IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

In re:	)	
BAKKEN INCOME FUND LLC, EIN: 45-2586259	)	Case No. 16-20212 EEB
Debtor.	)	Chapter 11

AGREED ORDER (I) AUTHORIZING THE DEBTOR TO USE CASH COLLATERAL OF EXISTING SECURED LENDER, (II) GRANTING ADEQUATE PROTECTION FOR USE THEREOF, AND (III) MODIFYING THE AUTOMATIC STAY TO ALLOW FOR THE RELIEF REQUESTED HEREIN

This matter is before the Court on the Motion for an Agreed Order (i) Authorizing the Debtor to Use Cash Collateral of Existing Secured Lender, (ii) Granting Adequate Protection for the Use Thereof, and (iii) Modifying the Automatic Stay (the "Motion")[1] of the above-captioned debtor and debtor in possession (the "Debtor"). The Court has jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; consideration of the Motion and the relief requested therein is a core proceeding in accordance with 28 U.S.C. § 157(b)(2)(A), (G), (K), (M) and (O); venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion is adequate and appropriate under the particular circumstances. Debtor having represented that

A hearing having been held to consider the relief requested in the Motion; upon the record of the hearing and all proceedings had before the Court; the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtor's estate, its creditors and other parties in interest; that the Debtor has shown good, sufficient, and sound business purpose and justification for the relief requested in the Motion; the Secured Party (as defined below) having

[1] All capitalized terms not defined herein shall have the meaning given to them in the Motion.

consented to this Order subject to the reservation of rights contained herein; and after due deliberation and sufficient cause appearing; therefore, the Court hereby finds:

A. The Debtor filed a voluntary petition for relief pursuant to chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") on October 17, 2016 (the "Petition Date") with the United States Bankruptcy Court for the District of Colorado (the "Court").

B. The Office of the United States Trustee (the "U.S. Trustee") has not appointed an official committee of unsecured creditors (together with any other statutory committee, a "Committee").

C. The Debtor is continuing to manage and operate its business and assets as debtor and debtor in possession pursuant to Bankruptcy Code §§ 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this case.

D. Debtor, as borrower, and BOKF, NA d/b/a Bank of Oklahoma formerly Bank of Oklahoma, NA, as lender (the "Secured Party" or "Bank") are parties to that certain Credit Agreement, dated as of July 7, 2014, as modified by that certain Forbearance Agreement made as of August 9, 2016, (collectively as amended, restated, supplemented or otherwise modified through the Petition Date, the "Credit Agreement" and, together with all related credit and security documents, the "Credit Documents"). As of the Petition Date, the Debtor was indebted and liable to the Secured Party under the Credit Documents in the aggregate principal amount of not less than $2,216,967.00 plus any amounts unpaid, incurred, or accrued prior to the Petition Date in accordance with the Credit Documents (including, to the extent owed under the Credit Documents, all "Obligations" as defined in the Credit Agreement) (collectively, the "Prepetition Obligations"). To secure the Prepetition Obligations, the Debtor granted to the Secured Party liens on and security interests in (the "Prepetition Liens") all of the Debtor's assets and property, including such assets

and property as described in the Credit Documents, and the proceeds thereof (collectively, the "Prepetition Collateral").

E. Subject to paragraphs 20 and 21 herein, the Debtor stipulates that, as of the Petition Date (collectively, the "Stipulations"): (i) the Prepetition Obligations are legal, valid, binding and enforceable against the Debtor; (ii) the Prepetition Liens constitute legal, valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral, including all Cash Collateral,[2] regardless of in which deposit accounts it is held; (iii) the Prepetition Liens are senior in priority to any and all other liens on the Prepetition Collateral, ; and (iv) the Debtor and its estate have no claims, objections, challenges, causes of actions, and/or choses in action, including, without limitation, "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including, without limitation, any recharacterization, subordination, avoidance, disgorgement, recovery or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Secured Party or any of its affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to the Credit Agreement, the Prepetition Obligations or the Prepetition Liens.

F. The Debtor requires the use of the Cash Collateral in order to continue the Debtor's ordinary course business operations and to maintain the value of its bankruptcy estate. The Debtor is permitted to use Cash Collateral on the terms and conditions provided for herein, commencing on the date hereof and expiring as set forth in paragraph 11 hereof but in no event later than August 31, 2017 (the " Period"). The Debtor shall not use Cash Collateral except in accordance with the terms and conditions contained in this Order and the Budget (as defined below) for the Period

[2] "Cash Collateral," as used herein, shall have the meaning set forth in section 363(a) of the Bankruptcy Code.

subject to the Permitted Variance (as defined below). Nothing in this Order shall authorize the disposition of any assets of the Debtor or its estate or other proceeds resulting therefrom outside the ordinary course of business, except as permitted herein (subject to any required Court approval).

G. The Debtor acknowledges that all of its cash revenues are product and proceeds of the Prepetition Collateral, and that no grounds for the "equities of the case" exception to Bankruptcy Code § 552 (b) apply.

H. Good, adequate, and sufficient cause has been shown to justify the granting of the relief requested herein. The Debtor's use of Cash Collateral is necessary to preserve the bankruptcy estate, and will avoid immediate and irreparable harm to the Debtor, its bankruptcy estate and assets, prior to the expiration of the Period specified herein.

Accordingly, it is therefore and hereby ORDERED that:

1. The Motion is hereby granted on an basis in accordance with the terms of this Order. Any objections to the Motion with respect to the entry of this Order that have not been withdrawn, waived or settled are hereby denied and overruled. This Order shall constitute findings of fact and constitute conclusions of law pursuant to Bankruptcy Rule 7052.

2. The Debtor is hereby authorized, on a limited basis, to use Cash Collateral only in accordance with the Budget (subject to the Permitted Variance) and the terms and conditions provided in this Order until the occurrence of a Termination Event (as defined below) or as otherwise ordered by the Court. Notwithstanding whether quarterly fees pursuant to 28 U.S.C. § 1930(a)(6) are listed in the Budget, or any other term of this Order, Debtor is authorized to pay such fees as they become due.

3. The Debtor shall not be authorized to use any cash during the Period except as expressly permitted herein. The Debtor shall be permitted to use Cash Collateral solely to pay the expenses described in the budget attached hereto as **Exhibit 1** (as such budget may be amended, modified or supplemented in accordance with this Order, the "Budget") for the Period, solely up to the amounts, at the times and for the purposes identified in the Budget. The Debtor shall not, without the prior written consent of the Secured Party, use Cash Collateral with respect to any line item for any calendar month in the Budget in an amount in excess of the amount budgeted for such line item for such month in the Budget; provided, however, that there shall be a permitted variance (the "Permitted Variance") of 10% for any line item expenditure listed in any month in the Budget limited to an aggregate of 5% in excess of the aggregate amount of expenditures projected in the Budget for such month. Notwithstanding the foregoing, for exceptional, unanticipated expenditures that are not contemplated by the Budget, the Debtor and the Secured Party may agree that such expenditures, if approved by the Secured Party in writing in its sole discretion, are not credited against the Permitted Variance. Any amounts or expenses listed in any line item in the Budget that are unused in any month may be carried over and used by the Debtor in the subsequent month for such line item. Such amount may carried over only to the next single month. If such carried over amount is not used in the subsequent month, there shall be no further carry-over of such amount.

4. With the approval of the United States Trustee, the Debtor and the Secured Party may extend the Period, without further notice to creditors or order of this Court; provided that a stipulation extending this Order signed by the Debtor and the Secured Party is filed together with a copy of a budget if there are changes from the Budget. Following the filing of such a stipulation with the Court, Zavanna shall have 10 days to file a written objection with the Court

to the extent that the proposed amended or extended budget reflects amounts exceeding a Permitted Variance relative to the comparable amounts set forth in the Final Budget.

i. Adequate Protection to the Secured Party

5. As a result of the use of the Cash Collateral authorized herein and the use of Cash Collateral prior to the entry of this Order, the Secured Party is entitled, pursuant to section 361, 362, and 363(e) of the Bankruptcy Code, to receive adequate protection of its interests in the Cash Collateral on account of the amount of Cash Collateral used, if any, from and after the Petition Date, in accordance with section 506(a) of the Bankruptcy Code, arising from the imposition and enforcement of the automatic stay of section 362(a) of the Bankruptcy Code and the Debtor's use or disposition of the Cash Collateral, as the case may be (each such use, a "Use") but only to the extent the Secured Party has a valid, perfected prepetition lien and security interest in such Cash Collateral at the Petition Date.

6. Zavanna, LLC ("Zavanna") purports to hold, as operator of various oil and gas wells and other properties in which the Debtor has an interest, valid claims, entitlements (statutory, regulatory or otherwise), liens, reversionary rights, and other rights and interests (including without limitation rights to recoup, offset, impound, hold or apply funds to obligations of the Debtor) that Zavanna claims would entitle it to priority of right and payment over the claims and liens of the Secured Party in and to the Prepetition Collateral, including all Cash Collateral (collectively, the "Operator Rights") under applicable law (including under applicable bankruptcy law) or under applicable agreements between Zavanna and the Debtor, including any Joint Operating Agreements, Pooling Agreements, and Forced Pooling Orders. Nothing contained in this Order shall constitute or be deemed to constitute a finding that any Operator Rights are valid or enforceable or as to the nature, amount or priority of such Operator Rights (all parties reserving all rights with respect thereto). As adequate protection for Zavanna's purported

Operator Rights, regardless of whether Zavanna filed an objection to the entry of this Order, Zavanna is hereby granted replacement liens, subject in all respects to the Carve-Out (as defined herein), in the same property in which it is found to have an interest in accordance with a final order of this Court (or any other court of competent jurisdiction) not subject to appeal or by stipulation between Zavanna and the Secured Party, and to the same extent that such Operator Rights may be determined to exist and only to the extent necessary to protect Zavanna from the diminution in value of its purported liens, claims, and interests.

7. The adequate protection lien granted to Zavanna shall rank in the same relative priority to the Adequate Protection Liens granted to the Secured Party as the Operator Rights purportedly held by Zavanna rank in relation to the Prepetition Liens on the Prepetition Collateral, as such priority is determined by a final order of this Court (or another court of competent jurisdiction) not subject to appeal or by stipulation between Zavanna and the Secured Party.

8. The Secured Party is hereby granted the following adequate protection (the "Adequate Protection") effective as of December 4, 2016 and without the necessity of the execution or filing of mortgages, security agreements, pledge agreements, or financing statements, or otherwise:

(a) Adequate Protection Liens. To the extent of the amount of any Cash Collateral used pursuant to this Order, and/or used during the period from December 4, 2016 to the date of this Order, the Secured Party shall have valid, binding, perfected, continuing, enforceable and non-avoidable replacement security interests in, and liens upon (the "Adequate Protection Liens") all of the Debtor's assets and property, including, without limitation, the Prepetition Collateral, except avoidance actions under chapter 5 of the Bankruptcy Code, which shall be senior to all other liens, The Adequate Protection Liens shall be subject to prior payment of U.S. Trustee fees;

(b) Adequate Protection Superpriority Claims. To the extent that the Adequate Protection Liens and any adequate protection payments are insufficient to compensate the Secured Party from any diminution in value of its interests in the Prepetition Collateral arising from the Debtor's use or disposition of Cash Collateral pursuant to this Order, the

Secured Party is hereby granted superpriority administrative expense claims (collectively, the "Adequate Protection Superpriority Claims") in the Debtor's Chapter 11 Case (as defined below) under 11 U.S.C. § 507(b). The Secured Party's Adequate Protection Superpriority Claims shall have priority over any and all claims against the Debtor by any affiliate or insider of Debtor, including but not limited to Coachman Energy Administrator, LLC, Bakken Drilling Fund III, Bakken Drilling Fund IV and Coachman Energy Land II, Coachman Energy Managing General Partners, LLC and Coachman Energy Partners LLC, and including administrative expenses and adequate protection claims of such affiliate or insider, but subject to prior payment of the U.S. Trustee fees; and

(c) Adequate Protection Payments. The Bank consented of use of cash collateral in the amount of $28,277.26 through December 3, 2016 in accordance with approved budget. Since December 3, 2016, the Debtor has used the Bank's cash collateral in an amount of no less than $120,000 and without the Bank's consent. Debtor shall make a one-time adequate protection payment to the Bank in the amount of $130,095.00, representing seven monthly payments of $18,585.00 for the months of December 2016 through June 2017. Going forward, Debtor shall make monthly adequate protection payments to the Bank on the fifteenth day to each month, commencing July 15, 2017, in the amount of $18,585.00. Debtor has not made the July and August 2017 adequate protection payments and is hereby ordered to immediately pay to $37,170.00 to the Bank.

(d) Financial and Other Reporting. On Wednesday (or in the event such Wednesday is not a Business Day, the first Business Day thereafter) of each week, the Debtor will provide to the Secured Party and [its counsel] a report of the Debtor's cash balances as of the last day of the prior week and a rolling thirteen week by week budget going forward. On the tenth (10th) day of each month or the first Business Day thereafter, the Debtor will provide to the Secured Party and [its counsel] with (x) a reconciliation of revenues generated and expenditures made during the prior month and cumulatively during the Chapter 11 Case, together with a comparison of such amounts to the amounts projected for such periods in the Budget and (y) an update of the Budget through the end of the Period (for forecasting and information purposes only).

9. The Adequate Protection Liens shall be valid and enforceable against any trustee appointed in the Debtor's above-captioned chapter 11 case (the "Chapter 11 Case"), or in any case under chapter 7 of the Bankruptcy Code upon conversion of the Chapter 11 Case (a "Successor Case"), or upon the dismissal of the Chapter 11 Case or any Successor Case.

10. This Order shall be sufficient and conclusive evidence of the validity, perfection and priority of the Adequate Protection Liens without the necessity of executing, filing or recording any financing statement, deed of trust, mortgage, security agreement, notice of lien, pledge agreement or other instrument or document which may otherwise be required under the law

of any jurisdiction or the taking of any other action to validate or perfect the Adequate Protection Liens or to entitle the Adequate Protection Liens to the priorities granted herein. Notwithstanding the foregoing, the Secured Party may, in its sole discretion, file such financing statement, deed of trust, mortgage, security agreement, notice of lien, pledge agreement and other similar documents, and is hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code to do so, and all such financing statements, deeds of trust, mortgages, security agreements, notices of lien, pledge agreements or other agreements or documents shall be deemed to have been filed or recorded at the time and on the date of the commencement of the Chapter 11 Case. A certified copy of this Order may, in the discretion of the Secured Party, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, deeds of trust, mortgages, security agreements, notices of lien, pledge agreements and other similar documents, and all filing offices are hereby authorized to accept such certified copy of this Order for filing and recording. The Debtor is authorized and directed to execute and deliver to the Secured Party all such financing statements, deeds of trust, mortgages, security agreements, notices of lien, pledge agreements and other documents as the Secured Party may reasonably request to evidence, confirm, validate, or perfect the Adequate Protection Liens.

11. The authorization of the Debtor to use Cash Collateral under this agreed Order will terminate upon one (1) business days' prior written notice by the Secured Party to the Debtor of the occurrence of any of the following (except for the event in subparagraph (a) below, upon which event a termination will occur automatically) (each of the following, a "Termination Event"):

(a) This Court enters an order dismissing the Chapter 11 Case or converting the Chapter 11 Case to a case under chapter 7;

(b) This Court enters an order appointing a chapter 11 trustee in the Chapter 11 Case that is not stayed following entry;

(c) This Court enters an order staying, reversing, or vacating, without prior consent of the Secured Party, this Order;

(d) An order of this Court shall be entered appointing an examiner with enlarged powers in the Chapter 11 Case, or the Debtor shall file a motion or other pleading seeking the dismissal of its Chapter 11 Case under section 1112 of the Bankruptcy Code or otherwise;

(e) An order of this Court shall be entered granting any lien on, or security interest in, any Prepetition Collateral in favor of any party other than the Secured Party, that is senior to, or *pari passu* with, the Prepetition Liens or the Adequate Protection Liens or granting an administrative claim payable by the Debtor to any party other than the Secured Party, that is senior to, or *pari passu* with the Adequate Protection Superpriority Claim without the express written consent of the Secured Party;

(f) An order of this Court shall be entered granting relief from the automatic stay under section 362 of the Bankruptcy Code with respect to all or any material portion of the property of the Debtor's estate;

(g) The Debtor files a motion seeking to obtain any credit or incur any financing indebtedness that is secured by a lien on, or security interest in, the Prepetition Collateral which is senior to or *pari passu* with the Prepetition Liens or the Adequate Protection Liens, or having administrative priority

status which is senior to or *pari passu* with the Adequate Protection Superpriority Claims;

(h) The Debtor shall file any pleading seeking, or otherwise consenting to, or shall support or acquiesce in any other person's motion as to, any of the matters set forth in paragraphs (a) through (g) above;

(i) The Debtor shall fail to comply with the terms of this Order in any material respect, it being understood that non-compliance with the Permitted Variance shall constitute material non-compliance with this Order;

(j) The Debtor fails to file a motion to employ TenOaks Energy Advisors, LLC as marketing agent for Debtor's assets by June 22, 2017;

(k) [intentionally omitted;] or

(l) August 31, 2017.

12. Upon the occurrence of a Termination Event, the Debtor shall no longer have the right to use Cash Collateral, except pursuant to any further order of the Court. Nothing in this Order shall preclude the Debtor's right to seek nonconsensual use of Cash Collateral, or any right of the Secured Party, or any other party in interest, to oppose such request.

13. The Secured Party shall be entitled to all of the rights and benefits of Section 552(b) of the Bankruptcy Code.

14. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the Adequate Protection provided to the Secured Party hereunder is insufficient to compensate for any Diminution in Value of its interests in the Prepetition Collateral during the Chapter 11 Case or any Successor Case.

15. Nothing contained in this Order shall be deemed a consent by the Secured Party to any charge, lien, assessment or claim against, or in respect of, the Prepetition Collateral, including Cash Collateral, under section 506(c) or 105(a) of the Bankruptcy Code, or otherwise.

16. Upon reasonable notice, the Secured Party, and its consultants and advisors, shall be given reasonable access to the Debtor's books, records, assets and properties for purposes of monitoring the Debtor's business and the value of the Prepetition Collateral, and shall be permitted to conduct, at its discretion, visits, inspections and investigations in respect of the Prepetition Collateral, in each case, in accordance with the Credit Documents.

17. The Secured Party has acted in good faith (including, without limitation, for the purposes of section 363(m) of the Bankruptcy Code) in connection with this Order and its reliance on this Order has been and is in good faith.

18. The provisions of this Order shall be binding upon and shall inure to the benefit of the Secured Party and the Debtor and their respective successors and assigns (including, without limitation, any trustee or other fiduciary hereafter appointed for the Debtor or with respect to the property of the estate of the Debtor) whether in the Chapter 11 Case, in any Successor Case, or upon dismissal of any such Chapter 11 or Chapter 7 case.

19. As used in this Order, the "Carve-Out" means: (a) the unpaid quarterly fees required to be paid pursuant to 28 U.S.C. § 1930(a), together with interest payable thereon pursuant to applicable laws and any fees payable pursuant to the Clerk of the Bankruptcy Court; (b) the allowed and reasonable fees and expenses of professionals employed by the Debtor pursuant to sections 327 and 328 of the Bankruptcy Code if incurred prior to the occurrence of the Termination Date up to the amounts set forth in the Budget under the line item for each professional and (d) upon the entry of an order of the Court approving the sale by the Debtor of substantially all of its

assets to the Secured Party (or its designee), an amount necessary to wind-down the Debtor's bankruptcy estate, not to exceed $10,000, which may be used to satisfy unpaid administrative expense claims of vendors or employees. Notwithstanding anything to the contrary contained herein, the Carve-Out shall not include, apply to, or be available for any fees or expenses incurred by any party, including the Debtor or its professionals, in connection with, or relating to, the initiation or prosecution of any claims, causes of action or other litigation against the Secured Party, including without limitation, challenging the amount, validity, perfection, priority, or enforceability of or asserting any defense, counterclaim, or offset to, the Credit Agreement, the Prepetition Obligations, the Credit Documents, or the Adequate Protection Liens or Adequate Protection Superpriority Claims; *and* the Debtor may not use its Carve-Out to initiate, assert, join, commence, support or prosecute any actions or discovery with respect thereto.

20. The Debtor has had 240 days from the Petition Date to investigate the validity, perfection, enforceability, and extent of any Prepetition Obligations and Prepetition Liens and any potential claims of the Debtor or its estate against the Secured Party in respect of the applicable Prepetition Obligations and Prepetition Liens, "lender liability" claims and causes of action, or any actions, claims, or defenses under chapter 5 of the Bankruptcy Code (all such claims, defenses, and other actions described in this paragraph are collectively defined as the "Claims and Defenses"). Debtor has neither found, nor asserted, any such claims and all of Debtor's Claims and Defenses are deemed forever waived, released and barred as of the date of this Order. Nothing in this Order shall preclude creditors or other parties in interest from contesting the priority of the Secured Party's liens vis a vis any valid and perfected liens benefitting such persons. Nothing in this Order shall impair the ability of creditors and other parties in interest from pursuing their own

rights and claims against the Secured Party, so long as such rights and claims are independent from, and not derivative of the Debtor and/or the Bankruptcy Estate.

21. Any challenge to the Prepetition Obligations or the Prepetition Liens, or the assertion of any other claims or causes of action of the Debtor or its estate against the Secured Party (including but not limited to, those under sections 544, 547, 548, 549, 550 and/or 552 of the Bankruptcy Code or by way of suit against the Secured Party) by any person other than a Chapter 7 trustee (a "Challenge") must be made within 60 days of the entry of this Order the "Challenge Period," and the date that is the next calendar day after the termination of the Challenge Period shall be referred to as the "Challenge Period Termination Date"). The applicable Challenge Period may only be extended by written consent of the Secured Party or upon further order of the Court after notice and hearing. Upon the Challenge Period Termination Date without the filing of a Challenge: (A) the Prepetition Obligations shall be deemed to be allowed secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code for all purposes in connection with the Chapter 11 Case (but which shall not be binding on a Chapter 7 trustee), and (B) all of the Stipulations, waivers, releases, affirmations and other stipulations as to the extent and validity as to the Secured Party's claims, liens, and interests shall be of full force and effect and forever binding upon the Debtor and the Debtor's Chapter 11 bankruptcy estate and all creditors, interest holders, and other parties in interest in the Chapter 11 Case; provided, however, they shall not bind a Chapter 7 trustee. To the extent any Challenge is filed, the Stipulations shall nonetheless remain binding and preclusive except to the extent expressly challenged in such Challenge.

22. Nothing in this Order vests or confers on any party standing or authority to bring, assert, commence, continue, prosecute, or litigate any cause of action belonging to the Debtor or

its estate, including, without limitation, the Claims and Defenses with respect to the Credit Documents, the Prepetition Liens, or the Prepetition Obligations.

23. Notwithstanding anything contained in this Order, the right of any third party operator of any Oil and Gas Properties (as defined in the Credit Agreement) to assert a common law right of recoupment or argue the priority of its lien position against the Debtor, and the rights of the Debtor, the Secured Party, or any other party to contest or oppose any such assertion or argument, are in each case fully preserved. Nothing herein shall be construed as a waiver or limitation in any way of any rights or remedies of the Secured Party or Zavanna against each other under the Bankruptcy Code or any other applicable law, and both the Secured Party and Zavanna expressly reserve all rights against each other. For the avoidance of doubt, and notwithstanding anything else in this Order, (a) no Challenge Period set forth in paragraph 21 of this Order shall be applicable to Zavanna, (b) the failure by Zavanna to file any adversary or other proceeding against the Secured Party before the Challenge Period Termination Date shall not bar Zavanna from later asserting by an adversary proceeding or otherwise that its Operator Rights, including any reversionary rights, are entitled to priority over the Prepetition Liens, and (c) the Stipulations (as defined herein) and findings set forth in paragraphs E, paragraphs 20 and 21 of this Order, applicable to Secured Party's claim, any Challenge, the Prepetition Obligations, and the Prepetition Liens, shall be binding on the Debtor, its bankruptcy estate, any subsequently-appointed representative of its estate, and the parties set forth expressly in those paragraphs, but shall not bind Zavanna, and shall not be asserted against Zavanna, for the purpose of Zavanna's assertion of the amount, validity and priority of its Operator Rights, including any reversionary rights, relative to the Prepetition Liens of the Secured Party, with the parties reserving all rights.

24. Nothing in this Order shall be construed as a consent to the allowance of any professional fees or expenses of the Debtor or shall limit or otherwise affect the right of the Secured Party to object to the allowance and payment of any such fees and expenses.

25. Pursuant to Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry. To the extent applicable, the 14 day stay set forth in Bankruptcy Rule 4001(a)(1) is hereby waived.

26. The failure of the Secured Party to seek relief or otherwise exercise its rights and remedies under this Order, the Credit Documents, or otherwise, as applicable, shall not constitute a waiver of any of the Secured Party's rights hereunder, thereunder, or otherwise. The entry of this Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair any of the rights, claims, privileges, objections, defenses or remedies of the Secured Party under the Bankruptcy Code or under non-bankruptcy law against any other person or entity in any court, including without limitation, the rights of the Secured Party (i) to request conversion of the Chapter 11 Case to a case under Chapter 7, dismissal of the Chapter 11 Case, or the appointment of a trustee in the Chapter 11 Case, (ii) to propose, subject to the provisions of section 1121 of the Bankruptcy Code, a plan, or (iii) to exercise any of the rights, claims or privileges (whether legal, equitable or otherwise) on behalf of the Secured Party.

27. Except as explicitly provided for herein, this Order does not create any rights for the benefit of any third party, creditor, equity holder or incidental beneficiary.

28. The provisions of this Order and any actions taken pursuant hereto, including the grant of Adequate Protection Liens and Adequate Protection Superpriority Claims, shall survive entry of any order which may be entered: (a) converting the Chapter 11 Case to a case under

chapter 7 of the Bankruptcy Code; (b) dismissing the Chapter 11 Case or any Successor Case; or (c) pursuant to which this Court abstains from hearing the Chapter 11 Case or any Successor Case.

29. To the extent there is a conflict between the terms of this Order and the terms of the Motion, this Order shall control.

30. This Court has and will retain jurisdiction to enforce this Order according to its terms.

/s/*Michael J. Pankow*
Michael J. Pankow
BROWNSTEIN HYATT FARBER SCHRECK
410 17th Street, Suite 2200
Denver, CO 80202
Counsel for the Debtor

/s/
Courtney H. Gilmer
BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, P.C.
Baker Donelson Center, Suite 800
211 Commerce Street
Nashville, Tennessee 37201
Counsel for the Debtor

/s/*Donald D. Allen*
Donald D. Allen
Markus Williams Young & Zimmermann LLC
1700 Lincoln, Suite 4550
Denver, Colorado 80203
Counsel for BOKF, NA, d/b/a Bank of Oklahoma
Formerly Bank of Oklahoma NA.

Dated: August 23, 2017.

BY THE COURT:

United States Bankruptcy Judge

EXHIBIT 1

BAKKEN INCOME FUND LLC
CASH FLOW FORECAST AND BUDGET

	June 17	July 17	August 17	September 17	October 17	November 17	December 17
Beginning cash balance	168,724.12	236,441.86	214,354.15	210,608.70	205,929.70	207,805.98	208,797.92
Plus Zavanna back revenue	155,675.62						
Estimated Oil Sales							
BBL	1,860	1,821	1,776	1,740	1,704	1,670	1,638
$$	$ 42.85	$ 42.85	$ 42.85	$ 42.85	$ 42.85	$ 42.85	$ 42.85
	79,701.00	78,029.85	76,101.60	74,559.00	73,016.40	71,559.50	70,188.30
Estimated Gas Sales							
MCF	10,147	9,945	9,747	9,566	9,392	9,228	9,071
$$	$ 3.19	$ 3.19	$ 3.19	$ 3.19	$ 3.19	$ 3.19	$ 3.19
	32,368.93	31,724.55	31,092.93	30,515.54	29,960.48	29,437.32	28,936.49
Total Sales	$ 267,745.55	$ 109,754.40	$ 107,194.53	$ 105,074.54	$ 102,976.88	$ 100,996.82	$ 99,124.79
Less:							
Ad Valorem/Severance Taxes (10%)	11,912.74	11,912.74	11,912.74	11,912.74	11,912.74	11,912.74	11,912.74
Lease Operating Expenses ($15/BBL)	64,139.29	62,832.86	61,450.71	60,264.29	59,102.86	58,007.14	56,966.43
Cash to Fund	191,693.53	35,008.80	33,831.08	32,897.52	31,961.28	31,076.94	30,245.62
Less:							
Payment to Zavanna for reversionary interest (A)	56,749.39	-	-	-	-	-	-
Adequate Protection to BOK	130,095.00	18,585.00	18,585.00	18,585.00	18,585.00	18,585.00	18,585.00
Audit Fees	18,115.60	-	-	-	-	-	-
Tax Fees	6,301.50	-	-	-	-	-	-
Reserve Engineering	-	19,520.00	-	-	-	-	-
Legal fees (B)	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
Quarterly Investor reports	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Insurance	7,491.52	7,491.52	7,491.52	7,491.52	-	-	-
Net increase/(decrease) in cash	(38,559.48)	(22,087.72)	(3,745.44)	(4,679.00)	1,876.28	991.94	160.62
Ending cash balance	236,441.86	214,354.15	210,608.70	205,929.70	207,805.98	208,797.92	208,958.54

(A) Amount per agreed stipulation
(B) Estimate for ongoing bankruptcy case and sale process
(C) Coachman Energy Partners management fees of $43,023 and management expense reimbursement of $25,814 per month are being voluntarily deferred for the interest of the investors.

PROFESSIONAL FEES

	NOV	DEC	JAN	FEB	MAR	APR
Audit Fees	-	-	-	17,500.00	17,500.00	17,500.00
Tax Fees	-	-	-	50,000.00	15,000.00	15,000.00
Reserve Engineering	-	-	-	19,520.00	-	-
Legal fees (B)	10,000.00	10,000.00	10,000.00	10,000.00	-	-
	10,000.00	10,000.00	10,000.00	97,020.00	32,500.00	32,500.00