

**AMENDED AND RESTATED OPERATING AGREEMENT  
OF  
GRIZZLY PETROLEUM COMPANY, LLC**

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Grizzly Petroleum Company, LLC (the "Company"), a Colorado limited liability company, is adopted, executed and agreed to by Great Western Petroleum, LLC, a Delaware limited liability company ("Holdco" or the "Sole Member"), to be effective as of September 4, 2013 (the "Effective Date").

**RECITALS**

A. The Company is governed by the Operating Agreement of the Company dated as of November 11, 2010 (the "Prior Agreement").

B. Great Western Oil & Gas Company, LLC has assigned its entire interest as the sole member in the Company to Holdco as of the Effective Date.

C. Holdco, as the sole Member of the Company desires to amend and restate the Prior Agreement in its entirety as of the Effective Date.

**AGREEMENT**

Now, therefore, the Prior Agreement is amended and restated in its entirety to read as follows:

1. Name. The name of the limited liability company is Grizzly Petroleum Company, LLC.

2. Purpose. The purpose of the Company is to own and develop certain oil and gas properties (the "Properties") for the production of oil and gas, and to otherwise deal with the Properties.

3. Powers. The Company has all of the powers of a limited liability company as set forth in the Colorado Limited Liability Company Act, C.R.S. 7-80-101 *et seq.*, as amended (the "Act").

4. Principal Office. The principal office of the Company is at 252 Clayton Street, Fourth Floor, Denver, Colorado 80206.

5. Registered Agent and Registered Office. The Company will continuously maintain in the State of Colorado a registered office and a registered agent whose business office is identical to the registered office. The registered office and the registered agent are specified in the Articles of Organization. The Company may change its registered office, its registered agent, or both, upon filing a statement as specified by the Act.

6. Member. The entity named in the preamble to this Agreement is the Sole Member of the Company.

7. Capital Contributions. The Sole Member will make capital contributions to the Company at such times and in such amounts as the Sole Member may determine, in its discretion, from time to time.

8. No Interest on Capital Contributions. The Company will not pay any interest on capital contributions or any other funds contributed to the Company or distributed or distributable by the Company under this Agreement.

9. Profits and Losses. All income, gains, losses, deductions and credits of the Company will be allocated to the Sole Member.

10. Distributions. Distributions will be made to the Sole Member at the times and in the amounts determined by the Managers.

11. Management. Subject to the provisions of Section 12, the business and affairs of the Company will be managed by its managers (the "Managers") as directed by the Sole Member. Subject to the direction of the Sole Member, each Manager, acting individually, shall direct, manage and control the business of the Company to the best of his or her ability and shall have full and complete authority, power and discretion to make any and all decisions and to do any and all things that such Manager shall deem to be reasonably required in light of the Company's business and objectives. The initial Managers shall be Thomas G. Mandula and Richard N. Frommer, each to serve as Manager until either is removed, with or without cause, in the sole discretion of the Sole Member.

11.1 Delegation of Management Powers. The Sole Member may designate one or more individuals to act as officers of the Company. Unless otherwise specified by Sole Member, the officers shall have the same rights and obligations as officers with comparable titles acting on behalf of a corporation organized under the laws of the State of Colorado.

11.2 Officers of the Company. The officers of the Company, as appointed by the Sole Member, shall have general and active control of its affairs and business and general supervision of its agents and employees. The officers shall appoint and discharge agents and employees of the Company and shall maintain day-to-day general management of the affairs of the Company and perform all duties incident to the general day-to-day management of the Company.

11.3 Term of Office. Each officer shall hold office until the first of the following occurs: his successor shall have been duly appointed and qualified, his death, his resignation, or his removal.

11.4 Resignation and Removal. An officer may resign at any time by giving written notice of resignation to the Managers and the Sole Member. The resignation is effective when the notice is received by the Managers unless the notice specifies a later effective date. Any officer may be removed as an officer at any time, with or without cause, by the Sole

Member. Such removal does not affect the contract rights, if any, of the Company or of the person so removed. The appointment of an officer shall not in itself create contract rights.

11.5 Vacancies. A vacancy in any office, however occurring, may be filled by the Sole Member for the unexpired portion of the officer's term. If an officer resigns and his resignation is made effective at a later date, the Sole Member may permit the officer to remain in office until the effective date and may fill the pending vacancy before the effective date, provided that the successor shall not take office until the effective date. In the alternative, the Sole Member may remove the officer at any time before the effective date and may fill the resulting vacancy.

12. Limitation on Management Authority. Notwithstanding anything to the contrary in this Agreement, the Sole Member, Managers, and any officers of the Company appointed pursuant to Section 11.2 of this Agreement shall not take any action on behalf of the Company that constitutes a Major Decision under Section 9.5 of the Limited Liability Company Agreement of the Sole Member (the "Member LLC Agreement") dated as of the Effective Date, including any amendment to this Agreement, unless the Major Decision has been approved as set forth in the Member LLC Agreement

13. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, will be solely the debts, obligations and liabilities of the Company, and neither the Sole Member nor any Manager will be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Sole Member or a Manager of the Company.

14. Exculpation and Indemnification.

14.1 Exculpation. Neither the Sole Member nor any Manager will be liable to the Company or to any other person or entity who has an interest in the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the Sole Member or such Manager in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on the Sole Member or Manager by this Agreement, except that the Sole Member and each Manager will be liable for any such loss, damage or claim incurred by reason of the Sole Member's or the Manager's fraud, willful misconduct, or gross negligence.

14.2 Indemnification. To the full extent permitted by the Act, the Sole Member and each Manager will be entitled to indemnification from the Company for any loss, damage or claim incurred by the Sole Member or such Manager in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on the Sole Member or Manager by this Agreement, except that neither the Sole Member nor any Manager will be entitled to be indemnified in respect of any loss, damage or claim incurred by the Sole Member or such Manager by reason of fraud, willful misconduct or gross negligence with respect to such acts or omissions; provided, however, that any indemnity under this Section 13.2 will be provided exclusively out of and to the extent of Company assets, and neither the Sole Member nor any Manager will have personal liability on account of this Section 13.2.

15. Dissolution Events. The Company will dissolve, and its affairs shall be wound up, upon the earliest to occur of the following:

- (a) the written consent of the Sole Member; or
- (b) as required under the Act.

16. Winding Up.

16.1 Method. Upon the dissolution of the Company, the Managers or the Managers' designee(s) will wind up the Company.

16.2 Proceeds. The proceeds of liquidation of the assets of the Company distributable upon a dissolution and winding up of the Company will be applied in the following order of priority:

(a) first, to the creditors of the Company, including the Sole Member, in the order of priority provided by law, in satisfaction of all liabilities and obligations of the Company (of any nature whatsoever, including, without limitation, fixed or contingent, matured or unmatured, legal or equitable, secured or unsecured), whether by payment or the making of reasonable provision for payment of those liabilities and obligations; and

(b) thereafter, to the Sole Member.

17. Miscellaneous.

17.1 Severability. Each provision of this Agreement will be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

17.2 Governing Law. This Agreement and all rights and remedies hereunder will be governed by, and construed under, the laws of the State of Colorado, without regard to the conflicts of laws of that state.

17.3 Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Sole Member.

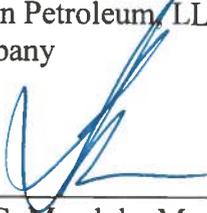
17.4 Other Business. Notwithstanding any duty otherwise existing at law or in equity, but subject to the provisions of the Member LLC Agreement, the Sole Member and any affiliate of the Sole Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

[Signature on following page]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement to be effective as of the Effective Date.

Sole Member:

Great Western Petroleum, LLC, a Delaware limited liability company

By:   
Thomas G. Mandula, Manager

**EXHIBIT A**

Member

Percentage Interest

Great Western Petroleum, LLC  
252 Clayton Street, 4<sup>th</sup> Floor  
Denver, Colorado 80206

100%