

EXCHANGE AGREEMENT

This Exchange Agreement (this “Agreement”), dated as of August [31], 2020, is by and among Bruin E&P Partners, LLC, a Delaware limited liability company (“Bruin”), the undersigned holders of Allowed Notes Claims (the “Class 4 Holders”), the undersigned holders of Allowed General Unsecured Claims Against the Bruin Williston Debtor (the “Class 5B Holders”, together with the Class 4 Holders, the “Unsecured Claimants”), Bruin Blocker LLC, a Delaware limited liability company (“Blocker”), and UMB Bank, N.A., in its capacity as trustee of the Notes Indenture (the “Notes Trustee”). Bruin, the Unsecured Claimants, Blocker and the Notes Trustee are referred to herein as the “Parties” and each a “Party”. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Plan (as defined below).

WHEREAS, the restructuring transactions set forth in 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 Joint Prepackaged Chapter 11 Plan of Reorganization of Bruin E&P Partners, LLC and Its Debtor Subsidiaries (collectively, the “Plan”), contemplate the entry into this Agreement as further described below;

WHEREAS, pursuant to the Plan, (i) a nominee of certain holders of Allowed RBL Claims, Allowed Notes Claims and Allowed General Unsecured Claims against the Bruin Williston Debtor formed Blocker, and Blocker contributed its own units representing limited liability company interests (the “Blocker Units”) to Bruin Purchaser LLC (“Purchaser”) in exchange for a number of units representing limited liability company interests of Purchaser (the “Purchaser Units”) pursuant to that certain Assignment and Assumption, dated as of the date hereof, by and between Blocker and Purchaser, and (ii) Purchaser acquired one hundred percent (100%) of the outstanding units representing limited liability company interests of Bruin E&P Holdco, LLC (“HoldCo”) from Bruin in exchange for (x) the satisfaction and discharge of Allowed RBL Claims, (y) a number of Blocker Units and (z) a number of Purchaser Units, pursuant to that certain Exchange Agreement, dated as of the date hereof, by and among Bruin, HoldCo, Bank of Montreal and Purchaser; and

WHEREAS, in satisfaction and discharge of the respective Allowed Claims of the Unsecured Claimants, Bruin wishes to distribute a portion of the Blocker Units to certain Unsecured Claimants and a portion of the Purchaser Units to certain other Unsecured Claimants.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Exchange Transaction. On the terms and subject to the conditions set forth herein, in consideration of the satisfaction and discharge of the Allowed Claims owed by the Debtors to the Unsecured Claimants, on the date hereof, Bruin hereby delivers, or causes to be delivered, to the Unsecured Claimants, and Unsecured Claimants hereby accept and receive (i) the number of

Purchaser Units respective to such Unsecured Claimants as set forth on Exhibit A attached hereto and (ii) the number of Blocker Units respective to such Unsecured Claimants as set forth on Exhibit B attached hereto. Immediately following the consummation of this Agreement, each such Unsecured Claimant accepting and receiving Blocker Units hereby agrees to become a party to and be bound by the terms of the Limited Liability Company Agreement of Blocker as a member thereunder, and each such Unsecured Claimant accepting and receiving Purchaser Units hereby agrees to become a party to and be bound by the terms of the Limited Liability Company Agreement of Purchaser as a member thereunder.

2. Tax Treatment. The Parties agree that the transactions contemplated by this Agreement will be characterized as a taxable exchange of property within the meaning of Section 1001 of the Internal Revenue Code, as amended.

3. Controlling Document. The parties hereto hereby agree that the transactions contemplated by this Agreement shall be deemed to occur pursuant to the Plan and in accordance with the Restructuring Steps Memorandum included therein. In the event of an inconsistency between this Agreement and the Plan, the terms of the Plan shall control in all respects. For the avoidance of doubt, notwithstanding the failure by any Party to return a signature page hereto, such Party shall be deemed to have executed and be bound by the terms of this Agreement in accordance with the Plan as of the Effective Date.

4. Further Assurances. Each of the parties hereto shall execute, acknowledge, deliver or cause to be executed, acknowledged or delivered, all further documents as shall be reasonably necessary or convenient to carry out the provisions of this Agreement.

5. Counterparts. This Agreement may be executed by one or more 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 shall be effective as delivery of a manually executed counterpart hereof.

6. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws (other than the law of conflicts of laws) of the State of Delaware.

8. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN (IN EACH CASE, WHETHER FOR CLAIMS SOUNDING IN CONTRACT OR IN TORT).

9. Successors and Assigns. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, executors and administrators of the parties hereto.

10. Amendments in Writing. This Agreement or any term hereof may be modified, waived, discharged or terminated only by an agreement in writing signed by the parties hereto.

11. Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed under seal and delivered by their respective duly authorized officers on the date first written above.

BRUIN E&P PARTNERS, LLC

By: _____
Name:
Title:

[UNSECURED CLAIMANTS]

By: _____
Name:
Title:

BRUIN BLOCKER LLC

By: _____
Name:
Title:

UMB BANK, N.A., in its capacity as Notes Trustee

By: _____
Name:
Title:

EXHIBIT A

Unsecured Claimants	Units
BMO Harris Bank, N.A.	[•]
JPMorgan Chase Bank, N.A.	[•]
Capital One, National Association	[•]
Citibank, N.A.	[•]
Fifth Third Bank	[•]
Chambers Energy Capital IV, LP	[•]
BOKF NA dba Bank of Texas	[•]
Barclays Bank PLC	[•]
Canadian Imperial Bank of Commerce, New York Branch	[•]
ING Capital LLC	[•]
MUFG Union Bank, N.A.	[•]
Royal Bank of Canada	[•]
The Toronto-Dominion Bank, New York Branch	[•]
Bank of America, N.A.	[•]
Compass Bank	[•]
Citizens Bank, N.A.	[•]
U.S. Bank National Association	[•]
Comerica Bank	[•]
Goldman Sachs Bank USA	[•]
IBERIABANK	[•]
ZB, N.A. dba Amegy Bank	[•]

EXHIBIT B

Assignor	Units
BMO Harris Bank, N.A.	[•]
JPMorgan Chase Bank, N.A.	[•]
Capital One, National Association	[•]
Citibank, N.A.	[•]
Fifth Third Bank	[•]
Chambers Energy Capital IV, LP	[•]
BOKF NA dba Bank of Texas	[•]
Barclays Bank PLC	[•]
Canadian Imperial Bank of Commerce, New York Branch	[•]
ING Capital LLC	[•]
MUFG Union Bank, N.A.	[•]
Royal Bank of Canada	[•]
The Toronto-Dominion Bank, New York Branch	[•]
Bank of America, N.A.	[•]
Compass Bank	[•]
Citizens Bank, N.A.	[•]
U.S. Bank National Association	[•]
Comerica Bank	[•]
Goldman Sachs Bank USA	[•]
IBERIABANK	[•]
ZB, N.A. dba Amegy Bank	[•]