

LIMITED LIABILITY COMPANY AGREEMENT¹

OF

**BRUIN BLOCKER LLC
a Delaware Limited Liability Company**

Dated as of August [31], 2020

THE MEMBERSHIP INTERESTS (THE “INTERESTS”) OF BRUIN BLOCKER LLC (THE “COMPANY”) ARE SUBJECT TO VARIOUS CONDITIONS INCLUDING CERTAIN RESTRICTIONS ON ANY OFFER, SALE, DISPOSITION, TRANSFER AND VOTING AS SET FORTH IN THE LIMITED LIABILITY COMPANY AGREEMENT, DATED AS OF AUGUST [31], 2020 (AS MAY BE AMENDED, RESTATED, SUPPLEMENTED OR MODIFIED FROM TIME TO TIME, THE “LLC AGREEMENT”) OF THE COMPANY. NO REGISTRATION OR TRANSFER OF SUCH SECURITIES WILL BE MADE ON THE BOOKS AND RECORDS OF THE COMPANY OR ITS TRANSFER AGENT UNLESS AND UNTIL SUCH RESTRICTIONS SHALL HAVE BEEN COMPLIED WITH. THE COMPANY WILL FURNISH WITHOUT CHARGE TO EACH HOLDER OF RECORD OF SUCH SECURITIES A COPY OF THE LLC AGREEMENT CONTAINING THE ABOVE REFERENCED RESTRICTIONS ON TRANSFERS AND VOTING OF SECURITIES UPON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS.

¹ This agreement is subject to be amended, supplemented or modified.

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LIMITED LIABILITY COMPANY AGREEMENT

OF

BRUIN BLOCKER LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”), dated as of August [31], 2020, of Bruin Blocker LLC, a Delaware limited liability company (together with its successors and assigns, the “**Company**”), is made and entered into by and among the parties listed on the signature pages hereto as members (together with such other Persons that may hereafter become members as provided herein, referred to collectively as the “**Members**” or, individually, as a “**Member**”).

RECITALS:

WHEREAS, on August 6, 2020, a certificate of formation of the Company was filed with the Delaware Secretary of State (the “**Certificate**”); and

WHEREAS, the Members desire to adopt and approve a limited liability company agreement for the Company.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and agreements contained herein, each of the Members do hereby agree as follows:

ARTICLE 1 — DEFINITIONS

When used in this Agreement, the following terms have the respective meanings assigned to them set forth below:

1.1 “**Act**” means the Delaware Limited Liability Company Act (together with any successor statute, and as amended from time to time).

1.2 “**Affiliate**” means, when used 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, the Person in question.

1.3 “**Agreement**” has the meaning set forth in the preamble to this Agreement, as the same may be amended, modified or restated from time to time.

1.4 “**Bruin Purchaser**” means Bruin Purchaser LLC, a Delaware limited liability company.

1.5 “**Bruin Purchaser Company Agreement**” means that certain Limited Liability Company Agreement of Bruin Purchaser, dated August [31], 2020 (as may be amended, restated, supplemented or modified from time to time).

1.6 “**Bruin Purchaser Units**” means the units representing limited liability company interests of Bruin Purchaser that are owned by the Company.

1.7 “**Business Day**” means a day, other than a Saturday or a Sunday or a day on which banks in New York, New York are authorized or required to close.

1.8 “**Capital Contribution**” of a Member means the capital contributions of the Member made or deemed made pursuant to Section 3.2 hereof.

1.9 “**Certificate**” has the meaning set forth in the preamble to this Agreement, as the same may be amended, modified or restated from time to time.

1.10 “**Class A Units**” has the meaning set forth in Section 3.1.

1.11 “**Class B Unit**” has the meaning set forth in Section 3.1.

1.12 “**Code**” means the Internal Revenue Code of 1986, as amended.

1.13 “**Company**” has meaning set forth in the preamble to this Agreement, as the same may be amended, modified or restated from time to time.

1.14 “**Confidential Information**” means any and all confidential and proprietary information and trade secrets of the Company, Bruin Purchaser, its Subsidiaries, and each of their respective Affiliates (collectively, the “Company Group”), including: (i) any financial, commercial, business, professional, technical or other technological information; (ii) any information pertaining to the business, affairs and strategies of the Company Group; (iii) any information or knowledge pertaining to any existing projects or projects in development; (iv) the identity of and any information pertaining to any Person with which any Person within the Company Group, has a business relationship or prospective business relationship; (v) the terms, conditions and prices of any contract between Bruin Purchaser or any of the Company Group and any other party; (vi) information pertaining to any employees or contractors of the Company Group and the industry not generally known to the public; (vii) books, records, developments, operations, plans, concepts, products, formulae, specifications, designs, processes, inventions, discoveries, technologies, trademarks, patents and know-how; and (viii) the terms and provisions of this Agreement; provided, that “**Confidential Information**” does not include, and there shall be no obligation hereunder with respect to, information that (a) is or becomes available to any Member on a non-confidential basis from a source (other than the Company Group) not prohibited from disclosing such information to such Member, (b) was independently developed by any Member or an Affiliate of such Member without a breach of the confidentiality and use provisions of this Agreement, (c) was known by any Member prior to the disclosure thereof by a Person within the Company Group or its Affiliates without any obligation of confidentiality or (d) is or becomes generally known or available to the public other than as a result of a disclosure by any Member or any of its Affiliates in breach of this Agreement.

1.15 “**Control**,” including the correlative terms “**Controlled by**” and “**under Common Control with**,” means the possession, directly or indirectly (through one or more intermediaries), of the power to direct or cause the direction of management or policies (whether through ownership of voting securities, by contract or otherwise) of a Person.

1.16 “**Distributable Cash**” means, with respect to any fiscal year or other period, the sum of all cash receipts of the Company from any and all sources, less all cash disbursements of the Company and any reserves established by the Managing Member for anticipated future investments, obligations, contingencies, capital expenditures and working capital of the Company.

1.17 **“Economic Interest”** means a Person’s right to share in the income, loss or similar items of, and to receive distributions from, the Company pursuant to this Agreement, but does not include any other rights of a Member including the right to vote, consent or otherwise participate in the management of the Company, the right to designate the Managing Member, or, except as specifically provided in this Agreement or required under the Act, any right to information concerning the business and affairs of the Company.

1.18 **“Governmental Authority”** means any federal, state, municipal, national or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity or officer exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with a state of the United States of America, the United States of America or a foreign entity or government. For the avoidance of doubt, “Governmental Authority” shall include any “Government Unit” as defined in section 101(27) of Title 11 of the United States Code 11 U.S.C. §§ 101–1532, as amended from time to time.

1.19 **“Hydrocarbons”** means crude oil, natural gas, casinghead gas, condensate, distillate, natural gas liquids and all other liquid or gaseous hydrocarbons, together with all products extracted, separated or processed therefrom, and all other minerals produced in association with these substances.

1.20 **“Indemnitee”** means (a) any Member, (b) any Person who is or was an Affiliate of a Member, (c) any Managing Member, (d) any Person who is or was a manager, member, partner, stockholder, employee, director, officer, fiduciary, agent or trustee of (i) any Member or Managing Member or (ii) any Affiliate of any Member or Managing Member, (e) any Person who is or was serving at the request of the Company or any Affiliate of the Company as a manager, member, partner, director, officer, employee, agent, representative, fiduciary or trustee of, or in any other comparable position of, any Other Enterprise; provided, however, that a Person shall not be an Indemnitee by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services, and (f) any Person the Managing Member designates as an “Indemnitee” for purposes of this Agreement because such Person’s status, service or relationship exposes such Person to potential claims, demands, suits or proceedings relating to the Company or any of its Affiliates’ business and affairs. For purposes of this Agreement, the phrase “serving at the request of” includes any service requested by any of the aforementioned Persons, and specifically includes any service as a director, officer or in any other comparable position that imposes duties on, or involves services by, a Person with respect to an employee benefit plan, its participants, or beneficiaries.

1.21 **“Laws”** means all federal, state and local statutes, laws (including common law and the Act), rules, regulations, codes, orders, ordinances, licenses, writs, injunctions, judgments, awards (including awards of any arbitrator) and decrees and other legally enforceable requirements enacted, adopted, issued or promulgated by any Governmental Authority.

1.22 **“Managing Member”** means Bruin Purchaser, in its capacity as the Person who manages the Company in accordance with Article 5.

1.23 **“Member”** and **“Members”** have the meanings set forth in the preamble to this Agreement.

1.24 **“Members Schedule”** has the meaning set forth in Section 4.1.

1.25 “**Membership Units**” has the meaning set forth in Section 3.1.

1.26 “**Oil and Gas Interests**” means Hydrocarbons, Hydrocarbon interests and gathering systems, including oil and gas leases (and all leasehold estates created thereby, including overriding royalties, production payments, net profits interests and carried interests in hydrocarbons in place), mineral interests, pipelines, flow lines, gathering lines, gathering systems, compressors, dehydration units, separators, meters, injection facilities, salt water disposal wells and facilities, plants, wells, downhole and surface equipment, fixtures, improvements, easements, rights-of-way, surface leases, licenses, permits and other surface rights, and other real or personal property appurtenant thereto or used in connection therewith.

1.27 “**Other Enterprise**” means any other Person associated with the Company or any Affiliate of the Company whereby the Company or any Affiliate of the Company nominates, designates or appoints one or more individuals to act in relationship with such Person (including any trust or employee benefit plan associated with the Company or any Affiliate of the Company, and including any Person whereby the Company or any of Affiliate of the Company nominates, designates or appoints a director or similar officer or representative with respect to such Person).

1.28 “**Other Indemnification Agreement**” means one or more certificates or articles of incorporation, by-laws, limited liability company operating agreement, limited partnership agreement and any other organizational document, and insurance policies maintained by any Member or director or Affiliate thereof providing for, among other things, indemnification and advancement of expenses for any Indemnitee for, among other things, the same matters that are subject to indemnification and advancement of expenses under this Agreement.

1.29 “**Percentage Interest**” means, as of any date and with respect to each Member, that fraction, expressed as a percentage, having as its numerator the number of Class A Units then held by such Member and having as its denominator the number of Class A Units then held by all Members. The Percentage Interest of each Member on the date hereof is set forth on Exhibit A.

1.30 “**Person**” means an individual or a corporation, firm, limited liability company, partnership, joint venture, trust, estate, unincorporated organization, association, governmental authority or political subdivision thereof or other entity.

1.31 “**Plan**” means the *Joint Prepackaged Chapter 11 Plan of Reorganization of Bruin E&P Partners, LLC and Its Debtor Subsidiaries* [Docket No. 19], as debtors and debtors in possession, as filed in the United States Bankruptcy Court for the Southern District of Texas, Houston Division, on July 17, 2020, as the same may be amended, supplemented, restated, or modified from time to time, pursuant to section 1127 of title 11 of the United States Code, as approved and confirmed by the United States Bankruptcy Court for the Southern District of Texas, Houston Division in that certain *Order Approving the Debtors’ Disclosure Statement and Confirming the Amended Joint Prepackaged Chapter 11 Plan of Reorganization of Bruin E&P Partners, LLC and Its Debtor Subsidiaries* [Docket No. 19].

1.32 “**Subsidiary**” means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares or other equity interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person, or a combination thereof, (b) a partnership (whether general or limited) or limited liability company in which such Person or a Subsidiary of such Person is, at the

date of determination, a general or limited partner of such partnership or member of such limited liability company, but only if more than 50% of the partnership or member interests of such partnership or limited liability company (considering all of the partnership or member interests of the partnership or limited liability company as a single class) is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person, or a combination thereof, or (c) any other Person (other than a corporation, partnership or limited liability company) in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (i) at least a majority ownership interest or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

1.33 **“Substitute Member”** means any Transferee that has been admitted as a Member of the Company pursuant to Section 4.5 by virtue of such Transferee receiving all or a portion of a Member’s Membership Units from a Member.

1.34 **“Transfer”** means, with respect to any Membership Unit, to sell or, in any other way directly or indirectly, to transfer, assign, distribute or otherwise dispose of all or any part of such Membership Unit, either voluntarily or involuntarily, by operation of law or otherwise and shall include a pledge or encumbrance if such pledge or encumbrance is, in the Managing Member’s determination, a scheme or device to avoid restrictions on Transfer.

1.35 **“Unanimous Approval”** means the written approval of, or the affirmative vote by, the Members holding one hundred percent (100%) of the combined voting power exercisable by the Membership Units then issued and outstanding and entitled to vote at such time, voting together as a single class.

1.36 **“Unpaid Indemnity Amount”** means any amount that the Company fails to indemnify or advance to an Indemnitee as required by Article 6.

ARTICLE 2 — ORGANIZATIONAL MATTERS

2.1 **Formation.** The Company has been formed as a Delaware limited liability company by filing of the Certificate in the office of the Secretary of State of the State of Delaware under and pursuant to the Act. The Members hereby agree that during the term of the Company’s existence, the rights and obligations of the Members with respect to the Company will be determined in accordance with the terms and provisions of this Agreement and, except where the Act provides that such rights and obligations specified in the Act shall apply “unless otherwise provided in an operating agreement” or words of similar effect and such rights and obligations are set forth in this Agreement, the Act.

2.2 **Name.** The name of the Company shall be “Bruin Blocker LLC”. The business of the Company may be conducted under that name. If the applicable Law of a jurisdiction where the Company does business requires the Company to do business under a different name, the Managing Member shall choose another name to do business in such jurisdiction. In such a case, the business of the Company in such jurisdiction may be conducted under such other name or names as the Managing Member may select.

2.3 **Term.** The Company commenced upon the filing of the Certificate in accordance with the Act and shall continue in existence until it is dissolved and terminated in accordance with the terms hereof.

2.4 **Registered Office and Registered Agent.** The Company shall continuously maintain a registered office and registered agent in the State of Delaware as required by the Act. The initial registered office and registered agent shall be as stated in the Certificate or such other office or agent as determined by the Managing Member. The Company also may have such offices, anywhere within and without the State of Delaware as the Managing Member from time to time may determine, or the business of the Company may require.

2.5 **Purpose of the Company.** The purpose for which the Company is organized is (i) to acquire and hold Bruin Purchaser Units and any matters incidental thereto and (ii) any other activities that may be lawfully conducted by a limited liability company under the Act.

2.6 **Classification as a Corporation.** The Members and the Managing Member intend that the Company be classified as an association taxable as a corporation for all U.S. federal and state income tax purposes, and the Managing Member and each Member shall treat the Company as an association taxable as a corporation for U.S. federal and state income tax purposes.

ARTICLE 3 — CAPITAL CONTRIBUTIONS

3.1 **Authorized Capitalization.** Each Member's interest in the Company, including such Member's interest, if any, in the Company, and the right to vote, if any, on matters affecting the Company or such Member's interest therein, as provided by the Act or this Agreement, shall be represented by two separate classes of units of limited liability company interest ("**Membership Units**"). A Member's interest in the Bruin Purchaser Units held by the Company shall be represented by the Class A Units set forth opposite such Member's name on Exhibit A (the "**Class A Units**"); provided, that for the avoidance of doubt, it is the intention of the Members that the number of Class A Units outstanding at any time and the Members' respective ownership of such shall represent, to the extent practicable, the Bruin Purchaser Units that the Company holds on a one for one basis. The Managing Member's interest in the Company shall be represented by one (1) Class B Unit (the "**Class B Unit**"). Except as provided in Section 3.5 or this Section 3.1, the Company may not issue additional Membership Units without Unanimous Approval. All Membership Units issued hereunder shall be issued in uncertificated form unless otherwise determined by the Managing Member. The initial number of Membership Units held by each Member shall be set forth on the Members Schedule. If any Member indirectly acquires through its interest in the Company, an interest in additional Bruin Purchaser Units (including pursuant to Section 9.4 of the Bruin Purchaser Company Agreement), the Company shall issue (without any requirement of approval by the Members) a number of additional Class A Units equal to the additional number of such Bruin Purchaser Units to such Member, and the Managing Member shall update the Members Schedule accordingly.

3.2 **Capital Contributions.**

(a) The Members Schedule sets forth (i) each Member's name and (ii) the number of Membership Units held by such Member on the date hereof taking into account all Capital Contributions made, or deemed to have been made, by such Member as of the date hereof.

(b) As of the date hereof and pursuant to the transactions contemplated by the Plan, each Member owning Membership Units is deemed to have made the initial Capital Contribution in exchange for such Member's Membership Units as set forth opposite such Member's name on the Members Schedule as in effect on the date hereof. Subject to the terms of this Agreement, the Members Schedule shall be amended from time to time by the Managing Member to reflect

additional Capital Contributions or other changes to any of the foregoing. Unless otherwise specified, any reference to Members Schedule shall be deemed to refer to the Members Schedule as may be amended and in effect from time to time. Except as provided by the terms herein, upon the request of any Member at any time from time to time, the Company shall make available to such Member a copy of any amended or restated Members Schedule.

3.3 No Additional Capital Contributions. Except as otherwise agreed to in writing by a Member in connection with the issuance of Membership Units (or options, warrants or other securities or rights to purchase or otherwise acquire Membership Units) to such Member after the date of this Agreement, no Member shall be required to make any additional Capital Contributions or otherwise advance funds to the Company after the date of this Agreement.

3.4 No Interest or Withdrawal of Capital Contributions.

(a) No interest shall be paid by the Company in respect of any Member's Capital Contributions.

(b) Except upon a dissolution and liquidation of the Company effected in accordance with Article 9, no Member shall have the right to withdraw its Capital Contributions from the Company.

3.5 Exchange of Bruin Purchaser Units for Class A Units. If at any time and from time to time, a member of Bruin Purchaser is entitled, upon the terms and subject to the conditions of the Bruin Purchaser Company Agreement, to surrender all or a portion of its Bruin Purchaser Units to the Company in exchange for the delivery to such member of a number of Class A Units that is equal to the number of Bruin Purchaser Units surrendered (such exchange, an "**Exchange**"), then as promptly as practicable following the delivery of such notice of Exchange to the Managing Member, the Company shall register such number of Class A Units in the name of the relevant Person (by notation in the books of the Company or its transfer agent or otherwise). Without the consent or approval of any Member, the Company shall issue Class A Units to or for the account of the Person making the Exchange in exchange for the delivery to the Company of a number of Bruin Purchaser Units that is equal to the number of Bruin Purchaser Units surrendered by an Exchanging Person. Each Exchanging Person shall bear its own expenses in connection with the consummation of any Exchange, whether or not any such Exchange is ultimately consummated, except that Bruin Purchaser shall bear any transfer taxes, or other similar taxes in connection with, or arising by reason of, any Exchange; provided, however, that if any Class A Units are to be delivered in a name other than that of the Person that requested the Exchange, then such Person in whose name such Class A Units are to be delivered shall pay to Bruin Purchaser the amount of any transfer taxes or other similar taxes in connection with, or arising by reason of, such Exchange or shall establish to the reasonable satisfaction of the Managing Member that such tax has been paid or is not payable. For the avoidance of doubt, and notwithstanding anything to the contrary herein, a Person shall not be entitled to Exchange Bruin Purchaser Units for Class A Units to the extent the Company determines that such Exchange would be prohibited by Law or regulation. Upon the consummation of an Exchange, the Managing Member shall admit such Exchanging Person as a Member upon such Person executing a joinder in the form of Exhibit B to this Agreement and executing such other documents and instruments as the Managing Member may reasonably request.

ARTICLE 4 — MEMBERS

4.1 **Members.** The names and addresses of the Members of the Company are set forth in Exhibit A (the “**Members Schedule**”).

4.2 **Additional Members.** Additional Persons may be admitted as Members on such terms as the Managing Member shall determine, subject to the last sentence of Section 3.5.

4.3 **Limited Liability.** Except to the extent of its Capital Contributions or as otherwise provided by law, no Member shall be personally liable for any debt, obligation or liability of the Company, whether that liability or obligation arises in contract, tort or otherwise.

4.4 **Voluntary Termination of Membership.** No Member may voluntarily terminate its status as a Member of the Company except with the approval of the Managing Member.

4.5 **Transfer and Assignment of Units.**

(a) No Member shall be permitted to Transfer any Class A Units, unless the Company is permitted to Transfer one or more of the Bruin Purchaser Units held by the Company pursuant to the provisions of Article IX of the Bruin Purchaser Company Agreement, and any provisions of Sections 9.4 through 9.6 thereof shall apply to Class A Units as if the Members directly hold Bruin Purchaser Units. In the event a Transfer is permitted by this Section 4.5, the Managing Member shall admit the transferee as a Member upon such Person executing a joinder in the form of Exhibit B to this Agreement and each of the transferee and transferor executing such other documents and instruments as the Managing Member deems necessary or appropriate. Except with Unanimous Approval, the Class B Unit shall not be Transferable by the Managing Member. Upon removal of the Managing Member in accordance with Section 5.1, the Managing Member shall transfer the Class B Unit to the successor manager.

(b) Notwithstanding anything to the contrary in this Agreement, any Transfer of Class A Units (including any permitted Transfers) shall be valid hereunder only if:

(i) the Transferor and the Transferee (and, in the case of an individual, his or her spouse) execute and deliver to the Company such documents and instruments of conveyance as may be reasonably requested by the Managing Member to effect such Transfer and to confirm the agreement of the Transferee to be bound by the provisions of this Agreement; and

(ii) the Transferor and the Transferee provide to the Managing Member the Transferee’s taxpayer identification number and any other information reasonably necessary to permit the Company to file all required federal and state tax returns and other legally required information statements or returns.

(c) Subject to Section 4.5(d), the Transferee of any Transfer of Membership Units permitted pursuant to this Agreement shall be a Transferee only, and shall only receive, to the extent Transferred, the Economic Interest associated with the Membership Units so Transferred, and such Transferee shall not be entitled or enabled to exercise any other rights or powers of a Member, such other rights, and all obligations relating to, or in connection with, such Membership Units remaining with the Transferor. The Transferor shall remain a Member even if it has Transferred all of its Membership Units to one or more Transferees until such time as all such Transferees are admitted

to the Company as Substitute Members pursuant to Section 4.5(d), as applicable. Subject to Section 4.5(d), if any Transferee desires to make a further Transfer of all or any portion of its Membership Units, such Transferee shall be subject to all of the provisions of this Agreement to the same extent and in the same manner as the Member who initially held such Membership Units.

(d) Subject to the other provisions of this Agreement, a Transferee shall be admitted to the Company as a Substitute Member following a Transfer of Membership Units in accordance with this Agreement upon the satisfaction of all of the following conditions, upon which the Transferee shall have all of the rights and powers, and be subject to all of the restrictions and liabilities, of a Member under the Act and this Agreement with respect to the Membership Units Transferred: (i) the Transferee shall become a party to this Agreement as a Member by executing a joinder or counterpart signature page to this Agreement and executing such other documents and instruments as the Managing Member may reasonably request for the sole purpose of confirming such Transferee's admission as a Member and agreement to be bound by the terms and conditions of this Agreement and (ii) if requested by the Managing Member, the Transferee agrees to pay or reimburse, or pays or reimburses, the Company for all reasonable costs that the Company incurs in connection with the admission of the Transferee as a Member.

(e) Effect on Transferor and Company. Upon the admission of a Transferee as a Substitute Member, (i) the Transferor shall (A) cease to be a Member with respect to the portion of the Membership Units so Transferred and (B) be released from any obligations arising after the date of such Transfer with respect to the Membership Units so Transferred and (ii) the Transferee will become a Member hereunder with respect to such Membership Units with all the rights and obligations of a Member held by the Transferor in respect of such Membership Units immediately prior to the time of Transfer.

4.6 Members Are Not Agents. Pursuant to Section 5.1, the management of the Company is vested solely in the Managing Member. No Member, acting solely in the capacity of a Member, is an agent of the Company nor can any Member in such capacity bind or execute any instrument on behalf of the Company.

4.7 Voting. For any matter on which the Company may vote in its capacity as a member of Bruin Purchaser, the Managing Member shall vote all Bruin Purchaser Units the Company holds on any such matter as directed by the Members holding Class A Units in accordance with their respective Percentage Interests. On any matter on which the approval of the Members is required under this Section 4.7, each Member holding Class A Units shall be entitled to one (1) vote per Class A Unit, and the Managing Member shall not be entitled to vote on any matters presented to the Members with respect to any Class B Unit held by the Managing Member. For the avoidance of doubt, it is the intention of the Members that the Company will take any action with respect to the Bruin Purchaser Units that it owns and for which the Company is entitled to take with respect to such Bruin Purchaser Units on the same basis as the Members hold Class A Units as directed by the Members on a one for one basis.

4.8 Record Holders. The Company shall, or cause its transfer agent to, keep a register or other records that reflect the outstanding Membership Units and certificates representing the Membership Units, if any. Except as otherwise required by Law, the Company shall be entitled to, and shall only, recognize the exclusive right of a Person registered on its books as the record holder of a Membership Unit, whether or not represented by a certificate, to receive distributions in respect

of such Membership Unit, to vote as the owner of such Membership Unit and to be entitled to the benefits, and subject to the obligations, of this Agreement with respect to such Membership Unit.

4.9 **Legend.** All Membership Units issued to any Person shall bear a legend, or be evidenced by notations in a book entry system including a legend, in substantially the following form:

“THE SECURITIES EVIDENCED HEREBY ARE SUBJECT TO VARIOUS CONDITIONS INCLUDING CERTAIN RESTRICTIONS ON ANY OFFER, SALE, DISPOSITION, TRANSFER AND VOTING AS SET FORTH IN THE LIMITED LIABILITY COMPANY AGREEMENT, DATED AS OF AUGUST [31], 2020 (AS MAY BE AMENDED FROM TIME TO TIME, THE “LLC AGREEMENT”) OF BRUIN BLOCKER LLC (THE “COMPANY”). NO REGISTRATION OR TRANSFER OF SUCH SECURITIES WILL BE MADE ON THE BOOKS AND RECORDS OF THE COMPANY OR ITS TRANSFER AGENT UNLESS AND UNTIL SUCH RESTRICTIONS SHALL HAVE BEEN COMPLIED WITH. THE COMPANY WILL FURNISH WITHOUT CHARGE TO EACH HOLDER OF RECORD OF SUCH SECURITIES A COPY OF THE LLC AGREEMENT CONTAINING THE ABOVE REFERENCED RESTRICTIONS ON TRANSFERS AND VOTING OF SECURITIES UPON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS.”

The Company acting in good faith may make any necessary modifications to the legends set forth in this Section 4.9 for such legends to comply with applicable Law and to achieve the purpose and intent of the transfer restrictions set forth herein. If any Membership Units cease to be subject to any and all restrictions on Transfer set forth in this Agreement, the Company, upon the written request of the holder thereof, shall amend the notations in the book entry system (or, if certificated, issue to such holder a new certificate) evidencing such Membership Units accordingly.

4.10 **Further Assurance with Bruin Purchaser Actions.** Each Member agrees to take any action, or cause to take any action, and to execute and deliver any document, or cause any document to be executed and delivered, in connection with any Initial Public Offering, Drag-Along Sale or Sale Transaction (in each case, as defined in the Bruin Purchaser Company Agreement) involving Bruin Purchaser pursuant to the terms of the Bruin Purchaser Company Agreement.

ARTICLE 5 — MANAGEMENT AND CONTROL OF THE COMPANY

5.1 **Management of the Company by the Managing Member.** The business, property and affairs of the Company shall be managed exclusively by a manager. The initial manager shall be the Managing Member, who shall be a “manager” within the meaning of Section 18-101(10) of the Act. Except for situations in which the approval of the Members is expressly required by the Certificate, the Act or this Agreement (including Section 4.7), the Managing Member shall have full, complete and exclusive authority, power, and discretion to manage and control the business, property and affairs of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company’s business, property and affairs. The Managing Member may not be removed so long as the Company holds any Bruin Purchaser Units. In the event the Company no longer holds any Bruin Purchaser Units, the Managing Member may be removed by Unanimous Approval.

ARTICLE 6 — LIABILITY AND INDEMNIFICATION

6.1 Fiduciary Duties; Limitation on Liability of Members and the Managing Member. Subject to, and as limited by the provisions of this Agreement, the Members and the Managing Member, including any officers or managers of the Managing Member acting on its behalf, in the performance of its duties as the Managing Member, shall not, to the maximum extent permitted by the Act and other applicable Law, owe any duties (including fiduciary duties) as a Member or Managing Member of the Company to the Company or the other Members, notwithstanding anything to the contrary existing at Law, in equity or otherwise; provided, however, that each Member and the Managing Member shall act in accordance with the obligation of good faith and fair dealing provided under Section 18-1101 of the Act. Neither the Members nor the Managing Member shall have any liability to the Company or the Members for any losses sustained or liabilities incurred as a result of any act or omission of such Member or the Managing Member in connection with the conduct of the business of the Company if the conduct did not constitute bad faith, fraud, gross negligence or willful misconduct on the part of such Member or the Managing Member, as determined by a final and non-appealable judgment entered by a court of competent jurisdiction. To the fullest extent permitted by Section 18-1101 of the Act, the Managing Member, in performing its obligations under this Agreement, shall be entitled to act or omit to act at the direction of the Member who appointed the Managing Member, considering only such factors, including the separate interests of the appointing Member (and solely such interests), as the Managing Member or the appointing Member chooses to consider, and any action of the Managing Member or failure to act, taken or omitted in good faith reliance on the provisions of this Section 6.1 shall not constitute a breach of any duty (if any), whether express or implied by Law, on the part of the Managing Member or appointing Member to the Company or any other Member or the Managing Member. Except as required by the Act, the Company's debts, obligations, and liabilities, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member nor the Managing Member shall be personally responsible for any such debt, obligation or liability of the Company, except to the extent that any such debts, obligations and liabilities are expressly assumed in writing by such Member or the Managing Member. No Member shall be responsible for any debts, obligations or liabilities, whether arising in contract, tort or otherwise, of any other Member. The provisions of this Agreement, to the extent that they restrict, eliminate or otherwise modify the duties (including fiduciary duties) and liabilities of a Member or the Managing Member otherwise existing at Law, in equity or by operation of the preceding sentences, are agreed by the Company and the Members to replace such duties and liabilities of such Member or the Managing Member.

6.2 Right to Indemnification. To the fullest extent permitted by Law but subject to the limitations expressly provided in this Agreement, the Company shall indemnify and hold harmless the Indemnitees from and against any and all losses, claims, demands, costs, damages, liabilities, joint and several, expenses of any nature (including reasonable attorneys' fees and disbursements), judgments, fines, penalties, interest, settlements and other amounts arising from any and all threatened, pending or completed claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, and whether formal or informal and including appeals, in which an Indemnitee may be involved, or threatened to be involved, as a party or otherwise, by reason of his, her or its status as an Indemnitee, regardless of whether an Indemnitee continues to be an Indemnitee at the time any such liability or expense is paid or incurred, unless it is determined in a final and non-appealable judgment by a court of competent jurisdiction that such Indemnitee, with respect to the matter for which the Indemnitee is seeking indemnification pursuant to this

Agreement, acted in bad faith or engaged in fraud or willful misconduct, or, with respect to any criminal proceeding, that such Indemnitee had knowledge that his, her or its conduct was unlawful.

6.3 Expenses Payable in Advance. To the fullest extent permitted by Law, expenses (including legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding subject to Section 6.2 shall, from time to time and without any determination as to the Indemnitee's ultimate entitlement to indemnification, be advanced by the Company prior to the final and non-appealable disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amounts if it is ultimately determined that the Indemnitee is not entitled to be indemnified as provided in this Article 6.

6.4 Nonexclusivity of Indemnification; No Double Recovery. The indemnification and advancement of expenses provided by or granted pursuant to this Article 6 shall not be deemed exclusive of any other rights to which an Indemnitee may be entitled under any agreement, contract, vote of the Members, vote of the Managing Member or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, it being the policy of the Company that the indemnification provided to Indemnitees pursuant to this Article 6 shall be made to the fullest extent permitted by Law; provided, however, that notwithstanding anything herein to the contrary, notwithstanding the fact that any Indemnitee may have the right to assert claims for indemnification under or in respect of more than one provision of this Agreement or another agreement entered into in connection herewith in respect of any fact, event, condition or circumstance, no Indemnitee shall be entitled to recover the amount of any damages suffered by such Indemnitee more than once under all such agreements in respect of such fact, event, condition or circumstance.

6.5 Certain Definitions. For the purposes of this Article 6, references to the "Company" include all constituent entities, whether corporations or otherwise, absorbed in a consolidation or merger as well as the resulting or surviving entity. Thus, any Person entitled to be indemnified or receive advances under this Article 6 shall stand in the same position under the provisions of this Article 6 with respect to the resulting or surviving entity as such Person would have if such merger, consolidation, or other reorganization never occurred.

6.6 Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article 6 shall, unless otherwise provided when authorized or ratified, continue as to a Person who has ceased to be an Indemnitee and shall inure to the benefit of such Person's heirs, successors, assigns, executors and administrators.

6.7 Limitation on Indemnification. Notwithstanding anything contained in this Article 6 to the contrary, except for proceedings to enforce rights to indemnification, the Company shall not be obligated to indemnify any Indemnitee in connection with a proceeding (or part thereof) initiated by such Person unless such proceeding (or part thereof) was authorized by the Managing Member.

6.8 Limitation on Indemnification of Employees and Agents. The Company may, to the extent authorized from time to time by the Managing Member, provide rights to indemnification and the advancement of expenses to employees and agents of the Company similar to those conferred in this Article 6 to Indemnitees.

6.9 **Severability.** The provisions of this Article 6 are intended to comply with the Act. To the extent that any provision of this Article 6 authorizes or requires indemnification or the advancement of expenses contrary to the Act or the Certificate, the Company's power to indemnify or advance expenses under such provision shall be limited to that permitted by the Act and the Certificate and any limitation required by the Act or the Certificate shall not affect the validity of any other provision of this Article 6.

6.10 **No Contribution.** Any indemnification hereunder shall be satisfied only out of the assets of the Company, and the Members shall not be personally liable for indemnification under this Article 6 and shall have no obligation to contribute or loan any monies or property to the Company to enable it to effectuate such indemnification.

6.11 **Other Indemnities.**

(a) The Company acknowledges and agrees that the obligation of the Company under this Agreement to indemnify or advance expenses to any Indemnitee for the matters covered thereby shall be the primary source of indemnification and advancement of such Indemnitee in connection therewith and any obligation on the part of any Person under any Other Indemnification Agreement to indemnify or advance expenses to such Indemnitee shall be secondary to the Company's obligation and shall be reduced by any amount that the Indemnitee may collect as indemnification or advancement from the Company. If the Company fails to indemnify or advance expenses to an Indemnitee as required or contemplated by this Agreement, and any Person makes any payment to such Indemnitee in respect of indemnification or advancement of expenses under any Other Indemnification Agreement on account of such Unpaid Indemnity Amounts, such other Person shall be subrogated to the rights of such Indemnitee under this Agreement in respect of such Unpaid Indemnity Amounts.

(b) The Company, as an indemnifying party from time to time, agrees that, to the fullest extent permitted by applicable Law, its obligation to indemnify Indemnitees under this Agreement shall include any amounts expended by any other Person under any Other Indemnification Agreement in respect of indemnification or advancement of expenses to any Indemnitee in connection with any proceedings to the extent such amounts expended by such other Person are on account of any Unpaid Indemnity Amounts.

ARTICLE 7 — DISTRIBUTIONS; WITHHOLDING

7.1 **Distribution of Assets by the Company.**

(a) The Managing Member shall make distributions of Distributable Cash as soon as reasonably practicable after distributions in respect of the Bruin Purchaser Units that are received by the Company from Bruin Purchaser, and the Managing Member may make all other distributions of Distributable Cash at its discretion; provided, however, that the Managing Member shall not be entitled to any distributions with respect to its Class B Unit.

(b) Subject to Article 9 and this Section 7.1, all distributions of Distributable Cash by the Company shall be made to the Members in accordance with their respective Percentage Interests.

(c) Payment of all cash distributions made by the Company to a Member shall be made by wire transfer of immediately available funds in accordance with such written instructions to the Company as may be provided by such Member from time to time.

(d) In the case of any non-cash distribution of securities or other property, the securities or property so distributed shall be distributed among the Members in the same proportion and priority as cash equal to the fair market value, as determined by the Managing Member, of such securities or property would be distributed among the Members pursuant to Section 7.1(b).

7.2 Tax Withholding. Notwithstanding anything herein to the contrary (including Section 7.1), to the extent that the Company is required by the Internal Revenue Code or other applicable law (including, but not limited to, sections 1441, 1442, 1445, 1446, 1471 and 1472 of the Internal Revenue Code) to withhold or to make tax payments on behalf of or with respect to any Member, the Company may withhold such amounts and make such tax payments as so required. All tax payments made on behalf of a Member shall, at the Company's option, (i) be promptly paid to the Company by the Member on whose behalf such payments were made, or (ii) be repaid by reducing the amount of current or future distributions which would otherwise have been made to such Member, or if such distributions are not sufficient for that purpose, by so reducing the proceeds of liquidation otherwise payable to such Member. Whenever the Company selects option (ii) pursuant to the preceding sentence for repayment of a tax payment by the Company, for all other purposes of this Agreement, such Member shall be treated as having received all distributions unreduced by the amount of such tax payment. Each Member shall furnish to the Company from time to time all such information as is required by applicable law or otherwise reasonably requested by the Company (including certificates in the form prescribed by the Internal Revenue Code and applicable Treasury Regulations or applicable state, local, or foreign Law, and any such additional documentation certifying that a Member has complied with its reporting obligations under sections 1471 through 1474 of the Internal Revenue Code) to permit the Company to ascertain whether and in what amount any such withholding is required of such Member. Notwithstanding the foregoing, (i) the Company shall have no liability to any Member for failure to request or obtain such information from a Member or for withholding or failing to withhold in respect of any Member who has not furnished such information to the Company, and (ii) no Member shall be required to disclose its tax returns or any other information that such Member has determined in its sole discretion is confidential. The Company shall notify each Member of any taxes paid or withheld by the Company from amounts otherwise distributable to such Member as soon as reasonably practicable after such taxes are paid or withheld.

ARTICLE 8 — ACCOUNTING, RECORDS, REPORTING BY MEMBERS

8.1 Books and Records; Reports

(a) The Company shall keep and maintain full and accurate books of account for the Company in accordance with GAAP consistently applied and in accordance with the terms of this Agreement. Such books shall be maintained at the principal office of the Company.

(b) Except as would be, upon the advice of outside counsel to the Company, necessary or appropriate to preserve attorney-client, work product or similar legal privileges to the Company or to comply with confidentiality obligations to which the Company is subject, each Member shall have the right, upon reasonable advance notice and at all reasonable times during normal business hours, for any purpose reasonably related to such Member's Membership Units, to inspect the

properties of the Company and to audit, examine and make copies of the books of account and other records of the Company. Such right may be exercised through any agent or employee of such Member designated in writing by it or by an independent public accountant, engineer, attorney or other consultant so designated. All costs and expenses incurred in any inspection, examination or audit made on such Member's behalf shall be borne by such Member.

(c) The Company shall also provide such other information as a Member requests in connection with inquiries, investigations, actions and/or proceedings related to such Member (or its Affiliates) or otherwise in order for such Member (or its Affiliates) to comply with any applicable Law, provided, that:

(i) the copies of the books and records of the Company provided to the requesting Member in accordance with this Section 8.1(c) may be provided to other Members if such information is determined by the Managing Member (in the exercise of its reasonable discretion) to be of general application to all Members; and

(i) the requesting Member shall, upon request by the Company, reimburse the Company for the costs incurred by it in making any copies of the books and records of the Company pursuant to this Section 8.1(c).

(d) The Members shall be entitled to all information rights with respect to Bruin Purchaser set forth in section 7.1 of the Bruin Purchaser Company Agreement as if the Members were members of Bruin Purchaser, and the Managing Member shall provide notice to the Members of such information in such capacity in accordance with the terms herein.

8.2 Filings. The Managing Member, at the Company's expense, shall cause the income tax returns for the Company to be prepared and timely filed with the appropriate authorities. The Managing Member, at the Company's expense, shall also cause to be prepared and timely filed, with appropriate federal and state regulatory and administrative bodies, amendments to, or restatements of, the Certificate and all reports required to be filed by the Company with those entities under the Act or other then current applicable laws, rules, and regulations.

8.3 Bank Accounts. The Managing Member shall maintain the Company's funds in one or more separate bank accounts in the name of the Company, and shall not permit the funds of the Company to be commingled in any fashion with the funds of any other Person.

ARTICLE 9 — DISSOLUTION AND WINDING UP

9.1 Dissolution. The Company shall be dissolved, its assets shall be disposed of, and its affairs wound up on the first to occur of the following:

(a) At the time specified in the Certificate or upon the occurrence of any event of dissolution specified in the Certificate, if any;

(b) the occurrence of any other event that causes the dissolution of a limited liability company under the Act; or

(c) Upon Unanimous Approval to dissolve the Company.

9.2 **Winding Up.** Upon the occurrence of any event specified in Section 9.1, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. The Managing Member shall be responsible for overseeing the winding up and liquidation of the Company. Distributions in liquidation shall be made in accordance with Article 7.

9.3 **Certificate of Cancellation.** Upon the dissolution and completion of the winding up of the Company, the Managing Member shall execute and file with the Office of the Secretary of State of Delaware a certificate of cancellation as provided by Section 18-203 of the Act.

9.4 **Bankruptcy.** Notwithstanding anything to the contrary, a Member shall not cease to be a Member of the Company upon the occurrence of any of the events set forth in Section 18-304 of the Act with respect to such Member or other Member, and such Member shall continue to be a Member of the Company until such time as such Member's or other Member's limited liability company interests are effectively assigned or transferred.

ARTICLE 10 — MISCELLANEOUS

10.1 **Notices.** All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile to the recipient's electronic mail address or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next Business Day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) Business Day after the Business Day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next Business Day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on Exhibit A, or to such email address, facsimile number or address as subsequently modified by written notice given in accordance with this Section 10.1.

10.2 **Amendment or Modification.** This Agreement may be amended, modified, extended or terminated, and the provisions hereof may be waived, only by an agreement by the Managing Member and with Unanimous Approval; provided, that no amendment to Section 5.1 shall be made without the consent of the Managing Member; provided further that amendments to this Agreement in connection with any issuance or permitted transfer of Membership Units effected in compliance with this Agreement (*e.g.*, amendments to this Agreement to effect and/or reflect the issuance or permitted transfer of Membership Units in compliance with the provisions herein) shall not require any consent of the Members and may be amended by the Managing Member in a manner its deems necessary or appropriate. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and executed by the party so waiving. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including any investigation by or on behalf of any party, will be deemed to constitute a waiver by the party taking such action of compliance with any covenants or agreements contained herein. The waiver by any party hereto of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

10.3 **Entire Agreement.** This Agreement (along with any exhibits or schedules to such documents) constitutes the full and complete agreement of the parties hereto with respect to the

subject matter hereof and supersedes all prior contracts or agreements with respect to the Company and the matters addressed or governed hereby, whether oral or written.

10.4 Additional Units Subject to Agreement. Each Member agrees that any other Membership Units that it hereafter acquires by means of a stock split, stock dividend, distribution, exercise of stock options or warrants or Transfers in accordance with the provisions of Section 4.5 shall be subject to the terms hereof.

10.5 Non-Disclosure. Each Member agrees that it will keep confidential and will not disclose, divulge or use for any purpose, other than to monitor its investment in the Company, any Confidential Information and the business and Oil and Gas Interests of the Company Group; provided, however, that a Member may disclose Confidential Information: (a) to its and its Affiliates' respective attorneys, accountants, advisors, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company; (b) to its and its Affiliates' respective equityholders, managers, officers, directors, partners, members, employees, and agents in the ordinary course of business; (c) to any proposed Transferees permitted by this Agreement who are not competitors and who enter into a non-disclosure agreement in a form approved by the Company; (d) as may otherwise be required by Law (provided, that such party takes reasonable steps to minimize the extent of any such required disclosure) or (e) the Members may make customary disclosure to their investors, potential investors (subject to customary confidentiality requirements), general partners, limited partners or other supervisory bodies; provided further, that the acts and omissions of any Person to whom such party may disclose Confidential Information pursuant to clauses (a), (b), (c) and (e) of the preceding proviso shall be attributable to such party for purposes of determining such party's compliance with this Section 10.5.

10.6 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder or with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person hereunder or with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default hereunder or with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

10.7 Successors and Assigns. Subject to Section 4.4, this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legal representatives, successors, and permitted assigns.

10.8 Governing Law. This Agreement shall be construed in accordance with and governed by the internal Laws of the State of Delaware, without regard to the principles of conflicts of Law (whether of the State of Delaware or otherwise) that would result in the application of the Laws of any other jurisdiction. In the event of a direct conflict between the provisions of this Agreement and any mandatory provision of the Act, the applicable provision of the Act shall control.

10.9 Severability. If any provision of this Agreement is held to be unenforceable, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Agreement shall remain in full force

and effect; provided, however, that if any provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable Law.

10.10 Further Assurances. Subject to the terms and conditions set forth in this Agreement, in connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

10.11 Title to Company Property. All property contributed to the Company or acquired by the Company, whether real or personal, tangible or intangible, shall be deemed to be owned by the Company, and no Member, individually, shall have any ownership of such property. The Company shall hold all of its property in its own name or the name of a nominee determined by the Managing Member.

10.12 No Third Party Beneficiaries. Except as otherwise provided in Article 6, it is the intent of the parties hereto that no third-party beneficiary rights be created or deemed to exist in favor of any Person not a party to this Agreement, unless otherwise expressly agreed to in writing by the parties.

10.13 Expenses. All direct, third-party out-of-pocket costs and expenses reasonably incurred in the Company's business shall be paid with Company funds, including costs of obtaining audits (including the fees and expenses of the Company's independent auditors), fees and expenses attributable to the preparation of the Company's tax returns and reports, fees and expenses of independent petroleum engineers retained by the Company, routine outside legal costs, and printed and mailing expenses.

10.14 Counterparts. This Agreement may be executed in any number of counterparts and delivered by facsimile or portable document format, with each such counterpart constituting an original and all of such counterparts constituting but one and the same instrument.

10.15 Headings. The headings used in this Agreement are for the purpose of reference only and will not otherwise affect the meaning or interpretation of any provision of this Agreement.

10.16 Consent to Jurisdiction of Process; Appointment for Agent for Service. EACH PARTY TO THIS AGREEMENT HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY UNITED STATES DISTRICT COURT LOCATED IN WILMINGTON, DELAWARE OR ANY STATE COURT LOCATED IN WILMINGTON, DELAWARE AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER SUCH ACTIONS OR PROCEEDINGS ARE BASED IN STATUTE, TORT, CONTRACT OR OTHERWISE), SHALL BE LITIGATED IN SUCH COURTS. EACH PARTY (i) CONSENTS TO SUBMIT ITSELF TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR SUCH ACTIONS OR PROCEEDINGS, (ii) 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 (iii) 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.

10.17 Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES TO THIS AGREEMENT HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT AND THE RELATIONSHIP THAT IS BEING ESTABLISHED.

10.18 Remedies. The Company and the Members shall be entitled to enforce their rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement (including costs of enforcement) and to exercise any and all other rights existing in their favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that the Company or any Member may in its, his or her sole discretion apply to any court of law or equity of competent jurisdiction for specific performance or injunctive relief (without posting a bond or other security) in order to enforce or prevent any violation or threatened violation of the provisions of this Agreement. In addition, any successful Member is entitled to costs related to enforcing this Agreement, including reasonable and documented attorneys' fees and court costs.

10.19 Electronic Transmissions. Each of the parties hereto agrees that (a) any consent or signed document transmitted by electronic transmission shall be treated in all manner and respects as an original written document, (b) any such consent or document shall be considered to have the same binding and legal effect as an original document and (c) at the request of any party hereto, any such consent or document shall be re-delivered or re-executed, as appropriate, by the relevant party or parties in its original form. Each of the parties further agrees that they will not raise the transmission of a consent or document by electronic transmission as a defense in any proceeding or action in which the validity of such consent or document is at issue and hereby forever waives such defense. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

10.20 Spousal Consent. Each Member who is a natural person that has a spouse on the date of this Agreement (or upon such Member's execution of a joinder to this Agreement, if later) shall cause such Member's spouse to execute and deliver to the Company a spousal consent in the form of Exhibit C attached hereto, pursuant to which the spouse acknowledges that he or she has read and understood the Agreement and agrees to be bound by its terms and conditions. If any

Member should marry following the date of this Agreement, such Member shall cause his or her Spouse to execute and deliver to the Company a spousal consent within 30 days thereof.

[Signature page to follow]

IN WITNESS WHEREOF, the Managing Member and all of the other Members of Bruin Blocker LLC, a Delaware limited liability company, have executed this Agreement, effective as of the date first written above.

[•]

By: _____
Name: [•]
Title: [•]

EXHIBIT A

**SCHEDULE OF MEMBERS
AS OF AUGUST [31], 2020**

Member's Name and Address	Class A Units	Class B Units	Percentage Interest
Bruin Purchaser LLC 602 Sawyer St. Suite 710 Houston, TX 77007	—	1	[•]%
[•]	[•]	—	[•]%
[•]	[•]	—	[•]%
[•]	[•]	—	[•]%
TOTAL	<u>[•]</u>	<u>1</u>	<u>100%</u>

EXHIBIT B

FORM OF JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the “**Joinder Agreement**”) is executed by the undersigned Member pursuant to the terms of the Limited Liability Company Agreement of Bruin Blocker LLC (the “**Company**”) dated as of August [•], 2020, as amended, restated, supplemented, or otherwise modified from time to time, a copy of which is attached hereto and is incorporated herein by reference (the “**Agreement**”). By the execution of this Joinder Agreement, the Member agrees as follows:

Acknowledgment. The Member acknowledges that it is acquiring a Membership Unit in the Company. Capitalized terms used herein without definition are defined in the Agreement and are used herein with the same meanings set forth therein.

Agreement. The Member (a) agrees that the Membership Unit acquired by the Member shall be bound by and subject to the terms of the Agreement (including the Exhibits thereto), and (b) hereby joins in, and agrees to be bound by, all the provisions of the Agreement (including the Exhibits thereto); provided, however, that the Member’s joinder in the Agreement shall not constitute his or her admission as a Member unless and until he or she is duly admitted in accordance with the terms of the Agreement.

Notice. Any notice required or permitted by the Agreement shall be given to the Member at the address listed beside the Member’s signature below.

EXECUTED AND DATED on this _____ day of _____, 20____.

MEMBER:

[•]

By: _____

Name: _____

Title: _____

ACKNOWLEDGED AND ACCEPTED:

Address for Notice:

BRUIN BLOCKER LLC

By: _____

Name: _____

Title: _____

EXHIBIT C

FORM OF SPOUSAL CONSENT

[•], [•]

I, [•], spouse of [•], acknowledge that I have read the Limited Liability Company Agreement of Bruin Blocker LLC, a Delaware limited liability company (the “**Company**”), dated as of August [31], 2020 (as the same may be amended, restated, supplemented or modified from time to time, the “**Agreement**”), and that I understand the contents of the Agreement. I am aware that my spouse is a party to the Agreement and the Agreement contains provisions regarding the voting and transfer of Membership Units (as defined in the Agreement) of the Company which my spouse may own, including any interest I might have therein.

I hereby agree that I and any interest, including any community property interest that I may have in the Membership Units of the Company subject to the Agreement shall be irrevocably bound by the Agreement, including any restrictions on the transfer or other disposition of Membership Units or voting or other obligations as set forth in the Agreement. I hereby appoint [•] as my attorney-in-fact with respect to the exercise of any rights and obligations under the Agreement.

This Consent shall be binding on my executors, administrators, heirs and assigns. I agree to execute and deliver such documents as may be necessary to carry out the intent of the Agreement and this Consent.

I am aware that the legal, financial and related matters contained in the Agreement are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined after reviewing the Agreement carefully that I will waive such right. I am under no disability or impairment that affects my decision to sign this Consent and I knowingly and voluntarily intend to be legally bound by this Consent.

CONSENTED TO BY:

Signature

Print Name