any shares or bonus to which he may otherwise be entitled pursuant to this Agreement or to any compensation for the loss of rights or benefits under any restricted stock agreement, share option, share scheme, bonus scheme, long- term incentive plan or other profit sharing scheme or similar arrangement operated by the Company or any Group Company in which he may participate.

20.6 The Executive shall not knowingly at any time during or after the termination of the Employment make any untrue or misleading statement in relation to the Company or the Group nor, in particular, after the termination of the Employment represent himself as being employed by or connected with the Group.

21 PAYMENT IN LIEU AND GARDEN LEAVE

21.1 The Company reserves the right in its absolute discretion to terminate the Employment at any time with immediate effect by giving written notice to the Executive that the Company is exercising its right to terminate the Employment with immediate effect and make a payment in lieu of the balance of the Initial Employment Period (if any) and the Executive's notice entitlement. The payment in lieu of notice shall be calculated by paying the Executive's ordinary salary in lieu of notice. The Company shall not, under any circumstances, be obliged to make a payment in lieu of notice.

21.2 For the avoidance of doubt, where the Company exercises its right to make a payment in lieu of the balance of the Initial Employment Period (if any) and the Executive's notice entitlement, the Executive shall additionally be entitled to be paid for the Accrued Obligations. Where the Company exercises its right to make a payment in lieu of the balance of the Initial Employment Period (if any) and the Executive's notice entitlement, the Executive shall also be entitled to be paid the Additional Payment provided always that his employment is not terminating in circumstances where:

(a) he has first given notice to terminate his employment; or

(b) his employment has been terminated on grounds of incapacity, ill-health or injury or absence by reason incapacity, ill-health or injury, or pursuant to clause 16.2(b) of this Agreement.

21.3 If either party serves notice on the other to terminate the Employment, the Company may require the Executive to take "garden leave" for all or part of the remaining period of his employment. If the Executive is asked to take garden leave he:

(a) may not attend at his place of work or any other premises of the Company and/or any Group Company unless at the Company's written request;

(b) may not contact any clients, customers, suppliers or contacts of the Company without the Company's prior written permission;

(c) may be required not to carry out all or any of his normal day to day duties for the remaining period of the Employment or any part thereof;

(d) may be assigned to other duties or have powers vested in him withdrawn;

(e) must comply with his duty to deliver up Company property; and

(f) must remain contactable by telephone on a daily basis during any period of absence from work, and may not take holiday, save with the Company's prior written consent (such consent not to be unreasonably withheld).

21.4 The Company may also give the Executive notice to terminate his employment during the Initial Employment Period and place him on garden leave for the balance of the Initial Employment Period and his notice entitlement.

21.5 Where the Executive is placed on garden leave, he shall remain entitled to his ordinary contractual remuneration and benefits for the duration of his garden leave.

21.6 It is expressly agreed between the parties that, during any period of garden leave, the mutual duties of good faith and trust and confidence, and the Executive's duty of fidelity to the Company, shall continue during any period that the Executive is not required to attend work.

22 TERMINATION BY THE EXECUTIVE

22.1 Where, upon expiry of the Initial Employment Period, the Executive gives contractual notice to terminate his employment, he shall be entitled to be paid for the Accrued Obligations in a lump sum within forty five (45) days following termination of employment.

23 DEATH

23.1 The Executive's employment shall terminate immediately upon the death of the Executive and in such an event his personal representative or heirs shall be entitled to receive payment (only) of the Accrued Obligations in a lump sum within 45 days following termination of employment.

24 LITIGATION

24.1 The Executive agrees to provide the Company with such reasonable assistance as it may reasonably require in the conduct of any legal proceedings in which the Company or any Group Company is involved and/or in relation to any investigation of the operations or activities of the Company and/or any Group Company by any regulatory, judicial or fiscal body or authority in relation to which the Company reasonably believes that the Executive may be able to provide assistance, subject to the payment by the Company of the Executive's reasonable expenses incurred in providing such co-operation and the Company shall also compensate the Executive at reasonable rates for any loss of income he/she incurs as a result of providing such co-operation. The obligations of the Executive under this Clause 24.1 shall continue to apply after the termination of the Executive's employment.

25 POST-TERMINATION RESTRICTIONS

25.1 Within this Clause the following words shall have the following meanings:

"Competitive Business" shall mean any business or activity similar to or in competition with that carried on by the Company or any other Company in the Group at the Termination Date in which the Executive shall have been directly concerned at any time in the Contact Period;

"Contact Period" shall mean the 12 month period ending with the Termination Date;

"Customer Connection" shall mean any person, firm, company or other organisation who:

(a) was at any time in the Contact Period a client or customer of the Company; or

(b) was at the Termination Date negotiating with the Company with a view to dealing with the Company as client or customer.

"Skilled Employee" shall mean any person who was:

(a) employed by the Company; or

(b) contracted to render services to the Company;

during the Contact Period and who was so engaged on the Termination Date and who could materially damage the interests of the Company or any Group Company if they were involved in any capacity with a Competitive Business;

"Supplier" shall mean any person, firm, company or other organisation supplying goods to the Company or negotiating with the Company at the Termination Date with a view to supplying goods to the Company, where alternative sources of supply on equivalent terms would not be generally available to the Company or where the interference with any such supplier may be anticipated to cause damage to the Company;

"Termination Date" shall mean the date of termination of the Executive's Employment under this Agreement; and

"Territory" shall mean the geographic areas in the United States, the United Kingdom and/or any other place in which any Company Group has a business location, owns oil and gas assets, conducts business and/or carries on business activities, and any area within 200 miles of any such geographic area or place of business of the Company.

25.2 The Executive shall not during the period of 12 months after the Termination Date, directly or indirectly, either on his own account or otherwise, canvass or solicit business in competition with the Company from any Customer Connection with whom the Executive shall have had material dealings in the Contact Period in the course of his Employment.

25.3 The Executive shall not during the period of 12 months after the Termination Date, either on his own account or otherwise, do business in competition with the Company with any Customer Connection with whom the Executive shall have had material dealings in the Contact Period in the course of his Employment.

25.4 The Executive will not during the period of 12 months after the Termination Date, in competition with the Company, either on his own account or otherwise, accept the supply of goods or directly or indirectly interfere with or seek to interfere with the continuance of the supply of goods to the Company from any Supplier with whom the Executive shall have had material dealings in the Contact Period in the course of his employment.

25.5 The Executive shall not, during the period of 12 months after the Termination Date, directly or indirectly, induce or seek to induce any Skilled Employee, with whom the Executive shall have had material dealings in the course of his duties hereunder in the Contact Period, to leave the Company's employment, whether or not this would be a breach of contract on the part of such employee or offer employment or an engagement to any such employee.

25.6 The Executive shall not, during the period of 12 months after the Termination Date employ or enter into partnership or association with or retain the services of any Skilled Employee for the purposes of any Competitive Business.

25.7 The Executive shall not, during the period of 12 months after the Termination Date, carry on or be interested in Competitive Business in competition with the Company in the Territory whether as principal, agent, director, partner, proprietor, employee or otherwise.

25.8 The period of time of the restrictions under this Clause shall be reduced by the length of any period of garden leave the Executive may be required to take pursuant to this Agreement. In the event that the period of the restrictions is so reduced, the Contact Period shall mean the 12 month period ending with the date on which the Executive's garden leave commences.

25.9 The Executive agrees that he will, at the request of the Company, enter into a direct agreement or undertaking with any Group Company whereby he will accept restrictions corresponding to the restrictions contained in this Clause 25 (or such of them as may be appropriate in the circumstances) in relation to such products and services and such areas and for such period as such Group Company may reasonably require for the protection of its legitimate interests.

25.10 Each of the restrictions contained in this Clause 25 are considered reasonable by the Company and the Executive as being no greater than is required for the protection of the goodwill of the business of the Company and the Group and are intended to be separate and severable. In the event that any of the said restrictions shall be held void, but would be valid if part of the wording thereof were deleted, such restriction shall apply with such deletion as may be necessary to make it valid and effective.

26 PREVIOUS CONTRACTS

26.1 This Agreement is in substitution for any previous contract of service or for services between any Group Company and the Executive which shall be deemed to have been terminated by mutual consent with effect from the Commencement Date (the date of Admission). The Executive agrees to execute any other documents reasonably requested to confirm and verify termination of any such prior agreements.

27 THIRD PARTIES

27.1 This Agreement is entered into by the Company for itself and as agent and trustee for each Group Company. Save for the parties to this Agreement and any Group Company, no person who is not a party to this Agreement shall have rights to enforce this Agreement.

28 NOTICES

28.1 Notices by either party must be in writing addressed:

(a) to the Company at its registered office for the time being or its US Corporate offices in Birmingham, Alabama; and

(b) to the Executive at his place of work or at the address set out in this Agreement or such other address as the Executive may from time to time have notified in writing to the Company for the purpose of this Clause.

28.2 Notices will be effectively served:

(a) on the day of receipt, where any hand-delivered letter or (in the case of the Company) a facsimile transmission is received on a business day before or during normal working hours;

(b) on the following business day, where any hand-delivered letter or (in the case of the Company) facsimile transmission is received either on a business day after normal working hours or on any other day;

(c) on the second business day following the day of posting from within the United Kingdom of any letter sent by first class prepaid mail; or

(d) on the fifth business day following the day of posting to an overseas address of any prepaid airmail letter.

29 INTERPRETATION

29.1 The headings in this Agreement are for convenience only and are not to be used as an aid to construction of this Agreement.

29.2 Reference to provisions of statutes, rules or regulations shall be deemed to include references to such provisions as amended, modified or re-enacted from time to time.

29.3 In this Agreement the masculine gender shall be deemed to include the feminine gender when appropriate.

29.4 It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction or arbitrator to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

30 VARIATION

30.1 No variation or agreed termination of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

31 COUNTERPARTS

31.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

31.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

32 GOVERNING LAW AND JURISDICTION

32.1 To the extent not pre-empted by federal law, this Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with laws of the State of Alabama and the parties hereby submit to the jurisdiction of the federal and state courts of or sitting in or having jurisdiction over Shelby County in the State of Alabama, and agree that any litigation in respect of this Agreement shall be subject to venue in any such court in the State of Alabama.

This Deed has been executed by or on behalf of the parties and has, on the date stated at the beginning of this Deed, been delivered as a Deed.

SIGNED AS A DEED)

on the date hereof)

by the Company)

acting by:)

/s/ M.K. Thomas
Director

SIGNED AS A DEED) B. Gray

on the date hereof)

by the Executive) by his lawful attorney

in the presence of:) M.K Thomas (Martin Thomas)

/s/ Richard Pyke
Richard Pyke
Solicitor
London EC2A 2HB

Exhibit 4.33

DIVERSIFIED GAS & OIL PLC
2017 EQUITY INCENTIVE PLAN
(As amended and restated on April 27, 2021)

1. Purpose; Eligibility.

1.1 General Purpose. The name of this plan is the DIVERSIFIED GAS & OIL PLC 2017 EQUITY INCENTIVE PLAN (as amended and restated, the "**Plan**"). The purposes of the Plan are to (a) enable Diversified Gas & Oil PLC, a public limited company incorporated under the law of England and Wales (the "Company"), and any Affiliate to attract and retain the types of Employees and Executive Directors who will contribute to the Company's long range success; (b) provide incentives that align the interests of Employees and Executive Directors with those of the shareholders of the Company; and (c) promote the success of the Company's business. For the avoidance of doubt, nothing in the Plan affects the laws governing public limited companies in England or Wales, which shall govern matters relating to the constitution and governance of the Company and its Common Stock.

1.2 Eligible Award Recipients. The persons eligible to receive Awards are the Employees and Executive Directors of the Company.

1.3 Available Awards. Awards that may be granted under the Plan include: (a) Incentive Stock Options; (b) Non-qualified Stock Options; (c) Stock Appreciation Rights; (d) Restricted Awards; (e) Performance Share Awards; and (f) Performance Compensation Awards.

2. Definitions.

"**Affiliate**" means a corporation or other entity that, directly or through one or more intermediaries, controls, is controlled by or is under common control with, the Company.

"**Amended Effective Date**" shall have the meaning set forth in the last clause of the Plan.

"**Applicable Laws**" means the requirements related to or implicated by the administration of the Plan under English law or applicable state corporate law, United States federal and state securities laws, the Code, any stock exchange or quotation system on which the shares of Common Stock are listed or quoted, and the applicable laws of any foreign country or jurisdiction where Awards are granted under the Plan.

"**Award**" means any right granted under the Plan, including an Incentive Stock Option, a Non-qualified Stock Option, a Stock Appreciation Right, a Restricted Award, a Performance Share Award or a Performance Compensation Award.

"**Award Agreement**" means a written agreement, contract, certificate or other instrument or document evidencing the terms and conditions of an individual Award granted under the Plan which may, in the discretion of the Company, be transmitted electronically to any Participant. Each Award Agreement shall be subject to the terms and conditions of the Plan.

"**Beneficial Owner**" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" shall be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"**Board**" means the Board of Directors of the Company, as constituted at any time.

"**Cause**" means:

With respect to any Employee:

(a) If the Employee is a party to an employment or service agreement with the Company or its Affiliates and such agreement provides for a definition of Cause, the definition contained therein; or

(b) If no such agreement exists, or if such agreement does not define Cause: (i) the commission of, or plea of guilty or no contest to, a felony or a crime involving moral turpitude or the commission of any other act involving willful malfeasance or material fiduciary breach with respect to the Company or an Affiliate; (ii) conduct that results in or is reasonably likely to result in harm to the reputation or business of the Company or any of its Affiliates; (iii) gross negligence or willful misconduct with respect to the Company or an Affiliate; or (iv) material violation of state or federal securities laws.

With respect to any Director, a determination by a majority of the disinterested Board members that the Director has engaged in any of the following:

(a) malfeasance in office;

(b) gross misconduct or neglect;

(c) false or fraudulent misrepresentation inducing the director's appointment;

(d) willful conversion of corporate funds; or

(e) repeated failure to participate in Board meetings on a regular basis despite having received proper notice of the meetings in advance.

The Committee, in its absolute discretion, shall determine the effect of all matters and questions relating to whether a Participant has been discharged for Cause.

"**Change in Control**" means:

(a) any person (either alone or together with any person acting in concert with him) obtains Control of the Company, which may include as a result of making (i) a general offer to acquire the majority of the issued ordinary share capital of the Company which is made on a condition such that if it is satisfied, the person making the offer will have Control of the Company; or (ii) a general offer to acquire a majority of the Company's shares;

(b) any person proposes to obtain Control of the Company in pursuance of a compromise or arrangement sanctioned by the Court under section 899 of the Companies Act 2006;

(c) any person becomes bound or entitled to acquire Shares in the Company under sections 979 to 989 of the Companies Act 2006; or

(d) notice is given of a resolution for the voluntary or compulsory winding-up of the Company or the date which is ten (10) business days prior to the consummation of a complete liquidation or dissolution of the Company;

(e) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its subsidiaries, taken as a whole, to any Person that is not a subsidiary of the Company;

(f) the acquisition by any Person of Beneficial Ownership of 50% or more (on a fully diluted basis) of either (i) the then outstanding shares of Common Stock of the Company, taking into account as outstanding for this purpose such Common Stock issuable upon the exercise of options or warrants, the conversion of convertible stock or debt, and the exercise of any similar right to acquire such Common Stock (the "Outstanding Company Common Stock"); or (ii) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that for purposes of the Plan, the following acquisitions shall not constitute a Change in Control: (A) any acquisition by the Company or any Affiliate; (B) any acquisition by any employee benefit plan sponsored or maintained by the Company or any subsidiary; (C) any acquisition which complies with clauses (i), (ii) and (iii) of Subsection (g) of this definition; or (D) in respect of an Award held by a particular Participant, any acquisition by the Participant or any group of persons including the Participant (or any entity controlled by the Participant or any group of persons including the Participant); or

(g) the consummation of a reorganization, merger, consolidation, statutory share exchange or similar form of corporate transaction involving the Company that requires the approval of the Company's shareholders, whether for such transaction or the issuance of securities in the transaction (a "Business Combination"), unless immediately following such Business Combination: (i) more than 50% of the total voting power of (A) the entity resulting from such Business Combination (the "Surviving Company"); or (B) if applicable, the ultimate parent entity that directly or indirectly has beneficial ownership of sufficient voting securities eligible to elect a majority of the members of the board of directors (or the analogous governing body) of the Surviving Company (the "Parent Company"), is represented by the Outstanding Company Voting Securities or the Outstanding Company Common Stock that were outstanding immediately prior to such Business Combination (or, if applicable, is represented by shares into which the Outstanding Company Voting Securities or the Outstanding Company Common Stock were converted pursuant to such Business Combination), and such voting power among the holders thereof is in substantially the same proportion as the voting power of the Outstanding Company Voting Securities or the Outstanding Company Common Stock among the holders thereof immediately prior to the Business Combination; (ii) no Person (other than any employee benefit plan sponsored or maintained by the Surviving Company or the Parent Company) is or becomes the Beneficial Owner, directly or indirectly, of 50% or more of the total voting power of the outstanding voting securities eligible to elect members of the board of directors of the Parent Company (or the analogous governing body) (or, if there is no Parent Company, the Surviving Company); and (iii) at least a majority of the members of the board of directors (or the analogous governing body) of the Parent Company (or, if there is no Parent Company, the Surviving Company) following the consummation of the Business Combination were Board members at the time of the Board's approval of the execution of the initial agreement providing for such Business Combination.

Notwithstanding the definition of Change in Control above, to the extent that any amount to be paid is considered "deferred compensation" under Section 409A of the Code, then the definition of Change in Control will be as defined above, except to the extent inconsistent with Section 409A of the Code, in which case any inconsistency will be resolved in favor of said section.

"**City Code on Takeovers and Mergers**" means the City Code on Takeovers and Mergers administered by the UK Panel on Takeovers and Mergers.

"**Code**" means the United States Internal Revenue Code of 1986, as it may be amended from time to time. Any reference to a section of the Code shall be deemed to include a reference to any regulations promulgated thereunder.

"**Committee**" means a committee of one or more members of the Board appointed by the Board to administer the Plan in accordance with **Section 3.3** and **Section 3.4**.

"**Common Stock**" means the ordinary shares of one pence (£0.01) each in the Company, or such other securities of the Company as may be designated by the Committee from time to time in substitution thereof.

"**Company**" means Diversified Gas & Oil PLC, a public limited company incorporated under the laws of England and Wales, and any successor thereto.

"**Continuous Service**" means that the Participant's service with the Company or an Affiliate, whether as an Employee or Director, is not interrupted or terminated. The Participant's Continuous Service shall not be deemed to have terminated merely because of a change in the capacity in which the Participant renders service to the Company or an Affiliate as an Employee or Director or a change in the entity for which the Participant renders such service, *provided that* there is no interruption or termination of the Participant's Continuous Service; *provided further that* if any Award is subject to Section 409A of the Code, this sentence shall only be given effect to the extent consistent with Section 409A of the Code. For example, a change in status from an Employee of the Company to a Director of an Affiliate will not constitute an interruption of Continuous Service (unless otherwise provided under Section 409A of the Code to the extent an Award is subject thereto). The Committee or its delegate, in its sole discretion (yet subject to Section 409A of the Code to the extent applicable), may determine whether Continuous Service shall be considered interrupted in the case of any leave of absence approved by that party, including sick leave, military leave or any other personal or family leave of absence.

"**Control**" shall mean the right to secure how the affairs of the Company are conducted including through the right to exercise fifty percent (50%) or more of the Company's voting rights or through other powers conferred by the Company's constitutional documents.

"**Dealing Restriction**" means a restriction imposed by any law, order, regulation or directive, the Listing Rules, the Market Abuse Regulation, the Company's share dealing code, the City Code on Takeovers and Mergers, the rules applying to any listing of the Company and/or any other code adopted by the Company regulating dealings in Company shares.

"**Deferred Stock Units (DSUs)**" has the meaning set forth in **Section 7.2** hereof.

"**Director**" means a member of the Board.

"**Disability**" means that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment; *provided, however,* for purposes of determining the term of an Incentive Stock Option pursuant to **Section 6.10** hereof, the term Disability shall have the meaning ascribed to it under Section 22(e)(3) of the Code. The determination of whether an individual has a Disability shall be determined under procedures established by the Committee. Except in situations where the Committee is determining Disability for purposes of the term of an Incentive Stock Option pursuant to **Section 6.10** hereof within the meaning of Section 22(e)(3) of the Code, the Committee may rely on any determination that a Participant is disabled for purposes of benefits under any long-term disability plan maintained by the Company or any Affiliate in which a Participant participates. In the event that an Award is subject to Section 409A of the Code and payment is to be made upon a Participant's Disability, then Disability shall be determined accordance therewith.

"**Disqualifying Disposition**" has the meaning set forth in **Section 14.12.**

"**Effective Date**" shall mean the date as of which the Plan was initially adopted by the Board, January 30, 2017.

"**Employee**" means any person, including an Officer or Director, employed by the Company or an Affiliate; *provided, that,* for purposes of determining eligibility to receive Incentive Stock Options, an Employee shall mean an employee of the Company or a parent or subsidiary corporation within the meaning of Section 424 of the Code. Mere service as a Director or payment of a director's fee by the Company or an Affiliate shall not be sufficient to constitute "employment" by the Company or an Affiliate.

"**Exchange Act**" means the United States Securities Exchange Act of 1934, as amended.

"**Executive Director**" means a Director who is also an Employee.

"**Fair Market Value**" means, as of any date, the value of the Common Stock as determined below. If the Common Stock is listed on any established stock exchange or a national market system, including without limitation, the London Stock Exchange plc or the AIM Market of the London Stock Exchange plc, the Fair Market Value shall be determined by one of the following methodologies: (a) the average closing price (as quoted on such exchange or system) of a share of Common Stock for the three (3) trading days prior to the date of determination; (b) with respect to any Options (Incentive or Non-qualified) or Stock Appreciation Rights granted under the Plan, the Fair Market Value shall be the closing price (as quoted on such exchange or system) of a share of Common Stock on the trading day immediately preceding the Grant Date; (c) with respect to Awards issued in relation to annual performance programs (other than Options or Stock Appreciation Rights), the Committee in its discretion may determine that the Fair Market Value shall be the average closing price (as quoted on the aforesaid exchange or system) of a share of Common Stock for the five (5) trading days after the public announcement of the Company's financial results for the previous Fiscal Year; or (d) with respect to any Awards made under this Plan, the Committee in its discretion may determine the Fair Market Value that is different than that outlined in (a) through (c) as long as the determination of Fair Market Value is reasonable for the specific conditions of the Award, is in compliance with all Applicable Laws, and is not in conflict with any remuneration policy or plan approved by the shareholders. In the absence of an established market for the Common Stock, the Fair Market Value shall be determined in good faith by the Committee and such determination shall be conclusive and binding on all persons. To the extent that any Award is either subject to Section 409A of the Code or such Award intends to rely on a determination of Fair Market Value to gain an exemption from Section 409A, then Fair Market Value shall be determined in accordance with Section 409A of the Code.

"**Fiscal Year**" means the Company's fiscal year.

"**Free Standing Rights**" has the meaning set forth in **Section 7.1(a)**.

"**Good Reason**" means:

(a) If an Employee is a party to an employment or service agreement with the Company or its Affiliates and such agreement provides for a definition of Good Reason, the definition contained therein; or

(b) If no such agreement exists or if such agreement does not define Good Reason, the occurrence of one or more of the following without the Participant's express written consent, which circumstances are not remedied by the Company within thirty (30) days of its receipt of a written notice from the Participant describing the applicable circumstances (which notice must be provided by the Participant within ninety (90) days of the Participant's knowledge of the applicable circumstances): (i) any material, adverse change in the Participant's duties, responsibilities, authority, title, status or reporting structure; (ii) a material reduction in the Participant's base salary or bonus opportunity; or (iii) a geographical relocation of the Participant's principal office location by more than two hundred (200) miles.

"**Grant Date**" means the date on which the Committee adopts a resolution, or takes other appropriate action, expressly granting an Award to a Participant that specifies the key terms and conditions of the Award or, if a later date is set forth in such resolution, then such date as is set forth in such resolution, yet determined in accordance with Section 409A of the Code to the extent that any Award is either subject to Section 409A of the Code or such Award intends to rely on a determination of Fair Market Value to gain an exemption from Section 409A, then the Grant Date shall be determined in accordance with Section 409A of the Code.

"**Incentive Stock Option**" means an Option intended to qualify as an incentive stock option within the meaning of Section 422 of the Code.

"**Listing Rules**" means the Listing Rules issued by the UK Financial Conduct Authority, as amended from time to time.

"**Market Abuse Regulation**" means the EU Market Abuse Regulation No. 596/2014.

"**Maximum Individual Amount**" has the meaning set forth in **Section 4.4**.

"**Non-Employee Director**" means a Director who is a "non-employee director" within the meaning of Rule 16b-3.

"**Non-qualified Stock Option**" means an Option that by its terms does not qualify or is not intended to qualify as an Incentive Stock Option.

"**Officer**" means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.

"**Option**" means an Incentive Stock Option or a Non-qualified Stock Option granted pursuant to the Plan.

"**Option Holder**" means a person to whom an Option is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Option.

"**Option Exercise Price**" means the price at which a share of Common Stock may be purchased upon the exercise of an Option.

"**Participant**" means an eligible person to whom an Award is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Award.

"**Performance Compensation Award**" means any Award designated by the Committee as a Performance Compensation Award pursuant to **Section 7.4** of the Plan.

"**Performance Criteria**" means the criterion or criteria that the Committee shall select for purposes of establishing the Performance Goal(s) for a Performance Period with respect to any Performance Compensation Award under the Plan. The Performance Criteria that will be used to establish the Performance Goal(s) may be based on the attainment of specific levels of performance of the Company (or an Affiliate, division, business unit or operational unit of the Company) and/or individual performance of the Participant. Any one or more of the Performance Criteria may be used on an absolute or relative basis, as the Committee may deem appropriate, or as compared to the performance of a group of comparable companies, or published or special index that the Committee, in its sole discretion, deems appropriate, or the Committee may select Performance Criterion as compared to various stock market indices. The Committee also has the authority to provide for accelerated vesting of any Award based on the achievement of Performance Goals pursuant to the Performance Criteria specified in this paragraph. To the extent that the Company intends to rely on the performance-based deferral election rules under Section 409A of the Code, the Committee shall, within the first ninety (90) days of a Performance Period (or longer if permitted by Applicable Law), define the manner of calculating the Performance Criteria it selects to use for such Performance Period. In the event that applicable tax and/or securities laws change to permit the Committee discretion to alter the governing Performance Criteria without obtaining shareholder approval of such changes, the Committee shall have sole discretion to make such changes without obtaining shareholder approval.

"**Performance Formula**" means, for a Performance Period, the one or more formulas applied against the relevant Performance Goal to determine, with regard to the Performance Compensation Award of a particular Participant, whether all, some portion but less than all**,** or none of the Performance Compensation Award has been earned for the Performance Period.

"**Performance Goals**" means, for a Performance Period, the one or more goals established by the Committee for the Performance Period based upon the Performance Criteria. The Committee is authorized at any time during the first ninety (90) days (or longer if permitted by Applicable Law) of a Performance Period or at any time thereafter, in its sole and absolute discretion, to adjust or modify the calculation of a Performance Goal for such Performance Period to the extent not prohibited under Section 409A, in order to prevent the dilution or enlargement of the rights of Participants based on the following events:

(a) asset write-downs;

(b) litigation or claim judgments or settlements;

(c) the effect of changes in tax laws, accounting principles, or other laws or regulatory rules affecting reported results;

(d) any reorganization and restructuring programs;

(e) extraordinary, unusual or infrequently occurring items as described in management's discussion and analysis of financial condition and results of operations appearing in the Company's annual report to shareholders for the applicable year;

(f) acquisitions or divestitures;

(g) any other specific unusual or nonrecurring events, or objectively determinable category thereof;

(h) foreign exchange gains and losses; and

a change in the Company's Fiscal Year.

"**Performance Period**" means, subject to the recommendation and selection of any other appropriate period by the Remuneration Committee, the one or more periods of time not less than twelve (12) months in duration as the Committee may select, over which the attainment of one or more Performance Goals will be measured for the purpose of determining a Participant's right to and the payment of a Performance Compensation Award.

"**Performance Share Award**" means any Award granted pursuant to **Section 7.3** hereof.

"**Performance Share**" means the grant of a right to receive a number of actual shares of Common Stock or share units based upon the performance of the Company during a Performance Period, as determined by the Committee.

"**Permitted Transferee**" means: (a) a trust in which an Option Holder has more than 50% of the beneficial interest, a foundation in which these persons (or the Option Holder) control the management of assets, and any other entity in which these persons (or the Option Holder) own more than 50% of the voting interests; and (b) such other transferees as may be permitted by the Committee in its sole discretion.

"**Plan**" means this Diversified Gas & Oil PLC 2017 Equity Incentive Plan, as amended and/or amended and restated from time to time.

"**Related Rights**" has the meaning set forth in **Section 7.1(a).**

"**Remuneration Committee**" means the remuneration committee of the Board.

"**Restricted Award**" means any Award granted pursuant to **Section 7.2(a)**.

"**Restricted Period**" has the meaning set forth in **Section 7.2(a).**

"**Rule 16b-3**" means Rule 16b-3 promulgated under the Exchange Act or any successor to Rule 16b-3, as in effect from time to time.

"**Securities Act**" means the United States Securities Act of 1933, as amended.

"**Stock Appreciation Right**" means the right pursuant to an Award granted under **Section 7.1** to receive, upon exercise, an amount payable in cash or shares equal to the number of shares subject to the Stock Appreciation Right that is being exercised multiplied by the excess of (a) the Fair Market Value of a share of Common Stock on the date the Award is exercised, over (b) the exercise price specified in the Stock Appreciation Right Award Agreement.

"**Ten Percent Shareholder**" means a person who owns (or is deemed to own pursuant to Section 424(d) of the Code) stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or of any of its Affiliates.

3. Administration.

3.1 Authority of Committee. The Plan shall be administered by the Committee or, in the Board's sole discretion, by the Board. Subject to the terms of the Plan, the Committee's charter and Applicable Laws, and in addition to other express powers and authorization conferred by the Plan, the Committee shall have the authority:

(a) to construe and interpret the Plan and apply its provisions;

(b) to promulgate, amend, and rescind rules and regulations relating to the administration of the Plan;

(c) to authorize any person to execute, on behalf of the Company, any instrument required to carry out the purposes of the Plan;

(d) to delegate its authority to one or more Officers of the Company with respect to Awards that do not involve "insiders" within the meaning of Section 16 of the Exchange Act;

(e) to determine when Awards are to be granted under the Plan and the applicable Grant Date, *provided that* while the Common Stock is listed on any established stock exchange or a national market system, including without limitation, the AIM Market and the Main Market of the London Stock Exchange plc, an Award may be granted only (i) within forty-two (42) days following the Effective Date or the Amended Effective Date, or (ii) within forty-two (42) days following the end of a period during which share dealings are prohibited under the rules of the relevant exchange or market or (iii) at any other time if the Committee decides that there are exceptional circumstances that justify such grant;

(f) from time to time to select, subject to the limitations set forth in the Plan, those Participants to whom Awards shall be granted;

(g) to determine the number of shares of Common Stock to be made subject to each Award;

(h) to determine whether each Option is to be an Incentive Stock Option or a Non- qualified Stock Option;

(i) to prescribe the terms and conditions of each Award, including, without limitation, the exercise price and medium of payment and vesting provisions, and to specify the provisions of the Award Agreement relating to such grant;

(j) to determine the target number of Performance Shares to be granted pursuant to a Performance Share Award, the performance measures that will be used to establish the performance goals, the performance period(s) and the number of Performance Shares earned by a Participant;

(k) to designate an Award (including a cash bonus) as a Performance Compensation Award and to select the Performance Criteria that will be used to establish the Performance Goals;

(l) subject to Section 409A of the Code, as applicable, to amend any outstanding Awards, including for the purpose of modifying the time or manner of vesting, or the term of any outstanding Award, including to take account of the fact that any purported exercise or vesting might be prohibited by, or would be a breach of, any Dealing Restriction ; *provided, however,* that if any such amendment impairs a Participant's rights or increases a Participant's obligations under his or her Award or creates or increases a Participant's federal income tax liability with respect to an Award, such amendment shall also be subject to the Participant's consent;

(m) to determine the duration and purpose of leaves of absences which may be granted to a Participant without constituting termination of their employment for purposes of the Plan, which periods shall be no shorter than the periods generally applicable to Employees under the Company's employment policies;

(n) to make decisions with respect to outstanding Awards that may become necessary upon a Change in Control or an event that triggers anti-dilution adjustments;

(o) to interpret, administer, reconcile any inconsistency in, correct any defect in and/or supply any omission in the Plan and any instrument or agreement relating to, or Award granted under, the Plan; and

(p) to exercise discretion to make any and all other determinations which it determines to be necessary or advisable for the administration of the Plan.

Subject to Section 409A of the Code, as applicable, the Committee also may modify the purchase price or the exercise price of any outstanding Award, *provided that* if the modification effects a repricing, shareholder approval shall be required before the repricing is effective to the extent approval is required by Applicable Laws.

3.2 Committee Decisions Final. All decisions made by the Committee pursuant to the provisions of the Plan shall be final and binding on the Company and the Participants, unless such decisions are determined by a court having jurisdiction to be arbitrary and capricious.

3.3 Delegation. The Committee or, if no Committee has been appointed, the Board may delegate administration of the Plan to a committee or committees of one or more members of the Board, and the term
"**Committee**" shall apply to any person or persons to whom such authority has been delegated. The Committee shall have the power to delegate to a subcommittee any of the administrative powers the Committee is authorized to exercise (and references in the Plan to the Board or the Committee shall thereafter be to the committee or subcommittee), subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board. The Board may abolish the Committee at any time and revest in the Board the administration of the Plan. The members of the Committee shall be appointed by and serve at the pleasure of the Board. From time to time, the Board may increase or decrease the size of the Committee, add additional members to, remove members (with or without cause) from, appoint new members in substitution therefor, and fill vacancies, however caused, in the Committee. The Committee shall act pursuant to a vote of the majority of its members or, in the case of a Committee comprised of only two members, the unanimous consent of its members, whether present or not, or by the written consent of the majority of its members and minutes shall be kept of all of its meetings and copies thereof shall be provided to the Board. Subject to the limitations prescribed by the Plan and the Board, the Committee may establish and follow such rules and regulations for the conduct of its business as it may determine to be advisable. If the Board does not specifically designate members of the Committee, then the members of the Remuneration Committee shall serve as members of the Committee until and unless replaced hereunder.

3.4 Committee Composition. The Board shall have discretion to determine whether or not it intends to or can comply with the exemption requirements of Rule 16b-3. However, if the Board intends to satisfy such exemption requirements, with respect to Awards to any insider subject to Section 16 of the Exchange Act, the Committee shall be a compensation committee of the Board that at all times consists solely of two or more Non-Employee Directors. Within the scope of such authority, the Board or the Committee may delegate to a committee of one or more members of the Board who are not Non-Employee Directors the authority to grant Awards to eligible persons who are not then subject to Section 16 of the Exchange Act. Nothing herein shall create an inference that an Award is not validly granted under the Plan in the event Awards are granted under the Plan by a compensation committee of the Board that does not at all times consist solely of two or more Non-Employee Directors.

3.5 Indemnification. In addition to such other rights of indemnification as they may have as Directors or members of the Committee, and to the extent allowed by Applicable Laws, the Committee shall be indemnified by the Company against the reasonable expenses, including attorney's fees, actually incurred in connection with any action, suit or proceeding or in connection with any appeal therein, to which the Committee may be party by reason of any action taken or failure to act under or in connection with the Plan or any Award granted under the Plan, and against all amounts paid by the Committee in settlement thereof *(provided, however,* that the settlement has been approved by the Company, which approval shall not be unreasonably withheld) or paid by the Committee in satisfaction of a judgment in any such action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Committee did not act in good faith and in a manner which such person reasonably believed to be in the best interests of the Company, or in the case of a criminal proceeding, had no reason to believe that the conduct complained of was unlawful; *provided, however,* that within sixty (60) days after institution of any such action, suit or proceeding, such Committee shall, in writing, offer the Company the opportunity at its own expense to handle and defend such action, suit or proceeding.

4. Shares Subject to the Plan.

4.1 Subject to adjustment in accordance with **Section 11**, a total of 65,680,609 ordinary shares of Common Stock shall be available for the grant of Awards under the Plan. Any shares of Common Stock granted in connection with Options and Stock Appreciation Rights shall be counted against this limit as one (1) share for every one (1) Option or Stock Appreciation Right awarded. Any shares of Common Stock granted in connection with Awards other than Options and Stock Appreciation Rights shall be counted against this limit as one (1) share of Common Stock for every one (1) share of Common Stock granted in connection with such Award. During the terms of the Awards, the Company shall keep available at all times the number of shares of Common Stock required to satisfy such Awards.

4.2 Shares of Common Stock available for distribution under the Plan may consist, in whole or in part, of authorized and unissued shares, treasury shares or shares reacquired by the Company in any manner.

4.3 Notwithstanding anything in the Plan to the contrary, an Award shall not be granted if, at the time of its proposed Grant Date, such Award would cause the total number of shares of Common Stock allocated (as defined in this Section 4.3) in the immediately preceding 10-year period, under the Plan and under any other employees' equity plans or share schemes adopted by the Company, to exceed ten percent (10%) of the ordinary share capital of the Company in issue at such time.

For the purposes of this **Section 4.3**:

(a) Common Stock is "**allocated**":

i. when an option, award or other contractual right is granted to acquire unissued shares of Common Stock (or shares of Common Stock to be transferred from treasury);

ii. where shares of Common Stock are issued (or transferred from treasury) otherwise than pursuant to an option, award or other contractual right to acquire Common Stock, when such shares of Common Stock are issued or transferred from treasury;

(b) any shares of Common Stock which have been issued or which may be issued to any trustees to satisfy the exercise of any option, award or other contractual right granted under any employee equity plan or share scheme shall count as allocated; and

(c) for the avoidance of doubt, existing shares of Common Stock that are transferred (except if the shares are transferred from treasury), or over which options, awards or other contractual rights are granted, shall not count as allocated; and

(d) for the avoidance of doubt, any option, award or other contractual right to acquire unissued Common Stock or Common Stock transferred from treasury, granted prior to the date on which shares of Common Stock were first admitted for trading on the AIM Market of the London Stock Exchange plc shall not count as allocated; and

(e) where:

i. any option, award or other contractual right to acquire unissued shares of Common Stock (or shares of Common Stock transferred from treasury) is released or lapses (whether in whole or in part); or

ii. after the grant of an option, award or other contractual right the Committee determines that:

(A) where an amount is normally payable on its exercise it shall be satisfied without such payment but instead by the issue of Common Stock and/or the transfer of Common Stock from treasury and/or the payment of cash equal to the gain made on its exercise; or

(B) it shall be satisfied by the transfer of existing Common Stock (other than Common Stock transferred out of treasury) and/ or by settlement in cash,

then the unissued Common Stock or Common Stock transferred from treasury which consequently cease to be subject to the option, award or other contractual right from time to time or absolutely (as appropriate) shall not count as allocated; and

(f) the number of shares of Common Stock transferred from treasury or allocated in respect of an option, award or other contractual right shall be such number as the Committee shall reasonably determine from time to time.

4.4 The total Fair Market Value of Common Stock subject to Awards (determined as of the Grant Date) that may be granted during any single Fiscal Year to any Employee (including an Executive Director) shall not exceed 200% of such Employee's salary (as defined in this Section) (the "**Maximum Individual Amount**"), except in extraordinary cases approved of by the Committee; *provided, however,* that the Fair Market Value of any shares of Common Stock or other securities of the Company issuable pursuant to an annual Performance Compensation Award shall be excluded from the calculation of the Maximum Individual Amount. For purposes of this **Section 4.4**, an Employee's "**salary**" shall be deemed the Employee's base salary only (excluding any bonuses, allowances or benefits), expressed as an annual amount payable by the Company and/or its controlled Affiliates in the aggregate to such Employee as of the Grant Date or such earlier date as the Committee may determine. Where payment of salary is made in a currency other than GB pounds sterling, the payment shall be treated as equal to the equivalent amount of GB pounds sterling determined by using any rate of exchange which the Committee may reasonably select. In the event that the Committee is not permitted to grant, or considers it inappropriate to grant, an Award to a particular Employee during any Fiscal Year, as a result of any Dealing Restrictions, then the Maximum Individual Amount for such year (calculated as set forth above in this **Section 4.4**) may be carried forward and added to the Maximum Individual Amount that may be granted to such Employee during a subsequent Fiscal Year.

4.5 Any shares of Common Stock subject to an Award that are canceled, forfeited or expire prior to exercise or realization, either in full or in part, shall again become available for issuance under the Plan. Notwithstanding anything to the contrary contained herein: shares subject to an Award under the Plan shall not again be made available for issuance or delivery under the Plan if such shares are (a) shares tendered in payment of an Option; (b) shares delivered or withheld by the Company to satisfy any tax withholding obligation; or
(c) shares covered by a stock-settled Stock Appreciation Right or other Awards that were not issued upon the settlement of the Award.

5. Eligibility.

5.1 Eligibility for Specific Awards. Awards, including Incentive Stock Options, may be granted only to Employees, including Executive Directors.

5.2 Ten Percent Shareholders. A Ten Percent Shareholder shall not be granted an Incentive Stock Option unless the Option Exercise Price is at least 110% of the Fair Market Value of the Common Stock at the Grant Date and the Option is not exercisable after the expiration of five (5) years from the Grant Date.

6. Option Provisions. Each Option granted under the Plan shall be evidenced by an Award Agreement. Each Option so granted shall be subject to the conditions set forth in this **Section 6**, and to such other conditions not inconsistent with the Plan as may be reflected in the applicable Award Agreement. All Options shall be separately designated Incentive Stock Options or Non- qualified Stock Options at the time of grant, and, if certificates are issued, a separate certificate or certificates will be issued for shares of Common Stock purchased on exercise of each type of Option. Notwithstanding the foregoing, the Company shall have no liability to any Participant or any other person if an Option designated as an Incentive Stock Option fails to qualify as such at any time or if an Option is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code and the terms of such Option do not satisfy the requirements of Section 409A of the Code. The provisions of separate Options need not be identical, but each Option shall include (through incorporation of provisions hereof by reference in the Option or otherwise) the substance of each of the following provisions:

6.1 Term. Subject to the provisions of **Section 5.2** regarding Ten Percent Shareholders, no Incentive Stock Option shall be exercisable after a period to be determined by the Committee on a case-by-case basis, but in no event shall the expiration date exceed ten (10) years from the Grant Date. The term of a Non-qualified Stock Option granted under the Plan shall be determined by the Committee; *provided, however,* no Non-qualified Stock Option shall be exercisable after the expiration of ten (10) years from the Grant Date.

6.2 Exercise Price of an Incentive Stock Option. Subject to the provisions of **Section 5.2** regarding Ten Percent Shareholders, the Option Exercise Price of each Incentive Stock Option shall be not less than 100% of the Fair Market Value of the Common Stock subject to the Option on the Grant Date. Notwithstanding the foregoing, an Incentive Stock Option may be granted with an Option Exercise Price lower than that set forth in the preceding sentence if such Option is granted pursuant to an assumption or substitution for another option in a manner satisfying the provisions of Section 424(a) of the Code.

6.3 Exercise Price of a Non-qualified Stock Option. The Option Exercise Price of each Non-qualified Stock Option shall be not less than 100% of the Fair Market Value of the Common Stock subject to the Option on the Grant Date. Notwithstanding the foregoing, a Non-qualified Stock Option may be granted with an Option Exercise Price lower than that set forth in the preceding sentence if such Option is granted pursuant to an assumption or substitution for another option in a manner satisfying the provisions of Section 409A of the Code.

6.4 Consideration. The Option Exercise Price of Common Stock acquired pursuant to an Option shall be paid, to the extent permitted by applicable statutes and regulations, either (a) in cash or by certified or bank check at the time the Option is exercised; or (b) in the discretion of the Committee, upon such terms as the Committee shall approve: (i) by a "cashless" exercise program established and approved by the Committee; (ii) by any combination of the methods described in (a) and (b) of this **Section 6.4**; or (iii) in any other form of legal consideration that may be acceptable to the Committee. Notwithstanding the foregoing, during any period for which the Common Stock is publicly traded (*i.e.*, the Common Stock is listed on any established stock exchange or a national market system) an exercise by a Director or Officer that involves or may involve a direct or indirect extension of credit or arrangement of an extension of credit by the Company, directly or indirectly, in violation of Section 402(a) of the Sarbanes-Oxley Act of 2002 shall be prohibited with respect to any Award under the Plan.

6.5 Transferability of an Incentive Stock Option. An Incentive Stock Option shall not be transferable except by will or by the laws of descent and distribution and shall be exercisable during the lifetime of the Option Holder only by the Option Holder. Notwithstanding the foregoing, the Option Holder may, by delivering written notice to the Company, in a form satisfactory to the Company, designate a third party who, in the event of the death of the Option Holder, shall thereafter be entitled to exercise the Option.

6.6 Transferability of a Non-qualified Stock Option. A Non-qualified Stock Option may, in the sole discretion of the Committee, be transferable to a Permitted Transferee, upon written approval by the Committee to the extent provided in the Award Agreement. If the Non- qualified Stock Option does not provide for transferability, then the Non-qualified Stock Option shall not be transferable except by will or by the laws of descent and distribution and shall be exercisable during the lifetime of the Option Holder only by the Option Holder. Notwithstanding the foregoing, the Option Holder may, by delivering written notice to the Company, in a form satisfactory to the Company, designate a third party who, in the event of the death of the Option Holder, shall thereafter be entitled to exercise the Option.

6.7 Vesting of Options. Each Option may, but need not, vest and therefore become exercisable in periodic installments that may, but need not, be equal. The Option may be subject to such other terms and conditions on the time or times when it may be exercised (which may be based on performance or other criteria) as the Committee may deem appropriate. The vesting provisions of individual Options may vary. No Option may be exercised for a fraction of a share of Common Stock. Subject to Section 409A of the Code, the Committee may, but shall not be required to, provide for an acceleration of vesting and exercisability in the terms of any Award Agreement upon the occurrence of a specified event.

6.8 Termination of Continuous Service. Unless otherwise provided in an Award Agreement or in an employment agreement the terms of which have been approved by the Committee, in the event an Option Holder's Continuous Service terminates (other than upon the Option Holder's death or Disability), the Option Holder may exercise his or her Option (to the extent that the Option Holder was entitled to exercise such Option as of the date of termination) but only within such period of time ending on the earlier of (a) the date three (3) months following the termination of the Option Holder's Continuous Service or (b) the expiration of the term of the Option as set forth in the Award Agreement; *provided that,* if the termination of Continuous Service is by the Company for Cause, all outstanding Options (whether or not vested) shall immediately terminate and cease to be exercisable. If, after termination, the Option Holder does not exercise his or her Option within the time specified in the Award Agreement, the Option shall terminate.

6.9 Extension of Termination Date. An Option Holder's Award Agreement may also provide that if the exercise of the Option following the termination of the Option Holder's Continuous Service for any reason would be prohibited at any time because the issuance of shares of Common Stock would violate the registration requirements under the Securities Act or any other state or federal securities law or the rules of any securities exchange or interdealer quotation system, then the Option shall terminate on the earlier of (a) the expiration of the term of the Option in accordance with **Section 6.1;** or (b) the expiration of a period after termination of the Participant's Continuous Service that is no more than thirty (30) days after the end of the period during which the exercise of the Option would be in violation of United States state or federal, or foreign, securities law requirements.

6.10 Disability of Option Holder. Unless otherwise provided in an Award Agreement, in the event that an Option Holder's Continuous Service terminates as a result of the Option Holder's Disability, the Option Holder may exercise his or her Option (to the extent that the Option Holder was entitled to exercise such Option as of the date of termination), but only within such period of time ending on the earlier of (a) the date twelve (12) months following such termination; or (b) the expiration of the term of the Option as set forth in the Award Agreement. If, after termination, the Option Holder does not exercise his or her Option within the time specified herein or in the Award Agreement, the Option shall terminate.

6.11 Death of Option Holder. Unless otherwise provided in an Award Agreement, in the event an Option Holder's Continuous Service terminates as a result of the Option Holder's death, then the Option may be exercised (to the extent the Option Holder was entitled to exercise such Option as of the date of death) by the Option Holder's estate, by a person who acquired the right to exercise the Option by bequest or inheritance or by a person designated to exercise the Option upon the Option Holder's death, but only within the period ending on the earlier of (a) the date twelve (12) months following the date of death; or (b) the expiration of the term of such Option as set forth in the Award Agreement. If, after the Option Holder's death, the Option is not exercised within the time specified herein or in the Award Agreement, the Option shall terminate.

6.12 Incentive Stock Option $100,000 Limitation. To the extent that the aggregate Fair Market Value (determined at the Grant Date) of Common Stock with respect to which Incentive Stock Options are exercisable for the first time by any Option Holder during any calendar year (under all plans of the Company and its Affiliates) exceeds $100,000, the Options or portions thereof which exceed such limit (according to the order in which they were granted) shall be treated as Non-qualified Stock Options.

7. Provisions of Awards Other Than Options.

7.1 Stock Appreciation Rights.

(a) *General*. Each Stock Appreciation Right granted under the Plan shall be evidenced by an Award Agreement. Each Stock Appreciation Right so granted shall be subject to the conditions set forth in this **Section 7.1**, and to such other conditions not inconsistent with the Plan as may be reflected in the applicable Award Agreement. Stock Appreciation Rights may be granted alone ("**Free Standing Rights**") or in tandem with an Option granted under the Plan ("**Related Rights**").

(b) *Grant Requirements*. Any Related Right that relates to a Non-qualified Stock Option may be granted at the same time the Option is granted or at any time thereafter but before the exercise or expiration of the Option. Any Related Right that relates to an Incentive Stock Option must be granted at the same time the Incentive Stock Option is granted.

(c) *Term of Stock Appreciation Rights*. The term of a Stock Appreciation Right granted under the Plan shall be determined by the Committee; *provided, however,* no Stock Appreciation Right shall be exercisable later than the tenth anniversary of the Grant Date.

(d) *Vesting of Stock Appreciation Right*. Each Stock Appreciation Right may, but need not, vest and therefore become exercisable in periodic installments that may, but need not, be equal. The Stock Appreciation Right may be subject to such other terms and conditions on the time or times when it may be exercised as the Committee may deem appropriate. The vesting provisions of individual Stock Appreciation Rights may vary. No Stock Appreciation Right may be exercised for a fraction of a share of Common Stock. Subject to compliance with Section 409A of the Code, the Committee may, but shall not be required to, provide for an acceleration of vesting and exercisability in the terms of any Stock Appreciation Right upon the occurrence of a specified event.

(e) *Exercise and Payment*. Upon exercise of a Stock Appreciation Right, the holder shall be entitled to receive from the Company an amount equal to the number of shares of Common Stock subject to the Stock Appreciation Right that is being exercised multiplied by the excess of (i) the Fair Market Value of a share of Common Stock on the date the Award is exercised, over (ii) the exercise price specified in the Stock Appreciation Right or related Option (which shall be Fair Market Value as of the Grant Date). Payment with respect to the exercise of a Stock Appreciation Right shall be made on the date of exercise. Payment shall be made in the form of shares of Common Stock already in issue (with or without restrictions as to substantial risk of forfeiture and transferability, as determined by the Committee in its sole discretion), cash or a combination thereof, as determined by the Committee.

(f) *Exercise Price*. The exercise price of a Free Standing Stock Appreciation Right shall be determined by the Committee (which shall be no less than the Fair Market Value as of the Grant Date). A Related Right granted simultaneously with or subsequent to the grant of an Option and in conjunction therewith or in the alternative thereto shall have the same exercise price as the related Option, shall be transferable only upon the same terms and conditions as the related Option, and shall be exercisable only to the same extent as the related Option; *provided, however,* that a Stock Appreciation Right, by its terms, shall be exercisable only when the Fair Market Value per share of Common Stock subject to the Stock Appreciation Right and related Option exceeds the exercise price per share thereof and no Stock Appreciation Rights may be granted in tandem with an Option unless the Committee determines that the requirements of **Section 7.1(b)** are satisfied.

(g) *Reduction in the Underlying Option Shares*. Upon any exercise of a Related Right, the number of shares of Common Stock for which any related Option shall be exercisable shall be reduced by the number of shares for which the Stock Appreciation Right has been exercised. The number of shares of Common Stock for which a Related Right shall be exercisable shall be reduced upon any exercise of any related Option by the number of shares of Common Stock for which such Option has been exercised.

7.2 Restricted Awards.

(a) *General*. A Restricted Award is an Award of actual shares of Common Stock ("**Restricted Stock**") or hypothetical Common Stock units ("**Restricted Stock Units**") having a value equal to the Fair Market Value of an identical number of shares of Common Stock, which may, but need not, provide that such Restricted Award may not be sold, assigned, transferred or otherwise disposed of, pledged or hypothecated as collateral for a loan or as security for the performance of any obligation or for any other purpose for such period (the "**Restricted Period**") as the Committee shall determine. Each Restricted Award granted under the Plan shall be evidenced by an Award Agreement. Each Restricted Award so granted shall be subject to the conditions set forth in this **Section 7.2**, and to such other conditions not inconsistent with the Plan as may be reflected in the applicable Award Agreement.

(b) *Restricted Stock and Restricted Stock Units*.

(i) Each Participant granted Restricted Stock shall execute and deliver to the Company an Award Agreement with respect to the Restricted Stock setting forth the restrictions and other terms and conditions applicable to such Restricted Stock. If the Committee determines that the Restricted Stock shall be held by the Company or (to the extent permitted by the laws of England and Wales) in escrow rather than delivered to the Participant pending the release of the applicable restrictions, the Committee may require the Participant to additionally execute and deliver to the Company (A) an escrow agreement satisfactory to the Committee, if applicable; and (B) the appropriate blank stock power with respect to the Restricted Stock covered by such agreement. If a Participant fails to execute an agreement evidencing an Award of Restricted Stock and, if applicable, an escrow agreement and stock power, the Award shall be null and void. Subject to the restrictions set forth in the Award, the Participant generally shall have the rights and privileges of a shareholder as to such Restricted Stock, including the right to vote such Restricted Stock and the right to receive dividends; *provided that,* any cash dividends and stock dividends with respect to the Restricted Stock shall be withheld by the Company for the Participant's account, and interest may be credited on the amount of the cash dividends withheld at a rate and subject to such terms as determined by the Committee. The cash dividends or stock dividends so withheld by the Committee and attributable to any particular share of Restricted Stock (and earnings thereon, if applicable) shall be distributed to the Participant in cash or, at the discretion of the Committee, in shares of Common Stock having a Fair Market Value equal to the amount of such dividends, if applicable, upon, and at the same time as, the release of restrictions on such share and, if such share is forfeited, the Participant shall have no right to such dividends.

(ii) The terms and conditions of a grant of Restricted Stock Units shall be reflected in an Award Agreement. No shares of Common Stock shall be issued at the time a Restricted Stock Unit is granted, and the Company will not be required to set aside a fund for the payment of any such Award. A Participant shall have no voting rights with respect to any Restricted Stock Units granted hereunder. Subject to compliance with Section 409A of the Code, the Committee may also grant Restricted Stock Units with a deferral feature, whereby settlement is deferred beyond the vesting date until the occurrence of a future payment date or event set forth in an Award Agreement ("**Deferred Stock Units**"). At the discretion of the Committee, each Restricted Stock Unit or Deferred Stock Unit (representing one share of Common Stock) may be credited with cash and stock dividends paid by the Company in respect of one share of Common Stock ("**Dividend Equivalents**"). Dividend Equivalents, which shall be payable in the manner provided for in the applicable Award Agreement.

(c) *Restrictions*.

(i) Restricted Stock awarded to a Participant shall be subject to the following restrictions until the expiration of the Restricted Period, and to such other terms and conditions as may be set forth in the applicable Award Agreement: (A) if an escrow arrangement is used, the Participant shall not be entitled to delivery of the stock certificate; (B) the shares shall be subject to the restrictions on transferability set forth in the Award Agreement; (C) the shares shall be subject to forfeiture to the extent provided in the applicable Award Agreement; and (D) to the extent such shares are forfeited, the stock certificates shall be returned to the Company, and all rights of the Participant to such shares and as a shareholder with respect to such shares shall terminate without further obligation on the part of the Company.

(ii) Restricted Stock Units and Deferred Stock Units awarded to any Participant shall be subject to (A) forfeiture until the expiration of the Restricted Period, and satisfaction of any applicable Performance Goals during such period, to the extent provided in the applicable Award Agreement, and to the extent such Restricted Stock Units or Deferred Stock Units are forfeited, all rights of the Participant to such Restricted Stock Units or Deferred Stock Units shall terminate without further obligation on the part of the Company; and (B) such other terms and conditions as may be set forth in the applicable Award Agreement.

(iii) The Committee shall have the authority to remove any or all of the restrictions on the Restricted Stock, Restricted Stock Units and Deferred Stock Units whenever it may determine that, by reason of changes in Applicable Laws or other changes in circumstances arising after the date the Restricted Stock or Restricted Stock Units or Deferred Stock Units are granted, such action is appropriate.

(d) *Restricted Period*. With respect to Restricted Awards, the Restricted Period shall commence on the Grant Date and end at the time or times set forth on a schedule established by the Committee in the applicable Award Agreement.

No Restricted Award may be granted or settled for a fraction of a share of Common Stock. Subject to compliance with Section 409A of the Code, the Committee may, but shall not be required to, provide for an acceleration of vesting in the terms of any Award Agreement upon the occurrence of a specified event.

(e) *Delivery of Restricted Stock and Settlement of Restricted Stock Units*. Upon the expiration of the Restricted Period with respect to any shares of Restricted Stock, the restrictions set forth in **Section 7.2(c)** and the applicable Award Agreement shall be of no further force or effect with respect to such shares, except as set forth in the applicable Award Agreement. If an escrow arrangement is used, upon such expiration, the Company shall deliver to the Participant, or his or her beneficiary, without charge, the stock certificate evidencing the shares of Restricted Stock which have not then been forfeited and with respect to which the Restricted Period has expired (to the nearest full share) and any cash dividends or stock dividends credited to the Participant's account with respect to such Restricted Stock and the interest thereon, if any. Subject to compliance with Section 409A of the Code, upon the expiration of the Restricted Period with respect to any outstanding Restricted Stock Units, or at the expiration of the deferral period with respect to any outstanding Deferred Stock Units, the Company shall deliver to the Participant, or his or her beneficiary, without charge, one share of Common Stock for each such outstanding vested Restricted Stock Unit or Deferred Stock Unit ("**Vested Unit**") and cash equal to any Dividend Equivalents credited with respect to each such Vested Unit in accordance with **Section 7.2(b)(ii)** hereof and the interest thereon or, at the discretion of the Committee, in shares of Common Stock having a Fair Market Value equal to such Dividend Equivalents and the interest thereon, if any; *provided, however,* that, if explicitly provided in the applicable Award Agreement, the Committee may, in its sole discretion, elect to pay cash or part cash and part Common Stock in lieu of delivering only shares of Common Stock for Vested Units. If a cash payment is made in lieu of delivering shares of Common Stock, the amount of such payment shall be equal to the Fair Market Value of the Common Stock as of the date on which the Restricted Period lapsed in the case of Restricted Stock Units, or the delivery date in the case of Deferred Stock Units, with respect to each Vested Unit.

(f) *Stock Restrictions*. Each certificate representing Restricted Stock awarded under the Plan shall bear a legend in such form as the Company deems appropriate.

7.3 Performance Share Awards.

(a) *Grant of Performance Share Awards*. Each Performance Share Award granted under the Plan shall be evidenced by an Award Agreement. Each Performance Share Award so granted shall be subject to the conditions set forth in this **Section 7.3**, and to such other conditions not inconsistent with the Plan as may be reflected in the applicable Award Agreement. The Committee shall have the discretion to determine: (i) the number of shares of Common Stock or stock-denominated units subject to a Performance Share Award granted to any Participant; (ii) the performance period applicable to any Award; (iii) the conditions that must be satisfied for a Participant to earn an Award; and (iv) the other terms, conditions and restrictions of the Award. At the discretion of the Committee, each Performance Share Award may be credited with Dividend Equivalents, which shall be payable in the manner provided for in the applicable Award Agreement.

(b) *Earning Performance Share Awards*. The number of Performance Shares earned by a Participant will depend on the extent to which the performance goals established by the Committee are attained within the applicable Performance Period, as determined by the Committee. No payout shall be made with respect to any Performance Share Award except upon written certification by the Committee that the minimum threshold performance goal(s) have been achieved.

7.4 Performance Compensation Awards.

(a) *General*. The Committee shall have the authority, at the time of grant of any Award described in the Plan (other than Options and Stock Appreciation Rights granted with an exercise price equal to or greater than the Fair Market Value per share of Common Stock on the Grant Date), to designate such Award as a Performance Compensation Award for any purpose. In addition, the Committee shall have the authority to make an Award of a cash bonus to any Participant and designate such Award as a Performance Compensation Award for any purpose.

(b) *Eligibility*. The Committee will, in its sole discretion, designate (and within the first ninety (90) days of a Performance Period (or longer if permitted by Applicable Laws) to the extent that the Company intends to rely on the performance-based deferral election rules under Section 409A of the Code) which Participants will be eligible to receive Performance Compensation Awards in respect of such Performance Period. However, designation of a Participant eligible to receive an Award hereunder for a Performance Period shall not in any manner entitle the Participant to receive payment in respect of any Performance Compensation Award for such Performance Period. The determination as to whether or not such Participant becomes entitled to payment in respect of any Performance Compensation Award shall be decided solely in accordance with the provisions of this **Section 7.4**. Moreover, designation of a Participant eligible to receive an Award hereunder for a particular Performance Period shall not require designation of such Participant eligible to receive an Award hereunder in any subsequent Performance Period and designation of one person as a Participant eligible to receive an Award hereunder shall not require designation of any other person as a Participant eligible to receive an Award hereunder in such period or in any other period.

(c) *Discretion of Committee with Respect to Performance Compensation Awards*. With regard to a particular Performance Period, the Committee shall have full discretion to select the length of such Performance Period (provided any such Performance Period shall be not less than one fiscal quarter in duration), the type(s) of Performance Compensation Awards to be issued, the Performance Criteria that will be used to establish the Performance Goal(s), the kind(s) and/or level(s) of the Performance Goal(s) that is (are) to apply to the Award and the Performance Formula. To the extent that the Company intends to rely on the performance-based deferral election rules under Section 409A of the Code, then, within the first ninety (90) days of a Performance Period (or longer if permitted by Applicable Laws), the Committee shall, with regard to the Performance Compensation Awards to be issued for such Performance Period, exercise its discretion with respect to each of the matters enumerated in the immediately preceding sentence of this **Section 7.4(c)** and record the same in writing.

(d) *Payment of Performance Compensation Awards*.

(i) *Condition to Receipt of Payment*. Unless otherwise provided in the applicable Award Agreement, a Participant must be employed by the Company on the last day of a Performance Period to be eligible for payment in respect of a Performance Compensation Award for such Performance Period.

(ii) *Limitation*. A Participant shall be eligible to receive payment in respect of a Performance Compensation Award only to the extent that: (A) the Performance Goals for such period are achieved; and (B) the Performance Formula as applied against such Performance Goals determines that all or some portion of such Participant's Performance Compensation Award has been earned for the Performance Period.

(iii) *Certification*. Following the completion of a Performance Period, the Committee shall review and certify in writing whether, and to what extent, the Performance Goals for the Performance Period have been achieved and, if so, calculate and certify in writing the amount of the Performance Compensation Awards earned for the period based upon the Performance Formula. The Committee shall then determine the actual size of each Participant's Performance Compensation Award for the Performance Period.

(iv) *Timing of Award Payments*. Performance Compensation Awards granted for a Performance Period shall be paid to Participants as soon as administratively practicable following completion of the certifications required by this **Section 7.4** but in no event later than 2 ½ months following the end of the Fiscal Year during which the Performance Period is completed, unless the Performance Criteria utilized to determine payout for the Performance Period is incomplete, at which point the Committee will work with the Executive Directors to assess performance in a reasonable timeframe so long as permitted by Applicable Laws.

(v) *Maximum Award Payable*. Notwithstanding any provision contained in the Plan to the contrary, the maximum Performance Compensation Award payable to any one Participant under the Plan for a Performance Period (excluding any Options and Stock Appreciation Rights) may be limited to a number of shares of Common Stock or, in the event such Performance Compensation Award is paid in cash, the equivalent cash value thereof on the first or last day of the Performance Period to which such Award relates, as determined by the Committee. The maximum amount that can be paid in any calendar year to any Participant pursuant to a cash bonus Award described in the last sentence of **Section 7.4(a)** may be limited to a dollar amount. Furthermore, any Performance Compensation Award that has been deferred shall not (between the date as of which the Award is deferred and the payment date) increase (A) with respect to a Performance Compensation Award that is payable in cash, by a measuring factor for each Fiscal Year greater than a reasonable rate of interest set by the Committee; or (B) with respect to a Performance Compensation Award that is payable in shares of Common Stock, by an amount greater than the appreciation of a share of Common Stock from the date such Award is deferred to the payment date.

8. Securities Law Compliance. Each Award Agreement shall provide that no shares of Common Stock shall be purchased or sold thereunder unless and until (a) any then applicable requirements of state or federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel and (b) if required to do so by the Company, the Participant has executed and delivered to the Company a letter of investment intent in such form and containing such provisions as the Committee may require. The Company shall use reasonable efforts to seek to obtain from each regulatory commission or agency having jurisdiction over the Plan such authority as may be required to grant Awards and to issue and sell shares of Common Stock upon exercise of the Awards; *provided, however,* that this undertaking shall not require the Company to register under the Securities Act the Plan, any Award or any Common Stock issued or issuable pursuant to any such Award. If, after reasonable efforts, the Company is unable to obtain from any such regulatory commission or agency the authority which counsel for the Company deems necessary for the lawful issuance and sale of Common Stock under the Plan, the Company shall be relieved from any liability for failure to issue and sell Common Stock upon exercise of such Awards unless and until such authority is obtained.

9. Use of Proceeds from Stock. Proceeds from the sale of Common Stock pursuant to Awards, or upon exercise thereof, shall constitute general funds of the Company.

10. Miscellaneous.

10.1 Acceleration of Exercisability and Vesting. Subject to compliance with Section 409A of the Code, Committee shall have the power to accelerate the time at which an Award may first be exercised or the time during which an Award or any part thereof will vest in accordance with the Plan, notwithstanding the provisions in the Award stating the time at which it may first be exercised or the time during which it will vest.

10.2 Shareholder Rights. Except as provided in the Plan or an Award Agreement, no Participant shall be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Common Stock subject to such Award unless and until such Participant has satisfied all requirements for exercise of the Award pursuant to its terms and no adjustment shall be made for dividends (ordinary or extraordinary, whether in cash, securities or other property) or distributions of other rights for which the record date is prior to the date such Common Stock certificate is issued, except as provided in **Section 11** hereof.

10.3 No Employment or Other Service Rights. Nothing in the Plan or any instrument executed or Award granted pursuant thereto shall confer upon any Participant any right to continue to serve the Company or an Affiliate in the capacity in effect at the time the Award was granted or shall affect the right of the Company or an Affiliate to terminate (a) the employment of an Employee with or without notice and with or without Cause; or (b) the service of a Director pursuant to the By-laws of the Company or an Affiliate, and any applicable provisions of the corporate law of the state in which the Company or the Affiliate is incorporated, as the case may be.

10.4 Transfer; Approved Leave of Absence. For purposes of the Plan, no termination of employment by an Employee shall be deemed to result from either (a) a transfer of employment to the Company from an Affiliate or from the Company to an Affiliate, or from one Affiliate to another; or (b) an approved leave of absence for military service or sickness, or for any other purpose approved by the Company, if the Employee's right to reemployment is guaranteed either by a statute or by contract or under the policy pursuant to which the leave of absence was granted or if the Committee otherwise so provides in writing, in either case, except to the extent inconsistent with Section 409A of the Code if the applicable Award is subject thereto.

10.5 Withholding Obligations. To the extent provided by the terms of an Award Agreement and subject to the discretion of the Committee, the Participant may satisfy any federal, state or local tax withholding obligation relating to the exercise or acquisition of Common Stock under an Award by any of the following means (subject to Section 409A of the Code, in addition to the Company's right to withhold from any compensation paid to the Participant by the Company) or by a combination of such means: (a) tendering a cash payment; (b) authorizing the Company to withhold shares of Common Stock from the shares of Common Stock otherwise issuable to the Participant as a result of the exercise or acquisition of Common Stock under the Award, *provided, however,* that no shares of Common Stock are withheld with a value exceeding the minimum amount of tax required to be withheld by law; or (c) delivering to the Company previously owned and unencumbered shares of Common Stock of the Company.

11. Adjustments Upon Changes in Stock. In the event of changes in the outstanding Common Stock or in the capital structure of the Company by reason of any stock or extraordinary cash dividend, stock split, reverse stock split, an extraordinary corporate transaction such as any recapitalization, reorganization, merger, consolidation, combination, exchange, or other relevant change in capitalization occurring after the Grant Date of any Award, Awards granted under the Plan and any Award Agreements, the exercise price of Options and Stock Appreciation Rights, the maximum number of shares of Common Stock subject to all Awards stated in **Section 4** and the maximum number of shares of Common Stock with respect to which any one person may be granted Awards during any period stated in **Section 4** and **Section 7.4(d)(vi)** will be equitably adjusted or substituted, as to the number and price of a share of Common Stock or other consideration subject to such Awards to the extent necessary to preserve the economic intent of such Award. In the case of adjustments made pursuant to this **Section 11**, unless the Committee specifically determines that such adjustment is in the best interests of the Company or its Affiliates, the Committee shall, in the case of Incentive Stock Options, ensure that any adjustments under this **Section 11** will not constitute a modification, extension or renewal of the Incentive Stock Options within the meaning of Section 424(h)(3) of the Code and in the case of Non-qualified Stock Options, ensure that any adjustments under this **Section 11** will not constitute a modification of such Non-qualified Stock Options within the meaning of Section 409A of the Code. Any adjustments made under this **Section 11** shall be made in a manner which does not adversely affect the exemption provided pursuant to Rule 16b-3 under the Exchange Act. The Company shall give each Participant notice of an adjustment hereunder and, upon notice, such adjustment shall be conclusive and binding for all purposes.

12. Effect of Change in Control.

12.1 Unless otherwise provided in an Award Agreement, notwithstanding any provision of the Plan to the contrary, in the event of a Change in Control:

(a) all Options and Stock Appreciation Rights shall become immediately exercisable with respect to 100% of the shares subject to such Options and Stock Appreciation Rights;

(b) the Restricted Period shall expire immediately with respect to 100% of the shares of Restricted Stock or Restricted Stock Units; and

(c) Performance Share Awards and Performance Compensation Awards shall immediately become due and payable in the manner provided for in the applicable Award Agreement.

To the extent practicable, any actions taken by the Committee under the immediately preceding clause (a) shall occur in a manner and at a time which allows affected Participants the ability to participate in the Change in Control with respect to the shares of Common Stock subject to their Awards.

12.2 In addition, subject to compliance with Section 409A of the Code, in the event of a Change in Control, the Committee may in its discretion and upon at least ten (10) days' advance notice to the affected persons, cancel any outstanding Awards and pay to the holders thereof, in cash or stock, or any combination thereof, the value of such Awards based upon the price per share of Common Stock received or to be received by other shareholders of the Company in the event. In the case of any Option or Stock Appreciation Right with an exercise price (or SAR Exercise Price in the case of a Stock Appreciation Right) that equals or exceeds the price paid for a share of Common Stock in connection with the Change in Control, the Committee may cancel the Option or Stock Appreciation Right without the payment of consideration therefor.

12.3 The obligations of the Company under the Plan shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to all or substantially all of the assets and business of the Company and its Affiliates, taken as a whole.

13. Amendment of the Plan and Awards.

13.1 Amendment of Plan. The Board at any time, and from time to time, may amend or terminate the Plan. However, except as provided in **Section 11** relating to adjustments upon changes in Common Stock and **Section 13.3**, no amendment shall be effective unless approved by the shareholders of the Company to the extent shareholder approval is necessary to satisfy any Applicable Laws. At the time of such amendment, the Board shall determine, upon advice from counsel, whether such amendment will be contingent on shareholder approval.

13.2 Shareholder Approval. The Board may, in its sole discretion, submit any other amendment to the Plan for shareholder approval, to the extent such approval is necessary to satisfy any Applicable Laws.

13.3 Contemplated Amendments. It is expressly contemplated that the Board may amend the Plan in any respect the Board deems necessary or advisable to provide eligible Employees and Executive Directors with the maximum benefits provided or to be provided under the provisions of the Code and the regulations promulgated thereunder relating to Incentive Stock Options or to the nonqualified deferred compensation provisions of Section 409A of the Code and/or to bring the Plan and/or Awards granted under it into compliance therewith.

13.4 No Impairment of Rights. Except as otherwise specifically provided herein or in an Award Agreement, rights under any Award granted before amendment of the Plan shall not be impaired by any amendment of the Plan unless (a) the Company requests the consent of the Participant; and (b) the Participant consents in writing.

13.5 Amendment of Awards. Subject to compliance with Section 409A of the Code, the Committee at any time, and from time to time, may amend the terms of any one or more Awards; *provided, however,* that the Committee may not affect any amendment which would otherwise constitute an impairment of the rights under any Award unless (a) the Company requests the consent of the Participant; and (b) the Participant consents in writing.

14. General Provisions.

14.1 Forfeiture Events. The Committee may specify in an Award Agreement that the Participant's rights, payments and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain events, in addition to applicable vesting conditions of an Award. Such events may include, without limitation, breach of non-competition, non-solicitation, confidentiality, or other restrictive covenants that are contained in the Award Agreement or otherwise applicable to the Participant, a termination of the Participant's Continuous Service for Cause, or other conduct by the Participant that is detrimental to the business or reputation of the Company and/or its Affiliates.

14.2 Clawback. Notwithstanding any other provisions in the Plan, any Award which is subject to recovery under any law, government regulation or stock exchange listing requirement, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement) as well as the Company's Malus and Clawback policy (as may be amended).

14.3 Other Compensation Arrangements. Nothing contained in the Plan shall prevent the Board from adopting other or additional compensation arrangements, subject to shareholder approval if such approval is required by Applicable Laws; and such arrangements may be either generally applicable or applicable only in specific cases.

14.4 Sub-plans. The Committee may from time to time establish sub-plans under the Plan for purposes of satisfying blue sky, securities, tax or other laws of various jurisdictions in which the Company intends to grant Awards. Any sub-plans shall contain such limitations and other terms and conditions as the Committee determines are necessary or desirable. All sub-plans shall be deemed a part of the Plan, but each sub-plan shall apply only to the Participants in the jurisdiction for which the sub-plan was designed.

14.5 Deferral of Awards. In accordance with Section 409A of the Code, the Committee may establish one or more programs under the Plan to permit selected Participants the opportunity to elect to defer receipt of consideration upon exercise of an Award, satisfaction of performance criteria, or other event that absent the election would entitle the Participant to payment or receipt of shares of Common Stock or other consideration under an Award. The Committee may establish the election procedures, the timing of such elections, the mechanisms for payments of, and accrual of interest or other earnings, if any, on amounts, shares or other consideration so deferred, and such other terms, conditions, rules and procedures that the Committee deems advisable for the administration of any such deferral program.

14.6 Unfunded Plan. The Plan shall be unfunded. Neither the Company, the Board nor the Committee shall be required to establish any special or separate fund or to segregate any assets to assure the performance of its obligations under the Plan.

14.7 Recapitalizations. Each Award Agreement shall contain provisions required to reflect the provisions of Section 11 or, if no such provisions are contained in such Award Agreement, such Award Agreement shall be subject to such provisions in any event.

14.8 Delivery. Upon exercise of a right granted under the Plan, the Company shall issue Common Stock or pay any amounts due within a reasonable period of time thereafter. Subject to any statutory or regulatory obligations the Company may otherwise have, for purposes of the Plan, thirty (30) days shall be considered a reasonable period of time.

14.9 No Fractional Shares. No fractional shares of Common Stock shall be issued or delivered pursuant to the Plan unless the Board or Committee, as applicable, determines that fractional shares may be issued. The Committee shall determine whether cash, additional Awards or other securities or property shall be issued or paid in lieu of fractional shares of Common Stock or whether any fractional shares should be rounded, forfeited or otherwise eliminated.

14.10 Other Provisions. The Award Agreements authorized under the Plan may contain such other provisions not inconsistent with the Plan, including, without limitation, restrictions upon the exercise of the Awards, as the Committee may deem advisable.

14.11 Section 409A. The Plan is intended to be exempt with respect to certain Awards, and to the extent not exempt, to comply with Section 409A of the Code to the extent subject thereto, and, accordingly, to the maximum extent permitted, the Plan shall be interpreted and administered to be in compliance therewith. Any payments described in the Plan that are due within the "short- term deferral period" as defined in Section 409A of the Code shall not be treated as deferred compensation unless Applicable Laws require otherwise. With respect to payments made, or to be made, hereunder upon a "termination of employment" that are subject to Section 409A of the Code, whether a "termination of employment" has occurred shall be determined in accordance with Treas. Reg. § 1.409A-1(h) as may be amended from time to time. Payments made hereunder that are subject to Section 409A of the Code may not be accelerated or delayed, except as specifically allowed under Section 409A of the Code. Notwithstanding anything to the contrary in the Plan, to the extent required to avoid accelerated taxation and tax penalties under Section 409A of the Code (as related to "specified employees"), amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to the Plan during the six (6) month period immediately following the Participant's termination of Continuous Service shall instead be paid on the first payroll date after the six-month anniversary of the Participant's separation from service (or the Participant's death, if earlier). Unless otherwise provided in an Award Agreement, it is intended that each installment payment, if any, provided under any Award Agreement that is subject to Section 409A of the Code will be treated as a "separate payment" for purposes of Section 409A of the Code. Notwithstanding the foregoing, neither the Company nor the Committee shall have any obligation to take any action to prevent the assessment of any excise tax or penalty on any Participant under Section 409A of the Code, and neither the Company nor the Committee will have any liability to any Participant for such tax or penalty.

14.12 Disqualifying Dispositions. Any Participant who shall make a "disposition" (as defined in Section 424 of the Code) of all or any portion of shares of Common Stock acquired upon exercise of an Incentive Stock Option within two (2) years from the Grant Date of such Incentive Stock Option or within one year after the issuance of the shares of Common Stock acquired upon exercise of such Incentive Stock Option (a "**Disqualifying Disposition**") shall be required to immediately advise the Company in writing as to the occurrence of the sale and the price realized upon the sale of such shares of Common Stock.

14.13 Section 16. It is the intent of the Company that the Plan satisfy, and be interpreted in a manner that satisfies, the applicable requirements of Rule 16b-3 as promulgated under Section 16 of the Exchange Act so that Participants will be entitled to the benefit of Rule 16b-3, any other rule promulgated under Section 16 of the Exchange Act, and will not be subject to short-swing liability under Section 16 of the Exchange Act. Accordingly, if the operation of any provision of the Plan would conflict with the intent expressed in this **Section 14.13**, such provision to the extent possible shall be interpreted and/or deemed amended so as to avoid such conflict.

14.14 Beneficiary Designation. Each Participant under the Plan may from time to time name any beneficiary or beneficiaries by whom any right under the Plan is to be exercised in case of such Participant's death. Each designation will revoke all prior designations by the same Participant, shall be in a form reasonably prescribed by the Committee and shall be effective only when filed by the Participant in writing with the Company during the Participant's lifetime.

14.15 Expenses. The costs of administering the Plan shall be paid by the Company.

14.16 Severability. If any of the provisions of the Plan or any Award Agreement is held to be invalid, illegal or unenforceable, whether in whole or in part, such provision shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions shall not be affected thereby.

14.17 Plan Headings. The headings in the Plan are for purposes of convenience only and are not intended to define or limit the construction of the provisions hereof.

14.18 Non-Uniform Treatment. The Committee's determinations under the Plan need not be uniform and may be made by it selectively among persons who are eligible to receive, or actually receive, Awards. Without limiting the generality of the foregoing, the Committee shall be entitled to make non-uniform and selective determinations, amendments and adjustments, and to enter into non-uniform and selective Award Agreements.

14.19 Data Privacy. The Company will hold, collect and otherwise process certain personal data as set out in the Company's privacy notice, which is on the intranet. All personal data will be treated in accordance with applicable data protection laws and regulations.

15. Effective Date of Plan. The Plan became effective as of the Effective Date; *provided that* any amendment to a provision of the Plan subsequent to the date of initial adoption of the Plan by the Board shall be effective as of the date of such amendment.

16. Choice of Law. The law of the State of Alabama shall govern all questions concerning the construction, validity and interpretation of the Plan, without regard to such state's conflict of law rules.

17. Conflicts. To the extent that a provision of the Plan is in direct conflict with any legally binding provision of a remuneration plan approved by a majority vote of the shareholders of the Company, then such provision of the Plan shall be deemed modified on a limited basis as necessary to meet the directly conflicting provision of said remuneration plan; *provided, however*, that nothing in this paragraph shall amend or modify the terms, obligations, or benefits of a previously made Award.

As initially adopted by the Board on January 30, 2017, and as amended and restated by the Board on May 11, 2020, and on March 29, 2021 (the "**Amended Effective Date**").

Exhibit 4.34

DIVERSIFIED ENERGY COMPANY PLC
EMPLOYEE STOCK PURCHASE PLAN

1. GENERAL; PURPOSE.

(a) The Plan provides a means by which Eligible Employees of the Company and certain designated Related Corporations may be given an opportunity to purchase Common Stock. The Plan permits the Company to grant a series of Purchase Rights to Eligible Employees under an Employee Stock Purchase Plan. The Company intends (but makes no undertaking or representation to maintain) the Plan to qualify as an Employee Stock Purchase Plan. The provisions of the Plan, accordingly, will be construed in a manner that is consistent with the requirements of Section 423 of the Code where applicable. In addition, the Company may make separate Offerings which vary in terms (provided that such terms are not inconsistent with the provisions of the Plan or the requirements of an Employee Stock Purchase Plan where applicable), and the Company will designate which Related Corporations are participating in each separate Offering.

(b) The Company, by means of the Plan, seeks to retain the services of such Eligible Employees, to secure and retain the services of new Eligible Employees and to provide incentives for such persons to exert maximum efforts for the success of the Company and its Related Corporations.

(c) Certain capitalized terms are defined in Section 16 herein.

2. ADMINISTRATION.

(a) The Plan shall be administered by the Committee; provided, however, the Board retains the concurrent authority to administer the Plan. Subject to the requirements of applicable law, the Committee may designate persons, other than members of the Committee, to carry out its responsibilities and may prescribe such conditions and limitations as it may deem appropriate. As used herein, the term "Administrator" shall refer to the Board, the Committee, or any other person(s) designated by the Committee to carry out its responsibilities, as may from time to time be responsible for administering the Plan. The Administrator shall have full power and authority, subject to the provisions of the Plan and subject to compliance with any applicable laws, rules, or regulations, to adopt such rules, regulations, guidelines and forms as it deems necessary for the proper administration of the Plan, to interpret the provisions and supervise the administration of the Plan, and to take all action in connection therewith or in relation thereto as it deems necessary or advisable. The Administrator's decisions, interpretations and determinations under the Plan, unless otherwise determined by the Board, shall be final and binding on all persons. The Company shall pay all expenses incurred in the administration of the Plan. The Administrator shall not be personally liable for any action, determination, or interpretation made in good faith with respect to the Plan, and the Administrator shall be fully indemnified by the Company with respect to any such action, determination, or interpretation.

(b) The Administrator may establish sub-plans (which need not qualify under Section 423 of the Code) and initiate separate Offerings through such sub-plans for the purpose of (i) facilitating participation in the Plan by non-U.S. employees in compliance with foreign laws and regulations without affecting the qualification of the remainder of the Plan under Section 423 of the Code or (ii) qualifying the Plan for preferred tax treatment under U.S. or foreign tax laws (which sub-plans, at the Administrator's discretion, may provide for allocations of the authorized Common Stock reserved for issuance under the Plan as set forth in Section 3(a)). The rules, guidelines, and forms of such sub-plans (or the Offerings thereunder) may take precedence over other provisions of the Plan, with the exception of Section 3(a), Section 4, Section 6(a), and Section 6(d), but, unless otherwise superseded by the terms of such sub-plan, the provisions of the Plan shall govern the operation of such sub-plan. Alternatively, and in order to comply with the laws of a domestic or foreign jurisdiction, the Administrator shall have the power, in its discretion, to grant options in an Offering to citizens or residents of a non-U.S. jurisdiction (without regard to whether they are also citizens of the United States or resident aliens) that provides terms which are less favorable than the terms of options granted under the same Offering to employees residing in the United States, subject to compliance with Section 423 of the Code.

3. COMMON STOCK SUBJECT TO THE PLAN.

(a) Subject to the provisions of Section 10(a) relating to Capitalization Adjustments, the maximum number of shares of Common Stock that may be issued under the Plan shall not exceed 6,000,000 shares of Common Stock.

(b) If any Purchase Right granted under the Plan terminates without having been exercised in full, the Common Stock not purchased under such Purchase Right will again become available for issuance under the Plan.

(c) The shares purchasable under the Plan will be shares of Common Stock purchased in the open market and held by the Company's Employee Benefit Trust, in accordance with applicable law.

4. GRANT OF PURCHASE RIGHTS; OFFERING.

The Administrator may from time to time grant or provide for the grant of Purchase Rights to Eligible Employees under an Offering (consisting of one or more Purchase Periods) on an Offering Date or Offering Dates selected by the Administrator. Each Offering will be in such form and will contain such terms and conditions as the Administrator will deem appropriate, and will comply with applicable law and ensure that all Eligible Employees granted Purchase Rights will have the same rights and privileges, unless otherwise deemed necessary to comply with applicable law. The terms and conditions of an Offering shall be incorporated by reference into the Plan and treated as part of the Plan. The provisions of separate Offerings need not be identical, but each Offering will include (through incorporation of the provisions of this Plan by reference in the document comprising the Offering or otherwise) the period during which the Offering will be effective, which period will not exceed twenty-seven (27) months beginning with the Offering Date, and the substance of the provisions contained in Sections 5 through 8, inclusive.

5. ELIGIBILITY.

(a) Purchase Rights may be granted only to Employees of the Company or, as the Administrator may designate in accordance with this Plan, to Employees of a Related Corporation. Except as provided in Section 5(b) or as required by applicable law, an Employee will not be eligible to be granted Purchase Rights unless, on the Offering Date, the Employee has been in the employ of the Company or the Related Corporation, as the case may be, for such continuous period preceding such Offering Date as the Administrator may require, but in no event will the required period of continuous employment be equal to or greater than two (2) years. In addition, the Administrator may provide that an Employee may not be eligible to be granted Purchase Rights under the Plan unless, on the Offering Date, such Employee's customary employment with the Company or the Related Corporation is more than twenty (20) hours per week and more than five (5) months per calendar year or such other criteria as the Administrator may determine consistent with Section 423 of the Code. Unless otherwise specified in the Offering, an Employee must be employed with the Company or, as the Administrator may designate in accordance with Section 2(b), a Related Corporation in good standing to be eligible to be granted Purchase Rights.

(b) The Administrator may provide that each person who, during the course of an Offering, first becomes an Eligible Employee will, on a date or dates specified in the Offering which coincides with the day on which such person becomes an Eligible Employee, or which occurs thereafter, receive a Purchase Right under that Offering, which Purchase Right will thereafter be deemed to be a part of that Offering. Such Purchase Right will have the same characteristics as any Purchase Rights originally granted under that Offering, as described herein, except that:

i. the date on which such Purchase Right is granted will be the "Offering Date" of such Purchase Right for all purposes, including determination of the exercise price of such Purchase Right;

ii. the period of the Offering with respect to such Purchase Right will begin on its Offering Date and end coincident with the end of such Offering; and

iii. the Administrator may provide that if such person first becomes an Eligible Employee within a specified period of time before the end of the Offering, he or she will not receive any Purchase Right under that Offering.

(c) No Employee will be eligible for the grant of any Purchase Rights if, immediately after any such Purchase Rights are granted, such Employee owns shares possessing five percent (5%) or more of the total combined voting power or value of all classes of all shares of the Company or of any Related Corporation. For purposes of this Section 5(c), the rules of Section 424(d) of the Code will apply in determining the share ownership of any Employee, and shares which such Employee may purchase under all outstanding Purchase Rights and options will be treated as shares owned by such Employee.

(d) As specified by Section 423(b)(8) of the Code, an Eligible Employee may be granted Purchase Rights only if such Purchase Rights, together with any other rights granted under all Employee Stock Purchase Plans of the Company and any Related Corporations, do not permit such Eligible Employee's rights to purchase shares of the Company or any Related Corporation to accrue at a rate which, when aggregated, exceeds $25,000 USD of Fair Market Value of such shares (determined at the time such rights are granted, and which, with respect to the Plan, will be determined as of their respective Offering Dates) for each calendar year in which such rights are outstanding at any time.

(e) Officers of the Company and any designated Related Corporation, if they are otherwise Eligible Employees, will be eligible to participate in Offerings under the Plan. Notwithstanding the foregoing, the Administrator may provide in an Offering that Employees who are highly compensated Employees within the meaning of Section 423(b)(4)(D) of the Code will not be eligible to participate.

6. PURCHASE RIGHTS; PURCHASE PRICE.

(a) On each Offering Date, each Eligible Employee, pursuant to an Offering made under the Plan, will be granted a Purchase Right to purchase up to that number of shares of Common Stock purchasable either with a percentage or with a maximum dollar amount, as designated by the Administrator, but in either case not exceeding fifteen percent (15%) of such Employee's compensation (as defined by the Administrator in each Offering) during the period that begins on the Offering Date (or such later date as the Administrator determines for a particular Offering) and ends on the date stated in the Offering Document, which date will be no later than the end of the Offering.

(b) The Administrator will establish one (1) (or more than one (1), if the Administrator deems advisable) Purchase Dates during an Offering on which Purchase Rights granted for that Offering will be exercised and shares of Common Stock will be purchased in accordance with such Offering.

(c) In connection with each Offering made under the Plan, the Administrator may specify (i) a maximum number of shares of Common Stock that may be purchased by any Participant on any Purchase Date during such Offering, (ii) a maximum aggregate number of shares of Common Stock that may be purchased by all Participants pursuant to such Offering, (iii) a maximum aggregate number of shares of Common Stock that may be purchased by all Participants on any Purchase Date under the Offering, and/or (iv) a maximum and/or minimum Contribution. If the aggregate purchase of Common Stock issuable upon exercise of Purchase Rights granted under the Offering would exceed any such maximum aggregate number, then, in the absence of any Administrator action otherwise, a pro rata (based on each Participant's accumulated Contributions) allocation of the shares of Common Stock available will be made in as nearly a uniform manner as will be practicable and equitable.

(d) The purchase price of Common Stock acquired pursuant to a Purchase Right will be established by the Administrator, but will not be less than eighty-five percent (85%) of the lesser of:

i. the Fair Market Value of the Common Stock on the Offering Date; or

ii. the Fair Market Value of the Common Stock on the applicable Purchase Date.

7. PARTICIPATION; WITHDRAWAL; TERMINATION.

(a) An Eligible Employee may elect to participate in an Offering and authorize payroll deductions as the means of making Contributions by completing and delivering to the Company, within the time specified in the Offering, an enrollment form provided by the Company. The enrollment form will specify the amount of Contributions not to exceed the maximum amount specified by the Administrator. Each Participant's Contributions will be credited to a bookkeeping account for such Participant under the Plan and will be deposited with the general funds of the Company except where applicable law requires that Contributions be deposited with a third party. If permitted in the Offering, a Participant may begin such Contributions with the first practicable payroll occurring on or after the Offering Date (or, in the case of a payroll date that occurs after the end of the prior Offering but before the Offering Date of the next new Offering, Contributions from such payroll will be included in the new Offering). A Participant may thereafter reduce (including to zero) or increase his or her Contributions so long as it is permitted in the Offering, the Company's policies and under applicable law. If required under applicable law or specifically provided in the Offering, in addition to or instead of making Contributions by payroll deductions, a Participant may make Contributions through the payment by cash, check or wire transfer prior to a Purchase Date.

(b) During an Offering, a Participant may cease making Contributions and withdraw from the Offering by delivering to the Company a withdrawal form provided by the Company. The Company may impose a deadline before a Purchase Date for withdrawing. Upon such withdrawal, such Participant's Purchase Right in that Offering will immediately terminate and the Company will distribute as soon as practicable to such Participant all of his or her accumulated but unused Contributions and such Participant's Purchase Right in that Offering shall thereupon terminate. A Participant's withdrawal from that Offering will have no effect upon his or her eligibility to participate in any other Offerings under the
Plan, but such Participant will be required to deliver a new enrollment form to participate in subsequent Offerings.

(c) Unless otherwise required by applicable law, Purchase Rights granted pursuant to any Offering under the Plan will terminate immediately if the Participant either (i) is no longer an Employee for any reason or for no reason (subject to any post-employment participation period required by law) or (ii) is otherwise no longer eligible to participate under the terms of this Plan. The Company will distribute to such individual as soon as practicable all of his or her accumulated but unused Contributions. For purposes of this Plan, a Participant's employment will be considered terminated as of the date that participant is no longer actively providing services as an employee and will not be extended by any notice period (i.e., active service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where participant is employed or the terms of participant's employment agreement, if any, but is not actively providing services); the Administrator shall have the exclusive discretion to determine when the participant is no longer actively providing services for purposes of participation in the Plan.

(d) Unless otherwise determined by the Administrator, a Participant whose employment transfers or whose employment terminates with an immediate rehire (with no break in service) by or between the Company and a Related Corporation that has been designated for participation in the Plan will not be treated as having terminated employment for purposes of participating in the Plan or an Offering.

(e) During a Participant's lifetime, Purchase Rights will be exercisable only by such Participant. Purchase Rights are not transferable by a Participant, except by will, by the laws of descent and distribution, or, if permitted by the Company, by a beneficiary designation as described in Section 9.

(f) Unless otherwise specified in the Offering or required by applicable law, the Company will have no obligation to pay interest or earnings on Contributions.

8. EXERCISE OF PURCHASE RIGHTS.

(a) On each Purchase Date, each Participant's accumulated Contributions will be applied to the purchase of Common Stock, up to the maximum number of shares of Common Stock permitted by the Plan and the applicable Offering, at the purchase price specified in the Offering Document. No fractional shares will be issued unless provided for in the Offering.

(b) Unless otherwise provided in the Offering Document, if any amount of accumulated Contributions remains in a Participant's account after the purchase of Common Stock and such remaining amount is less than the amount required to purchase one share of Common Stock on the final Purchase Date of an Offering, then such remaining amount will be held in such Participant's account for the purchase of Common Stock under the next Offering under the Plan, unless such Participant withdraws from or is not eligible to participate in such next Offering, in which case such amount will be distributed to such Participant after the final Purchase Date without interest (unless the payment of interest is otherwise required by applicable law). Unless otherwise provided in the Offering Document, if the amount of Contributions remaining in a Participant's account after the purchase of Common Stock is at least equal to the amount required to purchase one (1) whole share of Common Stock on the final Purchase Date of an Offering, then such remaining amount will be distributed in full to such Participant after the final Purchase Date of such Offering without interest (unless the payment of interest is otherwise required by applicable law), unless such Participant elects to have such amounts held in such Participant's account for the purchase of Common Stock under the next Offering under the Plan and such Participant is eligible to participate in such next Offering.

(c) No Purchase Rights may be exercised to any extent unless the offer, sale and delivery of the Common Stock to be issued upon such exercise comply with (or are exempt from) all applicable requirements of law, including (without limitation), the Securities Act, the rules and regulations promulgated thereunder, U.S., state and foreign securities laws and regulations, and the regulations of any stock exchange or other securities market on which the Common Stock may then be traded. If on a Purchase Date the offer and sale of the Common Stock under the Plan or the Plan is not in such compliance, no Purchase Rights will be exercised on such Purchase Date, and the Purchase Date will be delayed until the offer and sale of the Common Stock under the Plan and the Plan are in material compliance, except that the Purchase Date will in no event be more than six (6) months from the Offering Date. If, on the Purchase Date, as delayed to the maximum extent permissible, the offer and sale of the Common Stock under the Plan or the Plan is not in material compliance with all applicable laws, as determined by the Company in its sole discretion, no Purchase Rights will be exercised and all accumulated but unused Contributions will be distributed as soon as practicable to the Participants without interest (unless the payment of interest is otherwise required by applicable law).

(d) If the Common Stock available for purchase for any Offering is insufficient to cover the number of whole shares of Common Stock which Participants have elected to purchase, then each Participant's Purchase Rights for such Offering Period shall be reduced to the number of whole shares of Common Stock which the Administrator shall determine by multiplying the number of shares of Common Stock available for the Offering by a fraction, the numerator of which shall be the number of shares of Common Stock for which such Participant would have been granted a Purchase Right if sufficient shares were available and the denominator of which shall be the total number of shares of Common Stock for which Purchase Rights would have been granted to all Participants if sufficient shares were available.

9. DESIGNATION OF BENEFICIARY.

(a) The Company may, but is not obligated to, permit a Participant to submit a form designating a beneficiary who will receive any Common Stock and/or Contributions from the Participant's account under the Plan if the Participant dies before such shares and/or Contributions are delivered to the Participant. The Company may, but is not obligated to, permit the Participant to change such designation of beneficiary. Any such designation and/or change must be on a form approved by the Company.

(b) If a Participant dies, and in the absence of a valid beneficiary designation, the Company will deliver any Common Stock and/or Contributions to the executor or administrator of the estate of the Participant. If no executor or administrator has been appointed (to the knowledge of the Company), the Company, in its sole discretion, may deliver such Common Stock and/or Contributions without interest (unless the payment of interest is otherwise required by applicable law), to the Participant's spouse, dependents or relatives, or if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate.

10. ADJUSTMENTS UPON CHANGES IN COMMON STOCK; CORPORATE TRANSACTIONS.

(a) In the event of a Capitalization Adjustment, the Administrator will appropriately and proportionately adjust: (i) the class(es) and maximum number of securities subject to the Plan pursuant to Section 3(a), (ii) the class(es) and number of securities subject to, and the purchase price applicable to outstanding Offerings and Purchase Rights, and (iii) the class(es) and number of securities that are the subject of the purchase limits under each ongoing Offering. The Administrator will make these adjustments, and its determination will be final, binding and conclusive.

(b) In the event of a Corporate Transaction, then: (i) any surviving company or acquiring company (or the surviving or acquiring company's parent company) may assume or continue outstanding Purchase Rights or may substitute similar rights (including a right to acquire the same consideration paid to the stockholders in the Corporate Transaction) for outstanding Purchase Rights, or (ii) if any surviving or acquiring company (or its parent company) does not assume or continue such Purchase Rights or does not substitute similar rights for such Purchase Rights, then the Participants' accumulated Contributions will be used to purchase Common Stock within ten (10) business days prior to the Corporate Transaction under the outstanding Purchase Rights, and the Purchase Rights and this Plan will terminate immediately after such purchase.

11. DELIVERY OF SHARES; HOLDING PERIOD.

(a) Whole shares of Common Stock purchased upon the exercise of Purchase Right under the Plan may be registered in book entry form or represented in certificate form and shall be held for the Participant in an investment account maintained by the Plan's third-party custodian. The shares of Common Stock in a Participant's investment account shall be registered in the Participant's name (or, to the extent permitted under procedures established by the third-party custodian, jointly in the names of the Participant and the Participant's spouse or beneficiary). No Participant (or any person who makes a claim through a Participant) shall have any interest in any shares of Common Stock subject to a Purchase Right until such Purchase Right has been exercised and the related shares of Common Stock have been registered in the Participant's investment account. The Administrator may impose restrictions on the sale or transfer of shares held in a Participant's investment account, in accordance with Section 423 of the Code, with respect to any shares of Stock purchased under the Plan if the purchase discount exceeds five percent (5%).

(b) In addition, unless otherwise provided by the Administrator, no shares of Common Stock purchased in any Offering under the Plan may be transferred out of the Participant's investment account to any other brokerage account designated by the Participant for twelve (12) months after the Purchase Date on which such shares were purchased. Any fees associated with the sale or transfer of any shares of Common Stock shall be borne by the Participant.

(c) The Participant has been informed that (i) all securities issued under the Plan are "restricted securities" under the Securities Act, (ii) any transfer of shares of Common Stock purchased under the Plan is subject to restrictions under the Securities Act and may be subject to restrictions imposed under state "blue sky" securities laws and other applicable securities laws, (iii) none of the shares of Common Stock purchased under the Plan may be transferred by the Recipient unless and until such transfer, to the satisfaction of the Company and its counsel, (A) has been registered with the U.S. Securities and Exchange Commission or an exemption therefrom has been fully complied with, and (B) has fully complied with state "blue sky" securities laws and other applicable securities laws, and (iv) the Company is under no obligation to register the shares of Common Stock purchased under the Plan with the U.S. Securities and Exchange Commission under the Securities Act, with any regulatory authority under state "blue sky" securities laws and other applicable securities laws, or with any stock exchange.

(d) Each Participant shall give the Company prompt written notice of any disposition or other transfer of shares of Common Stock purchased in any Offering under the Plan, if such disposition or transfer is made within two (2) years after the Offering Date or within one year after the Purchase Date.

12. AMENDMENT, TERMINATION OR SUSPENSION OF THE PLAN.

(a) The Administrator may amend the Plan at any time in any respect the Administrator deems necessary or advisable. However, except as provided in Section 10(a) relating to Capitalization Adjustments, stockholder approval will be required for any amendment of the Plan for which stockholder approval is required by applicable law.

(b) The Administrator may suspend or terminate the Plan at any time. No Purchase Rights may be granted under the Plan while the Plan is suspended or after it is terminated.

(c) Any benefits, privileges, entitlements and obligations under any outstanding Purchase Rights granted before an amendment, suspension or termination of the Plan will not be materially impaired by any such amendment, suspension or termination except (i) with the consent of the person to whom such Purchase Rights were granted, (ii) as necessary to comply with any laws, listing requirements, or governmental regulations (including, without limitation, the provisions of Section 423 of the Code and the regulations and other interpretive guidance issued thereunder relating to Employee Stock Purchase Plans) including without limitation any such regulations or other guidance that may be issued or amended after the date the Plan is adopted by the Administrator, or (iii) as necessary to obtain or maintain favorable tax, listing, or regulatory treatment. For the avoidance of doubt, the Administrator may amend outstanding Purchase Rights without a Participant's consent if such amendment is necessary to ensure that the Purchase Right and/or the Plan complies with the requirements of Section 423 of the Code or with respect to other applicable laws. Notwithstanding anything in the Plan or any Offering Document to the contrary, the Administrator will be entitled to: (i) establish the exchange ratio applicable to amounts withheld in a currency other than U.S. dollars; (ii) permit Contributions in excess of the amount designated by a Participant in order to adjust for mistakes in the Company's processing of properly completed Contribution elections; (iii) establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Common Stock for each Participant properly correspond with amounts withheld from the Participant's Contributions; (iv) amend any outstanding Purchase Rights or clarify any ambiguities regarding the terms of any Offering to enable the Purchase Rights to qualify under and/or comply with Section 423 of the Code; and (v) establish other limitations or procedures as the Administrator determines in its sole discretion advisable that are consistent with the Plan. The actions of the Administrator pursuant to this paragraph will not be considered to alter or impair any Purchase Rights granted under an Offering as they are part of the initial terms of each Offering and the Purchase Rights granted under each Offering.

13. TAX QUALIFICATION; TAX WITHHOLDING.

(a) Although the Company may endeavor to (i) qualify a Purchase Right for special tax treatment under the laws of the U.S. or jurisdictions outside of the U.S. or (ii) avoid adverse tax treatment, the Company makes no representation to that effect and expressly disavows any covenant to maintain special or to avoid unfavorable tax treatment, notwithstanding anything to the contrary in this Plan. The Company will be unconstrained in its corporate activities without regard to the potential negative tax impact on Participants.

(b) Each Participant will make arrangements, satisfactory to the Company and any applicable Related Corporation, to enable the Company or the Related Corporation to fulfill any withholding obligation for Tax-Related Items. Without limitation to the foregoing, the amount necessary to satisfy such withholding obligation may be withheld (i) from the Participant's salary or any other cash payment due to the Participant from the Company or a Related Corporation or (ii) from the proceeds of the sale of Common Stock acquired under the Plan.

14. EFFECTIVE DATE OF PLAN.

The Plan will become effective upon the Effective Date. No Purchase Rights will be exercised unless and until the Plan has been approved by the stockholders of the Company, which approval must be within twelve (12) months before or after the date the Plan is adopted (or if required under Section 12(a) above, materially amended).

15. MISCELLANEOUS PROVISIONS.

(a) Proceeds from the sale of Common Stock pursuant to Purchase Rights will constitute general funds of the Company.

(b) A Participant will not be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Common Stock subject to Purchase Rights unless and until the Participant's shares of Common Stock acquired upon exercise of Purchase Rights are recorded in the books of the Company (or its transfer agent).

(c) The Plan and Offering do not constitute an employment contract. Nothing in the Plan or in the Offering will in any way alter the nature of a Participant's employment or be deemed to create in any way whatsoever any obligation on the part of any Participant to continue in the employ of the Company or a Related Corporation, or on the part of the Company or a Related Corporation to continue the employment of a Participant.

(d) The provisions of the Plan will be governed by the law of the State of Alabama, without application of the conflicts of law principles thereof. This Plan shall be interpreted and construed in accordance with the law of the State of Alabama.

(e) To the extent permitted by applicable law and in the discretion of the Administrator, an Eligible Employee may submit any form or notice as set forth herein by means of an electronic form approved by the Administrator. Before the commencement of an Offering, the Administrator may prescribe the time limits within which any such electronic form shall be submitted to the Administrator with respect to such Offering in order to be a valid election.

(f) The cost, if any, for the delivery of shares of Common Stock to a Participant or commissions upon the sale of Common Stock shall be paid by the Participant using such service. Other expenses associated with the Plan, if any, at the discretion of the Administrator, will be allocated as deemed appropriate by the Administrator.

(g) All payroll deduction authorizations and other communications from a Participant to the Administrator under, or in connection with, the Plan shall be deemed to have been filed with the Administrator when actually received in the form specified by the Administrator at the location, or by the person, designated by the Administrator for the receipt of such authorizations and communications.

(h) Neither the granting of a Purchase Right to an employee, nor the deductions from his or her pay shall cause such employee to be a stockholder of the Common Stock covered by a Purchase Right until such shares of Common Stock have been purchased by and issued to him or her.

16. DEFINITIONS.

As used in the Plan, the following definitions will apply to the capitalized terms indicated below:

(a) "Board" means the Board of Directors of the Company.

(b) "Capitalization Adjustment" means any change that is made in, or other events that occur with respect to, the shares of Common Stock subject to the Plan or subject to any Purchase Right after the date the Plan is adopted without the receipt of consideration by the Company through merger, consolidation, reorganization, recapitalization, reincorporation, share dividend, dividend in property other than cash, large nonrecurring cash dividend, share split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or other similar equity restructuring transaction, as that term is used in Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto). Notwithstanding the foregoing, the conversion of any convertible securities of the Company will not be treated as a Capitalization Adjustment.

(c) "Code" means the U.S. Internal Revenue Code of 1986, as amended, including any applicable regulations and guidance thereunder.

(d) "Committee" means the Remuneration Committee of the Board.

(e) "Common Stock" means the ordinary shares of one pence (£0.01) each in the Company, or such other securities of the Company as may be designated by the Administrator from time to time in substitution thereof.

(f) "Company" means Diversified Energy Company PLC, a public limited company incorporated under the laws of England and Wales, and any successor company thereto.

(g) "Contributions" means the payroll deductions and other additional payments specifically provided for in the Offering that a Participant contributes to fund the exercise of a Purchase Right. A Participant may make additional payments into his or her account if specifically provided for in the Offering, and then only if the Participant has not already had the maximum permitted amount withheld during the Offering through payroll deductions.

(h) "Corporate Transaction" means the consummation, in a single transaction or in a series of related transactions, of any one or more of the following events: (i) a sale or other disposition of all or substantially all, as determined by the Board in its sole discretion, of the consolidated assets of the Company and its Subsidiaries; (ii) a sale or other disposition of more than 50% of the outstanding securities of the Company; (iii) a merger, consolidation or similar transaction following which the Company is not the surviving corporation; or (iv) a merger, consolidation or similar transaction following which the Company is the surviving corporation but the shares of Common Stock outstanding immediately preceding the merger, consolidation or similar transaction are converted or exchanged by virtue of the merger, consolidation or similar transaction into other property, whether in the form of securities, cash or otherwise.

(i) "Effective Date" means a date selected by the Administrator, subject to this Plan being approved by the Company's stockholders at the annual meeting of the Company's stockholders held in 2023.

(j) "Eligible Employee" means an Employee who meets the requirements set forth in the document(s) governing the Offering for eligibility to participate in the Offering, provided that such Employee also meets the requirements for eligibility to participate set forth in the Plan. For the avoidance of doubt, members of the Board (including executive directors) are not eligible to participate in the Plan.

(k) "Employee" means any person, including an officer, who is "employed" for purposes of Section 423(b)(4) of the Code by the Company or a Related Corporation.

(l) "Employee Stock Purchase Plan" means a plan that grants Purchase Rights intended to be options issued under an "Employee Stock Purchase Plan," as that term is defined in Section 423(b) of the Code.

(m) "Fair Market Value" means, as of any date, the value of the Common Stock determined as follows:

i. If the Common Stock is listed on any established exchange or traded on any established market, the Fair Market Value of a share of Common Stock will be, unless otherwise determined by the Administrator, the closing sales price for such Common Stock as quoted on such exchange or market (or the exchange or market with the greatest volume of trading in the Common Stock) on the date of determination, as reported in such source as the Administrator deems reliable. Unless otherwise provided by the Administrator, if there is no closing sales price for the Common Stock on the date of determination, then the Fair Market Value will be the closing sales price on the last preceding date for which such quotation exists.

ii. In the absence of such markets for the Common Stock, the Fair Market Value will be determined by the Administrator in good faith in compliance with applicable law and in a manner that complies with Sections 409A of the Code.

(n) "Offering" means the grant to Eligible Employees of Purchase Rights, with the exercise of those Purchase Rights automatically occurring at the end of one or more Purchase Periods. The terms and conditions of an Offering will generally be set forth in the "Offering Document" approved by the Administrator for that Offering.

(o) "Offering Date" means a date selected by the Administrator for an Offering to commence.

(p) "Participant" means an Eligible Employee who holds an outstanding Purchase Right.

(q) "Plan" means this Diversified Energy Company PLC Employee Stock Purchase Plan, as amended from time to time.

(r) "Purchase Date" means one or more dates during an Offering selected by the Administrator on which Purchase Rights will be exercised and on which purchases of Common Stock will be carried out in accordance with such Offering.

(s) "Purchase Period" means a period of time specified within an Offering, generally beginning on the Offering Date or on the first Trading Day following an Offering Date, and ending on a Purchase Date. An Offering may consist of one or more Purchase Periods.

(t) "Purchase Right" means an option to purchase Common Stock granted pursuant to the Plan.

(u) "Related Corporation" means any "parent corporation" or "subsidiary corporation" of the Company whether now or subsequently established, as those terms are defined in Sections 424(e) and (f), respectively, of the Code.

(v) "Securities Act" means the U.S. Securities Act of 1933, as amended.

(w) "Subsidiary" means, with respect to the Company, (i) any corporation of which more than fifty percent (50%) of the outstanding share capital having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, shares of any other class or classes of such corporation will have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, Owned by the Company, and (ii) any partnership, limited liability company or other entity in which the Company has a direct or indirect interest (whether in the form of voting or participation in profits or capital contribution) of more than fifty percent (50%). For purposes of the foregoing clause (i), the Company will be deemed to "Own" or have "Owned" such securities if the Company, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares voting power, which includes the power to vote or to direct the voting, with respect to such securities.

(x) "Tax-Related Items" means any income tax, social insurance, payroll tax, fringe benefit tax, payment on account or other tax-related items arising out of or in relation to a Participant's participation in the Plan, including, but not limited to, the exercise of a Purchase Right and the receipt of Common Stock or the sale or other disposition of Common Stock acquired under the Plan.

(y) "Trading Day" means a day on which the national stock exchange on which the Common Stock is traded is open for trading.

(z) "USD" means the lawful currency of the United States of America, in dollars.

Exhibit 8.1

Subsidiaries of Diversified Energy Company PLC
November 16, 2023

Name of Subsidiary	**Jurisdiction**
Diversified Gas & Oil Corporation	United States
Diversified Production LLC	United States
Diversified Midstream LLC	United States
Diversified Energy Marketing, LLC	United States
Diversified ABS Holdings LLC	United States
Diversified ABS LLC	United States
Diversified ABS Phase II Holdings LLC	United States
Diversified ABS Phase II LLC	United States
Diversified ABS Phase III Holdings LLC	United States
Diversified ABS Phase III LLC	United States
Diversified ABS Phase III Upstream LLC	United States
Diversified ABS Phase III Midstream LLC	United States
Diversified ABS Phase IV Holdings LLC	United States
Diversified ABS Phase IV LLC	United States
Diversified ABS Phase V Holdings LLC	United States
Diversified ABS Phase V LLC	United States
Diversified ABS Phase V Upstream LLC	United States
Sooner State Joint ABS Holdings LLC	United States
Diversified ABS Phase VI Holdings LLC	United States
Diversified ABS Phase VI LLC	United States
Diversified ABS VI Upstream LLC	United States
Oaktree ABS VI Upstream LLC	United States
ABS 7 Manager LLC	United States
DP Lion Equity Holdco LLC	United States
DP Lion HoldCo LLC	United States
DP RBL Co LLC	United States
DP Legacy Central LLC	United States
DP Production Holdings II LLC	United States
DGOC Holdings Sub II LLC	United States
DP Bluegrass Holdings LLC	United States
DP Bluegrass LLC	United States
BlueStone Natural Resources II, LLC	United States
Cranberry Pipeline Corporation	United States
Coalfield Pipeline Company	United States
DM Bluebonnet LLC	United States
DP Tapstone Energy Holdings, LLC	United States
DP Legacy Tapstone LLC	United States
Chesapeake Granite Wash Trust	United States
TGG Cotton Valley Assets, LLC	United States
Black Bear Midstream Holdings LLC	United States
Black Bear Midstream LLC	United States
Black Bear Liquids LLC	United States
Black Bear Liquids Marketing LLC	United States
DM Pennsylvania Holdco LLC	United States
Diversified Energy Group LLC	United States
Diversified Energy Company LLC	United States
Next LVL Energy, LLC	United States
Splendid Land, LLC	United States
Riverside Land, LLC	United States
Old Faithful Land, LLC	United States
Link Land, LLC	United States
Giant Land, LLC	United States

Exhibit 15.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use in this Registration Statement on Form 20-F of Diversified Energy Company Plc of our report dated November 16, 2023 relating to the financial statements of Diversified Energy Company Plc, which appears in this Registration Statement. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

Birmingham, Alabama
November 16, 2023

Exhibit 15.2

NETHERLAND, SEWELL & ASSOCIATES, INC.

CONSENT OF INDEPENDENT PETROLEUM ENGINEERS AND GEOLOGISTS

We hereby consent to the inclusion in or incorporation by reference into the Registration Statement on Form 20-F of Diversified Energy Company PLC (the "Registration Statement") of (1) our report prepared for Diversified Energy Company PLC dated July 31, 2023, with respect to estimates of proved reserves and future revenue to the Diversified Energy Company PLC interest, as of December 31, 2022, in certain oil and gas properties located in the Appalachian Basin and the Louisiana-Oklahoma-Texas Area of the United States; (2) our report prepared for Diversified Energy Company PLC dated May 5, 2022, with respect to estimates of proved reserves and future revenue to the interest of Diversified Energy Company PLC, as of December 31, 2021, in certain oil and gas properties located in the Appalachian Basin and the Louisiana-Oklahoma-Texas Area of the United States and (3) our report prepared for Diversified Energy Company PLC dated May 5, 2022, with respect to estimates of proved reserves and future revenue to the interest of Diversified Energy Company PLC, as of December 31, 2020, in certain oil and gas properties located in the Appalachian Basin, United States. We also consent to all references to our firm, including the reference to us under the heading "Experts", in the Registration Statement.

NETHERLAND, SEWELL & ASSOCIATES, INC.

By: /s/ Eric J. Stevens
Eric J. Stevens, P.E.
President and Chief Operating Officer

Dallas, Texas
November 16, 2023

NETHERLAND, SEWELL & ASSOCIATES, INC.
WORLDWIDE PETROLEUM CONSULTANTS
ENGINEERING • GEOLOGY • GEOPHYSICS • PETROPHYSICS

EXECUTIVE CHAIRMAN
C.H. (SCOTT) REES III
DANNY D. SIMMONS

CHIEF EXECUTIVE OFFICER
RICHARD B. TALLEY, JR.
PRESIDENT & COO
ERIC J. STEVENS

EXECUTIVE COMMITTEE
ROBERT C. BARG
P. SCOTT FROST
JOHN G. HATTNER
JOSEPH J. SPELLMAN

July 31, 2023

Mr. Bradley G. Gray
Diversified Energy Company PLC
1800 Corporate Drive
Birmingham, Alabama 35242

Dear Mr. Gray:

In accordance with your request, we have estimated the proved reserves and future revenue, as of December 31, 2022, to the Diversified Energy Company PLC (DEC) interest in certain oil and gas properties located in the Appalachian Basin and the Louisiana-Oklahoma-Texas Area of the United States. We completed our evaluation on March 31, 2023. It is our understanding that the proved reserves estimated in this report constitute all of the proved reserves owned by DEC. The estimates in this report have been prepared in accordance with the definitions and regulations of the U.S. Securities and Exchange Commission (SEC) and conform to the FASB Accounting Standards Codification Topic 932, Extractive Activities—Oil and Gas, except that future income taxes are excluded for all properties and, as requested, per-well overhead expenses are excluded for the operated properties. Definitions are presented immediately following this letter. This report has been prepared for DEC's use in filing with the SEC; in our opinion the assumptions, data, methods, and procedures used in the preparation of this report are appropriate for such purpose.

As requested, this report is broken out by DEC operating areas organized into depletion pools, as provided by DEC. We estimate the net reserves and future net revenue to the DEC interest in these properties, as of December 31, 2022, to be:

	Net Reserves				Future Net Revenue (M$)	
Depletion Pool/Category	Oil (MBBL)	NGL (MBBL)	Gas (MMCF)	Oil Equivalent (MBOE)	Total	Present Worth at 10%
Appalachia						
Proved Developed	5,584.8	66,789.1	3,183,793.6	603,006.2	15,779,046.6	6,205,453.9
Proved Undeveloped	0.0	0.0	8,831.8	1,472.0	032,484.0	15,113.9
Total Proved	5,584.8	66,789.1	3,192,625.4	604,478.1	15,811,530.6	6,220,567.9
Barnett						
Proved Developed	274.4	13,950.5	387,190.3	78,756.6	1,654,102.6	725,745.8
Haynesville, Bossier, and Cotton Valley						
Proved Developed	811.6	5,673.3	426,436.3	77,557.6	1,788,936.4	833,426.6
Mid-Continent						
Proved Developed	8,158.8	15,517.7	343,358.7	80,903.0	02,074,590.7	1,045,721.6
Total – All Depletion Pools						
Proved Developed	14,829.5	101,930.7	4,340,778.9	840,223.4	21,296,676.3	8,810,347.9
Proved Undeveloped	0.0	0.0	8,831.8	1,472.0	32,484.0	15,113.9
Total Proved	14,829.5	101,930.7	4,349,610.7	841,695.3	21,329,160.3	8,825,461.8

Totals may not add because of rounding.

The oil volumes shown include crude oil and condensate. Oil and natural gas liquids (NGL) volumes are expressed in thousands of barrels (MBBL); a barrel is equivalent to 42 United States gallons. Gas volumes are expressed in millions of cubic feet (MMCF) at standard temperature and pressure bases. Oil equivalent volumes shown in this report are expressed in thousands of barrels of oil equivalent (MBOE), determined using the ratio of 6 MCF of gas to 1 barrel of oil.

Reserves categorization conveys the relative degree of certainty; reserves subcategorization is based on development and production status. Proved developed reserves include proved developed producing and proved developed shut-in wells only. Our study indicates that as of December 31, 2022, there are no proved developed non-producing reserves for these properties. No study was made to determine whether probable or possible reserves might be established for these properties. Included in this report are seven proved undeveloped wells that were in the process of being drilled and completed as of December 31, 2022. The estimates of reserves and future revenue included herein have not been adjusted for risk. This report does not include any value that could be attributed to interests in undeveloped acreage beyond those tracts for which undeveloped reserves have been estimated.

Gross revenue is DEC's share of the gross (100 percent) revenue from the properties prior to any deductions. Future net revenue is after deductions for DEC's share of production taxes, ad valorem taxes, capital costs, abandonment costs, and operating expenses but before consideration of any income taxes. The future net revenue has been discounted at an annual rate of 10 percent to determine its present worth, which is shown to indicate the effect of time on the value of money. Future net revenue presented in this report, whether discounted or undiscounted, should not be construed as being the fair market value of the properties.

Prices used in this report are based on the 12-month unweighted arithmetic average of the first-day-of-the-month price for each month in the period January through December 2022. For oil and NGL volumes, the average West Texas Intermediate spot price of $94.14 per barrel is adjusted for quality, transportation fees, and market differentials; for certain properties, NGL prices are negative after adjustments. For gas volumes, the average Henry Hub spot price of $6.357 per MMBTU is adjusted for energy content, transportation fees, and market differentials. All prices are held constant throughout the lives of the properties. The average adjusted product prices weighted by production over the remaining lives of the properties are $94.01 per barrel of oil, $43.68 per barrel of NGL, and $6.292 per MCF of gas.

Operating costs used in this report are based on operating expense records of DEC. For the nonoperated properties, these costs include the per-well overhead expenses allowed under joint operating agreements along with estimates of costs to be incurred at and below the district and field levels. As requested, operating costs for the operated properties include only direct lease- and field-level costs. Operating costs have been divided into per-well costs and per-unit-of-production costs. For all properties, headquarters general and administrative overhead expenses of DEC are not included. This report includes additional operating expenses for the effects of all applicable firm transportation contracts. It is our understanding that DEC is supplying all committed volumes for these contracts. Operating costs are not escalated for inflation.

Capital costs used in this report were provided by DEC and are based on authorizations for expenditure and actual costs from recent activity. Capital costs are included as required for new development wells, production equipment, and midstream facility maintenance. Based on our understanding of future development plans, a review of the records provided to us, and our knowledge of similar properties, we regard these estimated capital costs to be reasonable. Abandonment costs used in this report are DEC's estimates of the costs to abandon the wells and production facilities, net of any salvage value. Capital costs and abandonment costs are not escalated for inflation.

For the purposes of this report, we did not perform any field inspection of the properties, nor did we examine the mechanical operation or condition of the wells and facilities. We have not investigated possible environmental liability related to the properties; therefore, our estimates do not include any costs due to such possible liability.

We have made no investigation of potential volume and value imbalances resulting from overdelivery or underdelivery to the DEC interest. Therefore, our estimates of reserves and future revenue do not include adjustments for the settlement of any such imbalances; our projections are based on DEC receiving its net revenue interest share of estimated future gross production. In addition, no consideration has been given to any potential future gas curtailment activities or changes in market conditions.

NETHERLAND, SEWELL & ASSOCIATES, INC.

The reserves shown in this report are estimates only and should not be construed as exact quantities. Proved reserves are those quantities of oil and gas which, by analysis of engineering and geoscience data, can be estimated with reasonable certainty to be economically producible; probable and possible reserves are those additional reserves which are sequentially less certain to be recovered than proved reserves. Estimates of reserves may increase or decrease as a result of market conditions, future operations, changes in regulations, or actual reservoir performance. In addition to the primary economic assumptions discussed herein, our estimates are based on certain assumptions including, but not limited to, that the properties will be developed consistent with current development plans as provided to us by DEC, that the properties will be operated in a prudent manner, that no governmental regulations or controls will be put in place that would impact the ability of the interest owner to recover the reserves, and that our projections of future production will prove consistent with actual performance. If the reserves are recovered, the revenues therefrom and the costs related thereto could be more or less than the estimated amounts. Because of governmental policies and uncertainties of supply and demand, the sales rates, prices received for the reserves, and costs incurred in recovering such reserves may vary from assumptions made while preparing this report.

For the purposes of this report, we used technical and economic data including, but not limited to, well logs, geologic maps, well test data, production data, historical price and cost information, and property ownership interests. The reserves in this report have been estimated using deterministic methods; these estimates have been prepared in accordance with the Standards Pertaining to the Estimating and Auditing of Oil and Gas Reserves Information promulgated by the Society of Petroleum Engineers (SPE Standards). We used standard engineering and geoscience methods, or a combination of methods, including performance analysis, volumetric analysis, and analogy, that we considered to be appropriate and necessary to categorize and estimate reserves in accordance with SEC definitions and regulations. As in all aspects of oil and gas evaluation, there are uncertainties inherent in the interpretation of engineering and geoscience data; therefore, our conclusions necessarily represent only informed professional judgment.

The data used in our estimates were obtained from DEC, public data sources, and the nonconfidential files of Netherland, Sewell & Associates, Inc (NSAI). and were accepted as accurate. Supporting work data are on file in our office. We have not examined the titles to the properties or independently confirmed the actual degree or type of interest owned. The technical persons primarily responsible for preparing the estimates presented herein meet the requirements regarding qualifications, independence, objectivity, and confidentiality set forth in the SPE Standards. Robert C. Barg, a Licensed Professional Engineer in the State of Texas, has been practicing consulting petroleum engineering at NSAI since 1989 and has over 6 years of prior industry experience. William J. Knights, a Licensed Professional Geoscientist in the State of Texas, has been practicing consulting petroleum geoscience at NSAI since 1991 and has over 10 years of prior industry experience. We are independent petroleum engineers, geologists, geophysicists, and petrophysicists; we do not own an interest in these properties nor are we employed on a contingent basis.

Sincerely,

NETHERLAND, SEWELL & ASSOCIATES, INC.
Texas Registered Engineering Firm F-2699

By: /s/ C.H. (Scott) Rees III
C.H. (Scott) Rees III, P.E.
Executive Chairman

By: /s/ Robert C. Barg
Robert C. Barg, P.E. 71658
Senior Vice President

Date Signed: July 31, 2023

By: /s/ William J. Knights
William J. Knights, P.G. 1532
Vice President

Date Signed: July 31, 2023

RCB:DCC

NETHERLAND, SEWELL & ASSOCIATES, INC.

DEFINITIONS OF OIL AND GAS RESERVES

Adapted from U.S. Securities and Exchange Commission Regulation S-X Section 210.4-10(a)

The following definitions are set forth in U.S. Securities and Exchange Commission (SEC) Regulation S-X Section 210.4-10(a). Also included is supplemental information from (1) the 2018 Petroleum Resources Management System approved by the Society of Petroleum Engineers, (2) the FASB Accounting Standards Codification Topic 932, Extractive Activities—Oil and Gas, and (3) the SEC's Compliance and Disclosure Interpretations.

(1) *Acquisition of properties.* Costs incurred to purchase, lease or otherwise acquire a property, including costs of lease bonuses and options to purchase or lease properties, the portion of costs applicable to minerals when land including mineral rights is purchased in fee, brokers' fees, recording fees, legal costs, and other costs incurred in acquiring properties.

(2) *Analogous reservoir*. Analogous reservoirs, as used in resources assessments, have similar rock and fluid properties, reservoir conditions (depth, temperature, and pressure) and drive mechanisms, but are typically at a more advanced stage of development than the reservoir of interest and thus may provide concepts to assist in the interpretation of more limited data and estimation of recovery. When used to support proved reserves, an "analogous reservoir" refers to a reservoir that shares the following characteristics with the reservoir of interest:

(i) Same geological formation (but not necessarily in pressure communication with the reservoir of interest);
(ii) Same environment of deposition;
(iii) Similar geological structure; and
(iv) Same drive mechanism.

Instruction to paragraph (a)(2): Reservoir properties must, in the aggregate, be no more favorable in the analog than in the reservoir of interest.

(3) *Bitumen*. Bitumen, sometimes referred to as natural bitumen, is petroleum in a solid or semi-solid state in natural deposits with a viscosity greater than 10,000 centipoise measured at original temperature in the deposit and atmospheric pressure, on a gas free basis. In its natural state it usually contains sulfur, metals, and other non-hydrocarbons.

(4) *Condensate*. Condensate is a mixture of hydrocarbons that exists in the gaseous phase at original reservoir temperature and pressure, but that, when produced, is in the liquid phase at surface pressure and temperature.

(5) *Deterministic estimate*. The method of estimating reserves or resources is called deterministic when a single value for each parameter (from the geoscience, engineering, or economic data) in the reserves calculation is used in the reserves estimation procedure.

(6) *Developed oil and gas reserves*. Developed oil and gas reserves are reserves of any category that can be expected to be recovered:

(i) Through existing wells with existing equipment and operating methods or in which the cost of the required equipment is relatively minor compared to the cost of a new well; and
(ii) Through installed extraction equipment and infrastructure operational at the time of the reserves estimate if the extraction is by means not involving a well.

Supplemental definitions from the 2018 Petroleum Resources Management System:

Developed Producing Reserves – Expected quantities to be recovered from completion intervals that are open and producing at the effective date of the estimate. Improved recovery Reserves are considered producing only after the improved recovery project is in operation.

Developed Non-Producing Reserves – Shut-in and behind-pipe Reserves. Shut-in Reserves are expected to be recovered from (1) completion intervals that are open at the time of the estimate but which have not yet started producing, (2) wells which were shut-in for market conditions or pipeline connections, or (3) wells not capable of production for mechanical reasons. Behind-pipe Reserves are expected to be recovered from zones in existing wells that will require additional completion work or future re-completion before start of production with minor cost to access these reserves. In all cases, production can be initiated or restored with relatively low expenditure compared to the cost of drilling a new well.

(7) *Development costs.* Costs incurred to obtain access to proved reserves and to provide facilities for extracting, treating, gathering and storing the oil and gas. More specifically, development costs, including depreciation and applicable operating costs of support equipment and facilities and other costs of development activities, are costs incurred to:

(i) Gain access to and prepare well locations for drilling, including surveying well locations for the purpose of determining specific development drilling sites, clearing ground, draining, road building, and relocating public roads, gas lines, and power lines, to the extent necessary in developing the proved reserves.
(ii) Drill and equip development wells, development-type stratigraphic test wells, and service wells, including the costs of platforms and of well equipment such as casing, tubing, pumping equipment, and the wellhead assembly.

DEFINITIONS OF OIL AND GAS RESERVES

Adapted from U.S. Securities and Exchange Commission Regulation S-X Section 210.4-10(a)

(iii) Acquire, construct, and install production facilities such as lease flow lines, separators, treaters, heaters, manifolds, measuring devices, and production storage tanks, natural gas cycling and processing plants, and central utility and waste disposal systems.
(iv) Provide improved recovery systems.

(8) *Development project*. A development project is the means by which petroleum resources are brought to the status of economically producible. As examples, the development of a single reservoir or field, an incremental development in a producing field, or the integrated development of a group of several fields and associated facilities with a common ownership may constitute a development project.

(9) *Development well*. A well drilled within the proved area of an oil or gas reservoir to the depth of a stratigraphic horizon known to be productive.

(10) *Economically producible*. The term economically producible, as it relates to a resource, means a resource which generates revenue that exceeds, or is reasonably expected to exceed, the costs of the operation. The value of the products that generate revenue shall be determined at the terminal point of oil and gas producing activities as defined in paragraph (a)(16) of this section.

(11) *Estimated ultimate recovery (EUR)*. Estimated ultimate recovery is the sum of reserves remaining as of a given date and cumulative production as of that date.

(12) *Exploration costs*. Costs incurred in identifying areas that may warrant examination and in examining specific areas that are considered to have prospects of containing oil and gas reserves, including costs of drilling exploratory wells and exploratory-type stratigraphic test wells. Exploration costs may be incurred both before acquiring the related property (sometimes referred to in part as prospecting costs) and after acquiring the property. Principal types of exploration costs, which include depreciation and applicable operating costs of support equipment and facilities and other costs of exploration activities, are:

(i) Costs of topographical, geographical and geophysical studies, rights of access to properties to conduct those studies, and salaries and other expenses of geologists, geophysical crews, and others conducting those studies. Collectively, these are sometimes referred to as geological and geophysical or "G&G" costs.
(ii) Costs of carrying and retaining undeveloped properties, such as delay rentals, ad valorem taxes on properties, legal costs for title defense, and the maintenance of land and lease records.
(iii) Dry hole contributions and bottom hole contributions.
(iv) Costs of drilling and equipping exploratory wells.
(v) Costs of drilling exploratory-type stratigraphic test wells.

(13) *Exploratory well*. An exploratory well is a well drilled to find a new field or to find a new reservoir in a field previously found to be productive of oil or gas in another reservoir. Generally, an exploratory well is any well that is not a development well, an extension well, a service well, or a stratigraphic test well as those items are defined in this section.

(14) *Extension well*. An extension well is a well drilled to extend the limits of a known reservoir.

(15) *Field*. An area consisting of a single reservoir or multiple reservoirs all grouped on or related to the same individual geological structural feature and/or stratigraphic condition. There may be two or more reservoirs in a field which are separated vertically by intervening impervious strata, or laterally by local geologic barriers, or by both. Reservoirs that are associated by being in overlapping or adjacent fields may be treated as a single or common operational field. The geological terms "structural feature" and "stratigraphic condition" are intended to identify localized geological features as opposed to the broader terms of basins, trends, provinces, plays, areas-of-interest, etc.

(16) *Oil and gas producing activities*.

(i) Oil and gas producing activities include:

(A) The search for crude oil, including condensate and natural gas liquids, or natural gas ("oil and gas") in their natural states and original locations;
(B) The acquisition of property rights or properties for the purpose of further exploration or for the purpose of removing the oil or gas from such properties;
(C) The construction, drilling, and production activities necessary to retrieve oil and gas from their natural reservoirs, including the acquisition, construction, installation, and maintenance of field gathering and storage systems, such as:
(1) Lifting the oil and gas to the surface; and
(2) Gathering, treating, and field processing (as in the case of processing gas to extract liquid hydrocarbons); and

DEFINITIONS OF OIL AND GAS RESERVES

Adapted from U.S. Securities and Exchange Commission Regulation S-X Section 210.4-10(a)

(D) Extraction of saleable hydrocarbons, in the solid, liquid, or gaseous state, from oil sands, shale, coalbeds, or other nonrenewable natural resources which are intended to be upgraded into synthetic oil or gas, and activities undertaken with a view to such extraction.

Instruction 1 to paragraph (a)(16)(i): The oil and gas production function shall be regarded as ending at a "terminal point", which is the outlet valve on the lease or field storage tank. If unusual physical or operational circumstances exist, it may be appropriate to regard the terminal point for the production function as:

a. The first point at which oil, gas, or gas liquids, natural or synthetic, are delivered to a main pipeline, a common carrier, a refinery, or a marine terminal; and
b. In the case of natural resources that are intended to be upgraded into synthetic oil or gas, if those natural resources are delivered to a purchaser prior to upgrading, the first point at which the natural resources are delivered to a main pipeline, a common carrier, a refinery, a marine terminal, or a facility which upgrades such natural resources into synthetic oil or gas.

Instruction 2 to paragraph (a)(16)(i): For purposes of this paragraph (a)(16), the term *saleable hydrocarbons* means hydrocarbons that are saleable in the state in which the hydrocarbons are delivered.

(ii) Oil and gas producing activities do not include:

(A) Transporting, refining, or marketing oil and gas;
(B) Processing of produced oil, gas, or natural resources that can be upgraded into synthetic oil or gas by a registrant that does not have the legal right to produce or a revenue interest in such production;
(C) Activities relating to the production of natural resources other than oil, gas, or natural resources from which synthetic oil and gas can be extracted; or
(D) Production of geothermal steam.

(17) *Possible reserves.* Possible reserves are those additional reserves that are less certain to be recovered than probable reserves.

(i) When deterministic methods are used, the total quantities ultimately recovered from a project have a low probability of exceeding proved plus probable plus possible reserves. When probabilistic methods are used, there should be at least a 10% probability that the total quantities ultimately recovered will equal or exceed the proved plus probable plus possible reserves estimates.
(ii) Possible reserves may be assigned to areas of a reservoir adjacent to probable reserves where data control and interpretations of available data are progressively less certain. Frequently, this will be in areas where geoscience and engineering data are unable to define clearly the area and vertical limits of commercial production from the reservoir by a defined project.
(iii) Possible reserves also include incremental quantities associated with a greater percentage recovery of the hydrocarbons in place than the recovery quantities assumed for probable reserves.
(iv) The proved plus probable and proved plus probable plus possible reserves estimates must be based on reasonable alternative technical and commercial interpretations within the reservoir or subject project that are clearly documented, including comparisons to results in successful similar projects.
(v) Possible reserves may be assigned where geoscience and engineering data identify directly adjacent portions of a reservoir within the same accumulation that may be separated from proved areas by faults with displacement less than formation thickness or other geological discontinuities and that have not been penetrated by a wellbore, and the registrant believes that such adjacent portions are in communication with the known (proved) reservoir. Possible reserves may be assigned to areas that are structurally higher or lower than the proved area if these areas are in communication with the proved reservoir.
(vi) Pursuant to paragraph (a)(22)(iii) of this section, where direct observation has defined a highest known oil (HKO) elevation and the potential exists for an associated gas cap, proved oil reserves should be assigned in the structurally higher portions of the reservoir above the HKO only if the higher contact can be established with reasonable certainty through reliable technology. Portions of the reservoir that do not meet this reasonable certainty criterion may be assigned as probable and possible oil or gas based on reservoir fluid properties and pressure gradient interpretations.

(18) *Probable reserves.* Probable reserves are those additional reserves that are less certain to be recovered than proved reserves but which, together with proved reserves, are as likely as not to be recovered.

(i) When deterministic methods are used, it is as likely as not that actual remaining quantities recovered will exceed the sum of estimated proved plus probable reserves. When probabilistic methods are used, there should be at least a 50% probability that the actual quantities recovered will equal or exceed the proved plus probable reserves estimates.

(ii) Probable reserves may be assigned to areas of a reservoir adjacent to proved reserves where data control or interpretations of available data are less certain, even if the interpreted reservoir continuity of structure or productivity does not meet the reasonable certainty criterion. Probable reserves may be assigned to areas that are structurally higher than the proved area if these areas are in communication with the proved reservoir.
(iii) Probable reserves estimates also include potential incremental quantities associated with a greater percentage recovery of the hydrocarbons in place than assumed for proved reserves.
(iv) See also guidelines in paragraphs (a)(17)(iv) and (a)(17)(vi) of this section.

(19) *Probabilistic estimate.* The method of estimation of reserves or resources is called probabilistic when the full range of values that could reasonably occur for each unknown parameter (from the geoscience and engineering data) is used to generate a full range of possible outcomes and their associated probabilities of occurrence.

(20) *Production costs*.

(i) Costs incurred to operate and maintain wells and related equipment and facilities, including depreciation and applicable operating costs of support equipment and facilities and other costs of operating and maintaining those wells and related equipment and facilities. They become part of the cost of oil and gas produced. Examples of production costs (sometimes called lifting costs) are:

(A) Costs of labor to operate the wells and related equipment and facilities.
(B) Repairs and maintenance.
(C) Materials, supplies, and fuel consumed and supplies utilized in operating the wells and related equipment and facilities.
(D) Property taxes and insurance applicable to proved properties and wells and related equipment and facilities.
(E) Severance taxes.

(ii) Some support equipment or facilities may serve two or more oil and gas producing activities and may also serve transportation, refining, and marketing activities. To the extent that the support equipment and facilities are used in oil and gas producing activities, their depreciation and applicable operating costs become exploration, development or production costs, as appropriate. Depreciation, depletion, and amortization of capitalized acquisition, exploration, and development costs are not production costs but also become part of the cost of oil and gas produced along with production (lifting) costs identified above.

(21) *Proved area.* The part of a property to which proved reserves have been specifically attributed.

(22) *Proved oil and gas reserves.* Proved oil and gas reserves are those quantities of oil and gas, which, by analysis of geoscience and engineering data, can be estimated with reasonable certainty to be economically producible—from a given date forward, from known reservoirs, and under existing economic conditions, operating methods, and government regulations—prior to the time at which contracts providing the right to operate expire, unless evidence indicates that renewal is reasonably certain, regardless of whether deterministic or probabilistic methods are used for the estimation. The project to extract the hydrocarbons must have commenced or the operator must be reasonably certain that it will commence the project within a reasonable time.

(i) The area of the reservoir considered as proved includes:

(A) The area identified by drilling and limited by fluid contacts, if any, and
(B) Adjacent undrilled portions of the reservoir that can, with reasonable certainty, be judged to be continuous with it and to contain economically producible oil or gas on the basis of available geoscience and engineering data.

(ii) In the absence of data on fluid contacts, proved quantities in a reservoir are limited by the lowest known hydrocarbons (LKH) as seen in a well penetration unless geoscience, engineering, or performance data and reliable technology establishes a lower contact with reasonable certainty.
(iii) Where direct observation from well penetrations has defined a highest known oil (HKO) elevation and the potential exists for an associated gas cap, proved oil reserves may be assigned in the structurally higher portions of the reservoir only if geoscience, engineering, or performance data and reliable technology establish the higher contact with reasonable certainty.
(iv) Reserves which can be produced economically through application of improved recovery techniques (including, but not limited to, fluid injection) are included in the proved classification when:

(A) Successful testing by a pilot project in an area of the reservoir with properties no more favorable than in the reservoir as a whole, the operation of an installed program in the reservoir or an analogous reservoir, or other evidence using reliable technology establishes the reasonable certainty of the engineering analysis on which the project or program was based; and

DEFINITIONS OF OIL AND GAS RESERVES

Adapted from U.S. Securities and Exchange Commission Regulation S-X Section 210.4-10(a)

(B) The project has been approved for development by all necessary parties and entities, including governmental entities.

(v) Existing economic conditions include prices and costs at which economic producibility from a reservoir is to be determined. The price shall be the average price during the 12-month period prior to the ending date of the period covered by the report, determined as an unweighted arithmetic average of the first-day-of-the-month price for each month within such period, unless prices are defined by contractual arrangements, excluding escalations based upon future conditions.

(23) *Proved properties.* Properties with proved reserves.

(24) *Reasonable certainty.* If deterministic methods are used, reasonable certainty means a high degree of confidence that the quantities will be recovered. If probabilistic methods are used, there should be at least a 90% probability that the quantities actually recovered will equal or exceed the estimate. A high degree of confidence exists if the quantity is much more likely to be achieved than not, and, as changes due to increased availability of geoscience (geological, geophysical, and geochemical), engineering, and economic data are made to estimated ultimate recovery (EUR) with time, reasonably certain EUR is much more likely to increase or remain constant than to decrease.

(25) *Reliable technology.* Reliable technology is a grouping of one or more technologies (including computational methods) that has been field tested and has been demonstrated to provide reasonably certain results with consistency and repeatability in the formation being evaluated or in an analogous formation.

(26) *Reserves.* Reserves are estimated remaining quantities of oil and gas and related substances anticipated to be economically producible, as of a given date, by application of development projects to known accumulations. In addition, there must exist, or there must be a reasonable expectation that there will exist, the legal right to produce or a revenue interest in the production, installed means of delivering oil and gas or related substances to market, and all permits and financing required to implement the project.

Note to paragraph (a)(26): Reserves should not be assigned to adjacent reservoirs isolated by major, potentially sealing, faults until those reservoirs are penetrated and evaluated as economically producible. Reserves should not be assigned to areas that are clearly separated from a known accumulation by a non-productive reservoir (i.e., absence of reservoir, structurally low reservoir, or negative test results). Such areas may contain prospective resources (i.e., potentially recoverable resources from undiscovered accumulations).

Excerpted from the FASB Accounting Standards Codification Topic 932, Extractive Activities—Oil and Gas:

932-235-50-30 A standardized measure of discounted future net cash flows relating to an entity's interests in both of the following shall be disclosed as of the end of the year:

a. *Proved oil and gas reserves (see paragraphs 932-235-50-3 through 50-11B)*
b. *Oil and gas subject to purchase under long-term supply, purchase, or similar agreements and contracts in which the entity participates in the operation of the properties on which the oil or gas is located or otherwise serves as the producer of those reserves (see paragraph 932-235-50-7).*

The standardized measure of discounted future net cash flows relating to those two types of interests in reserves may be combined for reporting purposes.

932-235-50-31 All of the following information shall be disclosed in the aggregate and for each geographic area for which reserve quantities are disclosed in accordance with paragraphs 932-235-50-3 through 50-11B:

a. *Future cash inflows. These shall be computed by applying prices used in estimating the entity's proved oil and gas reserves to the year-end quantities of those reserves. Future price changes shall be considered only to the extent provided by contractual arrangements in existence at year-end.*
b. *Future development and production costs. These costs shall be computed by estimating the expenditures to be incurred in developing and producing the proved oil and gas reserves at the end of the year, based on year-end costs and assuming continuation of existing economic conditions. If estimated development expenditures are significant, they shall be presented separately from estimated production costs.*
c. *Future income tax expenses. These expenses shall be computed by applying the appropriate year-end statutory tax rates, with consideration of future tax rates already legislated, to the future pretax net cash flows relating to the entity's proved oil and gas reserves, less the tax basis of the properties involved. The future income tax expenses shall give effect to tax deductions and tax credits and allowances relating to the entity's proved oil and gas reserves.*
d. *Future net cash flows. These amounts are the result of subtracting future development and production costs and future income tax expenses from future cash inflows.*
e. *Discount. This amount shall be derived from using a discount rate of 10 percent a year to reflect the timing of the future net cash flows relating to proved oil and gas reserves.*
f. *Standardized measure of discounted future net cash flows. This amount is the future net cash flows less the computed discount.*

DEFINITIONS OF OIL AND GAS RESERVES

Adapted from U.S. Securities and Exchange Commission Regulation S-X Section 210.4-10(a)

(27) *Reservoir.* A porous and permeable underground formation containing a natural accumulation of producible oil and/or gas that is confined by impermeable rock or water barriers and is individual and separate from other reservoirs.

(28) *Resources.* Resources are quantities of oil and gas estimated to exist in naturally occurring accumulations. A portion of the resources may be estimated to be recoverable, and another portion may be considered to be unrecoverable. Resources include both discovered and undiscovered accumulations.

(29) *Service well.* A well drilled or completed for the purpose of supporting production in an existing field. Specific purposes of service wells include gas injection, water injection, steam injection, air injection, salt-water disposal, water supply for injection, observation, or injection for in-situ combustion.

(30) *Stratigraphic test well.* A stratigraphic test well is a drilling effort, geologically directed, to obtain information pertaining to a specific geologic condition. Such wells customarily are drilled without the intent of being completed for hydrocarbon production. The classification also includes tests identified as core tests and all types of expendable holes related to hydrocarbon exploration. Stratigraphic tests are classified as "exploratory type" if not drilled in a known area or "development type" if drilled in a known area.

(31) *Undeveloped oil and gas reserves.* Undeveloped oil and gas reserves are reserves of any category that are expected to be recovered from new wells on undrilled acreage, or from existing wells where a relatively major expenditure is required for recompletion.

(i) Reserves on undrilled acreage shall be limited to those directly offsetting development spacing areas that are reasonably certain of production when drilled, unless evidence using reliable technology exists that establishes reasonable certainty of economic producibility at greater distances.
(ii) Undrilled locations can be classified as having undeveloped reserves only if a development plan has been adopted indicating that they are scheduled to be drilled within five years, unless the specific circumstances, justify a longer time.

From the SEC's Compliance and Disclosure Interpretations (October 26, 2009):

Although several types of projects — such as constructing offshore platforms and development in urban areas, remote locations or environmentally sensitive locations — by their nature customarily take a longer time to develop and therefore often do justify longer time periods, this determination must always take into consideration all of the facts and circumstances. No particular type of project per se justifies a longer time period, and any extension beyond five years should be the exception, and not the rule.

Factors that a company should consider in determining whether or not circumstances justify recognizing reserves even though development may extend past five years include, but are not limited to, the following:

- *The company's level of ongoing significant development activities in the area to be developed (for example, drilling only the minimum number of wells necessary to maintain the lease generally would not constitute significant development activities);*
- *The company's historical record at completing development of comparable long-term projects;*
- *The amount of time in which the company has maintained the leases, or booked the reserves, without significant development activities;*
- *The extent to which the company has followed a previously adopted development plan (for example, if a company has changed its development plan several times without taking significant steps to implement any of those plans, recognizing proved undeveloped reserves typically would not be appropriate); and*
- *The extent to which delays in development are caused by external factors related to the physical operating environment (for example, restrictions on development on Federal lands, but not obtaining government permits), rather than by internal factors (for example, shifting resources to develop properties with higher priority).*

(iii) Under no circumstances shall estimates for undeveloped reserves be attributable to any acreage for which an application of fluid injection or other improved recovery technique is contemplated, unless such techniques have been proved effective by actual projects in the same reservoir or an analogous reservoir, as defined in paragraph (a)(2) of this section, or by other evidence using reliable technology establishing reasonable certainty.

(32) *Unproved properties.* Properties with no proved reserves.

Exhibit 15.4

NETHERLAND, SEWELL & ASSOCIATES, INC.
WORLDWIDE PETROLEUM CONSULTANTS
ENGINEERING • GEOLOGY • GEOPHYSICS • PETROPHYSICS

EXECUTIVE COMMITTEE
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RICHARD B. TALLEY, JR.

CHAIRMAN & CEO
C.H. (SCOTT) REES III

PRESIDENT & COO
DANNY D. SIMMONS

May 5, 2022

Mr. Bradley G. Gray
Diversified Energy Company PLC
1800 Corporate Drive
Birmingham, Alabama 35242

Dear Mr. Gray:

In accordance with your request, we have estimated the proved reserves and future revenue, as of December 31, 2021, to the Diversified Energy Company PLC (DEC) interest in certain oil and gas properties located in the Appalachian Basin and the Louisiana-Oklahoma-Texas Area of the United States. We completed our evaluation on or about the date of this letter. It is our understanding that the proved reserves estimated in this report constitute all of the proved reserves owned by DEC. The estimates in this report have been prepared in accordance with the definitions and regulations of the U.S. Securities and Exchange Commission (SEC) and conform to the FASB Accounting Standards Codification Topic 932, Extractive Activities—Oil and Gas, except that future income taxes are excluded for all properties and, as requested, per-well overhead expenses are excluded for the operated properties. Definitions are presented immediately following this letter. This report has been prepared for DEC's use in filing with the SEC; in our opinion the assumptions, data, methods, and procedures used in the preparation of this report are appropriate for such purpose.

We estimate the net reserves and future net revenue to the DEC interest in these properties, as of December 31, 2021, to be:

	Net Reserves				Future Net Revenue (M$)	
Asset Area/Category	Oil (MBBL)	NGL (MBBL)	Gas (MMCF)	Oil Equivalent (MBOE)	Total	Present Worth at 10%
Appalachian Basin						
Proved Developed	6,369.7	62,099.5	3,215,811.4	604,437.8	6,988,751.2	3,084,968.4
Louisiana-Oklahoma-Texas Area						
Proved Developed	7,453.7	26,971.4	792,348.5	166,483.2	1,686,548.0	941,577.1
Proved Undeveloped	429.0	9.4	877.2	584.6	17,197.6	10,470.1
Total Proved	7,882.6	26,980.9	793,225.7	167,067.8	1,703,745.6	952,047.2
Total – All Asset Areas						
Proved Developed	13,823.4	89,070.9	4,008,159.9	770,920.9	8,675,299.2	4,026,545.5
Proved Undeveloped	429.0	9.4	877.2	584.6	17,197.6	10,470.1
Total Proved	14,252.4	89,080.3	4,009,037.1	771,505.5	8,692,496.8	4,037,015.6

Totals may not add because of rounding.

The oil volumes shown include crude oil and condensate. Oil and natural gas liquids (NGL) volumes are expressed in thousands of barrels (MBBL); a barrel is equivalent to 42 United States gallons. Gas volumes are expressed in millions of cubic feet (MMCF) at standard temperature and pressure bases. Oil equivalent volumes shown in this report are expressed in thousands of barrels of oil equivalent (MBOE), determined using the ratio of 6 MCF of gas to 1 barrel of oil.

Reserves categorization conveys the relative degree of certainty; reserves subcategorization is based on development and production status. Proved developed reserves include proved developed producing and proved developed shut-in wells only. As requested, proved developed non-producing reserves that may exist for these properties have not been included. No study was made to determine whether probable or possible reserves might be established for these properties. Included in this report are five proved undeveloped wells that were in the process of being drilled and completed as of December 31, 2021. The estimates of reserves and future revenue included herein have not been adjusted for risk. This report does not include any value that could be attributed to interests in undeveloped acreage beyond those tracts for which undeveloped reserves have been estimated.

Gross revenue is DEC's share of the gross (100 percent) revenue from the properties prior to any deductions. Future net revenue is after deductions for DEC's share of production taxes, ad valorem taxes, capital costs, abandonment costs, and operating expenses but before consideration of any income taxes. The future net revenue has been discounted at an annual rate of 10 percent to determine its present worth, which is shown to indicate the effect of time on the value of money. Future net revenue presented in this report, whether discounted or undiscounted, should not be construed as being the fair market value of the properties.

Prices used in this report are based on the 12-month unweighted arithmetic average of the first-day-of-the-month price for each month in the period January through December 2021. For oil and NGL volumes, the average West Texas Intermediate spot price of $66.55 per barrel is adjusted for quality, transportation fees, and market differentials; for certain properties, NGL prices are negative after adjustments. For gas volumes, the average Henry Hub spot price of $3.598 per MMBTU is adjusted for energy content, transportation fees, and market differentials. All prices are held constant throughout the lives of the properties. The average adjusted product prices weighted by production over the remaining lives of the properties are $62.55 per barrel of oil, $29.19 per barrel of NGL, and $3.261 per MCF of gas.

Operating costs used in this report are based on operating expense records of DEC. For the nonoperated properties, these costs include the per-well overhead expenses allowed under joint operating agreements along with estimates of costs to be incurred at and below the district and field levels. As requested, operating costs for the operated properties include only direct lease- and field-level costs. Operating costs have been divided into per-well costs and per-unit-of-production costs. For all properties, headquarters general and administrative overhead expenses of DEC are not included. This report includes additional operating expenses for the effects of all applicable firm transportation contracts. It is our understanding that DEC is supplying all committed volumes for these contracts. Operating costs are not escalated for inflation.

Capital costs used in this report were provided by DEC and are based on authorizations for expenditure and actual costs from recent activity. Capital costs are included as required for new development wells, production equipment, and midstream facility maintenance. Based on our understanding of future development plans, a review of the records provided to us, and our knowledge of similar properties, we regard these estimated capital costs to be reasonable. Abandonment costs used in this report are DEC's estimates of the costs to abandon the wells and production facilities, net of any salvage value. Capital costs and abandonment costs are not escalated for inflation.

For the purposes of this report, we did not perform any field inspection of the properties, nor did we examine the mechanical operation or condition of the wells and facilities. We have not investigated possible environmental liability related to the properties; therefore, our estimates do not include any costs due to such possible liability.

We have made no investigation of potential volume and value imbalances resulting from overdelivery or underdelivery to the DEC interest. Therefore, our estimates of reserves and future revenue do not include adjustments for the settlement of any such imbalances; our projections are based on DEC receiving its net revenue interest share of estimated future gross production. In addition, no consideration has been given to any potential future gas curtailment activities or changes in market conditions.

The reserves shown in this report are estimates only and should not be construed as exact quantities. Proved reserves are those quantities of oil and gas which, by analysis of engineering and geoscience data, can be estimated with reasonable certainty to be economically producible; probable and possible reserves are those additional reserves which are sequentially less certain to be recovered than proved reserves. Estimates of reserves may increase or decrease as a result of market conditions, future operations, changes in regulations, or actual reservoir performance. In addition to the primary economic assumptions discussed herein, our estimates are based on certain assumptions including, but not limited to, that the properties will be developed consistent with current development plans as provided to us by DEC, that the properties will be operated in a prudent manner, that no governmental regulations or controls will be put in place that would impact the ability of the interest owner to recover the reserves, and that our projections of future production will prove consistent with actual performance. If the reserves are recovered, the revenues therefrom and the costs related thereto could be more or less than the estimated amounts. Because of governmental policies and uncertainties of supply and demand, the sales rates, prices received for the reserves, and costs incurred in recovering such reserves may vary from assumptions made while preparing this report.

NETHERLAND, SEWELL & ASSOCIATES, INC.

For the purposes of this report, we used technical and economic data including, but not limited to, well logs, geologic maps, well test data, production data, historical price and cost information, and property ownership interests. The reserves in this report have been estimated using deterministic methods; these estimates have been prepared in accordance with the Standards Pertaining to the Estimating and Auditing of Oil and Gas Reserves Information promulgated by the Society of Petroleum Engineers (SPE Standards). We used standard engineering and geoscience methods, or a combination of methods, including performance analysis, volumetric analysis, and analogy, that we considered to be appropriate and necessary to categorize and estimate reserves in accordance with SEC definitions and regulations. As in all aspects of oil and gas evaluation, there are uncertainties inherent in the interpretation of engineering and geoscience data; therefore, our conclusions necessarily represent only informed professional judgment.

The data used in our estimates were obtained from DEC, public data sources, and the nonconfidential files of Netherland, Sewell & Associates, Inc. (NSAI) and were accepted as accurate. Supporting work data are on file in our office. We have not examined the titles to the properties or independently confirmed the actual degree or type of interest owned. The technical persons primarily responsible for preparing the estimates presented herein meet the requirements regarding qualifications, independence, objectivity, and confidentiality set forth in the SPE Standards. Robert C. Barg, a Licensed Professional Engineer in the State of Texas, has been practicing consulting petroleum engineering at NSAI since 1989 and has over 6 years of prior industry experience. William J. Knights, a Licensed Professional Geoscientist in the State of Texas, has been practicing consulting petroleum geoscience at NSAI since 1991 and has over 10 years of prior industry experience. We are independent petroleum engineers, geologists, geophysicists, and petrophysicists; we do not own an interest in these properties nor are we employed on a contingent basis.

Sincerely,

NETHERLAND, SEWELL & ASSOCIATES, INC.
Texas Registered Engineering Firm F-2699

By: /s/ C.H. (Scott) Rees III
C.H. (Scott) Rees III, P.E.
Chairman and Chief Executive Officer

By: /s/ Robert C. Barg
Robert C. Barg, P.E. 71658
Senior Vice President

Date Signed: May 5, 2022

By: /s/ William J. Knights
William J. Knights, P.G. 1532
Vice President

Date Signed: May 5, 2022

RCB:DCC

NETHERLAND, SEWELL & ASSOCIATES, INC.

DEFINITIONS OF OIL AND GAS RESERVES

Adapted from U.S. Securities and Exchange Commission Regulation S-X Section 210.4-10(a)

The following definitions are set forth in U.S. Securities and Exchange Commission (SEC) Regulation S-X Section 210.4-10(a). Also included is supplemental information from (1) the 2018 Petroleum Resources Management System approved by the Society of Petroleum Engineers, (2) the FASB Accounting Standards Codification Topic 932, Extractive Activities—Oil and Gas, and (3) the SEC's Compliance and Disclosure Interpretations.

(1) *Acquisition of properties.* Costs incurred to purchase, lease or otherwise acquire a property, including costs of lease bonuses and options to purchase or lease properties, the portion of costs applicable to minerals when land including mineral rights is purchased in fee, brokers' fees, recording fees, legal costs, and other costs incurred in acquiring properties.

(2) *Analogous reservoir*. Analogous reservoirs, as used in resources assessments, have similar rock and fluid properties, reservoir conditions (depth, temperature, and pressure) and drive mechanisms, but are typically at a more advanced stage of development than the reservoir of interest and thus may provide concepts to assist in the interpretation of more limited data and estimation of recovery. When used to support proved reserves, an "analogous reservoir" refers to a reservoir that shares the following characteristics with the reservoir of interest:

(i) Same geological formation (but not necessarily in pressure communication with the reservoir of interest);
(ii) Same environment of deposition;
(iii) Similar geological structure; and
(iv) Same drive mechanism.

Instruction to paragraph (a)(2): Reservoir properties must, in the aggregate, be no more favorable in the analog than in the reservoir of interest.

(3) *Bitumen*. Bitumen, sometimes referred to as natural bitumen, is petroleum in a solid or semi-solid state in natural deposits with a viscosity greater than 10,000 centipoise measured at original temperature in the deposit and atmospheric pressure, on a gas free basis. In its natural state it usually contains sulfur, metals, and other non-hydrocarbons.

(4) *Condensate*. Condensate is a mixture of hydrocarbons that exists in the gaseous phase at original reservoir temperature and pressure, but that, when produced, is in the liquid phase at surface pressure and temperature.

(5) *Deterministic estimate*. The method of estimating reserves or resources is called deterministic when a single value for each parameter (from the geoscience, engineering, or economic data) in the reserves calculation is used in the reserves estimation procedure.

(6) *Developed oil and gas reserves*. Developed oil and gas reserves are reserves of any category that can be expected to be recovered:

(i) Through existing wells with existing equipment and operating methods or in which the cost of the required equipment is relatively minor compared to the cost of a new well; and
(ii) Through installed extraction equipment and infrastructure operational at the time of the reserves estimate if the extraction is by means not involving a well.

Supplemental definitions from the 2018 Petroleum Resources Management System:

Developed Producing Reserves – Expected quantities to be recovered from completion intervals that are open and producing at the effective date of the estimate. Improved recovery Reserves are considered producing only after the improved recovery project is in operation.

Developed Non-Producing Reserves – Shut-in and behind-pipe Reserves. Shut-in Reserves are expected to be recovered from (1) completion intervals that are open at the time of the estimate but which have not yet started producing, (2) wells which were shut-in for market conditions or pipeline connections, or (3) wells not capable of production for mechanical reasons. Behind-pipe Reserves are expected to be recovered from zones in existing wells that will require additional completion work or future re-completion before start of production with minor cost to access these reserves. In all cases, production can be initiated or restored with relatively low expenditure compared to the cost of drilling a new well.

(7) *Development costs.* Costs incurred to obtain access to proved reserves and to provide facilities for extracting, treating, gathering and storing the oil and gas. More specifically, development costs, including depreciation and applicable operating costs of support equipment and facilities and other costs of development activities, are costs incurred to:

(i) Gain access to and prepare well locations for drilling, including surveying well locations for the purpose of determining specific development drilling sites, clearing ground, draining, road building, and relocating public roads, gas lines, and power lines, to the extent necessary in developing the proved reserves.
(ii) Drill and equip development wells, development-type stratigraphic test wells, and service wells, including the costs of platforms and of well equipment such as casing, tubing, pumping equipment, and the wellhead assembly.

DEFINITIONS OF OIL AND GAS RESERVES

Adapted from U.S. Securities and Exchange Commission Regulation S-X Section 210.4-10(a)

(iii) Acquire, construct, and install production facilities such as lease flow lines, separators, treaters, heaters, manifolds, measuring devices, and production storage tanks, natural gas cycling and processing plants, and central utility and waste disposal systems.
(iv) Provide improved recovery systems.

(8) *Development project*. A development project is the means by which petroleum resources are brought to the status of economically producible. As examples, the development of a single reservoir or field, an incremental development in a producing field, or the integrated development of a group of several fields and associated facilities with a common ownership may constitute a development project.

(9) *Development well*. A well drilled within the proved area of an oil or gas reservoir to the depth of a stratigraphic horizon known to be productive.

(10) *Economically producible*. The term economically producible, as it relates to a resource, means a resource which generates revenue that exceeds, or is reasonably expected to exceed, the costs of the operation. The value of the products that generate revenue shall be determined at the terminal point of oil and gas producing activities as defined in paragraph (a)(16) of this section.

(11) *Estimated ultimate recovery (EUR)*. Estimated ultimate recovery is the sum of reserves remaining as of a given date and cumulative production as of that date.

(12) *Exploration costs*. Costs incurred in identifying areas that may warrant examination and in examining specific areas that are considered to have prospects of containing oil and gas reserves, including costs of drilling exploratory wells and exploratory-type stratigraphic test wells. Exploration costs may be incurred both before acquiring the related property (sometimes referred to in part as prospecting costs) and after acquiring the property. Principal types of exploration costs, which include depreciation and applicable operating costs of support equipment and facilities and other costs of exploration activities, are:

(i) Costs of topographical, geographical and geophysical studies, rights of access to properties to conduct those studies, and salaries and other expenses of geologists, geophysical crews, and others conducting those studies. Collectively, these are sometimes referred to as geological and geophysical or "G&G" costs.
(ii) Costs of carrying and retaining undeveloped properties, such as delay rentals, ad valorem taxes on properties, legal costs for title defense, and the maintenance of land and lease records.
(iii) Dry hole contributions and bottom hole contributions.
(iv) Costs of drilling and equipping exploratory wells.
(v) Costs of drilling exploratory-type stratigraphic test wells.

(13) *Exploratory well*. An exploratory well is a well drilled to find a new field or to find a new reservoir in a field previously found to be productive of oil or gas in another reservoir. Generally, an exploratory well is any well that is not a development well, an extension well, a service well, or a stratigraphic test well as those items are defined in this section.

(14) *Extension well*. An extension well is a well drilled to extend the limits of a known reservoir.

(15) *Field*. An area consisting of a single reservoir or multiple reservoirs all grouped on or related to the same individual geological structural feature and/or stratigraphic condition. There may be two or more reservoirs in a field which are separated vertically by intervening impervious strata, or laterally by local geologic barriers, or by both. Reservoirs that are associated by being in overlapping or adjacent fields may be treated as a single or common operational field. The geological terms "structural feature" and "stratigraphic condition" are intended to identify localized geological features as opposed to the broader terms of basins, trends, provinces, plays, areas-of-interest, etc.

(16) *Oil and gas producing activities*.

(i) Oil and gas producing activities include:

(A) The search for crude oil, including condensate and natural gas liquids, or natural gas ("oil and gas") in their natural states and original locations;
(B) The acquisition of property rights or properties for the purpose of further exploration or for the purpose of removing the oil or gas from such properties;
(C) The construction, drilling, and production activities necessary to retrieve oil and gas from their natural reservoirs, including the acquisition, construction, installation, and maintenance of field gathering and storage systems, such as:

(1) Lifting the oil and gas to the surface; and
(2) Gathering, treating, and field processing (as in the case of processing gas to extract liquid hydrocarbons); and

DEFINITIONS OF OIL AND GAS RESERVES

Adapted from U.S. Securities and Exchange Commission Regulation S-X Section 210.4-10(a)

(D) Extraction of saleable hydrocarbons, in the solid, liquid, or gaseous state, from oil sands, shale, coalbeds, or other nonrenewable natural resources which are intended to be upgraded into synthetic oil or gas, and activities undertaken with a view to such extraction.

Instruction 1 to paragraph (a)(16)(i): The oil and gas production function shall be regarded as ending at a "terminal point", which is the outlet valve on the lease or field storage tank. If unusual physical or operational circumstances exist, it may be appropriate to regard the terminal point for the production function as:

a. The first point at which oil, gas, or gas liquids, natural or synthetic, are delivered to a main pipeline, a common carrier, a refinery, or a marine terminal; and
b. In the case of natural resources that are intended to be upgraded into synthetic oil or gas, if those natural resources are delivered to a purchaser prior to upgrading, the first point at which the natural resources are delivered to a main pipeline, a common carrier, a refinery, a marine terminal, or a facility which upgrades such natural resources into synthetic oil or gas.

Instruction 2 to paragraph (a)(16)(i): For purposes of this paragraph (a)(16), the term *saleable hydrocarbons* means hydrocarbons that are saleable in the state in which the hydrocarbons are delivered.

(ii) Oil and gas producing activities do not include:

(A) Transporting, refining, or marketing oil and gas;
(B) Processing of produced oil, gas, or natural resources that can be upgraded into synthetic oil or gas by a registrant that does not have the legal right to produce or a revenue interest in such production;
(C) Activities relating to the production of natural resources other than oil, gas, or natural resources from which synthetic oil and gas can be extracted; or
(D) Production of geothermal steam.

(17) *Possible reserves.* Possible reserves are those additional reserves that are less certain to be recovered than probable reserves.

(i) When deterministic methods are used, the total quantities ultimately recovered from a project have a low probability of exceeding proved plus probable plus possible reserves. When probabilistic methods are used, there should be at least a 10% probability that the total quantities ultimately recovered will equal or exceed the proved plus probable plus possible reserves estimates.
(ii) Possible reserves may be assigned to areas of a reservoir adjacent to probable reserves where data control and interpretations of available data are progressively less certain. Frequently, this will be in areas where geoscience and engineering data are unable to define clearly the area and vertical limits of commercial production from the reservoir by a defined project.
(iii) Possible reserves also include incremental quantities associated with a greater percentage recovery of the hydrocarbons in place than the recovery quantities assumed for probable reserves.
(iv) The proved plus probable and proved plus probable plus possible reserves estimates must be based on reasonable alternative technical and commercial interpretations within the reservoir or subject project that are clearly documented, including comparisons to results in successful similar projects.
(v) Possible reserves may be assigned where geoscience and engineering data identify directly adjacent portions of a reservoir within the same accumulation that may be separated from proved areas by faults with displacement less than formation thickness or other geological discontinuities and that have not been penetrated by a wellbore, and the registrant believes that such adjacent portions are in communication with the known (proved) reservoir. Possible reserves may be assigned to areas that are structurally higher or lower than the proved area if these areas are in communication with the proved reservoir.
(vi) Pursuant to paragraph (a)(22)(iii) of this section, where direct observation has defined a highest known oil (HKO) elevation and the potential exists for an associated gas cap, proved oil reserves should be assigned in the structurally higher portions of the reservoir above the HKO only if the higher contact can be established with reasonable certainty through reliable technology. Portions of the reservoir that do not meet this reasonable certainty criterion may be assigned as probable and possible oil or gas based on reservoir fluid properties and pressure gradient interpretations.

(18) *Probable reserves.* Probable reserves are those additional reserves that are less certain to be recovered than proved reserves but which, together with proved reserves, are as likely as not to be recovered.

(i) When deterministic methods are used, it is as likely as not that actual remaining quantities recovered will exceed the sum of estimated proved plus probable reserves. When probabilistic methods are used, there should be at least a 50% probability that the actual quantities recovered will equal or exceed the proved plus probable reserves estimates.

DEFINITIONS OF OIL AND GAS RESERVES

Adapted from U.S. Securities and Exchange Commission Regulation S-X Section 210.4-10(a)

(ii) Probable reserves may be assigned to areas of a reservoir adjacent to proved reserves where data control or interpretations of available data are less certain, even if the interpreted reservoir continuity of structure or productivity does not meet the reasonable certainty criterion. Probable reserves may be assigned to areas that are structurally higher than the proved area if these areas are in communication with the proved reservoir.

(iii) Probable reserves estimates also include potential incremental quantities associated with a greater percentage recovery of the hydrocarbons in place than assumed for proved reserves.

(iv) See also guidelines in paragraphs (a)(17)(iv) and (a)(17)(vi) of this section.

(19) *Probabilistic estimate.* The method of estimation of reserves or resources is called probabilistic when the full range of values that could reasonably occur for each unknown parameter (from the geoscience and engineering data) is used to generate a full range of possible outcomes and their associated probabilities of occurrence.

(20) *Production costs*.

(i) Costs incurred to operate and maintain wells and related equipment and facilities, including depreciation and applicable operating costs of support equipment and facilities and other costs of operating and maintaining those wells and related equipment and facilities. They become part of the cost of oil and gas produced. Examples of production costs (sometimes called lifting costs) are:

(A) Costs of labor to operate the wells and related equipment and facilities.
(B) Repairs and maintenance.
(C) Materials, supplies, and fuel consumed and supplies utilized in operating the wells and related equipment and facilities.
(D) Property taxes and insurance applicable to proved properties and wells and related equipment and facilities.
(E) Severance taxes.

(ii) Some support equipment or facilities may serve two or more oil and gas producing activities and may also serve transportation, refining, and marketing activities. To the extent that the support equipment and facilities are used in oil and gas producing activities, their depreciation and applicable operating costs become exploration, development or production costs, as appropriate. Depreciation, depletion, and amortization of capitalized acquisition, exploration, and development costs are not production costs but also become part of the cost of oil and gas produced along with production (lifting) costs identified above.

(21) *Proved area.* The part of a property to which proved reserves have been specifically attributed.

(22) *Proved oil and gas reserves.* Proved oil and gas reserves are those quantities of oil and gas, which, by analysis of geoscience and engineering data, can be estimated with reasonable certainty to be economically producible—from a given date forward, from known reservoirs, and under existing economic conditions, operating methods, and government regulations—prior to the time at which contracts providing the right to operate expire, unless evidence indicates that renewal is reasonably certain, regardless of whether deterministic or probabilistic methods are used for the estimation. The project to extract the hydrocarbons must have commenced or the operator must be reasonably certain that it will commence the project within a reasonable time.

(i) The area of the reservoir considered as proved includes:

(A) The area identified by drilling and limited by fluid contacts, if any, and
(B) Adjacent undrilled portions of the reservoir that can, with reasonable certainty, be judged to be continuous with it and to contain economically producible oil or gas on the basis of available geoscience and engineering data.

(ii) In the absence of data on fluid contacts, proved quantities in a reservoir are limited by the lowest known hydrocarbons (LKH) as seen in a well penetration unless geoscience, engineering, or performance data and reliable technology establishes a lower contact with reasonable certainty.

(iii) Where direct observation from well penetrations has defined a highest known oil (HKO) elevation and the potential exists for an associated gas cap, proved oil reserves may be assigned in the structurally higher portions of the reservoir only if geoscience, engineering, or performance data and reliable technology establish the higher contact with reasonable certainty.

(iv) Reserves which can be produced economically through application of improved recovery techniques (including, but not limited to, fluid injection) are included in the proved classification when:

(A) Successful testing by a pilot project in an area of the reservoir with properties no more favorable than in the reservoir as a whole, the operation of an installed program in the reservoir or an analogous reservoir, or other evidence using reliable technology establishes the reasonable certainty of the engineering analysis on which the project or program was based; and

DEFINITIONS OF OIL AND GAS RESERVES

Adapted from U.S. Securities and Exchange Commission Regulation S-X Section 210.4-10(a)

(B) The project has been approved for development by all necessary parties and entities, including governmental entities.

(v) Existing economic conditions include prices and costs at which economic producibility from a reservoir is to be determined. The price shall be the average price during the 12-month period prior to the ending date of the period covered by the report, determined as an unweighted arithmetic average of the first-day-of-the-month price for each month within such period, unless prices are defined by contractual arrangements, excluding escalations based upon future conditions.

(23) *Proved properties.* Properties with proved reserves.

(24) *Reasonable certainty.* If deterministic methods are used, reasonable certainty means a high degree of confidence that the quantities will be recovered. If probabilistic methods are used, there should be at least a 90% probability that the quantities actually recovered will equal or exceed the estimate. A high degree of confidence exists if the quantity is much more likely to be achieved than not, and, as changes due to increased availability of geoscience (geological, geophysical, and geochemical), engineering, and economic data are made to estimated ultimate recovery (EUR) with time, reasonably certain EUR is much more likely to increase or remain constant than to decrease.

(25) *Reliable technology.* Reliable technology is a grouping of one or more technologies (including computational methods) that has been field tested and has been demonstrated to provide reasonably certain results with consistency and repeatability in the formation being evaluated or in an analogous formation.

(26) *Reserves.* Reserves are estimated remaining quantities of oil and gas and related substances anticipated to be economically producible, as of a given date, by application of development projects to known accumulations. In addition, there must exist, or there must be a reasonable expectation that there will exist, the legal right to produce or a revenue interest in the production, installed means of delivering oil and gas or related substances to market, and all permits and financing required to implement the project.

Note to paragraph (a)(26): Reserves should not be assigned to adjacent reservoirs isolated by major, potentially sealing, faults until those reservoirs are penetrated and evaluated as economically producible. Reserves should not be assigned to areas that are clearly separated from a known accumulation by a non-productive reservoir (i.e., absence of reservoir, structurally low reservoir, or negative test results). Such areas may contain prospective resources (i.e., potentially recoverable resources from undiscovered accumulations).

Excerpted from the FASB Accounting Standards Codification Topic 932, Extractive Activities—Oil and Gas:

932-235-50-30 A standardized measure of discounted future net cash flows relating to an entity's interests in both of the following shall be disclosed as of the end of the year:

- *a. Proved oil and gas reserves (see paragraphs 932-235-50-3 through 50-11B)*
- *b. Oil and gas subject to purchase under long-term supply, purchase, or similar agreements and contracts in which the entity participates in the operation of the properties on which the oil or gas is located or otherwise serves as the producer of those reserves (see paragraph 932-235-50-7).*

The standardized measure of discounted future net cash flows relating to those two types of interests in reserves may be combined for reporting purposes.

932-235-50-31 All of the following information shall be disclosed in the aggregate and for each geographic area for which reserve quantities are disclosed in accordance with paragraphs 932-235-50-3 through 50-11B:

- *a. Future cash inflows. These shall be computed by applying prices used in estimating the entity's proved oil and gas reserves to the year-end quantities of those reserves. Future price changes shall be considered only to the extent provided by contractual arrangements in existence at year-end.*
- *b. Future development and production costs. These costs shall be computed by estimating the expenditures to be incurred in developing and producing the proved oil and gas reserves at the end of the year, based on year-end costs and assuming continuation of existing economic conditions. If estimated development expenditures are significant, they shall be presented separately from estimated production costs.*
- *c. Future income tax expenses. These expenses shall be computed by applying the appropriate year-end statutory tax rates, with consideration of future tax rates already legislated, to the future pretax net cash flows relating to the entity's proved oil and gas reserves, less the tax basis of the properties involved. The future income tax expenses shall give effect to tax deductions and tax credits and allowances relating to the entity's proved oil and gas reserves.*
- *d. Future net cash flows. These amounts are the result of subtracting future development and production costs and future income tax expenses from future cash inflows.*
- *e. Discount. This amount shall be derived from using a discount rate of 10 percent a year to reflect the timing of the future net cash flows relating to proved oil and gas reserves.*
- *f. Standardized measure of discounted future net cash flows. This amount is the future net cash flows less the computed discount.*

DEFINITIONS OF OIL AND GAS RESERVES

Adapted from U.S. Securities and Exchange Commission Regulation S-X Section 210.4-10(a)

(27) *Reservoir.* A porous and permeable underground formation containing a natural accumulation of producible oil and/or gas that is confined by impermeable rock or water barriers and is individual and separate from other reservoirs.

(28) *Resources.* Resources are quantities of oil and gas estimated to exist in naturally occurring accumulations. A portion of the resources may be estimated to be recoverable, and another portion may be considered to be unrecoverable. Resources include both discovered and undiscovered accumulations.

(29) *Service well.* A well drilled or completed for the purpose of supporting production in an existing field. Specific purposes of service wells include gas injection, water injection, steam injection, air injection, salt-water disposal, water supply for injection, observation, or injection for in-situ combustion.

(30) *Stratigraphic test well.* A stratigraphic test well is a drilling effort, geologically directed, to obtain information pertaining to a specific geologic condition. Such wells customarily are drilled without the intent of being completed for hydrocarbon production. The classification also includes tests identified as core tests and all types of expendable holes related to hydrocarbon exploration. Stratigraphic tests are classified as "exploratory type" if not drilled in a known area or "development type" if drilled in a known area.

(31) *Undeveloped oil and gas reserves.* Undeveloped oil and gas reserves are reserves of any category that are expected to be recovered from new wells on undrilled acreage, or from existing wells where a relatively major expenditure is required for recompletion.

(i) Reserves on undrilled acreage shall be limited to those directly offsetting development spacing areas that are reasonably certain of production when drilled, unless evidence using reliable technology exists that establishes reasonable certainty of economic producibility at greater distances.
(ii) Undrilled locations can be classified as having undeveloped reserves only if a development plan has been adopted indicating that they are scheduled to be drilled within five years, unless the specific circumstances, justify a longer time.

From the SEC's Compliance and Disclosure Interpretations (October 26, 2009):

Although several types of projects — such as constructing offshore platforms and development in urban areas, remote locations or environmentally sensitive locations — by their nature customarily take a longer time to develop and therefore often do justify longer time periods, this determination must always take into consideration all of the facts and circumstances. No particular type of project per se justifies a longer time period, and any extension beyond five years should be the exception, and not the rule.

Factors that a company should consider in determining whether or not circumstances justify recognizing reserves even though development may extend past five years include, but are not limited to, the following:

- *The company's level of ongoing significant development activities in the area to be developed (for example, drilling only the minimum number of wells necessary to maintain the lease generally would not constitute significant development activities);*
- *The company's historical record at completing development of comparable long-term projects;*
- *The amount of time in which the company has maintained the leases, or booked the reserves, without significant development activities;*
- *The extent to which the company has followed a previously adopted development plan (for example, if a company has changed its development plan several times without taking significant steps to implement any of those plans, recognizing proved undeveloped reserves typically would not be appropriate); and*
- *The extent to which delays in development are caused by external factors related to the physical operating environment (for example, restrictions on development on Federal lands, but not obtaining government permits), rather than by internal factors (for example, shifting resources to develop properties with higher priority).*

(iii) Under no circumstances shall estimates for undeveloped reserves be attributable to any acreage for which an application of fluid injection or other improved recovery technique is contemplated, unless such techniques have been proved effective by actual projects in the same reservoir or an analogous reservoir, as defined in paragraph (a)(2) of this section, or by other evidence using reliable technology establishing reasonable certainty.

(32) *Unproved properties.* Properties with no proved reserves.

NETHERLAND, SEWELL & ASSOCIATES, INC.
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May 5, 2022

Mr. Bradley G. Gray
Diversified Energy Company PLC
1800 Corporate Drive
Birmingham, Alabama 35242

Dear Mr. Gray:

In accordance with your request, we have estimated the proved reserves and future revenue, as of December 31, 2020, to the Diversified Energy Company PLC (DEC) interest in certain oil and gas properties located in the Appalachian Basin, United States. We completed our evaluation on or about the date of this letter. It is our understanding that the proved reserves estimated in this report constitute all of the proved reserves owned by DEC as of December 31, 2020. The estimates in this report have been prepared in accordance with the definitions and regulations of the U.S. Securities and Exchange Commission (SEC) and conform to the FASB Accounting Standards Codification Topic 932, Extractive Activities—Oil and Gas, except that future income taxes are excluded for all properties and, as requested, per-well overhead expenses are excluded for the operated properties. Definitions are presented immediately following this letter. This report has been prepared for DEC's use in filing with the SEC; in our opinion the assumptions, data, methods, and procedures used in the preparation of this report are appropriate for such purpose.

We estimate the net reserves and future net revenue to the DEC interest in these properties, as of December 31, 2020, to be:

	Net Reserves				Future Net Revenue (M$)	
Category	Oil (MBBL)	NGL (MBBL)	Gas (MMCF)	Oil Equivalent (MBOE)	Total	Present Worth at 10%
Proved Developed	4,760.2	60,205.9	2,860,792.0	541,764.7	1,334,099.5	1,086,917.3

The oil volumes shown include crude oil and condensate. Oil and natural gas liquids (NGL) volumes are expressed in thousands of barrels (MBBL); a barrel is equivalent to 42 United States gallons. Gas volumes are expressed in millions of cubic feet (MMCF) at standard temperature and pressure bases. Oil equivalent volumes shown in this report are expressed in thousands of barrels of oil equivalent (MBOE), determined using the ratio of 6 MCF of gas to 1 barrel of oil.

Reserves categorization conveys the relative degree of certainty; reserves subcategorization is based on development and production status. Proved developed reserves include proved developed producing and proved developed shut-in wells only. No study was made to determine whether proved developed non-producing, proved undeveloped, probable, or possible reserves might be established for these properties. The estimates of reserves and future revenue included herein have not been adjusted for risk. This report does not include any value that could be attributed to interests in undeveloped acreage.

Gross revenue is DEC's share of the gross (100 percent) revenue from the properties prior to any deductions. Future net revenue is after deductions for DEC's share of production taxes, ad valorem taxes, capital costs, abandonment costs, and operating expenses but before consideration of any income taxes. The future net revenue has been discounted at an annual rate of 10 percent to determine its present worth, which is shown to indicate the effect of time on the value of money. Future net revenue presented in this report, whether discounted or undiscounted, should not be construed as being the fair market value of the properties.

Prices used in this report are based on the 12-month unweighted arithmetic average of the first-day-of-the-month price for each month in the period January through December 2020. For oil and NGL volumes, the average West Texas Intermediate spot price of $39.54 per barrel is adjusted for quality, transportation fees, and market differentials; for certain properties, NGL prices are negative after adjustments. For gas volumes, the average Henry Hub spot price of $1.985 per MMBTU is adjusted for energy content, transportation fees, and market differentials. All prices are held constant throughout the lives of the properties. The average adjusted product prices weighted by production over the remaining lives of the properties are $34.95 per barrel of oil, $5.01 per barrel of NGL, and $1.887 per MCF of gas.

Operating costs used in this report are based on operating expense records of DEC. For the nonoperated properties, these costs include the per-well overhead expenses allowed under joint operating agreements along with estimates of costs to be incurred at and below the district and field levels. As requested, operating costs for the operated properties include only direct lease- and field-level costs. Operating costs have been divided into per-well costs and per-unit-of-production costs. For all properties, headquarters general and administrative overhead expenses of DEC are not included. This report includes additional operating expenses for the effects of all applicable firm transportation contracts. It is our understanding that DEC is supplying all committed volumes for these contracts. Operating costs are not escalated for inflation.

Capital costs used in this report were provided by DEC and are based on authorizations for expenditure and actual costs from recent activity. Capital costs are included as required for midstream facility maintenance. Based on a review of the records provided to us, we regard these estimated capital costs to be reasonable. Abandonment costs used in this report are DEC's estimates of the costs to abandon the wells and production facilities, net of any salvage value. Capital costs and abandonment costs are not escalated for inflation.

For the purposes of this report, we did not perform any field inspection of the properties, nor did we examine the mechanical operation or condition of the wells and facilities. We have not investigated possible environmental liability related to the properties; therefore, our estimates do not include any costs due to such possible liability.

We have made no investigation of potential volume and value imbalances resulting from overdelivery or underdelivery to the DEC interest. Therefore, our estimates of reserves and future revenue do not include adjustments for the settlement of any such imbalances; our projections are based on DEC receiving its net revenue interest share of estimated future gross production. In addition, no consideration has been given to any potential future gas curtailment activities or changes in market conditions.

The reserves shown in this report are estimates only and should not be construed as exact quantities. Proved reserves are those quantities of oil and gas which, by analysis of engineering and geoscience data, can be estimated with reasonable certainty to be economically producible; probable and possible reserves are those additional reserves which are sequentially less certain to be recovered than proved reserves. Estimates of reserves may increase or decrease as a result of market conditions, future operations, changes in regulations, or actual reservoir performance. In addition to the primary economic assumptions discussed herein, our estimates are based on certain assumptions including, but not limited to, that the properties will be operated in a prudent manner, that no governmental regulations or controls will be put in place that would impact the ability of the interest owner to recover the reserves, and that our projections of future production will prove consistent with actual performance. If the reserves are recovered, the revenues therefrom and the costs related thereto could be more or less than the estimated amounts. Because of governmental policies and uncertainties of supply and demand, the sales rates, prices received for the reserves, and costs incurred in recovering such reserves may vary from assumptions made while preparing this report.

For the purposes of this report, we used technical and economic data including, but not limited to, well logs, geologic maps, well test data, production data, historical price and cost information, and property ownership interests. The reserves in this report have been estimated using deterministic methods; these estimates have been prepared in accordance with the Standards Pertaining to the Estimating and Auditing of Oil and Gas Reserves Information promulgated by the Society of Petroleum Engineers (SPE Standards). We used standard engineering and geoscience methods, or a combination of methods, including performance analysis, volumetric analysis, and analogy, that we considered to be appropriate and necessary to categorize and estimate reserves in accordance with SEC definitions and regulations. As in all aspects of oil and gas evaluation, there are uncertainties inherent in the interpretation of engineering and geoscience data; therefore, our conclusions necessarily represent only informed professional judgment.

NETHERLAND, SEWELL & ASSOCIATES, INC.

The data used in our estimates were obtained from DEC, public data sources, and the nonconfidential files of Netherland, Sewell & Associates, Inc. (NSAI) and were accepted as accurate. Supporting work data are on file in our office. We have not examined the titles to the properties or independently confirmed the actual degree or type of interest owned. The technical persons primarily responsible for preparing the estimates presented herein meet the requirements regarding qualifications, independence, objectivity, and confidentiality set forth in the SPE Standards. Robert C. Barg, a Licensed Professional Engineer in the State of Texas, has been practicing consulting petroleum engineering at NSAI since 1989 and has over 6 years of prior industry experience. William J. Knights, a Licensed Professional Geoscientist in the State of Texas, has been practicing consulting petroleum geoscience at NSAI since 1991 and has over 10 years of prior industry experience. We are independent petroleum engineers, geologists, geophysicists, and petrophysicists; we do not own an interest in these properties nor are we employed on a contingent basis.

Sincerely,

NETHERLAND, SEWELL & ASSOCIATES, INC.
Texas Registered Engineering Firm F-2699

By: /s/ C.H. (Scott) Rees III
C.H. (Scott) Rees III, P.E.
Chairman and Chief Executive Officer

By: /s/ Robert C. Barg
Robert C. Barg, P.E. 71658
Senior Vice President

Date Signed: May 5, 2022

By: /s/ William J. Knights
William J. Knights, P.G. 1532
Vice President

Date Signed: May 5, 2022

RCB:DCC

DEFINITIONS OF OIL AND GAS RESERVES

Adapted from U.S. Securities and Exchange Commission Regulation S-X Section 210.4-10(a)

The following definitions are set forth in U.S. Securities and Exchange Commission (SEC) Regulation S-X Section 210.4-10(a). Also included is supplemental information from (1) the 2018 Petroleum Resources Management System approved by the Society of Petroleum Engineers, (2) the FASB Accounting Standards Codification Topic 932, Extractive Activities—Oil and Gas, and (3) the SEC's Compliance and Disclosure Interpretations.

(1) *Acquisition of properties.* Costs incurred to purchase, lease or otherwise acquire a property, including costs of lease bonuses and options to purchase or lease properties, the portion of costs applicable to minerals when land including mineral rights is purchased in fee, brokers' fees, recording fees, legal costs, and other costs incurred in acquiring properties.

(2) *Analogous reservoir*. Analogous reservoirs, as used in resources assessments, have similar rock and fluid properties, reservoir conditions (depth, temperature, and pressure) and drive mechanisms, but are typically at a more advanced stage of development than the reservoir of interest and thus may provide concepts to assist in the interpretation of more limited data and estimation of recovery. When used to support proved reserves, an "analogous reservoir" refers to a reservoir that shares the following characteristics with the reservoir of interest:

(i) Same geological formation (but not necessarily in pressure communication with the reservoir of interest);
(ii) Same environment of deposition;
(iii) Similar geological structure; and
(iv) Same drive mechanism.

Instruction to paragraph (a)(2): Reservoir properties must, in the aggregate, be no more favorable in the analog than in the reservoir of interest.

(3) *Bitumen*. Bitumen, sometimes referred to as natural bitumen, is petroleum in a solid or semi-solid state in natural deposits with a viscosity greater than 10,000 centipoise measured at original temperature in the deposit and atmospheric pressure, on a gas free basis. In its natural state it usually contains sulfur, metals, and other non-hydrocarbons.

(4) *Condensate*. Condensate is a mixture of hydrocarbons that exists in the gaseous phase at original reservoir temperature and pressure, but that, when produced, is in the liquid phase at surface pressure and temperature.

(5) *Deterministic estimate*. The method of estimating reserves or resources is called deterministic when a single value for each parameter (from the geoscience, engineering, or economic data) in the reserves calculation is used in the reserves estimation procedure.

(6) *Developed oil and gas reserves*. Developed oil and gas reserves are reserves of any category that can be expected to be recovered:

(i) Through existing wells with existing equipment and operating methods or in which the cost of the required equipment is relatively minor compared to the cost of a new well; and
(ii) Through installed extraction equipment and infrastructure operational at the time of the reserves estimate if the extraction is by means not involving a well.

Supplemental definitions from the 2018 Petroleum Resources Management System:

Developed Producing Reserves – Expected quantities to be recovered from completion intervals that are open and producing at the effective date of the estimate. Improved recovery Reserves are considered producing only after the improved recovery project is in operation.

Developed Non-Producing Reserves – Shut-in and behind-pipe Reserves. Shut-in Reserves are expected to be recovered from (1) completion intervals that are open at the time of the estimate but which have not yet started producing, (2) wells which were shut-in for market conditions or pipeline connections, or (3) wells not capable of production for mechanical reasons. Behind-pipe Reserves are expected to be recovered from zones in existing wells that will require additional completion work or future re-completion before start of production with minor cost to access these reserves. In all cases, production can be initiated or restored with relatively low expenditure compared to the cost of drilling a new well.

(7) *Development costs.* Costs incurred to obtain access to proved reserves and to provide facilities for extracting, treating, gathering and storing the oil and gas. More specifically, development costs, including depreciation and applicable operating costs of support equipment and facilities and other costs of development activities, are costs incurred to:

(i) Gain access to and prepare well locations for drilling, including surveying well locations for the purpose of determining specific development drilling sites, clearing ground, draining, road building, and relocating public roads, gas lines, and power lines, to the extent necessary in developing the proved reserves.
(ii) Drill and equip development wells, development-type stratigraphic test wells, and service wells, including the costs of platforms and of well equipment such as casing, tubing, pumping equipment, and the wellhead assembly.

DEFINITIONS OF OIL AND GAS RESERVES

Adapted from U.S. Securities and Exchange Commission Regulation S-X Section 210.4-10(a)

(iii) Acquire, construct, and install production facilities such as lease flow lines, separators, treaters, heaters, manifolds, measuring devices, and production storage tanks, natural gas cycling and processing plants, and central utility and waste disposal systems.
(iv) Provide improved recovery systems.

(8) *Development project*. A development project is the means by which petroleum resources are brought to the status of economically producible. As examples, the development of a single reservoir or field, an incremental development in a producing field, or the integrated development of a group of several fields and associated facilities with a common ownership may constitute a development project.

(9) *Development well*. A well drilled within the proved area of an oil or gas reservoir to the depth of a stratigraphic horizon known to be productive.

(10) *Economically producible*. The term economically producible, as it relates to a resource, means a resource which generates revenue that exceeds, or is reasonably expected to exceed, the costs of the operation. The value of the products that generate revenue shall be determined at the terminal point of oil and gas producing activities as defined in paragraph (a)(16) of this section.

(11) *Estimated ultimate recovery (EUR)*. Estimated ultimate recovery is the sum of reserves remaining as of a given date and cumulative production as of that date.

(12) *Exploration costs*. Costs incurred in identifying areas that may warrant examination and in examining specific areas that are considered to have prospects of containing oil and gas reserves, including costs of drilling exploratory wells and exploratory-type stratigraphic test wells. Exploration costs may be incurred both before acquiring the related property (sometimes referred to in part as prospecting costs) and after acquiring the property. Principal types of exploration costs, which include depreciation and applicable operating costs of support equipment and facilities and other costs of exploration activities, are:

(i) Costs of topographical, geographical and geophysical studies, rights of access to properties to conduct those studies, and salaries and other expenses of geologists, geophysical crews, and others conducting those studies. Collectively, these are sometimes referred to as geological and geophysical or "G&G" costs.
(ii) Costs of carrying and retaining undeveloped properties, such as delay rentals, ad valorem taxes on properties, legal costs for title defense, and the maintenance of land and lease records.
(iii) Dry hole contributions and bottom hole contributions.
(iv) Costs of drilling and equipping exploratory wells.
(v) Costs of drilling exploratory-type stratigraphic test wells.

(13) *Exploratory well*. An exploratory well is a well drilled to find a new field or to find a new reservoir in a field previously found to be productive of oil or gas in another reservoir. Generally, an exploratory well is any well that is not a development well, an extension well, a service well, or a stratigraphic test well as those items are defined in this section.

(14) *Extension well*. An extension well is a well drilled to extend the limits of a known reservoir.

(15) *Field*. An area consisting of a single reservoir or multiple reservoirs all grouped on or related to the same individual geological structural feature and/or stratigraphic condition. There may be two or more reservoirs in a field which are separated vertically by intervening impervious strata, or laterally by local geologic barriers, or by both. Reservoirs that are associated by being in overlapping or adjacent fields may be treated as a single or common operational field. The geological terms "structural feature" and "stratigraphic condition" are intended to identify localized geological features as opposed to the broader terms of basins, trends, provinces, plays, areas-of-interest, etc.

(16) *Oil and gas producing activities*.

(i) Oil and gas producing activities include:

(A) The search for crude oil, including condensate and natural gas liquids, or natural gas ("oil and gas") in their natural states and original locations;
(B) The acquisition of property rights or properties for the purpose of further exploration or for the purpose of removing the oil or gas from such properties;
(C) The construction, drilling, and production activities necessary to retrieve oil and gas from their natural reservoirs, including the acquisition, construction, installation, and maintenance of field gathering and storage systems, such as:
(1) Lifting the oil and gas to the surface; and
(2) Gathering, treating, and field processing (as in the case of processing gas to extract liquid hydrocarbons); and

DEFINITIONS OF OIL AND GAS RESERVES

Adapted from U.S. Securities and Exchange Commission Regulation S-X Section 210.4-10(a)

(D) Extraction of saleable hydrocarbons, in the solid, liquid, or gaseous state, from oil sands, shale, coalbeds, or other nonrenewable natural resources which are intended to be upgraded into synthetic oil or gas, and activities undertaken with a view to such extraction.

Instruction 1 to paragraph (a)(16)(i): The oil and gas production function shall be regarded as ending at a "terminal point", which is the outlet valve on the lease or field storage tank. If unusual physical or operational circumstances exist, it may be appropriate to regard the terminal point for the production function as:

a. The first point at which oil, gas, or gas liquids, natural or synthetic, are delivered to a main pipeline, a common carrier, a refinery, or a marine terminal; and
b. In the case of natural resources that are intended to be upgraded into synthetic oil or gas, if those natural resources are delivered to a purchaser prior to upgrading, the first point at which the natural resources are delivered to a main pipeline, a common carrier, a refinery, a marine terminal, or a facility which upgrades such natural resources into synthetic oil or gas.

Instruction 2 to paragraph (a)(16)(i): For purposes of this paragraph (a)(16), the term *saleable hydrocarbons* means hydrocarbons that are saleable in the state in which the hydrocarbons are delivered.

(ii) Oil and gas producing activities do not include:

(A) Transporting, refining, or marketing oil and gas;
(B) Processing of produced oil, gas, or natural resources that can be upgraded into synthetic oil or gas by a registrant that does not have the legal right to produce or a revenue interest in such production;
(C) Activities relating to the production of natural resources other than oil, gas, or natural resources from which synthetic oil and gas can be extracted; or
(D) Production of geothermal steam.

(17) *Possible reserves.* Possible reserves are those additional reserves that are less certain to be recovered than probable reserves.

(i) When deterministic methods are used, the total quantities ultimately recovered from a project have a low probability of exceeding proved plus probable plus possible reserves. When probabilistic methods are used, there should be at least a 10% probability that the total quantities ultimately recovered will equal or exceed the proved plus probable plus possible reserves estimates.
(ii) Possible reserves may be assigned to areas of a reservoir adjacent to probable reserves where data control and interpretations of available data are progressively less certain. Frequently, this will be in areas where geoscience and engineering data are unable to define clearly the area and vertical limits of commercial production from the reservoir by a defined project.
(iii) Possible reserves also include incremental quantities associated with a greater percentage recovery of the hydrocarbons in place than the recovery quantities assumed for probable reserves.
(iv) The proved plus probable and proved plus probable plus possible reserves estimates must be based on reasonable alternative technical and commercial interpretations within the reservoir or subject project that are clearly documented, including comparisons to results in successful similar projects.
(v) Possible reserves may be assigned where geoscience and engineering data identify directly adjacent portions of a reservoir within the same accumulation that may be separated from proved areas by faults with displacement less than formation thickness or other geological discontinuities and that have not been penetrated by a wellbore, and the registrant believes that such adjacent portions are in communication with the known (proved) reservoir. Possible reserves may be assigned to areas that are structurally higher or lower than the proved area if these areas are in communication with the proved reservoir.
(vi) Pursuant to paragraph (a)(22)(iii) of this section, where direct observation has defined a highest known oil (HKO) elevation and the potential exists for an associated gas cap, proved oil reserves should be assigned in the structurally higher portions of the reservoir above the HKO only if the higher contact can be established with reasonable certainty through reliable technology. Portions of the reservoir that do not meet this reasonable certainty criterion may be assigned as probable and possible oil or gas based on reservoir fluid properties and pressure gradient interpretations.

(18) *Probable reserves.* Probable reserves are those additional reserves that are less certain to be recovered than proved reserves but which, together with proved reserves, are as likely as not to be recovered.

(i) When deterministic methods are used, it is as likely as not that actual remaining quantities recovered will exceed the sum of estimated proved plus probable reserves. When probabilistic methods are used, there should be at least a 50% probability that the actual quantities recovered will equal or exceed the proved plus probable reserves estimates.

DEFINITIONS OF OIL AND GAS RESERVES

Adapted from U.S. Securities and Exchange Commission Regulation S-X Section 210.4-10(a)

(ii) Probable reserves may be assigned to areas of a reservoir adjacent to proved reserves where data control or interpretations of available data are less certain, even if the interpreted reservoir continuity of structure or productivity does not meet the reasonable certainty criterion. Probable reserves may be assigned to areas that are structurally higher than the proved area if these areas are in communication with the proved reservoir.

(iii) Probable reserves estimates also include potential incremental quantities associated with a greater percentage recovery of the hydrocarbons in place than assumed for proved reserves.

(iv) See also guidelines in paragraphs (a)(17)(iv) and (a)(17)(vi) of this section.

(19) *Probabilistic estimate.* The method of estimation of reserves or resources is called probabilistic when the full range of values that could reasonably occur for each unknown parameter (from the geoscience and engineering data) is used to generate a full range of possible outcomes and their associated probabilities of occurrence.

(20) *Production costs*.

(i) Costs incurred to operate and maintain wells and related equipment and facilities, including depreciation and applicable operating costs of support equipment and facilities and other costs of operating and maintaining those wells and related equipment and facilities. They become part of the cost of oil and gas produced. Examples of production costs (sometimes called lifting costs) are:

(A) Costs of labor to operate the wells and related equipment and facilities.
(B) Repairs and maintenance.
(C) Materials, supplies, and fuel consumed and supplies utilized in operating the wells and related equipment and facilities.
(D) Property taxes and insurance applicable to proved properties and wells and related equipment and facilities.
(E) Severance taxes.

(ii) Some support equipment or facilities may serve two or more oil and gas producing activities and may also serve transportation, refining, and marketing activities. To the extent that the support equipment and facilities are used in oil and gas producing activities, their depreciation and applicable operating costs become exploration, development or production costs, as appropriate. Depreciation, depletion, and amortization of capitalized acquisition, exploration, and development costs are not production costs but also become part of the cost of oil and gas produced along with production (lifting) costs identified above.

(21) *Proved area.* The part of a property to which proved reserves have been specifically attributed.

(22) *Proved oil and gas reserves.* Proved oil and gas reserves are those quantities of oil and gas, which, by analysis of geoscience and engineering data, can be estimated with reasonable certainty to be economically producible—from a given date forward, from known reservoirs, and under existing economic conditions, operating methods, and government regulations—prior to the time at which contracts providing the right to operate expire, unless evidence indicates that renewal is reasonably certain, regardless of whether deterministic or probabilistic methods are used for the estimation. The project to extract the hydrocarbons must have commenced or the operator must be reasonably certain that it will commence the project within a reasonable time.

(i) The area of the reservoir considered as proved includes:

(A) The area identified by drilling and limited by fluid contacts, if any, and
(B) Adjacent undrilled portions of the reservoir that can, with reasonable certainty, be judged to be continuous with it and to contain economically producible oil or gas on the basis of available geoscience and engineering data.

(ii) In the absence of data on fluid contacts, proved quantities in a reservoir are limited by the lowest known hydrocarbons (LKH) as seen in a well penetration unless geoscience, engineering, or performance data and reliable technology establishes a lower contact with reasonable certainty.

(iii) Where direct observation from well penetrations has defined a highest known oil (HKO) elevation and the potential exists for an associated gas cap, proved oil reserves may be assigned in the structurally higher portions of the reservoir only if geoscience, engineering, or performance data and reliable technology establish the higher contact with reasonable certainty.

(iv) Reserves which can be produced economically through application of improved recovery techniques (including, but not limited to, fluid injection) are included in the proved classification when:

(A) Successful testing by a pilot project in an area of the reservoir with properties no more favorable than in the reservoir as a whole, the operation of an installed program in the reservoir or an analogous reservoir, or other evidence using reliable technology establishes the reasonable certainty of the engineering analysis on which the project or program was based; and

DEFINITIONS OF OIL AND GAS RESERVES

Adapted from U.S. Securities and Exchange Commission Regulation S-X Section 210.4-10(a)

(B) The project has been approved for development by all necessary parties and entities, including governmental entities.

(v) Existing economic conditions include prices and costs at which economic producibility from a reservoir is to be determined. The price shall be the average price during the 12-month period prior to the ending date of the period covered by the report, determined as an unweighted arithmetic average of the first-day-of-the-month price for each month within such period, unless prices are defined by contractual arrangements, excluding escalations based upon future conditions.

(23) *Proved properties.* Properties with proved reserves.

(24) *Reasonable certainty.* If deterministic methods are used, reasonable certainty means a high degree of confidence that the quantities will be recovered. If probabilistic methods are used, there should be at least a 90% probability that the quantities actually recovered will equal or exceed the estimate. A high degree of confidence exists if the quantity is much more likely to be achieved than not, and, as changes due to increased availability of geoscience (geological, geophysical, and geochemical), engineering, and economic data are made to estimated ultimate recovery (EUR) with time, reasonably certain EUR is much more likely to increase or remain constant than to decrease.

(25) *Reliable technology.* Reliable technology is a grouping of one or more technologies (including computational methods) that has been field tested and has been demonstrated to provide reasonably certain results with consistency and repeatability in the formation being evaluated or in an analogous formation.

(26) *Reserves.* Reserves are estimated remaining quantities of oil and gas and related substances anticipated to be economically producible, as of a given date, by application of development projects to known accumulations. In addition, there must exist, or there must be a reasonable expectation that there will exist, the legal right to produce or a revenue interest in the production, installed means of delivering oil and gas or related substances to market, and all permits and financing required to implement the project.

Note to paragraph (a)(26): Reserves should not be assigned to adjacent reservoirs isolated by major, potentially sealing, faults until those reservoirs are penetrated and evaluated as economically producible. Reserves should not be assigned to areas that are clearly separated from a known accumulation by a non-productive reservoir (i.e., absence of reservoir, structurally low reservoir, or negative test results). Such areas may contain prospective resources (i.e., potentially recoverable resources from undiscovered accumulations).

Excerpted from the FASB Accounting Standards Codification Topic 932, Extractive Activities—Oil and Gas:

932-235-50-30 A standardized measure of discounted future net cash flows relating to an entity's interests in both of the following shall be disclosed as of the end of the year:

a. *Proved oil and gas reserves (see paragraphs 932-235-50-3 through 50-11B)*
b. *Oil and gas subject to purchase under long-term supply, purchase, or similar agreements and contracts in which the entity participates in the operation of the properties on which the oil or gas is located or otherwise serves as the producer of those reserves (see paragraph 932-235-50-7).*

The standardized measure of discounted future net cash flows relating to those two types of interests in reserves may be combined for reporting purposes.

932-235-50-31 All of the following information shall be disclosed in the aggregate and for each geographic area for which reserve quantities are disclosed in accordance with paragraphs 932-235-50-3 through 50-11B:

a. *Future cash inflows. These shall be computed by applying prices used in estimating the entity's proved oil and gas reserves to the year-end quantities of those reserves. Future price changes shall be considered only to the extent provided by contractual arrangements in existence at year-end.*
b. *Future development and production costs. These costs shall be computed by estimating the expenditures to be incurred in developing and producing the proved oil and gas reserves at the end of the year, based on year-end costs and assuming continuation of existing economic conditions. If estimated development expenditures are significant, they shall be presented separately from estimated production costs.*
c. *Future income tax expenses. These expenses shall be computed by applying the appropriate year-end statutory tax rates, with consideration of future tax rates already legislated, to the future pretax net cash flows relating to the entity's proved oil and gas reserves, less the tax basis of the properties involved. The future income tax expenses shall give effect to tax deductions and tax credits and allowances relating to the entity's proved oil and gas reserves.*
d. *Future net cash flows. These amounts are the result of subtracting future development and production costs and future income tax expenses from future cash inflows.*
e. *Discount. This amount shall be derived from using a discount rate of 10 percent a year to reflect the timing of the future net cash flows relating to proved oil and gas reserves.*
f. *Standardized measure of discounted future net cash flows. This amount is the future net cash flows less the computed discount.*

DEFINITIONS OF OIL AND GAS RESERVES

Adapted from U.S. Securities and Exchange Commission Regulation S-X Section 210.4-10(a)

(27) *Reservoir.* A porous and permeable underground formation containing a natural accumulation of producible oil and/or gas that is confined by impermeable rock or water barriers and is individual and separate from other reservoirs.

(28) *Resources.* Resources are quantities of oil and gas estimated to exist in naturally occurring accumulations. A portion of the resources may be estimated to be recoverable, and another portion may be considered to be unrecoverable. Resources include both discovered and undiscovered accumulations.

(29) *Service well.* A well drilled or completed for the purpose of supporting production in an existing field. Specific purposes of service wells include gas injection, water injection, steam injection, air injection, salt-water disposal, water supply for injection, observation, or injection for in-situ combustion.

(30) *Stratigraphic test well.* A stratigraphic test well is a drilling effort, geologically directed, to obtain information pertaining to a specific geologic condition. Such wells customarily are drilled without the intent of being completed for hydrocarbon production. The classification also includes tests identified as core tests and all types of expendable holes related to hydrocarbon exploration. Stratigraphic tests are classified as "exploratory type" if not drilled in a known area or "development type" if drilled in a known area.

(31) *Undeveloped oil and gas reserves.* Undeveloped oil and gas reserves are reserves of any category that are expected to be recovered from new wells on undrilled acreage, or from existing wells where a relatively major expenditure is required for recompletion.

(i) Reserves on undrilled acreage shall be limited to those directly offsetting development spacing areas that are reasonably certain of production when drilled, unless evidence using reliable technology exists that establishes reasonable certainty of economic producibility at greater distances.
(ii) Undrilled locations can be classified as having undeveloped reserves only if a development plan has been adopted indicating that they are scheduled to be drilled within five years, unless the specific circumstances, justify a longer time.

From the SEC's Compliance and Disclosure Interpretations (October 26, 2009):

Although several types of projects — such as constructing offshore platforms and development in urban areas, remote locations or environmentally sensitive locations — by their nature customarily take a longer time to develop and therefore often do justify longer time periods, this determination must always take into consideration all of the facts and circumstances. No particular type of project per se justifies a longer time period, and any extension beyond five years should be the exception, and not the rule.

Factors that a company should consider in determining whether or not circumstances justify recognizing reserves even though development may extend past five years include, but are not limited to, the following:

- *The company's level of ongoing significant development activities in the area to be developed (for example, drilling only the minimum number of wells necessary to maintain the lease generally would not constitute significant development activities);*
- *The company's historical record at completing development of comparable long-term projects;*
- *The amount of time in which the company has maintained the leases, or booked the reserves, without significant development activities;*
- *The extent to which the company has followed a previously adopted development plan (for example, if a company has changed its development plan several times without taking significant steps to implement any of those plans, recognizing proved undeveloped reserves typically would not be appropriate); and*
- *The extent to which delays in development are caused by external factors related to the physical operating environment (for example, restrictions on development on Federal lands, but not obtaining government permits), rather than by internal factors (for example, shifting resources to develop properties with higher priority).*

(iii) Under no circumstances shall estimates for undeveloped reserves be attributable to any acreage for which an application of fluid injection or other improved recovery technique is contemplated, unless such techniques have been proved effective by actual projects in the same reservoir or an analogous reservoir, as defined in paragraph (a)(2) of this section, or by other evidence using reliable technology establishing reasonable certainty.

(32) *Unproved properties.* Properties with no proved reserves.